

MG01s

Particulars of a charge created by a company
registered in Scotland



COMPANIES HOUSE
FEE PAID
EDINBURGH

A fee is payable with this form.

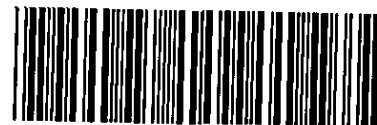
We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. To
this, please use form MG01.

WEDNESDAY



SWCQ9RWM

SCT

23/02/2011

256

COMPANIES HOUSE

1 Company details

Company number
Company name in full

☐ ☐ ☐ ☒ 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

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description

4 Amount secured

Please give us details of the amount secured by the charge.

Amount secured

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge

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

HSBC Invoice Finance (UK) Limited (the "Security Holder")

Address

21 Farncombe Road

Worthing, West Sussex

Postcode

B N 1 1 2 B W

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

The whole of the property (including uncalled capital) which is, or may be from time to time comprised in the property and undertaking of the Company (the "Assets").

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ¹

Except as otherwise provided in the Floating Charge or as otherwise agreed in writing by the Security Holder, the Floating Charge shall rank in priority to any fixed security (as defined in Section 70 of the Insolvency Act 1986, or any statutory amendment or re-enactment thereof for the time being in force) and any other floating charge, being a fixed security or floating charge which shall have been created by the Company after the execution of the Floating Charge.

Please see the attached Continuation Pages to this Form MG01s.

¹ In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

8

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

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Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.


10

Signature ²

Please sign the form here.

Signature

Signature



X For and on behalf of Shepherd and Wedderburn LLP (acting on behalf of the Security Holder) X

² Signature

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

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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 **Andrew Kinnes**

Company name **Shepherd and Wedderburn LLP**

Address **1 Exchange Crescent**

Conference Square

Post town **Edinburgh**

County/Region

Postcode

E

H

3

8

U

L

Country

DX **DX 551970 Edinburgh 53**

Telephone **0131 228 9900**



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 deed (if any) 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 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 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 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

MG01s - continuation page

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Amount secured

Please give us details of the amount secured by the charge.

Amount secured

The performance and discharge in full by the Company of all obligations incumbent or which may at any time after 10 February 2011 become incumbent on the Company under the Agreement for the Purchase of Debts between the Company and the Security Holder dated 10 February 2011 (the "**Agreement**") and payment by the Company of all sums due or which may at any time after 10 February 2011 become due by the Company under the Agreement and of payment and performance by the Company of all sums and obligations which may be or become due by the Company to the Security Holder in any other manner of way whatever, and whether the said obligations or sums become due by the Company solely or jointly with any person or persons or corporation, company, firm or other body and whether as principal or surety and whether actually or contingently, including without prejudice to the foregoing generality, sums and obligations for which the Company is or may become liable to the Security Holder on any account anywhere operated upon by the Company or by any such other person or with the Company's authority and upon bills, promissory notes, letters of credit, guarantees, indemnities and other documents of any kind together with all interest, discount, commission and charges due or eligible in respect thereof and all costs, charges, expenses and other sums on a full and unlimited indemnity basis howsoever incurred or to be incurred by the Security Holder including such as are incurred by or through any attorney, delegate or substitute (including without limitation the remuneration of any of them) for any of the purposes referred to in the Floating Charge or otherwise howsoever and including all such expenses (whether in respect of litigation or not) incurred or to be incurred in the negotiation, preparation, completion, protection, realisation and enforcement of the Floating Charge or the collection or recovery of any monies from time to time arising under or secured by the Floating Charge.

Form MG01s - Continuation Page

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision

Without the previous consent in writing of the Security Holder the Company shall not be entitled or at liberty to create or grant any such fixed security or floating charge or any other security, mortgage or charge affecting the Assets or any part thereof, heritable or moveable, or to sell, dispose of or deal with, otherwise than in the ordinary course of the Company's business and for the purpose of carrying on the same, its book or other debts or securities for money (other than pursuant to the Agreement) or any other part of its Assets, heritable or moveable, declaring that the sale or assignation or other disposal of any such debts or securities in connection with the factoring or discounting thereof (other than pursuant to the Agreement) shall not be deemed to be in the ordinary course of business.

Any such fixed security already subsisting in favour of the Security Holder or which may at any time after the date of the Floating Charge be granted by the Company in favour of the Security Holder shall rank in priority to the Floating Charge.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 155016

CHARGE NO. 7

I HEREBY CERTIFY THAT A CHARGE CREATED BY MACKAY'S
LTD.

ON 10 FEBRUARY 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF HSBC INVOICE FINANCE (UK) LIMITED

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 23 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 23 FEBRUARY
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES