



Registration of a Charge

Company name: **EDDIE STOBART LOGISTICS PLC**

Company number: **08922456**



X79GKINF

Received for Electronic Filing: **04/07/2018**

Details of Charge

Date of creation: **21/06/2018**

Charge code: **0892 2456 0003**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, 2
BURLINGTON PLAZA, BURLINGTON ROAD, DUBLIN 4, IRELAND AS
SECURITY AGENT (AS TRUSTEE FOR EACH OF THE SECURED PARTIES)**

Brief description: **N/A**

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:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8922456

Charge code: 0892 2456 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2018 and created by EDDIE STOBART LOGISTICS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2018 .

Given at Companies House, Cardiff on 6th July 2018

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

EXECUTION VERSION

DATED 21 JUNE 2018

THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS

IN FAVOUR OF

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
AS SECURITY AGENT

SUPPLEMENTAL SECURITY AGREEMENT

EXECUTED IN CONNECTION WITH THE
AMENDMENT AND RESTATEMENT OF THE
£100,000,000 SENIOR FACILITY AGREEMENT FOR
EDDIE STOBART LOGISTICS PLC

SUPPLEMENTAL TO A SECURITY OVER SHARES
AGREEMENT DATED 25 APRIL 2017

Contents

Clause	Page
1. Definitions and Interpretation	1
2. Confirmation of Existing Security	3
3. Common Provisions	3
4. Supplemental Fixed Charge over Shares	3
5. Miscellaneous	3
6. Extension of Powers	5
7. Power of Attorney	5
8. Counterparts	5
9. Governing Law	6
Schedule 1 The Chargors	7
Schedule 2 Shares	2

THIS SUPPLEMENTAL SECURITY OVER SHARES AGREEMENT is made by way of deed on 21 June 2018

BY:

- (1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**") in favour of
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**").

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Supplemental Security over Shares Agreement:

"Amended Facility Agreement" means the Original Facility Agreement as amended and restated by the Amendment and Restatement Agreement.

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Security Agreement and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Effective Date of the Amendment and Restatement Agreement.

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated on or around the date hereof in relation to the Original Facility Agreement between Eddie Stobart Logistics PLC as parent, Greenwhitestar Acquisitions Limited as company and borrower, the companies named therein as guarantors, AIB Group (UK) plc, Allied Irish Banks plc, BNP Paribas, London Branch, KBC Bank NV and The Governor and Company of the Bank of Ireland as arranger and The Governor and Company of the Bank of Ireland as agent and security agent.

"Charged Portfolio" means the Shares and all dividends, interest and other monies at any time payable in respect of the Shares and all other rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, Security, guarantees, indemnities, covenants for title, proceeds of sale and other monies and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order of, or on behalf of the Chargor at any time.

"Fixed Security" means the fixed charge expressed to be created by or pursuant to Clause 4 (*Supplemental Fixed Charge over Shares*) of this Supplemental Security Agreement.

"Original Security Agreement" means the security over shares agreement dated 25 April 2017 between the Chargors and the Security Agent.

"Original Facility Agreement" means the senior facility agreement originally dated 13 April 2017 between, *inter alios*, the Parent, the Borrower, the Arranger, the Agent and the Security Agent as amended on 18 May 2017 and on 29 December 2017.

"Original Security" means the Security created by or pursuant to the Original Security Agreement.

"Shares" means any stocks, shares, debentures and other securities listed in Schedule 2 (*Shares*) and all of each Chargor's other present and future shares in the capital of any Material Company incorporated in England and Wales held by, to the order, or on behalf, of any Chargor at any time.

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Security over Shares Agreement, or the context otherwise requires, a term defined in the Original Security Agreement, the Amendment and Restatement Agreement or the Amended Facility Agreement has the same meaning in this Supplemental Security over Shares Agreement, or any notice given under or in connection with this Supplemental Security over Shares Agreement.

1.3 Construction

In this Supplemental Security over Shares Agreement:

- (a) the rules of interpretation contained in clauses 1.2 (*Construction*) and 1.3 (*Currency Symbols and definitions*) of the Amended Facility Agreement shall apply to the construction of this Supplemental Security over Shares Agreement, or in any notice given under or in connection with this Supplemental Security over Shares Agreement;
- (b) any reference to the **"Security Agent"**, the **"Secured Parties"**, the **"Finance Parties"** or a **"Chargor"** shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Intercreditor Agreement;
- (c) any reference to **"including"** and **"include"** shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms; and
- (d) references in this Supplemental Security over Shares Agreement, to any Clause or Schedule shall be to a Clause or Schedule contained in this Supplemental Security over Shares Agreement.

1.4 Present and future assets

- (a) A reference in this Supplemental Security over Shares Agreement to Shares or other asset includes, unless the contrary intention appears, present and future Shares and other assets.

- (b) The absence of or incomplete details of any Shares in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Security over Shares Agreement.

1.5 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Portfolio as a consequence of this Supplemental Security over Shares Agreement and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Portfolio.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 3.1 (*Restatement of the Original Facility Agreement*) of the Amendment and Restatement Agreement and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facility Agreement).

3. COMMON PROVISIONS

3.1 Supplemental Security

All the Security created by or pursuant to Clause 4 (*Supplemental Fixed Charge over Shares*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.

4. SUPPLEMENTAL FIXED CHARGE OVER SHARES

Each Chargor charges, with full title guarantee and by way of first fixed charge, in favour of the Security Agent as trustee for the Secured Parties, and the Security Agent shall hold the benefit of this Supplemental Security over Shares Agreement and the Security created by or pursuant to it on trust for the Secured Parties, as continuing security for the payment and discharge of all of the Amended Secured Obligations, all of its rights, title and interest from time to time in and to the Charged Portfolio.

5. MISCELLANEOUS

5.1 Incorporation of provisions from Amended Facility Agreement

The provisions of clauses 1.4 (*Third party rights*), 14 (*Tax gross up and indemnities*), 16 (*Other indemnities*), 34.1 (*Accounts*), 34.2 (*Certificates and determinations*) and 37 (*Amendments and waivers*) of the Amended Facility Agreement are incorporated into this Supplemental Security over Shares Agreement as if expressly set out in full in this Supplemental Security over Shares Agreement, but so that references in those clauses to the Amended Facility Agreement are references to this Supplemental Security over Shares Agreement.

5.2 Incorporation of provisions from Original Security Agreement

The provisions of clauses 2 (*Covenant to pay*), 4 (*Provisions as to Security and Perfection*), 5 (*Further Assurance*), 6 (*Shares*), 8 (*Enforcement of Security*), 9 (*Extension of Powers and Right of Appropriation*), 10 (*Appointment of Receiver or Administrator*), 11 (*Powers of Receiver*), 12 (*Application of Proceeds*), 13 (*Protection of Purchasers*), 15 (*Effectiveness of Security*), 16 (*Prior Security Interests*), 17 (*Subsequent Security Interests*), 18 (*Suspense Accounts*), 19 (*Release of Security*), 20 (*Set-off*), 22 (*Notices*), 23 (*Discretion and Delegation*), and 25 (*Jurisdiction*) of the Original Security Agreement are incorporated into this Supplemental Security over Shares Agreement, as if set out in full in this Supplemental Security over Shares Agreement, but so that references in those clauses to:

- (a) the "**Senior Facility Agreement**" are references to the "Amended Facility Agreement";
- (b) the "**Secured Obligations**" are references to the "Amended Secured Obligations";
- (c) "**Charged Portfolio**" are references to the assets of each Chargor charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Security over Shares Agreement; and
- (d) "**this Agreement**" are references to this Supplemental Security over Shares Agreement,

provided that (i) clause 4.2 (*Implied covenants for title*) of the Original Security Agreement shall be incorporated into this Supplemental Security over Shares Agreement, as if set out in full in this Supplemental Security over Shares Agreement, but subject to the Original Security Agreement, and (ii) the Chargors' obligations set out at clause 4.3 (*Deposit of share certificates*) of the Original Security Agreement shall be deemed to have been satisfied under this Supplemental Security over Shares Agreement to the extent such obligations were complied with under the Original Security Agreement).

5.3 Original Security Agreement

Except insofar as supplemented by this Supplemental Security over Shares Agreement, the Original Security Agreement shall remain in full force and effect.

5.4 No merger

For the avoidance of doubt, any charge (whether at law or in equity) created by the Original Security Agreement shall continue in full force and effect notwithstanding this Supplemental Security over Shares Agreement and shall not merge in any security constituted by this Supplemental Security over Shares Agreement or be released, extinguished or affected in any way by the security constituted by this Supplemental Security over Shares Agreement.

6. EXTENSION OF POWERS

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Security over Shares Agreement shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Amended Secured Obligations shall be deemed due and payable for that purpose) on the date of this Supplemental Security over Shares Agreement.

7. POWER OF ATTORNEY

7.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Supplemental Security over Shares Agreement or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Portfolio and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Portfolio); and
- (b) enabling the Security Agent and any Receiver to exercise (subject to clause 6.5 (*Waiver of voting rights by Security Agent*) of the Original Security Agreement), or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Supplemental Security over Shares Agreement or by law (including, after the occurrence of an Acceleration Event, the exercise of any right of a legal or beneficial owner of the Charged Portfolio),

if the Chargor has failed to perform an obligation under this Supplemental Security over Shares Agreement and such failure has not been remedied within ten Business Days of the Security Agent requiring it to be so remedied or at any time following the occurrence of an Acceleration Event.

7.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

8. COUNTERPARTS

This Supplemental Security over Shares Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Security over Shares Agreement.

9. **GOVERNING LAW**

This Supplemental Security over Shares Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL SECURITY OVER SHARES AGREEMENT has been signed by the Security Agent and executed as a deed by each Chargor and is delivered by it on the date stated at the beginning of this Supplemental Security over Shares Agreement.

**SCHEDULE 1
THE CHARGORS**

Name and Company Number of Chargor	Jurisdiction	Address, fax number and name of relevant department or officer to receive notice	
Eddie Stobart Logistics plc (formerly known as Greenwhitestar UK plc) 8922456	England and Wales	Address:	Stretton Green Distribution Park, Langford Way, Warrington, United Kingdom, WA4 4TQ
		Fax:	+44 207 4946381
		Attention:	Damien Harte, Elaine Williams and Rupert Nichols
		Email:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Stobart Transport & Distribution Limited 05907280	England and Wales	Address:	Stretton Green Distribution Centre, Langford Way, Warrington, United Kingdom, WA4 4TQ
		Fax:	+44 207 4946381
		Attention:	Damien Harte, Elaine Williams and Rupert Nichols
		Email:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Eddie Stobart Group Limited 03047957	England and Wales	Address:	Stretton Green Distribution Centre, Langford Way, Warrington, United Kingdom, WA4 4TQ
		Fax:	+44 207 4946381
		Attention:	Damien Harte, Elaine Williams and Rupert Nichols
		Email:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

ESLL Group Limited
(formerly known as
Eddie Stobart Logistics
Limited)
57959

Guernsey

Address:

Old Bank Chambers, La Grande
Rue, St Martin's, Guernsey GY4
6RT

**SCHEDULE 2
SHARES**

Chargor	Name of Company	Description and Number of Shares Held
Eddie Stobart Logistics plc (formerly known as Greenwhitestar UK plc)	Greenwhitestar Acquisitions Limited	653,001 ordinary shares of £1
ESLL Group Limited (formerly known as Eddie Stobart Logistics Limited)	Stobart Transport & Distribution Limited	1,701,196 ordinary shares of £0.01
Stobart Transport & Distribution Limited	Eddie Stobart Group Limited	10,575,920 ordinary shares of £1
Eddie Stobart Group Limited	Eddie Stobart Limited	21,434,709 ordinary shares of £1

EXECUTION PAGE

The Chargors

EXECUTED AS A DEED by)
EDDIE STOBART LOGISTICS PLC)
acting by a director)
in the presence of:)

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

EXECUTED AS A DEED by)
ESLL GROUP LIMITED)
acting by a director)
in the presence of:)

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

EXECUTED AS A DEED by)
STOBART TRANSPORT & DISTRIBUTION)
LIMITED)
acting by a director)
in the presence of:)

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

[Redacted Signature]

[Redacted Signature]

JM WIDDUP
62 WHARFE VIEW ROAD
ILKLEY
LS29 8DU

[Redacted Signature]

[Redacted Signature]

JM WIDDUP
62 WHARFE VIEW ROAD
ILKLEY
LS29 8DU

[Redacted Signature]

[Redacted Signature]

JM WIDDUP
62 WHARFE VIEW ROAD
ILKLEY
LS29 8DU

EXECUTED AS A DEED by
EDDIE STOBART GROUP LIMITED
acting by a director
in the presence of:

)
)
)
)



Signature of witness:



Name (in BLOCK CAPITALS):

JM WIDDUP

Address:

62 WHARFE VIEW ROAD
ILKLEY
LS29 8DU

The Security Agent

Signed by)
THE GOVERNOR AND COMPANY OF THE)
BANK OF IRELAND)
for and on its behalf)
by two duly authorised)
Officers)

[Redacted Signature]

ADAM BROSNAN

[Redacted Signature]

LACHEL PENTON