Companies House

MR01(ef)

Registration of a Charge

Company name: **A & S GREENWAY LIMITED**

Company number: **04600897**

X40J20JS

Received for Electronic Filing: **04/02/2015**

Details of Charge

Date of creation: **02/02/2015**

Charge code: **0460 0897 0002**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **BABITA SHARMA**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4600897

Charge code: 0460 0897 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2015 and created by A & S GREENWAY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2015 .

Given at Companies House, Cardiff on 5th February 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

Debenture Company (0910)

THIS DOCUMENT AND THE BANK'S DEBENTURE TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Owner: A & S Greenway Limited **Registered No:** 04600897

Bank: The Royal Bank of Scotland plc

The Bank's Debenture Terms form part of this deed and are available to be read and printed online.

To access the Terms go to **www.rbs.co.uk/terms** and enter **deb0910,** or a copy can be obtained from the Owner's Relationship Manager or the contact at the Bank who supplied this deed.

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.

1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:

1.2.1 the **Property** charged by Clause 2. References to Property include any part of it.

1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, gives to the Bank:

2.1 a fixed charge over the following property of the Owner, owned now or in the future:

2.1.1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land.

2.1.2 all plant and machinery, including any associated warranties and maintenance contracts.

2.1.3 all the goodwill of the Owner's business.

2.1.4 any uncalled capital.

2.1.5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.

A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.

2.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments.

2.2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank.

3. **Appointment of Receiver or Administrator**

The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner.

4. **Restrictions**

The Owner will not, without the Bank's consent:

4.1 permit or create any mortgage, standard security, charge or lien on the Property.

4.2 dispose of the Property charged by Clause 2.1.

4.3 dispose of the Property charged by Clause 2.2, other than in the ordinary course of business.

4.4 call on, or accept payment of, any uncalled capital.

4.5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements.

4.6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.

4.7 dispose of, part with or share possession or occupation of any of its Land.

Executed and **Delivered** as a deed by the Owner

[redacted]
Director

Director/Secretary

Where only one Director signs, a witness is required

Signed by the Director in the presence of:

[redacted]

Witness' signature

Witness' name in full IAN MACNAMEE

Address [redacted]

Occupation [redacted]

Date 0 2 0 2 1 5

You must date the document

Signed for the Bank

[redacted]