



Registration of a Charge

Company name: **NL COMMERCIALS HOLDINGS LIMITED**

Company number: **09693156**



X8ZZAZ5L

Received for Electronic Filing: **02/03/2020**

Details of Charge

Date of creation: **27/02/2020**

Charge code: **0969 3156 0027**

Persons entitled: **HANDELSBANKEN PLC**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **J PERRY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9693156

Charge code: 0969 3156 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2020 and created by NL COMMERCIALS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2020 .

Given at Companies House, Cardiff on 3rd March 2020

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

Sub-Hire Agreement Amendment Letter

We, **Handelsbanken plc**, ("We", "Us", the "Lender"), refer in this amendment letter (the "Amendment Letter") to the Hire Purchase Agreement to be entered into between You, **NL COMMERCIALS HOLDINGS LIMITED**, ("You", the "Hirer") and Us [REDACTED] and write to confirm the following amendments to the Agreement. Unless otherwise stated, terms defined in the Agreement have the same meaning herein.

Notwithstanding the provisions of Clause 8.1.10 of the Agreement the Lender hereby agrees that the Hirer shall be entitled to sub-hire or sub-lease all or any of the Goods subject to the Agreement in a form for the time being approved by the Lender for the purpose, to sub-hirers or sub-lessees of good repute at commercial rents but in that event:

- A. The terms of any sub-letting or sub-hiring shall be in a form which reflect the obligations in substance imposed on the Hirer under the terms of the Agreement;
- B. The entering into by the Hirer of any such sub-hire or sub-let shall in no way relieve or diminish the Hirer's obligations under the Agreement;
- C. The Hirer shall submit to the Lender on demand at any time a list and/or copies of all or such sub-hire or sub-lease agreements then current;
- D. The Hirer shall not assign charge or otherwise dispose of the benefit of any such sub-hire or sub-lease agreement or attempt to do any of these things;
- E. The Hirer shall deposit with the Lender if and when so required by notice in writing from the Lender all or any of the sub-hire or sub-lease agreements then current;
- F. This permission to sub-hire or sub-let shall only last for so long as the Agreement subsists;
- G. Each sub-hire or sub-lease agreement shall contain an absolute prohibition against sub-hiring or sub-leasing the Goods or any of them.

In consideration of the Lender permitting the sub-hire and/or sub-letting of Goods subject to the Agreement. The Hirer hereby assigns to the Lender by way of security for the due and proper payment by the Hirer of each and every sum that may become due to the Lender under the Agreement and under any other agreement for the time being in force between the Lender and the Hirer (notwithstanding (D) & (B) above) all such sub-hire or sub-lease agreements whether present or future and to this end the Hirer hereby irrevocably appoints the Lender or any agent or substitute appointed by the Lender in the Hirer's name and on his behalf to execute such further deeds or documentation (including without limitation a notice of assignment to any sub-hirer or sub-lessee) as are necessary to give effect to or to perfect the assignment hereby effected.

The Lender further agrees that the Hirer shall, without prejudice to the Lender's rights under the Agreement, be entitled under the terms of the sub-hire or sub-lease agreement to require the sub-hirer or sub-lessees to fulfil all or any of the insurance obligations set out above but in that event the Hirer shall fully indemnify the Lender against any loss or damage suffered as a result of these arrangements howsoever arising and shall in any event maintain in the Hirer's own name third party contingent liability cover.

Except as amended by this Amendment Letter all terms and conditions of the Agreement will remain unchanged and in full force and effect.

Handelsbanken

NL COMMERCIALS HOLDINGS LIMITED
 ROUSE MILL
 ROUSE MILL LANE
 WF17 5QB BATLEY

If you are in agreement with the aforementioned provisions please sign and return the attached copy of this Amendment Letter as your acceptance of the terms and conditions set out herein.

For and on behalf of Handelsbanken plc

Signed.....

Signed.....

Executed as a Deed by NL COMMERCIALS HOLDINGS LIMITED, acting by a Director and its Secretary or by two Directors

Director.....

Director/ Secretary.....

Signature of independent witness.....

Full name of the witness. DAVID HASLEHURST

Address.....

Date: 27/2/2020