

MG01

170059 / 13



Particulars of a mortgage or charge

**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 to register  
particulars of a charge for a Sec  
company. To do this, please use  
form MG01s

WEDNESDAY



A27 \*A128DEEX\* 08/02/2012 #8  
COMPANIES HOUSE

1

**Company details**

Company number 4 1 2 2 5 9 0  
Company name in full Cargobull Finance Limited (**Cargobull**)

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 02 07 2012

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 A security assignment granted by Cargobull in favour of the Lender (as defined in section 5 below)  
(**Security Assignment**)

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**Amount secured**

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

Amount secured With respect to a Transaction, the aggregate of the following

(a) the Advance relating to the Transaction together with all interest payable thereon, and

(b) all other sums, whether payable by the Borrower from time to time under the Agreement, or otherwise due to the Borrower (including the RV Amount) with respect to that Advance (together the **Secured Liabilities**)

In this form MG01 the following terms shall have the following meanings

**Advance** means in respect of each Borrower, the principal amount of each borrowing by that Borrower under the Agreement or (as the context requires) the principal amount from time to time outstanding thereunder in respect of such borrowing (together the **Advances**)

Continued

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

**MG01**

## Particulars of a mortgage or charge

**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 CIT Equipment Finance (UK) Limited (**Lender**)

Address Circa, 2A High Street, Bracknell

Berkshire

Postcode R G 1 2 1 A A

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

- 1** As a continuing security for the payment and discharge of the Secured Liabilities, Cargobull with full title guarantee -
- (a) assigned to the Lender all of its right, title, benefit and interest whatsoever whether present or future, proprietary, contractual or otherwise under or arising out of or in respect of the User Agreements described in the schedule to the Security Agreement (as set out in the schedule to this form MG01) (including, but not limited to, all claims for damages and other rights and remedies in respect of those User Agreements, all Rent and other moneys whatsoever which are now or may at any time be or become due or owing to Cargobull under or arising out of those User Agreements (including all claims against insurers), and all present and future right, title, benefit and interest in any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature now or at any time held by Cargobull in respect of all or any part of the Lessee's obligations under those User Agreements or any of the foregoing and all remedies for enforcing the foregoing in the name of Cargobull or otherwise), and
- (b) assigned to the Lender all of its right, title, benefit and interest present and future, whether proprietary, contractual or otherwise under or arising out of or in respect of the Equipment which is the subject matter of those User Agreements (including all claims against insurers thereof)

Continued

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## Particulars of a mortgage or charge

### 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 870)

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 866). 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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## Particulars of a mortgage or 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 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 Ben Traynor

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Manchester

Post town

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6000



### 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](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)

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

**Agreement** means the Limited Recourse Loan Facility Agreement entered into between the Lender (formerly known as Barclays Technology Finance Limited) and DLL dated 8 July 2005

**Associated Company** means (a) Cargobull Finance Limited and/or (b) any other company which is (i) a direct or indirect subsidiary or a Holding Company of DLL or (ii) a direct or indirect subsidiary of any body corporate of which DLL is also a subsidiary where 'Holding Company' and 'subsidiary' shall have the meaning given in section 1159 of the Companies Act 2006

**Borrower** means DLL and each DLL Entity which has received an Advance from the Lender pursuant to clause 2 of the Agreement

**DLL** means De Lage Landen Leasing Limited

**DLL Entity** means each of DLL, Cargobull Finance Limited and any other Associated Company which have been pre-approved to make requests for Advances under the Agreement

**Equipment** means with respect to a Transaction, the equipment specified in the User Agreement relating thereto and, where the context so admits, includes each or any part of such item or items so specified

**Notice of Drawing** has the meaning given to it in clause 3.2 of the Agreement

**RV Amount** means in respect of each User Agreement, the residual value amount, if any, in respect of the underlying Equipment as specified in paragraph 7 of the applicable Notice of Drawing

**Transaction** means a transaction entered into or to be entered into between the Lender and a Borrower whereby the Lender will make an Advance available to a Borrower and that Borrower will grant to the Lender the security described herein in support thereof upon the terms and conditions set out in the Agreement and the Notice of Drawings relating to such Transaction

**User Agreement** means the user agreements set out in the schedule to this form MG01

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Particulars of a mortgage or charge

|                   |  |
|-------------------|--|
| 6                 | <b>Short particulars of all the property mortgaged or charged</b>  |
|                   | Please give the short particulars of the property mortgaged or charged   |
| Short particulars | <p><b>Negative Pledge</b></p> <p>2 Cargobull shall not without the previous written consent of the Lender</p> <ul style="list-style-type: none"> <li>(a) create or permit to subsist any other Security Interest upon all or any part of the property and assets the subject of the Security Assignment save for (i) liens arising by operation of law (and not as a result of a default on the part of Cargobull), or (ii) any Security Interest disclosed to the Lender in writing prior to the date of the Security Assignment provided that the foregoing shall not prohibit Cargobull from transferring its interests in the Equipment to any third party acceptable to the Lender (acting reasonably) provided that any such transfer shall be subject to the Lender's rights under Clause 6 2, or</li> <li>(a) save as contemplated under the User Agreements, dispose of, deal with or part with possession of any interest in all or any part of the property and assets the subject of the Security Assignment otherwise than as authorised pursuant to the term of the Security Assignment or the Agreement</li> </ul> <p>In this form MG01 the following terms shall have the following meanings</p> <p><b>Lessee</b> means with respect to a User Agreement, the lessee or hirer under the User Agreement</p> <p><b>Rent</b> means with respect to a User Agreement, the amount of rent, howsoever described, payable under that User Agreement, as varied from time to time in accordance with the terms of that User Agreement</p> <p><b>Security Assignment</b> means, with respect to a Transaction, an agreement entered into or to be entered into by the Borrower in favour of the Lender by which the Borrower creates security over, inter alia, the property and assets financed by that Transaction, which agreement incorporates certain of the terms of the Agreement and in the form set out in Appendix 2 of the Agreement</p> <p><b>Security Interest</b> means any mortgage, charge, pledge, lien, hypothecation, assignment, trust arrangement, title retention, or other security interest or arrangement in the nature of security of any kind whatsoever</p> <p style="text-align: center;"><b>Schedule</b></p> <p style="text-align: center;"><b>The User Agreements</b></p> <p style="text-align: center;">Operating Lease Agreement Nos 92140007634 and 92140007642<br/>each dated 2<sup>nd</sup> August 2005 between Cargobull Finance Limited and Somerfield Limited, as novated from Somerfield Limited to The Co-operative Group Limited on 27 January 2012</p> |



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

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

**COMPANY NO. 4122590  
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED  
27 JANUARY 2012 AND CREATED BY CARGOBULL FINANCE  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE BORROWER TO CIT EQUIPMENT FINANCE  
(UK) LIMITED 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 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 FEBRUARY  
2012

*Handwritten signature/initials*



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES