

MG01

Particulars of a mortgage or charge



107380/13

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 Scot
company. To do this, please use
form MG01s

MONDAY



A37 12/12/2011 #171
COMPANIES HOUSE

1

Company details

Company number 00052201

Company name in full EVESONS FUELS LIMITED

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 06/12/2011

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 debenture dated 6 December 2011 and made between (1) Evesons Fuels
Limited ("Company") and (2) RBS Invoice Finance Limited ("RBSIF")
("Debenture")

4

Amount secured

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

Amount secured

All the Company's liabilities to RBSIF (present,
future, actual or contingent and whether incurred
alone or jointly with another) and including:

(a) Interest at the same rate as the discounting
charge charged by RBSIF to the Company,
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 the days selected by
RBSIF.

Please see continuation sheet (1)

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	RBS Invoice Finance Limited	
Address	Smith House, PO Box 50, Elmwood Avenue, Feltham,	
	Middlesex	
Postcode	T W 1 3 7 Q D	
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	<p>1. CHARGE</p> <p>The Company, as a continuing security for its Obligations and with full title guarantee, gives to RBSIF</p> <p>1.1 a fixed charge over the following property of the Company, owned now or in the future.</p> <p>1.1.1 all Land vested in or charged to the Company, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land.</p> <p>1.1.2 all plant and machinery, including any associated warranties and maintenance contracts.</p> <p>1.1.3 all the goodwill of the Company's business.</p> <p>1 1.4 any uncalled capital.</p> <p>1 1.5 all stock, shares and other securities held by the Company at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.</p> <p>A Subsidiary is an entity controlled, directly or indirectly, by the Company or by a Subsidiary of the Company. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.</p> <p>1.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.</p> <p>1 1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments.</p>	

Please see continuation sheet (2)

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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 DUA Piper UK LLP

X

09/12/11

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 Christopher Lister

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town

County/Region

Postcode M 2 3 D L

Country United Kingdom

DX DX 14304 MANCHESTER

Telephone 0161 235 4349

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 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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4	Amount secured
Amount secured	<p data-bbox="308 376 1050 409">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="308 421 1532 477">(b) any expenses RBSIF or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with.</p> <p data-bbox="403 499 1297 533">(1) the Property charged by Clause 2 of the Debenture,</p> <p data-bbox="403 555 1544 611">(11) taking, perfecting, protecting, enforcing or exercising any power under the Debenture.</p> <p data-bbox="308 645 1513 701">References to Property include any part of it and references to Land are to any interest in heritable, freehold or leasehold land,</p> <p data-bbox="308 723 606 757">(the "Obligations")</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1.1.8 all Fixed Charge Debts and their Related Rights</p> <p>"Fixed Charge Debts" means all Debts which fail to vest in RBSIF under any Debt Purchase Agreement.</p> <p>"Related Rights and Debts" have the meaning given to them under any Debt Purchase Agreement.</p> <p>"Debt Purchase Agreement" means any debt purchase facility entered into between the Company and RBSIF.</p> <p>1.2 a floating charge over all the other property, assets and rights of the Company owned now or in the future which are not subject to an effective fixed charge under the Debenture or under any other security held by RBSIF.</p> <p>2. RESTRICTIONS</p> <p>The Company will not, without RBSIF's consent:</p> <p>2.1 permit or create any mortgage, standard security, charge or lien on the Property</p> <p>2.2 dispose of the Property charged by Clause 2.1 of the Debenture.</p> <p>2.3 dispose of the Property charged by Clause 2.2 of the Debenture, other than in the ordinary course of business.</p> <p>2 4 call on, or accept payment of, any uncalled capital.</p> <p>2.5 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting</p> <p>2 6 dispose of, part with or share possession or occupation of any of its Land.</p> <p>3. CONVERSION OF FLOATING CHARGE TO FIXED CHARGE</p> <p>3 1 RBSIF may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Company will not dispose of the affected Property without RBSIF's consent</p> <p>3.2 The floating charge will become a fixed charge if an administrator of the Company is appointed.</p> <p>4. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE</p> <p>4.1 The Debenture is in addition to any other security for the Company's Obligations held by RBSIF now or in the future. RBSIF may consolidate the Debenture with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or RBSIF's other rights.</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>4.2 On request, the Company will execute any deed or document, or take any other action required by RBSIF, to perfect or enhance RBSIF's security under this deed.</p> <p>5 POWER OF ATTORNEY</p> <p>To give effect to this deed and secure the exercise of any of its powers, the Company irrevocably appoints RBSIF, and separately any receiver, to be the Company's attorney (with full power of substitution and delegation), in the Company's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 52201
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 DECEMBER
2011 AND CREATED BY EVESONS FUELS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO RBS INVOICE FINANCE LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 12
DECEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 DECEMBER
2011**

Rp



Companies House
— for the record —



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