

MG01

Particulars of a mortgage or charge

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**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**  
You cannot use this form  
particulars of a charge for  
company To do this, please  
form MG01s

TUESDAY



A04

09/03/2010

43

COMPANIES HOUSE

**1 Company details**

Company number 01099302

Company name in full Bengry Motors (Leominster) Limited



For official use

**Filing 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 08/03/2010

**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

Charge on Vehicle Stocks as defined in Schedules (see Short Particulars)

**4 Amount secured**

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

Amount secured

04  
10+

All monies and liabilities which now are or shall at any time hereafter  
be due owing or incurred by Bengry Motors (Leominster) Limited ("the  
Borrower") to FCE Bank plc ("FCE") on any account or in any manner  
whatsoever whether actually or contingently and whether solely or  
jointly with any other person and whether due from the Borrower as  
guarantor indemnifier or principal debtor including without limitation all  
costs, charges, expenses and other payments for which the Borrower  
shall be liable pursuant to the charge on a full indemnity basis, and

interest on the foregoing day by day from demand until full discharge  
at the specified rate (as well after as before any judgement)

**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

✓

FCE Bank plc

Address

Central Office, Eagle Way, Brentwood, Essex

Postcode

C M 1 3 3 A R

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

By way of first floating charge all such of the present and future property and assets of the Borrower as are described in the First Schedule

By way of a first fixed charge all such of the present and future property and assets of the Borrower as are described in the Second Schedule

First schedule

ALL NEW AND USED VEHICLES ("Motor Vehicles") which are from time to time during the continuance of this security in the possession of the Borrower or in respect of which the Borrower is or may be entitled to exercise rights of possession ownership or otherwise in whatsoever capacity,

Second schedule

All proceeds of sale or other disposition of any of the Motor Vehicles,

All insurance monies receivable in respect of damage to or the destruction or loss of any of the Motor Vehicles,

All debts now or hereafter becoming due to the Borrower under the terms of any sale or other disposition of the Motor vehicles or any insurance policy or in relation to any of the Motor Vehicles,

All the Borrower's right title and interest in and the benefit including the right to receive rents hire charges or any other payments of all contracts (hereinafter called "the Contracts") for the hire or otherwise of any of the Motor Vehicles now or hereafter during the subsistence of this Charge subsisting between the Borrower or any agent director officer manager or employee or holding subsidiary or associated company of the Borrower or any person under the control of the Borrower as owner and any other person as hirer,

(cont )

# MG01

## 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

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

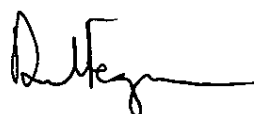
### Signature

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

# MG01

## 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 Mr David Fergusson

Company name FCE Bank plc

Address 5th Floor, 1-507

Central Office

Eagle Way

Post town Brentwood

County/Region Essex

Postcode C M 1 3 3 A R

Country

DX DX 124282 Brentwood 4

Telephone



### 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](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)

# MG01 - continuation page

## 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	<p>Second schedule cont</p> <p>The benefit of all guarantees indemnities and securities given to the Borrower in respect of any of the Contracts,</p> <p>All proceeds of sale or other disposition of any of the Contracts including any cash or credit balances on any account held operated or controlled by the Borrower,</p> <p>All debts now or hereafter becoming due to the Borrower under the terms of or in relation to any of the Contracts,</p> <p>All rights for enforcing the Contracts and all rights for enforcing all guarantees indemnities and securities given to the Borrower in respect thereof</p> <p>Appendix</p> <p>During the continuance of this security the Borrower shall not without the prior consent of FCE raise any loan or incur any obligation on the security of the Mortgaged Property or create or permit to come into being any mortgage charge or assignment to the Mortgaged Property or allow any lien to remain or to be created on or distress levied against the Mortgaged Property</p> <p>During the continuance of this security the Borrower shall not without the prior written consent of FCE sell pledge assign transfer lease or otherwise dispose of or deal with the Contracts or any part thereof or with the book or other debts forming part of the Mortgaged Property and in the case of the book or other debts forming part of the Mortgaged Property the Borrower shall not release compound set-off or exchange all or any of the same whether by way of factoring block discounting or in any other way whatsoever whereby their recovery by the Borrower or by or on behalf of FCE will or may be prevented impeded or delayed</p> <p>During the continuance of this security the Borrower shall not without the prior written consent of FCE amend or alter its Memorandum and Articles of association or issue or redeem any security</p>	



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

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

**COMPANY NO. 1099302  
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE ON VEHICLE STOCKS  
DATED 8 MARCH 2010 AND CREATED BY BENGRY MOTORS  
(LEOMINSTER) LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO FCE BANK PLC 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 9 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2010

21/4/10



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES