

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



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05/04/2013

#199

COMPANIES HOUSE

1

Company details

Company number

0 3 0 3 4 1 1 4

Company name in full

HEPTAGON LIMITED (the "Chargor")

For official use

→ **Filing in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d² d² m⁰ m³ y² y⁰ y¹ y³

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

As specified in the continuation pages to this
form

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Lloyds TSB Commercial Finance Limited

Address No 1 Brookhill Way, Banbury

Oxon

Postcode O X 1 6 3 E L

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

As specified in the continuation pages to this form

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Short particulars

The amount secured by the Debenture is all monies (in whatever currency), obligations and liabilities which are from time to time due, owing or incurred by the Chargor to LTSBCF, whether actually or contingently, solely or jointly and whether as principal or surety, including discount charges and interest (as well after as before judgment) commission and other fees and charges at the rates and on the terms agreed between the Chargor and LTSBCF from time to time, together with all Expenses and all amounts owing in respect of Indemnified Events plus, in each case, interest at the rate agreed with the Chargor, from the date the same are incurred to the date of payment in full compounded monthly or otherwise in accordance with LTSBCF's usual practice (the "**Secured Liabilities**").

All capitalised terms used in this form are defined in the Appendix to this form.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Charging provisions

1. As continuing security for the payment and/or discharge of the Secured Liabilities, the Chargor with full title guarantee charged to LTSBCF
- 1.1 by way of legal mortgage, the property (if any) described in Schedule 2 of the Debenture (as described in Schedule 1 to these continuation pages);
- 1.2 by way of fixed charge, any freehold or leasehold property (excluding any property charged by clause 2.1.1 of the Debenture (as described at paragraph 1.1 above) at the date of the Debenture and in the future owned by the Chargor or in which the Chargor may have an interest;
- 1.3 by way of fixed charge, all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Chargor's freehold or leasehold property;
- 1.4 by way of fixed charge, all of the Chargor's plant and machinery and other equipment listed in Schedule 3 of the Debenture (as described in Schedule 2 to these continuation pages) and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,
- 1.5 by way of fixed charge, any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not listed in Schedule 3 of the Debenture (as described in Schedule 2 to these continuation pages) and not otherwise disposed of in the ordinary course of the Chargor's business and which is not obsolete or redundant for the then purpose of the Chargor's business as then conducted and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment;
- 1.6 by way of fixed charge, all Other Invoices required by LTSBCF to be paid into a Nominated Account and all cash in respect thereof,
- 1.7 by way of fixed charge, any credit balance on any Nominated Account;
- 1.8 by way of fixed charge all the Chargor's goodwill and uncalled capital present and future,
- 1.9 by way of fixed charge, all the Chargor's Intellectual Property from time to time not disposed of in the ordinary course of the Chargor's business;
- 1.10 by way of fixed charge, all Securities from time to time owned by the Chargor or in which it has an interest,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 1.11 by way of fixed charge, all loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor from any Subsidiary of the Chargor or a member of the Corporate Group,
- 1.12 by way of fixed charge, all the Chargor's rights and claims (including to the return of premiums) under all insurance policies in which the Chargor has an interest from time to time;
- 1.13 by way of floating charge, all the Chargor's property, assets and rights from time to time not subject to a fixed charge under the Debenture (including any property or assets situated in Scotland)
- 2 The floating charge created by clause 2.1.13 of the Debenture (as described in paragraph 1.13 above) will automatically without notice be converted into a fixed charge over those assets concerned.
- 2.1 if, without LTSBCF's prior written consent, the Chargor creates or attempts to create any Security Interest (other than a Permitted Security Interest) over all or any of its assets charged by way of floating charge, or
- 2.2 if any person levies or attempts to levy any distress, execution or other process against such assets of a value in excess of the threshold (if any) permitted in relation to the same as set out in the Receivables Finance Agreements, or
- 2.3 if any person presents a petition to wind up the Chargor or applies for an administration order otherwise than as permitted by the Receivables Finance Agreements;
- 2.4 upon the enforcement of the Debenture.
3. LTSBCF may be notice to the Chargor at any time convert the floating charge created by clause 2.1.13 of the Debenture (as described in paragraph 1.13 above) into a fixed charge as regards any of the assets specified in the notice.

Continuing security

4. The Debenture is a continuing security. It secures the ultimate balance of the Secured Liabilities despite any interim settlement of account until a final discharge of the Debenture is given by LTSBCF to the Chargor.

Dealings with Other Invoices and bank accounts

- 5 The Chargor agrees with LTSBCF that it will:
 - 5.1 in relation to Other Invoices:

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

5 1 1 not assign, factor or discount them;

5 1 2 unless or until LTSBCF requires otherwise, procure that all Remittances are paid into its current account with its bankers advised to LTSBCF from time to time, and

5 2 if requested by LTSBCF, open such bank accounts (including separate designated accounts, blocked accounts or trust accounts) in the name of the Chargor with such mandates as LTSBCF may specify, and if requested by LTSBCF, procure that all Remittances in respect of its Other Invoices are paid into such bank accounts and only deal with the monies in any such account in accordance with the written directions of LTSBCF from time to time (subject only to such rights as the bank at which the account is held may have in respect thereof)

Restrictions (Negative Pledge)

6. The Chargor shall not, without LTSBCF's prior written consent:

6 1 create or permit to subsist, in favour of any person other than LTSBCF, any Security Interest on the Charged Assets, except for any Permitted Security Interest,

6 2 Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge;

6 3 Dispose of any Charged Assets charged by way of floating charge other than for market value in the ordinary course of business

Definitions

7 All capitalised terms used in this form are defined in the Appendix to this form

Schedule 1 (Details of property)

The Debenture does not specify any property relating to the Chargor.

Schedule 2 (Details of plant and machinery)

The Debenture does not specify any plant and machinery relating to the Chargor.

Schedule 3 (Details of Permitted Security Interests)

The debenture dated 20 March 2013 and as acceded to on or around the date of this Debenture and made between, amongst others, the Chargor and Lloyds TSB Bank plc (as security trustee)

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

MG01 - continuation page

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6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply.

"Charged Assets" means the subject matter of the mortgages and charges created by the Debenture and set out in clause 2 of the Debenture (as described in paragraph 1 above).

"Chargor" has the meaning given to it in section 1 of the form

"Corporate Group" means the Parent and each of its Subsidiaries for the time being.

"Debenture" has the meaning given to it in section 3 of the form.

"Dispose" includes sale, transfer, lease, licence, or parting with possession or granting any interest in.

"Equipment" means any plant, machinery and/or other equipment charged to LTSBCF by the Debenture.

"Expenses" means those fees, costs, charges and expenses covenanted to be paid by the Chargor in clause 14.1 of the Debenture

"Funded Company" means each of Carbon Link Limited, Coal Products Limited and Coal Products Distribution Limited

"Indemnified Events" means those matters and events in respect of which the Chargor is liable to indemnify or reimburse LTSBCF

"Intellectual Property" means all patents (including applications, improvements, prolongations, extensions and right to apply therefor), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright, trade, brand, domain and business names, knowhow, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world

"LTSBCF" means Lloyds TSB Commercial Finance Limited

"Nominated Account" means any account opened pursuant to clause 4.1.3 of the Debenture.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Other Invoices" means all book debts, revenues and claims whether actually or contingently owing to the Chargor whether or not on account of its trading both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Chargor for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien.

"Parent" means CPL Industries Limited (company number 02993245)

"Permitted Security Interest" means any Security Interest specified in Schedule 4 to the Debenture (as described in Schedule 3 to these continuation pages) and any lien arising by operation of law in the ordinary course of trading over property other than land

"Receivables Finance Agreement" means the agreements for the sale and purchase of invoices between each Funded Company and LTSBCF, details of which are set out in Schedule 1 as varied, amended, supplemented or replaced from time to time

"Remittances" means cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement

"Secured Liabilities" has the meaning given to it in the continuation page to section 4 of this form

"Securities" means all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) and whether marketable or not, held by the Chargor at the date of the Debenture or at any time in the future including all allotments, rights and benefits at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect thereof

"Security Interest" means any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

Construction

In this form and its Appendices the following applies:

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 1 references to the "**Charged Assets**" are to the whole or any part of such property or assets, as the context requires,
- 2 references to "**LTSBCF**" include its assignees or transferees;
3. the meaning of general words introduced by the word "**other**" or (followed by the word "**including**") shall not be limited by reference to any preceding (or following) word or enumeration indicating a particular class of acts, matters or things,
- 4 references to the "**Debenture**" or any other document are to the Debenture or that document as from time to time amended, supplemented, restated, novated or replaced, however fundamentally,
- 5 references to a "**person**" include individuals, firms, partnerships, corporations, unincorporated bodies and government entities;
- 6 references to any Act of Parliament include that Act as amended, modified or re-enacted from time to time and all rules, regulations, orders and subordinate legislation made pursuant to it, any provision of the Debenture which refers to an Act which is amended, may itself be amended in such manner as LTSBCF may determine to preserve the intended effect of the Debenture; and
7. any term or phrase defined in the Companies Act 1985 and 2006 (whether capitalised or not) bears the same meaning in the Debenture

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X

EVERCROSS LLP,

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name James Oxley

Company name Eversheds LLP

Address Bridgewater Place, Water Lane

Post town Leeds

County/Region

Postcode L S 1 1 S D R

Country

DX DX 12027 Leeds - 27

Telephone 0845 498 4417



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 3034114
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 MARCH
2013 AND CREATED BY HEPTAGON LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO LLOYDS TSB COMMERCIAL FINANCE LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 5
APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2013

DX