



Registration of a Charge

Company name: **HEAVYWEIGHT AIR EXPRESS LIMITED**

Company number: **03410368**



X4HWK40J

Received for Electronic Filing: **13/10/2015**

Details of Charge

Date of creation: **13/10/2015**

Charge code: **0341 0368 0009**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GRAHAM ROBERTSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3410368

Charge code: 0341 0368 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th October 2015 and created by HEAVYWEIGHT AIR EXPRESS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th October 2015 .

Given at Companies House, Cardiff on 14th October 2015

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEED OF ADMISSION is made the 13 day of OCTOBER 2015

BETWEEN:

- (1) **THE SEVERAL COMPANIES** specified in Part I of the schedule hereto (the "**Existing Companies**");
- (2) **THE COMPANIES** specified in Part II of the schedule hereto (the "**Further Companies**"); and
- (3) **LLOYDS BANK plc** (the "**Bank**")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 2nd December 2010 and made between the Existing Companies named in Part I of the schedule (1) and the Bank (2) as supplemented by deeds dated 10th August 2012, 14th February 2014 and 12th November 2014 (the said Omnibus Guarantee & Set-Off Agreement as so supplemented is hereinafter referred to as the "**Principal Deed**")

NOW THIS DEED WITNESSETH as follows:

1. In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.
2. The parties hereto hereby agree that the Further Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):
 - 2.1 each of the Further Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand:
 - 2.1.1 all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by any one or more of the Existing Companies or any one or more of the other Further Companies anywhere in any manner whatsoever without limitation whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law including:
 - (a) in the case of the liquidation, administration or dissolution of any such Existing Company or any such other Further Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (b) in the event of the discontinuance by any means of the Guarantee in respect of any Existing Company or any such of the other Further Companies, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company or any other Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company and each other Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company or each other Further Company; and

- 2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- 2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- 2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand:

- 2.2.1 all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by the Further Companies anywhere in any manner whatsoever without limitation whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law including:
- (a) in the case of the liquidation, administration or dissolution of the any of the Further Companies, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by the any of the Further Companies if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (b) in the event of the discontinuance by any means of the Guarantee in respect of the Further Companies, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Further Company;
- 2.2.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and each Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of

an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

- 2.2.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or the any of the Further Companies or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2.2.2 above on each such sum from the date that the same was incurred or fell,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- 2.2.4 each of the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies or the Existing Companies or any of them:

- (a) combine or consolidate all or any of the Accounts with all or any of the Principals Liabilities; and
- (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals Liabilities;

- 2.2.5 each of the Further Companies and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of the Secured Obligations.

3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 22 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if the each of the Further Companies had been one of the Companies parties to the Principal Deed.
4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 30th November 2010 appointing any two Directors or a Director and the Company Secretary for this purpose in accordance with section 74(4) of the Law of Property Act 1925 or applicable law of any jurisdiction and all other powers thereto enabling it.

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
HAF Group Limited	05961281	3 Cygnus Court, Beverley Road East Midlands Airport Derby Derbyshire DE74 2SA
Cargo Link Express Limited	03545119	Unit 3 Cygnus Court, Beverley Road Castle Donington Derby DE74 2TG
DCA Cargo Limited	03884189	Unit 3 Cygnus Court, Beverley Road Castle Donington Derby DE74 2TG
Duncan International Trading Ltd.	04617243	3 Cygnus Court, Beverley Road East Midlands Airport Derby Derbyshire DE74 2SA
Heavyweight Air Express Limited	03410368	3 Cygnus Court, Beverley Road, East Midlands Airport Derby DE74 2SA
Belfast Airport Handling Limited	04438471	Unit 3 Cygnus Court, Beverley Road Castle Donington Derby DE74 2SA
Napier Oban Wolfe Limited	03810660	Unit 3 Cygnus Court, Beverley Road Castle Donington Derby DE74 2TG
Heavyweight Air Express Ltd	00325862	238 Malahide Marina Malahide Co. Dublin Ireland

HAE Global Limited
(formerly HAE Newco Limited)

08135817

3 Cygnus Court,
Beverley Road,
East Midlands Airport,
Derby,
Derbyshire,
United Kingdom
DE74 2SA.

Traveltext Limited

08269261

3 Cygnus Court,
Beverley Road,
East Midlands Airport,
Derby,
Derbyshire,
United Kingdom
DE74 2SA.

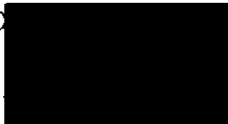
Part II - The Further Companies

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Transport Security Associates Limited	05981796	3 Cygnus Court, Beverley Road, East Midlands Airport, Derby, Derbyshire, United Kingdom DE74 2SA.
Air Liaison Limited	02574742	Unit 3 Cygnus Court, Beverley Road, East Midlands Airport, Derby, Derbyshire, United Kingdom DE74 2TG
East Midlands Airport Handling Limited	07840551	3 Cygnus Court, Beverley Road, East Midlands Airport, Derby, Derbyshire, United Kingdom DE74 2SA.

SIGNED as a deed by **Transport Security Associates Limited** acting by its:

COLIN WHITE.....(insert full name)

NEVILLE KARAI.....(insert full name)

D .....(signature)

Director/Secretary*
.....(signature)

in the presence of

Witness: (name)

.....(signature)

Address:

Occupation:

SIGNED as a deed by **Air Liaison Limited** acting by its:

COLIN WHITE.....(insert full name)

NEVILLE KARAI.....(insert full name)

D .....(signature)

Director/Secretary*
.....(signature)

in the presence of

Witness: (name)

.....(signature)

Address:

Occupation:

SIGNED as a deed by **East Midlands Airport Handling Limited** acting by its:

JONATHAN NCKINNEY.....(insert full name)

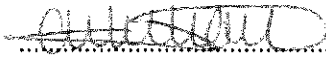
~~COLIN WHITE~~.....(insert full name)
~~NEVILLE KARAI~~

Director .....(signature)

.....(signature)

in the presence of

Witness: EMMA WILLIAMS..... (name)

.....(signature)

Address: 3 HENRI COX.....

EAST MIDLANDS AIRPORT

DERBY.....

Occupation: ACCOUNTANT.....

SIGNED as a deed by **HAE Group Limited** acting by its:

.....COLIN WHITE.....(insert full name)

Di

..........(signature)

.....NEVILLE KARA.....(insert full name)

Director/Secretary*

..........(signature)

in the presence of

Witness: (name)

.....(signature)

Address:

.....

.....

Occupation:

SIGNED as a deed by the Existing Companies other than **HAE Group Limited** acting by **HAE Group Limited** their duly authorised attorney acting by its:

.....COLIN WHITE.....(insert full name)

Di

..........(signature)

.....NEVILLE KARA.....(insert full name)

Director/Secretary*

..........(signature)

in the presence of

Witness: (name)

.....(signature)

Address:

.....

.....

Occupation:

* Delete as applicable.