



**Registration of a Charge**

Company name: **A H FUEL OILS LTD**

Company number: **NI030281**

Received for Electronic Filing: **30/08/2016**



X5EHOFZ4

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**Details of Charge**

Date of creation: **22/08/2016**

Charge code: **NI03 0281 0016**

Persons entitled: **AIB GROUP (UK) PLC T/A FIRST TRUST BANK**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **BIGGER & STRAHAN**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: NI30281

Charge code: NI03 0281 0016

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 22nd August 2016 and created by A H FUEL OILS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th August 2016 .

Given at Companies House, Belfast on 30th August 2016

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

Dated this            day of            20

**CHARGE OVER BOOK DEBTS**

A H Fuel Oils Ltd

to

**AIB GROUP (UK) PLC TRADING AS  
FIRST TRUST BANK**

THIS CHARGE is made as a Deed and is dated 22<sup>nd</sup> day of August 20 16

**BETWEEN**

- (1) **A H FUEL OILS LTD**, a company incorporated in Northern Ireland with company number NI030281 and having its registered office at 9A Clare Lane, Cookstown, BT80 8RJ (the "**Client**"); and
- (2) **AIB GROUP (UK) PLC T/A FIRST TRUST BANK** having its registered office at 92 Ann Street, Belfast BT1 3HH (hereinafter called the "**Bank**" which expression shall include its successors and assigns).

**WHEREAS:**

- A Under a separate agreement or agreements entered into between the Client and the Bank from time to time (hereinafter called "**Debt Purchase Agreements**" and each a "**Debt Purchase Agreement**") the Client sells and the Bank purchases certain debts incurred to the Client by its customers being debts arising under contracts of sale of goods or supply of services made by the Client.
- B Pursuant to such Debt Purchase Agreements various moneys become due and owing by the Client to the Bank from time to time.
- C The Client may also be granted financial facilities from time to time by the Bank in one or other modes in which the Bank grants or may in future grant facilities to its customers or others and the Client may become indebted to the Bank in respect thereof.
- D It has been agreed between the Client and the Bank that all moneys now owing or which shall hereafter become owing from the Client to the Bank in connection with any Debt Purchase Agreement or otherwise howsoever with interest costs and charges shall be secured in the manner and on the terms hereinafter appearing.

**NOW THIS DEED** made in pursuance of the said agreement **WITNESSETH** and it is **HEREBY AGREED AND DECLARED** between the parties hereto as follows:

**Definitions and Interpretation**

1. In this Deed the following words and expressions will, unless the context otherwise requires, have the following meanings:
  - "**1881 Act**" means the Conveyancing and Law of Property Act 1881;
  - "**Charged Property**" shall mean all Debts and Related Rights other debts, revenues and claims herein charged;
  - "**Debts**" shall have the meaning given to that expression in any Debt Purchase Agreement;
  - "**Related Rights**" shall have the meaning given to that expression in any Debt Purchase Agreement;
  - "**Purchased Debts**" means Debts sold by the Client and purchased by the Bank pursuant to the Debt Purchase Agreement.

“Secured Liabilities” shall mean all moneys and all liabilities whether actual or contingent now or hereafter due, owing or incurred by the Client to the Bank in whatever currency denominated whether in connection with or arising under any Debt Purchase Agreement or otherwise in any manner whatsoever (whether alone or jointly and whether as principal or surety) including all liabilities in connection with foreign exchange transactions entered into by the Bank for or at the request of the Client, together with interest to date of payment as hereinafter provided and all costs charges and expenses incurred by the Bank or any receiver in relation to the Client or all or any part of the property assets and rights;

### **Covenants to Pay**

2. The Client will at the time when the Secured Liabilities shall become payable as provided herein pay to the Bank on demand the said moneys as well as until payment or satisfaction interest thereon or on the balance of such moneys for the time being remaining unpaid or unsatisfied (as well after as before such moneys become payable or any judgement obtained in respect thereof) calculated at the rate and in the manner for the time being applicable to such moneys according to the practice of the Bank from time to time. A certificate signed by the Director or Manager of the Bank stating the applicable rate of interest the manner of calculation thereof and the amount due shall in the absence of manifest error be conclusive evidence against the Client of the applicable rate of interest the manner of calculation thereof from time to time and the amount due.

### **Security**

3. The Client as beneficial owner as continuing security and by way of first charge hereby CHARGES with the payment of the moneys hereby secured and all interest as aforesaid all its Debts, Related Rights, other debts, revenues and claims present, future and contingent (including choses in action which may give rise to a debt revenue or claim and the proceeds of insurance or similar claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Client and the proceeds of realisation of the same and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of title or other proprietary rights, rights of tracing liens and all other rights and remedies of any nature whatsoever in respect of the same.
4. Notwithstanding anything contained in clause 3 hereof, the Charged Property shall not include any Purchased Debts or any rights pertaining thereto which under the terms of any Debt Purchase Agreement the Client has not or shall not have actually become obliged to repurchase from the Bank.

### **Negative Pledge**

5. During the subsistence of this security the Client shall not, (save with the prior consent in writing of the Bank), be at liberty to create any security affecting any of the Charged Property which would rank in priority to or pari passu with the charge created by this Charge or enter into any agreement for the assignment or disposition of any of the Charged Property other than an assignment or sale in the ordinary course and for the purpose of carrying on the Client's business.

### **Enforcement Events**

6. The moneys hereby secured shall become immediately payable and this security enforceable upon the happening of any of the following events:
  - (a) If the Client makes default for one calendar month in the payment of any monies owing from the Client to the Bank;
  - (b) If a petition is presented or an order is made or resolution is passed for the winding up of the Client otherwise than for the purpose of reconstruction or amalgamation which has been approved by the Bank;
  - (c) If a petition is presented for the appointment of an Administrator to the Client.

- (d) If the Bank by notice in writing served in accordance with the provisions of this Charge demands payment by the Client of all or any part of the moneys hereby secured;
- (e) If a Judgment against the Client, not being under appeal, remains unsatisfied for 21 days from its date or an order affecting the assets (or any of them) of the Client is issued under the Enforcement of Judgements (Northern Ireland) Order 1981 (as amended).
- (f) If an incumbrancer takes possession of any property of the Client or a receiver is appointed over its undertaking or any part of its property and assets;
- (g) If the Client, by reason of financial constraints and with a view to preserving its business or protecting its assets, by resolution of its board of directors, requests the Bank to appoint a receiver over the Charged Property or any part thereof;
- (h) If the Client ceases or threatens to cease payment of its debts or ceases or threatens to cease to carry on its business;
- (i) If in the opinion of the Bank expressed and evidenced in the form of a resolution of its board of directors the security comprised in this Charge is in jeopardy.

Provided that no notice or demand for payment shall be required to be given to the Client in order to make the principal moneys become due and payable under this Charge where the event giving rise thereto is one of those described at (b), (e), (f) or (g) of this Clause.

#### **Appointment and Powers of a Receiver**

7. (a) At any time after the moneys hereby secured shall have become payable the Bank may appoint a person to be receiver of the Charged Property and may thereafter (without exhausting the general power to appoint a receiver herein conferred) in the event that the receiver so appointed shall be found unsuitable or is unable or unwilling to act or continue to act or shall for any reason desire to be released from such receivership remove and release any such receiver and appoint another or others in his stead. More than one person may be appointed to act as receiver.
- (b) Any instrument appointing a receiver may in the case of the Bank be executed either under the common seal of the Bank or under the hand and seal of any director of the Bank duly authorised in that behalf by resolution of its board of directors.
- (c) A receiver so appointed as aforesaid shall act as receiver and manager and shall have all of the powers conferred on mortgagees by the 1881 Act and the Conveyancing Act 1911 (without the restrictions contained in the 1881 Act), including but not limited to the following powers:-
- (1) To take possession of, collect and get in the Charged Property;
  - (2) To carry on or concur in the carrying on of the business of the Client or any part thereof;
  - (3) To institute or defend proceedings in any Court of Law or any other lawful or recognised tribunal (including arbitration) in the name of the Client and on its behalf to prosecute, defend, discontinue, settle or compromise any such proceedings in so far as the same may affect the business, goodwill or reputation of the Client or its goods or any of the Charged Property;
  - (4) To sell or dispose of or concur in selling or disposing of all or any of the Charged Property at such price and on such terms as the receiver with the consent of the Bank shall deem appropriate in the interest of the beneficial realisation of the Charged Property and to carry any such sale or disposition into effect by deed or other

assurance in the name and on behalf of the Client or otherwise to grant, convey or transfer the same to a purchaser; and

- (5) To make any arrangement or compromise which the receiver shall think expedient in the interest of the Bank. Any agreement, assurance, deed or other document or thing required to give effect to or evidence anything agreed or done by a receiver in pursuance of any of the powers herein conferred may be entered into and executed by the receiver in the name of the Client.

- (d) All moneys received by such receiver shall, after providing for matters specified in the first three paragraphs of Clause 8, Section 24 of the 1881 Act and for the purposes aforesaid, be applied in or towards satisfaction of the Secured Liabilities; and the foregoing provisions in this condition shall take effect as and by way of variation and extension of the provisions of Sections 19 and 24 (inclusive) of the 1881 Act which provisions so varied and extended shall be regarded as incorporated herein. The receiver so appointed shall be the agent of the Client and the Client shall be solely responsible for the acts or defaults of such receiver and for his remuneration.

### **Power of Attorney**

8. For the purpose of completing or perfecting any agreement, assurance, deed or other document or thing which may be required or be deemed proper for any of the purposes aforesaid the Client hereby irrevocably appoints the Bank and any receiver or receivers appointed as aforesaid its Attorney or Attorneys who may act jointly or severally in its name and on its behalf and as its act and deed and either in the name of the Client or in the Attorney's or Attorneys' own name or names to execute, sign, seal and deliver the same and any such execution shall be as effective as if the Client shall have affixed its common seal to any such instrument in accordance with the regulations or Articles of Association of the Client.

### **Notices**

9. Any written notice may be given by either party by delivery by hand or by posting by prepaid post or by facsimile or electronic mail to the registered office for the time being of the parties hereto or in the case of notice to the Client only to its address last known to the Bank. Notices sent by post shall be deemed to have been received within 48 hours of the time of posting and notices by electronic mail shall be deemed to have been given at the time of transmission, and in the case of delivery by hand, at the time of delivery.

### **Continuing Security**

10. The security constituted by this Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until released by the Bank in writing. This Charge shall be in addition to and in not in substitution of any other security which the Bank may hold for the liabilities of the Client from time to time.

### **Assignment**

11. The Bank shall be at liberty without notice to assign the benefit of this Charge at any time in accordance with the provisions of clause 25 of the Debt Purchase Agreement. The Client shall not assign any of its rights or delegate any of its duties without the prior written consent of the Bank.

### **Governing Law**

12. This Charge and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Northern Ireland and the Client submits to the non-exclusive jurisdiction of the Courts of Northern Ireland but without prejudice to the right of the Bank to bring proceedings in the Courts of any jurisdiction in which the Client carries on business.

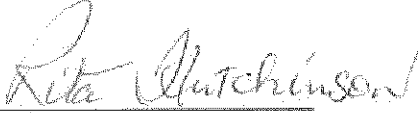
### **Authority to Execute**

13. The Charge is issued in accordance with the Client's Memorandum and Articles of Association and by authority of the Board of directors of the Client.



IN WITNESS whereof the Client and the Bank have executed this Agreement the day and year herein before written.

EXECUTED and DELIVERED as a DEED  
by **A H Fuel Oils Ltd**  
acting by a Director and  
Company Secretary or by two Directors:



Director



Director/Company Secretary

Executed as a Deed by CEC64 and [Signature] as Attorney for and on behalf of AIB Group (UK) plc under Power of Attorney dated 25<sup>th</sup> August 2015 which has not been revoked, in the presence of [Signature] and [Signature] Bank Officials Allied Irish Banks p.l.c, Bankcentre, Ballsbridge etc.

at:  
on: