

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](http://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 the  
instrument Use form MRC

For further information please

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

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



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A06

10/04/2014

#94

COMPANIES HOUSE

THURSDAY

|  |                         |   |
|--|-------------------------|---|
| <b>1 Company details</b>   |                         | <b>5</b> <small>For official use</small>  |
| Company number   | 0 0 3 7 4 2 5 4         | Filing in this form<br>Please complete in typescript or in<br>bold black capitals<br>All fields are mandatory unless<br>specified or indicated by * |
| Company name in full   | A B C (Grimsby) Limited |   |
| <b>2 Charge creation date</b>  |                         |   |
| Charge creation date   | 09 04 2014              |   |
| <b>3 Names of persons, security agents or trustees entitled to the charge</b>  |                         |   |
| Please show the names of each of the persons, security agents or trustees entitled to the charge   |                         |   |
| Name   | HSBC BANK PLC           |   |
| Name   |                         |   |
| Name   |                         |   |
| Name   |                         |   |
| Name   |                         |   |
| If there are more than four names, please supply any four of these names then<br>tick the statement below<br><input type="checkbox"/> I confirm that there are more than four persons, security agents or<br>trustees entitled to the charge |                         |   |

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Particulars of a charge

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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

A Legal Mortgage over the freehold - Plot 3, Lancaster Approach, North Killingholme

HM Land Registry Title Number(s) HS127530

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

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Particulars of a charge

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Trustee statement<sup>Ⓢ</sup>

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  
☐

<sup>Ⓢ</sup> This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

*[Handwritten Signature]*

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

Company name **HSBC BANK PLC**Address **SECURITIES PROCESSING  
PO BOX 3924**Post town **SHEFFIELD**County/Region **SOUTH YORKSHIRE**Postcode **S 1 9 B D**Country **UNITED KINGDOM**DX **712350 SHEFFIELD 19**Telephone **08456 035 366** **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](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)

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

## MR01 - continuation page

### Particulars of a charge

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#### 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



**FILE COPY**

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

Company number: 374254

Charge code: 0037 4254 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th April 2014 and created by A B.C.(GRIMSBY)LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th April 2014

A handwritten signature in black ink, appearing to be 'DT'.

Given at Companies House, Cardiff on 16th April 2014

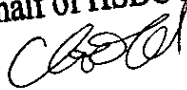


**Companies House**



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

Save for the material redacted pursuant to  
s.859G of the Companies Act 2006,  
We hereby certify this is a true and  
accurate copy of the original document.  
For and on behalf of HSBC Bank plc.



|                      |  |
|----------------------|--|
| Checker's<br>Initial |  |
|----------------------|--|

**HSBC Bank plc**

## LEGAL MORTGAGE

### IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official.

HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.

If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.

The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC Bank plc will not inform you of existing or future debts or liabilities of the Borrower.

The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Bank plc on the Borrower's behalf.

If there is more than one person named as Borrower, this Mortgage will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person.

This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future.

This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.



**Third Party Legal Mortgage A2dco**

THIS LEGAL MORTGAGE dated the  
thousand and *fourteen*

*9th*

day of *April* two

BETWEEN Mortgagor A B C (Grimsby) Limited Number 00374254  
("you")

and HSBC Bank plc ("the Bank") whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, P O Box 3924, Sheffield S1 9BD

to secure the Debt of Borrower Revs Transport Limited Number 02064699  
("Borrower", which shall additionally have the meaning set out in paragraph 2 of the Conditions)

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition) ("the Conditions") which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions

**The Main Subject Matter of this Mortgage**

**1. The Property and other assets**

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

- (a) the Property: Freehold - Plot 3 Lancaster Approach North Killingholme registered at H M Land Registry with title number: HS127530,
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property,
- (c) any shares or membership rights mentioned in paragraph 3 of the Conditions,
- (d) any goodwill of any business from time to time earned on at the Property,
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Borrower

**2. The Debt which is secured on the Property and other assets**

The Debt ("the Debt") is

- (a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in future due, or becoming due, from the Borrower to the Bank

This includes, but is not limited to (whether as originally given or subsequently varied, extended or increased in any way)

- (i) overdrafts, personal and other loans or facilities and further advances of money,
- (ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities,

**Form of Charge Filed at H M Land Registry under reference MD618V**



- (iii) discount, commission and other lawful charges and expenses,
- (iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement

(b) money agreed to be paid by you under paragraph 24 of the Conditions,

(c) any amount due under the indemnity in paragraph 33 of the Conditions

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank

**3. Restriction**

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above,

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a

written consent signed by the proprietor for the time being of the charge dated

9/4/14.

in favour of the HSBC Bank plc referred to in the Charges Register"

DO NOT WRITE

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

**IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE**


Signed as deed by A B C (Grimsby) Limited acting by

Signature  Director

Name in full

John Henry Lewis  
(Block letters)

(For use by a Company  
without a Common Seal)

Signature  Director/Secretary

Name in full

John Henry Lewis  
(Block letters)

Signed as deed by A B C (Grimsby) Limited acting by

Signature \_\_\_\_\_ Director

Name in full

\_\_\_\_\_  
(Block letters)

(For use where one director is  
authorised to sign)

In the presence of

Signature of witness  Witness


Full name of witness

LINDA LOUBRAY  
(Block letters)

Address HSBC BANK PLC,  
HSBC HOUSE, CANAL QUAY,  
LS1 2JZ

Occupation BANK OFFICIAL

For and on behalf of HSBC Bank plc

  
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