

007741/13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



Companies House

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is  
accompanied by a court order extending the time for delivery



You must enclose a certified copy of the instrument with this form  
scanned and placed on the public record

WEDNESDAY



\*L2LJEO5U\*

LD2

20/11/2013

#27

COMPANIES HOUSE

### 1 Company details

Company number 0 8 6 4 9 2 4 3

Company name in full C G I S GROUP (NO 3) INTERMEDIATE LIMITED

2 For official use  
→ Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 0 7 1 1 2 0 1 3

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name SCULPTOR FINANCE (MD) IRELAND LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

N/A

**5**

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ **Yes**

☒ **No**

**6**

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

**7**

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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**Trustee statement <sup>①</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X Paul Hastings (Europe) LLP X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **SAM HOLDSWORTH**

Company name **PAUL HASTINGS (EUROPE) LLP**

Address **TEN BISHOPS SQUARE**

**EIGHTH FLOOR**

Post town **LONDON**

County/Region **LONDON**

Postcode **E 1 6 E G**

Country **ENGLAND**

DX

Telephone **02030235143**



### Certificate

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

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



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8649243

Charge code: 0864 9243 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2013 and created by C G.I.S. GROUP (NO 3) INTERMEDIATE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2013.

*f*

Given at Companies House, Cardiff on 26th November 2013



**Companies House**



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

Dated 7 November 2013

**C.G.I.S. GROUP (NO.3) INTERMEDIATE LIMITED**  
as Chargor

and

**SCULPTOR FINANCE (MD) IRELAND LIMITED**  
as Agent

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**SUPPLEMENTAL SECURITY AGREEMENT**

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Paul, Hastings, Janofsky & Walker (Europe) LLP  
*Solicitors and Registered Foreign Lawyers*  
Eighth Floor  
Ten Bishops Square  
London E1 6EG

Tel +44 20 3023 5100  
Fax +44 20 3023 5109  
Ref 76995-00008

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**THIS DEED** is dated 7 November 2013

**BETWEEN:**

- (1) **C.G.I.S. GROUP (NO.3) INTERMEDIATE LIMITED** (registered number 08649243) and having its registered address at 10 Upper Berkeley Street, London, W1H 7PE (the **Chargor**), and
- (2) **SCULPTOR FINANCE (MD) IRELAND LIMITED** as security agent and trustee for the Finance Parties (as defined in the Credit Agreement defined below) (the **Agent**)

**BACKGROUND:**

- (A) Pursuant to a security agreement dated 6 September 2013 (the **Original Security Agreement**) between (among others) the Chargor and the Agent, the Chargor charged by way of first fixed and floating charge and assignment by way of security all of its assets as security for, amongst other things, the present and future obligations and liabilities of the Borrower and each Obligor under the Finance Documents
- (B) The Chargor has agreed to enter into this Deed in connection with the Credit Agreement
- (C) This Deed is supplemental to the Original Security Agreement
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

**1. INTERPRETATION**

- (a) Capitalised terms defined in the Original Security Agreement and the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed. In addition, in this Deed the following terms shall have the following meanings
  - (i) **Credit Agreement** means the term loan credit agreement for up to £21,000,000 dated 4 September 2013 between among others the parties to this Deed as amended and restated on or about the date of this Deed pursuant to a supplemental agreement dated on or about 6 November 2013.
  - (ii) **Intercompany Loan Agreements** means the Logistics Intercompany Loan Agreement (as defined in the Credit Agreement) and/or the Logistics Holdco Intercompany Loan Agreement
  - (iii) **Logistics Holdco Intercompany Loan Agreement** means the intercompany loan agreement dated on or about 6 November 2013



between the Chargor as lender and C.G I S Logistics (Holdings) Limited as borrower.

- (b) The provisions of clause 1 2 (*Construction*) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement are to be construed as references to this Deed
- (c)
  - (i) The term **Finance Document** includes all amendments and supplements including supplements providing for further advances,
  - (ii) the term **this Security** means any security created by this Deed, and
  - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future assets
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

## 2. CREATION OF SECURITY

### 2 1 General

- (a) All the security created under this Deed
  - (i) is created in favour of the Agent,
  - (ii) is created over present and future assets of the Chargor,
  - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Agent holds the benefit of this Deed on trust for the Finance Parties

## 2.2 Assignment

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its right, title and interest in and under.

- (a) each Intercompany Loan Agreement,
- (b) the Logistics Security Agreement,
- (c) any other agreement designated in writing as a 'Relevant Contract' by the Agent

## 3. NOTICE OF RELEVANT CONTRACTS

### 3.1 General

In this Clause **Relevant Contract** means

- (a) each Intercompany Loan Agreement; and
- (b) any other agreement to which the Chargor is a party and which the Agent has designated in writing as a Relevant Contract.

### 3.2 Notices of assignment

The Chargor must:

- (a) on the date of this Deed, serve a notice of assignment, substantially in the form of Part 1 of Schedule 1 (*Form of Notice to Counterparty*), on each counterparty to a Relevant Contract; and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 1 (*Form of Acknowledgement of Counterparty*)

## 4. CONFIRMATION

The Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) it has charged in favour of the Agent by way of first fixed charge the assets and property referred to in clauses 3.2 (*Securities*) to 3.4 (*Book Debts*) (inclusive) and clause 3.7 (*Miscellaneous*) of the Original Security Agreement,
- (b) it has assigned to the Facility Agent by way of security its right, title and interest in and to the assets referred to in clauses 3.5 (*Insurances*) to 3.6 (*Subordinated Loans*) (inclusive) of the Original Security Agreement,
- (b) it has charged in favour of the Agent by way of first fixed charge the assets referred to in clause 2.2 (*Securities*) of this Deed, and

- (c) it has assigned in favour of the Agent by way of security, its right, title and interest in respect of the assets referred to in 2 3 (*Assignment*)

## 5. CONTINUATION

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect
- (b) The provisions of the Original Security Agreement (including without limitation Clause 9 (*When Security becomes Enforceable*)) are incorporated herein by reference and will apply mutatis mutandis to the Security created by this Deed
- (c) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed
- (d) This Deed is designated a Finance Document and a Transaction Security Document

## 6. GOVERNING LAW

This Deed any non-contractual obligations arising out of or in connection with it are governed by English law

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

**SCHEDULE 1**  
**FORM OF NOTICE FOR RELEVANT CONTRACTS**

**Part 1**  
**Form of Notice to Counterparty**

To [Contract party]

[Date]

Dear Sirs,

This letter constitutes notice to you that by a supplemental security agreement dated on or about 6 November 2013 in respect of a security agreement dated 6 September 2013 (the **Security Agreement**) we have assigned by way of security to Sculptor Finance (MD) Ireland Limited (the **Agent**), as agent and trustee for the Finance Parties as referred to in the Security Agreement, all our rights in respect of [insert details of Contract] (the **Contract**).

We confirm that

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract, and
- (b) none of the Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Agent or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Agent.

This letter is and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Agent at 5 Harbourmaster Place, IFSC, Dublin 1, Fax +353 1 680 6050, Attention: The Directors.

Yours faithfully,

**C.G.I.S. Group (No.3) Intermediate Limited**

(Authorised signatory)

**Part 2**  
**Form of Acknowledgement Of Counterparty**

To Sculptor Finance (MD) Ireland Limited as Agent

5 Harbourmaster Place  
IFSC  
Dublin 1

Fax +353 1 680 6050  
Attention The Directors

With further copy to

C G I S Group (No 3) Intermediate Limited  
10 Upper Berkeley Street  
London  
W1H 7PE

[Date]

Dear Sirs,

We confirm receipt from C G I S Group (No 3) Intermediate Limited (the **Chargor**) of a notice dated [●] of an assignment on the terms of the Security Agreement (as defined in the notice) of all the Chargor's rights in respect of [*insert details of the Contract*] (the **Contract**)

We confirm that we will pay all sums due, and give notices, under the Contract as directed in that notice

This letter is and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

..  
(Authorised signatory)

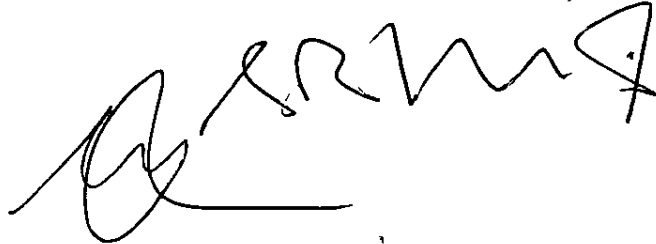
[*Counterparty*]

## SIGNATORIES

### Chargor

EXECUTED as a DEED by )  
C.G.I.S. GROUP (NO.3) INTERMEDIATE LIMITED )  
acting by )

Director  
Director



### The Agent

GIVEN under the common seal of

SCULPTOR FINANCE (MD) IRELAND LIMITED

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

## SIGNATORIES

### Chargor

EXECUTED as a DEED by )  
C.G.I.S. GROUP (NO.3) INTERMEDIATE LIMITED )  
acting by )

Director  
Director

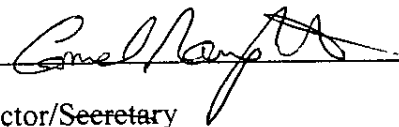
### The Agent

GIVEN under the common seal of

SCULPTOR FINANCE (MD) IRELAND LIMITED

  
\_\_\_\_\_

Director

  
\_\_\_\_\_

Director/Secretary

