

MR01

Particulars of a charge

022395/13

Oyez

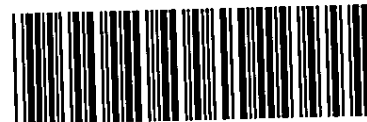
A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companies

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
instrument Use form MR08

SATURDAY



A24 *A2FFKVOB* #324
24/08/2013
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☐ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 1 5 2 6 8 8 2

Company name in full Haydock Finance Limited

For official use
166
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01 02 2008 22 01 13

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Bank of Scotland plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

8

Trustee statement ⓘ

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

ⓘ This statement may be filed after the registration of the charge (use form MR06)

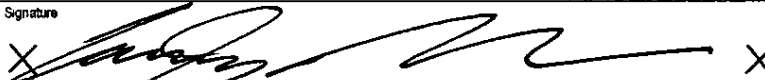
9

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 charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
KM/JAO/CAM/BOS001 5588

Company name

Address
DUNDAS & WILSON CS LLP

191 WEST GEORGE STREET

GLASGOW

Post town
G2 2LD

County/Region

Postcode

Country

DX
DX561475

Telephone
0141 304 6238



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 instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 NR 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1526882

Charge code: 0152 6882 0166

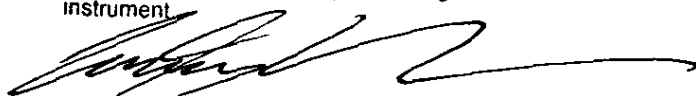
The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th August 2013 and created by HAYDOCK FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2013.

Given at Companies House, Cardiff on 28th August 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.



For and on behalf of Dundas & Wilson CS LLP

Date

22/8/13

**Haydock
Finance**

Challenge House
Challenge Way
Greenbank Business Park
Blackburn
BB1 5QB

Tel 01254 685858

Fax 01254 685774

CERTIFICATE OF ASSIGNMENT

To Bank of Scotland plc
Level 1
New Ueberior House
Edinburgh
EH3 9BN

For the attention of Stephen Kelly

12th August 2013

Dear Sirs

Security Agreement by Haydock Finance Limited in favour of Bank of Scotland plc dated 27 February 2013 (the "**Security Agreement**") Terms defined in the Security Agreement shall have the same meaning in this certificate

We, Haydock Finance Limited,

1 as a continuing security for the payment and discharge of the Secured Liabilities, with full title guarantee HEREBY ASSIGN to you -

- (a) the full benefit of the Finance Contracts specified in the Schedule hereto (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 us 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,

We confirm that the foregoing assignment is made pursuant to the Security Agreement and that all the provisions of the said Security Agreement in respect of Assigned Agreements and Assigned Assets shall apply in relation to the assignment contained herein and the subject matter hereof

2 agree and confirm that the assets listed under the column entitled "Goods" in the Schedule shall constitute "Goods" for the purposes of the Security Agreement

This Certificate is a Finance Document

Signed for and on behalf of Haydock Finance Limited acting by

(Director)

JON WILKINSON

(Print name)

In the presence of -

Witness

HAYLEY DODD

Full Name

C/O HAYDOCK FINANCE

Address

LD.

Bank Of Scotland
New Ubertor House
11 Earl Grey Street
Edinburgh
EH3 9BN

Replacement Paper

[illegible]

For and on behalf of Household Finance Ltd.

Signed

Dated

EXECUTION VERSION

DUNDAS & WILSON

COPY

SECURITY AGREEMENT

BETWEEN

HAYDOCK FINANCE LIMITED

and

BANK OF SCOTLAND PLC

Ref JAO/CAM/BOS001 5588

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This Security Agreement is made on

27 February

2013

Between

- (1) **Haydock Finance Limited** (registered in England with number 01526882) whose registered office is at Challenge House, Challenge Way, Blackburn, Lancashire, BB1 5QB (**Chargor**), and
- (2) **Bank of Scotland plc** (registered in Scotland with number SC327000) whose registered office is at The Mound, Edinburgh, EH1 1YZ (**Lender**),

Whereas

- A The Lender is proposing to enter into a facility agreement with the Chargor in respect of term loan facilities (the **Facility Agreement**) which the Chargor will use for the ongoing funding of its business, including investment in the Asset Finance Book (as hereafter defined)
- B The business of the Chargor is inter alia the hiring of the goods which form the subject of the Asset Finance Book (**Goods**)
- C It has been agreed that the Chargor may hire the Goods to certain of its Debtors (each a **Debtor** and together the **Debtors**) from time to time under Finance Contracts
- D In consideration of the Lender agreeing to enter into the Facility Agreement with the Chargor, the Chargor has agreed to execute this Deed whereby the Chargor will provide security over the Goods and will assign to the Lender its rights (including the right to receive the payments due) under the Finance Contracts

Now it is agreed

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires, the following expressions shall have the following meanings

Accounts means each bank account from time to time opened or maintained by the Chargor and in which any amounts payable to the Chargor under or in connection with a Finance Contract or a Debt are deposited from time to time and all rights, benefits and proceeds in respect of such accounts

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

Assigned Agreement has the meaning given to it in clause 4.3

Assigned Assets has the meaning given to it in clause 4.3

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Certificate of Assignment means a certificate of assignment in the form set out in Schedule

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

Collateral Instruments means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance

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 has the meaning given to it in the preamble to this Deed

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

Encumbrance means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind

Event of Default has the meaning given to that term in the Facility Agreement

Facility Agreement means the term loan facility agreement between, inter alia, the Lender and the Chargor dated on or around the date of this Deed

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

Financial Collateral shall have the meaning given to that expression in the Financial Collateral Regulations

Financial Collateral Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003 No 3226)

Goods has the meaning given to it in the preamble to this Deed

Indemnified Party has the meaning given to that term in Clause 12.4

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

Receiver means any one or more receivers and/or managers or administrative receivers appointed by the Lender pursuant to this Deed in respect of the Chargor or over all or any of the Charged Assets

Secured Assets means the Assigned Assets and the Charged Assets from time to time

Secured Liabilities means

- (a) all monies and liabilities (actual or contingent) which now are or which at any time or times after the date of this Deed shall become due, owing or incurred by the Chargor to the Lender under the Finance Documents, and
- (b) 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 this Deed 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

Security Financial Collateral Arrangements shall have the meaning given to that expression in the Financial Collateral Regulations

Security Period means the period commencing on the date of this Deed and ending on the date on which the Lender is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full. If the Lender considers that any amount paid in connection with satisfaction of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed

1.2 Construction of certain terms

1.2.1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed

- 1 2 2 The provisions of Clause 1 2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed
- 1 2 3 References to any document shall be construed as references to that document as amended, restated, supplemented, varied or replaced from time to time
- 1 2 4 The term **this Security** means any security created by or pursuant to this Deed
- 1 2 5 Unless the context otherwise requires, a reference to a Charged Asset or Assigned Asset includes the proceeds of sale of that Charged Asset or Assigned Asset
- 1 2 6 References to a **guarantee** include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any indebtedness and **guaranteed** shall be construed accordingly
- 1 2 7 In relation to any relevant property in Northern Ireland, references to the Law of Property Act 1925 shall be construed as references to the corresponding provisions of the Conveyancing and Law of Property Act 1881
- 1 2 8 Any undertaking of the Chargor under this Deed remains in force during the Security Period

1 1 **Effect as a deed**

This Deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only

1 2 **Appointment of Receiver**

Any appointment of a Receiver under clause 11 (*Appointment and Powers of Receiver*) hereof may be made by any successor or assignee or transferee of the Lender, and the Chargor hereby irrevocably appoints each such successor or assignee or transferee to be its attorney in the terms and for the purposes stated in clause 14 (*Power of Attorney*) hereof

2 **COVENANT TO PAY**

The Chargor covenants with the Lender to pay to the Lender the Secured Liabilities at the times and in the manner provided in the relevant Finance Documents

3 **CHARGES**

- 3 1 The Chargor, with full title guarantee, hereby charges to the Lender as a continuing security for the payment and discharge of the Secured Liabilities

- 3 1 1 by way of first fixed charge (but without prejudice to the rights of any Debtor), the Goods in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same,
- 3 1 2 by way of first fixed charge all Debts, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 3 1 3, 3 1 4 or 3 1 5,
- 3 1 3 by way of first fixed charge, the proceeds of collection of all Debts,
- 3 1 4 by way of first fixed charge (to the extent they are not subject to an effective assignment under clause 4 (*Assignment*) of this Deed), 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, and
- 3 1 5 by way of first fixed charge (to the extent they are not subject to an effective assignment under clause 4 (*Assignment*) of this Deed), all its rights to the Debt Documents
- 3 2 The Chargor, with full title guarantee, hereby charges to the Lender by way of first floating charge as a continuing security for the payment and discharge of the Secured Liabilities, the Charged Assets, other than any property or assets from time to time effectively charged by way of fixed charge or assignment pursuant to clauses 3 1 and 4 or otherwise pursuant to this Deed but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland and/or governed by Scots law
- 3 3 Notwithstanding anything expressed or implied in this Deed
 - 3 3 1 if an Event of Default occurs and for so long as the same is continuing,
 - 3 3 2 if the Chargor creates or attempts to create any Encumbrance over all or any of the Charged Assets (other than any Permitted Security) without the prior written consent of the Lender,
 - 3 3 3 if an order is made for the compulsory winding-up of the Chargor,
 - 3 3 4 if a meeting is convened for the passing of a resolution for the voluntary winding-up of the Chargor,
 - 3 3 5 if any steps are taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or any other person for the appointment of an administrator in respect of the Chargor, and/or

3 3 6 if any person levies or attempts to levy any distress, diligence, arrestment, inhibition, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Charged Assets,

then any floating charge created by this Deed over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge (but without prejudice to the rights of any Debtor)

3 4 Notwithstanding anything expressed or implied in this Deed but without prejudice to clause 3 3, the Lender shall (but without prejudice to the rights of any Debtor) be entitled at any time by giving notice in writing to that effect to the Chargor to convert the floating charge over all or any part of the Charged Assets into a fixed charge as regards the assets specified in such notice

3 5 Clauses 3 3 and 3 4 above will not apply

3 5 1 to any Charged Assets situated in Scotland and/or governed by Scots law if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion or conversion by notice, and/or

3 5 2 solely by reason of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000

3 6 The obligations on the part of the Lender to make further advances to the Chargor under the Finance Documents shall be deemed to be incorporated in this Deed for the purposes of section 94(1)(c) Law of Property Act

3 7 Notwithstanding anything in this Deed, unless an Event of Default has occurred and is continuing, the Chargor shall be permitted to deal with the Accounts and amounts standing to the credit of the Accounts (including the proceeds of collection of the Debts) in accordance with its usual business practices

4 **ASSIGNMENT**

4 1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor hereby assigns to the Lender with full title guarantee the following

- (a) the full benefit of the Finance Contracts,
- (b) the right to receive the Debts, 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,

and the Chargor shall hold the same unto the Lender subject only to the proviso for re-assignment that if the Chargor shall pay to the Lender all sums hereby covenanted to be paid, the Lender shall at the request and cost of the Chargor promptly re-assign to the Chargor the Assigned Assets or otherwise discharge this security

- 4 2 The Chargor further agrees that (without prejudice to clause 4 1) the execution of a Certificate of Assignment shall constitute an assignment by the Chargor as owner with full title guarantee to the Lender (as a continuing security for the payment and discharge of the Secured Liabilities) of the following

- (a) the full benefit of the Finance Contracts specified in the Schedule to the Certificate of Assignment, 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 Finance Contracts referred to in Clause 4 2(a), 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,

and the Chargor shall hold the same unto the Lender subject only to the proviso for re-assignment that if the Chargor shall pay to the Lender all sums hereby covenanted to be paid, the Lender shall at the request and cost of the Chargor promptly re-assign to the Chargor the Assigned Assets or otherwise discharge this security

- 4 3 The Finance Contracts, Debts, Insurances and other rights assigned to the Lender pursuant to clauses 4 1 and/or 4 2 above are hereinafter referred to as the **Assigned Agreements** and the subject matter of the assignments referred to in clauses 4 1 and 4 2 in relation to the Lender is hereinafter referred to collectively as the **Assigned Assets**

5 PROCEEDS OF ASSIGNED ASSETS

- 5 1 All of the proceeds of the Assigned Assets received by the Chargor shall be deemed to have been received by it for and on behalf of and as trustee for the Lender
- 5 2 Upon the security created by this Deed becoming enforceable, the Chargor shall if requested to do so by the Lender pay and direct each Debtor to pay all sums due and payable under the Assigned Agreements and the proceeds of the Assigned Assets into a separate bank account held by the Lender into which only those sums and proceeds shall be paid and shall take all such actions and execute all such documents as the Lender may require to effect the same and protect the Lender's interests in the same

- 5 3 It shall not be incumbent on the Lender to take any steps or institute any proceedings for the recovery of the Assigned Assets or any part thereof nor shall the Lender be answerable for any loss arising from having neglected to take such steps or institute such proceedings

6 NOTICE OF ASSIGNMENT

The Lender may give notice of assignment of the Assigned Assets under section 136 of the Law of Property Act 1925 at any time

7 RIGHTS OF THE LENDER

The Lender shall immediately be entitled to put into force and exercise all the rights powers and remedies possessed by it according to law as mortgagee of the Secured Assets and without prejudice to the generality of the foregoing shall have the rights

- 7 1 to collect recover compromise settle and give a good discharge for any and all monies and claims for monies for the time being comprised in the Secured Assets,
- 7 2 to exercise in relation to the Assigned Assets all such rights as the Chargor then might exercise in relation thereto,
- 7 3 to apply any or all of the income from the Secured Assets in or towards the satisfaction of any sum hereby covenanted to be paid by the Chargor to the Lender, and
- 7 4 to appoint a receiver over the Assigned Assets to enforce the Lender's security

8 REPRESENTATIONS AND WARRANTIES

- 8 1 The Chargor makes the representations and warranties set out in this clause 8 to the Lender
The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargor daily throughout the Security Period with reference to the facts and circumstances then existing

- (a) except pursuant to this Deed, and subject to the rights of any Debtor, the Chargor is the sole, lawful and beneficial owner of all the Secured Assets free from encumbrances other than any Permitted Security,
- (b) the Chargor has the necessary power to enable it to enter into and perform the obligations expressed to be assumed by it under this Deed,
- (c) subject to the Legal Reservations and the Perfection Requirements, this Deed constitutes the Chargor's legal, valid, binding and enforceable obligations and subject to the rights of any Debtor is an effective and enforceable security over the Secured Assets and every part of them, and
- (d) all necessary Authorisations to enable and entitle the Chargor to enter into this Deed have been obtained and are in full force and effect and will remain

in such force and effect at all times during the subsistence of the security constituted by this Deed

8.2 The Chargor further represents and warrants in relation to each Assigned Agreement and Assigned Asset (such representations and warranties to be deemed to be repeated in accordance with clause 8.1 above)

- (a) in respect of any Finance Contract, that it is fully valid and enforceable against the relevant Debtor therein named,
- (b) that any advance rental shown as paid has in fact been paid in the manner therein stated,
- (c) that the particulars of the relevant Debtor therein named and of the Goods the subject thereof are correct in every material respect and that such Goods have been duly delivered to the relevant Debtor therein named,
- (d) that all the requirements of all relevant enactments or regulations for the time being in force have been complied with in relation to the Assigned Agreement and the Goods the subject thereof,
- (e) that no right of action against the Chargor is vested in the relevant Debtor therein named in respect of any representation, breach of condition, breach of warranty or other express or implied term or relating to the Goods the subject thereof,
- (f) that the Chargor has no knowledge of any fact which would or would be reasonably likely to prejudice any right power or ability of the Lender to enforce any term or terms thereof,
- (g) that the Assigned Agreement is in a form which has been approved by the Lender in writing, and
- (h) that no Assigned Agreement contains any equipment or vehicles owned by a party other than the Chargor or over which any party other than the Lender has a security interest, other than any Permitted Security

9 UNDERTAKINGS

9.1 The Chargor 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

9.2 The Chargor further covenants with the Lender that at all times during the continuance of this security the Chargor shall

- (a) ensure that all Assigned Agreements shall be in the form approved by the Lender in writing,
- (b) perform all its material obligations (including in particular obligations as to maintenance, if any) devolved on it by contract or otherwise as lessor of the Goods under the Assigned Agreements and keep each item of the Goods in good repair and working condition insured against loss or damage and all third party risks in such amount as the Lender may require from time to time,
- (c) perform all its obligations (which shall include any obligations which may permit a Debtor to withhold amounts otherwise due to be paid to the Chargor by the Debtor if not so performed) under any other agreement or arrangement made between the Chargor and any Debtor from time to time in relation to the provision of any maintenance, repair and/or other services in respect of any Goods,
- (d) not without the previous written consent of the Lender make nor agree to any variation, supplement, waiver, release, termination or novation in respect of any of the Assigned Agreements or any of the Chargor's rights thereunder, where (in each case) to do so would prejudice or adversely affect the Lender's interests under the Finance Documents,
- (e) not at any time hereafter do or omit to do any act matter or thing which would be reasonably likely to in any way prejudice or adversely affect the Chargor's rights under any of the Assigned Agreements or any of the Lender's rights hereunder,
- (f) upon request supply in writing to the Lender all information required in relation to the Assigned Agreements provided the Chargor is in possession of the information requested,
- (g) provide certified copies of each of the Assigned Agreements to the Lender upon request from time to time,

- (h) keep full and proper books, account and records relating to the Goods and the Assigned Agreements,
- (i) issue invoices to the Debtors named in the Assigned Agreements for the sums payable thereunder promptly upon such sums falling due for payment and provide certified copies of such invoices to the Lender on request,
- (j) at the Chargor's own expense, institute continue or defend all such proceedings in connection with the Assigned Assets or any part thereof as the Lender may reasonably require,
- (k) execute and deliver to the Lender a Certificate of Assignment in favour of the Lender in respect of any Finance Contracts entered into by the Chargor and forming part of the Replacement Paper (as defined in the Facility Agreement) from time to time immediately upon being requested to do so by the Lender

9 3 If the Chargor fails to comply with any of the covenants set out in this clause 9 following the earlier of (i) the Lender giving notice to the Chargor and (ii) the Chargor becoming aware of the failure to comply, the Chargor will allow (and hereby irrevocably authorises) the Lender and/or such persons as it shall nominate to take such action on behalf of the Chargor as shall be necessary to ensure that such covenants are complied with

9 4 Without providing for a double-recovery having regard to the other provisions of the Finance Documents, the Chargor will indemnify the Lender and will keep the Lender indemnified against all losses and reasonable costs, charges and expenses properly incurred by the Lender as a result of a breach by the Chargor of its obligations under this clause 9 and in connection with the exercise by the Lender of its rights contained in this Deed. All sums the subject of this indemnity will be payable by the Chargor to the Lender on demand

9 5 The Goods shall unless otherwise expressly agreed in writing by the Lender remain the property of the Chargor, subject to the rights of any Debtor

10 EVENTS OF DEFAULT

10 1 Upon the occurrence of an Event of Default and for so long as the same is continuing, the security created by this Deed shall become enforceable and the Lender shall be entitled to enforce the security (in whole or in part) created by this Deed

10 2 The security constituted by this Deed shall become enforceable and the Lender may exercise all the powers conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed) and all or any of the rights and powers conferred by this Deed without further notice to the Chargor upon the occurrence an Event of Default and for so long as the same is continuing

- 10 3 Upon the occurrence of an Event of Default and for so long as the same is continuing, or if requested by the Chargor, the Lender may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference
- 10 4 To the extent that the Charged Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Lender shall have the right, at any time whilst this Deed is enforceable, to appropriate all of any part of those Charged Assets in or towards the payment or discharge of the Secured Liabilities. The value of any Charged Assets appropriated in accordance with this clause 10 4 shall be the price of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this clause 10 4 are commercially reasonable for the purpose of Regulation 18 of the Financial Collateral Regulations. To the extent that Charged Assets constitute Financial Collateral, the Chargor agrees that such Charged Assets shall be held or redesignated so as to be under the control of the Lender for all purposes of the Financial Collateral Regulations
- 10 5 The Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925
- 11 APPOINTMENT AND POWERS OF RECEIVER**
- 11 1 Upon the occurrence of an Event of Default and for so long as the same is continuing, or if requested by the Chargor, the Lender may by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer of the Lender appoint any person to be a Receiver of all or any part of the Charged Assets and any such appointment may be made subject to such qualifications, limitations and/or exceptions (either generally or in relation to specific assets or classes of asset) as may be specified in the instrument effecting the appointment. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Lender may specify to the contrary in the appointment. The Lender may (subject, where relevant, to section 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place

- 11 2 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. The Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver. The Lender will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.
- 11 3 A Receiver shall have the power to do or omit to do on behalf of the Chargor anything which the Chargor itself could do or omit to do if the Receiver had not been appointed, notwithstanding the liquidation of the Chargor. In particular (but without limitation) a Receiver shall (whether or not he is an administrative receiver) have power to do all the acts and things described in Schedules 1 and 2 to the Insolvency Act 1986 as if the words he and him referred to the Receiver and company referred to the Chargor. He shall also have all powers from time to time conferred on receivers and administrative receivers by statute without, in the case of powers conferred by the Law of Property Act 1925, the restrictions contained in Section 103 of the Law of Property Act 1925.
- 11 4 The Lender may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.
- 11 5 Any insurance moneys received by a Receiver shall be applied in accordance the Facility Agreement and accordingly section 109(8) of the Law of Property Act 1925 shall not apply.
- 11 6 All moneys received by the Lender or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of the Secured Liabilities in such number and order as the Lender may determine, except that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider expedient.
- 11 7 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 12 EXCLUSION OF LIABILITY**
- 12 1 Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee may be liable as such.

- 12 2 Neither the Lender nor any Receiver shall have any liability or responsibility of any kind to the Chargor arising out of the exercise or non-exercise of the right to enforce recovery of the Debts or shall be obliged to make any enquiry as to the sufficiency of any sums received in respect of any Debts or to make any claims or take any other action to collect or enforce the same
- 12 3 The Chargor shall pay all stamp, documentary, registration or other duties (including any duties payable by, or assessed on, the Lender) imposed on or in connection with this Deed
- 12 4 Without providing for a double-recovery having regard to the other provisions of the Finance Documents, the Chargor hereby undertakes to indemnify and keep indemnified the Lender, any Receiver and any attorney, agent or other person appointed by the Lender under this Deed and the Lender's and any Receiver's officers and employees (each an **Indemnified Party**) in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of
- 12 4 1 anything done or omitted in the exercise or purported exercise of the powers contained in this Deed, or
- 12 4 2 any breach by the Chargor of any of its obligations under this Deed
- 12 5 **Third Party Contract Rights**
- 12 5 1 Each Indemnified Party referred to in clause 12 4 shall have the benefit and may enforce the terms of this Deed in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999
- 12 5 2 Subject to clause 12 5 1, a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed
- 12 5 3 Notwithstanding clause 12 5 1 or any other provision of this Deed, the Lender and the Chargor shall be entitled to agree variations to this Deed without notifying the other Indemnified Parties or seeking the consent of such Indemnified Parties or any of them to the variation
- 13 **CONTINUING SECURITY AND OTHER MATTERS**
- 13 1 This Deed and the obligations of the Chargor under this Deed and the security created by or pursuant to this Deed shall extend to the ultimate balance from time to time owing in respect

of the Secured Liabilities and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever

13 2 Until the expiry of the Security Period or unless the Lender otherwise directs, the Chargor will not, after a claim has been made or by virtue of any payment or performance by it under this Deed

13 2 1 be subrogated to any rights, security or moneys held, received or receivable by the Lender (or any trustee or agent on its behalf), or

13 2 2 be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under the Finance Documents

13 3 The Chargor must hold in trust for and must immediately pay or transfer to the Lender for the Lender any payment or distribution or benefit of security received by it contrary to this clause or in accordance with any directions given by the Lender under this clause 13

13 4 The Lender shall not be obliged to make any claim or demand on the Chargor or any other person liable or to resort to any Collateral Instrument or other means of payment before enforcing this Deed and no action taken or omitted in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor. The Lender shall not be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment

13 5 Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no security, disposition or payment to the Lender by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Lender shall be entitled to enforce this Deed as if such release, discharge or settlement had not occurred and any such payment had not been made

13 6 Upon

13 6 1 the expiry of the Security Period the Lender shall promptly at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Secured Assets from this security, or

13 6 2 the Chargor making a disposal of Goods which is permitted under the Facility Agreement, the Lender shall promptly, at the request and cost of the Chargor, take any action (including the provision of a deed of release or a letter of non-crystallisation) which may be necessary to release or re-assign (without recourse or

warranty) the Secured Assets which are the subject of such Permitted Disposal from this security

14 **POWER OF ATTORNEY**

The Chargor hereby irrevocably appoints the Lender to be the attorney of the Chargor and in the Chargor's name and on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all such documents and things which it has failed to do as may be, or as the Lender may reasonably consider to be, requisite for carrying out any obligations imposed on the Chargor under this Deed. The Chargor hereby undertakes (to the extent to which it can lawfully do so) to ratify and confirm all things done and documents executed by the Lender in the exercise of the power of attorney conferred by this clause

15 **CONSOLIDATION OF SECURITIES**

Subsection (1) of section 93 of the Law of Property Act 1925 shall not apply to this Deed or the security constituted by it

16 **EFFECTIVENESS OF SECURITY**

16.1 The security constituted by this Deed

- (a) shall be in addition to and shall be independent of every other security which the Lender may at any time hold for any of the Secured Liabilities,
- (b) shall not merge with any prior security held by the Lender over the whole or any part of the Charged Asset or the Assigned Assets, and
- (c) shall remain in full force and effect as a continuing security unless and until the Lender discharges it in writing

16.2 The Lender's rights under this Deed are in addition to and not in substitution for any other security which the Lender may now or at any time in the future hold for all or any of the Secured Liabilities and may be enforced without the Lender first having recourse to any such security and without taking any steps or proceedings against any person

16.3 Nothing contained in this Deed is intended to, or shall operate so as to, prejudice or affect any bill, note, guarantee, mortgage, debenture, pledge, charge or other security of any kind whatsoever which the Lender may have for the Secured Liabilities or any of them or any right, remedy or privilege of the Lender under this Deed

16.4 The rights of the Lender under this Deed and the security hereby constituted shall not be affected by any act, omission, matter or thing which, but for this provision, might operate to impair, affect or discharge such rights and security, in whole or in part, including without

limitation, and whether or not known to or discoverable by the Chargor, the Lender or any other person

- (a) any time or waiver granted to or composition with the Chargor or any other person, or
- (b) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Chargor or any other person, or
- (c) any legal limitation, disability, incapacity or other circumstances relating to the Chargor or any other person, or
- (d) any amendment or supplement to the Facility Agreement or to any other document or security, or
- (e) the dissolution, amalgamation, reconstruction or reorganisation of the Chargor or any other person, or
- (f) the unenforceability, invalidity or frustration of any obligations of the Chargor or any other person under the Facility Agreement or under any other document or security

17 REMEDIES, TIME OR INDULGENCE

- 17 1 The rights, powers and remedies provided by this Deed are cumulative and are not, nor are they to be construed as, exclusive of any powers and remedies provided by law
- 17 2 No failure on the part of the Lender to exercise, or delay on the part of the Lender in exercising any of the rights, powers and remedies provided by this Deed or by law shall operate as a waiver thereof, nor shall any single or partial waiver preclude any further or other exercise of any such rights, powers and remedies
- 17 3 Each of the provisions contained in this Deed shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, the validity, legality and enforceability of each of the remaining provisions of this Deed under the laws of any jurisdiction shall not in any way be affected, prejudiced or impaired thereby

18 NOTICES

All notices to be given to a party under this Deed shall be sufficiently served if sent in writing in English and delivered by hand or sent by first class prepaid post to the address detailed in this Deed for the relevant party or to such other address as a party may specify in writing on five Business Days' notice to the other party. Notices shall be deemed to be received on the date of delivery if sent by hand or email or five Business Days after posting if sent by post. If

sent or delivered on a day other than a Business Day, these times will be calculated from the next Business Day

19 FURTHER ASSURANCE

The Chargor shall, at its own expense, take whatever action (including, without limitation, payment of all stamp duties and other registration fees) the Lender may reasonably require for

- (a) perfecting or protecting the security intended to be created by this Deed over any Charged Asset or Assigned Asset, and
- (b) facilitating the realisation of any Charged Asset or Assigned Asset or the exercise of any right, power or discretion exercisable, by the Lender or any of its or delegates or sub-delegates in respect of any Charged Asset or Assigned Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Lender or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient

20 NOTICE OF SECOND CHARGE

If the Lender receives notice that the Chargor has assigned, charged or otherwise disposed of any interest in the Assigned Assets or any of them or has attempted to do so, the Lender shall be entitled to rule off the Account and open new accounts in its books. If, despite being entitled to do so, the Lender does not open a new account or accounts, it shall nevertheless be deemed to have done so at the time the Lender received such notice and as from that time all payments made by the Chargor to the Lender shall, in the absence of any express appropriation by the Lender, be treated as having been accredited to such new account(s)

21 SUSPENSE ACCOUNT

All monies received, recovered or realised by the Lender in the exercise of any powers conferred by this Deed may, in the Lender's discretion, be accredited by it to any suspense or impersonal account and may be held in such account so long as the Lender thinks fit pending the application from time to time of such monies (and any interest thereon) in or towards the discharge of the Secured Liabilities

22 CERTIFICATES ETC

A certificate, determination, notification or opinion of the Lender as to any amount payable by the Chargor under this Deed will be prima facie evidence thereof except in the case of manifest error

23 TRANSFERS

- 23 1 The Lender may at any time (and without notice or consent) assign or transfer the benefit of this Deed (or all or any of its rights under this Deed) to any person in connection with a transfer of the Lender's rights and obligations under the Facility Agreement
- 23 2 The Chargor may not assign or transfer the benefit or burden of this Deed or all or any of its rights under this Deed without the prior written consent of the Lender
- 23 3 This Deed shall remain binding on the Chargor notwithstanding any change in the constitution of the Lender or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by this Deed shall remain valid and effective in all respects in favour of the Lender and any assignee, transferee or other successor in title of the Lender in the same manner as if such assignee, transferee or other successor in title had been named in this Deed as a party instead of, or in addition to the Lender

24 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act

25 COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same document and either party may enter into this Deed by executing a counterpart

26 MISCELLANEOUS

The parties agree that this Deed is a Finance Document

27 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law

IN WITNESS whereof this Deed has been duly executed by the parties as a Deed the day and year first before written

SCHEDULE 1
CERTIFICATE OF ASSIGNMENT

(On letterhead of the Chargor)

To Bank of Scotland plc
 Level 1
 New Ueberior House
 Edinburgh
 EH3 9BN
 For the attention of Richard Sinclair

Dated

Dear Sirs

Security Agreement by Haydock Finance Limited in favour of Bank of Scotland plc dated ● 2013 (the "**Security Agreement**") Terms defined in the Security Agreement shall have the same meaning in this certificate

We, Haydock Finance Limited,

- 1 as a continuing security for the payment and discharge of the Secured Liabilities, with full title guarantee HEREBY ASSIGN to you -
 - (a) the full benefit of the Finance Contracts specified in the Schedule hereto (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 us 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,

We confirm that the foregoing assignment is made pursuant to the Security Agreement and that all the provisions of the said Security Agreement in respect of Assigned Agreements and Assigned Assets shall apply in relation to the assignment contained herein and the subject matter hereof

- 2 agree and confirm that the assets listed under the column entitled "Goods" in the Schedule shall constitute "Goods" for the purposes of the Security Agreement

This Certificate is a Finance Document

Signed for and on behalf of Haydock Finance Limited acting by

(Director)

(Print name)

in the presence of -

Witness

Full Name

Address

Schedule to Certificate of Assignment

Finance Contract No	Date of Agreement	Debtor name and address	Description of Goods

700	H10021581	Clarks Advanced Shredding Ltd	2007 Mercedes Sprinter 311 CD LWB L	HP0001	LVE	6'904.56	1,097.51	5,807.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
711	H10021584	Saint Partners Caring Ltd	Ford Transit 350 LWB Refrigerated Van	HP0001	LWE	13,189.28	2,329.35	10,860.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72	H10021597	Gwynedd Shopping Ltd	5 x New SDC "A" Jars	HP000	LWE	118,757.24	27,349.02	91,408.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
713	H10021598	Pyrant Windows (East Angles) Ltd	New Scab 9-2 Aero TTID Air Saloon	HP0001	LWE	4,112.92	413.84	3,699.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
714	H10021600	Rational Engineering Ltd	New EcoStar Tube Bender	HP0001	LWE	6,507.00	1,212.96	5,294.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
715	H10021601	Manor Creativ Ltd	Refinance 2006 Komori iThrone 62R Ekt	HP0001	LWE	206,310.00	44,823.65	161,486.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
716	H10021602	Louis A Johnston Forestry Contr	John Deere 1410D Forwarder	HP0001	LWE	93,534.98	17,978.29	75,556.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
717	H10021605	Sports Tours (Ogham) Ltd	1998 Volvo & 1999 Optare Solo Buses	HP0001	LWE	24,488.88	5,207.02	19,281.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
719	H10021616	(P.S) Contracts Ltd	2008 Ford Transit 350 LWB Van	HP0001	LWE	4,812.60	612.41	4,200.19	240.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00
720	H10021626	Dunn's Coaches Ltd	1996 Volvo B10M Platoon Premiere 350	HP0001	LWE	5,152.00	522.66	4,629.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72	H10021629	Jowery Creators Ltd	Nation JD2033 CNC Router	HP0001	LWE	16,457.60	3,821.25	12,636.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
722	H10021631	Grasdale Contractors Ltd	Ford Transit 350 LWB MRW 115PS	HP0001	LWE	8,946.34	1,229.86	7,716.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
723	H10021637	K & M Doyle Coaches Ltd	2 x Opta e Solo M850 Buses	HP0001	LWE	41,262.00	7,018.09	34,243.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
724	H10021644	AB Power Generation Ltd	New BGG Bruno 100 KV Generator GXI	HP0001	LWE	12,694.11	2,513.97	10,180.24	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00
725	H10021646	Birmingham Tipper Services Ltd	Scania P380 E4 Tipper	HP0001	LWE	15,937.91	2,701.96	14,235.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
726	H10021651	Gallagher Construction (Northern)	Volvo FM440 Tipper ch Atlas Crane	HP0001	LWE	5,568.20	653.22	4,914.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
727	H10021653	Katech Precision Engineering	Haas ST10T	HP0001	LWE	29,051.10	6,863.83	22,187.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
728	H10021667	Grasdale Contract Autos Ltd	Ford Transit 350 LWB Panel Van	HP0001	LWE	8,946.34	1,229.86	7,716.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
729	H10021673	Taurion Minibus Ltd	2 x 2008 Ford Transit 17 seat minibuses	HP0001	LWE	11,235.91	1,893.58	9,342.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
731	H10021691	Red Rose Travel Ltd	Various Dennis Cart & Volvo Buses	HP0001	LWE	148,227.10	38,148.58	110,078.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
732	H10021693	Slove Specialists Ltd	Achille Brogo Saw 3500CE & VW Trans	HP0001	LWE	9,958.36	1,997.80	8,261.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
733	H10021697	DCH Scotland Ltd	Various Vehicles	HP0001	LWE	49,905.50	2,884.88	47,020.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
734	H10021704	Higher Access Ltd	2 x 2008 Teupan Leo 30T Tracked Acce	HP0001	LWE	131,732.64	25,538.88	106,193.76</								

1549	H20022347	Marin Clayton Transport Ltd	2011 Range Rover Sport SE SDV6 Estate FL0001	LIVE	47 310 00	14 566 20	32 743 80	0 00	0 00	38 167 00	1 053 40	37 113 60	0 00	4 369 80	0 00
1550	H20022351	Latham Logging Ltd	New Komatsu 365 Timber Forwarder FL0001	LIVE	217 501 22	58 681 97	158 919 25	0 00	0 00	220 000 00	724 08	219 275 92	0 00	60 356 67	0 00
1551	H20022355	RMJ Plant Hire	2008 Hyundai 5.5T Fecavalor FL0001	LIVE	19 912 50	5 996 16	13 916 34	0 00	0 00	14 750 00	421 42	14 328 58	0 00	412 24	0 00
1552	H20022368	Euroscot Rentals Ltd	TCM FD300 Forklift Truck FL0001	LIVE	7 756 20	1 273 40	6 482 80	0 00	0 00	7 571 00	354 84	7 216 16	0 00	733 36	0 00
1553	H20022372	Specialist Trailer Hire Ltd	2006 Mercedes Actros 1854 Mega Spac FL0001	LIVE	19 456 00	4 351 88	15 104 12	0 00	0 00	17 000 00	782 10	16 217 90	0 00	1 113 78	0 00
1554	H20022395	Our Hire	2 x Van Hool 55 seats 1 x VW Minibus & FL0001	LIVE	16 407 60	3 373 84	13 033 76	0 00	0 00	20 000 00	1 305 44	18 694 56	0 00	5 660 80	0 00
1555	H20022415	T A Jackson	Daf FAD CF85.380 Day Cab with Insular FL0001	LIVE	21 579 25	9 000 21	16 579 04	0 00	0 00	22 000 00	375 23	21 624 77	0 00	5 045 73	0 00
1556	H20022428	James D Paterson	Tronol 12022K Feed Mixer & Bale Knife FL0001	LIVE	15 275 00	3 901 72	11 373 28	0 00	0 00	16 500 00	273 41	15 226 59	0 00	4 853 31	0 00
1557	H20022443	Waste Management Systems Ltd	New Ford Transit Euro 5 FL0001	LIVE	20 680 68	5 618 52	15 062 16	0 00	0 00	17 010 00	358 75	16 651 25	0 00	1 589 09	0 00
1558	H20022447	Kirkley Fines	Ford Transit 250 SWB Van FL0001	LIVE	11 352 42	3 352 42	8 000 00	0 00	0 00	9 000 00	0 00	9 000 00	0 00	1 000 00	0 00
1559	H20022457	Rough Bros	Mercedes Vao 109 Cab Compact FL0001	LIVE	6 652 08	2 485 41	4 166 67	0 00	0 00	4 916 67	0 00	4 916 67	0 00	750 00	0 00
1560	H20022456	J J Howell's Transport	Volvo FH13 480 Globetrotter XL Tractor FL0001	LIVE	20 805 54	5 089 36	15 716 16	0 00	0 00	24 560 00	65 47	24 494 53	0 00	9 168 37	0 00
1561	H20022460	MCE Installations	Mercedes Alago Rigid 815 FL0001	LIVE	12 337 15	7 905 93	9 431 22	0 00	0 00	11 750 00	60 14	11 689 86	0 00	2 258 64	0 00
1562	H20022466	A C Transport	Volvo Tractor Unit & 2 x SDC Trailers FL0001	LIVE	28 320 30	6 466 96	21 853 34	0 00	0 00	28 400 00	462 88	27 937 12	0 00	6 103 78	0 00
1563	H20022472	Monk Plant Hire	United Aluminium Ejector Trailer FL0001	LIVE	7 374 72	1 336 55	6 038 17	0 00	0 00	7 000 00	136 43	6 863 57	0 00	825 40	0 00
1564	H20022473	Transport UK	2008 Ford Transit covered T200 Van FL0001	LIVE	4 636 35	1 353 75	3 282 60	0 00	0 00	4 100 00	49 79	4 059 21	0 00	806 61	0 00
1565	H20022474	Pacabus Ltd	Scania Intar 49 Seat Coach FL0001	LIVE	17 522 05	3 753 25	13 768 80	0 00	0 00	16 700 00	136 52	16 563 48	0 00	2 794 68	0 00
1566	H20022476	Kevin Mead Haulage Contractors	Scania P270 6x2 Rigid Truck with Beave FL0001	LIVE	25 391 40	5 809 62	20 581 78	0 00	0 00	26 586 00	139 51	26 445 49	0 00	5 863 71	0 00
1567	H20022486	Chevron Training	Dennis Javelin Wahdam Stinger 47+1 S FL0001	LIVE	6 946 00	1 709 88	5 236 12	0 00	0 00	6 000 00	57 29	5 942 71	0 00	706 59	0 00
1568	H20022487	John Smith Minibus Hire	Mercedes No. Javelin Minicab FL0001	LIVE	6 406 00	1 408 00	5 000 00	0 00	0 00	6 000 00	0 00	6 000 00	0 00	1 000 00	0 00
1569	H20022490	Sims Worldwide Ltd	3 x Samul M250 Ford L6 Trucks FL0001	LIVE	54 070 58	14 227 65	39 843 03	0 00	0 00	40 800 00	221 95	40 578 05	0 00	735 02	0 00
1570	H20022492	Joseph Samuel Hines	Volvo 680 1 Timber Forwarder with CR FL0001	LIVE	32 641 20	7 903 61	25 037 59	0 00	0 00	36 000 00	79 14	34 920 86	0 00	5 883 27	0 00
1571	H20022494	Harcus Coaches	Carlson Relay 35 HDi Minibus FL0001	LIVE	7 815 15	2 510 36	5 304 79	0 00	0 00	6 000 00	26 34	5 973 66	0 00	668 87	0 00
1572	H20022498	RJ & MC Haulage Ltd	Volvo FH13 480 6x2 Tractor Unit FL0001	LIVE	45 360 00	13 247 43	32 112 57	0 00	0 00	38 500 00	21 16	38 478 84	0 00	6 358 27	0 00
1573	H20022507	Baron Coach Company	BMC 850 Probus 35 seater FL0001	LIVE	15 276 48	7 276 48	13 000 00	0 00	0 00	21 000 00	0 00	21 000 00	0 00	8 000 00	0 00
1574	H20022512	Mark Davey	VW T30 102 TDI LWB Panel Van FL0001	LIVE	6 904 00	2 064 04	6 809 96	0 00	0 00	8 850 00	5 37	8 884 63	0 00	2 074 67	0 00
1575	H20022513	N H Graves & Co Ltd	Terax Fray 863 Recamer FL0001	LIVE	103 961 90	24 663 51	79 298 39	0 00	0 00	91 000 00	584 22	90 415 78	0 00	11 117 39	0 00
1576	H20022525	Randolph Transport Ltd	Scania R580 Topline Tractor Unit FL0001	LIVE	51 696 00	6 678 94	45 017 06	0 00	0 00	45 000 00	53 58	44 946 42	0 00	70 64	0 00
1577	H20022526	Ribble Vehicles Ltd	5 x Ford Transit Minibuses FL0001	LIVE	60 712 92	13 188 57	67 522 35	0 00	0 00	75 000 00	58 11	74 941 89	0 00	7 419 54	0 00
1578	H20022528	Northburgh Ltd	Freeman Jaw Crusher Sandvik QA330 & FL0001	LIVE	307 064 64	65 837 13	241 227 51	0 00	0 00	312 000 00	0 00	312 000 00	0 00	70 772 49	0 00
1579	H20022537	Brooks Haulage Ltd	Daf CF85 430 FTP 6x2 Tractor Unit FL0001	LIVE	11 000 64	3 500 64	8 500 00	0 00	0 00	9 500 00	0 00	9 500 00	0 00	1 000 00	0 00
1580	H20022538	Northsound Ltd	Edwards Pearson VE 3m Gulliot & Mal FL0001	LIVE	20 288 45	3 288 45	17 000 00	0 00	0 00	22 000 00	0 00	22 000 00	0 00	5 000 00	0 00
1581	H20022548	Southgate Vehicle Rental Ltd	VW Crafter CR35 TDI 139 Lion Van FL0001	LIVE	18 573 84	3 450 09	15 123 75	0 00	0 00	20 165 00	0 00	20 165 00	0 00	5 041 25	0 00
1582	H20022568	Southgate Vehicle Rental Ltd	Ford Transit 350 4L LWB Diesel Van FL0001	LIVE	15 303 98	2 842 71	12 461 25	0 00	0 00	15 615 00	0 00	15 615 00	0 00	4 153 75	0 00
1583	H20022570	East Cramlington Recycled Aggre	hoco Trailer 12.9L Tipper with Hub Cr FL0001	LIVE	26 563 68	4 453 68	22 500 00	0 00	0 00	25 000 00	0 00	25 000 00	0 00	2 500 00	0 00
1584	H20022571	R J Plant Contractors Ltd	Peaker RT0560 Track Ranger Crusher FL0001	LIVE	34 092 00	6 592 00	27 500 00	0 00	0 00	27 500 00	0 00	27 500 00	0 00	0 00	0 00
1585	H20022592	Southgate Vehicle Rental Ltd	2012 Ford Focus 1.6D Edge FL0001	LIVE	9 452 88	1 770 21	7 682 67	0 00	0 00	9 603 33	0 00	9 603 33	0 00	1 920 66	0 00
1586	H20022624	Southgate Vehicle Rental Ltd	2012 Skoda Octavia 1.6TD SE Estate FL0001	LIVE	9 616 84	1 823 50	7 793 34	0 00	0 00	9 991 67	0 00	9 991 67	0 00	1 998 33	0 00
1587	H30021643	Fasstar Ltd	Charlton Mortgage Loan L100001	LIVE	107 759 04	9 452 73	98 306 31	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
Totals & GB Sterling					1 579 Contracts	47 396 248 17	4 038 297 87	39 351 952 10	25 416 84	9 923 01	21 934 684 58	8 478 037 06	13 458 647 52	0 00	1 991 714 48 0 00

Primary Sort Key
Secondary Sort Key
Company Selected
Branch Selected
Loan Purpose
Tax Scheme
Printed on 27-02-2013 at 08:39 by Kate Ashton

None
None
Haydock Finance Limited
All
Selected All
Selected All
Third Party Insurance Sales
Not Used
Schema HFC44L

Form Feed On Change of Primary Key No
Form Feed On Change of Secondary Key No
Sales Exec Selected All
Contract Type Selected All
Report Type Full Detail
Funder Selected Lloyds Bank Plc
Variable Selected All
Not Used Selected All
CQ Systems Limited ©
SystemBalance1.pl Rev 10-12-03
Page 1 of 1

SIGNATORIES TO THE SECURITY AGREEMENT

The Chargor

Executed as a deed by
Haydock Finance Limited
 acting by a director in the presence of

)
)
) Director



Signature of witness



Name JONATHAN WILKINSON

Name Andrew Fordeham

Address 2 PARK LANE
 LEEDS LS3 1ES

The Lender

Signed by
 Attorney for and on behalf of
Bank of Scotland plc

)
)
)

SIGNATORIES TO THE SECURITY AGREEMENT

The Chargor

Executed as a deed by)
Haydock Finance Limited)
 acting by a director in the presence of) Director

Name

Signature of witness

Name

Address

The Lender

Signed by)
 Attorney for and on behalf of)
Bank of Scotland plc)

