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In accordance with
Section 860 of the
Companies Act 2006.

MG01

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.

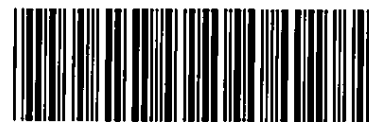
**What this form is for**

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 particulars of a charge for a company. To do this, please form MG01s.

FRIDAY



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30/10/2009

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COMPANIES HOUSE

For official use

1**Company details**

Company number 0 6 5 8 3 8 4 2

Company name in full ACP Haulage Ltd

→ **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 8 1 0 2 0 0 9

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

Debenture (the 'Debenture')

4**Amount secured**

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

Amount secured

See continuation sheet.

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 SME Invoice Finance Limited

Address Hallamshire House, Meadowcourt, 5 Hayland Street

Sheffield

Postcode S 9 1 B Y

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 See continuation sheet.

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	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.	
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	
Signature	Please sign the form here. Signature X <i>Walker Morris</i> X <i>Solicitor to Chargee</i> 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 **Duncan Lole**

Company name **Walker Morris Solicitors**

Address **Kings Court, 12 King Street**

Post town **Leeds**

County/Region **West Yorkshire**

Postcode **L S 1 2 H L**

Country **UK**

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 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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.
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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	The Company covenants, on demand, to discharge by payment to the Lender without any deduction or set-off all or any monetary liabilities and obligations now or at any time hereafter owed or incurred by the Company to or in favour of the Lender, present or future, actual or contingent, liquidated or unliquidated, whether or not incurred jointly with any other person, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise including any such liability of the Company by virtue of any assignment to the Lender of any indebtedness incurred by the Company for any supply of any goods or services to or any hiring by the Company (the “Obligations”).	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	To secure payment and performance of the Obligations (as set out in Schedule 1 above) the Company charges in favour of the Lender with full title guarantee: 1.1 By way of fixed charge: 1.1.1 all freehold and leasehold land and buildings of the Company both present and future including any land and buildings specified in section 3 of the Schedule to the Debenture and all trade fixtures and fittings and all plant and machinery from time to time in or on any such land or buildings; 1.1.2 all goodwill and unpaid and/or uncalled capital of the Company; 1.1.3 all stocks, shares and securities and documents evidencing title to or the right to possession of any property at any time deposited with the Lender and the property mentioned in such documents; 1.1.4 all intellectual property now owned or at any time hereafter to be owned by the Company (clauses 1.1.1 to 1.1.4 "Fixed Assets"); 1.1.5 any Debt (as defined in the Factoring agreement made on 28 October 2009 between the Company and the Lender (the "Agreement") (purchased or purported to be purchased by the Lender pursuant to the Agreement), of which the ownership fails to vest absolutely and effectively in the Lender for any reason, together with the proceeds of such Debt (the "Specified Debts"). 1.1.6 all amounts now or hereafter owing or becoming due to the Company by the Lender including any amount retained by the Lender under any provision of the Agreement (the "Client Account"); and 1.1.7 all amounts of indebtedness (other than the Specified Debts and the Client Account) now or at anytime hereafter owing or becoming due to the Company on any account whatsoever and their proceeds together with Related Rights (as defined in the Agreement) pertaining to such amounts of indebtedness and their proceeds (the "Other Debts"). 1.2 By way of floating charge (to which paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies), the undertaking and all the property, rights and assets of the Company, both present and future, including the Company's stock in trade and its uncalled capital and the proceeds of such property rights and assets (the Property) other than such of the Property as shall for the time being be subject to the fixed charge created by paragraph 1.1 above (the "Floating Assets"). <i>continued.....</i>	

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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	The Company shall be at liberty to sell any item included in the Floating Assets in the normal course of and for the purpose of carrying on its business (on terms not less favourable than those usual in a business of the nature of that carried on by the Company) until the crystallisation of the floating charge hereby created in respect of such item or of all the Floating Assets. 2 NEGATIVE PLEDGE Until the full discharge of all the Obligations and the Debenture except with the prior written consent of the Lender the Company shall not: 2.1.1 Except as provided in paragraph 1, above, or on the written directions of the Lender sell, part with possession of, create any encumbrance over or otherwise dispose of any of the Property nor, except as expressly provided for in the Debenture release, exchange, compound, set off, grant time or indulgence in respect of any of the Property; 2.1.2 Enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with the Lender. 2.2 The Company hereby undertakes in addition to and without prejudice to any other undertaking given elsewhere in the Debenture: 2.2.1 At any time if so required by the Lender (at the Company's expense including any applicable stamp duty) to execute such documents and do such other things as may be requisite to perfect to the Lender title to any of the Property (other than the Specified Debts or Other Debts) or to enable the Lender to exercise any of this rights under the Debenture including the execution of a legal mortgage of any of the freehold or leasehold land and buildings included in those assets detailed in paragraphs 1.1.1 to 1.1.4 above; 2.2.2 At all times during the continuance of the Debenture to keep all such items included in the Property as are tangible in a good state of repair and proper working order; 2.2.3 To keep all items included in the Property fully insured to their replacement value with an insurer approved by the Lender against all risks for which insurance over is usual in a business of the nature of that carried on by the Company and promptly to pay all premiums and other sums payable for this purpose and if so required to produce the receipts for such payments to the Lender; and 2.2.4 To hold on trust for the Lender all the rights of the Company and any sums received under any such policy of insurance and to keep such sums received separate from the Company's own monies and to pay them to the Lender on demand. <i>continued.....</i>	

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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	2.3	In the event that the Company shall fail to pay any insurance premium or other sum for which provision is made in paragraph 2.2.3 above the Lender may pay such premium or sum and recover it from the Company.
	2.4	At any time when the statutory power of sale or the right to appoint a Receiver (Having the meaning assigned to it in section 29(1)(a) of the Insolvency Act 1986, not being an administrative receiver as defined in section 29(2) of the Act Insolvency Act 1986) is exercisable under the provisions of the Debenture, whether or not such power or right shall have been exercise, the benefits of all insurances relating to the Property shall vest in the Lender.
	2.5	Until the charges contained in the Debenture are fully discharged the Company shall not without the prior written consent of the Lender exercise any statutory or other power of granting or of agreeing to accept surrenders of leases or tenancies of any or any part of any freehold or leasehold land and buildings charged under paragraphs 1.1.1 to 1.1.4 above.
	Note. 1. The Charge gives the Lender the right to appoint a Receiver and / or an administrator. 2. The Charge contains a power of attorney.	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6583842
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 OCTOBER
2009 AND CREATED BY ACP HAULAGE LTD FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO SME INVOICE FINANCE LIMITED 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 30 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2009

*Dx
JS*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES