

54199/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT**
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

WEDNESDAY



LD2 02/01/2013 #78
COMPANIES HOUSE

1 Company details

Company number 0 2 7 1 4 7 8 1

Company name in full CLS Holdings Plc (the "Chargor")

28 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 1 d 7 m 1 m 2 y 2 y 0 y 1 y 2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A third party charge over shares between (1) the Chargor and (2) the Agent (as defined below) (the
"Third Party Charge")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The "**Secured Liabilities**" defined in Clause 1.1 of the Third
Party Charge to mean any and all past, present and future
obligations and liabilities (whether actual or contingent and
whether owed jointly or severally and whether as principal or as
surety or in any other capacity whatsoever and of whatsoever
nature), of the Obligors (or any of them) and/or the Chargor
(and whether or not originally owed or incurred by that person
or some other person, and in whatever currency) to the Agent
and/or the Finance Parties (or any of them) under or in
connection with the Finance Documents (including the Third
Party Charge)

6
10

The above is to be read in conjunction with Part 4 of the
continuation pages, which contain applicable definitions

Continuation page
Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	The Royal Bank of Scotland Plc (the "Agent")									
Address	5-10 Great Tower Street									
	London									
Postcode	E	C	3	P		3	H	X		
Name										
Address										
Postcode										

Continuation page

Please use a continuation page if you need to enter more details

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Please see Parts 1, 2 and 3 of the attached continuation pages, to be read in conjunction with Part 4 which contains applicable definitions

Continuation page

Please use a continuation page if you need to enter more details

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X *Lauren Greenup* X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name
Kate Davies

Company name
Lawrence Graham LLP

Address
4 More London Riverside

Post town
London

County/Region

Postcode
S E 1 2 A U

Country
United Kingdom

DX
132076 London Bridge 4

Telephone
020 7759 6679



We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Part 1 - Short Particulars of all the property mortgaged or charged	
	1 1 Fixed Security	
	1.1.1 Creation	
	<p>By Clause 2 (<i>Fixed Security</i>) of the Third Party Charge, the Chargor, as continuing security for the payment, performance and discharge of all the Secured Liabilities and in the manner specified in Clause 2 2 (<i>Title Guarantee</i>) of the Third Party Charge (as replicated in paragraph 1 1 2 of this Form MG01), charges in favour of the Agent (as agent and trustee for and on behalf of itself and the other Finance Parties)</p>	
	1 1 1 1	by way of first fixed charge all its right, title, benefit and interest (both present and future) in, to and under the <u>Securities</u> held by it and/or any nominee or other person on its behalf, and
	1 1 1 2	by way of a first fixed charge all its right, title, benefit and interest (both present and future) in, to and under the Derivative Assets
	1.1.2 Title Guarantee	
	1 1 2 1	Every disposition effected by the Third Party Charge is made with full title guarantee
	1 1 2 2	The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to Clause 2 1 (<i>Creation</i>) of the Third Party Charge as replicated in paragraph 1 1 1 of this Form MG01, being
	1 1 2 2 1	the words "except to the extent that" and all the words thereafter in section 3(2), and
	1 1 2 2 2	section 6(2)
	1 1 3	The other terms of the Third Party Charge do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants
	Part 2 - Covenants and Restrictions	
	1. Further Assurance	
	The Third Party Charge contains a further assurance clause	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged							
	Please give the short particulars of the property mortgaged or charged							
Short particulars	<p>2. Restrictions on dealing</p> <p>In Clause 4 2 (<i>Restrictions on dealing</i>) of the Third Party Charge, the Chargor covenants that it shall not (without the prior written consent of the Agent)</p> <p>2 1 create or purport to create or permit to subsist any Security of whatsoever nature on or in relation to any Charged Asset other than any Security created by the Third Party Charge, nor</p> <p>2 2 (whether by a single transaction or a number of related transactions, and whether at the same time or over a period of time) sell, transfer, novate, grant (including granting any option), declare a trust of, or otherwise dispose of (or purport to do any of the foregoing) any Charged Asset or any part thereof or permit the same to occur</p> <p style="text-align: center;">Part 3 - Details of Securities</p> <table border="1"> <thead> <tr> <th data-bbox="327 1061 456 1090">Company</th> <th data-bbox="719 1061 815 1090">Shares</th> <th data-bbox="1139 1061 1251 1090">Number</th> </tr> </thead> <tbody> <tr> <td data-bbox="327 1184 579 1404"> Dukes Road Limited (registered number 03121994 (England and Wales)) </td> <td data-bbox="655 1184 941 1216">£1 00 Ordinary Shares</td> <td data-bbox="1054 1184 1466 1216">2,382 ordinary shares of £1 each</td> </tr> </tbody> </table>		Company	Shares	Number	Dukes Road Limited (registered number 03121994 (England and Wales))	£1 00 Ordinary Shares	2,382 ordinary shares of £1 each
Company	Shares	Number						
Dukes Road Limited (registered number 03121994 (England and Wales))	£1 00 Ordinary Shares	2,382 ordinary shares of £1 each						

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">Part 4 - Definitions</p> <p>"Additional Guarantor" has the meaning ascribed to it in the Facility Agreement,</p> <p>"Borrower" means Dukes Road Limited, a company incorporated in England and Wales with registration number 03121994 whose registered office is at 86 Bondway, London SW8 1SF,</p> <p>"Charged Assets" means the assets of the Chargor the subject of any security interest created by (or intended to be created by) the Third Party Charge, and "Charged Asset" shall be construed accordingly,</p> <p>"Derivative Assets" means all assets deriving from any of the Securities including all allotments, accretions, offers, rights, dividends, interest, income, distributions, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Securities and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof,</p> <p>"Facility Agreement" means the £15,000,000 facility agreement dated 17 December 2012 between, amongst others, the Borrower and the Agent (as restated and/or amended from time to time),</p> <p>"Finance Documents" has the meaning ascribed to it in the Facility Agreement (and for the avoidance of doubt includes the Facility Agreement and the Third Party Charge), and "Finance Documents" shall be construed accordingly,</p> <p>"Finance Parties" has the meaning ascribed to it in the Facility Agreement includes each of the Agent, the Hedge Counterparty and the Lenders,</p> <p>"Guarantor" means the Original Guarantors and the Additional Guarantors (and "Guarantor" means any one of them as the context requires),</p> <p>"Hedging Counterparty" means The Royal Bank of Scotland Plc,</p> <p>"Lenders" has the meaning ascribed to it in the Facility Agreement and includes The Royal Bank of Scotland Plc,</p> <p>"Obligors" has the meaning ascribed to it in the Facility Agreement and includes any of the Borrower, the Parent and each Guarantor,</p> <p>"Original Guarantor" has the meaning ascribed to it in the Facility Agreement and includes</p> <p>(a) Mohican Nominees Limited, a company incorporated in England and Wales with registration number 02522241 whose registered office is at 86 Bondway, London SW8 1SF,</p> <p>(b) Crosspoint House Limited, a company incorporated in England and Wales with registration number 02214890 whose registered office is at 86 Bondway, London SW8 1SF,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="336 371 1021 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 439 1473 501">(c) Benwell House Limited, a company incorporated in England and Wales with registration number 08284323 whose registered office is at 86 Bondway, London SW8 1SF, and</p> <p data-bbox="328 533 1473 595">(d) Sentinel House Limited, a company incorporated in England and Wales with registration number 08303884 whose registered office is at 86 Bondway, London SW8 1SF,</p> <p data-bbox="328 627 930 660">"Parent" has the same meaning as the Chargor,</p> <p data-bbox="328 692 930 725">"Party" means a party to the Facility Agreement,</p> <p data-bbox="328 757 1473 878">"Securities" means all shares or other securities legally and/or beneficially owned from time to time by or on behalf of the Chargor in the share capital of the Borrower including, without limitation, those specified in Schedule 1 of the Third Party Charge as replicated in Part 4 of the continuation pages to this Form MG01, and</p> <p data-bbox="328 909 1473 972">"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2714781
CHARGE NO. 28**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY CHARGE OVER
SHARES DATED 17 DECEMBER 2012 AND CREATED BY CLS
HOLDINGS PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGORS (OR ANY OF THEM)
AND/OR THE COMPANY TO THE ROYAL BANK OF SCOTLAND
PLC (THE AGENT) AND/OR THE FINANCE PARTIES (OR ANY OF
THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 2
JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2013

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Companies House



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