



Registration of a Charge

Company name: **HEPTAGON LIMITED**

Company number: **03034114**



X2N4R77M

Received for Electronic Filing: **13/12/2013**

Details of Charge

Date of creation: **29/11/2013**

Charge code: **0303 4114 0012**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **AS MORE PARTICULARLY DESCRIBED IN CLAUSE 2.4 OF THE DEED OF ACCESSION, A DEED OF ACCESSION TO AN OMNIBUS GUARANTEE & SET-OFF AGREEMENT DATED 20 MARCH 2013 GRANTING A CHARGE OVER THE CREDIT BALANCES (AS DEFINED WITHIN THE OMNIBUS GUARANTEE AND SET-OFF AGREEMENT) OF HEPTAGON LIMITED**

Notification of addition to or amendment of charge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

PAUL CASTLE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3034114

Charge code: 0303 4114 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2013 and created by HEPTAGON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2013 .

Given at Companies House, Cardiff on 13th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

To be presented for registration at Companies House
within 21 days of dating against all the companies and limited liability
partnerships (both "Existing" and "Further") which are a party to this document.

THIS DEED OF ACCESSION is made the 29 day of November 2013

BETWEEN:

- (1) THE SEVERAL COMPANIES AND/OR LIMITED LIABILITY PARTNERSHIPS specified in Part I of the schedule hereto (the "Existing Companies");
- (2) THE COMPANIES/LIMITED LIABILITY PARTNERSHIPS specified in Part II of the schedule hereto (the "Further Companies"); and
- (3) LLOYDS BANK plc (the "Bank")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 20 March 2013 as supplemented by deeds dated 22 March 2013 and 24 July 2013 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement as so supplemented is hereinafter referred to as the "Principal Deed")

NOW THIS DEED WITNESSETH as follows:

1. In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.
2. The parties hereto hereby agree that the Further Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):
 - 2.1 each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:
 - 2.1.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
 - (a) In the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (b) In the event of the discontinuance of the Guarantee in respect of any Existing Company or any Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company or Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company or Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company or Further Company;

2.1.2 Interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:

2.2.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by the any one or more of the Further Companies to the Bank anywhere or for which any one or more of the Further Companies may be or become liable to the Bank in any manner whatsoever without limitation (and in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):

(a) In the case of the liquidation, administration or dissolution of such Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

(b) In the event of the discontinuance of the Guarantee in respect of such Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Further Company;

2.2.2 Interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and such Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the

Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

- 2.2.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or such Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.2.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- 2.3 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies, the Existing Companies or any of them:
- (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities; and
 - (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities;
- 2.4 each Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations.
3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if each Further Company had been one of the Companies parties to the Principal Deed.
4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 13 January 2013

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
CPL Industries Group Limited (formerly known as Broomco (4243) Limited)	07717350	Westthorpe Fields Road Killamarsh Sheffield England S21 1TZ
CPL Industries Holdings Limited	05754991	Westthorpe Fields Road, Killamarsh Sheffield England S21 1TZ
CPL Industries Limited	02993246	Westthorpe Fields Road Killamarsh Sheffield England S21 1TZ
CPL Industrial Services (Holdings) Limited	03317386	Westthorpe Fields Road Killamarsh Sheffield England S21 1TZ
Coal Products Limited	01102042	Westthorpe Fields Road Killamarsh Sheffield England S21 1TZ
Heptagon Limited	03034114	Westthorpe Fields Road Killamarsh Sheffield England S21 1TZ
Broomco (1850) Limited	03773200	Westthorpe Fields Road Killamarsh Sheffield England S21 1TZ
Carbon Link Limited	02504167	Westthorpe Fields Road Killamarsh Sheffield England S21 1TZ
CPL Distribution Limited	00544782	Westthorpe Fields Road Killamarsh Sheffield England S21 1TZ
CPL Property Limited	03075502	Westthorpe Fields Road Killamarsh Sheffield England S21 1TZ
Walter H Feltham & Son Limited	00375348	Westthorpe Fields Road Killamarsh Sheffield England S21 1TZ

Part II - The Further Companies

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
CPL Fuels Ireland Limited	505185	1 Jocelyn Place Dundalk County Louth Republic of Ireland
Carbon Link Holdings Limited	03278961	Westthorpe Fields Road Kilhamarsh Sheffield England S21 1TZ

Given under the common seal of
CPL Fuels Ireland Limited
in the presence of:

.....(insert full name)
Director:

.....(signature)

.....(insert full name)
Director:

.....(signature)

Witness:(name)

.....(signature)

Address:

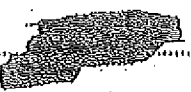
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Occupation:

SIGNED as a deed by Carbon Link Holdings Limited acting by its:

.....DAVID WALE.....(insert full name)
Director

..........(signature)

in the presence of

lds_003\5085150VI
7 October 2013 parryda

Witness: S. ARMITAGE (name)
 (signature)
 Address: WESTTHORPE FIELDS ROAD
 KILLMARNOCK
 SHEFFIELD S21 1TZ
 Occupation: COMPANY SECRETARY

SIGNED as a deed by CPL Industries Holdings Limited acting by its:

DARREN WAILE (Insert full name)
 Director
 (signature)

in the presence of
 Witness: S. ARMITAGE (name)
 (signature)
 Address: AS BEFORE
 Occupation: COMPANY SECRETARY

SIGNED as a deed by CPL Industries Limited acting by its:

DARREN WAILE (Insert full name)
 Director
 (signature)

in the presence of
 Witness: S. ARMITAGE (name)
 (signature)
 Address: AS BEFORE
 Occupation: COMPANY SECRETARY

SIGNED as a deed by CPL Industrial Services (Holdings) Limited acting by its:

DARREN WAILE (Insert full name)
 Director
 (signature)

in the presence of
 Witness: S. ARMITAGE (name)

 (signature)

Address: AS BEFORE

Occupation: COMPANY SECRETARY

SIGNED as a deed by Coal Products Limited acting by its:

DARREN WAKE (Insert full name)

Director
 (signature)

In the presence of
Witness: S. ARMITAGE (name)

 (signature)

Address: AS BEFORE

Occupation: COMPANY SECRETARY

SIGNED as a deed by Heptagon Limited acting by its:

DARREN WAKE (Insert full name)

Director
 (signature)

In the presence of
Witness: S. ARMITAGE (name)

 (signature)

Address: AS BEFORE

Occupation: COMPANY SECRETARY

SIGNED as a deed by Brocmco (1850) Limited acting by its:

DARREN WAKE (Insert full name)

Director
 (signature)

In the presence of
Witness: S. ARMITAGE (name)



(signature)

Address:

AS BEFORE

Occupation:

COMPANY SECRETARY

SIGNED as a deed by Carbon Link Limited acting by its:

DARREN WAITE (insert full name)

Director



(signature)

in the presence of

Witness:

S. ARMITAGE

(name)



(signature)

Address:

AS BEFORE

Occupation:

COMPANY SECRETARY

SIGNED as a deed by CPL Distribution Limited acting by its:

DARREN WAITE (insert full name)

Director



(signature)

in the presence of

Witness:

S. ARMITAGE

(name)



(signature)

Address:

AS BEFORE

Occupation:

COMPANY SECRETARY

SIGNED as a deed by CPL Property Limited acting by its:

DARREN WAITE (insert full name)

Director



(signature)

in the presence of

Witness:

S. ARMITAGE

(name)

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7 October 2013 parryda



.....(signature)

Address: AS BEFORE
.....

Occupation: COMPANY SECRETARY
.....

SIGNED as a deed by Walter H Poltham & Son Limited acting by its:

DARREN WALES (insert full name)
Director


.....(signature)

in the presence of
Witness: S. ARMITAGE (name)


.....(signature)

Address: AS BEFORE
.....

Occupation: COMPANY SECRETARY
.....

SIGNED as a deed by CPL Industries Group Limited acting by its:

DARREN WALES (insert full name)
Director


.....(signature)

in the presence of
Witness: S. ARMITAGE (name)


.....(signature)

Address: AS BEFORE
.....

Occupation: COMPANY SECRETARY
.....

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End of schedule 2