

MG01

Particulars of a mortgage or charge

384746/13



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LASERFORM

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 for

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

THURSDAY



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AXG0USIR

17/03/2011

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COMPANIES HOUSE

1

Company details

Company number 05700025

Company name in full Cargo-D Limited (the "Company")

→ **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 08/03/2011

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 Chattel Mortgage made between the Company and Close Asset Finance Limited (Company Number 02053453) (the "Lender") (the "Chattel Mortgage")

4

Amount secured

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

Amount secured All or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Lender shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual rates and practice of the Lender as well after as before any demand made or decree obtained under or in relation to the Chattel Mortgage (the "Secured Obligations")

Continuation page

Please use a continuation page if you need to enter more details

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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 Close Asset Finance Limited /

Address 6th Floor, Tolworth Tower, Ewell Road,

Tolworth, Surbiton, Surrey

Postcode K T 6 7 E L

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

The Equipment and all of the right, title, interest and benefit of the Company (present and future, actual and contingent) in and to

- (a) any warranties given by any manufacturer, supplier or other person in relation to the Equipment,
- (b) any agreement for the repair, overhaul, modification, maintenance or servicing of or to the Equipment, and
- (c) the Insurances, and
- (d) all amounts whatsoever which and may at any time be earned by or become payable to or for the account of the Company arising out of the ownership, possession, use or operation of the Equipment by the Company including but not limited to all hire or other contract relating to the Equipment, all payments for any variation on termination of any such contract and all damages for any break of any such contract,

(together, the "Secured Property")

Charge and Assignment

In consideration of the Lender agreeing to make the facility available to the Company upon the terms and conditions of the Facility Agreement and as a continuing security for the due and punctual performance and discharge of the Secured Obligations, the Company, with full title guarantee and by the Chattel Mortgage, has charged to the Lender by way of first fixed charge and has assigned to the Lender absolutely by way of mortgage, the Secured Property

Negative Pledge

By the Chattel Mortgage, the Company has undertaken in favour of the Lender that throughout the Security Period it will

- (a) not create or attempt or agree to create or permit or suffer to exist any Security Interest over all or any part of the Secured Property, and
- (b) not grant in favour of any other person any interest in or any option or other right in respect of the Secured Property

(continued)

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>Definitions</p> <p>"Equipment" means six rail carriages with serial numbers Mk2F FO 3366, Mk2E BSO 9506, Mk2E TSO 5810, Mk2E TSO 5901, MK2F TSO 5919, Mk2F TSO 5995 (and, where the context permits, any item of the foregoing) together with all replacements, renewals and component parts thereof and all additions and accessories thereto which form an integral part thereof,</p> <p>"Facility Agreement" means a loan agreement dated on or about the date of the Chattel Mortgage and made between (1) the Company as borrower, (2) the Lender as lender,</p> <p>"Insurances" means any and all contracts or policies of insurance and reinsurance required to be effected and maintained under the Chattel Mortgage,</p> <p>"Security Interest" means any mortgage, charge, pledge lien or other security interest securing any obligation of any person or any other agreement having similar effect, and</p> <p>"Security Period" means the period beginning on the date of the Chattel Mortgage and ending on the day on which all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full</p>	

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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

Nil

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

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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 **Suzanne Taylor**

Company name **DWF LLP**

Address **Scott Place**

2 Hardman Street

Post town **Manchester**

County/Region

Postcode **M 3 3 A A**

Country

DX **14313 Manchester**

Telephone **0161 604 1648**



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,
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 or email 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5700025
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED 8
MARCH 2011 AND CREATED BY CARGO-D LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CLOSE ASSET FINANCE LIMITED 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 17 MARCH 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2011



Companies House
— for the record —



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