

103984/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

You can use the Web
Please go to www.companieshouse.gov.uk



A18

A26LPEZT

19/04/2013

#342

COMPANIES HOUSE

☒ **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 the
instrument is a deed

FRIDAY

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

For official use

Company number 02686985

Company name in full THE BLACK SHEEP BREWERY PLC
(ASSIGNOR)

→ **Filling 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 18/04/2013

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 HSBC ASSET FINANCE (UK) LIMITED

Name HSBC EQUIPMENT FINANCE (UK) LIMITED

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

MR01

Particulars of a charge

4	Description	<p>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</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>
Description	<p>ASSIGNMENT OVER ANY CREDIT BALANCE DUE TO THE ASSIGNOR IN RELATION TO THEIR AGREEMENT WITH HSBC INVOICE FINANCE (UK) LTD FOR THE PURCHASE OF DEBTS AS DEFINED WITHIN THE ASSIGNMENT TOGETHER WITH ANY INTERESTS, COSTS & DISCOUNTING ALLOWANCES DUE UNDER THE AGREEMENT INCLUDING ALL THE PROVISIONS BUT ONLY IN RELATION TO THAT CREDIT BALANCE</p>		
5	Fixed charge or fixed security	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

MR01
Particulars of a charge

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

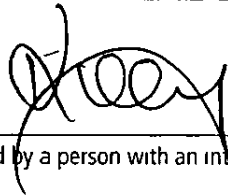
Signature

Please sign the form here

Signature

Signature

X



X

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 **KAREN RILEY**

Company name **HSBC ASSET FINANCE (UK) LTD**

Address **SECURITIES TEAM**

12 CALTHORPE ROAD

EDGBASTON

Post town **BIRMINGHAM**

County/Region

Postcode **B 1 5 1 H S**

Country

DX

Telephone



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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2686985

Charge code: 0268 6985 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th April 2013 and created by THE BLACK SHEEP BREWERY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2013.

Given at Companies House, Cardiff on 24th April 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 18th APRIL 2013

The Black Sheep Brewery Plc

to

HSBC Equipment Finance (UK) Ltd

And

HSBC Asset Finance (UK) Ltd

ASSIGNMENT

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNMENT

This document is an Assignment of the Rights arising under the Contract described in the Schedule. You should sign this Assignment in front of a witness who should be your solicitor, other legal adviser or a HSBC official.

- This Assignment of Rights arising under the Contract is security for all your debts and/or your other liabilities to HSBC as set out in this Assignment.
- This means that only when you have repaid or discharged all your debts and/or your other liabilities will HSBC reassign the Rights to you.
- The debts may include loans or money due under any other facilities that HSBC has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given or may give in the future to HSBC, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC on your behalf.
- This Assignment is separate from and not limited by any mortgage or guarantee which may already have been given to HSBC or which may be given in the future.
- This Assignment contains other terms which affect you.

This Assignment is an important legal document. HSBC strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

THIS ASSIGNMENT made by deed the 18th day of APRIL 2013
BETWEEN

Assignor The Black Sheep Brewery Plc (registered in England Company Number 02686985) whose registered address is
Wellgarth Masham Ripon North Yorkshire HG4 4EN (you)

AND

HSBC Equipment Finance (UK) Ltd (registered in England Company Number 1503727) and HSBC Asset Finance (UK) Ltd
(registered in England Company Number 229341) whose registered addresses are 8 Canada Square, London, E14 5HQ (HSBC)

WITNESSES as follows

Meaning of certain words

**CERTIFIED TO BE A TRUE
AND ACCURATE COPY OF THE
ORIGINAL DOCUMENT**



- 1 (a) HSBC means HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd and any person who is entitled at any future date to exercise all or any of HSBC's rights under this Assignment
- (b) you means the Assignor named above and words such as 'your', 'yours' etc should be read in this way. If there is more than one of you the obligations under this Assignment apply to each of you individually as well as jointly
- (c) Assignment means this Deed
- (d) "Rights" means the rights you have on the occurrence of a termination event or the ending of the agreement or agreements described in Schedule 1 to this Assignment (the Contract)

The Main Subject Matter of this Assignment

- 2 This Assignment is continuing security for the whole and each and every part of the debt mentioned in clause 3 below (the Debt)
- 3 The Debt is all money and liabilities whatever whenever and however incurred whether now or in the future due, or becoming due from you to HSBC

This includes but is not limited to
 - (a) loans or facilities and further advances of money
 - (b) guarantees and indemnities to HSBC and any of your other contingent liabilities
 - (c) discount commission and other lawful charges and expenses
 - (d) interest in accordance with any agreement between you and HSBC and if there is no agreement interest on any money and liabilities due from you at an annual rate of 3% above HSBC Bank plc base rate from time to time computed and compounded monthly and/or according to HSBC Bank plc's then current practice. Interest as above applies before and after any demand or judgement
 - (e) money agreed to be paid by you under clause 20 below
- 4 The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless agreed between you and HSBC
- 5 You agree that any of the Debt that is in Sterling is due and payable to HSBC on demand unless HSBC has agreed otherwise

Assignment and Reassignment

- 6 With full title guarantee you and if there is more than one of you each of you hereby assign the Rights to HSBC absolutely **provided that** if the Debt is repaid to HSBC and HSBC is no longer under any obligation to provide any

loan, credit, financial accommodation or other facility to you, HSBC will reassign the Rights to you on your request

What you agree in relation to the Rights

Notices of Assignment

- 7 You agree that on or before executing this Assignment you will provide HSBC with the names and addresses of the other party or parties to the Contract in order to enable you and HSBC to give them notice in the form specified in Schedule 2 of this Assignment (or such other form as HSBC may specify) that the Rights have been assigned to HSBC and requiring that all and any monies which are or become payable in respect of the Rights shall thereafter be paid directly to HSBC and not to you

Obligations under the Contract

- 8 You must comply with all your obligations under the Contract and must not do or permit to be done anything which would or might have the effect of releasing, varying, altering, transferring, encumbering or interfering with the Rights in any way

About the Rights

- 9 You confirm to HSBC that you are the beneficial owner of the Rights free from any mortgage, lien charge, pledge, security or other interest affecting them and that the Rights are now and will remain until such time as they are reassigned to you free from any mortgage, lien, charge, pledge, security or other interest affecting them other than this Assignment in favour of HSBC
- 10 You confirm to HSBC that at the execution of this Assignment you are not aware of any claim or proceedings current or threatened which might materially affect the Rights and you undertake that if you become aware of any claim or proceeding you will notify HSBC in writing immediately
- 11 You must use your best endeavours to enforce all rights you have in respect of the Rights and will do or permit to be done each and every thing which HSBC reasonably requires for the purpose of enforcing your rights in respect of the Rights
- 12 You will, if HSBC reasonably requires, provide to HSBC complete copies of the Contract and such other information as HSBC may reasonably require from time to time in relation to it
- 13 You must do everything necessary to help HSBC to
- (i) confirm or protect its interest in the Rights, and
 - (ii) exercise any of its rights under this Assignment

This includes immediately signing and delivering documents or doing anything else HSBC reasonably requires

Mortgagee in Possession

- 14 HSBC shall not be accountable as a mortgagee in possession in respect of the Rights nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Rights and all costs, charges and expenses incurred by HSBC (including the costs of any proceedings in relation to this Assignment or the Debt) shall be paid by you on a full indemnity basis

Power of Attorney

- 15 You and if there is more than one of you, each of you irrevocably appoint HSBC as your agent and attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which HSBC may think fit to
- a) collect and get in any monies due in respect of the Rights and for that purpose make demand and take legal proceedings,
 - b) sell or assign the benefit of the Rights,

- c) make any compromise or arrangement in respect of the Rights,
- d) do all such other acts and things as HSBC may consider to be incidental to or assist with any of the matters or powers set out above

HSBC shall not be required to take any steps or institute any proceedings in connection with the Rights or the recovery of any monies in respect of them

16 This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971

Adjustments to Law of Property Act powers and restrictions

17 HSBC's rights and remedies under this Assignment are in addition to, and not in substitution for, any given by law

18 The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Assignment

Making good your defaults

19 If at any time you fail to comply with any of your obligations under this Assignment, HSBC may do anything which, in its reasonable opinion may be required to remedy the failure, including performing or obtaining compliance with the obligation

Payment of HSBC's Fees, Expenses and Costs

20 (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by HSBC in or incidental to this Assignment into effect or in the exercise of any rights, remedies or powers under this Assignment

(b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with HSBC and, once debited, will carry interest at an annual rate of 3% above HSBC Bank plc base rate from time to time computed and compounded monthly and/or according to HSBC Bank plc's then current practice and shall be payable on demand

Independence and duration of this Assignment

21 (a) This Assignment is in addition to, and independent of, any other security which HSBC may hold at any time for any of the Debt

(b) No prior security held by HSBC over the Rights shall merge with the security created by this Assignment

(c) This Assignment remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until HSBC reassigns the Rights to you

HSBC's powers to deal with Accounts and Money received

22 (a) If HSBC receives notice of any subsequent mortgage or other interest affecting the Rights, HSBC may open a new account or accounts for you. If HSBC does not do so, then all payments made to HSBC after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt

(b) If HSBC has more than one account for you, and the Assignor fails to comply with any of its obligations under this Assignment or HSBC receives any notice mentioned in (a) above, HSBC may at any time without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. HSBC will notify you of the transfer

(c) If HSBC has any other mortgage or charge over the Rights HSBC shall have an absolute discretion in the appropriation of any money received under this Assignment or under the other mortgage or charge

23 All money received by HSBC under or as a result of this Assignment may, in HSBC's reasonable discretion, be credited to, and held in, a separate suspense account for so long as HSBC may reasonably think fit until the money, and any

interest on it, is used by HSBC in or towards discharge of the Debt

Waiver of set-off

24 You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt

Currency Conversion

25 HSBC may convert any money received under this Assignment from the currency in which it is received into any other currency that HSBC requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at HSBC's then prevailing spot selling rate of exchange. References in this clause to currency include funds of that currency and HSBC may convert funds of one currency into different funds of the same currency.

Dealings with You and Third Parties

26 HSBC may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or of any other security for it, without prejudice to this Assignment or the liability for the Debt.

Notices, Governing Law and Jurisdiction

27 Any demand, notice or proceeding under this Assignment may be served

- (a) by letter, sent by first class post to, or left at, your last known address or registered office, or the Property, and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered, or
- (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.

Service on any one of you (where there is more than one of you) is deemed to be service on all of you. Any demand or notice may be served by any HSBC bank manager or officer.

28 (a) This Assignment (and any non-contractual obligations arising out of or in connection with it) shall be governed and construed in accordance with the law of England and Wales.

(b) You and HSBC submit to the non-exclusive jurisdiction of the courts of England and Wales.

Disclosure of Information

29 You consent to the disclosure by HSBC of any information about you, this Assignment, the Contract, the Rights or the Debt to

- (a) any person to whom HSBC proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Assignment or the Debt,
- (b) any person with whom HSBC proposes to enter or has entered, into any arrangements in respect of this Assignment or the Debt,
- (c) any company within the HSBC Group being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents, or
- (d) any other person, if required or permitted by law to do so.

Transfer of Rights

30 (a) HSBC may sell, assign or transfer its rights, benefits and obligations under this Assignment and the Debt to anyone at any time.

(b) If HSBC sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits

and obligations under this Assignment will stay exactly the same

- (c) You will be bound to any person or organisation to whom HSBC sells, assigns or transfers. That person or organisation will have HSBC's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to that person.
- (d) HSBC will be released automatically from its obligations to you so far as that person assumes HSBC's obligations.
- (e) You will, at the expense of HSBC or the person to whom the rights are transferred, do anything reasonably requested by HSBC to effect a transfer of all or any part of its rights under this Assignment.
- (f) You will not transfer all or any part of your rights under this Assignment without the prior written consent of HSBC.
- (g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:
 - (i) the term **transfer** means sale, assignment and/or transfer,
 - (ii) the term **rights** means rights, benefits and/or obligations, and
 - (iii) the term **person** means any person, trust, fund or other entity.

HSBC's written consent and reasonable requirement

- 31 (a) Where the words "without HSBC's written consent" appear in any clause, HSBC will not unreasonably withhold consent. You agree that it is reasonable for HSBC to refuse to consent to something if, in HSBC's reasonable opinion, it adversely affects or might affect:
- (i) HSBC's security under this Assignment and HSBC's ability to enforce this Assignment,
 - (ii) the value of the Rights and HSBC's ability to collect any monies which may become payable in respect of them,
 - (iii) HSBC's ability to recover the Debt, or
 - (iv) the assessment of the value of this Assignment as an asset of HSBC.
- (b) Where the words "HSBC reasonably requires" appear in any clause, you agree that it is reasonable for HSBC to require something if, in HSBC's reasonable opinion, it will or might assist in:
- (i) the preservation of HSBC's security under this Assignment or the value of the Rights or
 - (ii) HSBC's ability to recover the Debt.

Severance and Modification - Unenforceability

- 32 (a) If any of the clauses (or part of a clause) of this Assignment is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as HSBC consents.
- (c) If this Assignment is unenforceable or otherwise ineffective against you, or if there is more than one of you, any of you, none of the rest of you will be released from your obligations under this Assignment.

Interpretation

- 33 In this Assignment:
- (a) the headings are used for guidance only,

- (b) any reference to a person includes a body corporate,
- (c) any reference to any statute, or any section of any statute includes reference to any statutory modification or re-enactment of it for the time being in force,
- (d) references to the singular include the plural and vice versa

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by the Assignor and is now delivered on the date mentioned above

Schedule 1 referred to above

Contract		
Commencement Date	Parties	Nature of Contract
01/03/2013 (HIF)	(1) The Black Sheep Brewery Plc (Assignor)	Agreement for the Purchase of Debts as the same may be amended, varied or supplemented from time to time
	(2) HSBC Invoice Finance (UK) Limited	

Schedule 2 referred to above

NOTICE OF LEGAL ASSIGNMENT OF CONTRACT MONIES

TO HSBC Invoice Finance (UK) Limited [date]
Farncombe Road
Worthing
BN11 2BW

Agreement for the Purchase of Debts ("the Contract")

We, HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd ("HSBC") and The Black Sheep Brewery Plc (the Assignor'), hereby give you notice that on the Assignor executed an Assignment in HSBC's favour of the rights which arise on the occurrence of a termination event under or the ending of the Contract

We understand that your consent is required to such an assignment

As a result of the Assignment, the benefit of all such rights are transferred to us and any monies that may arise on the occurrence of a termination event or the ending of the Contract should be paid to us

The Assignor is no longer permitted to do or agree anything which may release, vary, alter, transfer, encumber or interfere with the rights assigned to us

Please confirm your consent to the said assignment and acknowledge receipt of this Notice by completing the duplicate enclosed and returning it to HSBC with a copy to the Assignor

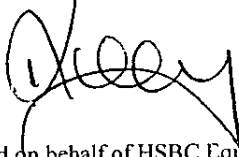
Account Payment Details

Account Name
HSBC Bank plc
New Street, Birmingham

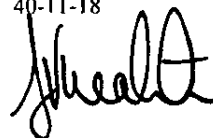
Account Number
70366595

Sort Code
40-11-18

Yours faithfully,



For and on behalf of HSBC Equipment Finance (UK) Ltd
And HSBC Asset Finance (UK) Ltd



R.J. THEAKSTON

ST. C. ST. CONSTANCE

For and on behalf of the Assignor

[ON DUPLICATE]

To HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd

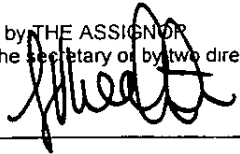
I/We acknowledge receipt of a Notice on of which the above is a true copy and agree to pay the monies mentioned to the account held at HSBC Bank plc detailed in the said Notice

For and on behalf of HSBC Invoice Finance (UK) Limited

This Assignment is an important legal document HSBC strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment

EXECUTED AS A DEED by THE ASSIGNOR
acting by a director and the secretary or by two directors

Director

 R.J. THEAKSTON

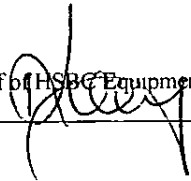
Director/Secretary

 S.J. CONSTABLE

(For use by a Company
with

- two or more Directors
with no Company
Secretary or
- one Director and a
Company Secretary)

For and on behalf of HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd



For HSBC Use Only

This Deed of Re-assignment

In this Deed the words used have the meanings given to them in the Assignment HSBC re-assigns

to the Rights which were assigned to HSBC under the Assignment

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of **HSBC EQUIPMENT FINANCE (UK) LIMITED** and **HSBC ASSET FINANCE (UK) LIMITED** ("HSBC") as Attorney of HSBC the day and year first above written

SIGNED AND DELIVERED

by

Attorney of HSBC

in the presence of

Witness

Address

Occupation