

# MG01

## Particulars of a mortgage or charge

V-080151/17



**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

MONDAY



LD6

\*L1NZFOJF\*

17/12/2012

#88

COMPANIES HOUSE

1

### Company details

Company number 0 3 4 5 4 0 1 8

Company name in full West Country Crane Hire Limited (the **Chargor**)

8

For official use

**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 d1 d7 m1 m2 y2 y0 y1 y2

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

A debenture entered into between, amongst others, the **Chargor** and GE Capital Bank Limited dated 17 December 2012 (the **Debenture**)

4

### Amount secured

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

Amount secured

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the **Chargor** to the Secured Parties under the Finance Documents except for any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006 (the **Secured Liabilities**).

Capitalised terms are defined in the continuation pages to this Form MG01

**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 GE Capital Bank Limited (the **Security Trustee**)

Address Enterprise House, Bancroft Road

Reigate, Surrey

Postcode R H 2 7 R T

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

**1 Fixed Security****1 1 Land**

The Chargor charged:

(a) by way of legal mortgage its interest in the Land referred to in Schedule 3 (*Material Property charged by way of legal mortgage*) of the Debenture (as set out in Schedule 1 to this Form MG01); and

(b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land

**1 2 Shares**

The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge:

(a) all Shares; and

(b) all related Distribution Rights

**1 3 Investments**

The Chargor mortgaged or (if and to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge:

(a) all Investments; and

(b) all related Distribution Rights,

including those held for it by any nominee

[Please see attached continuation page to this form]

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## 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

Norton Rose LLP

X

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

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## 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 ADUN/LN58580

Company name Norton Rose LLP (Collect  
London Counters)

Address

Post town

County/Region

Postcode

Country

DX

Telephone +44 (0)20 7283 6000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## 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

#### 1 4 Equipment

The Chargor charged by way of fixed charge all Equipment.

#### 1 5 Non-Vesting Debts

The Chargor charged by way of fixed charge:

- (a) its Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor, and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above

#### 1 6 Book Debts

The Chargor charged by way of fixed charge

- (a) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor but excluding:
  - (1) the Excluded Receipts;
  - (11) the Charged Accounts; and
  - (111) any amounts standing to the credit of any Charged Account, and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above

#### 1.7 Blocked Accounts

The Chargor charged by way of fixed charge all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them.

#### 1.8 Intellectual Property Rights

The Chargor charged by way of fixed charge all Intellectual Property Rights, including all fees, royalties and other rights of every kind relating to or deriving from such Intellectual Property Rights

#### 1 9 Goodwill

The Chargor charged by way of fixed charge its goodwill.

#### 1.10 Uncalled capital

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Chargor charged by way of fixed charge its uncalled capital

#### 1.11 Authorisations

The Chargor charged by way of fixed charge the benefit of all authorisations held by it in relation to any Security Asset

#### 1.12 Insurance

The Chargor charged by way of fixed charge all of its benefits, claims and returns of premiums in respect of the Insurance

### 2 Floating Charge

(a) The Chargor charged by way of floating charge all its present and future business, undertaking and assets wherever situated and which are not effectively mortgaged, charged by way of fixed charge under Clause 3 (Creation of Security) of the Debenture (as set out at paragraph 1 of this Form MG01).

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

### 3 Nature of Security Created

The Security created under the Debenture was created:

- (a) as a continuing security and extended for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,
- (c) in favour of the Security Trustee as agent and trustee for the Secured Parties, and
- (d) with full title guarantee.

### 4 Definitions

**Blocked Accounts** means the Receivables Blocked Account and the Plant Blocked Account and/or such other bank accounts of the Chargor or the Agent as the Parent and the Security Trustee may, acting together, designate or approve in writing as Blocked Accounts.

**Book Debts** means (other than in respect of any Non-Vesting Debts or

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## 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

Purchased Receivables):

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

**Charged Accounts** means the Blocked Accounts and the Other Accounts

**Distribution Rights** means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them

**Equipment** means the Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

**Excluded Receipts** means any amounts owed to or received by the Chargor other than in respect of:

- (a) any Receivables, and/or
- (b) any Eligible Equipment (including any proceeds of sale and any payments in respect of any insurance policy in respect of such Eligible Equipment).

**Facility Agreement** means the facility agreement dated on or about the date of the Debenture between the Chargor (as Borrowers and/or Guarantors), Burdale Financial Limited, GE Capital Bank Limited and RBS Invoice Finance Limited (as Original Lenders), Burdale Financial Limited, GE Capital Bank Limited and RBS Invoice Finance Limited (as Arrangers) and GE Capital Bank Limited (as Agent and Security Trustee)

**Finance Documents** is defined in the Facility Agreement.

**Insurance** means each contract or policy of insurance (except to the extent that such contract or policy provides cover for third party liabilities) to which the Chargor is a party or in which it has an interest

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Intellectual Property Rights** means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use (or which may arise from, relate to or be associated with), or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

**Investments** means all or any stocks, shares, (other than the Shares) bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations)

**Land** has the same meaning as it has in section 205(1) of the Act.

**Non-Vesting Debts** means any Receivables which are required or purported to be Purchased Receivables pursuant to the Facility Agreement but which do not, for any reason, vest absolutely and effectively in the Agent (as trustee for the Lenders) from time to time

**Other Accounts** means the bank accounts of the Chargor specified in Part 3 of Schedule 5 (*Charged Accounts*) of the Debenture (as set out at Schedule 3 of this Form MG01) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Security Trustee and the Parent, acting together, may designate or approve as Other Accounts.

**Plant Blocked Account** means the bank account of the Agent specified in Part 2 of Schedule 5 (*Charged Accounts*) of the Debenture (as set out at Schedule 3 of this Form MG01) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Borrowers or the Agent as the Security Trustee and the Parent may, acting together, designate or approve as Plant Blocked Accounts.

**Receivables Blocked Account** means the bank account of the Agent specified in Part 1 of Schedule 5 (*Charged Accounts*) of the Debenture (as set out at Schedule 3 of this Form MG01) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Borrowers or the Agent as the Security Trustee and the Parent may, acting together, designate or approve as Receivables Blocked Accounts.

**Secured Parties** means the Agent, the Security Trustee, the Arrangers and the Lenders.

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## 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

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Assets** means all assets of the Chargor the subject of any security created by the Debenture.

**Shares** means all shares held by the Chargor in its Subsidiaries.

#### Schedule 1

#### Material Property charged by way of legal mortgage

None at the date of the Debenture

#### Schedule 2

#### Shares

Chargor	Company Name	Type of Share	Number of Shares
Ainscough Holdings Limited	Ainscough Crane Hire Ltd	Ordinary	1,148,400
		Ordinary B	571,400
Ainscough Crane Hire Ltd	Nationwide Crane Hire Limited	Ordinary	65
Ainscough Crane Hire Ltd	James Jack Lifting Services Limited	Ordinary	2,650
Ainscough Crane Hire Ltd	Westcountry Crane Hire Holdings Limited	Ordinary	1,040
	Westcountry Crane Hire Holdings Limited	Ordinary A	2
	Westcountry Crane Hire Holdings Limited	Ordinary B	2
	Westcountry Crane Hire Holdings Limited	Ordinary C	60

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Westcountry Crane Hire Holdings Limited	West Country Crane Hire Limited	Ordinary	10,000
		A	46
		B	1
Bradley Hall Holdings Limited	Ainscough Holdings Limited	Ordinary	1,117,835
		Ordinary B	571,400
		Ordinary C	30,565

### Schedule 3 Charged Accounts

#### Part 1 - Receivables Blocked Account

Account Holder	Account Name	Bank	Branch	Sort Code	Account No
Ainscough Crane Hire Limited	GE Capital Bank Ltd Re Ainscough Crane Hire Ltd (AR)	Barclays Bank Plc	1 Churchill Place Canary Wharf London E14 5HP	20-00-00	43425541

#### Part 2 - Plant Blocked Account

Account Holder	Account Name	Bank	Branch	Sort Code	Account No.
Ainscough Crane Hire Limited	GE Capital Bank Ltd Re Ainscough Crane Hire Ltd (P&M)	Barclays Bank Plc	1 Churchill Place Canary Wharf London E14 5HP	20-00-00	53747867

#### Part 3 - Other Accounts

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## 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

Account Holder	Bank	Branch	Sort Code	Account No
Ainscough Crane Hire Limited	Bank of Scotland	Head Office Edinburgh Bank of Scotland PO Box 17235 Edinburgh EH11 1YH	80-20-00	06971884
Ainscough Crane Hire Limited	Bank of Scotland	of Head Office Edinburgh Bank of Scotland PO Box 17235 Edinburgh EH11 1YH	80-20-00	06134392
Ainscough Crane Hire Limited	Bank of Scotland	of International SERS Office Cheques and Collections 5th Floor PO Box 63, Two Brindleyplace Birmingham B1 2AB	30-96-34	459249334
Ainscough Crane Hire Limited	Bank of Scotland	of International SERS Office Cheques and Collections 5th Floor PO Box 63, Two Brindleyplace Birmingham B1 2AB	30-69-34	412267691
Bradley Hall Holdings Limited	Bank of Scotland	Head Office Edinburgh Bank of Scotland, PO Box 17235, Edinburgh EH11 1YH	80-20-00	06127280

#### Schedule 4 Specified Intellectual Property

None at the date of the Debenture.

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		



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

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

**COMPANY NO. 3454018  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17  
DECEMBER 2012 AND CREATED BY WEST COUNTRY CRANE  
HIRE LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO SECURED PARTIES 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 DECEMBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 DECEMBER  
2012

L.C.



**Companies House**



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