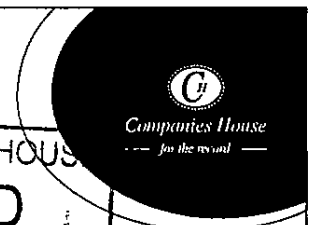


MG01

Particulars of a mortgage or charge

COMPANIES HOUSE
FEE PAID
 BELFAST



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 a Scot company. To do this, please use form MG01s.

FRIDAY



JNI 01/06/2012 #2
 COMPANIES HOUSE

1 Company details

Company number: N | 1 | 0 | 3 | 0 | 2 | 8 | 1

Company name in full: A H FUEL OILS LTD (the "Chargor")

For official use

→ **Filling 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: ^d1 ^d7 ^m0 ^m5 ^y2 ^y0 ^y1 ^y2

3 Description

Description: DEED OF MORTGAGE AND CHARGE (the "Charge")

4 Amount secured

Amount secured: All moneys and discharge all liabilities now or hereafter due, owing or incurred by the Chargor to the Group Members (as defined in the Charge) (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it; denominated in sterling or in any other currency; or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor

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



MG01

Particulars of a mortgage or charge

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

SANTANDER UK PLC (the "Lender") as security trustee

Address

2 Triton Square, Regent's Place, London

Postcode

N W 1 3 A N

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

Please see continuation sheet(s) attached

MG01

Particulars of a mortgage or charge

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 870).

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 866). 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).

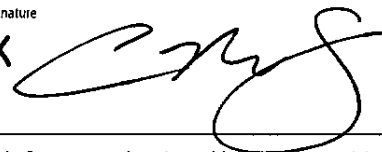
9

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.

MG01

Particulars of a mortgage or charge



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 **Graeme McKee**

Company name **Carson McDowell Solicitors**

Address **Murray House, Murray Street**

Post town **Belfast**

County/Region **City of Belfast**

Postcode **B T 1 6 D N**

Country **Northern Ireland**

DX **DX 403 NR Belfast 1**

Telephone **028 9034 8843**



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

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

As per clause 3 of the Charge:

(a) To the extent that title to the Property (as defined below and in the Charge) (or any part thereof) is registered or subject to registration in the Land Registry, a fixed legal charge over the Property;

(b) To the extent that title to the Property (or any part thereof) is unregistered, a fixed legal mortgage of the Property by way demise on the terms more particularly set out in the Charge;

(c) Fixed legal charges over:

(i) any Liquor Licence (as defined in the Charge) attaching to the Property;

(ii) any Criminal Damage Compensation (as defined in the Charge) in respect of the Property;

(iii) the benefit of all agreements relating to the Property to which the Chargor is or may become a party or otherwise entitled;

(iv) the Chargor's rights under the appointment of any managing agent of any of the Property;

(v) all the Chargor's rights, title and interest in the Insurances (as defined in the Charge);

(vi) the benefit of all Authorisations (as defined in the Charge) held in connection with the use of any Charged Assets (as defined in the Charge) or any business operated on or from the Property and the right to recover and receive all compensation which may be payable to the Chargor in respect of such Authorisations or the Charged Assets; and

(vii) if and in so far as any assignment in clause 3.2 of the Charge (Assignment) shall for any reason be ineffective as an assignment, the assets referred to in that clause

(d) An assignment by way of security of all the Chargor's rights, title and interest both present and future in and to the Rental Income (as defined in the Charge) and all the Chargor's other rights, title and interest under each Occupational Lease (as defined in the Charge).

NOTES:

The Charge contains:

- A NEGATIVE PLEDGE in clause 5.2 such that the Chargor shall not create or permit to subsist any Security over any of the Charged Assets, other than Permitted Security (as defined in the Charge);

- RESTRICTIONS on dealing with Charged Assets as set out in clause 5.18 such that:

(a) The Chargor will not without the prior written consent of the Lender, (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets or agree to do so; and

(b) The Chargor shall not, other than as permitted in the Finance Documents (as defined in the Charge), exercise any of the powers of leasing or of accepting surrenders of leases conferred by section 18 of the Conveyancing Act 1881 and/or section 3 of the Conveyancing Act 1911 or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same.

(continued overleaf)

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

(continued)

- AN INHIBITION in the terms set out in clause 14.4 of the Charge to prevent any dealings with the Property being registered at the Land Registry without the consent in writing of the Lender or its solicitor.

DEFINITIONS

The "Property" specifically charged in favour of the Lender is:

"ALL THAT AND THOSE the lands and premises comprised in Land Registry Folio 24715 County Antrim being situate and currently known as Cable Service Station, 20/22 Belfast Road, Whitehead, County Antrim, BT38 9SP".

"Occupational Leases" include, without limitation:

1. THE LEASE OF THE PROPERTY dated 17 May 2012 and made between (1) A H Fuel Oils Limited, and (2) Solo Retailing Limited, for the term of ten (10) years commencing on 27 April 2012 subject to the initial annual rent of £42,500.00 (exc.) thereby reserved (but with provision for review) and to the covenants and conditions therein contained; and
2. THE LICENCE in respect of advertising rights at the Property dated 7th February 2006 and made between (1) Stephen McWilliam, and (2) Primesight Limited, for the term of ten (10) years commencing on 7th February 2006 subject to the annual rent of £500.00 (exc.) per annum and to the covenants and conditions therein contained.

"Authorisations" include, without limitation:

1. THE PETROLUUM LICENCE issued by Carrickfergus Borough Council in respect of the Property on 15 May 2012 (Licence No. CBC/PL/03/2012-2013) under the Petroleum Regulations Acts (Northern Ireland) 1929 and 1937 as varied, amended, supplemented or replaced from time to time; and
2. THE PERMIT issued by Carrickfergus Borough Council in respect of the Property in respect of the Property on 1 July 2011 (Permit Ref. No. PPC/11/07/01/JM) under the Environment (Northern Ireland) Order 2002 and the Pollution Prevention and Control Regulations (Northern Ireland) 2003 (as amended) as varied, amended, supplemented or replaced from time to time.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. NI30281
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND
HEREBY CERTIFIES THAT A DEED OF MORTGAGE AND
CHARGE DATED 17 MAY 2012 AND CREATED BY A H FUEL
OILS LTD FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO SANTANDER UK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 1
JUNE 2012**

GIVEN AT COMPANIES HOUSE, BELFAST THE 6 JUNE 2012



Companies House
— for the record —



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