



Registration of a Charge

Company Name: **OXALIS LOGISTICS UK LIMITED**

Company Number: **01164085**



XCWCNWEF

Received for filing in Electronic Format on the: **07/02/2024**

Details of Charge

Date of creation: **07/02/2024**

Charge code: **0116 4085 0011**

Persons entitled: **ABN AMRO ASSET BASED FINANCE N.V.**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING DOCUMENT DIRECTLY.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 TRUE, COMPLETE AND CORRECT COPY OF THE ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT.**

Certified by:

RADINA DENKOVA, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1164085

Charge code: 0116 4085 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th February 2024 and created by OXALIS LOGISTICS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2024 .

Given at Companies House, Cardiff on 12th February 2024

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

LONDON, 7 FEBRUARY 2024
I CERTIFY THAT, SAVE FOR THE MATERIAL
REDACTED PORTION OF 58596 OF THE
COMPANIES ACT 2006, THIS IS A TRUE,
COMPLETE AND CORRECT COPY OF THE
ELECTRONICALLY EXECUTED ORIGINAL
INSTRUMENT.

(Dew), DLA PIPER UK LLP

Debenture

Hoyer Gas & Petroleum Logistics Limited
as Original Chargor

ABN Amro Asset Based Finance N.V.
as the Funder

Dated 7 February 2024



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This Deed is made on

7 February

2024

Parties

- (1) **HOYER GAS & PETROLEUM LOGISTICS LIMITED**, a company incorporated under the laws of England and Wales with registered number 01164085, with registered address 517 Leeds Road, Huddersfield, W Yorkshire, HD2 1YJ (the **Original Chargor**); and
- (2) **ABN Amro Asset Based Finance N.V.** (as the **Funder**).

It is agreed:

1 Definitions and interpretation

1.1 Definitions

In this Deed at all times the following terms have the following meanings:

Accession Deed means an accession deed substantially in the form set out in Schedule 5 (*Form of Accession Deed*);

Account Bank means any bank or other financial institution with which any Charged Account is maintained from time to time;

Act means the Law of Property Act 1925;

Assigned Assets means the Security Assets expressed to be assigned pursuant to clause 4.3 (*Security assignments*);

Authorised Location means the location specified in Part 1 of Schedule 1 (*Details of Security Assets*)

Charged Accounts means the:

- (a) Collection Account; and
- (b) all other accounts charged by or pursuant to this Deed;

Charged Investments means the Charged Securities and all present and future Securities Related Rights accruing to all to any of the Charged Securities;

Charged Securities means:

- (a) the securities specified in Part 3 of Schedule 1 (*Details of Security Assets*); and
- (b) all other stocks, shares in any company incorporated in England and Wales, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in Part II of Schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed), now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee,

fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time;

Chargors means:

- (a) the Original Chargor; and
- (b) any other entity which accedes to this Deed pursuant to an Accession Deed;

Collection Account has the meaning given to that term in clause 11.7(a)(iii);

Debenture Security means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

Default Rate has the meaning given to it in the Master Facilities Agreement;

Delegate means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Funder or by a Receiver;

Event of Default means each "Event of Default" as defined in the Master Facilities Agreement;

Finance Documents has the meaning given to it in the Master Facilities Agreement;

Insurances means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest including, without limitation, the policies of insurance (if any) specified in Part 6 of Schedule 1 (*Details of Security Assets*), but excluding such policies of insurance to the extent that they relate to third party liabilities;

Material Contract means each agreement identified as a "*Material Contract*" in Part 5 of Schedule 1 (*Details of Security Assets*), or any Accession Deed

Master Facilities Agreement means the master facilities agreement (relating to the multi-currency asset based facilities) entered into on or around the date of this Deed and made between, amongst others, (1) the Funder, (2) the Parent and (3) the companies listed in Schedule 11 to it as Original Borrowers and the Original Guarantors;

Non-Vesting Receivables means any Receivables purportedly assigned by the Original UK Seller (as defined in the Master Facilities Agreement) to, or held in trust for, the Funder under the UK Plant & Machinery Facility but which are not for any reason validly assigned to, or subject to a duly, validly and completely constituted trust in favour of the Funder from time to time;

Non-Vesting Related Rights means any Related Rights purportedly assigned by the Original UK Seller (as defined in the Master Facilities Agreement) to, or held in trust for, ABN AMRO (as defined in the Master Facilities Agreement) under the Master Facilities Agreement but which are not for any reason validly assigned to, or subject to a duly, validly and completely constituted trust in favour of, ABN AMRO (as defined in the Master Facilities Agreement) from time to time;

Parent means Auctus 181. Beteiligungsgesellschaft mbH, with registered seat in Munich, whose office address at, Franziskanerstr. 14, 81669 Munich and registered with the commercial register of the local court of Munich under HRB 287036;

Party means a party to this Deed;

Plant & Machinery has the meaning given to "UK Plant & Machinery" in the Master Facilities Agreement (and shall include, without limitation, the Plant & Machinery specified in Part 2 of Schedule 1 (*Details of Security Assets*));

Premises means each Authorised Location and any other land and/or buildings where the Plant & Machinery may be in, on or situate from time to time and any part of such land or buildings;

Receivables means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever),

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Funder under this Deed;

Related Rights means, in relation to a Receivable, the benefit of all related rights, documents and remedies (including, without limitation, under negotiable or non-negotiable instruments, guarantees, indemnities, legal or equitable charges, reservation of proprietary rights, rights of tracing and liens) and all payments and proceeds representing or made in respect of the same;

Relevant Contract means:

- (a) each agreement for the maintenance, repair or upkeep of the Plant & Machinery and any guarantee, warranty or security for the performance of such agreement;
- (b) all contracts, guarantees, indemnities, appointments, warranties and other documents relating to the Plant & Machinery (and not otherwise set out in this definition) to which an Obligor is party, which are in its favour or of which it has the benefit; and
- (c) each Material Contract,

together with each other agreement supplementing or amending or novating or replacing the same;

Secured Obligations means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Chargor to the Funder (and including, for the avoidance of doubt, ABN AMRO Asset Based Finance N.V., UK Branch and ABN AMRO Asset Based Finance N.V., Niederlassung Deutschland) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

Securities Related Rights means, means in relation to any Charged Securities:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or on any asset referred to in paragraph (b) of this definition;
- (b) any purchase agreement; and
- (c) all rights, monies or property accruing or offered at any time in relation to such Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

Security Assets means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

Security Period means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Funder has no further commitment, obligation or liability to the Chargors, under or pursuant to the Finance Documents;

Share Charge means then charge over shares entered into on or around the date of this Deed, between (1) the Parent and (2) the Funder (as amended, varied, supplemented, extended, restated, novated and/or replaced from time to time);

Subsidiary means a subsidiary undertaking within the meaning of 1162 of the Companies Act 2006; and

Tax has the meaning given to it in the Master Facilities Agreement

1.2 Interpretation

Unless a contrary indication appears, in this Deed:

- (a) Until the end of the Security Period, the provisions of clause 1.2 (*Construction*) of Schedule 1 to the Master Facilities Agreement apply to this Deed as though they were set out in full in this Deed, except that references to "*this Agreement*" will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **Chargor**, the **Funder** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) **this Deed**, the **Master Facilities Agreement** any other **Finance Document** or any other agreement or instrument is a reference to this Deed, the Master Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Chargor or provides for further advances); and
 - (iii) **Secured Obligations** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Chargor.
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by such Chargor for the benefit of the Funder.
- (d) If the Funder reasonably considers that an amount paid by any Chargor under a Transaction Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (e) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Trust

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Funder are made, created and entered into in favour of the Funder from time to time on the terms of the Master Facilities Agreement.

1.5 Third party rights

Save as expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

2 Covenant to pay

2.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Funder that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of the Funder to which that Secured Obligation is due and payable in accordance with the relevant Transaction Document under which such sum is payable to the Funder, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

2.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest on a daily basis (both before and after judgment and payable on demand) at the Default Rate from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full.

3 Grant of security

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed (including for the avoidance of doubt pursuant to any Accession Deed), are created or made:

- (a) in favour of the Funder;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4 Fixed security

4.1 Legal mortgage

Each Chargor charges and agrees to charge by way of first legal mortgage all of its present and future right, title and interest in and to the Plant & Machinery.

4.2 Fixed charges

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest:

- (a) by way of first fixed charge all Plant & Machinery specified in 0 of Schedule 1 (Details of Security Assets);
- (b) by way of first fixed charge all equipment, plant, goods, or other tangible moveable property and machinery (not charged by clause 4.2(a)) and the benefit of all contracts, licences and warranties relating to the same;
- (c) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clauses 4.2(a) or 4.2(b)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge:
 - (i) the Charged Securities (if any) referred to in Part 3 of Schedule 1 (Details of Security Assets); and
 - (ii) all other Charged Securities (not charged by clause 4.2(d)(i)),

in each case, together with (A) all Securities Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

- (e) by way of first fixed charge:
 - (i) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and
 - (ii) all other accounts of such Chargor with any bank, financial institution or other person at any time (not charged by clause 4.2(d)(i)) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- (f) to the extent that any Assigned Asset is not effectively assigned under clause 4.3 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (g) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets;
 - (ii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it;
- (h) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor;
- (i) by way of first fixed charge, each Non-Vesting Receivable such that there is a separate fixed charge of each Non-Vesting Receivable referable to each Non-Vesting Receivable created;
- (j) by way of first fixed charge such Non-Vesting Related Rights, such that there is a separate fixed charge of Non-Vesting Related Rights referable to each Non-Vesting Receivable created

4.3 Security assignments

- (a) Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:
 - (i) the Relevant Contracts from time to time, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them (including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them);
 - (ii) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the use of any Secured Asset and all rights in connection with them;
 - (iii) all Insurances and all claims under the Insurances and all proceeds of the Insurances and returns of premiums in connection with any Insurance; and
 - (iv) all other Receivables and Related Rights (not assigned under clauses 4.3(a)(i) or 4.3(a)(iii)).
- (b) To the extent that any Assigned Asset described in clause 4.3(a)(iii) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances.

4.4 Notice of assignment and/or charge - immediate notice

each Chargor shall, immediately upon execution of this Deed:

- (a) in respect of each Material Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Material Contract, and to procure that each such party executes and delivers to the Funder an acknowledgement, in each case in the respective forms set out in Schedule 3 (Form of notice to and acknowledgement by party to Relevant Contract); and
- (b) in respect of its Charged Accounts deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Funder an acknowledgement, in each case in the respective forms set out in Schedule 2 (*Form of notice to and acknowledgement from Account Bank*),

or, in each case, in such other form as the Funder shall agree.

4.5 Notice of assignment – Relevant Contracts

each Chargor shall, immediately upon request by the Funder at any time after the occurrence of an Event of Default:

- (a) in respect of, each Relevant Contract (other than the Material Contracts), (to the extent that such Chargor is a party to the relevant document), deliver a duly completed notice of assignment to each other party to that document, and shall use its reasonable endeavours procure that each such party executes and delivers to the Funder an acknowledgement, in each case in the respective forms set out in Schedule 3 (*Form of notice to and acknowledgement by party to Relevant Contract*) (or in such other form as the Funder shall agree); and
- (b) in respect of each of its Insurances, deliver a duly completed notice of assignment to the provider of each such Insurance and shall use its reasonable endeavours to procure that each such person executes and delivers to the Funder an acknowledgement, in each case in the respective forms set out in Schedule 4 (*Form of notice to and acknowledgement by insurers*).

4.6 Assigned Assets

The Funder is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

5 Floating charge

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.2 (*Fixed charges*), clause 4.3 (*Security assignments*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

6 Conversion of floating charge

6.1 Conversion by notice

The Funder may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if:

- (a) an Event of Default has occurred; or
- (b) the Funder considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Small Companies

- (a) The floating charge created under this Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under Part 1 of the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation)) in respect of such Chargor.
- (b) Clause 6.2(a) does not apply to a floating charge created under this Deed which falls within any of the categories described in section A52(4) of the Insolvency Act 1986.

6.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Funder; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Funder receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

6.4 Scottish property

Clause 6.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

6.5 Partial conversion

The giving of a notice by the Funder pursuant to clause 6.1 (*Conversion by notice*) in relation to any asset or class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Funder to serve similar notices in respect of any other asset or class of assets or of any other right of the Funder.

7 Continuing security

7.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Funder may at any time hold for any Secured Obligation.

7.3 Right to enforce

This Deed may be enforced against each or any Chargor without the Funder first having recourse to any other right, remedy, guarantee or Security held by or available to it.

8 Liability of Chargors relating to Security Assets

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Funder is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

9 Accounts

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Account Bank or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Funder.

10 Representations

10.1 General

Each Chargor makes the representations and warranties set out in this clause 10 to the Funder.

10.2 Ownership of Security Assets

Each Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 1 (*Details of Security Assets*), except in respect of those Charged Securities (if any) which are stated to be held by a nominee for the Original Chargor, in which case the Original Chargor is the beneficial owner only of such Charged Securities.

10.3 Charged Securities

The Charged Securities listed in Part 3 of Schedule 1 (*Details of Security Assets*) are fully paid and constitute the entire share capital owned by the Original Chargor in the relevant company.

10.4 Good title and assets

Each Chargor has a good, valid and marketable title to, and all appropriate Authorisations to use, the Security Assets.

10.5 No Security Interests

No Security or Quasi-Security exists over all or any of the present or future Security Assets of any Chargor other than Permitted Security.

10.6 Ranking

The Debenture Security has or will have first ranking priority and is not subject to any prior ranking or *pari passu* ranking Security save for the floating charge granted by the Chargors in favour of the Funder on or about the date of this Deed.

10.7 Enforceable security

This Deed continues and will constitute the legal, valid and binding and enforceable obligations of the Chargors, and creates the security interests over the Security Assets which this Deed purports to create and those security interests are valid and effective.

10.8 No Fixing

None of the Plant & Machinery is or will be treated as being fixed to any Premises.

10.9 Time when Representations made

- (a) All the representations and warranties in this clause 10 are made by each Chargor on the date of this Deed and so deemed to be made by each Chargor throughout the Security Period; and
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date of the representation or warranty is deemed to be made.

11 Undertakings by the Chargors

11.1 Negative pledge and Disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Funder:

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by this Deed or a Permitted Security; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction).

11.2 Access

If an Event of Default has occurred or the Funder reasonably suspects an Event of Default may occur, each Chargor shall (a) permit the Funder and/or accountants or other professional advisers and contractors of the Funder free access to the Premises, assets, books, accounts and records of the relevant Chargor for the purposes of inspecting any Security Asset, locating and protecting any Security Asset and ascertaining the existence of any Relevant Contract and (b) meet and discuss matters with the Funder, its nominated advisers and contractors.

11.3 Security Assets generally

Each Chargor shall:

- (a) notify the Funder within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Funder):

- (i) immediately provide it with a copy of the same; and
 - (ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Funder may require or approve;
- (b) keep complete and accurate records of the use, operation, maintenance, servicing, repairs and replacements in relation to the Security Assets; and
- (c) not permit any of the Chattels to be removed from an Authorised Location when it is not in use or being serviced, maintained or repaired.

11.4 Plant & Machinery

- (a) Immediately on request by the Funder, each Chargor shall affix to any Plant & Machinery goods or other tangible moveable property, fixtures, fittings, computers, vehicles, office equipment, other equipment and other assets for the time being owned by it (in a prominent position) a durable notice of this Deed (in any form required by the Funder).
- (b) Each Chargor shall ensure that all Plant & Machinery located at an Authorised Location to the extent that the relevant Plant & Machinery is not in use or being serviced, maintained or repaired.
- (c) In addition to clauses 11.4(a) and 11.4(b) above, the provisions of Clause 6 of Schedule 4 (UK Plant & Machinery Facility) to the Master Facilities Agreement shall apply as if they were set out in full in this Deed.

11.5 Insurance

- (a) Each Chargor shall at all times comply with its obligations as to insurance contained in clause 7.25 (*Insurance*) of Schedule 1 (*Common Terms*) to the Master Facilities Agreement and clause 6.7 (*Insurance*) of Schedule 4 (*UK Plant & Machinery Facility*) to the Master Facilities Agreement.
- (b) If at any time any Chargor defaults in:
- (i) effecting or keeping up the insurances (A) required under the Master Facilities Agreement or (B) referred to in this clause; or
 - (ii) producing any insurance policy or receipt to the Funder within 5 days of demand,

the Funder may (without prejudice to its rights under clause 12 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Funder may reasonably think expedient. All monies which are expended by the Funder in doing so shall be deemed to be properly paid by the Funder and shall be reimbursed by such Chargor on demand.

- (c) Each Chargor shall, subject to the rights of the Funder under clause 11.5(d), diligently pursue its rights under the Insurances.
- (d) After the occurrence of an Event of Default the Funder shall have the sole right to settle or sue for any such claim and to give any discharge for insurance monies.
- (e) All claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord or tenant of any part of the Security Assets) be applied in accordance with the Master Facilities Agreement.

11.6 Relevant Contracts

Each Chargor shall:

- (a) not, except with the prior written consent of the Funder, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract;
- (b) duly perform its obligations under each Relevant Contract, notify the Funder of any material default by it or any other party under any Relevant Contract and not take any action which will reduce or impede recoveries in respect of any Relevant Contract;
- (c) provide to the Funder, as soon as practicable upon receipt, copies of all notices and information received by it from any other party to any Relevant Contract; and
- (d) procure the prompt observation and performance of the covenants and other obligations imposed on any other party to any Relevant Contract and enforce any rights the Chargor has under any Relevant Contract.

11.7 Dealings with and realisation of Receivables and Security Accounts

- (a) Each Chargor shall:
 - (i) without prejudice to clause 11.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Funder, sell, assign, charge, factor or discount or in any other manner deal with any Receivables save to the extent permitted by the Master Facilities Agreement;
 - (ii) collect all Receivables promptly in the ordinary course of trading as agent for Funder;
 - (iii) immediately upon receipt pay all monies which it receives in respect of the Receivables into:
 - (A) the account specified against its name in Part 3 of Schedule 1 (*Details of Security Assets*); or
 - (B) any other account held with an Account Bank¹ over which the Chargors have granted Security to the Funder pursuant to the terms of this Deed; or
 - (C) such specially designated account(s) with the Funder, or another Account Bank as the Funder may from time to time direct,(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a **Collection Account**); and
 - (iv) following the occurrence of an Event of Default and pending such payment, hold all monies so received upon trust for the Funder.
- (b) Following the occurrence of an Event of Default, each Chargor shall deal with the Receivables (both collected and uncollected), any Related Rights and the Collection Accounts in accordance with any directions given in writing from time to time by the

¹ DLAP note: Final details to be confirmed.

Funder and, in default of and subject to such directions, in accordance with this Deed and the Master Facilities Agreement.

- (c) Each Chargor shall deal with Non-Vesting Receivables (both collected and uncollected), and the Non-Vesting Related Rights in accordance with any directions given in writing from time to time by the Funder and, in default of and subject to such directions, in accordance with:
 - (i) in the case of the Chargor which is also the Original UK Seller and in respect of its Receivables and Non-Vesting Receivables, the Master Facilities Agreement; and
 - (ii) in any other case, this Deed.
- (d) The Chargor shall deliver to the Funder such information as to the amount and nature of its Non-Vesting Receivables as the Funder may from time to time reasonably require (taking into account the requirements of the Finance Documents).

11.8 Operation of Collection Accounts

- (a) After the occurrence of an Event of Default, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Funder and the Funder shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.
- (b) If the right of a Chargor to withdraw the proceeds of any Receivables standing to the credit of a Collection Account results in the charge over that Collection Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by any Chargor under this Deed on any of its outstanding Receivables.
- (c) Notwithstanding the foregoing, the Chargors may withdraw and are entitled to withdraw all or any part of the monies in the Collection Account without the prior written consent of the Funder in order to pay, perform and discharge its obligations under the Master Facilities Agreement and/or the other Finance Documents.

11.9 Charged Investments – protection of security

- (a) The Chargor shall, immediately upon execution of this Deed or an Accession Deed (as applicable) or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations:
 - (i) deposit with the Funder (or as the Funder may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Securities Related Rights; and
 - (ii) execute and deliver to the Funder:
 - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
 - (B) such other documents as the Funder shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Securities Related Rights (or to pass legal title to any purchaser).

- (b) The Chargor shall following the occurrence of an Event of Default which is continuing:
 - (i) promptly give notice to any custodian of any agreement with the Chargor in respect of any Charged Investment in the form required by the Funder; and
 - (ii) use its best endeavours to ensure that the custodian acknowledges that notice in the form required by the Funder.
- (c) The Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.
- (d) The Chargor shall not nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (e) Without limiting its obligations under clause 11.9(b), the Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company or otherwise relating to the Charged Investments and, if it fails to do so, the Funder may provide such information as it may have on behalf of the Chargor.

11.10 Rights of the Parties in respect of the Charged Investments

- (a) Unless an Event of Default is continuing, the Chargor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
 - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Securities Related Rights unless permitted by the Master Facilities Agreement;
 - (B) is prejudicial to the interests of the Funder
- (b) At any time following the occurrence of an Event of Default which is continuing, the Funder may complete the instrument(s) of transfer for all or any Charged Securities on behalf of the Chargor in favour of itself or such other person as it may select.
- (c) At any time when any Charged Securities are registered in the name of the Funder or its nominee, the Funder shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Securities are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Securities Related Rights in respect of or in substitution for, any such Charged Securities.

12 Power to remedy

12.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under this Deed, the Funder (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Funder and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default.

12.2 Mortgagee in possession

The exercise of the powers of the Funder under this clause 12 shall not render it, liable as a mortgagee in possession and no assignment effected pursuant to the terms of this Deed shall constitute the Funder as mortgagee in possession.

12.3 Monies expended

The relevant Chargor shall pay to the Funder on demand any monies which are expended by the Funder in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Funder (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

13 When security becomes enforceable

13.1 When enforceable

This Debenture Security shall become immediately enforceable upon:

- (a) the occurrence of an Event of Default;
- (b) if any Chargor breaches any of the material provisions of this Deed; or
- (c) any Chargor rescinds or purports to rescind or repudiate or evidence an intention to rescind or repudiate this Deed.

13.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default.

13.3 Enforcement

After this Debenture Security has become enforceable, the Funder may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

14 Enforcement of security

14.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

14.2 Powers of leasing

The statutory powers of leasing conferred on the Funder are extended so as to authorise the Funder to lease, make agreements for leases, accept surrenders of leases and grant options as the Funder may think fit and without the need to comply with section 99 or 100 of the Act.

14.3 Powers of Funder

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Funder may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- (b) The Funder is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.
- (c)
 - (i) Subject to clause 14.3(c)(ii), at any time after this Debenture Security has become enforceable, the Funder may (without further notice unless required by law) exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights (such voting and other powers and rights being, together, the **Voting Rights**) which may be exercised by the legal or beneficial owner of any Charged Investment, any person who is the holder of any Charged Investment or otherwise;
 - (ii) Where a notifiable acquisition under s6 of the National Security and Investment Act 2021 (the **NSI Act**) and/or any regulations made under the NSI Act would take place as a consequence of any exercise by the Funder of the Voting Rights, or as a consequence of the right to exercise those Voting Rights arising, the Funder shall not be entitled to exercise any of the Voting Rights unless and until the Secretary of State has approved that notifiable acquisition and then only to the extent that any such exercise of any of the Voting Rights by the Funder would not be, as a consequence of that exercise, a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act and/or those regulations.
 - (iii) The Chargor acknowledges that the Funder may:
 - (A) where clause 14.3(c)(ii) applies, give any mandatory notice which may be required under and in accordance with the NSI Act and/or any regulations made under it. The Chargor agrees that the Funder may instead direct the Chargor to give any such mandatory notice as the representative of the Funder within such time frame as the

Funder may (acting reasonably) require and within any relevant time limits set out in the NSI Act and/or any regulations made under it; and

- (B) if the Debenture Security has become enforceable but clause 14.3(c)(ii) does not apply, give a voluntary notice, in connection with the right to exercise the Voting Rights, under and in accordance with the NSI Act and/or any regulations made under it. The Chargor agrees that the Security Agent may instead direct the Chargor to give such voluntary notice as the representative of the Funder within such time frame as the Funder may (acting reasonably) require.

The Chargor shall notify the Funder within two Business Days of any correspondence received by it in connection with the relevant mandatory or voluntary notice.

14.4 Redemption of prior mortgages

- (a) At any time after the Debenture Security has become enforceable, the Funder may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.
- (b) All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Funder on demand.

14.5 Privileges

- (a) Each Receiver and the Funder is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Funder shall have the right after the Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 14.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Funder reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

14.6 No liability

- (a) Neither the Funder, nor any Receiver or Delegate shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its

or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).

- (b) Without prejudice to the generality of clause 14.6(a), neither the Funder, nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.7 Protection of third parties

No person (including a purchaser) dealing with the Funder, or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Funder or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Transaction Document; or
- (d) how any money paid to the Funder or to the Receiver is to be applied.

15 Receiver

15.1 Removal and replacement

The Funder may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Funder (or, failing such agreement, to be fixed by the Funder).

15.4 Payment by Receiver

Only monies actually paid by a Receiver to the Funder in relation to the Secured Obligations shall be capable of being applied by the Funder in discharge of the Secured Obligations.

15.5 Agent of Chargors

Any Receiver shall be the agent of the relevant Chargor in respect of which it is appointed. Each Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Funder shall incur no liability (either to each Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

16 Powers of Receiver

16.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Funder by clause 14.3 (*Powers of Funder*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in Schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - (i) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (ii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (f) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (g) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (h) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Funder shall direct);

- (i) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (j) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets;
- (k) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of any Chargor for any of the above purposes; and
- (l) to do all such other acts and things as he may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets.

17 Application of proceeds

17.1 Application

All monies received by the Funder or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in the following order:

- (a) **first**, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Funder, or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) **secondly**, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 17.3 (*Appropriation and suspense account*); and
- (c) **thirdly**, in payment of any surplus to any Chargor or other person entitled to it.

17.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Funder or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Funder may determine).

17.3 Appropriation and suspense account

- (a) Subject to clause 17.1 (*Application*), the Funder shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Funder under or in connection with this Deed may at the discretion of the Funder be credited to a separate interest-bearing suspense account for so long as the Funder determines (with interest accruing thereon

at such rate (if any) as the Funder may determine) without the Funder having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would be sufficient to discharge all Secured Obligations in full.

18 Set-off

18.1 Set-off rights

- (a) The Funder may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents in relation to ABN AMRO Asset Based Finance N.V., UK Branch or ABN AMRO Asset Based Finance N.V., Niederlassung Deutschland or which has been assigned to the Funder by any other Chargor) against any obligation (whether or not matured) owed by the Funder to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Funder may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Funder to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Funder may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Funder may set off in an amount estimated by it in good faith to be the amount of that obligation.

18.2 Time deposits

Without prejudice to clause 18.1 (Set-off rights), if any time deposit matures on any account which any Chargor has with the Funder at a time within the Security Period when:

- (a) this Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Funder in its absolute discretion considers appropriate unless the Funder otherwise agrees in writing.

19 Delegation

Each of the Funder and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Funder nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

20 Further assurances

- (a) Each Chargor shall (and the Parent shall procure that each Chargor shall) at its own expense, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Funder or a Receiver may reasonably specify (and in such form as the Funder or a Receiver

may reasonably require) in favour of the Funder, a Receiver or its nominees in order to:

- (i) perfect the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies exercisable by the Funder, or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to this Deed or by law; and/or
 - (ii) confer on the Funder or any Receiver Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (iii) facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture Security.
- (b) Each Chargor shall (and the Parent shall procure that each Chargor shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Funder by or pursuant to this Deed.
- (c) Without prejudice to the generality of clause 20(a), each Chargor will immediately upon request by the Funder execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*)).

21 Power of attorney

Each Chargor, by way of security, irrevocably and severally appoints the Funder, each Receiver and any Delegate to be its attorney to take any action upon the occurrence of an Event of Default or the Debenture Security has become enforceable which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22 Payments

22.1 Payments

Subject to clause 22.2 (Gross-up), all payments to be made by each Chargor in respect of this Deed shall be made:

- (a) in immediately available funds to the credit of such account as the Funder may designate; and
- (b) without (and free and clear of, and without any deduction for, on account of):
 - (i) any set-off claim or counterclaim; or
 - (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax.

22.2 Gross-up

If the Chargors are compelled by law to make any deduction or withholding from any sum payable under this Deed to the Funder, the sum payable by the relevant Chargor shall be

increased so as to result in the receipt by the Funder of a net amount equal to the full amount expressed to be payable under this Deed.

23 Currency conversion

All monies received or held by the Funder, or any Receiver under this Deed may be converted from their existing currency into such other currency as the Funder or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Funder's spot rate of exchange. Each Chargor shall indemnify the Funder against all costs, charges and expenses incurred in relation to such conversion. Neither the Funder nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

24 Changes to the parties

24.1 Chargors

No Chargor may assign any of its rights or obligations under this Deed.

24.2 Funder

The Funder may assign or transfer all or any part of its rights under this Deed, pursuant to the resignation or removal of the Funder in accordance with Clause 25 (*Changes to ABN AMRO*) of Schedule 1 (*Common Terms*) to the Master Facilities Agreement. Each Chargor shall, immediately upon being requested to do so by the Funder, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

24.3 Accession Deed

Each Chargor:

- (a) consents to new Subsidiaries of the Parent becoming Chargors as contemplated by the Finance Documents; and
- (b) irrevocably authorises the Parent to agree to and sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor

25 Miscellaneous

25.1 New accounts

- (a) If the Funder receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Funder will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

25.2 Tacking

- (a) The Funder shall perform its obligations under the Master Facilities Agreement (including any obligation to make available further advances).

- (b) This Deed secures advances already made and further advances to be made.

25.3 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by the Funder which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it)
- (b) Clauses 10.4 (*Waiver of Defences*), 10.5 (*Guarantor Intent*), 10.6 (*Immediate Recourse*), 10.7 (*Appropriations*) and 10.8 (*Deferral of Guarantors' Rights*) of the Master Facilities Agreement apply in relation to this Deed as if references to the obligations referred to in such clauses were references to the obligations of each Chargor under this Deed.

26 Notices

26.1 Master Facilities Agreement

Until the end of the Security Period and subject to clause 26.2 (*Notices through Parent*):

- (a) clause 22 (*Notices*) of Schedule 1 (*Common Terms*) to the Master Facilities Agreement is incorporated into this Deed as if fully set out in this Deed; and
- (b) the address, (as applicable) email address of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Master Facilities Agreement or this Deed.

26.2 Notices through Parent

- (a) All communications and documents from the Chargors shall be sent through the Parent and all communications and documents to the Chargors may be sent through the Parent.
- (b) Any communication or document made or delivered to the Parent in accordance with this clause 26 will be deemed to have been made or delivered to each of the Chargors.

27 Calculations and certificates

Any certificate of or determination by the Funder specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

28 Partial invalidity

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

29 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Funder, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

30 Amendments and waivers

Any provision of this Deed may be amended in writing by the Funder and the Chargors or the Parent acting on their behalf and each Chargor irrevocably appoints the Parent as its agent for the purpose of agreeing and executing any amendment on its behalf. Any breach of this Deed may be waived before or after it occurs only if the Funder so agrees in writing. A waiver given or consent granted by the Funder under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

31 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

32 Release

32.1 Release

Upon the expiry of the Security Period (but not otherwise) the Funder shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Debenture Security.

32.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Funder may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

33 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

34 Enforcement and Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 34 is for the benefit of the Funder only. As a result, the Funder shall not be prevented from taking proceedings relating to the Dispute in any other courts with

jurisdiction. To the extent allowed by law, the Funder may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by each Original Chargor as a deed and duly executed by the Funder and has been delivered on the first date specified on page 1 of this Deed.

Schedule 1 Details of Security Assets

Part 1 Authorised Locations

England and Wales
Teesside
Bramhall
Manchester
Hemel
Kingsbury
Titan
Birmingham
Stanlow
Purfleet
Killingholme
Hythe
Theale
Avonmouth
West London
Preston
Thames
Immingham
Fawley
Newport
Northampton
Plymouth
Thetford
Isle of Grain
Misterton
Coryton
Carnforth

Scotland

Grangemouth

Aberdeen

Belfast

Fordoun

Part 2 Plant & Machinery

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
VY56	2014	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	15003	VS9S0AEBN42019125	Teesside
VY57	2014	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	15004	VS9S0AEBN42019126	Teesside
VY54	2014	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	15001	VS9S0AEBN42019069	Bramhall
VY55	2014	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	15002	VS9S0AEBN42019070	Manchester
VY58	2014	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	15005	VS9S0AEBN42019145	Manchester
VY59	2014	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	15006	VS9S0AEBN42019146	Bramhall
VY60	2014	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	15007	VS9S0AEBN42019147	Grangemouth
VY61	2014	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	15008	VS9S0AEBN42019148	Grangemouth
VX17	2014	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	39120	VS9S0AEBN42019142	Hemel
VX10	2014	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39113	VS9S0AEBN42019137	Kingsbury
VV40	2014	COBO	Tandem Axle Fuel Tanker Trailer, With Pump	39039	VS9S0ADBN32019140	Titan
VV42	2014	COBO	Tandem Axle Fuel Tanker Trailer, Without Pump	39041	VS9S0ADBN32019142	Titan
VV41	2014	COBO	Tandem Axle Fuel Tanker Trailer, Without Pump	353941	VS9S0ADBN32019141	Birmingham
VV43	2014	COBO	Tandem Axle Fuel Tanker Trailer, Without Pump	353964	VS9S0ADBN32019143	Titan
VV44	2014	COBO	Tandem Axle Fuel Tanker Trailer, Without Pump	353965	VS9S0ADBN32019144	Birmingham
VV45	2014	COBO	Tandem Axle Fuel Tanker Trailer, Without Pump	353968	VS9S0ADBN32019145	Stanlow
VY63	2015	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	15010	VS9S0AFBN42019059	Aberdeen
VY62	2015	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	15009	VS9S0AEBN42019149	Grangemouth
VX34	2015	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	39125	VS9S0AFBN42019066	Kingsbury
VX35	2015	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	5726	VS9S0AFBN42019067	Teesside
VX36	2015	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	5727	VS9S0AFBN42019068	Grangemouth
VX37	2015	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	5728	VS9S0AFBN42019069	Grangemouth
VV98	2015	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	449102	VS9S0AFBN42019054	Purfleet
VX05	2015	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39108	VS9S0AFBN42019056	Hemel
VX07	2015	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	449110	VS9S0AFBN42019057	Manchester

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
VV99	2015	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	449103	VS9S0AFBN42019055	Manchester
VX15	2015	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39118	VS9S0AEBN42019150	Hemel
VX20	2015	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39123	VS9S0AEBN42019152	Kingsbury
VX12	2015	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	449115	VS9S0AFBN42019058	Hemel
V36A	2019	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	5914	VS9S0AKBN42019082	Titan
V37A	2019	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	5915	VS9S0AKBN42019083	Killingholme
V38A	2019	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	5911	VS9S0AKBN42019079	Teesside
V34A	2019	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	5912	VS9S0AKBN42019080	Manchester
V35A	2019	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	5913	VS9S0AKBN42019081	Grangemouth
V32A	2019	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	5910	VS9S0AKBN42019078	Purfleet
V77A	2020	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	39175	VS9S0ALBN42019145	Stanlow
V76A	2020	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	39174	VS9S0ALBN42019144	Teesside
V74A	2020	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	39172	VS9S0ALBN42019142	Stanlow
V75A	2020	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	39173	VS9S0ALBN42019143	Kingsbury
V52A	2020	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	39150	VS9S0ALBN42019114	Kingsbury
V53A	2020	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	39151	VS9S0ALBN42019115	Hythe
V54A	2020	COBO	Tri-Axle Fuel Tanker Trailer, With Pump	39152	VS9S0ALBN42019116	Hythe
V00B	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39198	VS9S0ALBN42019168	Kingsbury
V02B	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39144	VS9SOALBN42019170	Titan
V03B	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39145	VS9S0ALBN42019171	Titan
V04B	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39146	VS9S0ALBN42019172	Stanlow
V01B	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39199	VS9S0ALBN42019169	Killingholme
V05B	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39147	VS9S0ALBN42019173	Titan
V06B	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39148	VS9S0ALBN42019174	Titan
V07B	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39149	VS9S0ALBN42019175	Titan
V93A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39191	VS9S0ALBN42019161	Kingsbury
V99A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39197	VS9S0ALBN42019167	Kingsbury

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
V94A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39192	VS9S0ALBN42019162	Stanlow
V95A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39193	VS9S0ALBN42019163	Titan
V96A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39194	VS9S0ALBN42019164	Bramhall
V97A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39195	VS9S0ALBN42019165	Stanlow
V98A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39196	VS9S0ALBN42019166	Killingholme
V86A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39184	VS9S0ALBN42019154	Killingholme
V84A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39182	VS9S0ALBN42019152	Titan
V85A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39183	VS9S0ALBN42019153	Titan
V87A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39185	VS9S0ALBN42019155	Stanlow
V90A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39188	VS9S0ALBN42019158	Titan
V89A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39187	VS9S0ALBN42019157	Theale
V91A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39189	VS9S0ALBN42019159	Killingholme
V92A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39190	VS9S0ALBN42019160	Killingholme
V79A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39177	VS9S0ALBN42019147	Killingholme
V81A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39179	VS9S0ALBN42019149	Killingholme
V80A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39178	VS9S0ALBN42019148	Titan
V82A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39180	VS9S0ALBN42019150	Titan
V78A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39176	VS9S0ALBN42019146	Birmingham
V83A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39181	VS9S0ALBN42019151	Titan
V66A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39164	VS9S0ALBN42019128	Stanlow
V73A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39171	VS9S0ALBN42019135	Titan
V70A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39168	VS9S0ALBN42019132	Theale
V72A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39170	VS9S0ALBN42019134	Stanlow
V71A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39169	VS9S0ALBN42019133	Teesside
V67A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39165	VS9S0ALBN42019129	Killingholme
V68A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39166	VS9S0ALBN42019130	Kingsbury
V69A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39167	VS9S0ALBN42019131	Kingsbury

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
V57A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39155	VS9S0ALBN42019119	Hythe
V58A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39156	VS9S0ALBN42019120	Theale
V59A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39157	VS9S0ALBN42019121	Hythe
V60A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39158	VS9S0ALBN42019122	Hythe
V61A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39159	VS9S0ALBN42019123	Stanlow
V62A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39160	VS9S0ALBN42019124	Kingsbury
V63A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39161	VS9S0ALBN42019125	Kingsbury
V64A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39162	VS9S0ALBN42019126	Kingsbury
V65A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39163	VS9S0ALBN42019127	Birmingham
V55A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39153	VS9S0ALBN42019117	Hythe
V56A	2020	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39154	VS9S0ALBN42019118	Hythe
V21D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39230	VS9S0ANBN40019173	Avonmouth
V17D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39226	VS9S0ANBN40019169	Hemel
V18D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39227	VS9S0ANBN40019170	Hemel
V19D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39228	VS9S0ANBN40019171	West London
V22D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39231	VD9S0ANBN40019174	Hemel
V24D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39233	VS9S0ANBN40019176	Hythe
V25D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39234	VS9S0ANBN40019177	Manchester
V26D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39235	VS9S0ANBN40019178	Grangemouth
V23D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39232	VS9S0ANBN40019175	Kingsbury
V11D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39220	VA9S0ANBN40019163	Hemel
V12D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39221	VS9S0ANBN40019164	Purfleet
V13D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39222	VS9S0ANBN40019165	Hythe
V14D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39223	VS9S0ANBN40019166	Titan
V15D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39224	VS9S0ANBN40019167	Stanlow
V16D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39225	VS9S0ANBN40019168	Hemel
V20D	2022	COBO	Tri-Axle Fuel Tanker Trailer, Without Pump	39229	VS9S0ANBN40019172	Hemel

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
V28D	2023	COBO	Tri-Axle Aviation Tanker Trailer, With Pump	23002	VS9S0APBN42019131	West London
V31D	2023	COBO	Tri-Axle Aviation Tanker Trailer, With Pump	23005	VS9S0APBN42019134	Avonmouth
V29D	2023	COBO	Tri-Axle Aviation Tanker Trailer, With Pump	23003	VS9S0APBN42019132	Kingsbury
V30D	2023	COBO	Tri-Axle Aviation Tanker Trailer, With Pump	23004	VS9A0APBN42019133	Grangemoufth
V27D	2023	COBO	Tri-Axle Aviation Tanker Trailer, With Pump	23001	VS9S0APBN42019130	Stanlow
VV09	2014	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB009	SA9STP011EB128394	Purfleet
VV06	2014	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB006	SA9STP011EB128391	Preston
VV05	2014	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB005	SA9STP011EB128390	Purfleet
VV07	2014	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB007	SA9STP011EB128392	Preston
VV08	2014	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB008	SA9STP011EB128393	Preston
VY23	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T268	SA9STP021FB128720	Preston
VY24	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T269	SA9STP021FB128721	Preston
VY22	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T267	SA9STP021FB128719	Thames
VY19	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T264	SA9STP021FB128713	Immingham
VY21	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T266	SA9STP021FB128715	Immingham
VY20	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T265	SA9STP021FB128714	Preston
VX27	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T263	SA9STP054FS128605	Purfleet
VX24	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T260	SA9STP054FS128602	Preston
VX26	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T262	SA9STP054FS128604	Preston

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
VX25	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T261	SA9STP054FS128603	Thames
VX23	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T259	SA9STP020FB128872	Purfleet
VX22	2015	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T258	SA9STP020FB128871	Preston
VZ85	2016	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	HT273	SA9STP100GB128066	Preston
VZ86	2016	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	HT274	SA9STP100GB128067	Preston
VZ87	2016	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	HT275	SA9STP100GB128068	Preston
VZ92	2016	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T280	SA9STP101GB128072	Preston
VZ89	2016	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T277	SA9STP101GB128069	Preston
VZ88	2016	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T276	SA9STP101GB128068	Preston
VY30	2016	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB040	SA9STP100GB128065	Preston
VY31	2016	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T270	SA9STP100GB128063	Purfleet
VY32	2016	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T271	SA9STP100GB128064	Purfleet
VZ94	2017	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	HT282	SA9STP101HB128064	Preston
VZ95	2017	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	HT283	SA9STP101HB128065	Preston
VZ96	2017	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	HT284	SA9STP101HB128066	Preston
VZ93	2017	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T281	SA9STP101GB128073	Preston
VZ91	2017	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T279	SA9STP101GB128071	Preston
VZ90	2017	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	T278	SA9STP101GB128070	Preston

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
V25A	2019	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB063	SA9STP103KB128284	Thames
V26A	2019	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB064	SA9STP103KB128285	Thames
V27A	2019	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB065	SA9STP103KB128286	Thames
V24A	2019	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB062	SA9STP103KB128283	Thames
V23A	2019	CROSSLAND	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB061	SA9STP103KB128282	Thames
V00D	2021	GOFA	UNKNOWN LPG Tanker Trailer, UNKNOWN	HY005	W09SA3G15MGG10551	Fawley
V98C	2021	GOFA	UNKNOWN LPG Tanker Trailer, UNKNOWN	HY003	W09SA3G15MGG10549	Fawley
V99C	2021	GOFA	UNKNOWN LPG Tanker Trailer, UNKNOWN	HY004	W09SA3G15MGG10550	Fawley
V97C	2021	GOFA	UNKNOWN LPG Tanker Trailer, UNKNOWN	HY002	W09SA3G15MGG10548	Fawley
VY18	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5850	AC9FT4501FBCV1168	Birmingham
VY17	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5851	AC9FT4501FBCV1169	Birmingham
VY08	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5841	AC9FT4501FBCV1159	Purfleet
VY12	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5845	AC9FT4501FBCV1163	Teesside
VY16	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5849	AC9FT4501FBCV1167	Hythe
VY09	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5842	AC9FT4501FBCV1160	Birmingham
VY10	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5843	AC9FT4501FBCV1161	Birmingham
VY06	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5839	AC9FT4501FBCV1157	Avonmouth
VY15	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5848	AC9FT4501FBCV1166	Grangemouth
VY13	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5846	AC9FT4501FBCV1164	Purfleet
VY05	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5838	AC9FT4501FBCV1156	Purfleet
VY07	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5840	AC9FT4501FBCV1158	Hythe
VY11	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	5844	AC9FT4501FBCV1145	Stanlow
VY01	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5835	AC9FT4501FBCV1153	West London
VY02	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5836	AC9FT4501FBCV1154	Birmingham

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
VY03	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5837	AC9FT4501FBCV1155	Birmingham
VX90	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	5853	AC9FT4501FBCV1141	Purfleet
VX95	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	5852	AC9FT4501FBCV1146	Purfleet
VX99	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	5833	AC9FT4501FBCV1150	Purfleet
VX97	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	5856	AC9FT4501FBCV1148	Purfleet
VX91	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	5830	AC9FT4501FBCV1142	Stanlow
VX94	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	39937	AC9FT4501FBCV1162	Stanlow
VX96	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	447705	AC9FT4501FBCV1147	West London
VX98	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	447706	AC9FT4501FBCV1149	West London
VX92	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	447703	AC9FT4501FBCV1143	West London
VX93	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	447704	AC9FT4501FBCV1144	Immingham
VX70	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	39935	AC9FT4501FACV1975	Purfleet
VX74	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5855	AC9FT4501FACV1979	Grangemouth
VX88	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	447700	AC9FT4501FACV1993	Hythe
VX89	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	447701	AC9FT4501FACV1994	Hythe
VX62	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5732	AC9FT4501FACV1967	Birmingham
VX64	2015	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	443979	AC9FT4501FACV1969	Manchester
VX63	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	5822	AC9FT4501FACV1968	Birmingham
VX78	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	39926	AC9FT4501FACV1983	Hemel
VX69	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	5730	AC9FT4501FACV1974	Hemel
VX66	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	5824	AC9FT4501FACV1971	Hemel
VX68	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	5825	AC9FT4501FACV1973	Birmingham
VX81	2015	GRW	Tri-Axle Aviation Tanker Trailer, With Pump	43853	AC9FT4501FACV1986	Grangemouth
VX80	2015	GRW	Tri-Axle Aviation Tanker Trailer, With Pump	43852	AC9FT4501FACV1985	Grangemouth
VX54	2015	GRW	Tri-Axle Aviation Tanker Trailer, With Pump	43851	AC9FT4502FACV1949	Stanlow
VX82	2015	GRW	Tri-Axle Aviation Tanker Trailer, With Pump	43854	AC9FT4501FACV1987	Grangemouth
VX47	2015	GRW	Tri-Axle Fuel Tanker Trailer, Without Pump	39906	AC9FT4501FACV1955	Hemel

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
VX53	2015	GRW	Tri-Axle Aviation Tanker Trailer, Without Pump	43850	AC9FT4502FACV1948	Stanlow
VX52	2015	GRW	Tri-Axle Aviation Tanker Trailer, Without Pump	5820	AC9FT4502FACV1947	Stanlow
VY14	2016	GRW	Tri-Axle Fuel Tanker Trailer, With Pump	5847	AC9FT4501FBCV1165	Birmingham
VX28	2015	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB020	WKVDAN50300064151	Newport
VX29	2015	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB021	WKVDAN50300063964	Newport
VX30	2015	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB022	WKVDAN50300063665	Newport
VX31	2015	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB023	WKVDAN50300064113	Thames
VX32	2015	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB024	WKVDAN50300063900	Thames
VX33	2015	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB025	WKVDAN50300064210	Thames
VY47	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB046	WKVDAN50300074636	Thames
VZ84	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB054	WKVDAN50300074689	Thames
VZ83	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB053	WKVDAN50300074687	Thames
VZ82	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB052	WKVDAN50300074082	Thames
VZ81	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB051	WKVDAN50300074690	Preston
VY51	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB050	WKVDAN50300073982	Newport
VY49	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB048	WKVDAN50300074688	Newport
VY50	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB049	WKVDAN50300074099	Newport
VY44	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB043	WKVDAN50300073842	Thames
VY46	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB045	WKVDAN50300074588	Newport
VY28	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB029	WKVDAN50300072512	Immingham
VY42	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB041	WKVDAN50300073874	Newport
VY48	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB047	WKVDAN50300074666	Newport
VY45	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB044	WKVDAN50300073957	Newport
VY43	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB042	WKVDAN50300074024	Newport
VY38	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB036	WKVDAN50300073011	Preston
VY34	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB032	WKVDAN50300072462	Preston
VY37	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB035	WKVDAN50300072562	Preston

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
VY33	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB031	WKVDAN50300072235	Immingham
VY25	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB026	WKVDAN50300072118	Immingham
VY41	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB039	WKVDAN50300073028	Preston
VY27	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB028	WKVDAN50300072152	Preston
VY36	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB034	WKVDAN50300072914	Preston
VY40	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB038	WKVDAN50300072936	Preston
VY39	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB037	WKVDAN50300072965	Preston
VY35	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB033	WKVDAN50300072556	Preston
VY29	2016	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB030	WKVDAN50300072870	Immingham
V12A	2018	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB055	WKVDAN50300091066	Thames
V15A	2018	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB058	WKVDAN50300091033	Newport
V16A	2018	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB059	WKVDAN50300091497	Thames
V17A	2018	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB060	WKVDAN50300091545	Newport
V13A	2018	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB056	WKVDAN50300090771	Thames
V14A	2018	Kassbohrer	Tri-Axle Bitumen Tanker Trailer, Without Pump	PLB057	WKVDAN50300090772	Thames
V57B	2015	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	443918	YB4103003FL050218	Killingholme
V58B	2015	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	443919	YB4103003FL050219	Bramhall
V55B	2015	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	443916	YB4103003FL050216	Grangemouth
V56B	2015	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	443917	YB4103003FL050217	Hemel
V22A	2018	LAG	Tri-Axle Aviation Tanker Trailer, With Pump	18007	YB4103003JL056459	Avonmouth
V21A	2018	LAG	Tri-Axle Aviation Tanker Trailer, Without Pump	441808	YB4103003JL056463	Titan
V19A	2018	LAG	Tri-Axle Aviation Tanker Trailer, Without Pump	441806	YB4103003JL056461	Kingsbury
V20A	2018	LAG	Tri-Axle Aviation Tanker Trailer, Without Pump	441807	YB4103003JL056462	Stanlow
V51A	2019	LAG	Tri-Axle Aviation Tanker Trailer, With Pump	441810	YB4103003KL058928	Avonmouth
V49B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	449310	YB4103003LL060093	Avonmouth
V51B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	449312	YB4103003LL060092	Avonmouth
V54B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	449315	YB4103003LL060090	Grangemouth

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
V50B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	449311	YB4103003LL060089	Avonmouth
V53B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	449314	YB4103003LL060091	Hemel
V52B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	449313	YB4103003LL060088	Avonmouth
V44B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	39306	YB4103003LL060647	Stanlow
V46B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	39308	YB4103003LL060649	Titan
V47B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	39309	YB4103003LL060650	Teesside
V40B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	39302	YB4103003LL060643	Teesside
V42B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	39304	YB4103003LL060645	Stanlow
V41B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	39303	YB4103003LL060644	Killingholme
V43B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	39305	YB4103003LL060646	Killingholme
V45B	2020	LAG	Tri-Axle Fuel Tanker Trailer, With Pump	39307	YB4103003LL060648	Killingholme
V39B	2020	LAG	Tri-Axle Fuel Tanker Trailer, Without Pump	39301	YB4103003LL060642	Bramhall
V38B	2020	LAG	Tri-Axle Fuel Tanker Trailer, Without Pump	39300	YB4103003LL060641	Killingholme
VV88	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39073	SA91725TPEL249132	Teesside
VV85	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39070	SA91722TPEL249124	Kingsbury
VV89	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39074	SA91726TPEL249134	Bramhall
VV83	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39068	SA91705TPEL249116	Purfleet
VV84	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39069	SA91706TPEL249117	Purfleet
VV77	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39062	SA91699TPEL249106	Kingsbury
VV75	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39060	SA91697TPEL249104	Kingsbury
VV76	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39061	SA91698TPEL249105	Purfleet
VV65	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39050	SA91687TPEL249082	West London
VV67	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	9052	SA91690TPEL249092	Kingsbury
VV64	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	449049	SA91686TPEL249081	Hemel
VV70	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39055	SA91716TPEL249095	Kingsbury
VV72	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39057	SA91719TPEL249098	Killingholme
VV68	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	449053	SA91691TPEL249093	Purfleet

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
VV61	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39046	SA91685TPEL249071	Plymouth
VV66	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39051	SA91689TPEL249088	Kingsbury
VV62	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5854	SA91713TPEL249079	Avonmouth
VV69	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39054	SA9162TPEB249094	Kingsbury
VV63	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39048	SA91715TPEL249080	West London
VV60	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39045	SA81684TPEL249070	West London
VV58	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39043	SA91680TPEL249067	Purfleet
VV59	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39044	SA91682TPEL249068	Northampton
VV56	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5720	SA91678TPEL249063	Manchester
VV57	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	445729	SA91679TPEL249064	Hemel
VV55	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5719	SA91648TPEL249062	Purfleet
VV54	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5718	SA91647TPEL249061	Birmingham
VV53	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5717	SA91731TPEL249060	Immingham
VV50	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5714	SA91675TPEL249040	Plymouth
VV51	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	445715	SA91656TPEL249041	Purfleet
VV52	2014	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5716	SA91646TPEL249048	West London
V60B	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	449220	SA91780TPFB249043	Birmingham
V59B	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	449221	SA91774TPFB249031	Killingholme
VY79	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	15026	SA91801TPFL249080	Morley
VY77	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	15024	SA91799TPFL249078	Hythe
VY78	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	15025	SA91800TPFL249079	Hemel
VY69	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	15016	SA91791TPFL249053	Grangemouth
VY70	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	15017	SA91792TPFL249054	Grangemouth
VY71	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	15018	SA91793TPFL249055	Belfast
VY72	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	15019	SA91794TPFL249056	Grangemouth
VY64	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	15011	SA91787TPFL249042	Belfast
VY65	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	15012	SA91788TPFL249047	Killingholme

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
VY66	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	15013	SA91787TPFL249046	Killingholme
VY67	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	15014	SA91789TPFL249048	Killingholme
VY68	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	15015	SA91790TPFL249050	Belfast
VY73	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	15020	SA91795TPFB249057	Hythe
VY74	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	15021	SA91796TPFB249059	Hythe
VY75	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	15022	SA91797TPFL249060	Hythe
VY76	2015	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	15023	SA91798TPFB249067	Hythe
VZ09	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16056	SA91897TPGL249068	Hemel
VZ15	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16062	SA91898TPGL249065	Hemel
VZ16	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16063	SA91899TPGL249071	Hemel
VZ17	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16064	SA91900TPGL249072	Hythe
VZ19	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	16066	SA91902TPGL249074	Killingholme
VZ18	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	16065	SA91901TPGL249073	Bramhall
VZ23	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16070	SA91906TPGB249083	Killingholme
VZ27	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16074	SA91910TPGL249087	Hemel
VZ28	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16075	SA91911TPGB249088	Manchester
VZ29	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16076	SA91912TPGL249091	Hemel
VZ26	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	16073	SA91908TPGL249086	Plymouth
VZ10	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16057	SA91888TPGL249043	Hemel
VZ11	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16058	SA91895TPGL249048	Northampton
VZ22	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16069	SA91904TPGB249082	Killingholme
VZ20	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16067	SA91903TPGL249080	Hemel
VZ21	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16068	SA91905TPGL249081	Hemel
VZ25	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16072	SA91907TPGB249084	Plymouth
VZ24	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	16071	SA91909TPGL249085	Manchester
VZ08	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16055	SA91893TPGB249044	West London
VZ14	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	16061	SA91896TPGL249064	Hemel

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
VZ13	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	16060	SA91894TPGL249053	Manchester
VZ12	2016	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	16059	SA91887TPGL249052	Bramhall
V01A	2018	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	18001	SA92132TPJB249021	Thetford
V03A	2018	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	18003	SA92141TPJB249029	Kingsbury
V02A	2018	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	18002	SA92140TPJL249028	Isle of Grain
V04A	2018	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	18004	SA92131TPJB249030	Stanlow
V05A	2018	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	18005	SA92130TPJL249020	Isle of Grain
V06A	2018	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	18006	SA92142TPJB249034	Avonmouth
V08A	2018	LAKELAND	Tri-Axle Aviation Tanker Trailer, Without Pump	441801	SA92151TPJB249035	Kingsbury
V09A	2018	LAKELAND	Tri-Axle Aviation Tanker Trailer, Without Pump	441802	SA92152TPJB249041	Kingsbury
V10A	2018	LAKELAND	Tri-Axle Aviation Tanker Trailer, Without Pump	441803	SA92150TPJB249043	Titan
V11A	2018	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	441804	SA92153TPJB249044	Grangemouth
V47A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	447707	SA92295TPKL249099	Titan
V48A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	447708	SA92296TPLK249100	Titan
V45A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5932	SA92294TPKL249091	Avonmouth
V49A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	447709	SA92297TPKL249109	Birmingham
V46A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5933	SA92287TPKL249075	Avonmouth
V44A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5931	SA92292TPKL249083	Avonmouth
V42A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5938	SA92291TPKB249089	Avonmouth
V43A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5930	SA92293TPKB249090	Avonmouth
V38A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5934	SA92286TPKL249073	Avonmouth
V40A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5936	SA92289TPKL249077	Titan
V41A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5937	SA92290TPKB249088	Titan
V39A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	5935	SA92288TPKL249076	Kingsbury
V28A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	64401	SA92236TPKB249025	Hythe
V29A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	64402	SA92235TPKL249006	Bramhall
V30A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	64403	SA92237TPKL249007	Hythe

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
V31A	2019	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	64404	SA92238TPKB249026	Hythe
V24B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39206	SA92426TPLB249116	Stanlow
V26B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39208	SA92428TPLB249118	Titan
V27B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39209	SA92429TPLB249119	Titan
V23B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39205	SA92425TPLB249115	Kingsbury
V25B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39207	SA92427TPLB249117	Titan
V30B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39212	SA92432TPLB249146	Titan
V31B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39213	SA92433TPLB249148	Purfleet
V34B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39216	SA92506TPMB249034	Stanlow
V36B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39218	SA92438TPLB249154	Purfleet
V37B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39219	SA92439TPLB249155	Purfleet
V32B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39214	SA92434TPLB249149	West London
V33B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39215	SA92435TPLB249147	West London
V35B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39217	SA92437TPLB249152	Manchester
V10B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39202	SA92422TPLB249092	Grangemouth
V08B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39200	SA92420TPLB249082	Kingsbury
V09B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, With Pump	39201	SA92421TPLB249083	Kingsbury
V28B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39210	SA92430TPLB249120	Titan
V29B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39211	SA92431TPLB249122	Grangemouth
V19B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39081	SA92446TPLB249100	Kingsbury
V20B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39082	SA92447TPLB249101	Kingsbury
V21B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39083	SA92448TPLB249112	Kingsbury
V22B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39084	SA92449TPLB249113	West London
V16B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39078	SA92442TPLB249097	Titan
V17B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39079	SA92442TPLB249098	Titan
V18B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39080	SA92445TPLB249099	Titan
V15B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39077	SA92442TPLB249096	Birmingham

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
V13B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39075	SA92440TPLB249094	Kingsbury
V14B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39076	SA92441TPLB249095	Kingsbury
V11B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39203	SA92423TPLB249093	Titan
V12B	2020	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	39204	SA92424TPLB249114	Kingsbury
V50A	2020	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	441809	SA82327TPKB249157	Grangemouth
V09D	2022	LAKELAND	Tri-Axle Fuel Tanker Trailer, Without Pump	4500	SA92684TPNB249174	Titan
V05D	2022	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	18010	SA92685TPNB249175	Stanlow
V06D	2022	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	18011	SA92686TPNB249176	Avonmouth
V07D	2022	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	18012	SA92687TPNB249177	Avonmouth
V08D	2022	LAKELAND	Tri-Axle Aviation Tanker Trailer, With Pump	18013	SA92688TPNB249178	Misterton
VY04	2015	SCHRADER	Tri-Axle Fuel Tanker Trailer, With Pump	5829	W09SM1338F2S82901	Hythe
V32D	2023	COBO	Tri-Axle Aviation Tanker Trailer, With Pump	23006	VS9S0APBN4201935	Misterton
V33D	2023	COBO	Tri-Axle Aviation Tanker Trailer, With Pump	23007	VS9S0APBN4201936	Avonmouth
V34D	2023	COBO	Tri-Axle Aviation Tanker Trailer, Without Pump	23008	VS9S0APBN4201937	Misterton
V35D	2023	COBO	Tri-Axle Aviation Tanker Trailer, Without Pump	23009	VS9S0APBN4201938	Titan
V36D	2023	COBO	Tri-Axle Aviation Tanker Trailer, Without Pump	23010	VS9S0APBN4201939	West London
T10D	2018	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG18OPJ	WMA24SZZ3JP106478	Newport
T11D	2018	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG18OPK	WMA24SZZ0JP106499	Fordoun
T12D	2018	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG18OPL	WMA24SZZXJP106512	Thames
T13D	2018	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG18OPM	WMA24SZZ8JP106556	Newport
T14D	2018	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG18OPN	WMA24SZZ3JP106531	Thames
T15D	2018	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG18OPO	WMA24SZZ1JP106639	Thames
T16D	2018	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG18OPP	WMA24SZZ6JP106653	Thames
T17D	2018	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG18OPR	WMA24SZZXJP106770	Thames
T20D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DE18MHY	WMA24SZZ5JP107275	Titan
T21D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DE18MHZ	WMA24SZZ5JP107244	Titan
T26D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DG18UNY	WMA24SZZ8JP107254	Birmingham

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
T27D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DG18UNL	WMA24SZZ5JP107101	Teesside
T28D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DG18UNE	WMA24SZZ9JP107005	Belfast
T29D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DG18UNH	WMA24SZZ7JP107052	Kingsbury
T30D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DG18UNJ	WMA24SZZXJP107076	Kingsbury
T31D	2018	MAN	TGX 6x2 Tractor, With Hydrapak	DG18OPZ	WMA24SZZ7JP106788	Teesside
T32D	2018	MAN	TGX 6x2 Tractor, With Hydrapak	DG18ORA	WMA24SZZ6JP106796	Kingsbury
T33D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORC	WMA24SZZ3JP106853	Hythe
T34D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORF	WMA24SZZ1JP106804	Hythe
T35D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORH	WMA24SZZ0JP106812	Birmingham
T36D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORJ	WMA24SZZXJP106820	Birmingham
T37D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORN	WMA24SZZ8JP106864	Birmingham
T38D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORT	WMA24SZZ6JP106930	Hythe
T39D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORU	WMA24SZZ0JP106938	Hythe
T40D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORO	WMA24SZZ7JP106872	Bramhall
T41D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORP	WMA24SZZXJP106879	Birmingham
T42D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORS	WMA24SZZ9JP106887	Birmingham
T43D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORV	WMA24SZZ2JP106911	Isle of Grain
T44D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORW	WMA24SZZ8JP106945	Hythe
T45D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18ORX	WMA24SZZ0JP106955	Belfast
T50D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DE18MHV	WMA24SZZ0JP107202	Hemel
T51D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DE18MJX	WMA24SZZ1JP106723	Immingham
T59D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DG18UNS	WMA24DZZ3JP106982	Birmingham
T60D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DG18UNX	WMA24SZZXJP107188	Birmingham
T62D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DG18UNV	WMA24SZZ4JP106991	Birmingham
T63D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18OPS	WMA24SZZ1JP106463	Isle of Grain
T64D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18OPU	WMA24SZZ2JP106763	Kingsbury
T65D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18OPV	WMA24SZZ2JP106780	Hemel

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
T66D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18OPW	WMA24SZZ2JP106665	Stanlow
T67D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18OPX	WMA24SZZ9JP106677	Plymouth
T68D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DG18OPY	WMA24SZZ2JP106715	Teesside
T69D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DA18GVR	WMA24SZZ9JP109983	Avonmouth
T70C	2017	MAN	6x2 Tractor, With Hydrapak & Compressor	DA66NJZ	WMA24SZZ0HP085826	Carnforth
T70D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DA18GVT	WMA24SZZ0JP110021	Avonmouth
T71C	2017	MAN	6x2 Tractor, With Hydrapak & Compressor	DA66NKC	WMA24SZZ8HP086027	Purfleet
T71D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DA18GVU	WMA24SZZ8JP109926	Avonmouth
T72C	2017	MAN	6x2 Tractor, With Hydrapak & Compressor	DA66NKD	WMA24SZZ3HP085867	Thames
T72D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DK18WHZ	WMA24SZZ4JP111687	Hemel
T73C	2017	MAN	6x2 Tractor, With Hydrapak & Compressor	DA66NKE	WMA24SZZ0HP085860	Thames
T73D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DK18WJA	WMA24SZZ3JP111700	Birmingham
T74C	2017	MAN	6x2 Tractor, With Hydrapak & Compressor	DA66NKF	WMA24SZZ1HP085849	Purfleet
T74D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DK18WJC	WMA24SZZ8JP111711	Hythe
T75C	2017	MAN	6x2 Tractor, With Hydrapak & Compressor	DA66NKG	WMA24SZZXHP085834	Thames
T76D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DK18WJE	WMA24SZZ5JP111598	Plymouth
T77D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DK18WJF	WMA24SZZ3JP111731	Birmingham
T78D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DK18WJG	WMA24SZZ2JP111798	Hythe
T79D	2018	MAN	TGS 6x2 Tractor, With Hydrapak	DK18WJJ	WMA24SZZ1JP111808	Teesside
T80D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DK18WJL	WMA24SZZXJP111645	Hemel
T82D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DK18WJN	WMA24SZZ4JP111740	Killingholme
T88D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DK68VWS	WMA24SZZ9JP111619	Stanlow
T91D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DK68VWV	WMA24SZZ1JP111632	Kingsbury
T93D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DK68VWX	WMA24SZZ0KP113812	Hemel
T95D	2018	MAN	TGS 6x2 Tractor, Without Hydrapak	DK68VXA	WMA24SZZ4KP113778	Kingsbury
V49D	2023	LAKELAND	Tri-Axle Trailer, Non Pump	0	-	Stanlow
V50D	2023	LAKELAND	Tri-Axle Trailer, Non Pump	0	-	Purfleet

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
V51D	2023	LAKELAND	Tri-Axle Trailer, Non Pump	0	-	Titan
V53D	2023	LAKELAND	Tri-Axle Trailer, Non Pump	0	-	Kingsbury
V56D	2023	LAKELAND	Tri-Axle Trailer, Non Pump	0	-	Hythe
V57D	2023	LAKELAND	Tri-Axle Trailer, Non Pump	0	-	West London
V54D	2023	COBO	Tri-Axle Trailer, Non Pump	0	-	Grangemouth
V60D	2023	COBO	Tri-Axle Trailer, Non Pump	0	-	Misterton
V61D	2023	COBO	Tri-Axle Trailer, Non Pump	0	-	Immingham
V62D	2023	COBO	Tri-Axle Trailer, Non Pump	0	-	West London
V63D	2023	COBO	Tri-Axle Trailer, Non Pump	0	-	West London
V64D	2023	COBO	Tri-Axle Trailer, Non Pump	0	-	Immingham
V65D	2023	COBO	Tri-Axle Trailer, Non Pump	0	-	Grangemouth
V66D	2023	COBO	Tri-Axle Trailer, Non Pump	0	-	Grangemouth
V68D	2023	COBO	Tri-Axle Trailer, Non Pump	0	-	Stanlow
V67D	2023	COBO	Tri-Axle Trailer, Non Pump	0	-	Grangemouth
V96C	2005	GOFA	UNKNOWN LPG Tanker Trailer, UNKNOWN	HY001	W093563935GG10020	Fawley
T01B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YGK	WMA24SZZ3GW213075	Fordoun
T02B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YGL	WMA24SZZXGW213087	Purfleet
T03B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YGM	WMA24SZZ4GW213084	Purfleet
T04B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YGN	WMA24SZZ4GW213120	Immingham
T05B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YHH	WMA24SZZ6GW213183yhj	Immingham
T06B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YHJ	WMA24SZZ7GW213189	Fordoun
T07B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YHK	WMA24SZZ0GW213194	Newport
T08B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YHL	WMA24SZZ8GW213198	Newport
T09B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YHM	WMA24SZZXGW213204	Grangemouth
T10B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YLC	WMA24SZZ7GW213208	Preston
T11B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YLD	WMA24SZZ8GW213217	Preston
T12B	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YLE	WMA24SZZ0GW213213	Thames

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
T13B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DF65UMU	WMA24SZZ1GW214659	Titan
T14B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DF65UMV	WMA24SZZ2GW214699	Titan
T15B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DF65UMW	WMA24SZZ3GW214663	Purfleet
T16B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DF65UMX	WMA24SZZXGW214742	Titan
T17B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DC65WRE	WMA24SZZ0GW215060	Purfleet
T18B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DC65WRP	WMA24SZZ0GW215124	Coryton
T19B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DC65WRR	WMA24SZZ8GW215128	Carnforth
T20B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DC65WVH	WMA24SZZ9GW215137	Preston
T21B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DC65WVJ	WMA24SZZ3GW215392	Preston
T22B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DC65WVK	WMA24SZZ2GW215383	Bramhall
T23B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DF65SYR	WMA24SZZ5GW214762	Thames
T24B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DF65SYS	WMA24SZZ2GW214668	Newport
T25B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DF65UMO	WMA24SZZ4GW214672	Thames
T26B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DF65UMR	WMA24SZZ5GW214681	Thames
T27B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DF65UMS	WMA24SZZ4GW214686	Newport
T28B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DF65UMT	WMA24SZZ7GW214651	Thames
T29B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DC65WRF	WMA24SZZ7GW215069	Thames
T30B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK16MYC	WMA24SZZ9GW215073	Thames
T31B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK16MYD	WMA24SZZXGW215079	Thames
T32B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DC65WRJ	WMA24SZZ7GW215086	Thames
T33B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DC65WRK	WMA24SZZ6GW215094	Newport
T34B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DC65WRL	WMA24SZZ3GW215098	Newport
T35B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK16MYF	WMA24SZZ2GW215108	Newport
T36B	2016	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK16MYG	WMA24SZZ4GW215112	Newport
T45A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYB	WMA24SZZ9FW205898	Coryton
T46A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYC	WMA24SZZ5FW205882	Purfleet
T47A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYD	WMA24SZZ4FW205761	Thames

Fleet No.	YoM	Manufacturer	Model / Description	VRM	VIN	Location
T48A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYE	WMA24SZZ4FW205839	Stanlow
T49A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YF	WMA24SZZ7FW205771	Purfleet
T50A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYG	WMA24SZZ0FW205787	Northampton
T51A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYH	WMA24SZZ6FW205776	Coryton
T52A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYJ	WMA24SZZ0FW205790	Purfleet
T53A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYL	WMA24SZZ4FW205792	Purfleet
T54A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYM	WMA24SZZ5FW205798	Purfleet
T55A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYN	WMA24SZZ3FW205802	Purfleet
T56A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYO	WMA24SZZXFW205814	Coryton
T57A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYP	WMA24SZZ4FW205811	Purfleet
T58A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYR	WMA24SZZ5FW205820	Purfleet
T59A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DK15YYS	WMA24SZZXFW205795	Coryton
T96A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YGE	WMA24SZZ6GW213099	Immingham
T97A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YGF	WMA24SZZ0GW213048	Immingham
T98A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YGH	WMA24SZZXGW213056	Fordoun
T99A	2015	MAN	TGS 6x2 Tractor, With Hydrapak & Compressor	DG65YGJ	WMA24SZZ3GW213068	Fordoun

Part 3 Charged Securities

Chargor	Name of company in which shares are held	Class of Shares held	Number of shares held	Issued share capital
HOYER Gas & Petroleum Logistics Ltd	Fuels Transport & Logistics Ltd	Ordinary A Shares	51	N/A

Part 4 Charged Accounts

Accounts			
Account Holder	BIC	Account Bank	IBAN
HOYER Gas & Petroleum Logistics Ltd	ESSEGB2L	SEB LONDON	██████████024
HOYER Gas & Petroleum Logistics Ltd	ESSEGB2L	SEB LONDON	██████████033
HOYER Gas & Petroleum Logistics Ltd	ESSEGB2L	SEB LONDON	██████████006
HOYER Gas & Petroleum Logistics Ltd	ESSEGB2L	SEB LONDON	██████████015
HOYER Gas & Petroleum Logistics Ltd	ESSEGB2L	SEB LONDON	██████████060

Part 5 Material Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
None as at date of this Debenture.			

Part 6 Insurances

Chargor	Insurer	Policy number
HOYER Gas & Petroleum Logistics Ltd	C V Starr & Co.	Aviation Liability – AVLON2000963

Schedule 2 Form of notice to and acknowledgement from Account Bank

Part 1 Form of notice of charge to Account Bank

To: *[insert name and address of Account Bank]*

Dated: [****] 2024

We hereby give notice that, by a debenture dated [****] 2024 (the **Debenture**) we have charged to ABN AMRO Asset Based Finance N.V. (the **Funder**) as funder (as referred to in the Debenture) all our present and future right, title and interest in and to the following accounts in our name with you, all monies from time to time standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you:

[Insert details of accounts]; and

all other accounts from time to time maintained with you by us, and all monies at any time standing to the credit of such accounts

(together the **Accounts**).

We hereby irrevocably instruct and authorise you:

- 1 to credit to each Account all interest from time to time earned on the sums of money held in that Account;
- 2 to disclose to the Funder, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Funder may, at any time and from time to time, request you to disclose to it;
- 3 to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Funder;
- 4 to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Funder at any time and from time to time; and
- 5 to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Funder without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

For the avoidance of doubt, the Funder shall not be entitled to exercise any of its rights pursuant to or in connection with paragraphs 3 and 4 unless and until an Event of Default has occurred (as notified to you in writing by the Funder).

The Funder may by notice to you at any time after the occurrence of an Event of Default (as notified to you by the Funder in writing) amend or withdraw this consent. If the consent referred to in this paragraph is withdrawn, you may immediately set off debit balances and credit balances on the accounts specified in this paragraph which exist immediately prior to the receipt by you of such notice of withdrawal or amendment.

These instructions cannot be revoked or varied without the prior written consent of the Funder.

This notice, any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Funder with a copy to ourselves.

Yours faithfully

By _____
for and on behalf of
[*relevant Chargor*]

[By _____
for and on behalf of the Funder]

Part 2 Form of acknowledgement from Account Bank

To: **ABN AMRO Asset Based Finance N.V.**
1010 Beneluxlaan,
3526 Kk Utrecht,
The Netherlands

Dated: [****] 2024

We confirm receipt of a notice dated [****] 2024 (the **Notice**) from [*relevant Chargor*] (the **Company**) of a charge upon the terms of a Debenture dated [****] 2024, over all the Company's present and future right, title and interest in and to the following accounts with us in the name of the Company together with all monies standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights of repayment of any of the foregoing by us:

[****] (together the **Accounts**).

We confirm that:

- 1 we accept the instructions and authorisation contained in the Notice and undertake to comply with its terms;
- 2 we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;
- 3 we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;
- 4 we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and
- 5 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

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

Yours faithfully

By _____
for and on behalf of
[Account Bank]

Schedule 3 Form of notice to and acknowledgement by party to Relevant Contract

To: *[Insert name and address of relevant party]*

Dated: [****] 2024

RE: [DESCRIBE RELEVANT CONTRACT] DATED [**] 20[****] BETWEEN (1) YOU AND (2) [****] THE CHARGOR**

- 1 We give notice that, by a debenture dated [****] 2024 (the **Debenture**), we have assigned to ABN AMRO Asset Based Finance N.V. (the **Funder**) as funder (as referred to in the Debenture) all our present and future right, title and interest in and to *[insert details of Relevant Contract]* (together with any other agreement supplementing or amending the same, the **Agreement**) including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
- 2 We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Funder at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Funder may from time to time request;
 - (b) following written notice to you from the Funder confirming that an Event of Default has occurred, to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Funder;
 - (c) following written notice to you from the Funder confirming that an Event of Default has occurred, to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Funder from time to time;
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Funder without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - (e) to send copies of all notices and other information given or received under the Agreement to the Funder.
- 3 You may continue to deal with us in relation to the Agreement until you receive written notice from the Funder that an Event of Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Funder.
- 4 Following the occurrence of an Event of Default we are not permitted to receive from you, otherwise than through the Funder, any amount in respect of or on account of the sums payable to us from time to time under the Agreement
- 5 We are not permitted to agree any material amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Funder.
- 6 This notice may only be revoked or amended with the prior written consent of the Funder.

- 7 Please confirm by completing the enclosed copy of this notice and returning it to the Funder (with a copy to us) that you agree to the above and that:
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Funder, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Funder promptly if you should do so in future;
 - (c) following written notice to you from the Funder confirming that an Event of Default has occurred you will not permit any sums to be paid to us or any other person (other than the Funder) under or pursuant to the Agreement without the prior written consent of the Funder;
 - (d) you will notify the Funder of any intention to exercise any right to terminate or materially amend the Agreement; and
 - (e) you will not take any action to materially amend or supplement the Agreement without the prior written consent of the Funder.
- 8 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To: **ABN AMRO Asset Based Finance N.V.**
1010 Beneluxlaan,
3526 Kk Utrecht,
The Netherlands
(as **Funder**)

Copy to: **[NAME OF CHARGOR]**

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [7] of the above notice.

for and on behalf of
[other contracting party]

Dated: [****] 2024

Schedule 4 Form of notice to and acknowledgement by insurers

To: *[Insert name and address of insurer]*

Dated: [****] 2024

[****] (THE CHARGOR)

- 1 We give notice that, by a debenture dated [****] 2024 (the **Debenture**), we have assigned to ABN AMRO Asset Based Finance N.V. (the **Funder**) as funder (as referred to in the Debenture) all our present and future right, title and interest in and to the policies listed in the schedule to this notice (together with any other agreement supplementing or amending the same, the **Policies**) including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
- 2 We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Funder at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Funder may from time to time request;
 - (b) following written notice to you from the Funder confirming that an Event of Default has occurred to hold all sums from time to time due and payable by you to us under the Policies to the order of the Funder;
 - (c) following written notice to you from the Funder confirming that an Event of Default has occurred to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Funder from time to time;
 - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Funder (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - (e) to send copies of all notices and other information given or received under the Policies to the Funder.
- 3 We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Funder's interest as first loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.
- 4 You may continue to deal with the Chargor in relation to the Policies until you receive written notice from the Funder that an Event of Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Funder.
- 5 Following the occurrence of an Event of Default we are not permitted to receive from you, otherwise than through the Funder, any amount in respect of or on account of the sums payable to us from time to time under the Policies.
- 6 This notice may only be revoked or amended with the prior written consent of the Funder.
- 7 Please confirm by completing the enclosed copy of this notice and returning it to the Funder (with a copy to us) that you agree to the above and that:

- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
- (b) you have not, at the date this notice is returned to the Funder, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Funder promptly if you should do so in future;
- (c) following written notice to you from the Funder confirming that an Event of Default has occurred, you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Funder; and
- (d) you will not exercise any right to terminate or cancel the Policies without giving the Funder not less than 14 days prior written notice.

8 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[Name of Chargor]

SCHEDULE
THE POLICIES

[On copy]

To: **ABN AMRO Asset Based Finance N.V.**
1010 Beneluxlaan,
3526 Kk Utrecht,
The Netherlands
(as **Funder**)

Copy to: **[NAME OF CHARGOR]**

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 7 in the above notice.

We have noted the Funder's interest as first loss payee and first priority assignee on the Policies.

for and on behalf of
[Insurer]

Dated:[****] 2024

Schedule 5 : Form of Accession Deed

THIS ACCESSION DEED is made on

20[***]

BETWEEN

- (1) [[*****] LIMITED a company incorporated in [*****] with registered number [*****] (the **Acceding Company**)] [EACH COMPANY LISTED IN SCHEDULE 1 (each an **Acceding Company**)];
- (2) **AUCTUS 181. BETEILIGUNGSGESELLSCHAFT MBH** (the **Parent**); and
- (3) [*****] (as the **Funder**).

BACKGROUND

This Accession Deed is supplemental to a debenture dated [*****] 20[*****] and made between (1) the Chargors named in it and (2) the Funder (the **Debenture**).

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

(a) **Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) **Construction**

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2 ACCESSION OF THE ACCEDING COMPANY

(a) **Accession**

[The/Each] Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Funder to observe and be bound by the Debenture; and
- (ii) creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) **Covenant to pay**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Funder for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all of its present and future right, title and interest in the Plant & Machinery;
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified [against its name] in Part 2 of Schedule 2 (Details of Security Assets owned by the [Acceding Company/Acceding Companies]) (if any)); together with
 - (B) all Securities Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge:
 - (A) all Plant & Machinery specified in Part 1 of Schedule 2 (Details of Security Assets)
 - (B) all equipment, plant, goods, or other tangible moveable property and machinery (not charged by clause 2(c)(ii)) and the benefit of all contracts, licenses and warranties relating to the same;
- (iv) by way of first fixed charge:
 - (A) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and
 - (B) all other accounts of such Chargor with any bank or financial institution at any time (including, without limitation, those specified [against its name] in Part 3 of Schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (v) to the extent that any Assigned Asset is not effectively assigned under 2(c)(viii), by way of first fixed charge such Assigned Asset;
- (vi) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (A) the benefit of licenses, consents, agreements, and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets;
 - (B) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it;

- (vii) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor;
- (viii) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified [against its name] in Part 5 of Schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (ix) by way of absolute assignment the Insurances (including, without limitation, those specified [against its name] in Part 6 of Schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

[The/Each] Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Funder and to each other Secured Party as at the date of this Accession Deed:

- (i) [each/the] Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified [against its name] in Schedule 1 (*Details of Security Assets*);
- (ii) the Charged Securities listed in [Part 2 of] Schedule 2 to the Accession Deed (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) constitute the entire share capital owned by [each/the] Acceding Company in the relevant company [and constitute the entire share capital of each such company];
- (iii) [each/the] Acceding Company has good, valid and marketable title to, and all appropriate Authorisations to the use, the Security Assets;
- (iv) No Security or Quasi-Security exists over all or any of the present or future Security Assets of any Chargor other than Permitted Security;
- (v) The Debenture Security has or will have first-ranking priority and is not subject to any prior ranking or *pari passu* ranking Security;
- (vi) This Deed continues and will constitute the legal, valid and binding and enforceable obligations of the Chargors, and creates the security interests over the Security Assets which this Deed purports to create and those security interests are valid and effective; and
- (vii) None of the Plant & Machinery is or will be treated as being fixed to any Premises.

(e) **Consent**

Pursuant to clause 24.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

3 CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4 THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5 NOTICE DETAILS

Notice details for [the/each] Acceding Company are those identified with its name below.

6 COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7 GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Parent as a deed and duly executed by the Funder and has been delivered [on the first date specified on page 1 of this Accession Deed] [by [the/each] Acceding Company and the Parent].

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
[*****]	[*****]	[*****]
[*****]	[*****]	[*****]
[*****]	[*****]	[*****]
[*****]	[*****]	[*****]

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the [Acceding Company/Acceding Companies]

[Part 1 – Plant & Machinery]

Make and Model	Serial number	Location
[*****]	[*****]	[*****]
[*****]	[*****]	[*****]

[Part 2 - Charged Securities]

Chargor	Name of company in which shares are held	Class of Shares held	Number of shares held	Issued share capital
[*****]	[*****]	[*****]	[*****]	[*****]

[Part 3 - Charged Accounts]

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]

[Part 4 - Material Contracts]

[Acceding Company]	Date of Relevant Contract	Parties	Details of Relevant Contract
[*****]	[*****] 20[**]	[*****]	[*****]
[*****]	[*****] 20[**]	[*****]	[*****]

[Part 5 - Insurances]

[Acceding Company]	Insurer	Policy number
[*****]	[*****]	[*****]

[Acceding Company]	Insurer	Policy number
[*****]	[*****]	[*****]

EXECUTION PAGES OF THE ACCESSION DEED

The Acceding Compan[y][ies]

Executed as a deed[, but not delivered until the)
first date specified on page 1,] by **[NAME OF)
ACCEDING COMPANY]** acting by:)

Director _____

Witness signature _____

Witness name: _____

Witness address: _____

Address: [*****]

Email: [*****]

Attention: [*****]

The Parent

Executed as a deed [, but not delivered until the)
first date specified on page 1,] by **[NAME OF)
PARENT]** acting by:)

Director _____

Witness signature _____

Witness name: _____

Witness address: _____

Address: [*****]

Email: [*****]

Attention: [*****]

The Funder

Signed by _____ for and on behalf of **[NAME**)
OF FUNDER]:)
)

Signature _____

Address: [****]

Email: [****]

Attention: [****]

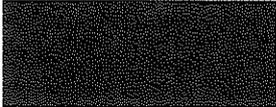
EXECUTION PAGES

The Original Chargors

Executed as a deed, but not delivered until the)
first date specified on page 1, by **HOYER GAS &**)
PETROLEUM LOGISTICS LIMITED acting by:)



Director

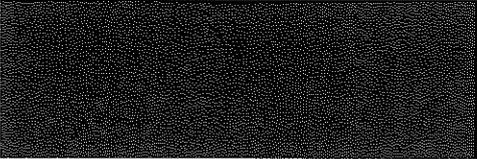


Witness signature

EMMA HAIGH

Witness name:

Witness address:



Address: 517 Leeds Road, Huddersfield, HD2 1YJ

Email: mike.linney@oxalis-logistics.com

Attention: Mike Linney

The Funder

Signed by _____ and)

_____ for and on behalf of)

ABN AMRO ASSET BASED FINANCE N.V.

Signature

Signature

Address: ABN AMRO Asset Based Finance N.V. Commercial Finance, 4th Floor, 1 Marsden Street, Manchester, M2 1HW

Email: mark.beaumont@uk.abnamro.com

Attention: Mark Beaumont