



Registration of a Charge

Company name: **ACUMEN DISTRIBUTION LIMITED**

Company number: **01612058**



Received for Electronic Filing: **22/01/2015**

Details of Charge

Date of creation: **20/01/2015**

Charge code: **0161 2058 0010**

Persons entitled: **BARCLAYS MERCANTILE BUSINESS FINANCE LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BARCLAYS MERCANTILE BUSINESS FINANCE LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1612058

Charge code: 0161 2058 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th January 2015 and created by ACUMEN DISTRIBUTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2015 .

Given at Companies House, Cardiff on 23rd January 2015

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

DATED 20 JANUARY 2015

ACUMEN DISTRIBUTION LIMITED

- and -

BARCLAYS MERCANTILE BUSINESS FINANCE LIMITED

**ASSIGNMENT AND CHARGE
OF
SUB-LEASING AGREEMENTS**

ASSIGNMENT

and

CHARGE

Parties

THIS DEED is made between the Company named below and **BARCLAYS MERCANTILE BUSINESS FINANCE LIMITED** (Co. No. 00898129) of Churchill Plaza, Churchill Way, Basingstoke, Hampshire RG21 7GP ("the Lessor", which expression shall include the Lessor's successors and assigns).

Date

2015

1.1 The date of this deed is *20 JANUARY*

and the following expressions have the meanings respectively stated against them:-

Definitions

"the Company":	ACUMEN DISTRIBUTION LIMITED (co. no. 01612058) of c/o Gordons Solicitors, Winter Hill House, Marlow Reach, Station Approach, Marlow, Buckinghamshire, SL7 1NT;
"Principal Agreement":	a leasing, hire-purchase contract hire or other form of hiring agreement made between the Lessor and the Company;
"Equipment":	items let to the Company by the Lessor under a Principal Agreement;
"Specified Sub-Agreement":	an agreement specified in the Schedule;

"Sub-Agreement": an agreement other than a Specified Sub-Agreement under which the Company lets Equipment to a customer with or without an option to purchase; and

"the Property Charged": the Specified Sub-Agreements and the Sub-Agreements or any of them together with the other property respectively referred to in clauses 2 and 3 below.

Interpretation

- 1.2 In this deed the masculine includes the feminine and the neuter, and the singular includes the plural. If the Company is two or more persons, that expression includes all such persons (and each of them) and their liability under this deed is joint and several. The rights and obligations of the Company under this deed are personal to the Company and shall not be capable of being assigned or transferred.

Construction

- 1.3 The marginal notes are for ease of reference only and do not affect the construction of this deed. Any reference in this deed to a statutory provision shall be construed as a reference to that provision as from time to time amended or re-enacted. The benefit of this deed and the security created by it is available for the benefit of the Lessor's successors and assigns and any company for which the Lessor may be acting as agent.

Permission to Sub-Let

- 1.4 The Lessor has permitted the Company to sub-let the Equipment subject to certain terms and conditions.

Assignment

2. As security for all sums payable by the Company to the Lessor under Principal Agreements the Company assigns with full title guarantee to the Lessor all its rights, title and interest in the Specified Sub-Agreements (if any) together with the benefit of all guarantees, indemnities, negotiable instruments, securities and insurance policies taken by the Company in connection with the Specified Sub-Agreements to hold the same unto the Lessor absolutely, subject only to the proviso for re-assignment set out in clause 4 below.

Charge

3. As security for all sums payable by the Company to the Lessor under Principal Agreements the Company charges with full title guarantee in favour of the Lessor as a first fixed and specific charge of all its rights, title and interest in the Sub-Agreements together with the benefit of all guarantees, indemnities, negotiable instruments, securities and insurance policies taken by the Company in respect of such Sub-Agreements and together with the benefit of any supplemental or collateral agreement entered into by the Company under which the Company undertakes to maintain or service Equipment.

**Re-Assignment and
Discharge of this
Security**

4. At any time after all sums payable by the Company and all liabilities (whether actual or contingent) of the Company to the Lessor under the Principal Agreements shall have been respectively paid and discharged, the Lessor will at the request and cost of the Company re-assign or release the Property Charged to the Company.

**Covenants by the
Company**

5. The Company covenants with the Lessor during the continuance of this security.

Payments to Lessor

- 5.1 To procure that all monies arising under or in respect of the Property Charged are paid by the payer to the Lessor (as mortgagee) or as the Lessor shall from time to time direct.

Payments to Company

- 5.2 Without prejudice to the Company's obligation under
5.1 above, so far as any monies referred to in that clause are received by the Company by accident or mistake or for any reason whatsoever immediately to pay such monies to the Lessor (as mortgagee) or deal with the same only in such a manner as the Lessor shall have directed under clause 5.1 above, and in the meantime to hold the monies in trust for the Lessor.

Not to Encumber

- 5.3 Not to create any further mortgage or charge whatsoever on the Property Charged or to sell the Property Charged or to deal with any moneys payable under or in respect of the Property Charged otherwise than in accordance with the terms of this deed.

No Specified Sub-Agreements or Sub-

Agreements regulated

by the Consumer Credit

Act 1974

- 5.4 That no Specified Sub-Agreement and that no Sub-Agreement is or may become regulated by the Consumer
Credit Act 1974 and the Company will not enter into any
Specified Sub-Agreement or any Sub-Agreement which is
subject to the Consumer Credit Act 1974.

Not to accept Surrenders

- 5.5 Not to accept or to agree to accept a surrender by any hirer of any agreement comprised in the Property Charged.

Power of Sale

- 6.1 The powers of sale and of appointment of a receiver and other powers conferred by the Law of Property Act 1925 on mortgagees and by this deed on the Lessor shall arise and be exercisable at any time after the execution of this deed without regard to Section 103 of that Act which section shall not apply to this security or any sale made by virtue of it.

**Lessor to be
Entitled to Exercise
Powers of Receiver**

- 6.2 At any time after the statutory power of sale shall have become exercisable under clause 6.1 above, the Lessor may by itself or its servants or agents (without appointing a receiver) exercise all or any part of the powers conferred on a receiver below and so that the Lessor shall not as a result become liable to account as mortgagee in possession.

Powers of Receiver

- 6.3 Any receiver appointed by the Lessor hereunder shall be deemed to be the agent of the Company and not of the Lessor. The receiver's powers shall include (but not be limited to) power to:-
- i) collect and pay to the Lessor all sums due from any one or more of the following:-
 - (a) any hirer under any of the agreements comprised in the Property Charged,
 - (b) any guarantor or indemnifier under any contract of guarantee or indemnity given in connection with any of the Property Charged, and
 - (c) any insurer in respect of the Equipment;

- ii) enforce by legal proceedings or other lawful act or procedure the duties and obligations imposed upon the parties to any agreement comprised in the Property Charged;
- iii) give all such notices as he may consider expedient by reason of the acts and omissions of any of the parties to any agreement comprised in the Property Charged and to receive notices under any such agreement;
- iv) sell or concur in selling any of the Property Charged on such terms and conditions as he shall think fit and to carry any such sale into effect in the name and on behalf of the Company;
- v) make any arrangement or comprise or settlement which he or the Company shall think fit;
- vi) appoint managers, officers and agents for any of the above purposes at such salaries as he may determine and to dismiss them;
- vii) do all such other acts and things as he may consider incidental or conducive to any of the matters or above powers and to make any arrangements with regard to the Property Charged which he considers expedient in the interests of the Company; and
- viii) have access to and make use of the premises plant equipment and accounting and other

records of the Company and the services of its staff for all or any of the above purposes.

**Further powers of
Indulgence by Lessor**

- 6.4 The Lessor may at any time from time to time without discharging or in any way affecting the security created by this deed or the rights of the Lessor against the Company under this deed grant time or any other indulgence to the Company or any person referred to in clause 6.3 above.

Further Assurances

- 7.1 The Company covenants with the Lessor that the Company shall at any time and from time to time, if and when required by the Lessor so to do, execute to the Lessor or as the Lessor shall direct, such further deeds and documents as the Lessor shall require of and on all the Company's rights title and interest in the Property Charged to secure all money and liabilities hereby agreed to be paid or intended to be hereby secured, such deeds and documents to be prepared by or on behalf of the Lessor at the cost of the Company and to be in such form as the Lessor may require.

**Lessor to be Attorney
of Company**

- 7.2 The Company hereby irrevocably appoints the Lessor and the persons deriving title under the Lessor and its substitutes and any receiver, or either or both of them, to be the attorney for the Company and in the Company's name and on its behalf and as its act and deed or otherwise to sign seal and deliver and otherwise perfect any such deed and document specified in clause 7.1 above or (without executing any such deed or document) any deed, assurance or act which may be required or may be deemed proper on any sale, lease, sub-lease or disposition by the Lessor or by any receiver as aforesaid of the Property Charged

under any power of sale, leasing or other disposition applicable thereto.

**Protection of Other
Securities of the Lessor**

- 7.3 Nothing in this deed shall operate so as to merge or otherwise prejudice or affect any bill, note, agreement, guarantee, mortgage or other security which the Lessor may from time to time have for any money intended to be hereby secured (whether from the Company or any other person) or any right or remedy of the Lessor under any of them.

**Certificate of Officer
of Lessor as Evidence**

8. A certificate by the Secretary or other officer of the Lessor as to the money and liabilities for the time being due or incurred to the Lessor from or by the Company shall be conclusive evidence against the Company in any legal proceedings.

Continuing Security

9. This deed shall constitute and be a continuing security to the Lessor notwithstanding any settlement of account or other matter or thing whatsoever.

**Consolidation Not
Allowed**

10. Section 93 of the Law of Property Act 1925 (which restricts the consolidation of mortgages) shall not apply to this deed.

Severance

11. Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions of this deed shall not in any way be affected or impaired thereby.

Notices

- 12.1 The regulations as to notices contained in Section 196 of the Law of Property Act 1925 (as amended by the

Recorded Delivery Service Act 1962) shall be deemed to be incorporated herein.

12.2 The Company instructs the Lessor to give to the hirer under any Specified Sub-Agreement notice of any assignment contained within this deed.

Law

13. This deed, including any non-contractual obligations arising out of or in connection with this deed, is governed by and shall be construed in accordance with, English law.

SCHEDULE

Specified Sub-Agreements assigned by the Company to the Lessor by clause 2 hereof

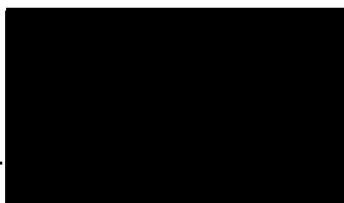
<u>Date of Sub-Agreement</u>	<u>Hirer</u>	<u>Description of Equipment (including Serial Number)</u>
01 April 2014 /Lohr	D.F. Services (Kent) Limited	BX12DMO/C229505 (Scania Car Transporter combination)
		LO59FXX/C290227 Mercedes/ Transporter Engineering Car Transporter Combination
		KX09XPZ/C289619 (Volvo/Lohr Car

Transporter combination)

IN WITNESS of which this deed was executed and is delivered on and takes effect from
the day and year first before written

Executed as a deed by the Company
acting by:-

Director.....



Full name..... CHRISTOPHER DOUGHTY

in the presence of:

Director/Secretary..... FINANCE MANAGER

Full name..



Position..... FINANCE MANAGER