



Registration of a Charge

Company name: **CPL FRANCE LIMITED**

Company number: **06165501**

Received for Electronic Filing: **20/04/2017**



X64QKX9L

Details of Charge

Date of creation: **12/04/2017**

Charge code: **0616 5501 0004**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

Contains fixed charge(s).

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: **DAVID PARRY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6165501

Charge code: 0616 5501 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th April 2017 and created by CPL FRANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2017 .

Given at Companies House, Cardiff on 21st April 2017

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**

THIS DEED OF ACCESSION is made the 12 day of April 2017.

BETWEEN:

- (1) **THE SEVERAL COMPANIES AND/OR LIMITED LIABILITY PARTNERSHIPS** specified in Part I of the schedule hereto (the "**Existing Companies**");
- (2) **CPL FRANCE LIMITED** of Westthorpe Fields Road, Killamarsh, Sheffield, S21 1TZ with company number 06165501 (the "**Further Company**"); and
- (3) **LLOYDS BANK plc** (the "**Bank**")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 20th March 2013 as supplemented by deeds dated 22nd March 2013, 24th July 2013, 29th November 2013 and 30 December 2015 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement as so supplemented is hereinafter referred to as the "**Principal Deed**")

NOW THIS DEED WITNESSETH as follows:

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

Further Company;

- 2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- 2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or the Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

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

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

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

- (a) in the case of the liquidation, administration or dissolution of the Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by the Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
- (b) in the event of the discontinuance of the Guarantee in respect of the Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of the Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of the Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for the Further Company;

- 2.2.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Further Company or,

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

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

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

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

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Company and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 19th March 2013.

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
CPL Industries Group Limited	07717350	Westthorpe Fields Road, Killamarsh, Sheffield, England, S21 1TZ
CPL Industries Holdings Limited	05754991	Westthorpe Fields Road, Killamarsh, Sheffield., England, S21 1TZ
CPL Industrial Services (Holdings) Limited	03317386	Westthorpe Fields Road, Killamarsh, Sheffield, England, S21 1TZ.
Coal Products Limited	01102042	Westthorpe Fields Road, Killamarsh, Sheffield, England, S21 1TZ.
Heptagon Limited	03034114	Westthorpe Fields Road, Killamarsh, Sheffield, England, S21 1TZ.
Broomco (1850) Limited	03773200	Westthorpe Fields Road, Killamarsh, Sheffield, England, S21 1TZ.
Carbon Link Limited	02504167	Westthorpe Fields Road, Killamarsh, Sheffield, England, S21 1TZ.
CPL Distribution Limited	00544782	Westthorpe Fields Road, Killamarsh, Sheffield, England, S21 1TZ.
CPL Property Limited	03075502	Westthorpe Fields Road, Killamarsh, Sheffield, England, S21 1TZ.
Walter H.Feltham & Son Limited	00375348	Westthorpe Fields Road, Killamarsh, Sheffield, England, S21 1TZ.
CPL Fuels Ireland Limited	505185	1 Jocelyn Place, Dundalk, County Louth, Republic of Ireland
Carbon Link Holdings Limited	03278961	Westthorpe Fields Road, Killamarsh, Sheffield, England, S21 1TZ.
Corralls Coal Limited	3516795	Westthorpe Fields Road, Killamarsh, Sheffield,

England, S21 1TZ.

C Rudrum & Sons Limited

582187

Westthorpe Fields Road,
Killamarsh, Sheffield,
England, S21 1TZ.

C. Rudrum & Sons (Cornwall) Limited

0711943

Westthorpe Fields Road,
Killamarsh, Sheffield,
England, S21 1TZ.

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

.....(insert full name)(insert full
name) Director Director/Secretary*
.....(signature)(signature)

in the presence of
Witness:(name)

.....(signature)

e) Address: ..
.....

.. Occupation:
.....

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

.....(insert full name)(insert full
name) Director Director/Secretary*
.....(signature)(signature)

in the presence of
Witness:(name)

.....(signature)

e) Address: ..
.....

.. Occupation:
.....

GIVEN under the common seal of CPL Fuels Ireland Limited acting by its:

.....(insert full name)(insert full name)
Director Director/Secretary*
.....(signature)(signature)



SIGNED as a deed by the Existing Companies other than CPL Industries Group Limited and CPL Fuels Ireland Limited acting by CPL Industries Group Limited their duly authorised attorney acting by its:

.....[redacted].....(insert full name)

Director

.....(insert full name)

Director/Secretary*

.....[redacted].....(signature)

.....(signature)

in the presence of

Witness:

[redacted] (name)

[redacted].....(signature)

Address:

[redacted]

Occupation:

* Delete as applicable.

COMPLETION OF COMPANIES FORM NO. MGO 1

PARTICULARS OF A MORTGAGE OR CHARGE

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

Deed of Accession to an Omnibus Guarantee and Set-Off Agreement (OGSA) dated 20th March 2013 (the "Agreement")

Amount secured by the mortgage or charge

All moneys and liabilities then due or which might thereafter become due to Lloyds Bank plc (the "Bank") from either the Company or any one or more of the other parties to the Agreement (other than the Bank) being at the date hereof the following companies:

(List of companies party to the Agreement)

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

Lloyds Bank plc
25 Gresham Street
London
EC2V 7HN

Short particulars of all the property mortgaged or charged

Any sum or sums for the time being standing to the credit of any one or more of any present or future accounts of the Companies or any of them with the Bank (including any accounts held in the Bank's name with any designation which includes the name(s) of the Companies or any of them) whether such accounts be denominated in sterling or in a currency or currencies other than sterling.

NOTE: By Clause 14.7 of the Agreement, the Company agreed that it would not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to all or any of the accounts for the time being of the Company with the Bank or any sum or sums standing to the credit of any one or more of such accounts, or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank).

Particulars as to commission allowance or discount

Nil

Commercial Banking Legal

1st Floor
10 Noble Street
London
EC2V 7ED
TNT 89

Telephone: 020 7806 1734

Facsimile: 0844 984 1568

Memorandum

Mark O'Neil

Date: 27th November 2015

Your Ref: VF3109842

Our Ref: TDS/1511705

Omnibus Guarantee and Set Off Agreement for CPL Industries Group Limited

In response to your memo of today we have prepared the enclosed deed of accession to the existing OGSA.

Please note that:

- (a) considerations of section 151-4 Companies Act 1985 (financial assistance) remain applicable with regards to "PLCs" and companies that have "PLC subsidiaries". The following link can be used to obtain guidance (under "Companies Act 2006 – Financial Assistance") as to what action (if any) needs to be taken following the changes introduced by the Companies Act 2006;

<http://transinterchange.co.lloyds.co.uk/legal/>

- (b) it is necessary to check that each guarantor has the necessary powers to enter into the guarantee and set off arrangements, that the directors of the guarantor may freely exercise that power, and that all required checks as to the authority of the directors to issue powers of attorney have been made; and
- (c) that the Board Resolution/Secretary's Certificates of each company, approving the wording of the Deed and authorising its execution states it was agreed that entering into the Security was in the commercial interests of the company - see specimens attached, and satisfy yourselves as far as you can that it is in the company's commercial interest.

You should satisfy yourself that the bank has not been notified expressly or impliedly of the revocation of any power of attorney given in connection with the OGSA.

Please copy this letter and the enclosures to the relevant lending Office and refer to us for any further Deeds of Admission or Release.

In the case of a Deed of Admission, please also ensure that registration is attempted at Companies House against each company i.e. the existing and the new companies.

Regards,

Lindsay Marendaz,
Managers Assistant
encs.

Director / Company Secretary's Certificate

Date...12...April...2017

To:
Lloyds Bank plc
5th Floor
110 St Vincent Street
Glasgow
G2 5ER

Dear Sirs

In this Certificate:

the "Bank" means Lloyds Bank plc.
the "Company" means **CPL Industries Group Limited** (Company No. 07717350).
the "Security" means a Deed of Accession to the Omnibus Guarantee and Set-Off ("OGSA") between the Company and various other companies (together the "Companies") and the Bank dated 20th March 2013 as may be amended and supplemented from time to time.

I, the undersigned, being the director / company secretary of the Company confirm that, at a meeting of the board, duly convened and held on ...6...April...2017 at which a quorum was present, the following resolutions were duly passed, in relation to the Security which the Company intends to enter into:

"It is in the commercial interest of, and would promote the success of the Company for the benefit of its members as a whole, to enter into the Security."

"The Security be approved, and accordingly be executed and delivered to the Bank, on behalf of the Company."

I further confirm that:

1. The Security in the form approved by the board has been duly executed by the Company (subject only to dating, if it has not already been dated) in accordance with the above resolutions and in accordance with the Memorandum and Articles of Association of the Company.
2. The Security referred to in the above resolutions is the same as the Security referred to in this Certificate, and, as executed (subject to dating, if it has not already been dated), either accompanies this Certificate or has been or is to be provided separately to the Bank by me or on my behalf.
3. The Bank is authorised to date the Security if it has not already been dated, and otherwise to treat the Security as duly delivered, at such time as the Bank decides.

Yours faithfully



Director / ~~Company Secretary~~

Director / Company Secretary's Certificate

Date...12...April...2017

To:
Lloyds Bank plc
5th Floor
110 St Vincent Street
Glasgow
G2 5ER

Dear Sirs

In this Certificate:

the "Bank"	means Lloyds Bank plc.
the "Company"	means CPL France Limited (Company No 06165501).
the "Security"	means a Deed of Accession to the Omnibus Guarantee and Set-Off ("OGSA") between the Company and various other companies (together the "Companies") and the Bank dated 20 th March 2013 as may be amended and supplemented from time to time.

I, the undersigned, being the director / company secretary of the Company confirm that, at a meeting of the board, duly convened and held on 6 April 2017 at which a quorum was present, the following resolutions were duly passed, in relation to the Security which the Company intends to enter into:

"It is in the commercial interest of, and would promote the success of the Company for the benefit of its members as a whole, to enter into the Security."

"The Security be approved, and accordingly be executed and delivered to the Bank, on behalf of the Company."

I further confirm that:

1. The Security in the form approved by the board has been duly executed by the Company (subject only to dating, if it has not already been dated) in accordance with the above resolutions and in accordance with the Memorandum and Articles of Association of the Company.
2. The Security referred to in the above resolutions is the same as the Security referred to in this Certificate, and, as executed (subject to dating, if it has not already been dated), either accompanies this Certificate or has been or is to be provided separately to the Bank by me or on my behalf.
3. The Bank is authorised to date the Security if it has not already been dated, and otherwise to treat the Security as duly delivered, at such time as the Bank decides.

Yours faithfully



Director / Company Secretary

TDS/15117