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

MR01

Particulars of a charge



Companies House

Company number O 1 5 3 7 7 7 5 Company name in full BICKFORD TRUCK HIRE LIMITED Charge creation date Charge creation date Charge creation date Charge creation date Please show the names of each of the persons, security agents or trustees entitled to the charge. Please show the names of each of the persons, security agents or trustees entitled to the charge. Name PACCAR FINANCIAL PLC Name		Go online to file this information www.gov.uk/companieshouse A fee is be payable with this form Please see 'How to pay' on the	Interes en la companya da la companya da companya da companya da companya da companya da companya da companya d
This form must be delivered to the Registrar for registration within 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 endose a certified copy of the instrument with this form. This will be scanned and placed on the public record. Do not send the original. Company details Company name in full BICKFORD TRUCK HIRE LIMITED BICKFORD TRUCK HIRE LIMITED Charge creation date Please show the names of each of the persons, security agents or trustees entitled to the charge Please show the names of each of the persons, security agents or trustees entitled to the charge. Name PACCAR FINANCIAL PLC If there are more than four names, please supply any four of these names then tick the statement below. I confirm that there are more than four persons, security agents or	1	You may use this form to register a charge created or evidenced by register a charge where there is instrument. Use form MP08	1.701.2010 111111
Company details Same For of		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	COMPANIES HOUSE
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Company name in full BICKFORD TRUCK HIRE LIMITED bold black capitals. All fields are mandatory uspecified or indicated by specified or indicated b	Company number	0 1 5 3 7 7 5	→ Filling in this form
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tick the statement below. I confirm that there are more than four persons, security agents or	Name		-

	MRO1 Particulars of a charge	
4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some
Brief description	DEBENTURE (CHARGE ON UNDERLYING HIRE CONTRACTS) ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CHARGEE UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE	of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.	
	☑ Yes □ No	
3	Trustee statement •	<u> </u>
	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.	This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
	Please sign the form here.	
ignature	Signature X)*
	This form must be signed by a person with an interest in the charge.	

MR01 Particulars of a charge

Presenter information You do not have to give any conta

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. The contact information you give will be visible to searchers of the public record.

Contact name	MICHAEL ALLDEN
Company name	PACCAR FINANCIAL PLC
Address	HADDENHAM BUSINESS PARK
PEGAS	SUS WAY
Post town	HADDENHAM
County/Region	BUCKS
Postcode	H P 1 7 8 L J
Country	UK
DX	
Telephone	01844 268950

✓ 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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1537775

Charge code: 0153 7775 0008

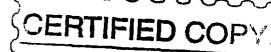
The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th January 2019 and created by BICKFORD TRUCK HIRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2019.

Given at Companies House, Cardiff on 16th January 2019









DEBENTURE (CHARGE ON HIRE CONTRACTS)

THIS CHARGE is made D9 JANUARY 2019 2018 between

- (1) PACCAR FINANCIAL PLC whose registered office is at 9400 Garsington Road, Oxford Business Park,
 Oxford OX4 2HW ("the Debenture Holder") and
- (2) BICKFORD TRUCK HIRE LIMITED whose registered office is at Paradise Lane, off New Road, Featherstone, Wolverhampton WV10 7NZ ("the Company")

1. DEFINITIONS

In this Debenture unless there is something in the subject or context inconsistent therewith the following expressions shall have the following respective meanings -

"the Goods" each and every item of plant machinery and/or equipment which may from time to time be hired by the Company

from the Debenture Holder including without limitation cars, trucks, light commercial vehicles, vans, mobile plant, forklift trucks and including all accessories replacements and spare parts for the time being attached to and/ or

forming part of such plant machinery and/or equipment.

"the Hire Contracts" each and every contract of hire of the Goods from time to time subsisting between the Company and any other

person apart from the Debenture Holder

"the Hire Debts" all sums now and from time to time hereafter due owing or incurred to the Company under the Hire Contracts

"Interest" interest calculated on a day to day basis on all monies and liabilities from time to time hereby secured payable at the

rate and in the manner specified in Clause 3

"the Debenture Holder" PACCAR Financial PLC and where the context, so permits its successors in title and assigns and any other

registered holder for the time being of this Debenture

"Monies and liabilities" all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Debenture

Holder by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Debenture Holder relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of the Debenture Holder (but so that Interest

shall be computed as herein provided)

"Events of Default" The various events or circumstances referred to in Clause 10

Reference to any Act shall be deemed to include any statutory modification or re-enactment thereof or any rules or regulations made thereunder or any enactment repealed and replaced by the Act referred to

Words importing the singular number only shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender, the expression "person" and words importing persons shall be deemed to include firms companies or corporations

2. COVENANT FOR REPAYMENT

The Company shall in the absence of express written agreement of the Debenture Holder to the contrary and subject to Clause 10 on demand pay to the Debenture Holder and discharge all monies and liabilities which now are or which at any time or times hereafter shall become due owing or incurred by the Company to the Debenture Holder

3. INTEREST

The Company will during the continuance of this security pay to The Debenture Holder interest on any sum which is due and owing to the Debenture Holder and in respect of which demand has been made pursuant to Clause 2 at the rate of five per cent (5%) over the Finance House Base Rate for the time being per annum from the relevant due date to the date of payment such interest to run after as well as before any judgment is obtained

4. SECURITY

As security for the payment and discharge by the Company to the Debenture Holder of all monies and liabilities hereby covenanted to be paid by the Company and all other sums intended to be hereby secured (including any charges or expenses arising out of or in connection with any acts or matters referred to in this Debenture) the Company HEREBY CHARGES with full title guarantee by way of first floating charge the benefit of all the Hire Contracts including without limitation the right to receive the Hire Debts and so that the charge hereby created shall be a continuing security

5. SALES AND DISPOSALS OF THE GOODS

- (1) It is hereby expressly agreed and declared that the Goods shall unless otherwise expressly agreed in writing by the Debenture Holder remain the property of the Debenture Holder and any proceeds of sale or other disposition of the Goods in contravention of the prohibition contained in subclause (2) of this Clause 5 shall be paid to the Debenture Holder forthwith after receipt by or on behalf of the Company and without having been made by the Debenture Holder
- (2) The Company shall have no power and shall not be entitled to sell or in any other way dispose of all or any of the Goods save for the purpose of letting the Goods on hire pursuant to the Hire Contracts
- (3) The Company shall not create or permit to subsist any mortgage charge hen pledge or other security over the Goods.

6. HIRE DEBTS

- (1) The Company shall not except with the prior written consent of the Debenture Holder--
- (a) Purport to create or permit to subsist over all or any of the Hire Debts any mortgage charge lien pledge or other security other than the Charge hereby created, or
- (b) Release exchange compound set-off grant time or indulgence in respect of or in any other manner deal with all or any of the Hire Debts save as hereinafter expressly provided, or
- (c) Deal with the Hire Debts otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other or discounting any or all of the Hire Debts
- (2) If called upon so to do by the Debenture Holder the Company shall execute a legal assignment of the Hire Debts to the Debenture Holder in such terms as the Debenture Holder may require and give such notice thereof to the debtors from whom the Hire Debts are due owing or incurred and take any such other steps as the Debenture Holder may require to perfect such legal assignment

7. REPAIRS, INSURANCE AND CONDUCT OF BUSINESS

- (1) During the continuance of this security the Company shall -
- (a) Keep full and proper books accounts and records relating to the Goods the Hire Contracts and the Hire Debts
- (b) Keep all the Goods in good repair and working order and take all reasonable precautions to protect the Goods from damage or deterioration (howsoever arising) provided that while any of the Goods are in the possession of the hirers pursuant to the Hire Contracts the Company's obligations under this sub-clause (1) (b) of Clause 7 shall be limited to using its best endeavours to ensure that such hirers make good any damage or want of repair in relation to such Goods which comes to the notice of the Company
- (c) Permit the Debenture Holder or any person authorised by it at any time or from time to time to enter the Company's premises to examine the state of such or the Goods as are thereon and to inspect the Company's books accounts and records relating to the Goods the Hire Contracts and the Hire Debts.
- (d) Insure and keep insured in an office to be approved by and in the name of the Debenture Holder the Goods against loss or damage by fire and such other risks and contingencies as are in accordance with sound commercial practice and in such respective amounts as the Debenture Holder may from time to time require to the full insurable value thereof and produce to the Debenture Holder the receipts for the current premiums within seven days after their becoming due and payable or at any other time as may be requested by the Debenture Holder failing which the Debenture Holder may at the expense of the Company effect or renew any such insurances as the Debenture Holder fail deem fit
- (e) Duly and punctually discharge all the Company's obligations under the Hire Contracts and duly observe and perform the terms and conditions of all hire-purchase and leasing contracts subsisting from time to time between the Company and the Debenture Holder.
- (f) Notify the Debenture Holder as soon as payment due under any of the Hire Contracts is in arrears for 21 days and forthwith of any material breach of any term of the Hire Contracts by the relative hirer and take at the Company's expense such steps as the Debenture Holder may require to enforce the Company's contractual rights or to terminate the relative Hire Contract and recover possession of the Goods hired out thereunder
- (g) Ensure that all the Hire Contracts entered into after the date of issue of this Debenture shall be in the form approved by the Debenture Holder or such other form as the Debenture Holder may approve from time to time.
- (h) Carry on and conduct its business in a proper and efficient manner and not make any substantial alterations in the nature of that business
- (2) Unless otherwise agreed in writing by the Debenture Holder all moneys which may be any time hereafter be received or receivable under any insurance effected by the Company pursuant to sub-clause (1)(d) of this Clause 7 shall be applied in replacing restoring or reinstating the Goods so destroyed or damaged unless the Debenture Holder directs that payment of such moneys or any proportion thereof shall be made to the Debenture Holder in or towards repayment of the moneys hereby secured
- (3) In default of prompt action by the Company to comply with any or all of the obligations specified in sub-clause (1) of this Clause 7 the Debenture Holder may take any steps itself in the name of the Company in order to enable compliance to be made with such obligations and all costs and expenses incurred by the Debenture Holder in connection therewith shall be payable by the Company on demand

8. POWERS AND RIGHTS OF THE DEBENTURE HOLDER

- (1) This Debenture shall constitute and be a continuing security to the Debenture Holder notwithstanding any settlement of account the reduction or repayment of the amount for the time being owing or any other matter or thing whatsoever
- (2) The security hereby created is in addition to any other security or securities which the Debenture Holder may now or from time to time hold or take from the Company
- (3) The Debenture Holder may, at any time after the occurrence of any of the events referred to in Clause 10, by notice in writing to the Company convert the floating charge created by Clause 4 with immediate effect into a fixed charge as regards any property or assets specified in such notice

9. FINANCIAL INFORMATION

During the continuance of this security the Company shall furnish to the Debenture Holder yearly or more often if required at the Company's expense a balance sheet profit and loss account and trading accounts showing the true position of the Company's affairs at a date not more than six months earlier and certified by the auditors for the time being of the Company and also from time to time such other information respecting the affairs of the Company as the Debenture Holder may reasonably require

10. EVENTS OF DEFAULT

The monies and liabilities hereby secured shall become immediately payable and the security hereby constituted shall become immediately enforceable upon the happening of any of the following events -

- (1) Any of the monies and liabilities become due and payable and are unpaid
- (2) If any distress execution sequestration or other process is levied or enforced upon all or any of the Goods
- (3) If the Company is unable to pay its debts whether within the meaning of Section 12 of the insolvency Act 1986 or otherwise
- (4) If the Company certifies that it is unable to pay its debts as and when they fall due
- (5) If there shall be any breach of the terms and conditions of this Debenture and if capable of remedy such breach is not remedied within 14 days after the Company has received notice in writing from the Debenture Holder requiring the same to be remedied save that this sub-clause (5) of Clause

10 shall not apply to a breach by the Company of the obligation to pay and discharge all monies and liabilities in the manner specified in Clause 2

- (6) If a petition is presented or an order is made or an effective resolution passed for winding up the Company otherwise than for the purpose of reconstruction or amalgamation on terms previously approved by the Debenture Holder
- (7) If the Company shall convene a meeting of or propose or enter into any arrangement with its creditors
- (8) If the Company stops payment or ceases to carry on its business or substantially the whole thereof or threatens to cease to carry on the same
- (9) The commencement by the Company of a volountary winding up under any applicable bankruptcy or insolvency law or the appointment of a receiver, administrator, liquidator, assignee, trustee, sequestrator (or similar official) of the Company of all or substantially all of the Hire Debts or property of the Company, or the ordering of the winding up or liquidation of its affairs
- (10) If any representation or statement made by the Company in this Debenture or in any notice or other document, certificate or statement delivered by it pursuant hereto or in connection herewith or proves to have been incorrect or misleading when made

11. APPOINTMENT OF RECEIVER

- (1) Upon the occurrence of an Event of Default the Debenture Holder may from time to time appoint by writing under the hand of a duly authorised officer of the Debenture Holder any person to be a Receiver of all or any of the Hire Debts and may from time to time in writing under the hand of a duly authorised officer of the Debenture Holder remove any Receiver so appointed and appoint another in his stead
- (2) Section 109(i) of the Law of Property Act 1925 shall not apply to this Debenture.
- (3) A Receiver so appointed shall be the agent of the Company and the Company shall be solely responsible for his acts defaults and remuneration
- (4) A Receiver so appointed shall have all of the powers conferred by the Law of Property Act 1925 on Mortgagors and on Mortgagees in possession and on Receivers under that Act and, in particular, shall have power -
- (a) To take possession of collect and get in the Hire Debts and for that purpose to take any proceedings in the name of the Company or otherwise as may seem expedient
- (b) To carry on or manage or concur in carrying on or managing the business of the Company and for that purpose to raise money on any part of the Hire Debts in priority to this security or otherwise
- (c) To sell and assign all or any of the Hire Debts or Hire Contracts in respect of which the Receiver is appointed in such manner and generally on such terms and conditions as he thinks fit,
- (d) To make any arrangement or compromise which he or the Debenture Holder may think expedient,
- (e) To make and effect any repairs renewals and improvements of and/ or to the Goods which he or the Debenture Holder may think expedient and to maintain or renew all insurances,
- (f) To appoint mangers, officers, servants, workmen and agents for the aforesaid purpose at such salaries and for such periods as he may determine.
- (g) To take any indemnity from the Company from and against all actions claims expenses demands and liabilities whether arising out of contract or out of tort or in any other way incurred by him or by any manager agent officer servant or workman for whose debt default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the Debenture or under any appointment duly made under the provisions of this clause and if he thinks fit but without prejudice to the foregoing to effect with any insurance company or office or underwriters any policy or policies of insurance either in lieu or satisfaction of in addition to such indemnity from the Company,
- (h) In the name of the Company to exercise all the powers and rights of an absolute owner and to do or admit to do anything which the company itself could do or omit to do
- (i) To do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Receiver lawfully may or can do as agent for the Company
- (5) All monies received by the Receiver shall be applied by him for the following purposes subject to the claims of the secured and unsecured creditors (if any) ranking in priority to the Debenture and in the following order -
- (a) In payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of the powers aforesaid and of all outgoings properly paid by him.
- (b) In payment of remuneration to the Receiver at such rate as may be agreed between him and the person by whom the appointment is made
- (c) In or towards payment to the Debenture Holder of all monies and liabilities payment of which is hereby secured
- (d) Any surplus shall be paid to the Company or other person entitled thereto.
- (6) The Debenture Holder shall not nor shall any Receiver or Receivers appointed hereunder be liable to account as mortgagee or mortgagees in possession in respect of all or any of the Hire Debts or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Hire Debts for which a mortgagee in possession might as such be liable and all costs charges and expenses incurred by the Debenture Holder or any Receiver or Receivers appointed hereunder (including the costs of any proceedings to enforce the security hereby given) shall be paid by the Company

12. POWER OF SALE

- (1) Notwithstanding any other provisions of this Debenture, the Power of Sale and other powers conferred upon the Mortgagee by Section 101 of the Law of Property Act as varied or extended by this Debenture including the power to appoint a receiver shall arise immediately upon the execution of this Debenture.
- (2) Section 103 of the Law of Property Act 1925 shall not restrict the exercise by the Debenture Holder of the statutory power of sale conferred upon it by Section 101 of that Act which power may be exercised by the Debenture Holder without notice to the Company on or at any time after any part of the monies and liabilities hereby secured shall have become payable but are unpaid or upon or at any time after the occurrence of an Event of Default and the provisions of the said Act relating to and regulating the exercise of the said power of sale shall, so far as they relate to the Hire Contracts or the Hire Debts, be extended and varied accordingly
- (3) The foregoing powers of appointment of a Receiver referred to in Clause 11 shall be in addition and without prejudice to all statutory and other powers of the Debenture Holder under the Law of Property Act 1925 or otherwise and so that such powers shall be and remain exercisable by the Debenture Holder in respect of any of the Hire Debts in respect of which no appointment of a Receiver by the Debenture Holder shall from time to

time be subsisting and that notwithstanding that an appointment under the powers of sub-clauses (1) and (3) of Clause 11 shall have subsisted and been withdrawn in respect of particular Hire Debts or shall be subsisting in respect of any other Hire Debts

The Company hereby irrevocably appoints the Debenture Holder and any Receiver appointed by the Debenture Holder jointly and also severally the Attorney and Attorneys of the Company for the Company and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid

The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this security

The provisions of Section 196 of the Law of Property Act 1925 with respect to notices required or authorised by that Act to be served on mortgagors shall apply to any notice required or authorised by or under this Debenture to be served on or given to the Company or the Debenture Holder.

16. PRIOR CHARGES

- (1) The Company hereby represents to the Debenture Holder that they are not now and will not during the continuance of this security without the prior written consent of the Debenture Holder first had and obtained be any prior mortgages charges liens pledges or encumbrances on the Hire Debts
- (2) In the event of any action proceedings or steps being taken to exercise or enforce any powers or remedies conferred by any prior mortgage charge or encumbrance against the Hire Debts the Debenture Holder may redeem such mortgage charge or encumbrance or procure the transfer thereof to itself and may settle and pass the account of the prior mortgagee chargee or encumbrancer and any accounts so settled and passed shall be conclusive and binding on the Company and all principal moneys interest costs charges and expenses of and incidental to such redemption and transfer shall be paid by the Company to the Debenture Holder on demand with Interest thereon from the time or respective times of the same having been paid or incurred and until payment the Hire Debts shall stand charged with the amount so to be paid with Interest

17. COSTS

All the cost charges and expenses of the Debenture Holder including the costs charges and expenses incur-red in the preparation and execution of this Debenture and the carrying of the same effect and any stamp duty thereon shall be paid by the Company and in default shall be charged on this Hire Debts on the terms and conditions herein contained

18. LAW AND JURISDICTION

- (1) This Debenture shall be governed by and construed in accordance with English Law
- (2) The Company hereby irrevocably agrees for the benefit of the Debenture Holder that the courts of England shall have non-exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with this Debenture and, for such purposes, irrevocably submits to the jurisdiction of such courts

EXECUTED AS A DEED ON (date) 09 JANUARY 2019

FOR AND ON BEHALF OF THE COMPANY BY:

Director

Director/ Company Secretary

Name (print)

Name (print) DOVID BICKFORD

Name (print) LORAN BICKFORD