



Companies House

MR01(ef)

Registration of a Charge

Company name: **CPL INDUSTRIES GROUP LIMITED**

Company number: **07717350**

Received for Electronic Filing: **13/08/2013**



Details of Charge

Date of creation: **24/07/2013**

Charge code: **0771 7350 0006**

Persons entitled: **LLOYDS TSB BANK PLC**

Brief description: **A DEED SUPPLEMENTAL TO AN OMNIBUS GUARANTEE AND SET-OFF AGREEMENT DATED 20 MARCH 2013, GRANTING A CHARGE OVER CREDIT BALANCES, BEING ANY AND ALL SUMS STANDING TO THE CREDIT OF ALL BANK ACCOUNTS OF CPL INDUSTRIES GROUP LIMITED HELD WITH LLOYDS TSB BANK PLC, AS MORE PARTICULARLY DESCRIBED IN CLAUSE 2.4 OF THE SUPPLEMENTAL DEED.**

Contains fixed charge(s).

Notification of addition to or amendment of charge.

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:

KATHRYN WALTERS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7717350

Charge code: 0771 7350 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2013 and created by CPL INDUSTRIES GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th August 2013 .

Given at Companies House, Cardiff on 14th August 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

To be presented for registration at Companies House
within 21 days of dating against all the companies and limited liability
partnerships (both "Existing" and "Further") which are a party to this document.

THIS DEED OF ACCESSION is made the 21st day of July 2013.

BETWEEN:

- (1) **THE SEVERAL COMPANIES AND/OR LIMITED LIABILITY PARTNERSHIPS** specified in Part I of the schedule hereto (the "Existing Companies");
- (2) **THE COMPANIES/LIMITED LIABILITY PARTNERSHIPS** specified in Part II of the schedule hereto (the "Further Companies"); and
- (3) **LLOYDS TSB BANK plc** (the "Bank")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 20 March 2013 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement 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 Companies 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 each 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 any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other 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 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 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 any 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 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 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 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 Companies 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 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 Companies 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 any one or more of the Further Companies to the Bank anywhere or for which any one or more of the Further Companies 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 such 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 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 such 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 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 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 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 such 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 such 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 Companies 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 Companies, 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 each 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 each 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 Companies 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 5/7/2013

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
CPL Industries Group Limited	07717350	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG
CPL Industries Holdings Limited	05754991	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG
CPL Industries Limited	02993245	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG
CPL Industrial Services (Holdings) Limited	03317386	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG
Coal Products Limited	01102042	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG
Heptagon Limited	03034114	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG
Broomco (1850) Limited	03773200	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG
Carbon Link Limited	02504167	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG

CPL Distribution Limited	00544782	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG
CPL Property Limited	03075502	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG
Walter H Feltham & Son Limited	00375348	Mill Lane Wingerworth Chesterfield Derbyshire S42 6NG

Part II - The Further Companies

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
CPL Fuels Ireland Limited	505185	1 Jocelyn Place, Dundalk, County Louth, Republic of Ireland

Given under the common seal of
CPL Fuels Ireland Limited
in the presence of:

DARIN WAKE.....(insert full name)

Director

[Signature].....(signature)

NIAL MCQUINN.....(insert full name)

Director

[Signature].....(signature)

Witness: GARY BROWN.....(name)

[Signature].....(signature)

Address:

[Redacted Address]

Occupation:

FINANCE MANAGER

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

D WAKE.....(insert full name)

Director

[Signature].....(signature)

in the presence of

Witness: GARY BROWN.....(name)

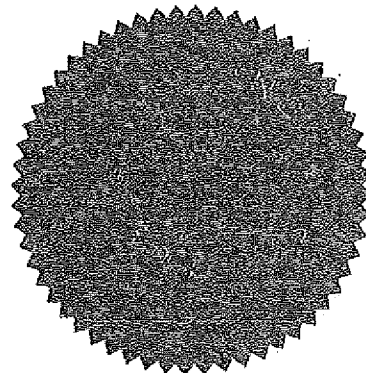
[Signature].....(signature)

Address:

[Redacted Address]

Occupation:

FINANCE MANAGER



Board Minutes relating to an Omnibus Guarantee and Set-Off Agreement

CPL Fuels Ireland Limited
(Company Registered number 505185)

Extract from the Minutes of a meeting of the Board of Directors of the above-named company (the "Company") duly convened, held and constituted on the ...5th... day of ...JULY... 2013 at ...THE HALLBOUL, KERRY COUNTY COUNCIL...

Present: DARREN WAKE (DIRECTOR, CHAIRMAN)
NIALL MCGUINNESS (DIRECTOR)
TIMOTHY MINETT (DIRECTOR)

A quorum was present.

The Chairman reported that various companies had arranged with their bankers, Lloyds TSB Bank plc (the "Bank"), to accede to an omnibus guarantee and set-off agreement (the "Agreement") with the Bank. The various companies were specified in Schedule 1 to the deed of accession to the Agreement (the "Deed of Accession") presented to the Directors and for the purposes of these Minutes such companies are together referred to as the "Companies".

It was noted that the Agreement would provide for each of the Companies to guarantee all monies and liabilities at any time due owing or incurred from or by each of the other Companies to the Bank, and would permit the Bank at any time to combine or consolidate all or any of the Companies bank accounts and transfer all or any sums standing to the credit of such bank accounts in or towards satisfaction of all or any of the Companies liabilities to the Bank. Each of the Companies charges its credit balances to the Bank to secure repayment of all of the Companies liabilities to the Bank.

It was further noted that the Agreement contained a power of attorney appointing CPL Industries Group Limited as the attorney of the Company to execute documents allowing further companies to be admitted to the arrangements contemplated by the Agreement so as to guarantee and be guaranteed by the other parties to the arrangements and so as to give the Bank set off rights against all parties to those arrangements and allowing any of the Companies and such further companies to be released from the arrangements contemplated by the Agreement.

All those Directors of the Company who were also Directors and/or shareholders of, or otherwise interested in, all or any of the other Companies duly declared the nature and extent of their respective interests which they were required by the Company's Articles of Association (or other constitutional documents) or otherwise to disclose.

The Directors considered carefully the terms of the Agreement and the Deed of Accession, and were unanimously of the opinion that it would be in the commercial interests of, and promote the success of the Company for the benefit of its members as a whole, to accede to the Agreement and that the value to the Company, in money or moneys worth, of acceding to the Agreement, would not be significantly less than the value in money or moneys worth of the consideration provided by the Company.


IT WAS UNANIMOUSLY RESOLVED that:

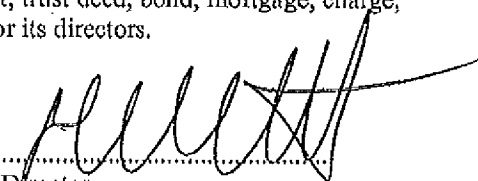
1. it was to the commercial benefit and advantage and in the best interest of the Company for the benefit of its members as a whole to accede to the Agreement;

2. the Company execute the Deed of Accession thereby acceding to the Agreement in favour of the Bank providing for each of the Companies to guarantee all monies and liabilities now or at any time hereafter due owing or incurred from or by each of the other Companies to the Bank, and authorising the Bank without notice to the Companies to combine or consolidate all or any of the accounts of any of the Companies with the Bank and to transfer the credit balances on any accounts of any of the Companies with the Bank in or towards satisfaction of any of the liabilities to the Bank of any of the Companies;
3. the form of the Deed of Accession now produced to the meeting be and the same is hereby approved, subject to any amendments referred to below;
4. any two Directors, or any one Director and the Secretary, or any Director in the presence of a witness, of the Company are hereby authorised to sign and deliver the Deed of Accession as a deed on behalf of the Company incorporating such amendments to the form of Deed of Accession produced to the meeting as may in the absolute discretion of such officers be agreed by them, their signatures being conclusive evidence of their agreement to such amendments;
5. pursuant to Clause 22 of the Agreement each of CPL Industries Group Limited and its substitutes be and hereby is irrevocably appointed to be attorney for the Company and in its name and as its act and deed or otherwise to execute and deliver any deed admitting further companies to or releasing any of the Companies and any of such further companies from the arrangements contemplated by the Agreement and to execute all such other deeds acts and things as the attorney may consider necessary or expedient in connection with the Agreement; and
6. the foregoing resolutions do not in any way prejudice or affect the instructions to the Bank contained in resolutions of the Board constituting the Company's bank mandate.

IT IS HEREBY CERTIFIED THAT:

- (1) the foregoing is a true extract from the Minutes of the Board of Directors of the Company;
- (2) the foregoing resolutions were duly passed in accordance with the Memorandum and Articles of Association of the Company; and
- (3) the passing of the resolutions and the completion of the transactions thereby contemplated do not, and when completed will not, contravene any provision of the Memorandum and Articles of Association of the Company or of any loan agreement, trust deed, bond, mortgage, charge, contract or other instrument binding upon the Company or its directors.


.....
Chairman


.....
Director