

255088/13

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

**MR01**

## Particulars of a charge



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

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

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
instrument Use form MR08

WEDNESDAY



A10 \*A4JG8URK\* #145  
04/11/2015  
COMPANIES HOUSE

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

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

**1****Company details**

Company number 0 3 6 9 6 6 7 6

Company name in full Ace Container Services Limited

3

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2****Charge creation date**

Charge creation date 3 0 1 0 2 0 1 5

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

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

Name Patrick Charles Coghlan

Name

Name

Name

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

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

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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Nil

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

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

☒ Yes

☐ No

6

**Floating charge**

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

**Negative Pledge**

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

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

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

☐

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

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**Signature**

Please sign the form here

Signature

Signature

X

Wale Hu

X

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

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Particulars of a charge



**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. The contact information you give will be visible to searchers of the public record.

Contact name Tara Bray (Ref TLB/COG 58-1)

Company name Walker Morris LLP

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX 12051 Leeds 24

Telephone 0113 2832500



**Certificate**

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



**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following**

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



**Important information**

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



**How to pay**

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

Make cheques or postal orders payable to 'Companies House'



**Where to send**

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

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

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

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



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



FILE COPY

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

Company number: 3696676

Charge code. 0369 6676 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th October 2015 and created by ACE CONTAINER SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2015.

Given at Companies House, Cardiff on 10th November 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

DATE 30 October 2015

Owner: Ace Container Services Limited

Registered No: 03696676

Chargee: Patrick Charles Coghlan of 5 Brunswick Drive, Harrogate, HG1 2PZ

**1. Owner's Obligations**

The Owner will pay to the Chargee on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Chargee (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1 1 all liabilities arising under any guarantee given by the Owner in favour of the Chargee in respect of the obligations of any third party
- 1 2 any expenses the Chargee or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with
  - 1 2 1 the **Property** charged by Clause 2. References to Property include any part of it
  - 1 2 2 taking, perfecting, protecting, enforcing or exercising any power under this deed

**2. Charge**

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, gives to the Chargee

- 2 1 a fixed charge over the following property of the Owner, owned now or in the future
    - 2 1 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land
    - 2 1 2 all plant and machinery, including any associated warranties and maintenance contracts
    - 2 1 3 all the goodwill of the Owner's business
    - 2 1 4 any uncalled capital
    - 2 1 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities
- A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others
- 2 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
  - 2 1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments
  - 2 2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Chargee

**3. Restrictions**

The Owner will not, without the Chargee's consent

- 3 1 permit or create any mortgage, standard security, charge or lien on the Property
- 3 2 dispose of the Property charged by Clause 2 1 (except 2 1 2)

- 3 3 dispose of the Property charged by Clause 2 1 2 and Clause 2 2, other than in the ordinary course of business
- 3 4 call on, or accept payment of, any uncalled capital
- 3 5 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting
- 3 6 dispose of, part with or share possession or occupation of any of its Land

#### **4. Property Undertakings**

The Owner will

- 4 1 permit the Chargee at any time to inspect the Property
- 4 2 keep all Property of an insurable nature comprehensively insured (including if reasonably requested by the Chargee , terrorism cover) to the Chargee's reasonable satisfaction for its full reinstatement cost In default, the Chargee may arrange insurance at the Owner's expense
- 4 3 hold on trust for the Chargee all proceeds of any insurance of the Property At the Chargee's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations
- 4 4 where required by the Chargee, deposit with the Chargee all insurance policies (or copies where the Chargee agrees), and all deeds and documents of title relating to the Property
- 4 5 keep the Property in good condition
- 4 6 not, without the Chargee's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations

#### **5. Conversion of Floating Charge to Fixed Charge**

- 5 1 The Chargee may by notice convert the floating charge on any of the Property into a fixed charge Following this notice, the Owner will not dispose of the affected Property without the Bank's consent
- 5 2 The floating charge will become a fixed charge if an administrator of the Owner is appointed

#### **6. Possession and Exercise of Powers**

- 6 1 The Chargee does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Owner will continue in possession until the Chargee takes possession
- 6 2 The Chargee may take possession and enforce this deed without further delay if
  - 6 2 1 the Chargee demands payment of any of the Owner's Obligations
  - 6 2 2 the Owner asks the Chargee, or the Chargee receives notice of intention, to appoint an administrator or an administration application is made
  - 6 2 3 a meeting is called or a petition is presented for liquidation of the Owner
  - 6 2 4 any security is enforced in respect of any assets of the Owner
- 6 3 Any purchaser or third party dealing with the Chargee or a receiver may assume that the Chargee's powers have arisen and are exercisable without proof that demand has been made
- 6 4 The Chargee will not be liable to account to the Owner for any money not actually received by the Chargee

#### **7. Appointment of Receiver or Administrator**

The Chargee may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner If the Chargee appoints a receiver, the Chargee may fix and pay

the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Chargee) will be responsible for the acts, defaults and remuneration of the receiver

## **8. Powers of the Chargee and Receivers**

8.1 The Chargee or any receiver may

8.1.1 enter, take possession of, and/or generally manage the Property

8.1.2 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land

8.1.3 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by the Chargee or a receiver under this power

8.1.4 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land

8.1.5 complete any transactions by executing any deeds or documents in the name of the Owner

8.1.6 take, continue or defend any proceedings and enter into any arrangement or compromise

8.1.7 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this

8.1.8 call up any uncalled capital with all the powers conferred by the Owner's articles of association

8.1.9 employ advisers, consultants, managers, agents, workmen and others

8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies

8.1.11 do any acts which the Chargee or a receiver considers to be incidental or beneficial to the exercise of their powers

8.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations

8.3 Joint receivers may exercise their powers jointly or separately

8.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law

8.5 The Chargee may exercise any of its powers even if a receiver has been appointed

8.6 The Chargee may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise the Chargee will only exercise those rights as instructed by the Owner

## **9. Application of Payments**

The Chargee may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Chargee decides

## **10. Intercreditor Deed**

This deed is entered into subject to the terms of the intercreditor agreement dated on or around the date of this deed and made between, among others, (1) National Westminster Bank plc, (2) RBS Invoice Finance Limited, (3) Ace Container Services Limited and (4) the Chargee (the **Intercreditor Agreement**). If there are any inconsistencies between the terms of this deed and the Intercreditor Agreement, then the Intercreditor Agreement shall take precedence

## **11. Preservation of Other Security and Rights and Further Assurance**

11.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Chargee now or in the future. The Chargee may consolidate this deed with any other

security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Chargee's other rights

- 11.2 On request, the Owner will execute any deed or document, or take any other action required by the Chargee, to perfect or enhance the Chargee's security under this deed

## **12. Power of Attorney**

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Chargee, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

## **13. Consents, Notices and Demands**

- 13.1 All consents, notices and demands must be in writing
- 13.2 The Chargee may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Chargee
- 13.3 A notice or demand signed by the Chargee will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday
- 13.4 A notice from the Owner to the Chargee will be effective on receipt

## **14. Transfers**

The Chargee may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Chargee to give that person or its agent any financial or other information about the Owner. References to the Chargee include its successors

## **15. Law**

- 15.1 English law applies to this deed and the English courts have exclusive jurisdiction
- 15.2 For the benefit of the Chargee, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction



Executed and Delivered as a deed by  
the Owner

Director

Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of

Witness' signature

Witness' name in full

Address

Occupation

Executed (but not delivered until the date  
written at the start of this deed) as a deed by  
Patrick Charles Coghlan  
in the presence of

Witness' signature

Witness' name in full

Address

Occupation

I/WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED  
PURSUANT TO S.859G OF THE COMPANIES ACT 2006,  
THIS COPY INSTRUMENT IS A CORRECT COPY OF  
THE ORIGINAL INSTRUMENT

*Walker Morris LLP*

WALKER MORRIS LLP

02-11-2015