005310/46.

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

✓ **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 no instrument. Use form

For further information, please refer to our guidance at: www.companieshouse.gov.uk

This form must be delivered to the Registrar for registrat
21 days beginning with the day after the date of creation of t
delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery.

You must enclose a certified copy of the instrument with this
scanned and placed on the public record.

WEDNESDAY

A7XARTMØ
A31 16/01/2019 #270
COMPANIES HOUSE

Company details

For official use

Company number	0 3 8 3 2 6 3 3
Company name in full	AXIS FLEET MANAGEMENT LIMITED

→ Filling in this form
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

Charge creation date

Charge creation date	1 5 0 1 2 0 1 9

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	Coutts & Company
	440 Strand London WC2R 0QS
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.

MR01
Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

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

Description

1.1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company
1.2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1
1.3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company
1.4 By way of fixed charge all plant and machinery of the Company present and future and all associated warranties and maintenance contracts
1.5 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company
1.6 By way of fixed charge all the goodwill of the Company present and future
1.7 By way of fixed charge all the uncalled capital of the Company present and future
1.8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same

5 Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☑ **Yes**

☐ **No**

8 Trustee statement ●

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.

☐

● This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name: ANTONY SMITH
Company name: Coutts & Company
Address: 440 Strand
Post town: London
County/Region:
Postcode: W C 2 R 0 Q S
Country: United Kingdom
DX: 141811 Bishopsgate 7
Telephone: 020 7753 1000

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 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

This form has been provided free of charge by Companies House.

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

MR01 - continuation page

Particulars of a charge

4 **Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Description

1.9 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names

1.10 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party

1.11 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed or any other security present or future held by the Bank

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3832633

Charge code: 0383 2633 0118

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th January 2019 and created by AXIS FLEET MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th January 2019.

Given at Companies House, Cardiff on 21st January 2019

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED

Date: FIFTEENTH JANUARY TWO THOUSAND AND NINETEEN

Definitions

Bank:	Coutts & Company (Company No. 36695) whose registered office is situate at 440 Strand London WC2R 0QS
Company:	Axis Fleet Management Limited (Company No. 03832633) whose registered office is situate at 14 Fenlock Court Lower Road Long Hanborough Oxfordshire OX29 8LN
Company's Obligations:	All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses
Expenses:	All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred
Interest:	Interest at the rate(s) charged to the Company by the Bank from time to time
Property:	The whole and any part of the undertaking property and assets of the Company charged by Clause 1
Required Currency:	The currency or currencies in which the Company's Obligations are expressed from time to time

CERTIFIED, SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, AS A TRUE ACCURATE AND UP TO DATE COPY OF THE ORIGINAL DOCUMENT
FOR AND ON BEHALF OF COUTTS & CO 440 STRAND
SIGNED

Charge

1 The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-

1.1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company

1.2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1

1.3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company

1.4 By way of fixed charge all plant and machinery of the Company present and future and all associated warranties and maintenance contracts

1.5 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company

1.6 By way of fixed charge all the goodwill of the Company present and future

1.7 By way of fixed charge all the uncalled capital of the Company present and future

1.8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same

1.9 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names

1.10 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party

1.11 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed or any other security present or future held by the Bank

Restrictions

2.1 The Company will not without the previous written consent of the Bank:-

2.1.1 **Create** or permit to arise any mortgage charge or lien on the Property

2.1.2 **Dispose** of the Property charged by Clauses 1.1 to 1.10 inclusive

2.1.3 **Accept** payment in advance of a call for or call up any uncalled capital

2.1.4 **Deal** with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like

2.1.5 **Dispose** of the Property charged by Clause 1.11 other than in the ordinary course of business

2.1.6 **Grant** or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it

2.2 If the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee.

Insurance

3.1 The Company will keep comprehensively insured to the Bank's reasonable satisfaction all of the Property which is of an insurable nature for its full reinstatement cost and in default the Bank may enter and effect such insurance (without becoming liable to account as mortgagee in possession)

3.2 The Company will hold in trust for the Bank all money received under any insurance of the Property and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Company's Obligations

Deeds Securities and Debts

4.1 The Company will from time to time deposit with the Bank all insurance policies (or where the Bank agrees copies of them) deeds and documents of title relating to the Property

4.2 The Company will pay into the Company's account with the Bank and if more than one then into such account or such account with another bank as the Bank may specify from time to time all money which the Company may receive in respect of the Company's book debts and other debts

Repair and Alteration

5.1 The Company will keep the Property charged by Clauses 1.1 to 1.4 inclusive in good condition and the Bank may enter and inspect and in default effect repairs (without becoming liable to account as mortgagee in possession)

5.2 The Company will not without the prior written consent of the Bank make any alteration to the Property charged by Clauses 1.1 and 1.2 which would require Planning Permission or approval under any Building Regulations

Notice of Crystallisation

6 The Bank may by written notice to the Company convert the floating charge into a fixed charge as regards any of the property assets and rights of the Company present and future not subject to a fixed charge under this deed. Following such a notice the Company shall not dispose of any of such Property which is included in the notice without the prior written consent of the Bank

Powers of the Bank

7.1 The Bank may without restriction grant or accept surrenders of leases of the Company's freehold and leasehold property or any part of it

7.2 Section 103 of the Law of Property Act 1925 shall not apply and the Bank may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed

7.3 The Bank may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's acts defaults and remuneration

7.4 The Bank may under the hand of any official or manager appoint an administrator of the Company

7.5 All or any of the powers conferred on a Receiver by Clause 8 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment

7.6 The Bank will not be liable to account to the Company as mortgagee in possession for any money not actually received by the Bank

7.7 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed

7.8 The Bank may as it thinks fit exercise any rights attaching to the Property charged by Clauses 1.8 and 1.9 for the purpose of preserving the value of or realising such Property but otherwise the Bank will only exercise such rights in accordance with the Company's instructions

7.9 In addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Company's Obligations against any deposit or credit balance on any account of the Company with the Bank (whether or not that deposit or balance is due to the Company)

7.10 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Company with the Bank that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Company before all the Company's Obligations have been discharged but the Bank may without prejudice to this deed permit the Company to make withdrawals from time to time

7.11 The Bank may exchange or convert to the Required Currency any currency held or received

7.12.1 If the Bank believes that any representation made by the Company to the Bank is materially untrue or that the Company has breached or might be about to breach any undertaking or covenant given to the Bank or any part of the Company's Obligations is not paid to the Bank when due then the Bank may request that the Company appoint a firm of accountants to investigate and report to the Bank on the financial affairs of the Company

7.12.2 If the Bank makes a request under Clause 7.12.1 the Company shall within 7 days (or such longer period as the Bank may allow) appoint a firm of accountants approved by the Bank on terms of reference approved by the Bank to carry out such investigation and make such report and the Company shall be solely responsible for the fees and expenses of such firm of accountants. The Bank may pay the amount of such fees and expenses on behalf of the Company and the Company shall reimburse the Bank such amount on demand

7.13 The Bank may apply to any account of the Company with the Bank (whether in credit or debit or whether such account may go into debit as a result) any amount which the Company is liable to pay or reimburse to the Bank under this deed

Receivers

8.1 Any Receiver appointed by the Bank shall be a Receiver and Manager and shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-

8.1.1 To take possession of and generally manage the Property and any business of the Company

8.1.2 To carry out on any freehold or leasehold property of the Company any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment

8.1.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land

8.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the land

8.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company

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

8.1.7 To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen

8.1.8 To call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls

8.1.9 To employ advisers consultants managers agents workmen and others

8.1.10 To purchase or acquire materials tools equipment goods or supplies

8.1.11 To borrow any money and secure the payment of any money in priority to the Company's Obligations for the purpose of the exercise of any of his powers

8.1.12 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property

8.2 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

Power of Attorney

9 **The** Company irrevocably appoints the Bank and any Receiver severally to be the Attorney of the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this deed or the exercise of any of their powers

Appropriation

10.1 **Subject** to Clause 10.2 the Bank may appropriate all payments received for the account of the Company in reduction of any part of the Company's Obligations as the Bank decides

10.2 **The** Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Company's Obligations outstanding at the time of receiving such notice

Preservation of other Security and Rights and Further Assurance

11.1 **This** deed is in addition to any other security present or future held by the Bank for the Company's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank

11.2 **The** Company will at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure on the Property the Company's Obligations

Memorandum and Articles of Association

12 **The** Company certifies that this deed does not contravene the Company's Memorandum and Articles of Association

Notices

13.1 **Any** notice or demand by the Bank may be served personally on any director or the secretary of the Company or may be sent by post or fax or delivered to the Company at the Company's address last known to the Bank

13.2 **A** notice or demand by the Bank by post shall be deemed served on the Business Day after posting

13.3 **A** notice or demand sent by the Bank by fax (i) during the Bank's working hours on a Business Day shall be deemed served on the day of sending (ii) at any other time shall be deemed served on the next following Business Day

13.4 **"Business Day"** means any day other than a Saturday or Sunday on which banks are generally open for business in London

Governing Law

14 **This** deed shall be governed by and construed in accordance with English law

Interpretation

15.1 **The** expressions "Company" and "Bank" where the context admits include their respective successors in title and assigns

15.2 **The** expression "subsidiary" carries the same meaning as in section 1159 of the Companies Act 2006

15.3 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select

15.4 **References** to the "Property" include any part of it

15.5 **References** to freehold and leasehold property include all covenants and rights affecting or concerning the same

15.6 **Each** of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

In Witness of which this deed has been duly executed

	)	_____
Signed and **Delivered** as a deed by	)	Director
the Mortgagor acting by a director	)	
and its secretary or two directors	)	_____
	)	~~Secretary~~/Director

For and on behalf of the Bank

_____

Duly Authorised Official