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COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

Please complete legibly, preferably in black type or bold block lettering

*Insert full name of company

To the Registrar of Companies

For official use | Company number 3034114

Name of company

* HEPTAGON LIMITED
("**Company**")

Date of creation of the charge

21st November, 1995

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture (the "**Debenture**") between the Chargors and National Westminster Bank Plc as agent and trustee for itself and each of the Lenders and the Vendor.

Amount secured by the mortgage or charge

(i) 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 Lenders (or any of them) under each or any of the Senior Finance Documents together with all costs, charges and expenses incurred by any Lender in connection with the protection, preservation or enforcement of its respective rights under the Senior Finance Documents or any other document evidencing or securing any such liabilities; and

(see Continuation Sheet No.1)

6/12

Names and addresses of the mortgagees or persons entitled to the charge

NATIONAL WESTMINSTER BANK PLC of 135 Bishopsgate London
(the "**Security Agent**")

Postcode EC2M 3UR

Presentor's name, address and reference (if any)

Allen & Overy
One New Change
London EC4M 9QQ
ACK/MWB/B3:49165

For official use
Mortgage section | Post room

KLO *KPIYXH25* 833
COMPANIES HOUSE 05/12/95

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not write in this margin

1. The Company as beneficial owner and with full title guarantee as security for the payment, discharge and performance of all Secured Liabilities charges in favour of the Security Agent (as agent and trustee for itself and each of the Lenders and the Vendor):

(see Continuation Sheet No. 1)

Please complete legibly, preferably in black type or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed Date 30th November, 1995

On behalf of ~~[company] [mortgagee]~~[chargee]*

*Delete as appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
   (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
   (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

OYEZ The Solicitors' Law Stationery Society Ltd, Oyez House, 7 Spa Road, London SE16 3QQ

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Companies M395

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

Please do not write in this margin

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

*Delete if inappropriate

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

(ii) All present and future obligations and liabilities (whether actual or contingent) of the Company and the other Chargors under the Vendor Documents (together the "**Secured Liabilities**").

PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that if it were so included, the Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

/Continued.....

(a) by way of a first legal mortgage all the property (if any) now belonging to it and specified in Schedule A to this Companies Form 395, together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(b) by way of first legal mortgage all estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives any Chargor a right to occupy or use property (except any Security Assets specified in paragraph (a) above) wheresoever situate now belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(c) by way of first fixed charge:

(i) (to the extent that the same are not the subject of a mortgage under paragraphs (a) and/or (b) above) all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives any Chargor a right to occupy or use property, wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such charge being obtained;

(ii) all plant, machinery, computers and vehicles now or in the future owned by it and its interest in any plant, machinery, computers or vehicles in its possession other than any for the time being part of its stock in trade or work in progress;

(iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts) with any bank, financial institution or other person and the debts represented thereby, provided that without prejudice to any other provision of Clause 4 of the Debenture any such monies paid out of such accounts without breaching the terms of the Finance Documents and not paid into another such account in its name shall be released from the fixed charge referred to in this paragraph (iii) upon the proceeds being so paid out;

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

Please do not write in this margin

Continuation sheet No 2 to Forms Nos 395 and 410 (S

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

*Delete if inappropriate

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

(iv) (to the extent not included in the assignment comprised in Clause 4.3 of the Debenture) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;

(v) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same, provided that without prejudice to any other provision of Clause 4 of the Debenture (and in particular but without limitation to the provision referred to in paragraph (iii) above) such proceeds shall be released automatically from the fixed charge referred to in this paragraph (v) upon those proceeds being credited to any Security Account;

(vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (c) or under Clause 4.3 of the Debenture) all of its rights and benefits under each of the Relevant Agreements, all bills of exchange and other negotiable instruments held by it and (subject to any necessary third party's consent to such charge being obtained), any distributorship or agreement for the licensing of Intellectual Property Rights or similar agreements entered into by it and any letters of credit issued in its favour;

(vii) any beneficial interest, claim or entitlement of it to any assets of any pension fund;

(viii) its present and future goodwill;

(ix) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in paragraphs (a) and (b) and sub-paragraph (i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

(x) its present and future uncalled capital; and

(xi) all its present and future Intellectual Property Rights (including, without limitation, those patents, trademarks and designs, if any, specified in Schedule C to this Companies Form 395) owned by it, subject to any necessary (as at the date of the Debenture) third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) the charge thereof described in this paragraph (xi) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which it may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

Please do not write in this margin

Continuation sheet No. 3
to Forms Nos 395 and 410 (Sc

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

*Delete if inappropriate

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Provided that any property or assets situate in Scotland and any property or assets the rights in and to which are governed by the laws of Scotland shall be excluded from the mortgages and charges referred to in paragraphs (a) to (c) inclusive above.

2. The Company as sole beneficial owner and with full title guarantee as continuing security for the payment, discharge and performance of all the Secured Liabilities:

(a) mortgages and charges and agrees to mortgage and charge to the Security Agent (as agent and trustee for the benefit of itself and each of the Lenders and the Vendor) all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage;

(b) mortgages and charges and agrees to mortgage and charge to the Security Agent (as agent and trustee for the benefit of itself and the Lenders and the Vendor) all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

3. (a) The Company as beneficial owner and with full title guarantee, as continuing security for the payment, discharge and performance of the Secured Liabilities assigns and agrees to assign to the Security Agent (as agent and trustee for itself and each of the Lenders and the Vendor) all its right, title and interest (if any) in and to:

(i) the Insurances;

(ii) the Acquisition Agreements;

(iii) the Interest Protection Agreements; and

(iv) the Subscription Agreement.

(b) To the extent that any such right, title and interest described in paragraph 3(a) above is not assignable or capable of assignment, the assignment thereof described in paragraph 3(a) above shall operate as:

(i) in the case of the Insurances, an assignment of any and all proceeds of the Insurances received by the Company; and

(ii) in the case of the other Relevant Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof,

in each case as continuing security for the payment, discharge and performance of the Secured Liabilities.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

Please do not write in this margin

Continuation sheet No 4 to Forms Nos 395 and 410 (Sc

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

Limited*

*Delete if inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

4. (a) The Company as beneficial owner and with full title guarantee, as security for the payment, discharge and performance of the Secured Liabilities, charges in favour of the Security Agent (as agent and trustee for itself and each of the Lenders and the Vendor) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future (including, without limitation, any undertaking and assets situated in Scotland (whether or not the same may be mortgaged or charged by way of standard security)) subject always to all mortgages, fixed charges and assignments created by or pursuant to Clause 4 or any other provision of the Debenture.

(b) In the Debenture the Company undertakes to each Lender that, save as expressly permitted under the terms of the Debenture and the Facility Agreement, it will not:

(i) create or permit to subsist any Encumbrance over all or any of its assets, rights or property other than pursuant to the Debenture or any other Security Document; or

(ii) part with, lease, sell, transfer, assign or otherwise dispose of or agree to part with, lease, sell, transfer, assign or otherwise dispose of all or any part of its assets, rights or property or any interest therein.

The following terms used in this Companies Form No. 395 have the meanings set out below:

"**Account Bank**" means each of the banks or financial institutions with whom the Security Accounts are maintained from time to time pursuant to Clause 11 of the Debenture;

"**Acquisition Agreements**" has the meaning given to that term in the Facility Agreement;

"**Ancillary Bank**" means National Westminster Bank Plc and any bank which becomes an Ancillary Bank pursuant to Clause 6.1 of the Facility Agreement;

"**Ancillary Facility**" means each of the facilities made available by the Ancillary Bank pursuant to the terms of a letter dated 21st November, 1995 from the Ancillary Bank to the Borrowers named therein together with any other ancillary facility made available by the Ancillary Bank pursuant to Clause 2.1(c) of the Facility Agreement;

"**BACS Facility Letter**" means a facility letter dated 21st November, 1995 from National Westminister Bank Plc to, and countersigned by, the Company, British Fuels Limited, British Fuels (Oils) Limited and Walter H. Feltham Limited with respect to the provision of a BACS facility to the Group in an amount not exceeding £15,000,000 or such higher amount as may be agreed from time to time by the parties thereto with the consent of the Majority Banks (as defined in the Facility Agreement);

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not write in this margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 5
to Forms Nos 395 and 410 (S

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

*Delete if inappropriate

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

"**Chargor**" means the Company, British Fuels Limited, British Fuels (Oils) Limited and Walter H. Feltham & Son Limited together with each company which becomes a party to the Debenture by executing a Deed of Accession;

"**Collateral Account**" means each account maintained from time to time by a Chargor at such branch of the Account Bank as the Security Agent may from time to time approve being, at the date hereof, those accounts with such Account Bank identified in a letter of even date herewith from Heptagon Limited for itself and as agent for the other Chargors to the Security Agent and countersigned by the Security Agent for the purposes of identification;

"**Deed of Accession**" means a deed substantially in the form of Schedule 7 to the Debenture executed, or to be executed, by a Chargor;

"**Encumbrance**" means any standard security, assignation in security, bond and floating charge, mortgage, pledge, lien, charge, assignment for the purpose of providing security, hypothecation, right in security, security interest or trust arrangement for the purpose of providing security, and any other security agreement or other arrangement (except for retention of title) having the effect of providing security (including, without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien);

"**Facility Agent**" means National Westminster Bank Plc in its capacity as agent under the Facility Agreement and its permitted successors and assigns;

"**Facility Agreement**" means the facility agreement dated 21st November, 1995 between Heptagon Limited and certain of its subsidiaries as Borrowers and Guarantors, the Arranger, the Banks, the Facility Agent and the Security Agent, together with any and each other agreement or instrument supplementing or amending it;

"**Finance Documents**" means each of the Senior Finance Documents and the Vendor Documents;

"**Fixtures**" means, in relation to any freehold or leasehold property charged by or pursuant to this security, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by any Chargor;

"**Group Shares**" means all shares specified in Schedule B to this Companies Form 395, or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule B to this Companies Form 395, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to a particular Chargor) that Chargor from time to time;

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

Please do not write in this margin

Continuation sheet No 6
to Forms Nos 395 and 410 (Scot)

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

*Delete if inappropriate

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

"**Hedging Banks**" has the meaning given to that term in the Priority Agreement;

"**Insurances**" means all contracts and policies of insurance (including the Key Man Policy) (including, for the avoidance of doubt all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of such interest) in which any Chargor has an interest;

"**Intellectual Property Rights**" means all know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same);

"**Interest Protection Agreements**" has the meaning given to that term in the Facility Agreement;

"**Key Man Policy**" has the meaning given to that term in the Facility Agreement;

"**LC/Guarantee Bank**" has the meaning given to that term in the Facility Agreement;

"**Lender**" means each of the Facility Agent, the Security Agent, the Arranger, the Banks, the Ancilliary Bank, the LC/Guarantee Bank and the Hedging Banks parties to or having an interest under the Senior Finance Documents from time to time (together the "**Lenders**");

"**Obligor**" means each Obligor under, and as defined in, the Facility Agreement;

"**Priority Agreement**" means the agreement dated 21st November, 1995 made between the Company, the other Obligors, the Vendor, the Banks, the Hedging Banks, the Facility Agent and the Security Agent with respect to the priority and ranking of amounts payable under the Vendor Loan Note and the corresponding amounts payable under the Acquisition Agreements;

"**Realisations Account**" means each account maintained from time to time by or in the name of the Chargors or any of them for the purposes of Clause 13.2 of the Debenture at such branch or branches of an Account Bank as the Security Agent may from time to time approve;

"**Related Rights**" means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date hereof on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares;

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not write in this margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 7
to Forms Nos 395 and 410 (Scot)

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

*Delete if inappropriate

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

"**Relevant Agreements**" means each agreement or instrument assigned or purported to be assigned pursuant to Clause 4.3 of the Debenture, together with any and each other agreement or instrument supplementing or amending any such agreement or contract;

"**Security Accounts**" means the Collateral Accounts and the Realisations Accounts;

"**Security Assets**" means all assets, rights and property of the Chargors or any of them the subject of any security created hereby or pursuant hereto and includes, for the avoidance of doubt each Chargor's rights to or interests in any chose in action and the Security Shares;

"**Security Documents**" means the Debenture, each Deed of Accession and every other document entered into by Heptagon Limited or any Subsidiary thereof pursuant to the Debenture and/or Clause 19.3 of the Facility Agreement;

"**Security Shares**" means the Group Shares and the Related Rights and, in the case of each Chargor, means such of the Group Shares as are held by it at the relevant time, together with all Related Rights in respect thereof;

"**Senior Finance Documents**" means the Facility Agreement, the Priority Agreement, any document constituting an Ancillary Facility, the BACS Facility Letter, the Security Documents and the Interest Protection Agreements (and includes any other document designated as such by the Facility Agent and the Company together);

"**Subscription Agreement**" means the Subscription and Shareholders' Agreement dated 21st November, 1995 between Heptagon Limited, the Managers, and the Investor (each as defined therein);

"**Vendor**" means British Fuel Distributors Limited or other registered holder of the Vendor Loan Note from time to time;

"**Vendor Documents**" means the Vendor Loan Note, the Instrument constituting the Vendor Loan Note, together with those provisions of the Acquisition Agreements providing for the payment of, or of interest on, that part of the purchase consideration payable thereunder as is further evidenced by the Vendor Loan Note; and

"**Vendor Loan Note**" means the Variable Rate Secured Loan Note due in 1998 issued by the Company in favour of the Vendor for the principal amount of £3,750,000 including a guarantee given by each of British Fuels Limited, British Fuels (Oils) Limited and Walter H. Feltham & Son Limited.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

Please do not write in this margin

Continuation sheet No 8
to Forms Nos 395 and 410 (Scot)

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

Limited*

*Delete if inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

SCHEDULE A
Real Property

Part I
Freehold Property

1. All that freeholder property known as land at Awsworth Road, Ilkeston, Derbyshire as the same is registered at HM Land Registry under title number DY225234.

2. All that freehold property known as Robin Hood Depot, Leeds Road, Wakefield as comprised in a conveyance dated 9th March, 1914 between Charles Ernest Charlesworth (1) John Prys Eyton and William Charlesworth (2) Eva Gwenelin Hollins (3), Eva Gwenelin Hollins, Trevor Eyton and Joseph Eyton Charlesworth (4) Joseph Eyton Charlesworth (5) and J&J Charlesworth Limited, a conveyance dated 25th November, 1916 made between Thomas Pawson (1) Sarah Whitely, George Pawson and Thomas Pawson (2) and J&J Charlesworth Limited (3), a Deed of Exchange dated 30th July, 1932 and made between George Armitage (1) and London and Northern Eastern Railway Company (2), a conveyance dated 16th December, 1915 made between George Armitage (1) and J&J Charlesworth Limited (2), a conveyance dated 4th March, 1918 made between George Armitage (1) and J&J Charlesworth Limited (2), a conveyance dated 30th April, 1920 made between Thomas Pawson Whitely (1) and J&J Charlesworth Limited (2), and a conveyance dated 10th February, 1916 made between Thomas Pawson Whitely (2), Sarah Whitely, George Pawson and Thomas Pawson (2) and J&J Charlesworth Limited (3) and the land referred to in a Statutory Declaration declared by Joseph Eyton, Charles George Priestly Balme, Arthur Ward and Henry Cecil Walker dated 13th June, 1932.

3. All that freehold property known as premises at Cornwall Street, Openshaw, Greater Manchester as the same is registered at HM Land Registry under title numbers GM688996, GM688997 and GM688999 and such rights and interest as British Fuels Limited has in the land adjoining such registered land.

4. All that freehold property known as land lying to the south of Otley Road, Pannal (Cawood House) as the same is registered at HM Land Registry under title number NYK49264.

5. All that freehold property known as Water Orton Depot, Water Orton Lane, Water Orton as the same is registered at HM Land Registry under title number WK286876.

6. All that freehold property known as land lying to the east side of Stone House Lane and on the north east side of London Road, West Thurrock, Essex as the same registered at HM Land Registry under title numbers EX203025 and EX288952.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

Please do not write in this margin

Continuation sheet No. 9
to Forms Nos 395 and 410 (Scot)

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

*Delete if inappropriate

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Part II
Leasehold Property

1. All that leasehold property known as land at Ashington, Northumberland as demised by a lease dated 1st February, 1995 and made between British Coal Enterprise (1) and British Fuels Limited (2).

2. All that leasehold property known as Hawthorn Coke Works, Murton, Durham as demised by a lease dated 19th February, 1991 and made between National Smokeless Fuels Limited (1) and National Fuel Distributors Limited (2).

3. All that leasehold property known as land at South Leicester Industrial Estate, Ellistown, Leicestershire as demised by a lease dated 15th October, 1991 and made between British Coal Corporation (1) and National Fuel Distributors Limited (2).

4. All that leasehold property known as Mansfield Depot off Violet Hill, Mansfield as demised by a lease dated 19th June, 1992 and made between the Welbeck Estates Company Limited (1), The Honourable Alexandra Margaret Anne Cavendish Bentinck and The Welbeck Estates Company (Title) Limited (2) and National Fuel Distributors Limited (3).

5. All that leasehold property known as land to the east of East Road, Penalta, Monmouth, Gwent as demised by a lease dated 15th November, 1995 and made between British Coal Corporation (1) and British Fuels Limited (2).

6. All that leasehold property known as Maestag Depot, Maestag as demised in a lease dated 15th November, 1995 and made between British Coal Corporation (1) and British Fuels Limited (2).

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

Please do not write in this margin

Continuation sheet No. 10
to Forms Nos 395 and 410 (Scot)

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

Limited*

*Delete if inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

SCHEDULE B

Group Shares

Chargor	Name of Company in which Shares are held	Name of Nominee (if any) by whom Shares are held	Class of Shares held	No. Shares held
Heptagon Limited	British Fuels Limited	-	Ordinary Shares of £1 each	31,160,24
Heptagon Limited	British Fuels Limited	-	Deferred Shares of £1 each	10,000
Heptagon Limited	British Fuels (Oils) Limited	-	Ordinary Shares of £1 each	5,379,283
British Fuels Limited	Walter H. Feltham Limited	-	Ordinary Shares of £1 each	14,002
British Fuels Limited	Simco 408 Limited	-	Ordinary Shares of £1 each	1
British Fuels Limited	Herefordshire Fuels Limited	-	Ordinary Shares of £1 each	50
British Fuels Limited	Cawoods Hargreaves Limited	-	Ordinary Shares of £1 each	50

Particulars of a mortgage or charge (continued)

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11

Continuation sheet No_____
to Forms Nos 395 and 410 (Scot)

Company number

3034114

Please complete legibly, preferably in black type, or bold block lettering

Name of company

HEPTAGON LIMITED

Limited*

*Delete if inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

SCHEDULE C

Intellectual Property Rights

Registered Trade Marks

Country	Mark	No.	Class
UK	COSYFLAME	1373260	4
UK	COSY PAC	1373258	4
UK	COSYHEARTH	1373261	4
UK	TANKER TOM	1337606	4
UK	SUPA GRILL	1498627	4
UK	BRIGHT SPARKS	1437302	8
UK	BFL	1453539	4
UK	AQUA EASE	1451184	22
UK	BFL GLOWBRITE	1531215	4
UK	FIRESIDE	1531218	4
UK	CALCO SUPERHEAT	1230395	4
UK	CALCO	1148112	4
UK	NFD (PLUS DESIGN)	1315922	39
UK	NFD	1315923	39

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03034114

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st NOVEMBER 1995 AND CREATED BY HEPTAGON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO NATIONAL WESTMINSTER BANK PLC THE "SECURITY AGENT" UNDER THE TERMS OF THE "FINANCE DOCUMENTS" (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th DECEMBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th DECEMBER 1995.

P. Davies.

PHIL DAVIES
for the Registrar of Companies

C O M P A N I E S H O U S E

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