

MG01

Particulars of a mortgage or charge



iris
LASERFORM

373737/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



AC510XD2

A13

08/09/2011

186

COMPANIES HOUSE

1

Company details

Company number

0 2 4 8 4 2 5 1

Company name in full

Abbey Logistics Group Limited (the "Company")

15

For official use

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

2 5 10 08 20 11

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Mortgage (the "Deed")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

£4,100,000
All present and future monies, obligations and
liabilities owed by the Company to the Lender,
whether actual or contingent and whether owed
jointly or severally as principal or surety and/or
in any other capacity under the Deed (including,
without limitation, those arising under clause 19.3
(b) of the Deed) together with all interest
(including, without limitation, default interest)
accruing in respect of such monies or liabilities

("Secured Liabilities")

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	The Trustees of the Abbey Road Tanks Limited Retirement		
Address	and Death Benefits Scheme (the "Lender")		
	Rowanmoor House, 46-50 Castle Street, Salisbury		
Postcode	S P 1 3 T S		
Name			
Address			
Postcode			

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>Under clause 2 of the Deed the Company covenants with the Lender that it shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due</p> <p>Under clause 3.1 of the Deed as a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Lender by way of first legal mortgage, the Assets.</p> <p>Under clause 3 2 of the Deed as a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Lender by way of first fixed charge</p> <p>(a) all its rights in each Insurance Policy, including the proceeds of any claim under any Insurance Policy, to the extent not effectively assigned under clause 3 3 of the Deed,</p> <p>(b) the benefit of each Relevant Agreement, to the extent not effectively assigned under clause 3 3 of the Deed;</p> <p>(c) the benefit of all other contracts, guarantees, appointments, warranties relating to the Assets and other documents to which the Company is a party, which are in its favour or of which it has the benefit (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), to the extent not effectively assigned under clause 3 3 of the Deed; and</p> <p>(d) all authorisations (statutory or otherwise) held or required in connection with the use of any Charged Property, and all rights in connection with them.</p>		

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance
or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X



X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name mx. 2004287.1

Company name
DWF LLP

Address 5 St Paul's Square

Old Hall Street

Post town Liverpool

County/Region

Postcode L 3 9 A E

Country

DX 14128 Liverpool

Telephone 0151 907 3000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>Under clause 3.3 of the Deed as a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Lender, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities</p> <p>(a) all its rights in each Insurance Policy, including the proceeds of any claims under any Insurance Policy,</p> <p>(b) the benefit of each Relevant Agreement,</p> <p>(c) the benefit of all other contracts, guarantees, appointments, warranties relating to the Assets and other documents to which the Company is a party, which are in its favour or of which it has the benefit (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), to the extent not effectively assigned under clause 3 3(a) of the Deed or clause 3.3(b) of the Deed, and</p> <p>(d) all authorisations (statutory or otherwise) held or required in connection with the use of any Charged Property, and all rights in connection with them,</p> <p>provided that nothing in clause 3 3 of the Deed shall constitute the Lender as mortgagee in possession</p> <p>Under clause 6 1 of the Deed the Company covenants that it shall not at any time, except with the prior written consent of the Lender:</p> <p>(a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrance created by the Deed or any Permitted Encumbrance,</p> <p>(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, or</p> <p>(c) create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party</p> <p>Under clause 6.19 of the Deed the Company</p> <p>(a) shall not, without the prior written consent of the Lender</p> <p>(1) grant, or agree to grant, any licence or lease affecting the whole or any part of any Charged Property, or</p> <p>(11) in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable interest in the whole or any part of any Charged Property;</p> <p>(b) shall keep the Charged Property (to the extent not otherwise in the possession of the Lender pursuant to clause 6.11 of the Deed) in its sole and exclusive possession at the location (if any) specified in the Schedule and shall not take the Charged Property, or allow it to be taken, out of England and Wales</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Under clause 6 21 of the Deed the Company shall procure that no person shall be registered as proprietor of any Asset without the prior written consent of the Lender.</p> <p>Under clause 7 2 of the Deed the rights of the Lender under clause 7 1 of the Deed are without prejudice to any other rights of the Lender under the Deed The exercise of any rights of the Lender under the Deed shall not make the Lender liable to account as a mortgagee in possession</p> <p>Under clause 9 1 of the Deed</p> <p>(a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by the Deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of the Deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by the Deed has become enforceable under clause 8 1 of the Deed.</p> <p>(b) Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by the Deed</p> <p>Under clause 10 1 of the Deed</p> <p>At any time after the security constituted by the Deed becomes enforceable, or at the request of the Company, the Lender may, without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Charged Property</p> <p>Under clause 15 1 of the Deed the Company shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:</p> <p>(a) creating, perfecting or protecting the security intended to be created by the Deed,</p> <p>(b) facilitating the realisation of any of the Charged Property;</p> <p>(c) facilitating the exercise of any right, power or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,</p> <p>including, without limitation, if the Lender thinks it expedient, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Charged Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.</p> <p>Under clause 16.1 of the Deed by way of security, the Company irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Company and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which</p> <p>(a) the Company is required to execute and do under the Deed; and/or</p> <p>(b) any attorney deems proper or desirable in exercising any of the powers, authorities and discretions conferred by the Deed or by law on the Lender, any Receiver or any Delegate</p> <p>Under clause 19.10 of the Deed the restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>the Deed</p> <p>Definitions</p> <p>Assets means the vehicles described in the Schedule below (including any component parts of those assets from time to time held by the Company (whether or not attached to those assets)), together with all additions, alterations, substitutions, replacements, renewals or modifications of or to those assets from time to time, and all accessories to those assets from time to time (including maintenance and other records, manuals, handbooks, data, drawings and schematics relating to those assets and documents relating to warranties and patent indemnities given by manufacturers or suppliers of those assets)</p> <p>Charged Property means all the assets, property and undertaking for the time being subject to the security interests created by the Deed (and references to the Charged Property shall include references to any part of it).</p> <p>Delegate means any person appointed by the Lender or any Receiver pursuant to clause 12 of the Deed and any person appointed as attorney of the Lender, Receiver or Delegate</p> <p>Encumbrance means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect</p> <p>Insurance Policies means all the contracts and policies of insurance effected or maintained from time to time in respect of the Assets</p> <p>Permitted Encumbrance means the all assets debenture dated 21 October 2010 in favour of RBS Invoice Finance Limited.</p> <p>Receiver means a receiver and/or manager of any or all of the Charged Property appointed under clause 10 1 of the Deed.</p> <p>Relevant Agreement means</p> <p>(a) each agreement for the maintenance, repair or upkeep of the Assets and any guarantee, warranty or security for the performance of any such agreement; and</p> <p>(b) all other contracts, guarantees, appointments, warranties, indemnities and any other documents relating to the Assets to which the Company is a party, which are in its favour or of which it has the benefit</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule

Assets

<u>Tanker No</u>	<u>Description</u>	<u>Year</u>	<u>Serial No</u>
T219	Crane Freuhauf 32,800	1997	VT421008
T220	Crane Freuhauf 32,800	1997	VT421009
T221	Crane Freuhauf 32,800	1997	VT421010
T222	Crane Freuhauf 32,800	1997	VT421011
T223	Crane Freuhauf 32,800	1997	VT421012
T224	Crane Freuhauf	1997	A238461
T225	Crane Freuhauf Tank	1997	A238462
T226	Crane Freuhauf Tank	1997	A240363
T227	Crane Freuhauf Tank	1997	A240364
T228	Crane Freuhauf Tank	1997	A244300
T229	Crane Freuhauf Tank	1997	A244331
T134	30X Gallon Tanker (86)	1998	HT197401
T135	30K Gallon Tanker (87A)	1998	249601
T136	30X Gallon Tanker (76)	1998	GT185401
T137	30K Gallon Tanker (68)	1998	GT170201
T142R	Magyar Semi- Tr 34,50000L TNK	1998	8501
T143	Magyar Semi- TR 34,500L TNK	1998	8058
T144	Magyar Semi- TR 34,500L TNK	1998	8059
T149	ETA Melton LTO Tanker	2001	1097
T157	LAG Tanker	2001	YB4DD333440109421
T158	LAG Tanker	2001	YB4D0333440109423

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

T40	T148	2001	1075
T42	Tank 147	2001	1076
T159	LAG Tanker	2002	YB4D0333440109422
T160	Feldbinder Tanker	2002	WFB33859C11011955
T161	Feldbinder Tanker	2002	WFB33839C11011954
T162	Feldbinder Tanker	2002	WFB33859C11011956
T163	Feldbinder Tanker	2002	WFB33859C11011957
T164	28,000 LTR Tank	2002	18289200
T169	Universal Choc Tank	2002	12510673
T174	LAG Jumbo Food Tanker	2002	YB4D0333370211497
T175	LAG Jumbo Food Tanker	2002	YB4D0333370211496
T176	LAG Jumbo Food Tanker	2002	YB4D0333370211498
T177	LAG Jumbo Food Tanker	2002	YB4D0333370211499
T178	LAG Jumbo Food Tanker	2002	YB4D0333370211500
T179	LAG Jumbo Food Tanker	2003	YB4D0333370211501
T180	LAG Jumbo Food Tanker	2003	YB4D0333370211502
T181	LAG Jumbo Food Tanker	2003	YB4D0333370211503
T182	LAG Jumbo Food Tanker	2003	YB4D0333370211504
T183	LAG Jumbo Food Tanker	2003	YB4D0333370211505



DX

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2484251
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 25 AUGUST
2011 AND CREATED BY ABBEY LOGISTICS GROUP LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE TRUSTEES OF THE ABBEY ROAD
TANKS LIMITED RETIREMENT AND DEATH BENEFITS SCHEME
(THE LENDER) ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
8 SEPTEMBER 2011

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 SEPTEMBER
2011**



Companies House
— for the record —



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