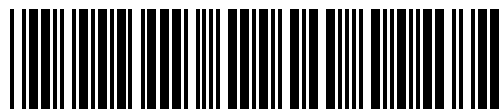




**Registration of a Charge**

Company Name: **HEPTAGON LIMITED**

Company Number: **03034114**



Received for filing in Electronic Format on the: **07/09/2022**

XBC0HWVT

**Details of Charge**

Date of creation: **31/08/2022**

Charge code: **0303 4114 0019**

Persons entitled: **BLAZE HILL CAPITAL FINANCE LIMITED**

Brief description: **TRADEMARKS - PROPRIETOR: CPL INDUSTRIES LIMITED.  
JURISDICTION: UNITED KINGDOM. TRADEMARK: CPL. TRADEMARK  
NUMBER: UK00002151639. PLEASE SEE SCHEDULE 5 AND 6 OF  
THE ATTACHED DEED FOR FULL DETAILS OF THE INTELLECTUAL  
PROPERTY AND LAND CHARGED BY WAY OF FIRST FIXED CHARGE.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or  
undertaking of the company).**

**Contains negative pledge.**

**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:

**ADDLESHAW GODDARD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3034114

Charge code: 0303 4114 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st August 2022 and created by HEPTAGON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th September 2022 .

Given at Companies House, Cardiff on 12th September 2022

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED

31 August 2022

**CPL INDUSTRIES GROUP LIMITED**

(and others as Chargors)

(1)

and

**BLAZE HILL CAPITAL FINANCE LIMITED**

(as Lender)

(2)

---

**DEBENTURE**

---

THIS DEBENTURE IS SUBJECT TO AN INTERCREDITOR AGREEMENT DATED ON OR ABOUT THE DATE OF THIS DEBENTURE BETWEEN, AMONG OTHERS, THE CHARGORS, THE LENDER AND WELLS FARGO CAPITAL FINANCE (UK) LIMITED (AS SENIOR AGENT AND SENIOR SECURITY TRUSTEE)

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**DATE OF DEBENTURE**

**31 August 2022**

**PARTIES**

- (1) **CPL INDUSTRIES GROUP LIMITED** (Company Number 07717350) (the "**Company**")
- (2) **THE COMPANIES** (if any) identified in Schedule 1 (The Chargors) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a "**Chargor**" and together the "**Chargors**")
- (3) **BLAZE HILL CAPITAL FINANCE LIMITED** (Company Number 12162487) (the "**Lender**")

**IT IS AGREED THAT:**

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Definitions**

Words and expressions defined in the Facility Agreement have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

"**ABL Agent**" has the meaning given to the term "Agent" in the ABL Facilities Agreement.

"**ABL Discharge Date**" has the meaning given to it in the Facility Agreement.

"**ABL Debenture**" means the debenture dated on or around the date of this Deed and entered into between the Chargors (as of the date of this Debenture) and Wells Fargo Capital Finance (UK) Limited (as security trustee on behalf of the ABL Finance Parties).

"**ABL Facilities Agreement**" has the meaning given to it in the Facility Agreement

"**ABL Post-Termination Rights**" means the rights which a Chargor has on the termination of the ABL Facilities Agreement to the repayment of any surplus following the collection receivables.

"**ABL Finance Parties**" has the meaning given to the term "Finance Parties" in the ABL Facilities Agreement.

"**Act**" means the Law of Property Act 1925.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Blocked Accounts**" means the bank accounts of the Chargors specified in Part I of Schedule 2 (Charged Accounts) and in the Schedule to any Deed of Accession and such other bank accounts as may be designated "*Blocked Account*" in accordance with the Facility Agreement.

**"Book Debts"** means (other than in respect of any Non-Vesting Debts or Purchased Receivables):

- (a) each Receivable and all book and other debts (including any sums owed by banks or similar institutions) both actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights relating to the debts referred to in (a) above including any related agreements, documents, rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

**"Charged Accounts"** means the Blocked Accounts and the Other Accounts.

**"CPL Ireland"** means CPL Fuels Ireland Limited (Company Number 505185).

**"CPL Ireland Excluded Assets"** means all of the assets and undertaking of CPL Ireland other than each of the Charged Accounts of CPL Ireland specified in Schedule 2 (Charged Accounts) and any replacement or redesignation thereof.

**"Deed of Accession"** means a deed of accession substantially in the form set out in Schedule 3 (Deed of Accession).

**"Disposal"** means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of a Security.

**"Dividends"** in relation to any Share, means:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of that Share.

**"Equipment"** means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

**"Facility Agreement"** means the facility agreement dated on or around the date of this Deed and made between, among others, (1) CPL Industries Group Limited as Parent, (2) those companies named in Part 1 of Schedule 1 thereto as Borrowers, (3) those companies named in Part 2 of Schedule 1 thereto as Obligor; and (4) the Lender.

**"Financial Collateral"** has the meaning given to it by the Financial Collateral Arrangements (No 2) Regulations 2003.



**"Insolvency Event"**, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction.

**"Insolvency Legislation"** means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.

**"Insurance"** means each contract or policy of insurance to which a Chargor is a party or in which it has an interest.

**"Intellectual Property"** means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, arising or subsisting in any jurisdiction, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets.

**"Investment"** means:

- (a) any Shares or loan capital held in a Subsidiary; and
- (b) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights (including Dividends and proceeds of Disposal) arising in connection with them.

**"Land"** has the same meaning as it has in section 205(1) of the Act.

**"Non-Vesting Debts"** means any Receivables which are required or purported to be Purchased Receivables pursuant to the ABL Facilities Agreement but which do not, for any reason, vest absolutely and effectively in the ABL Agent from time to time.

**"Officer"**, in relation to a person, means any officer, employee or agent of that person.

**"Other Accounts"** means the bank accounts of the Chargors specified in Part II of Schedule 2 (Charged Accounts) and in the Schedule to any Deed of Accession and such other bank accounts of the Chargors as the Lender may designate or approve.

**"Purchased Receivable"** means a Receivable purchased by the ABL Agent under the ABL Facilities Agreement.

**"Receivable"** means any debt owing to an Borrower together with all connected rights, claims, deposits and payments, including those relating to any guarantees, indemnities or bonds.

**"Receiver"** means one or more receivers or managers appointed, or to be appointed, under this Deed.

**"Right"** means any right, privilege, guarantee, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

**"Secured Obligations"** means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Lender under or pursuant to the Finance Documents.

**"Security Assets"** means all assets of each Chargor the subject of any Security created by this Deed or pursuant to a Deed of Accession.

**"Security Period"** means the period during which the liabilities of the Chargors (or any of them) remain in force in accordance with the provisions of clause 12 (Duration of the Security).

**"Shares"** means all shares held by any Chargor in any other Obligor.

**"Specified Equipment"** means the Equipment (if any) specified in Schedule 4 (Specified Equipment) and in the Schedule to any Deed of Accession.

**"Specified Intellectual Property"** means the registered Intellectual Property (if any) specified in Schedule 5 (Specified Intellectual Property) and in the Schedule to any Deed of Accession.

## **1.2 Construction**

- (a) The principles of construction set out in clause 1.2 of the Facility Agreement apply to this Deed, insofar as they are relevant to it and subject to any necessary changes as they apply to the Facility Agreement.
- (b) Unless a contrary intention appears, any reference in this Deed to:
  - (i) this Deed is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
  - (ii) a Chargor or the Lender includes any one or more of its assigns, transferees and successors in title (in the case of a Chargor, so far as any such is permitted); and

- (iii) the Lender (except for the references in clause 14 (Power of Attorney)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.
- (c) The liabilities of the Chargors under this Deed are joint and several.
- (d) Where this Deed imposes an obligation on a Chargor to do something if required or requested by the Lender, it will do so as soon as practicable after it becomes aware of the requirement or request.
- (e) It is intended that this document takes effect as a deed even though the Lender may only execute it under hand.
- (f) This Deed may be executed in any number of counterparts.
- (g) The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (h) Each category of asset, each asset and each sub-category of asset charged under clause 3 (Security) will be construed separately, as though charged independently and separately of each other.

### **1.3 Third Party Rights**

The Rights conferred on each of the Lender, each Receiver and each Officer of the Lender or a Receiver under this Deed are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999. No other term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone who is not a party to this Deed. The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party (without prejudice to the terms of the other Finance Documents).

### **1.4 Administration**

- (a) Any reference in this Deed, or any other Finance Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of a Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment.
- (b) Any reference in this Deed or any other Finance Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraphs 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

### **1.5 Present and future assets**

- (a) A reference in this Deed to any Security Asset or other asset includes, unless the contrary intention appears, present and future Security Assets and other assets.
- (b) The absence of or incomplete details of any Security Asset in any Schedule shall not affect the validity or enforceability of any Security under this Deed.

### **1.6 Discharge of certain obligations**

Notwithstanding anything to the contrary in this Debenture, the parties agree that:

- (a) discharge by a Chargor of its obligations under clauses 6.2(d) (Land) and 6.6(a) (Shares) of the ABL Debenture shall constitute discharge of its obligations under the equivalent clauses of this Deed (that is, clauses 6.2(d) (Land) and 6.6(a) (Shares)) (the "**BH Debenture Obligations**");
- (b) as soon as reasonably practicable, but in any event within five (5) Business Days (or such longer period as agreed with the Lender in writing) of the ABL Discharge Date (the "**Deadline**"), each Chargor shall satisfy its BH Debenture Obligations; and
- (c) for the avoidance of doubt, there will be no default, event or default or other breach (howsoever defined) if a Chargor does not perform its BH Debenture Obligations from the date of this Debenture up to (and including) the Deadline.

### **1.7 Fixed security**

Clauses 3.2 (Legal mortgages) to 3.4 (Fixed charges) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Deed and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Deed or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment by way of security imposed on any other asset whether within that same class of assets or not.

## **2 PAYMENT OF SECURED OBLIGATIONS**

Each Chargor covenants with the Lender that it will on demand pay and discharge the Secured Obligations when due in accordance with the terms of the Finance Documents.

## **3 SECURITY**

### **3.1 Nature of Security**

The Security contained in this clause 3 secure the payment and discharge of the Secured Obligations and are given to the Lender with full title guarantee.

### **3.2 Legal mortgage**

Each Chargor:

- (a) charges by way of legal mortgage:
  - (i) all the Land of which a brief description is contained in Schedule 6 (Land); and
  - (ii) all other Land now owned by it,and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).
- (b) mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge all of its Specified Equipment and all spare parts and replacements for and all modifications and additions to such Specified Equipment in so far as it is not charged by way of legal mortgage under clause 3.2 (Legal mortgage).

### **3.3 Assignments**

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title and interest from time to time in respect of all of its ABL Post-Termination Rights together with all other Rights accruing to, derived from or otherwise connected with them.
- (b) To the extent that any right described in clause 3.3(a) is not assignable or capable of assignment, the assignment of that right purported to be effected by this paragraph shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which a Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) Each Chargor shall remain liable to perform all its obligations under the ABL Facilities Agreement.
- (d) Notwithstanding the terms of this clause 3.3, each Chargor may at all times continue to exercise all and any of its rights (other than the ABL Post-Termination Rights) under and in connection with the ABL Facilities Agreement.

### **3.4 Fixed charge**

Each Chargor charges by way of fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) Land, other than that charged under clause 3.2 (Legal mortgage);
- (b) Equipment (other than any Specified Equipment and in so far as it is not charged by way of legal mortgage under clause 3.2 (Legal mortgage));
- (c) Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them;

- (d) Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account;
- (e) Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor;
- (f) Specified Intellectual Property;
- (g) Intellectual Property (other than any Specified Intellectual Property);
- (h) Investments, including those held for it by any nominee;
- (i) goodwill and uncalled capital;
- (j) Authorisations held by it in relation to any Security Asset;
- (k) contracts and policies of insurance;
- (l) any beneficial interest, claim or entitlement it has in any pension fund; and
- (m) to the extent not effectively assigned under clause 3.3 (Assignment) above, any ABL Post-Termination Rights,

and any Rights accruing to, derived from or otherwise connected with them.

### **3.5 Floating charge**

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

### **3.6 Trust**

If or to the extent that the mortgaging or charging of any Security Asset is ineffective because of a prohibition on that mortgaging or charging, the relevant Chargor holds it on trust for the Lender.

### **3.7 CPL Ireland Excluded Assets**

Notwithstanding any other term of this Deed, the CPL Ireland Excluded Assets shall be excluded from the Security created or purported to be created by this Deed.

## **4 CONVERSION OF FLOATING CHARGE**

- (a) Except as provided below, the Lender may convert all or part of the floating charge created by a Chargor under clause 3.5 (Floating charge) into a fixed charge by giving notice to that effect to the relevant Chargor and specifying the identity of the assets concerned. This may be done on one or more occasion, but only (i) whilst an Event of Default is continuing or (ii) if the Lender reasonably

considers that its security over the assets concerned are in jeopardy and that it is necessary to do so to protect or preserve its security.

- (b) Save in respect of a floating charge referred to in section A52(4) of the Insolvency Act 1986, the floating charge created by clause 3.5 (Floating charge) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything above with a view to obtaining a moratorium under Part A1 of the Insolvency Act 1986.
- (c) The floating charge created by this Clause 3.5 (Floating charge) shall (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge:
  - (i) in relation to any asset which is subject of a floating charge if: (A) a Chargor creates or purports to create any security on or over the relevant asset (other than Permitted Security) without the prior written consent of the Lender; (B) any person levies or attempts to levy any distress, execution, attachment or other legal process against any such asset or (C) a Chargor disposes, or attempts to dispose of, all or any part of such assets in breach of the Facility Agreement; and
  - (ii) over all of a Chargor's assets if: (A) an administrator is appointed, or the Lender receives notice of an intention or proposal to appoint an administrator, in respect of that Chargor or (B) a receiver is appointed over all or any asset of that Chargor that is subject to the floating charge.
- (d) The giving of a notice by the Lender pursuant to paragraph (a) above in relation to any class of a Chargor's assets shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

## **5 RESTRICTIONS**

- (a) Each Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Lender agrees to the contrary.
- (b) No Security will exist over, or in relation to, any Security Asset other than Permitted Security.
- (c) There will be no Disposal of any Security Asset except for a Permitted Disposal.

## **6 PERFECTION**

### **6.1 General action**

- (a) Each Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies House, an asset registry or otherwise), deposit all such documents and do all such other things as the Lender may reasonably require from time to time in order to:
  - (i) ensure that the Lender has effective Security of the type described in clause 3 (Security); and

- (ii) facilitate the enforcement of the Security created by this Deed, the realisation of the Security Assets or the exercise of any Rights held by the Lender or any Receiver or Administrator under or in connection with this Deed.
- (b) The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Security Documents.

## 6.2 Land

- (a) If any Chargor acquires any freehold or long leasehold Land in England and Wales after the date of this Deed it will:
  - (i) promptly notify the Lender;
  - (ii) if requested by the Lender and at the cost of that Chargor, execute and deliver to the Lender a charge by way of legal mortgage over that Land in favour of the Lender in substantially the same form as the legal mortgages provided pursuant to this Deed; and
  - (iii) if required by the Lender and if the title to that Land is registered at the Land Registry or required to be registered, give the Land Registry written notice of such charge.
- (b) Each Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Land in England and Wales which now or in the future is the subject of a charge by way of legal mortgage in favour of the Lender and which is, or is required to be, registered at the Land Registry:
 

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [*date of this Deed*] in favour of Blaze Hill Capital Finance Limited of Ground Floor, Egerton House, 68 Baker Street, Weybridge, Surrey, United Kingdom, KT13 8AL referred to in the Charges Register."
- (c) Each Chargor will procure the entry of a note of the obligation to make further advances under the terms of the Facility Agreement on the Charges Register of any registered land forming part of the Land over which it has created a charge by way of legal mortgage in favour of the Lender.
- (d) Each Chargor will, either:
  - (i) deposit with the Lender; or
  - (ii) deposit with a solicitor pursuant to an undertaking which is approved by the Lender,

all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to its Land.



### **6.3 Intellectual Property**

- (a) Each Chargor will promptly notify the Lender of its acquisition of, or agreement to acquire, any Intellectual Property and any action required to be taken to register any Intellectual Property.
- (b) If requested by the Lender in writing, each Chargor will promptly at its own expense execute any document and do all assurances, acts and things as the Lender may reasonably require to ensure that the Security created by this Deed are recorded in each register in each jurisdiction in which any Intellectual Property is registered or to be registered.

### **6.4 Blocked Accounts**

Each Borrower will on the date of this Deed or, in respect of any Blocked Account opened after the date of this Deed, promptly following the opening of such Blocked Account, either:

- (a) serve notice on the bank at which each Blocked Account is opened substantially in the form set out in Part I of Schedule 7 (Forms of Notice to Banks and Acknowledgement) and procure the relevant bank returns the acknowledgement substantially in the form set out in Part II of Schedule 7 (Forms of Notice to Banks and Acknowledgement) or such other form acceptable to the Lender in its absolute discretion; or
- (b) execute and deliver an account control agreement with the relevant account bank on terms acceptable to the Lender and the relevant account bank in their absolute discretion.

### **6.5 Other Accounts**

Each Chargor will on the date of this Deed or, in respect of any Other Account opened after the date of this Deed, promptly following the opening of such Other Account, either:

- (a) serve notice on the bank at which each Other Account is opened, substantially in the form set out in in Part III of Schedule 7 (Forms of Notice to Banks and Acknowledgement) and use its reasonable endeavours to procure that the relevant bank returns the acknowledgement substantially in the form set out in Part IV of Schedule 7 (Forms of Notice to Banks and Acknowledgement) or such other form acceptable to the Lender in its absolute discretion; or
- (b) execute and deliver an account control agreement with the relevant account bank on market commercial terms acceptable to the Lender and the relevant account bank.

### **6.6 Shares**

If a Chargor owns Shares, it will:

- (a) on the date of this Deed (or, if it acquires the Shares later, as soon as practicable after it does so) deposit with the Lender all certificates or other

documents of title to those Shares and stock transfer forms for them, executed in blank by the relevant Chargor;

- (b) amend the articles of association of the Obligor concerned in the manner reasonably required by the Lender (and procure that the Obligor concerned takes, or omits to take, all such other steps as the Lender may require) in order to enable it to enforce its Security without restriction; and
- (c) if reasonably required to do so by the Lender following the occurrence of an Event of Default which is continuing, procure that the Lender or its nominee becomes registered as the legal owner of the Shares concerned.

## **6.7 ABL Post-Termination Rights**

Each Chargor shall:

- (a) on the date of this Deed serve a notice of assignment, substantially in the form of Part I of Schedule 9 (Forms of Notice to and Acknowledgment from ABL Agent), on the ABL Agent; and
- (b) procure that the ABL Agent acknowledges (on behalf of the ABL Finance Parties) that notice, substantially in the form of Part II of Schedule 9 (Forms of Notice to and Acknowledgment from ABL Agent);

## **6.8 Subsequent Security Interests**

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets, it will be treated as if it had immediately opened a new account in the name of each Chargor, and all payments received by the Lender from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to the Lender.

## **7 REPRESENTATIONS**

Each Chargor makes the representations set out in this clause 7 to the Lender on the date of this Deed and on the dates on which representations are to be repeated in accordance with clause 13.34 (Times when representations made) of the Facility Agreement with reference to the facts and circumstances then existing.

### **7.1 Title**

The Chargors are the sole legal and beneficial owners of the Security Assets free of any Security or third party interest of any kind (other than pursuant to or as permitted by the Finance Documents).

### **7.2 Land**

All Land beneficially owned by a Chargor as at the date of this Deed is described in Schedule 6 (Land).

### **7.3 Investments**

- (a) All Shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 8 (Shares).
- (b) All of those Shares and, to the extent applicable, all other Investments are fully paid.

### **7.4 Specified Intellectual Property**

As at the date of this Deed:

- (a) the details of the Specified Intellectual Property appearing or referred to in Schedule 5 (Specified Intellectual Property) are true, accurate, and complete in all material respects; and
- (b) no Chargor is the owner of any interest in any other registered Intellectual Property which is not identified in that Schedule.

## **8 UNDERTAKINGS**

### **8.1 Bank Accounts**

- (a) No Chargor will be entitled to withdraw the whole or any part of any amount standing to the credit of any Blocked Account and will not take any action, claim or proceedings against the Lender or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Blocked Account.
- (b) No Chargor will maintain any bank accounts which are not Charged Accounts.

### **8.2 Book Debts**

Each Chargor will collect and realise its Book Debts and other monies and receipts in accordance with the Facility Agreement and, save to the extent that the Lender otherwise agrees in writing:

- (a) pay the proceeds of any Book Debts into a Blocked Account (in the case of each Borrower) or an Other Account (in the case of any other Chargor);
- (b) in the case of each Borrower, pay the proceeds of any Non-Vesting Debts into a Blocked Account; and
- (c) pending such payment into a Blocked Account or Other Account (as the case may be), hold the proceeds on trust for the Lender.

### **8.3 Land and Equipment**

- (a) Each Chargor will:
  - (i) comply with all material statutory, regulatory, environmental and contractual obligations relating to its Land and Equipment or its use

except to the extent that non-compliance of such obligations would not materially adversely affect the value or marketability of any such asset;

- (ii) comply with all obligations imposed on it, and enforce the observance and performance of all obligations of all other persons, under any lease of its Land;
  - (iii) keep and maintain its Land and Equipment in good repair, working order and condition (ordinary wear and tear excepted) and permit the Lender and its representatives to enter and view their state and condition in accordance with the Facility Agreement;
  - (iv) pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of its Land and Equipment and on request produce evidence of such payment to the Lender;
  - (v) notify the Lender of any loss, theft, damage or destruction (ordinary wear and tear excepted) to any Specified Equipment; and
  - (vi) notify the Lender of the location of the Specified Equipment, ensure that such location is suitable for its use or storage and keep the Specified Equipment at that location unless agreed otherwise by the Lender.
- (b) No Chargor will, without the prior written consent of the Lender:
  - (i) make any modification or permit any modification to be made to the Specified Equipment if the effect of such modification may be to reduce the value of the Specified Equipment;
  - (ii) grant or extend any lease, agreement for lease or licence, or part with or share possession or occupation, of its Land;
  - (iii) grant any licence or permission to any occupier to assign, underlet, part with possession or occupation or change the use of its Land;
  - (iv) determine, accept or agree to accept the surrender of any leasehold interest in any of its Land;
  - (v) apply to the Land Registry to register the whole or any part of its Land as commonhold land or establish a commonhold association in respect of any of its Land; or
  - (vi) make a material change to the use of any of its Land.
- (c) Each Chargor will promptly notify the Lender if:
  - (i) it receives any notice under section 146 of the Act; or
  - (ii) any proceedings are commenced against it for the forfeiture of any lease of its Land.

## **8.4 Intellectual Property**

Each Chargor will:

- (a) take all reasonable steps to safeguard and maintain its Rights in connection with Intellectual Property, including obtaining all necessary registrations and paying all applicable renewal fees and licence fees;
- (b) not discontinue the use of the Intellectual Property; and
- (c) use all reasonable endeavours to protect its Intellectual Property against theft, loss, destruction, unauthorised access, copying or use by third parties and, promptly on becoming aware of any material infringement of, or challenge to, any of its Intellectual Property, inform the Lender and take any steps at the cost of such Chargor as the Lender may from time to time reasonably specify in relation to the infringement or challenge.

## **8.5 Investments**

- (a) After an Event of Default occurs which is continuing, each Chargor will:
  - (i) promptly pay over to the Lender all distributions relating to its Investments; and
  - (ii) exercise all voting and other Rights attached to the Investments in any manner which the Lender may direct. Until such time each Chargor will be entitled to exercise those Rights.
- (b) Each Chargor will comply with all conditions and obligations assumed by it in respect of any of its Investments where failure to comply would in the reasonable opinion of the Lender materially adversely affect the interests of the Lender under the Finance Documents.

## **9 ENFORCEMENT**

### **9.1 Time for enforcement**

The Security created by a Chargor under this Deed will become enforceable on the occurrence of an Event of Default which is continuing or if a Chargor so requests.

### **9.2 Powers on enforcement**

At any time after the Security created by a Chargor under this Deed have become enforceable, the Lender may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) serve notice on any bank at which an Other Account is open, terminating the Chargor's right to operate such Other Account;
- (b) exercise all the Rights given to mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;

- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, but without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, appropriate it and transfer the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18 of the Financial Collateral Arrangements (No.2) Regulations 2003;
- (e) subject to clause 10.1 (Appointment), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets;
- (f) appoint an administrator of any Chargor; and
- (g) taking any other action it may decide in any jurisdiction other than England.

### **9.3 Disposal of the Security Assets**

In exercising the powers referred to in clause 9.2 (Powers on enforcement), the Lender or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

### **9.4 Application of proceeds**

All money received by the Lender or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Security Documents) will be applied in the following order of priority:

- (a) first, in or towards payment of all amounts payable to the Lender, any Receiver or their Officers under clause 13 (Expenses, liability and indemnity) and all remuneration due to any Receiver under or in connection with the Security Documents;
- (b) secondly, in or towards payment of the Secured Obligations in such order as is required by the Facility Agreement (and, if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable); and
- (c) thirdly, in payment of any surplus to the Chargor or other person entitled to it.

## **10 APPOINTMENT AND POWERS OF RECEIVER**

### **10.1 Appointment**

A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation. The appointment of a Receiver may be made subject to such limitations as are specified by the Lender in the appointment. If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Lender may specify to the contrary in the appointment. Subject to the Insolvency Legislation, the Lender may remove or replace any Receiver.

## **10.2 Powers**

A Receiver will have the powers given to him by the Insolvency Legislation, the powers given to a mortgagee or a receiver by Act, but without the restrictions contained in section 103 of the Act and the power to do, or omit to do, on behalf of a Chargor, anything which that Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and that Chargor were not in insolvency proceedings. Except to the extent provided by law, none of the powers described in this clause 10 will be affected by an Insolvency Event in relation to a Chargor.

## **10.3 Status and remuneration**

- (a) A Receiver will be the agent of the relevant Chargor, which will be solely responsible for his acts and defaults and for the payment of his remuneration.
- (b) The Lender may from time to time determine the remuneration of any Receiver.

## **10.4 Third parties**

A person dealing with the Lender or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

# **11 PRESERVATION OF SECURITY**

## **11.1 Waiver of defences**

Neither the Security created by this Deed nor the obligations of any Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this clause 11.1, would reduce, release or prejudice those Security or any of those obligations under this Deed (whether or not known to it or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

## **11.2 Immediate recourse**

Each Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

## **11.3 Appropriations**

Until the expiry of the Security Period, the Lender may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Lender in respect of the Secured Obligations, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and no Chargor will be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Obligations.

## **11.4 Deferral of Chargors' rights**

Until the expiry of the Security Period, and unless the Lender otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by any other Obligor;
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Lender's rights under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which a Chargor has granted security under this Deed;
- (e) to exercise any right of set-off against any Chargor; and/or
- (f) to claim or prove as a creditor of any Chargor in competition with the Lender.



If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by the Chargors under or in connection with the Finance Documents to be repaid in full and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with the terms of this Deed.

### **11.5 Chargors' intent**

Without prejudice to the generality of Clause 11.1 (Waiver of defences), each Chargor expressly confirms that it intends that the Security created or expressed to be created in favour of the Lender pursuant to this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents.

## **12 DURATION OF THE SECURITY**

- (a) The liabilities of each Chargor under the Finance Documents and the Security created by the Security Documents will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (b) If any payment by a Chargor or any other security provider or any release given by the Lender (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of an Insolvency Event or any similar event:
  - (i) the liability of such Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
  - (ii) the Lender will be entitled to recover the value or amount of that security or payment from such Chargor, as if the payment, release, avoidance or reduction had not occurred.
- (c) Section 93 of the Act will not apply to the Security Documents.

## **13 EXPENSES, LIABILITY AND INDEMNITY**

- (a) Each Chargor will, within three Business Days of demand, pay all legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by the Lender or by any Receiver in connection with the Security Documents. This includes any costs and expenses relating to the enforcement or preservation of the Security Assets or any of their respective Rights under the Security Documents and any amendment, waiver, consent or release required in connection with the Security Documents.
- (b) Neither the Lender nor a Receiver nor any of their Officers will be in any way liable or responsible to a Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Security Assets or the Security Documents, except to the extent caused by its own gross negligence or wilful misconduct.

- (c) Each Chargor will, within three Business Days of demand, indemnify each of the Lender, a Receiver and their respective Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:
  - (i) anything done or omitted in the exercise of the powers conferred on it by the Security Documents, unless it was caused by its gross negligence or wilful misconduct;
  - (ii) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Security created by the Security Documents had not been granted and which was not caused by its gross negligence or wilful misconduct; or
  - (iii) any breach by the Chargor of the Finance Documents.
- (d) The Lender, any Receiver and their respective Officers will be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in this clause 13.

#### **14 POWER OF ATTORNEY**

- (a) Each Chargor, by way of security, irrevocably appoints each of the Lender and any Receiver severally to be its attorney to do the following:
  - (i) at any time, anything which the Chargor is obliged to do under the Finance Documents and which the Chargor has failed to do within 10 Business Days of such obligation arising; or
  - (ii) at any time following the occurrence of an Event of Default which is continuing:
    - (A) anything which the Chargor is obliged to do under the Finance Documents; or
    - (B) which the attorney may require to exercise any of the Rights conferred on it by the Security Documents or by law.
- (b) Each Chargor agrees, on the request of the Lender or any Receiver, to ratify and confirm all such action taken.

#### **15 REMEDIES**

- (a) The Rights created by this Deed are in addition to any other Rights of the Lender against the Chargors or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- (b) No failure by the Lender to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by the Lender preclude its further exercise.

- (c) If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

## **16 NOTICES**

Any communications to be made under or in connection with this Deed will be made in accordance with clause 24 (Communications) of the Facility Agreement.

## **17 MISCELLANEOUS**

### **17.1 Accession of Affiliates**

- (a) To the extent that any Affiliate of the Company is required by the terms of the Finance Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate will on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed will be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company will be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor will be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

### **17.2 Other Accounts**

At any time before the Security created by this Deed has become enforceable, in the absence of any directions from the Lender to the contrary, any amount permitted by the terms of the Finance Documents to be paid into an Other Account will on payment into such account stand released from the fixed charge created by clause 3.4 (Fixed charge) and will stand subject to the floating charge created by clause 3.5 (Floating charge), provided that such release will in no respect prejudice the continuance of any fixed charge created by clause 3.4 (Fixed charge) in respect of any other amount.

## **18 GOVERNING LAW AND JURISDICTION**

### **18.1 Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

### **18.2 Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "Dispute").

- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

**SCHEDULE 1**  
**The Chargors**

<b>Name of Chargor</b>	<b>Registration number (or equivalent, if any), jurisdiction of incorporation</b>
CPL Industries Group Limited	07717350, England
CPL Industries Holdings Limited	05754991, England
CPL Industries Limited	02993245, England
Coal Products Limited	01102042, England
Heptagon Limited	03034114, England
CPL Distribution Limited	00544782, England
CPL Industrial Services (Holdings) Limited	03317386, England
Broomco (1850) Limited	03773200, England
Carbon Link Holdings Limited	03278961, England
Carbon Link Limited	02504167, England
CPL Industries (EMEA) Limited	06242405, England
Housefuel Limited	09271847, England
CPL France Limited	06165501, England
CPL Trading Limited	02980895, England
CPL Industries Latvia Limited	00584163, England
CPL Icon Processing Systems Limited	10712256, England
Walter H. Feltham & Son Limited	00375348, England
CPL Fuels Ireland Limited	505185, Ireland

**SCHEDULE 2**  
**Charged Accounts**

**Part I - Blocked Accounts**

Chargor	Bank	Branch	Sort Code	Account No.
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**Part II - Other Accounts**

Chargor	Bank	Branch	Sort Code	Account No.
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Carbon Link Limited	Lloyds Plc	Bank Sheffield	██████	██████6101
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Coal Products Limited	Lloyds Plc	Bank Sheffield	██████	██████5903
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CPL Distribution Limited	Lloyds Plc	Bank Sheffield	██████	██████6004
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CPL France Limited	Lloyds Plc	Bank Sheffield	██████	██████4860
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CPL Fuels Ireland Limited	Lloyds Plc	Bank Sheffield	██████	██████2308
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CPL Industries Group Limited	Lloyds Plc	Bank Sheffield	██████	██████8003
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CPL Industries Holdings Limited	Lloyds Plc	Bank Sheffield	██████	██████5709
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CPL Industries Limited	Lloyds Plc	Bank Sheffield	██████	██████2505
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Walter H. Feltham & Son Limited	Lloyds Plc	Bank Sheffield	██████	██████5806
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Carbon Link Limited	Lloyds Plc	Bank International	██████	██████5990
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Coal Products Limited	Lloyds Plc	Bank International	██████	██████6032
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CPL Distribution Limited	Lloyds Plc	Bank International	██████	██████5893
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CPL France Limited	Lloyds Plc	Bank International	██████	██████3990
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<b>CPL Fuels Ireland Limited</b>	Lloyds Plc	Bank	International	██████	██████2690
<b>CPL Industries Latvia Limited</b>	Lloyds Plc	Bank	International	██████	██████7621
<b>CPL Industries Limited</b>	Lloyds Plc	Bank	International	██████	██████3508
<b>Carbon Link Limited</b>	Lloyds Plc	Bank	International	██████	██████3918
<b>Coal Limited Products</b>	Lloyds Plc	Bank	International	██████	██████3950
<b>CPL Distribution Limited</b>	Lloyds Plc	Bank	International	██████	██████3926
<b>CPL France Limited</b>	Lloyds Plc	Bank	International	██████	██████3857
<b>CPL Fuels Ireland Limited</b>	Lloyds Plc	Bank	International	██████	██████5806
<b>CPL Industries Limited</b>	Lloyds Plc	Bank	International	██████	██████6186
<b>CPL Industries Latvia Limited</b>	Lloyds Plc	Bank	Leeds	██████	██████9768
<b>CPL Industries Latvia Limited</b>	Lloyds Plc	Bank	Leeds	██████	██████0560
<b>CPL Industries Latvia Limited</b>	Lloyds Plc	Bank	Leeds	██████	██████1368
<b>CPL Industries (EMEA) Limited</b>	Lloyds Plc	Bank	Leeds	██████	██████9360
<b>CPL Icon Processing Systems Limited</b>	Lloyds Plc	Bank	Sheffield	██████	██████8660
<b>CPL Trading Limited</b>	Lloyds Plc	Bank	Sheffield	██████	██████1560
<b>CPL Industries (EMEA) Limited</b>	Lloyds Plc	Bank	International	██████	██████3486
<b>CPL Trading Limited</b>	Lloyds Plc	Bank	International	██████	██████8648
<b>CPL Industries Latvia Limited</b>	Lloyds		International	██████	██████6591

<b>CPL Industries (EMEA) Limited</b>	Lloyds Plc	Bank	International	██████	██████6052
<b>CPL Trading Limited</b>	Lloyds Plc	Bank	International	██████	██████8172
<b>Carbon Link Limited</b>	Lloyds Plc	Bank	International	██████	██████9656
<b>CPL Limited</b>	Lloyds Plc	Bank	International	██████	██████9737
<b>Coal Limited</b>	Lloyds Plc	Bank	International	██████	██████0075
<b>CPL Limited</b>	Lloyds Plc	Bank	International	██████	██████9218
<b>Coal Limited</b>	Lloyds Plc	Bank	International	██████	██████0057
<b>CPL Limited</b>	Lloyds Plc	Bank	International	██████	██████0375
<b>Housefuel Limited</b>	Santander plc	UK	Bootle	██████	██████7214



**SCHEDULE 3**  
**Deed of Accession**

**DATE OF DEED OF ACCESSION**

**2022**

**PARTIES**

- (1) [• ] **LIMITED** (Company Number [• ]) whose registered office is at [• ][a corporation organised and existing under the laws of [• ] whose principal place of business is at [• ][of [• ]] (the "**New Chargor**")
- (2) **CPL INDUSTRIES GROUP LIMITED** (Company Number 07717350) whose registered office is at Westthorpe Fields Road Killamarsh Sheffield, S21 1TZ for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (the "**Company**")
- (3) **BLAZE HILL CAPITAL FINANCE LIMITED** (Company Number 12162487) (the "**Lender**")

**INTRODUCTION**

- A The Company and others as Chargors entered into a debenture dated [•] (as supplemented and amended from time to time, the Debenture) in favour of the Lender.
- B The New Chargor has at the request of the Company and in consideration of the Lender continuing to make facilities available to the Borrowers and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- C The Chargors and the Lender intend that this document take effect as a deed notwithstanding that it may be executed under hand.

**IT IS AGREED THAT:**

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture will be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession will be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Lender the assignments, charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security will be effective and binding on it and its property and assets and will not in any way be avoided, discharged or released or otherwise adversely affected by any

ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.

- 5 The Debenture and this Deed will be read and construed as one to the extent and so that references in the Debenture to:
- (a) this Deed and similar phrases will be deemed to include this Deed;
  - (b) Schedule 2 (Charged Accounts) will be deemed to include a reference to Part I of the Schedule to this Deed;
  - (c) Schedule 4 (Specified Equipment) will be deemed to include a reference to Part II of the Schedule to this Deed.
  - (d) Schedule 5 (Specified Intellectual Property) will be deemed to include a reference to Part III of the Schedule to this Deed;
  - (e) Schedule 6 (Land) will be deemed to include a reference to Part IV of the Schedule to this Deed; and
  - (f) Schedule 8 (Shares) will be deemed to include a reference to Part V of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part I of the Schedule to this Deed:
- (a) as Other Accounts will be designated as Other Accounts; and
  - (b) as Blocked Accounts will be designated as Blocked Accounts,
- for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Obligations, and in the manner specified in clause 3.1 (Nature of ) of the Debenture:
- (a) charges by way of legal mortgage:
    - (i) all the Land (if any) a brief description of which is contained in Schedule 6 (Land) to the Debenture and/or Part IV of the Schedule to this Deed; and
    - (ii) all other Land now owned by it,
- and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).

- (b) mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge all of its Equipment (if any) including those in respect of which brief descriptions are specified in Part II of the Schedule to this Deed (which will from today's date form part of the Specified Equipment for the purposes of the Debenture) and all spare parts and replacements for and all modifications and additions to such Equipment;
- (c) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title and interest from time to time in respect of all of its ABL Post-Termination Rights, together with all other Rights accruing to, derived from or otherwise connected with them; and to the extent that any right described in this paragraph is not assignable or capable of assignment, the assignment of that right purported to be effected by this paragraph shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the New Chargor may derive from that right or be awarded or entitled to in respect of that right
- (d) charges by way of fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:
  - (i) Land, other than that charged under sub-paragraph (a) above;
  - (ii) the Blocked Account(s) specified in Part I of the Schedule to this Deed and all monies standing to the credit of such Blocked Account(s) and the debts represented by them;
  - (iii) Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the New Chargor but excluding the Charged Accounts and any amounts standing to the credit of any such Charged Account;
  - (iv) the Intellectual Property (if any) specified in Part III of the Schedule to this Deed (which will from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture);
  - (v) Intellectual Property not charged under sub-paragraph (d)(iv) above;
  - (vi) (including those held for it by any nominee) Investments including all of the Shares (if any) brief descriptions of which are specified in Part V of the Schedule to this Deed;
  - (vii) goodwill and uncalled capital;
  - (viii) Authorisations held by it in relation to any Security Asset;
  - (ix) contracts and policies of insurances;
  - (x) any beneficial interest, claim or entitlement it has in any pension fund; and
  - (xi) to the extent not effectively assigned under paragraph c above, any ABL Post-Termination Rights,

and any Rights accruing to, derived from or otherwise connected with them.

(e) charges by way of floating charge all its present and future business, undertaking and assets

- 9 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 10 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").
- 11 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

## **SCHEDULE 1**

### **Part I – Charged Accounts**

#### **Blocked Accounts**

[Insert details of all Blocked Accounts of the New Chargor]

#### **Other Accounts**

[Insert details of all Other Accounts of the New Chargor]

### **Part II – Specified Equipment**

[Insert details of any Equipment owned by the New Chargor which is to be Specified Equipment]

### **Part III – Specified Intellectual Property**

[Insert details of any registered Intellectual Property owned by the New Chargor]

### **Part IV – Land**

[Insert details of any real property owned by the New Chargor]

### **Part V – Shares**

[Insert details of all Shares held by the New Chargor]

## THE NEW CHARGOR

**EXECUTED** and delivered [when dated] )  
as a deed by **[NAME OF COMPANY]** )  
acting by **[NAME OF DIRECTOR]**, a )  
director, in the presence of: )

.....  
[Signature of Director]  
Director

Signature of Witness: .....

Name:

Occupation:

Address:

## THE COMPANY

**EXECUTED** and delivered [when dated] )  
as a deed by **[NAME OF COMPANY]** )  
acting by **[NAME OF DIRECTOR]**, a )  
director, in the presence of: )

.....  
[Signature of Director]  
Director

Signature of Witness: .....

Name:

Occupation:

Address:

**THE LENDER**

**SIGNED by BLAZE HILL CAPITAL  
FINANCE LIMITED**

.....  
[Signature of Party]

**SCHEDULE 4**  
**Specified Equipment<sup>1</sup>**

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
(4) Fairpoint intake hoppers	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Approximately 40m enclosed scraper conveyor with incline and drop	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H01
Approximately 10m enclosed scraper conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H02
Swing hammer crusher with inline metal detector	Southern Way, Immingham, DN40 2NX, MHT2 Plant	Z02
Approximately 8m enclosed conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H03A
Vibratory sieve/shaker table	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Approximately 50m incline belt conveyor with Eriez overline magnet	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H04
Weighing conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	X11
50T loading hopper	Southern Way, Immingham, DN40 2NX, MHT2 Plant	B15
Screw conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H06
Screw conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H07

<sup>1</sup> Serial number and asset registration number to be provided.



<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Primary cyclone	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
(4) Secondary cyclones	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
(4) Fines screw collection conveyors	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H27, H28, H29 & H30
Primary cyclone fines collection conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H08
Dried coal collection screw conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H09A
Dried coal collection screw conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H09B
VJB dry hammer crusher	Southern Way, Immingham, DN40 2NX, MHT2 Plant	Z01
Enclosed scraper conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H10
Vertical elevating bucket and chain conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H11
Cross conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H12
DCE dust extraction unit	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
1T batch mixer hopper with dosing unit	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Enclosed conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H36

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Approximately 100T dry coal holding hopper	Southern Way, Immingham, DN40 2NX, MHT2 Plant	B08
Horizontal shear plough blender/mixer with load cells and molasses injector	Southern Way, Immingham, DN40 2NX, MHT2 Plant	R01
Hopper collector	Southern Way, Immingham, DN40 2NX, MHT2 Plant	B07
Screw metering conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H13
Sollitech mixer dual screw conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	R03
Briquette forming press with rotating pan infeed, interchangeable tooling	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Fines scraper conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H18
Vertical bucket elevator	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H15
Conveyor to R03	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Spreader conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H16
Approximately 60m gas-fired 13-burner throughfeed fan assisted curing oven	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Waste gas reclamation fan	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Horizontal burner incinerator with return to process	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Induced draft fan	Southern Way, Immingham, DN40 2NX, MHT2 Plant	B14
Chimney stack	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
(2) Enclosed approximately 30m cured briquette collection conveyors	Southern Way, Immingham, DN40 2NX, MHT2 Plant	H21 & H22
Quench bath with throughfeed mesh conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Weigh belt	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Finished product conveyor	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Carr Environmental Engineering cooling tower	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Heat exchange plant	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Water storage tank	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
270T jacketed molasses tank	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
(2) 35T Sulphuric acid tanks (2007)	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Horizontal acid storage tank	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Resin tank	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Stainless steel mixed binder tank	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
Soft loading plant comprising: Collection hopper Incline conveyor Vibratory screen Adjustable height depositing hopper	Southern Way, Immingham, DN40 2NX, MHT2 Plant	N/A
(3) Intake hoppers	Southern Way, Immingham, DN40 2NX, MHT1 Plant	80.04, 08.05, 80.06 (3)
Intake hopper	Southern Way, Immingham, DN40 2NX, MHT1 Plant	80.07
Scraper collection conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	80.07
Belt conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	80.12
Wet coal crusher	Southern Way, Immingham, DN40 2NX, MHT1 Plant	80.13
Enclosed scraper incline conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	80.11
Enclosed belt incline conveyor with overline magnet	Southern Way, Immingham, DN40 2NX, MHT1 Plant	1.2

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Shaker conveyor screen	Southern Way, Immingham, DN40 2NX, MHT1 Plant	1.4
Approximately 50m enclosed incline conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	1.5
Hot curing plant (now redundant and out of use) comprising: Vertical hot air dryer Primary cyclone Secondary cyclones Gas reclamation plant Crusher Mixer/blender Connecting conveyors and materials handling	Southern Way, Immingham, DN40 2NX, MHT1 Plant	N/A
Approximately 20m weighing conveyor with infra-red heating	Southern Way, Immingham, DN40 2NX, MHT1 Plant	4.1
Enclosed screw conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	3.7
Gravity drop	Southern Way, Immingham, DN40 2NX, MHT1 Plant	N/A
Screw conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	9.11
Sollitech horizontal ribbon blender	Southern Way, Immingham, DN40 2NX, MHT1 Plant	9.12
Briquette forming press with rotating pan infeed, interchangeable tooling	Southern Way, Immingham, DN40 2NX, MHT1 Plant	N/A
Spreader conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Belt conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	12.2
Fines collection conveyors and vertical bucket elevator	Southern Way, Immingham, DN40 2NX, MHT1 Plant	12.3, 12.4 & 12.5
Resin tank	Southern Way, Immingham, DN40 2NX, MHT1 Plant	N/A
Triacetin tank	Southern Way, Immingham, DN40 2NX, MHT1 Plant	N/A
Silicate tank	Southern Way, Immingham, DN40 2NX, MHT1 Plant	28.20
Carr Environmental engineering cooling tower	Southern Way, Immingham, DN40 2NX, MHT1 Plant	N/A
(2) Heat exchangers	Southern Way, Immingham, DN40 2NX, MHT1 Plant	19.13 & 19.14
Approximately 60m gas fired 13-burner throughfeed oven (Now utilised as ambient curing tunnel)	Southern Way, Immingham, DN40 2NX, MHT1 Plant	N/A
Outfeed conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	19.3
Mogensen vibratory shaker	Southern Way, Immingham, DN40 2NX, MHT1 Plant	N/A
Belt conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	19.4
Weigh belt conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	19.5

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Incline conveyor	Southern Way, Immingham, DN40 2NX, MHT1 Plant	20.04
Activated carbon pilot plant including: Biomass feed Heated screw Incinerator stack All associated pumps, motors, pipework, columns etc.	Southern Way, Immingham, DN40 2NX, R&D Lab	N/A
Briquetting pilot plant including: PPM mixing unit Pepex M55D forming machine	Southern Way, Immingham, DN40 2NX, R&D Lab	N/A
Acid wash column	Southern Way, Immingham, DN40 2NX, R&D Lab	N/A
BJD Crushers Hammermill 15x8 crusher Serial no. MCA6561 (2020) (Possibly third party owned)	Southern Way, Immingham, DN40 2NX, R&D Lab	N/A
Extec screener conveyor Serial no. 4299 (1996)	Southern Way, Immingham, DN40 2NX, Ancillary Items	HF02
Extec screener conveyor	Southern Way, Immingham, DN40 2NX, Ancillary Items	HF08
Hopper Manual picking station Screening conveyor (Located in backlands)	Southern Way, Immingham, DN40 2NX, Ancillary Items	Comm2
Extec screening conveyor Serial no. 4746 (1997)	Southern Way, Immingham, DN40 2NX, Ancillary Items	HF05

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Extec screening conveyor	Southern Way, Immingham, DN40 2NX, Ancillary Items	HF04
Extec screening conveyor	Southern Way, Immingham, DN40 2NX, Ancillary Items	HF07
Viper 1035E Turbo screening conveyor	Southern Way, Immingham, DN40 2NX, Ancillary Items	HF06
Screeners conveyor (Located in backlands)	Southern Way, Immingham, DN40 2NX, Ancillary Items	HF03
Atlas Copco GA30 air compressor	Southern Way, Immingham, DN40 2NX, Ancillary Items	N/A
Atlas Copco FX13 air dryer (2015)	Southern Way, Immingham, DN40 2NX, Ancillary Items	N/A
Atlas Copco GA30VSD+ packaged air compressor Serial no. AP1831493 (2016)	Southern Way, Immingham, DN40 2NX, Ancillary Items	N/A
Portable Conveyors Finlay 390 screening conveyor Serial no. FPX1067 (refurbished 2021)	Southern Way, Immingham, DN40 2NX, Ancillary Items	N/A
Portable Conveyors Finlay 390 screening conveyor Serial no. FPX1068 (refurbished 2021)	Southern Way, Immingham, DN40 2NX, Ancillary Items	N/A
Pollard pedestal drill	Southern Way, Immingham, DN40 2NX, Workshop	N/A
Peoples Republic of China workshop lathe	Southern Way, Immingham, DN40 2NX, Workshop	N/A



<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Pearson approx. 2.5m guillotine	Southern Way, Immingham, DN40 2NX, Workshop	N/A
Atlas Copco GA30 packaged air compressor	Southern Way, Immingham, DN40 2NX, Workshop	N/A
Bergonzi T40 radial arm drill	Southern Way, Immingham, DN40 2NX, Workshop	N/A
Pedrazoli SN310 band saw	Southern Way, Immingham, DN40 2NX, Workshop	N/A
Plate roller	Southern Way, Immingham, DN40 2NX, Workshop	N/A
Under-carriage discharge collection unit	Southern Way, Immingham, DN40 2NX, Rail Discharge Unit	N/A
Belt conveyor	Southern Way, Immingham, DN40 2NX, Rail Discharge Unit	N/A
(2) Incline belt conveyors	Southern Way, Immingham, DN40 2NX, Rail Discharge Unit	N/A
Parr 6100 Calorimeter	Southern Way, Immingham, DN40 2NX, Laboratory	N/A
Leco SC832 sulphur analyser	Southern Way, Immingham, DN40 2NX, Laboratory	N/A
Leco TGA801 thermogravimetal analyser	Southern Way, Immingham, DN40 2NX, Laboratory	N/A
Main Automated Line	Lawn Road Industrial Estate, Carlton in Lindrick,	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
	Worksop, S81 9LB, Top Shed	
Hopper Feed	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Vibratory screening unit	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
David Harrison belt conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Enclosed approximately 40m conveyor belt	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	FB1
Approximately 15m inclined belt conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	FB2
Inclined belt conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Hopper and 2-way splitter with (2) Gough vibratory feeders	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
RM Group approximately 10m inclined conveyor Serial no. IC BA1 (2012)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	FB4

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Nesco Weighing 12-head multihead weigher (advised 1994)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Parker Plant 4.5m incline conveyor Serial no. 10032-2 (2010)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	FB5
Nesco Weighing 12-head multihead weigher (Advised 1994)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
(2) Compair Cyclone packaged air compressors	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Atlas Copco GA22 packaged air compressor Serial no. AP1291962 (2006)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Beko air dryer	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
PKT Technology FPK66 dual form fill seal machine Serial no. 238-13-00 (2013) with outfeed incline conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
PKT Technology FPK66 dual form fill seal machine Serial no. 200-	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
12-02 (2012) with outfeed incline conveyor		
RM Group belt conveyors with 90° bend	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
(2) Kuka KR240 R3200PA robotic packing arm with dual gripper picking head	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Automated pallet infeed system	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Roller conveyor system	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Lachenmeier PowerFlex T1 model HT011E 221644 automated pallet wrapping machine Serial no. 099028	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Charcoal Packing Line	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Palamatic Handling Goliath 200 bag splitting machine	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Hopper infeed with enclosed swan neck pocketed belt conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Mogensen SPL 1250/2500-K358 2-stage grader Serial no. C982800 (1998)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Enclosed incline swan neck conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Unbranded 3-bag dust extraction unit	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
(2) Nederman Airmaster Auto M dual bag dust extraction units	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Airmaster 75.2.755 3-bag dust extraction unit Serial no. 13348C	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Intermediate hopper feed	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Mogensen vibratory conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Enclosed swan neck conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
10-head multihead weigher with Ward Bender controls	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Manual bagging station comprising:  Approximately 2m belt conveyor  (2) Fischbein-Saxon SB1000+ heat sealers  Fischbein model 100 stitching machine  Serial no. AO4538 (2012)  Fischbein Saxon 100 heat sealer	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Siat semi automated stretch pallet wrapper	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Atlas Copco GA30FF packaged air compressor Serial no. AP1321012 (2012)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A
Vertical air receiver tank	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Top Shed	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Siat stretch pallet wrapper	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Lower Shed	N/A
Rebagging Line	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Lower Shed	N/A
Bulk bagger infeed frame	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Lower Shed	N/A
RM Group enclosed conveyor and manual bagging unit	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Lower Shed	N/A
Saxon 5 hot air sealer with belt conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Lower Shed	N/A
Tennant 6400D sweeper unit Serial no. 640041469 (2000)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ancillary Assets Throughout	N/A
DAF 45.160 Scarab Merlin Unidrive road sweeper Registration no. YY12 MUB	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ancillary Assets Throughout	N/A
Toyota 62-6FDF25 forklift truck Serial no. 57811-2360-71	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ancillary Assets Throughout	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
Toyota 626FDF25 2.5T forklift (1997)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ancillary Assets Throughout	N/A
Linde H2OD 2T forklift Serial No. 351E09030720 (1994)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ancillary Assets Throughout	N/A
John Deere 3200 telehandler Serial no. Z03200X200288 (2000)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ancillary Assets Throughout	N/A
Line C (Semi-Automated Line)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Boge S29-2 receiver mounted air compressor Serial no. 5013927 with Boge mounted air dryer	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Loading hopper	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Vibratory screener with swan neck conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
The Sack Filling & Robot Palletising Company T720-00 2-head weighing and filling machine Serial no. T720-102 (2017)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A



<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
90 degree belt conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Belt conveyor with bag turning unit	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Fischbein-Saxon SH1000 heat sealer	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Concept inline checkweigher conveyor	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Automated pallet infeed	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Kuka KR180-2PA robotic packing arm with dual gripper picking head	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Roller conveyor unit	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Siat stretch pallet wrapper	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Semi-Automated bagging line consisting of	Lawn Road Industrial Estate, Carlton in Lindrick,	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
<p>(formerly known as 'Mansfield Line'):</p> <p>Infeed hopper</p> <p>Incline conveyor</p> <p>Multi-head checkweigher</p> <p>PKT single form filling seal machine with outfeed conveyor</p> <p>Roller conveyor</p> <p>Kuka 180-2 PA Robotic packing arm Serial no. 941458</p>	Worksop, S81 9LB, Ilkeston	
Robopac in line over head stretch pallet wrapper Serial no. 2B18050220	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
JCB 531-70 loading shovel Serial no. 91516806	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Kohler SDMO J220K generator Serial no. 1809210	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Fischbein-Saxon SH1000 heat sealer	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Fischbein-Saxon SH2000 heat sealer (Asset advised to be under repair at third party at time of inspection)	Lawn Road Industrial Estate, Carlton in Lindrick, Worksop, S81 9LB, Ilkeston	N/A
Water/Carbon intake	Southern Way, Immingham DN40	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
	2NX, CR1 (Food Grade)	
Forbes water tank Serial no. V94500/103 (2017)	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
(2) Forbes polyester resin fibre glass tanks Serial no's. V94500/102 & V94500/101 (2017)	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Como Engineering acid wash plant installation	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Forbes acid storage tank	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Forbes water storage tank	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Forbes caustic storage tank Serial no. P89393 (2014)	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Carbon processing plant	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Kason vibratory sieve	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Hopper loader	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Ansac Syngas Sacto 1400 waste gas purging	Southern Way, Immingham DN40	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
furnace Serial no. T1432 (2013)	2NX, CR1 (Food Grade)	
Screw conveyor	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Elevating bucket conveyor	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Kason vibratory sieve	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Bulk bag filling plant	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
DustCheck extraction unit	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
Scrubber column and stack	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
All associated controls, pipework, valves etc.	Southern Way, Immingham DN40 2NX, CR1 (Food Grade)	N/A
(3) Sprioflow bulk bag infeed hopper with vibratory conveyor	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Spiroflow feed pipe	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Top fed hopper feed	Southern Way, Immingham DN40	N/A


<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
	2NX, CR2 (Industrial Grade)	
Gas-fired 4-burner kiln	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Dust extraction unit	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Waste furnace oxidiser	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Screw conveyor	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
(2) Enclosed conveyors	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Elevating bucket conveyor	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Cross conveyor	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Kason vibratory sieve	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Screw conveyor	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Flexicon 3-station bulk bag filling station	Southern Way, Immingham DN40	N/A

<b>Description</b>	<b>Location</b>	<b>Plant Number</b>
	2NX, CR2 (Industrial Grade)	
DustCheck dust extraction system	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
ERG scrubber system and chimney stack	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
Caustic tank	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
(2) 6-fan chiller units	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
ICS FOCS/SL/BT1702 chiller unit (2017)	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A
ICS 6-Fan chiller unit	Southern Way, Immingham DN40 2NX, CR2 (Industrial Grade)	N/A

**SCHEDULE 5**  
**Specified Intellectual Property**

**Part 1**


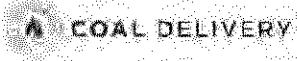
**Trademarks**

<b>Proprietor</b>	<b>Jurisdiction</b>	<b>Trademark</b>	<b>Trademark Number</b>
CPL Industries Limited	United Kingdom	CPL	UK00002151639
CPL Industries Limited	United Kingdom	CPL	UK00002434860
CPL Industries Limited	United Kingdom	CPLPETROLEUM	UK00002461107
CPL Industries Limited	United Kingdom	CPL	UK00900796862
CPL Industries Limited	United Kingdom	CPL	UK00905746979
CPL Industries Limited	United Kingdom	SK1	UK00917472283
Coal Products Limited	United Kingdom	PHURNACITE	UK00000573718
Coal Products Limited	United Kingdom	 <b>Marked</b> <b>Text:</b> PHURNACITE	UK00000626079
Coal Products Limited	United Kingdom	HOMEFIRE	UK00001143667
Coal Products Limited	United Kingdom	SUNBRITE	UK00001143668
Coal Products Limited	United Kingdom	ROOMHEAT	UK00001473636
Coal Products Limited	United Kingdom	HOMEFIRE OVALS	UK00001540820

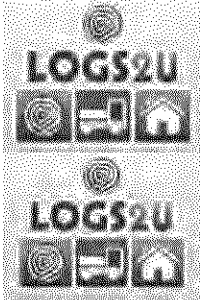
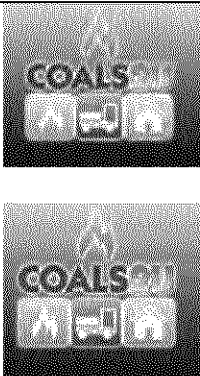
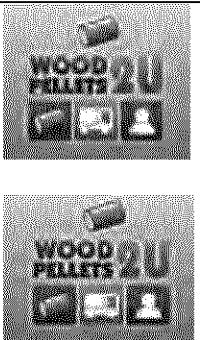

Proprietor	Jurisdiction	Trademark	Trademark Number
Coal Products Limited	United Kingdom	 <b>Marked Text:</b> Homefire	UK00001543846
Coal Products Limited	United Kingdom	 <b>Marked Text:</b> Wildfire	UK00002027840
Coal Products Limited	United Kingdom	SUREFIRE	UK00002212031
Coal Products Limited	United Kingdom	SUPERTHERM	UK00002214812
Coal Products Limited	United Kingdom	QUICKFIRE	UK00002242533
Coal Products Limited	United Kingdom	ANCIT	UK00002386004
Coal Products Limited	United Kingdom	TAYBRITE	UK00002399542
Coal Products Limited	United Kingdom	MULTIHEAT	UK00002401138
Coal Products Limited	United Kingdom	STOVEHEAT PREMIUM	UK00002401307
Coal Products Limited	United Kingdom	TRUEFLAME	UK00002434021
Coal Products Limited	United Kingdom	NESS	UK00002442469
Coal Products Limited	United Kingdom	ECOAL	UK00002471886
Coal Products Limited	United Kingdom	EUROCITE	UK00002517652
Coal Products Limited	United Kingdom	BRITEHEAT	UK00002517894




Proprietor	Jurisdiction	Trademark	Trademark Number
Coal Products Limited	United Kingdom	 <b>Marked Text:</b> Homefire	UK00001543849
Coal Products Limited	United Kingdom	WILDFIRE	UK00001574445
Coal Products Limited	United Kingdom	STEVA	UK00001588109
Coal Products Limited	United Kingdom	WELSHGLO	UK00002561073
Coal Products Limited	United Kingdom	BRITEFLAME	UK00003167702
Coal Products Limited	United Kingdom	ECOBURN	UK00003495534
Coal Products Limited	United Kingdom	ECOKE	UK00003682083
Coal Products Limited	United Kingdom	STARCITE	UK00906432462
Coal Products Limited	United Kingdom	ECOAL	UK00906651681
Coal Products Limited	United Kingdom	EUROCITE	UK00908383804
Coal Products Limited	United Kingdom	HOMEFIRE	UK00908634453
Coal Products Limited	United Kingdom	LO-CO2al	UK00909156829
Coal Products Limited	United Kingdom	 <b>Marked Text:</b> ECOAL	UK00909913278
Coal Products Limited	United Kingdom	 <b>Marked Text:</b> HOMEFIRE	UK00909913336

Proprietor	Jurisdiction	Trademark	Trademark Number
Coal Products Limited	United Kingdom	PHURNACITE	UK00910722148
Coal Products Limited	United Kingdom	ULTRACITE	UK00912920351
Coal Products Limited	United Kingdom	FIREGOLD	UK00914065817
Coal Products Limited	United Kingdom	LONGFLAME	UK00918054704
Coal Products Limited	United Kingdom	ENVIROTHERM	UK00003732807
Coal Products Limited	United Kingdom	BIO THERM	UK00003813985
Coal Products Limited	United Kingdom		UK00003814008
CPL Distribution Limited	United Kingdom	TWIZLERS	UK00003168162
CPL Distribution Limited	United Kingdom	ANVIL	UK00003436795
CPL Distribution Limited	United Kingdom		UK00002113117
CPL Distribution Limited	United Kingdom	 <b>Marked Text:</b> FROM FERGUSSON COAL COAL DELIVERY	UK00003245784
CPL Distribution Limited	United Kingdom	CPL DISTRIBUTION	UK00003245792

Proprietor	Jurisdiction	Trademark	Trademark Number
CPL Distribution Limited	United Kingdom	 <b>Marked Text:</b> CREATIVE GARDEN IDEAS	UK00003245796
CPL Distribution Limited	United Kingdom	SMARTHEAT	UK00003365415
CPL Distribution Limited	United Kingdom	CPL SUPERHEAT	UK00003365848
CPL Distribution Limited	United Kingdom	HOMETHERM	UK00003047825
CPL Distribution Limited	United Kingdom	TALITE	UK00003159301
CPL Distribution Limited	United Kingdom	WILDGLOW	UK00003192920
CPL Distribution Limited	United Kingdom	BRITETHERM	UK00003197326
CPL Distribution Limited	United Kingdom	BFL	UK00001453539
CPL Distribution Limited	United Kingdom	SUPAGRILL	UK00001498627
CPL Distribution Limited	United Kingdom	SUPAGRILL	UK00911313103
CPL Distribution Limited	United Kingdom	THE ETHICAL WOOD COMPANY	UK00917980029
CPL Distribution Limited	United Kingdom	RICHGLO	UK00002239581
CPL Distribution Limited	United Kingdom	 <b>Marked Text:</b> BRAZIER	UK00002312628
CPL Distribution Limited	United Kingdom	CPL CHARCOAL	UK00002455482

Proprietor	Jurisdiction	Trademark	Trademark Number
CPL Distribution Limited	United Kingdom	 <p><b>Marked Text:</b> LOGS2U</p>	UK00002625569
CPL Distribution Limited	United Kingdom	 <p><b>Marked Text:</b> COALS2U</p>	UK00002625570
CPL Distribution Limited	United Kingdom	 <p><b>Marked Text:</b> WOOD PELLETS 2U</p>	UK00002625571
CPL Distribution Limited	United Kingdom	HEATWAVE	UK00002628515
CPL Distribution Limited	United Kingdom	DUAL	UK00003524768
CPL Distribution Limited	United Kingdom	 <p><b>Marked Text:</b> DUAL</p>	UK00003524771

Proprietor		Jurisdiction	Trademark	Trademark Number
Carbon Limited	Link	United Kingdom	FILTRACITE	UK00001350475
Carbon Limited	Link	United Kingdom	CPL CARBON LINK	UK00002454759
Carbon Limited	Link	United Kingdom	CLEAN-FLO	UK00002454761
Carbon Limited	Link	United Kingdom	THE ACTIVE FORCE IN CARBON	UK00002454763
Carbon Limited	Link	United Kingdom	FILTRACARB	UK00905915566
Carbon Limited	Link	United Kingdom	SK1	UK00917472283
Carbon Limited	Link	United Kingdom	FGT	UK00917890867
Carbon Limited	Link	United Kingdom	AQUASORBER	UK00916019441
Carbon Limited	Link	United Kingdom	VOCSORBER	UK00916027096
CPL Industries Latvia Limited (previously known as CPL Fuels Limited)		United Kingdom	 FERGUSON COAL	UK00002118574
CPL Industries Latvia Limited (previously known as CPL Fuels Limited)		United Kingdom		UK00002493617
CPL Industries Latvia Limited (previously known as CPL Fuels Limited)		United Kingdom		UK00002493642

Proprietor	Jurisdiction	Trademark	Trademark Number
Housefuel Limited	United Kingdom		UK00003030680
Housefuel Limited	United Kingdom	(1) HouseFuel (2) HouseFuels	UK00003210296
CPL France Limited	United Kingdom	IBBENCITE	UK00917980437

## Part 2

### Patents

Proprietor	Jurisdiction(s)	Patent	Patent Number(s)
CPL Industries Limited	Ireland United Kingdom	Improvements in or relating to fuel packages.	IE20010812(A1) GB2369371(A)
Coal Products Limited	European United Kingdom	Fuel briquette	EP2719749(A1) GB2506864(A) GB2506864(B) GB2506864(B8)
Coal Products Limited and University of Nottingham	United Kingdom	Fibres	GB2592086(A)
Coal Products Limited	European United Kingdom	Process for the production of a fuel briquette	EP2719749(A1) GB2506864(A) GB2506864(B) GB2506864(B8)

Coal Limited	Products	United Kingdom	Fuel briquette	GB2448531(A) GB2448531(B)
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**SCHEDULE 6**  
**Land**

<b>Obligor</b>	<b>Property Address</b>	<b>Description</b>	<b>Title Number(s)</b>
Coal Products Limited	(i) Westthorpe Business Innovation Centre, Westthorpe Fields Road, Killamarsh, Sheffield (S21 1TZ)  (ii) Plots 6 and 7 Killamarsh, Sheffield	Offices & Land	(i) DY369482 (ii) DY413769
CPL Distribution Limited	Land and buildings on the north-west side of Beeching Close, Chard	Coal Depot	ST74450
CPL Distribution Limited	Land on the north side of Fen Road, Donington, Spalding	Coal Depot	LL314695
CPL Distribution Limited	(i) New Coal Yard, Sculcoates Lane, Hull (HU5 1RZ)  (ii) Land and buildings on the south side of Sculcoates Lane, Kingston upon Hull	Coal Depot	(i) HS75343 (ii) HS75061
CPL Distribution Limited	Land and buildings lying to the north-west of Awsworth Road, Ilkeston	Coal Depot	DY283551
CPL Distribution Limited	Old Station Yard, Woodlands Road, Raydon, Ipswich (IP7 5QD)	Coal Depot	SK157743



**SCHEDULE 7**  
**Forms of Notice to Banks and Acknowledgement**

**Part I – Blocked Account Notice**

**[On Headed Notepaper of relevant Chargor]**

[Date]

[Bank]

[Branch]

Attention: [     ]

Dear Sirs

- 1        We hereby give you notice that by debenture dated [•            ], we have charged to Blazehill Capital Finance Limited (the "**Lender**") by way of fixed charge all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [•            ], sort code [•            ]

Account No. [•            ], sort code [•            ]

[Repeat as necessary]

(the "**Blocked Accounts**").

- 2        Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Lender at Blazehill Capital Finance Limited, Ground Floor, Egerton House, 68 Baker Street, Weybridge, Surrey, United Kingdom, KT13 8AL, Attention: Tom Weedall and Alex John.

Yours faithfully

.....

for and on behalf of  
[the relevant Chargor]

## **Part II – Blocked Account Acknowledgment**

**[On the Headed Notepaper of Bank]**

[Date]

Blazehill Capital Finance Limited, (the Lender)  
Ground Floor, Egerton House  
68 Baker Street, Weybridge  
Surrey, KT13 8AL

Attention: Tom Weedall and Alex John

Dear Sirs

**[Name of Chargor] (the "Company")**

- 1 We refer to the notice, received today from the Company with respect to the fixed charge which it has granted to the Lender over the Blocked Accounts (the "**Notice**").
- 2 Terms not defined in this letter will have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to the Lender by way of a first fixed charge all of its rights, title, interest and benefit in and to the Blocked Accounts.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Blocked Accounts we will:
  - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Accounts save for fees and charges payable to us for the operation of the Blocked Accounts;
  - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Blocked Accounts;
  - (c) promptly send to you copies with respect to all the Blocked Accounts of all statements and, if requested by you, copies of all credits, debits and notices given or made by us in connection with such account;
  - (d) not permit or effect any withdrawal or transfer from the Blocked Accounts by or on behalf of the Company save for withdrawals and transfers requested by you in writing to us pursuant to the terms of this letter;
  - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Blocked Accounts provided that such instructions are given in accordance with the terms of this letter;

- (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Blocked Accounts provided that:
  - (i) all instructions are received in writing to us at email [• ], attention: [• ];
  - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Email instructions will be deemed received at the time of transmission;
  - (iii) all instructions are given in compliance with the mandate entered into by you stipulating who may give instructions to us; and
  - (iv) to the extent that an instruction is given which would in our opinion cause the Blocked Accounts to become overdrawn, transfer the outstanding balance in the account;
- (g) [(subject to paragraph 4(i) below) effect the following transaction on a daily basis unless we receive written notice to the contrary in accordance with paragraph 4(f) above: the cleared balance of the Blocked Accounts will be transferred into the account at [Bank] account number [• ], being an account in your name designated the [the relevant Borrower] Loan Account attn. [• ]];
- (h) not be obliged to comply with any instructions received from you or undertake the transactions set out in paragraph 4(g) where:
  - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
  - (ii) that to comply with such instructions will breach a court order or be contrary to applicable law,

and in each case we will give notice thereof to the Company and the Lender as well as reasons why we cannot comply with such instructions; and
- (i) not be responsible for any loss caused to you or to the Company in the event that we are unable to comply with any instructions due to circumstances set out in paragraph 4(h), and in any event, we will not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).

5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we will not be liable to you in any respect if the Company operates the Blocked Accounts in breach of any agreement entered into by the Company with you.

6 We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you will be effectively delivered if sent by email to

you at [tom@blazehill.com](mailto:tom@blazehill.com) and [alex@hay-wain.com](mailto:alex@hay-wain.com) or by post at the address at the top of this letter, in both cases marked for the attention of: Tom Weedall and Alex John.

This letter is governed by and will be construed in accordance with English law.

Yours faithfully

.....

for and on behalf of  
[Bank]

We hereby acknowledge and accept the terms of this letter

.....

for and on behalf of  
Blazehill Capital Finance Limited

### Part III – Other Accounts Notice

#### [On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: [     ]

Dear Sirs

- 7     We hereby give you notice that by a debenture dated [•             ], we have charged to Blazehill Capital Finance Limited (the "**Lender**") all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [•             ], sort code [•             ]

Account No. [•             ], sort code [•             ]

[Repeat as necessary]

(the "**Charged Account(s)**").

- 8     Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Lender at Blazehill Capital Finance Limited, Ground Floor, Egerton House, 68 Baker Street, Weybridge, Surrey, United Kingdom, KT13 8AL, Attention: Tom Weedall and Alex John.

Yours faithfully

.....

for and on behalf of  
[the relevant Chargor]

## **Part IV – Other Accounts Acknowledgement**

### **[On the Headed Notepaper of Bank]**

[Date]

Blazehill Capital Finance Limited ("**Lender**")  
Ground Floor, Egerton House  
68 Baker Street, Weybridge  
Surrey, KT13 8AL

Attention: Tom Weedall and Alex John

Dear Sirs

#### **[Name of Chargor] (the "Company")**

- 1 We refer to the notice, received today from the Company with respect to the charge which it has granted to you over the Charged Accounts (the "**Notice**").
- 2 Terms not defined in this letter will have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Charged Accounts.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Charged Accounts we will:
  - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts save for fees and charges payable to us for the operation of the Charged Accounts;
  - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Charged Accounts;
  - (c) on request from you send to you copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such account;
  - (d) permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Chargor's mandate with us until we receive notice from you terminating the Chargor's right to operate the Charged Accounts;
  - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Charged Accounts provided that such instructions are given in accordance with the terms of this letter;

- (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Charged Accounts provided that:
  - (i) all instructions are received in writing, to us at email [• ], attention: [• ];
  - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Email instructions will be deemed received at the time of transmission; and
  - (iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.
- (g) not be obliged to comply with any instructions received from you where:
  - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
  - (ii) that to comply with such instructions will breach a court order or be contrary to applicable law;

and in each case we will give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions; and
- (h) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (g) not be responsible for any loss caused to you or to the Company and in any event we will not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).

5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we will not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.

6 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the Lender, without further inquiry as to the Lender's right or authority to give such instructions and we will be fully protected in acting in accordance with such instructions.

This letter is governed by and will be construed in accordance with English law.

Yours faithfully

.....

for and on behalf of  
[Bank]

We hereby acknowledge and accept the terms of this letter

.....

for and on behalf of  
Blazehill Capital Finance Limited



**SCHEDULE 8**  
**Shares**

<b>Chargor</b>	<b>Company Name</b>	<b>Type of Share</b>	<b>Number of Shares</b>
CPL Industries Group Limited	CPL Industries Holdings Limited	Deferred Ordinary Shares	242,130
CPL Industries Group Limited	CPL Industries Holdings Limited	Ordinary B Shares	120,000
CPL Industries Group Limited	CPL Industries Holdings Limited	Non-Voting A Shares	251,518
CPL Industries Group Limited	CPL Industries Holdings Limited	Voting A Shares	186,352
CPL Industries Holding Limited	CPL Industries Limited	Ordinary Shares	23,630,041
CPL Industries Limited	CPL Industries (EMEA) Limited	Ordinary Shares	1
CPL Industries Limited	Housefuel Limited	Ordinary Shares	200
CPL Industries (EMEA) Limited	CPL France Limited	Ordinary Shares	1,000
CPL Industries Limited	CPL Industrial Services (Holdings) Limited	Ordinary Shares	2
CPL Industries Limited	CPL Trading Limited	Ordinary A Shares	200,000
CPL Industries Limited	CPL Trading Limited	Ordinary B Shares	200,000
CPL Industries Limited	Coal Products Limited	Ordinary Shares	5,000,000
CPL Industries Limited	CPL Industries Latvia Limited	Ordinary Shares	2,012
CPL Industries Limited	Heptagon Limited	Ordinary Shares	5,408,500
CPL Industries Limited	Heptagon Limited	Cumulative Redeemable Preference Shares	9,500,000
CPL Industrial Services (Holdings) Limited	Broomco (1850) Limited	Ordinary Shares	705,401

Broomco (1850) Limited	Carbon Link Holdings Limited	Ordinary Shares	827,155
Carbon Link Holdings Limited	Carbon Link Limited	Ordinary Shares	100,000
Carbon Link Limited	CPL Icon Processing Systems Limited	Ordinary Shares	1
Heptagon Limited	CPL Distribution Limited	Ordinary Shares	10,000,000
Heptagon Limited	CPL Distribution Limited	Deferred Shares	10,000
CPL Distribution Limited	Walter H Feltham & Son Limited	Ordinary Shares	14,002

## Schedule 9

### Forms of Notice to and Acknowledgment from ABL Agent

#### Part I - Notice to ABL Agent

To: [Wells Fargo Capital Finance (UK) Limited (as Agent on behalf of the Finance Parties under the ABL Facility Agreement (as defined below))] ("you")

Dated:

#### **[Name of Chargor] (the "Company")**

This letter constitutes notice to you that under the debenture dated [x], the Company has assigned by way of security to Blaze Hill Capital Finance Limited (**Lender**) all of the Company's rights on the termination of the facilities agreement dated [♦] made between, amongst others, you and the Company (the **ABL Facility Agreement**) to the repayment of any surplus following the collection receivables after all Senior Facility Liabilities have been discharged and the Senior Discharge Date (each as defined in the intercreditor agreement between us) has occurred (**Rights**).

The Company confirms that:

- (a) the Company will remain liable under the ABL Facility Agreement to perform all the obligations assumed by the Company under the ABL Facility Agreement;
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the ABL Facility Agreement;
- (c) the benefit of all such Rights are transferred to the Lender and any monies due from you to the Company that may arise on the termination of the ABL Facility Agreement, should be paid to such account as the Lender may specify from time to time; and
- (d) the instructions in this letter may not be revoked or amended without the prior consent of the Lender and you may comply with them without further permission from the Company or enquiry by you.

Please:

- (a) confirm that you and other Finance Parties (under the ABL Facility Agreement) had consented to the service of this notice and the assignment of the Rights to the Lender;
- (b) confirm that you have not received notice of any other assignment of the Rights or of any mortgage, lien, charge, pledge, security, trust, other interest or claim over or affecting the Rights; and
- (c) acknowledge receipt of this notice,

by signing the attached acknowledgement and returning it to the Lender at Ground Floor, Egerton House, 68 Baker Street, Weybridge, Surrey, United Kingdom, KT13 8AL with a copy to the Company.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....

(Authorised signatory)

[Insert name of Chargor]

## Part II – Acknowledgement from ABL Agent

To: Blazehill Capital Finance Limited (**Lender**)

Copy: [Insert name of relevant Chargor]

Dated:

### [Name of Chargor] (the "Company")

We acknowledge receipt of a notice dated [ ] (**Notice**) from the Company of an assignment on the terms of the debenture dated [x] of all the Company's Rights (as defined in the Notice) in respect of the facilities agreement dated [♦] and made between, amongst others, us and the Company (the **ABL Facility Agreement**) in favour of Blazehill Capital Finance Limited (**Lender**).

We hereby confirm that the Finance Parties under the ABL Facility Agreement (the "**ABL Finance Parties**") have consented to the service of the Notice.

We (on behalf of the ABL Finance Parties) confirm that we:

- (a) consented to the assignment of the Rights to the Lender;
- (d) have not received notice of any other assignment of the Rights or of any mortgage, lien, charge, pledge, security, trust, other interest or claim over or affecting the Rights;
- (b) accept the instructions contained in the Notice and agree to comply with the Notice in all respects; and
- (c) will make payments as directed in the Notice.

For the avoidance of doubt, the Lender shall have no interest, by way of assignment, charge or otherwise, in the ABL Facility Agreement prior to its termination and we shall be under no obligation to make any payment to the Lender under this letter at any time prior to the Senior Discharge Date (as defined in the intercreditor agreement between us). This acknowledgement is without prejudice to the terms of the intercreditor agreement between us.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....

(Authorised signatory)

[Insert name of ABL Agent]

**SIGNATORIES**  
**The Chargors**

**EXECUTED** as a deed and delivered  
when dated by JASON SUTTON a director  
for and on behalf of **CPL INDUSTRIES**  
**GROUP LIMITED** in the presence of:

**Witness**

Signature  
Name  
Occupation  
Address

:  
: EMILY SUTTON  
: HAIRDRESSER

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

**EXECUTED** as a deed and delivered  
when dated by JASON SUTTON, a director  
for and on behalf of **CPL INDUSTRIES**  
**HOLDINGS LIMITED** in the presence of:

**Witness**

Signature  
Name  
Occupation  
Address

:  
: EMILY SUTTON  
: HAIRDRESSER

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

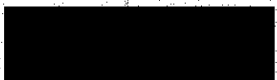
Attention: James Glover

**EXECUTED** as a deed and delivered  
when dated by **JASON SUTTON**, a director  
for and on behalf of **CPL INDUSTRIES  
LIMITED** in the presence of:



**Witness**

Signature



Name

: EMILY SUTTON

Occupation

: HAIRDRESSER

Address



**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

**EXECUTED** as a deed and delivered  
when dated by **JASON SUTTON**, a director  
for and on behalf of **COAL PRODUCTS  
LIMITED** in the presence of:



**Witness**

Signature



Name

: EMILY SUTTON

Occupation

: HAIRDRESSER

Address



**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

**EXECUTED** as a deed and delivered  
when dated by ~~JACOB SUTTON~~, a director  
for and on behalf of **HEPTAGON LIMITED**  
in the presence of:

**Witness**

Signature  
Name  
Occupation  
Address

  
: EMILY SUTTON  
: HAIRDRESSER  


**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

**EXECUTED** as a deed and delivered  
when dated by ~~JACOB SUTTON~~, a director  
for and on behalf of **CPL DISTRIBUTION**  
**LIMITED** in the presence of:

**Witness**

Signature  
Name  
Occupation  
Address

  
: EMILY SUTTON  
: HAIRDRESSER  


**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover



**EXECUTED** as a deed and delivered when dated by **JASON SUTTON**, a director for and on behalf of **CPL INDUSTRIAL SERVICES (HOLDINGS) LIMITED** in the presence of:

**Witness**

Signature

Name

Occupation

Address

: EMILY SUTTON

: HAIRDRESSER

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh, Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

**EXECUTED** as a deed and delivered when dated by **JASON SUTTON**, a director for and on behalf of **BROOMCO (1850) LIMITED** in the presence of:

**Witness**

Signature

Name

Occupation

Address

: EMILY SUTTON

: HAIRDRESSER

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh, Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

EXECUTED as a deed and delivered  
when dated by *JASON SUTTON*, a director  
for and on behalf of **CARBON LINK  
HOLDINGS LIMITED** in the presence of:

**Witness**

Signature

Name

Occupation

Address

: *EMILY SUTTON*

: *HAIRDRESSER*

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: *james.glover@cplindustries.co.uk*

Attention: James Glover

EXECUTED as a deed and delivered  
when dated by *JASON SUTTON*, a director  
for and on behalf of **CARBON LINK  
LIMITED** in the presence of:

**Witness**

Signature

Name

Occupation

Address

: *EMILY SUTTON*

: *HAIRDRESSER*

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: *james.glover@cplindustries.co.uk*

Attention: James Glover

**EXECUTED** as a deed and delivered  
when dated by **JAMES SUTTON**, a director  
for and on behalf of **CPL INDUSTRIES**  
**(EMEA) LIMITED** in the presence of:

**Witness**

Signature

Name

Occupation

Address

: **EMILY SUTTON**  
: **HAIRDRESSER**

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

**EXECUTED** as a deed and delivered  
when dated by **JAMES SUTTON**, a director  
for and on behalf of **HOUSEFUEL**  
**LIMITED** in the presence of:

**Witness**

Signature

Name

Occupation

Address

: **EMILY SUTTON**  
: **HAIRDRESSER**

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

EXECUTED as a deed and delivered  
when dated by JASON SUTTON, a director  
for and on behalf of CPL FRANCE  
LIMITED in the presence of:

**Witness**

Signature

Name

Occupation

Address

: EMILY SUTTON

: HAIRDRESSER

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

EXECUTED as a deed and delivered  
when dated by JASON SUTTON, a director  
for and on behalf of CPL TRADING  
LIMITED in the presence of:

**Witness**

Signature

Name

Occupation

Address

: EMILY SUTTON

: HAIRDRESSER

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

**EXECUTED** as a deed and delivered  
when dated by JASON SUTTON, a director  
for and on behalf of **CPL INDUSTRIES  
LATVIA LIMITED** in the presence of:

**Witness**

Signature

Name

Occupation

Address

: EMILY SUTTON

: HAIRDRESSER

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

**EXECUTED** as a deed and delivered  
when dated by JASON SUTTON, a director  
for and on behalf of **CPL ICON  
PROCESSING SYSTEMS LIMITED** in the  
presence of:

**Witness**

Signature

Name

Occupation

Address

: EMILY SUTTON

: HAIRDRESSER

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

EXECUTED as a deed and delivered  
when dated by James Sutton, a director  
for and on behalf of **WALTER H.  
FELTHAM & SON LIMITED** in the  
presence of:

**Witness**

Signature

Name

Occupation

Address

: EMILY SUTTON  
: HIRELESSER

**Notices**

Address: Head of Legal, CPL Industries Limited, Westthorpe Fields Road, Killamarsh,  
Sheffield S21 1TZ

Email: james.glover@cplindustries.co.uk

Attention: James Glover

**SIGNED AND DELIVERED** as a deed  
for and on behalf of  
**CPL FUELS IRELAND LIMITED**  
acting by its lawfully appointed attorney

JAMES SUTTON

name of attorney

in the presence of:

Signature of attorney

Witness signature

EMILY SUTTON

Print name

Print address

HIRELESSER

Witness occupation

**The Lender**

**BLAZE HILL CAPITAL FINANCE LIMITED**

By:

Name: *TOM WEE DALL*

Title: *MANAGING DIRECTOR*