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charge.
HOUSE

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1110

* Abbey Road Tanks Ltd (the "Company")

2 June 2003

Chattel Mortgage (the "Mortgage") dated 2 June 2003 and made between the Company and Yorkshire Bank PLC (the "Bank")

and in each case whether the same be due or owing alone or jointly with any other person or persons or by any firm in which the Company may be a partner on overdraft or otherwise and whether as principal or surety including commission and other usual banker's charges and interest thereon both before and after such demand is made or judgement obtained at the rate or respective rates in force for the time being for monies owing to the Bank by the Company from the respective times at which such monies shall have become due until payment (together with all costs and expenses which may be incurred by the Bank in claiming or seeking to enforce payment thereof whether by action or otherwise with interest as aforesaid and so that the only taxation of costs of the Bank which the Company may require is as between solicitor and client) such interest to be computed and compounded according to the usual mode of the Bank from time to time.

Yorkshire Bank PLC whose registered office is at 20 Merrion Way Leeds

Postcode LS2 8NZ

REF: JZV/26074-11756/RPH

Post room



0801
04/06/03

Short particulars of all the property mortgaged or charged

The Company charged and assigned to the Bank with full title guarantee the Mortgaged Property together with;

- (a) any part or parts thereof and all additions alterations accessories replacements and renewals of component parts thereto;
- (b) all right title and interest of the Company in the Mortgaged Property;
- (c) the benefit of any obligations and warranties given by any manufacturer or supplier of the Mortgaged Property and all obligations and warranties given by any other party in respect of the Mortgaged Property to or in favour of the Company; and;
- (d) the benefit of all maintenance agreements entered into between the Company and any such third party to hold the same unto the Bank absolutely subject only to the proviso that on the payment and discharge to the Bank of all moneys and liabilities covenanted to be paid pursuant to the Mortgage and discharged by the Company and all other sums intended to be secured pursuant to the Mortgage the Bank shall at the cost and expense of the Company and at its request duly reassign the Mortgaged Property to the Company;
- (e) the charge created pursuant to the Mortgage shall be a specific first fixed charge;
- (f) the Company shall not without the prior consent in writing of the Bank:

CONTINUED/...

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Adrian Shaw Goddard

Date

3 June 2003

On behalf of [XXXXX] [mortgagee/chargee]†

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No _____
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

2484251

Name of Company

Abbey Road Tanks Ltd (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete
legibly, preferably
in black type, or
bold block lettering

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
legibly, preferably
in black type, or
bold block lettering

(i) create or continue any mortgage debenture or charge or allow any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or affect all or any part of the property hereby charged ranking either in priority to or pari passu with any charge hereby created or

(ii) sell assign transfer or otherwise dispose of the whole or any material part of its undertaking property or assets except by way of sale at full value in the ordinary course of the Company's trade as transacted at the date hereof.

In this Form 395 the following definition is used:

"Mortgaged Property" means the plant machinery chattels or other equipment described in the Schedule below.

SCHEDULE

Asset	Fleet No.	Chasis No.
1997 Magyar 33,000 Litre Stainless Tri-Axle 2 Compartment	119	VF9SR34ERV0049428
1997 Magyar 33,000 Litre Stainless Tri-Axle 2 Compartment	120	VF9SR34ERV0049429
1997 Magyar 33,000 Litre Stainless Tri-Axle 1 Compartment	121	VF9SR34ERV0049427
1997 Magyar 33,000 Litre Stainless Tri-Axle 1 Compartment	122	VF9SR34ERV0049426
1997 Magyar 33,000 Litre Stainless Tri-Axle 1 Compartment	123	VF9SR34ERV0049423
1998 Magyar 33,000 Litre Stainless Tri-Axle 1 Compartment	124	VF9SR34ERV0049424
1998 Magyar 33,000 Litre Stainless Tri-Axle 1 Compartment	125	VF9SR34ERV0049425
1998 Clayton 32,000 Litre Stainless Tri-Axle 1 Compartment	126	CC2455-97
1998 Clayton 32,000 Litre Stainless Tri-Axle 1 Compartment	127	CC2456-97
1998 Clayton 32,000 Litre Stainless Tri-Axle 1 Compartment	128	CC2457-97
1998 Clayton 32,000 Litre Stainless Tri-Axle 1 Compartment	129	CC1458-97
1998 Magyar 45,000 Litre Stainless Tri-Axle 3 Compartment	130	VF9SR34ERV0049397
1998 Northern 45,000 Litre Stainless Tri-Axle 3 Compartment	140	HO5800012497
1998 Magyar 34,500 Litre Stainless Tri-Axle 2 Compartment	141	VF9SR34ERV0049444
1998 Magyar 34,500 Litre Stainless Tri-Axle 2 Compartment	142	VF9SR34ERV004944Y
1998 Magyar 34,500 Litre Stainless Tri-Axle 2 Compartment	143	VF9SR34W0049449
1998 Magyar 34,500 Litre Stainless Tri-Axle 2 Compartment	144	VF9SR34ERW0049448
1998 Northern 47,000 Litre Stainless Tri-Axle 2 Compartment	145	3115
1998 Northern 47,000 Litre Stainless Tri-Axle 2 Compartment	146	NTS 3130

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02484251

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED THE 2nd JUNE 2003 AND CREATED BY ABBEY ROAD TANKS LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO YORKSHIRE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JUNE 2003.

P.C.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES