

102387/13

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

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is for
You may not use this form to register a charge with an instrument. Use form MR02

FRIDAY



A17 16/08/2013 #277
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration 21 days** beginning with the day after the date of creation of the charge. If it is 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 enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number: 00784842

Company name in full: AFM Holdings Ltd

For official use
5
→ Filing in this form
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: 15/08/2013

3 Names of 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: Diana Elizabeth Merritt

Name: Paul David Merritt

Name: Penny Jane Merritt

Name: Whitefoord Pension & Trustee Services Ltd

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 trustees entitled to the charge



MR01

Particulars of a charge

4	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	Charge is created to guarantee a loan received for £ 54,000 The charge is secured against 7 recently acquired vehicles with a recent valuation of £ 60,331 46	

5	Fixed charge or fixed security	
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
	<input type="checkbox"/> Yes	
	<input checked="" type="checkbox"/> No	

6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue	
	<input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> Yes	

7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes	
	<input checked="" type="checkbox"/> No	

MRO1
Particulars of a charge

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Trustee statement [ⓐ]

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

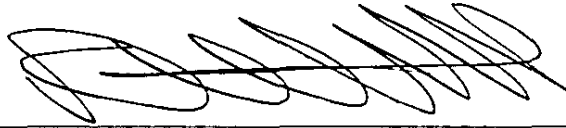
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

MRO1

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Paul Bass

Company name AFM Holdings Ltd

Address 38 Weyside Road

Post town Guildford

County/Region Surrey

Postcode G U 1 1 J B

Country England

DX

Telephone 01483 590666



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 £13 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.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



8.

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 784842

Charge code: 0078 4842 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2013 and created by A F M HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2013.

Given at Companies House, Cardiff on 20th August 2013



LEGAL CHARGE

This Legal Charge is made the 15th August 2013

Between (1) AFM (Holdings) Limited (company number 00784842) ("the Company")

And (2) Diana Elizabeth Merritt and Paul David Merritt and Penny Jane Merritt and Whitefoord Pension & Trustee Services Limited (company number 3466077) as Trustees of the AFM Holdings Pension Scheme ("the Lender")

Witnesses and it is agreed and declared as follows:

- 1 The Company hereby covenants with the Lender that the Company will on demand in writing made to the Company pay or discharge to the Lender all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Lender by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Lender may charge in respect of any of the matters aforesaid
- 2 The Company with limited title guarantee hereby charges by way of legal security ALL THAT the assets referred to in the schedule hereto ("the Secured Property") with the payment or discharge of all monies and liabilities here covenanted to be paid or discharged by the Company
- 3 A demand for payment or any other demand or notice under this security may be made or given by any of the Trustees of the Scheme by letter addressed to the Company and sent by post to or left at the last known place of business or abode of the Company or at the option of the Lender at the Company's registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted
- 4 The statutory power of sale shall arise on and be exercisable at any time after the execution of this security provided that the Lender shall not exercise the said power of sale until payment of the monies hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made
- 5 (a) At any time after the Lender shall have demanded payment of any monies hereby secured or if requested by the Company the Lender may appoint by writing any person or persons (whether a Trustee of the Scheme or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Secured Property

(b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge or otherwise to be done by the Receiver may be done by any one or more of them unless the Lender shall in such appointment specify to the contrary

- (c) The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- (d) The Receiver shall (so far as the law permits) be the agent of the Company (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Lender s powers) the Receiver shall have power in the name of the Company or otherwise to do the following things namely -
 - (i) To take possession of collect and get in all or any part of the Secured Property and for that purpose to take any proceedings as he shall think fit,
 - (ii) To raise money from the Lender or others on the security of the Secured Property or otherwise
 - (iii) To make any arrangement or compromise which the Lender or he shall think fit,
 - (iv) 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 he lawfully may or can do,

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently

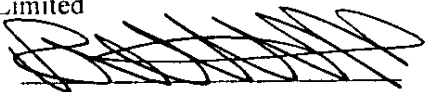
- 6 The Company hereby covenants with the Lender that the Company during the continuance of this security will keep all assets now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Lender may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Lender in writing from time to time and if so required by the Lender in the joint names of the Company and the Lender and will duly pay all premiums and other monies necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Lender the policies of such insurance and the receipts for such payments And will keep all assets now or for the time being subject to this security in good repair
- 7 All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said assets or any part thereof (whether effected or maintained by the Company in pursuance of his obligation under the covenant in that behalf contained in clause 6 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Lender requires either be applied in making good the loss or damage in respect of which the monies are received or be paid to the Lender in or towards payment of the monies for the time being hereby secured
- 8 All costs charges and expenses incurred hereunder by the Lender and all other monies paid by the Lender or the Receiver in perfecting or otherwise in connection with this security or in respect of the Secured Property including

(without prejudice to the generality of the foregoing) all monies expended by the Lender under clause 6 hereof and all costs of the Lender or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the monies hereby secured or arising out of or in connection with the acts authorised by clause 5 hereof (and so that any taxation of the Lender's costs charges and expenses shall be on the full indemnity basis) shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest accordingly and shall be charged on the Secured Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Lender may have or but for the said charge would have for the monies hereby secured or any part thereof

- 9 The Lender shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Company by the Lender or on which the Company shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Lender in its absolute discretion shall think fit without releasing the Company or affecting the Company's liability under these presents or the security hereby created
- 10 This security shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any other documents which may have been made with the Lender prior to the execution hereof relating to the Secured Property or to any other property or any other security which the Lender may now or at any time hereafter hold in respect of the monies hereby secured or any of them or any part thereof respectively
- 11 At any time after payment of the monies hereby secured has been demanded and any part thereof remains unpaid the Lender may as agent of the Company remove and sell any chattels forming part of the Secured Property and the net proceeds of sale thereof shall be paid to the Company on demand and the Lender shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Company to the Lender
- 12 Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association
- 13 In these presents where the context so admits the expression "the Company" shall include persons deriving title under the Company or entitled to redeem this security and the expression "the Lender" shall include persons deriving title under the Lender and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force


In Witness whereof the Company and the Lender have executed these presents as a deed the day and year first above written

For and on behalf of AFM (Holdings) Limited

Director Signature 
Name Paul David Merritt

~~Director~~/Secretary Signature P. Bass
Name PAUL W BASS

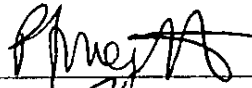
SIGNED as a deed by **Diana Elizabeth Merritt** DM

In the presence of
Witness Signature 
Name G ALLMAN-TALBOT
Address LITTLEFIELD CLOSE
ASH
SURREY
GU12 6TH

SIGNED as a deed by **Paul David Merritt** 

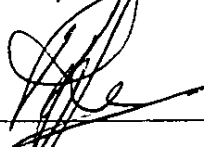
In the presence of
Witness Signature P Bass
Name PAUL BASS
Address 27 LAURELS ROAD
IVER HEATH
BUCKS
SL0 0BY

SIGNED as a deed by Penny Jane Merritt



In the presence of

Witness
Signature



Name

NIGEL GREEN

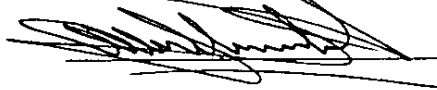
Address

18 BAENMAS COURT
ST JAMES
WORKING
TU21 8AB

SIGNED as a deed for and on behalf of **Whitefoord Pension & Trustee Services Limited**

Director

Signature

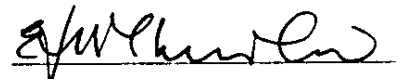


Name

ALLAN MACDONALD

Secretary

Signature



Name

EMILY J R THURLOW

THE SCHEDULE

The assets referred to are set out below -

Asset No	Vehicle Type	Cost	Date Valued
HN13JNF	Peugeot Bower Pro 330	£11,531 48	25/07/2013
LK13NPA	Peugeot Partner 1 6	£ 8,133 33	25/07/2013
LK13NKU	Peugeot Partner 1 6	£ 8,133 33	25/07/2013
LK13NKT	Peugeot Partner 1 6	£ 8,133 33	25/07/2013
LK13NCY	Peugeot Partner 1 6	£ 8,133 33	25/07/2013
LL13PMO	Peugeot Partner 1 6	£ 8,133 33	25/07/2013
LK13NEO	Peugeot Partner 1 6	£ 8,133 33	25/07/2013