



Registration of a Charge

Company name: **ROANZA LIMITED**

Company number: **08865644**

Received for Electronic Filing: **10/01/2019**



X7WUFN1F

Details of Charge

Date of creation: **08/01/2019**

Charge code: **0886 5644 0004**

Persons entitled: **LIBERTY LEASING LIMITED**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **K WARDER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8865644

Charge code: 0886 5644 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th January 2019 and created by ROANZA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2019 .

Given at Companies House, Cardiff on 14th January 2019

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

SUPPLEMENTAL CHATTEL MORTGAGE

Liberty Leasing Ltd Liberty House, Brook Avenue, Worsash, Southampton, Hampshire SO31 9HP	Co Reg No 04302060
	AGREEMENT No. 90760111

SCHEDULE (which forms part of this Deed of Supplemental Chattel Mortgage)

PARTICULARS OF COMPANY	
Company Name ("the Company")	Company Reg. No.
ROANZA LIMITED	08865644
Full names of Directors	
ROY REED & MICHAEL JONES	
Address of Company	
THE ENZA BUILDING	
LEACROFT ROAD	
WARRINGTON	
Post Code	WARRINGTON
WARRINGTON	WARRINGTON
Post Code	WARRINGTON
Post Code	WARRINGTON
Telephone	01925 847100
Telephone	

PARTICULARS OF GOODS	Registration number	Chassis Number	Serial Number / Engine Number	Date of manufacture / first registration
As per attached schedule of goods				

SIGNATURES	
WITNESS TO THE COMPANY'S SIGNATURE	To: Liberty Leasing Ltd
Signature	Before we signed this Deed of Supplemental Chattel Mortgage, all the details requiring completion were completed to our satisfaction. We have read and understood the Terms of the Deed set out below.
Name	EXECUTED and DELIVERED as a DEED on
Address	by The Company acting by its authorised offices:
Occupation	x [Signature] Director
Signature for and on behalf of Liberty Leasing Ltd	Company Secretary/Director
Date	Director's full name in block capitals:
	x MICHAEL JONES
	Director's/Secretary's full name in block capitals
	The Signatories warrant that they have authority to bind the Company to this Deed.

CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

Minutes of a meeting of the Directors properly convened and held on 3rd January 2019 at (Address) Leacroft Road, Warrington WARRINGTON

It was reported to the meeting that:

- (1) A quorum of directors was present and the meeting had been properly convened.
- (2) It is proposed that LIBERTY LEASING LTD ("LIBERTY") will purchase certain goods (as detailed in the attached supplemental chattel mortgage document "the Goods") from the Company and that the Company and LIBERTY will then enter into a lease purchase agreement in order for the Goods to be hired back to the Company. These proposed arrangements are referred to as "the Transaction" in these minutes. The form of the proposed lease purchase agreement was then produced to the meeting ("the Lease Purchase Agreement").
- (3) It is a condition of the Transaction that the Company enters into a supplemental chattel mortgage in order for LIBERTY to receive a first ranking mortgage over any Goods where title fails to vest absolutely and effectively in LIBERTY for any reason (the Non-Vesting Goods") and certain assets and rights related to the Goods and any Non-Vesting Goods (together with the Non-Vesting Goods, "the Assets"). The form of the proposed supplemental chattel mortgage was produced to the meeting ("the Supplemental Chattel Mortgage"). It was noted that the Supplemental Chattel Mortgage will be as security for all monies and liabilities now and from time to time in the future owing to LIBERTY.

Each director confirmed that he or she has no interest in any of the matters covered above and in the proposed resolutions which is required to be disclosed for the purposes of the Articles of Association of the Company or any other reason other than by virtue of having granted any guarantee or indemnity to LIBERTY in respect of the obligations of the Company to LIBERTY or being a director or shareholder in any company which has given any such guarantee or indemnity.

IT WAS RESOLVED

1. That the Company shall enter into the Transaction with LIBERTY and mortgage its right, title and interest in the Assets (if any) to LIBERTY as security under the terms of the Supplemental Chattel Mortgage in the form produced to the meeting or with such amendments as any officer may approve.
2. That the Company should execute and deliver to LIBERTY the Lease Purchase Agreement under hand and the Supplemental Chattel Mortgage as a deed each in the form produced to the meeting or with such amendments as any officer may approve.
3. That any officer from time to time of the Company be irrevocably authorised to negotiate and commit the Company to any variation of the terms of the Lease Purchase Agreement and the Supplemental Chattel Mortgage, and to execute under hand on behalf of the Company any variation of the terms of the Lease Purchase Agreement.
4. That the entry of the Transaction, the Lease Purchase Agreement and the Supplemental Chattel Mortgage is in the commercial interests of the Company and within the objects of the Company as stated in its Memorandum of Association, and that the granting of the security and other rights under the Supplemental Chattel Mortgage will be for the benefit of the Company and its businesses.
5. That the Company is solvent and that the Transaction will not result in the Company being unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
6. That the Company Secretary file the necessary forms at Companies House and update the Company's charges register.

TO: LIBERTY LEASING LTD

WE CERTIFY that the above is a true copy of the Resolution of the Board of Directors of the Company; and that the deed of Supplemental Chattel Mortgage attached to this certificate is in the form of the deed presented to and approved by the meeting; that the obligations in the Supplemental Chattel Mortgage and Lease Purchase Agreement will be binding upon the Company; that were dated on the same date on which they were signed; that the Memorandum and Articles of Association of the Company in force at such date and other particulars of the Company and its directors and secretary are those filed at the Companies House on the date which is 30 days before the date of this certificate and will not change during the 30 days after the date of this certificate; and that the Company has not granted any charge or similar which was not registered at Companies House within 30 days prior to such date and will not do so during the 30 days after the date of the certificate.

Signature [Signature] Position in relation to the Company FINANCE DIRECTOR Name of Signatory MICHAEL JONES Date 3/1/19

SCHEDULE OF GOODS

This is the Schedule of Goods referred to in the agreement between
LIBERTY LEASING LTD and ROANZA LTD

Dated: 8/1/19

Agreement number: 9076/LL

Particulars of Goods:

Reg No:

Mercedes Vito 111
Chassis: WDF44760323421169
Registered on 31/12/18

DF68 LDJ

Mercedes Vito 111
Chassis: WDF44760323421267
Registered on 31/12/18

DF68 LDL

Mercedes Vito 111
Chassis: WDF44760323421315
Registered on 31/12/18

DF68 LDK

Mercedes Vito 111
Chassis: WDF44760323420570
Registered on 31/12/18

DF68 LDN

Mercedes Vito 111
Chassis: WDF44760323420508
Registered on 31/12/18

DF68 LDO

Mercedes Vito 111
Chassis: WDF44760323421660
Registered on 31/12/18

DF68 LDD

Mercedes Vito 111
Chassis: WDF44760323421470
Registered on 31/12/18

DF68 LDE

Mercedes Vito 111
Chassis: WDF44760323432978
Registered on 31/12/18

DF68 LDV

Mercedes Vito 111
Chassis: WDF44760323431925
Registered on 31/12/18

DF68 LDX

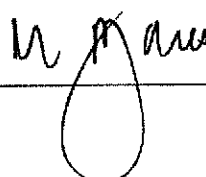
Mercedes Vito 111
Chassis: WDF44760323433420
Registered on 31/12/18

DF68 LDZ

Mercedes Vito 111
Chassis: WDF44760323431931
Registered on 31/12/18

DF68 LEJ

Signature:



SCHEDULE OF GOODS

This is the Schedule of Goods referred to in the agreement between
LIBERTY LEASING LTD and ROANZA LTD

Dated: 8/1/19

Agreement number: 9076/LL

Particulars of Goods:

Reg No:

Mercedes Vito 111
Chassis: WDF44760323432061
Registered on 31/12/18

DF68 LEU

Mercedes Vito 111
Chassis: WDF44760323429487
Registered on 31/12/18

DF68 LDU

Mercedes Citan 109
Chassis: WDF4156032U253649
Registered on 31/12/18

DF68 MTK

Mercedes Citan 109
Chassis: WDF4156032U253640
Registered on 31/12/18

DF68 LFG

Mercedes Citan 109
Chassis: WDF4156032U253850
Registered on 31/12/18

DF68 LFE

Mercedes Citan 109
Chassis: WDF4156032U253849
Registered on 31/12/18

DF68 LFD

Mercedes Citan 109
Chassis: WDF4156032U253844
Registered on 31/12/18

DF68 LFB

Mercedes Citan 109
Chassis: WDF4156032U253842
Registered on 31/12/18

DF68 LFA

Mercedes Sprinter 314 L2 Panel Van
Chassis: WDB9076332P067224
Registered on 31/12/18

DF68 LDC

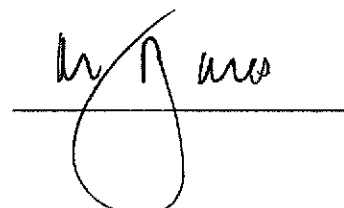
Mercedes Sprinter 314 L2 Panel Van
Chassis: WDB9076332P066802
Registered on 31/12/18

DF68 LDA

Mercedes Sprinter 314 L2 Panel Van
Chassis: WDB9076332P0668013
Registered on 31/12/18

DF68 LCZ

Signature:

A handwritten signature in black ink, appearing to be 'M. R. M.', is written over a horizontal line.

SCHEDULE OF GOODS

This is the Schedule of Goods referred to in the agreement between
LIBERTY LEASING LTD and ROANZA LTD

Dated: 8/1/19

Agreement number: 9076/11

Particulars of Goods:

Reg No:

Mercedes Sprinter 314 L2 Panel Van
Chassis: WDB9076332P065683
Registered on 31/12/18

DF68 LCY

Mercedes Sprinter 314 L2 Panel Van
Chassis: WDB9076332P065682
Registered on 31/12/18

DF68 LCX

Mercedes Sprinter 314 L2 Panel Van
Chassis: WDB9076332P066805
Registered on 31/12/18

DF68 LCW

Mercedes Sprinter 314 L2 Panel Van
Chassis: WDB9076332P066804
Registered on 31/12/18

DF68 LCV

Mercedes Sprinter 314 L2 Panel Van
Chassis: WDB9076332P065201
Registered on 31/12/18

DF68 LCU

Mercedes Sprinter 314 L2 Panel Van
Chassis: WDB9076332P065200
Registered on 31/12/18

DF68 LCT

Mercedes Sprinter 314 L2 Panel Van
Chassis: WDB9076332P066807
Registered on 31/12/18

DF68 LCP

Signature:

Michael Jones

Name of signatory:

MICHAEL JONES

Position:

FINANCE DIRECTOR

Witness signature:

Lewis Banford

Witness name (in capitals):

LEWIS BANFORD

Witness address:

Liberty House
Brook Avenue
Warsash
Southampton
SO31 9HP