

MG01

Particulars of a mortgage or charge

022008/71

Oyez

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 mortgage or charge
in Scotland. To do this you must use
form MG01s

WEDNESDAY



A29 17/04/2013 #347
COMPANIES HOUSE

, please
it
gov.uk

1	Company details	For official use 1 5 7
Company number	0 1 5 2 6 8 8 2	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Haydock Finance Limited (the Chargor)	
2	Date of creation of charge	
Date of creation	0 4 / 0 4 / 2 0 1 3	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Assignment Certificate No5 (the Certificate) supplemental to a Security Agreement between the Chargor and Bank of Scotland plc dated 27 February 2013 and registered 8 March 2013 (the Charge)	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge All monies and liabilities (actual or contingent) which now are or which at any time or times after the date of the Charge shall become due, owing or incurred by the Chargor to the Lender under the Finance Documents, and all costs charges and expenses of any kind whatsoever including legal and other professional costs and charges incurred by the Lender in taking any steps whether by way of legal proceedings or otherwise to enforce any of the provisions of the Charge such costs charges and expenses to be payable in all cases on a full indemnity basis and so that any taxation of the Lender's legal costs charges and expenses shall be on a solicitor and own client basis (the Secured Liabilities) See continuation page for definitions	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 Bank of Scotland plc (the Lender)

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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

The Chargor, with full title guarantee, has charged to the Lender as a continuing security for the payment and discharge of the Secured Liabilities

(a) the full benefit of the Finance Contracts specified in the Schedule to the Certificate (Assigned Agreements), including the right to receive the Debts under those Finance Contracts,

(b) the benefit of all guarantees, indemnities, negotiable instruments and securities taken by the Chargor in connection with the Assigned Agreements, and

(c) the benefit of all Insurances and all moneys from time to time payable to the Chargor under or pursuant to the Insurances, including without limitation the right to the refund of any premiums in connection with the Assigned Agreements

The Chargor has confirmed in the Certificate that the assignment set out in the Certificate was made pursuant to the Charge and that all the provisions of the Charge in respect of Assigned Agreements and Assigned Assets shall apply to the assignment contained in the Certificate and the subject matter thereof

The Chargor has agreed and confirmed that the assets listed in the Schedule shall constitute "Goods" for the purposes of the Charge

The Chargor has agreed that it shall not, otherwise than (a) in favour of the Lender, or (b) with the prior written consent of the Lender and in accordance with and subject to any conditions which the Lender may attach to such consent, create, grant, incur, or permit to subsist any other lien, charge or other encumbrance of whatsoever nature over the whole or any part of the Secured Assets, sell, assign, transfer or otherwise dispose of the whole or any part of the Secured Assets, or permit or agree to any variation of the rights attaching to the Secured Assets, other than as may be permitted by the Facility Agreement

See continuation page for definitions

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

N/A

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).

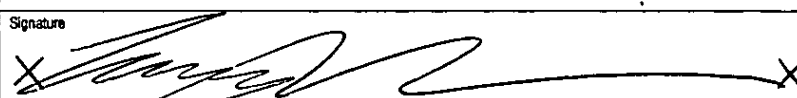
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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

Partner for and on behalf of Dundas & Wilson CS LLP

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
KWM/JAO/CAM/BOS001 5588

Company name
Dundas & Wilson CS LLP

Address
191 West George Street

Glasgow

Post town

County/Region

Postcode
G 2 2 L D

Country

DX 561475 Glasgow 16

Telephone
0141 222 2200



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



4

Amount secured

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

Amount secured

Definitions

Facility Agreement means the term loan facility agreement between, inter alia, the Lender and the Chargor dated 27 February 2013, and

Finance Documents has the meaning given to that term in the Facility Agreement

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

Definitions

Asset Finance Book means the Finance Contracts specified in Schedule 2 of the Charge save as released by the Lender from the Charged Property in accordance with the Finance Documents,

Assigned Assets means the subject matter of the assignments in respect of the Lender referred to in clause 4.1 and 4.2 of the Charge and including the Goods,

Charged Assets means the interest of the Chargor in the Goods, the Debts, the Insurances, the Finance Contracts and the Debt Documents wheresoever situated, both present and future to the extent not fully and lawfully forming part of the Assigned Assets;

Debt Documents means all original agreements, invoices, confirmation of previous settlements, guarantee forms, equipment schedules and any ancillary documents representing the Chargor's rights in respect of any Debts which form part of the Asset Finance Book,

Debtor means any person to whom the Chargor may hire the Goods to from time to time under Finance Contracts,

Debts means all book and other debts, revenues and claims, whether actual or contingent, whether arising under Finance Contracts or in any other manner in connection with the Asset Finance Book now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest (whether originally owing to the Chargor or purchased or otherwise acquired by it) and all choses in action which may give rise to any debt, revenue or claim under or in connection with the Asset Finance Book,

Facility Agreement means the term loan facility agreement between, inter alia, the Lender and the Chargor dated 27 February 2013,

Finance Contracts means any form of finance agreement (including without limitation hire purchase, lease contract and mortgages) entered into by the Chargor (as financier) with a Debtor from time to time in relation to the Goods,

Finance Documents has the meaning given to that term in the Facility Agreement,

Goods means the goods specified in the Schedule to the Certificate,

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

Insurances means (i) all present and future contracts and policies of insurance or indemnities which are now or from time to time taken out by or on behalf of the Chargor or (to the extent of the Chargor's interest) in which the Chargor has an interest, but only to the extent the same relate to the Charged Assets and (ii) insurances which will be in place from time to time in respect of the Goods pursuant to the terms of the Finance Contracts and have been assigned by a Debtor to the Chargor, and

Secured Assets means the Assigned Assets and the Charged Assets 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. 1526882
CHARGE NO. 157

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT CERTIFICATE NOS
DATED 4 APRIL 2013 AND CREATED BY HAYDOCK FINANCE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC 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 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 APRIL 2013

DL