



Registration of a Charge

Company name: **ALLIED LOGISTICAL SERVICES LTD**

Company number: **09482107**



X7K57SKX

Received for Electronic Filing: **05/12/2018**

Details of Charge

Date of creation: **16/11/2018**

Charge code: **0948 2107 0001**

Persons entitled: **SCOTTISH PACIFIC BUSINESS FINANCE (UK) LIMITED**

Brief description: **ALL FREEHOLD AND LEASEHOLD PROPERTY, PLANT AND MACHINERY, ALL MONIES, PRESENT AND FUTURE BOOK DEBTS, PRESENT AND FUTURE SALES CONTRACTS, GOODWILL, UNCALLED CAPITAL, STOCKS, SHARES, PATENTS, COPYRIGHTS AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALEX FERNANDES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9482107

Charge code: 0948 2107 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th November 2018 and created by ALLIED LOGISTICAL SERVICES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2018 .

Given at Companies House, Cardiff on 6th December 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED 16th November 2018

ALL ASSETS DEBENTURE

GIVEN BY

ALLIED LOGISTICAL SERVICES LIMITED

IN FAVOUR OF

SCOTTISH PACIFIC BUSINESS FINANCE (UK) LIMITED

DEBENTURE

DATE 16th November 2018

BETWEEN

- (1) THE PARTY DESCRIBED IN SCHEDULE 1** (the "Company"); and
- (2) SCOTTISH PACIFIC BUSINESS FINANCE (UK) LIMITED** (Company No 06657620) whose registered office is at 10 Queen Street Place, London, EC4R 1AG (Scottish)

1 Covenant To Pay

The Company covenants with Scottish that it will on demand discharge all monies and liabilities which are now or shall become due, owing or incurred by the Company to Scottish whether actual or contingent, anywhere in any manner whatsoever (including pursuant to the agreements listed in Schedule 2 (the "Financing Agreements") and whether such amounts have been incurred, solely or jointly, as principal or surety and whether or not Scottish shall have been an original party to the relevant transaction, together with interest (as well after as before judgement or demand) and all legal, administrative and other charges, costs, expenses and payments incurred by Scottish in relation to the preparation, negotiation, entry into or performance of this Debenture or in enforcing the security created by it on a full indemnity basis (the "Secured Liabilities").

2 Charges

2.1 As continuing security for the payment of the Secured Liabilities, the Company with full title guarantee charges:

- (a)** by way of legal mortgage all freehold and leasehold property of the Company together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon (the "Legally Mortgaged Property");
- (b)** by way of fixed charge:
 - (i)** all future freehold and leasehold property of the Company together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon (the "Equitably Charged Property");
 - (ii)** all fixed plant and machinery now or hereafter in, on or attached to the Legally Mortgaged Property and/or the Equitably Charged Property and all spare parts, replacements, modifications and additions for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party;

- (iii) all plant, machinery and equipment and all spare parts, replacements and modifications thereto and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party;
 - (iv) all plant, machinery and equipment and all spare parts, replacements and modifications and additions thereto other than those specified in clauses 2.1(b)(ii) and (iii) now or hereafter owned by the Company and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party (but excluding any plant, machinery or equipment forming part of the Company's stock in trade or work in progress);
 - (v) all present and future book and other debts of the Company, all moneys from time to time standing to the credit of any account of the Company and all other moneys whether arising under contracts or in any other manner due, owing or incurred to the Company;
 - (vi) all present and future customer purchase orders/sales contracts of the Company;
 - (vii) all the goodwill and uncalled capital of the Company;
 - (viii) all stocks, shares, bonds and securities of any kind present and future legally or beneficially owned by the Company and all dividends and other rights relating thereto;
 - (ix) all present and future patents, patent applications, trademarks and service marks (whether registered or not), design rights (whether registered or not), copyrights and all other intellectual property rights whatsoever and all rights relating thereto legally or beneficially owned by the Company;
- (c) by way of floating charge the undertaking and all property and assets of the Company present and future including any charged by way of specific charge under clauses 2.1(a) and (b) if and to the extent that such charges fail as specific charges (the "Floating Charge Property"); each of which shall hereafter be collectively referred to as the "Charged Property".
- 2.2 (a) Without prejudice to clause 2.2 (b) Scottish may at any time by notice to the Company convert the floating charge created by clause 2.1(c) above into a fixed charge as regards any of the Floating Charge Property specified in such notice.
- (b) The floating charge created by clause 2.1 (c) shall (additionally to the circumstances where this will occur under general law) automatically be converted into a fixed charge:
- (i) on presentation of a petition to wind up the Company or for an administration order in respect of the Company; or

(ii) if the Company fails to comply with its obligations under clause 2.3.

2.3 The Company will not without Scottish's prior written consent create or purport or attempt to create or permit to subsist any mortgage or fixed or floating charge, pledge, lien, assignment or other encumbrance or security (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property nor sell, transfer, lease, licence, part with possession, dispose of or grant any interest in or relating to all or any part of the Charged Property save that the Floating Charge Property may be disposed of by way of sale at full value in the ordinary course of business as now carried on and the plant, machinery and equipment charged by clauses 2.1(b) (ii) (iii) and (iv) may be replaced, modified or added to as specified in clause 3.1(a).

2.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 and Schedule 16 to the Enterprises Act 2002) applies to the floating charge created by this Debenture.

3 Company's Obligations

3.1 The Company agrees that it will:

(a) not sell, transfer, lease, licence, part with possession or dispose of or grant any interest in or relating to all or any part of the Charged Property without the prior written consent of Scottish save as authorised under clause 2.3 and save that it may dispose of any plant, machinery and equipment specified in clauses 2.1(b)(ii) and (iii) for the sole purpose of immediate replacement, modification, additions, repair and/or maintenance;

(b) during the continuance of this Debenture:

(i) pay into a current account or a separate designated account (as Scottish may require) with the bank specified in Schedule 3 ("the Bank") all moneys which it may receive in respect of the book and other debts hereby charged and (subject to any rights of the Bank in respect thereof) pay or otherwise deal with such moneys standing in such account in accordance with any directions from time to time given in writing by Scottish;

(ii) prior to the security constituted by this Debenture becoming enforceable in the absence of any directions from Scottish any moneys received by the Company and paid into such account in respect of the book and other debts hereby charged shall upon such payment in, stand released from the fixed charge on such debts hereinbefore by this Debenture created, and shall stand subject to the floating charge hereinbefore by this Debenture created over the other property and assets of the Company but any such release shall in no respects derogate from the subsistence and continuance of the said fixed charge on all other book and other debts of the Company for the time being outstanding;

(iii) if called upon to do so by Scottish execute a legal assignment of such book and other debts to Scottish in such terms as Scottish may require and give notice thereof to the debtors from whom those debts are owing or incurred and take such other steps as Scottish may require to perfect such legal assignment;

- (iv) deal with such book and other debts in accordance with any directions from time to time given in writing by Scottish (subject to any rights of the Bank in respect thereof) and in default of and subject to any such directions deal with the same only in the ordinary course of getting in and realising the same (but not sell, assign, factor or discount the same in any way);
- (v) permit the Bank to furnish directly to Scottish from time to time upon request full statements and particulars of all the Company's accounts with the Bank and such other financial statements and other information respecting the assets and liabilities of the Company as are from time to time available to the Bank;
- (vi) after crystallisation of the floating charge (if any) created pursuant to clause 3.1(b)(ii) into a fixed charge not, except as permitted by Scottish, withdraw any credit balance representing payments relating to the book and other debts from any of the Company's bank accounts;
- (c) punctually pay all outgoings relating to the Charged Property and produce receipts therefore to Scottish on request and comply with all laws concerning the Charged Property and every notice, order, direction, licence, consent or permission lawfully made or given in respect of it or any part thereof;
- (d) subject to the rights of any prior mortgagee deposit with Scottish all deeds and documents of title relating to the Charged Property or any part thereof and all insurance policies;
- (e) without prejudice to clauses 2.3 and 3.1(a) not pull down, remove, redevelop or materially alter the whole or any part of the Charged Property and keep the Charged Property in good repair and condition and allow Scottish free access at all reasonable times to view the state and condition of the Charged Property (though without Scottish being deemed thereby to be a mortgagee in possession);
- (f) not exercise the powers of leasing or accepting surrenders of leases conferred by Sections 99 and 100 of the Law of Property Act 1925 (the "LPA") or any other powers of leasing or accepting surrenders of leases without Scottish's prior written consent;
- (g) insure and keep insured those parts of the Charged Property as are of an insurable nature, with such insurer and against such risks, as Scottish shall require to their full insurable value with Scottish's interest noted on each policy, produce to Scottish the receipts for each current premium on demand and apply any insurance proceeds in making good the relevant loss or damage or, at Scottish's option, in or towards discharge of the Secured Liabilities;
- (h) have, maintain and comply with all permits, licences or other approvals required by all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency concerning the protection of the environment (which shall include air, water and land) or human health (each an "Environmental Law") needed for its use or occupation of the Charged Property (or any part thereof) or for the conduct of any business it is engaged in from time to time and shall not do or permit to

be done any act or omission which could result in any liability being imposed on Scottish under any applicable Environmental Law; it shall forthwith on demand pay for an environmental audit of such type as Scottish shall specify in relation to the Charged Assets and, in any event, shall permit Scottish, its agents, employees, and any firm of environmental consultants engaged by it, to have full access to all its properties, assets, books and records for the purpose of carrying out any such environmental audit.

- 3.2 The Company hereby warrants that it is not in breach of, and has not incurred or become subject to, any civil or criminal liability under any Environmental Law or the terms of any permit, licence, authorisation, consent, or other approval required by any Environmental Law and that it has not done or omitted to do anything which could impose any liability on Scottish under any applicable Environmental Law.
- 3.3 If the Company fails to carry out any of its obligations under clause 3.1 Scottish may do so (though without being deemed thereby to be a mortgagee in possession) and may recover any payments made by it relating thereto from the Company on demand until which time such payments shall form part of the Secured Liabilities.

4 Enforcement

- 4.1 The powers and remedies conferred on mortgagees by Section 101 of the LPA shall apply to this Debenture but without the restrictions imposed by Section 103 of the LPA and the statutory powers of leasing conferred on Scottish shall be extended so as to authorise Scottish to lease and make arrangements for leases at a premium or otherwise accept surrenders of leases and grant options as Scottish shall think expedient and without the need to observe any of the provisions of Sections 99 and 101 of the LPA. Scottish may exercise all powers, authorities and discretions conferred expressly or by implication on any receiver under this Debenture or by statute or common law.
- 4.2 This Debenture shall be enforceable if:
- (a) any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Company (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be);
 - (b) the Company shall be in breach of any of its obligations under this Debenture or under any of the Financing Agreements or any other agreement between the Company and Scottish; or
 - (c) the Company:
 - (i) becomes unable to pay its debts as they fall due (and/or the value of the Company's assets is less than the amount of its liabilities, taking into account the Company's contingent and prospective liabilities); or
 - (ii) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
 - (iii) makes a general assignment for the benefit of, or a composition with, its creditors.

- 4.3 At any time after the occurrence of an enforcement event in accordance with clause 4.2, Scottish may appoint one or more persons to be a receiver or receivers solely, jointly, severally or jointly and severally with others of all or any part of the Charged Property and to the extent permitted by law may remove any such receiver or receivers and appoint another or others in his or their place. Any receiver so appointed shall be the agent of the Company and the Company shall be solely responsible for all acts, omissions or defaults and the remuneration of each such receiver which remuneration Scottish may fix as it sees fit which may include a fixed fee, hourly rate or commission.
- 4.4 Any receiver appointed under this Debenture may enter upon and take possession of the Charged Property or any part of it. A receiver or receivers appointed by Scottish shall, notwithstanding any administration or liquidation of the Company, have all the powers (which in the case of joint receivers may be exercised either jointly or severally) in the name of or on behalf of and at the cost of the Company specified in Schedule 1 to the Insolvency Act 1986, power to do or omit to do all things that the Company could do or omit to do and all powers conferred by the LPA as if duly appointed there under.
- 4.5 All monies received under the powers conferred by this Debenture shall, subject to repayment, so far as required, of any claim having priority to this Debenture, be paid or applied in the following order of priority:
- (a) in satisfaction of all costs, charges and expenses incurred and payments made by Scottish or the receiver and of the remuneration of the receiver;
 - (b) in or towards satisfaction of the Secured Liabilities in such order as Scottish may at its discretion require; and
 - (c) as to any surplus (if any) to the person or persons entitled thereto.

5 Further Assurance & Power of Attorney

- 5.1 Upon request by Scottish, the Company will, at the Company's cost, immediately sign, seal, execute, deliver and perfect all deeds and instruments and do all such other acts and things as Scottish or any receiver appointed hereunder may require in order to perfect or enforce the security created by this Debenture or to use the powers given to each of them in this Debenture.
- 5.2 The Company irrevocably appoints Scottish and its directors, officers and managers from time to time and any receiver/receivers appointed hereunder jointly and severally to be the lawful attorneys of the Company and in the Company's name and on its behalf and at its act and deed to carry out any matters necessary to achieve the purposes set out in clause 5.1.

6 Consolidation

The restrictions on the right of consolidating mortgages contained in Section 93 of the LPA shall not apply to this Debenture.

7 Notice of Subsequent Charges

If Scottish receives notice of any subsequent mortgage, charge, assignment, security or other interest affecting the Charged Property, Scottish may open a new account or accounts with the Company. If Scottish does not open a new account it shall

nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Company to Scottish shall be credited or treated as having been credited to a new account and shall not operate to reduce the amount secured by this Debenture when Scottish received such notice.

8 Additional Security

This Debenture is in addition to and shall not merge or otherwise prejudice or affect any other right or remedy of Scottish or any assignment, bill, note, guarantee, mortgage or other security now or in the future held by or available to Scottish (whether created by Scottish or a third party) in favour of Scottish in respect of the Secured Liabilities.

9 Currency Indemnity

Scottish or any receiver appointed by it may, in their absolute discretion, convert any monies received, recovered or realised under this Debenture from their existing currency into such other currency as Scottish or such receiver may think fit and any such conversion shall be effected at Scottish's bankers then prevailing spot selling rate of exchange for such other currency against the existing currency.

10 H M Land Registry

- 10.1 The Company certifies that this Debenture does not contravene its Memorandum and Articles of Association and has been executed in accordance therewith and hereby applies to the Chief Land Registrar for a restriction to be entered on the Company's title to any registered land forming part of the Charged Property in the following terms:

"Except under an order of the Registrar no disposition or dealing by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the Charge dated 16th NOVEMBER 2018 in favour of Scottish Pacific Business Finance (UK) Limited."

11 Suspense Account and Set-Off

- 11.1 Scottish may at any time and without prior notice to the Company forthwith transfer all or any part of any balance standing to the credit of any account of the Company with it to any other account of the Company with it or combine or consolidate the Company's accounts with, and liabilities to, it or set-off any liabilities in or towards satisfaction of any of the Secured Liabilities.
- 11.2 Scottish or any receiver appointed by it may at its discretion credit all or any monies received by it under or in relation to this Debenture to a suspense account and hold such monies on such account for such period as either thinks fit pending its application in or towards discharge of the Secured Liabilities.

12 Transfers & Disclosures

- 12.1 This Debenture is transferable by Scottish and references in this Debenture to Scottish shall include its successors and transferees.
- 12.2 The Company may not assign, transfer or make any declaration of trust of any of its rights or obligations under this Debenture.

- 12.3 Scottish may disclose any information about the Company to any person to whom it is proposing to transfer or assign or has transferred or assigned this Debenture.

13 Miscellaneous

- 13.1 No delay or omission on the part of Scottish in exercising any right or remedy under this Debenture shall impair that right or remedy or operate as or be taken to be a waiver of it. Any single, partial or defective exercise of any such right or remedy shall not prevent the further exercise of that or any other right or remedy.
- 13.2 Scottish's rights under this Debenture are cumulative and are not exclusive of any rights provided by law.
- 13.3 Any waiver by Scottish of any terms of this Debenture or any consent or approval given by Scottish under it shall only be effective if given in writing and then only for the purpose stated and subject to any terms and conditions imposed by Scottish.
- 13.4 If at any time any one or more of the provisions of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction the legality, validity or enforceability of the remaining provisions of this Debenture shall not in any way be affected or impaired as a result.
- 13.5 Any certificate signed by a director or other authorised officer of Scottish as to the amount of the Secured Liabilities at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of such amount and a binding obligation of the Company.
- 13.6 All references in this Debenture to any statute shall be deemed to include reference to any modification or re-enactment thereof for the time being in force and all references to clauses and schedules are to those in this Debenture.
- 13.7 The meaning of general words introduced by the word "other" is not to be limited by reference to any preceding words.
- 13.8 The paper on which this Debenture is written is and at all times remains the property of Scottish even after the discharge of this Debenture.
- 13.9 A third party has no rights under the Contracts (Rights of Third Parties Act) 1999 to enforce, or to enjoy the benefit of, any term of this Debenture.

14 Notice

- 14.1 Any notice to or demand upon the Company under this Debenture shall be treated as being properly served upon it if it is personally handed to one of its directors or to the Company Secretary or if it is delivered or sent by letter to the Company at its registered office or its principal place of business or is sent by facsimile or electronic mail. Such notice or demand shall be deemed served:
- (a) if personally handed to one of the company's directors or to the Company Secretary when handed over;
 - (b) if sent by first class post on any day at 10.00 am on the next day (or if the next day is a Saturday, Sunday or any date upon which no delivery of letters is made then at 10.00 am on the next day on which letters are delivered);

- (c) if sent by facsimile at the time of despatch (whether or not actually received);
- (d) if sent by electronic mail when sent.

15 Jurisdiction

This Debenture shall be governed by and interpreted in accordance with the laws of England and the Company hereby submits to the non-exclusive jurisdiction of the English Courts in connection with any matter arising under it.

SCHEDULE 1

Details of the Company

Company Name: **ALLIED LOGISTICAL SERVICES LIMITED**

Company No: 09482107

Registered Office: Unit 9, Astra Centre
Edinburgh Way
Harlow
Essex
CM20 2BN

Stock Addresses: N/A

SCHEDULE 2

Details of the Financing Agreement(s)

1. Invoice Finance Agreement dated 6 November 2018 between Scottish (1) and the Company (2)
2. Facility Letter dated 6 November 2018 from Scottish (1) to Company (2)

SCHEDULE 3

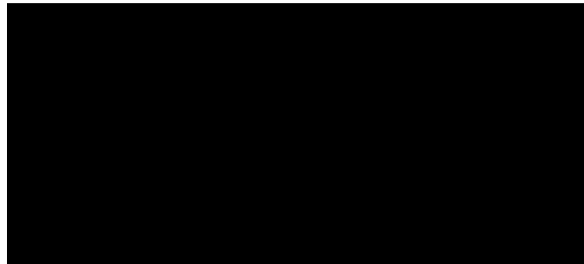
Company's Bank Account Details

Name:

Sort Code:

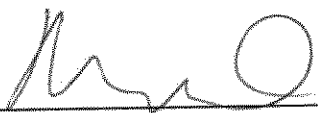
Account No:

Bank:



EXECUTED as a DEED by
SCOTTISH PACIFIC BUSINESS
FINANCE (UK) LIMITED

acting by



Authorised Signatory

STEVEN PEARCE

Name of Authorised Signatory

in the presence of:



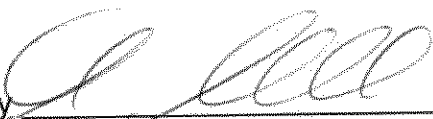
Authorised Signatory

CHRIS HEDGE

Name of Authorised Signatory

EXECUTED as a DEED by
ALLIED LOGISTICAL SERVICES
LIMITED

acting by



Signature of Director



Print name of Director

in the presence of:



Signature of Director



Print name of Director