

347687 / 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 WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 is no
instrument. Use form MR0

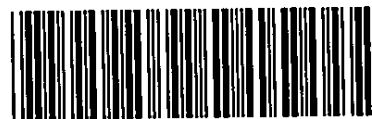
For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the ch
delivered outside of the 21 days it will be rejected unless it is accor
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form
scanned and placed on the public record.

SATURDAY



A03

A2FXGQ02

31/08/2013

#165

COMPANIES HOUSE

1 Company details

Company number S C 1 1 9 8 2 5

Company name in full Migdale Smolt Limited

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 3 0 8 2 0 1 3

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 BANK 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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Particulars of a 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

~~A Mortgage over a life policy~~
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

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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).

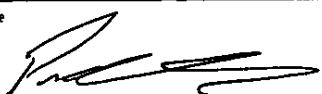

9

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

Company name **HSBC BANK PLC**

Address

SECURITIES PROCESSING**PO BOX 3924**

Post town

SHEFFIELD

Country/Region

SOUTH YORKSHIRE

Postcode

S 1 9 B D

Country

UNITED KINGDOM

DX

712350 SHEFFIELD 19

Telephone

08456 035 366**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

MR01 - continuation page

Particulars of a charge

4

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.

Description



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 119825

Charge code: SC11 9825 0014

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd August 2013 and created by MIGDALE SMOLT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2013.

Given at Companies House, Edinburgh on 4th September 2013



P

ASSIGNATION

by

Migdale Smolt Limited

in favour of

HSBC Bank plc

**Policy: Legal & General Assurance Society Limited Life
Policy number 017485526-2**

**IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS
ASSIGNATION**

- The Bank will hold the Policy detailed in this Assignment as security for all your debts and/or your other liabilities to the Bank as set out in this Assignment.
- This means that if any of your debts and/or your other liabilities are not paid when due, the Bank can convert the Policy and/or surrender or sell the Policy and put the money received towards your debts and/or your other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that the Bank 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 the Bank, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by the Bank on your behalf.
- Until the debts and/or your liabilities are paid or discharged in full, you have no right to the Policy, but you must keep it in force.
- This Assignment is separate from and not limited by any other assignment, guarantee or other security which may already have been given to the Bank or which may be given in the future.
- This Assignment contains other terms which affect you.

Save for the material redacted pursuant to
s.859G of the Companies Act 2006,
We hereby certify this is a true and
accurate copy of the original document.
For and on behalf of HSBC Bank plc.

M. Fowler 30/8/13

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND.

ASSIGNATION

by

Migdale Smolt Limited Company Number SC119825 ("you")

in favour of

HSBC Bank plc, incorporated under the Companies Acts (Company Number 14259) and having its Registered Office at 8 Canada Square, London E14 5HQ and its successors and assignees ("**the Bank**")

Definitions

1. In this Assignment:
 - (a) "**Policy**" means the Policy of Assurance detailed in the Schedule annexed to this Assignment; and
 - (b) "**you**" means all and any persons named above as the Assignor 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.

The Main Subject Matter of this Assignment

The Debt which is secured on the Policy

2. This Assignment is continuing security for the whole and each and every part of the debt mentioned in Clause 3 below ("**the Debt**"), but subject always to Clause 4 below.
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 the Bank.

This includes but is not limited to:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank 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 the Bank, and if there is no such agreement interest on any money and liabilities due from you at an

annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand, decree or judgement; and

- (e) money agreed to be paid by you under Clause 16 below.
4. The Debt is not any money or liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless otherwise agreed between you and the Bank.

Assignment in Security

5. (a) As continuing security for the payment and discharge of the Debt (and each and every part of it), you hereby assign to the Bank your whole right, title and interest in the Policy.
- (b) If the Debt and your other liabilities under this Assignment are unconditionally and irrevocably paid or discharged and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you, the Bank will at your request either retrocede and re-assign to you the Bank's whole right, title and interest in the Policy or, in respect of any replacement policy or policies effected by you in accordance with Clause 8 below, assign to you the Bank's whole right, title and interest in the relevant policy or policies.

What you agree in relation to the Policy

You are able to assign the Policy

6. You warrant that:
- (a) you are the owner of the Policy and have the right to assign your whole right, title and interest in the Policy in security;
 - (b) the Policy is free from any security, charge or encumbrance of any kind and all payments due under it are paid up to date; and
 - (c) nothing has occurred that would prevent the Bank from receiving the full benefit of the Policy or which has caused or might cause the Policy to become voidable or void.

Keeping the Policy paid up and valid

7. You must:
- (a) deposit the Policy with the Bank;
 - (b) promptly pay all premiums under the Policy;
 - (c) whenever the Bank reasonably requires, deposit all receipts or other sufficient evidence of payment of premiums under the Policy; and

- (d) not do, or fail to do, anything which makes, or might make, the Policy voidable, void or lapse or cause an increased premium to become payable under the Policy.

Replacement Policy

8. If the Policy becomes voidable or void or lapses, you must at your own cost do everything necessary to restore the Policy. If that is not possible, you will effect and deposit with the Bank a new policy or policies in the Bank's name on the life or lives assured under the Policy which:

- (a) assures a sum and other benefits not less in amount than the sum and benefits assured by the Policy (including any bonus or bonuses which may have been declared or have accrued) as if all premiums and other money necessary for keeping the same in force had been paid when due and the Policy had not become voidable, void or lapsed;
- (b) matures no later than the date on which the Policy would have matured if it had been kept in force; and
- (c) is with an insurer approved by the Bank.

The new policy or policies mentioned above shall be held by the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it) on the terms set out in this Assignment.

Safeguarding the Bank's Security

- 9.
 - (a) You must not, without the Bank's written consent, negotiate, settle or waive any claim for loss, damage or other compensation affecting the Policy.
 - (b) You must do everything in your power to prevent any person other than the Bank from becoming entitled to claim any interest in the Policy.
 - (c) You must do everything necessary to help the Bank to:
 - (i) confirm or protect its interest in the Policy; and
 - (ii) exercise any of its rights under this Assignment.

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires, whether or not the security created by this Assignment has become enforceable.

When the security created by this Assignment becomes enforceable

- 10. You agree that any of the Debt which is in sterling is due and payable to the Bank on demand, unless the Bank has agreed otherwise.
- 11. The security created by, and any security interest constituted pursuant to, this Assignment shall immediately become enforceable if:
 - (a) the Debt, or any part of it, is not paid or discharged when due;

- (b) you are in breach of any of your obligations under this Assignment;
 - (c) you, or if there is more than one of you, any of you, enter into any composition or arrangement with or make a voluntary trust deed for creditors or are made bankrupt or sequestrated (within the meaning of the Bankruptcy (Scotland) Act 1985), or any step is taken for your administration, receivership, winding up (except with the Bank's written consent for the purpose of reconstruction or amalgamation only) or dissolution, or similar proceedings are taken against you, or any of you;
 - (d) anyone seeks to enforce, or enforces, any security affecting the Policy or if anything else happens which might adversely affect the security created by this Assignment; or
 - (e) any other event occurs that makes the security created by, and any security interest constituted pursuant to, this Assignment (or any other security for the Debt) enforceable or the Debt becomes due.
12. The Bank may, at any time after the security created by and any security interest constituted pursuant to this Assignment has become enforceable, realise the Policy whether by surrender to the insurer of the Policy, by conversion of the Policy into a paid up policy, by assignment of the Bank's whole right, title and interest in and to the Policy to any person or by any other method of realisation the Bank considers appropriate.

Power of Attorney

13. You, and if there is more than one of you, each of you, irrevocably appoint the Bank as your attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank may think fit:
- (a) in the exercise of any powers or in respect of any of your obligations under this Assignment;
 - (b) in the making of any payments (whether by way of payment of premiums or other money payable under the Policy or otherwise);
 - (c) in effecting a replacement policy or policies in accordance with Clause 8 above; and
 - (d) in doing other things or bringing, settling or defending any proceedings in your name and at your expense.

The Bank's Additional Rights and Powers

Benefits accruing

14. The Bank may, until it has re-assigned and retroceded to you its whole right, title and interest in the Policy, claim and receive any bonus or benefit accruing in respect of the Policy and exercise any options or other rights attaching to the Policy.

Making good your defaults

15. If at any time you fail to comply with any of your obligations under this Assignment, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including the payment of any premium and performing or obtaining compliance with the relevant obligation.

Payment of Fees, Expenses and Costs

16. (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in or incidental to:
- (i) the preparation, completion, administration, protection and enforcement (including the costs of any proceedings) of this Assignment; and
 - (ii) the exercise by the Bank of its rights and powers under this Assignment.
- (b) Any fees, expenses, etc. incurred under Clause 16(a) above will be debited to an account in your name with the Bank and, once debited, will carry interest at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand.

Independence of this Assignment

17. This Assignment is in addition to, and independent of, any other security which the Bank may hold at any time for any of the Debt.

The Bank's powers to deal with Accounts and Money received

18. (a) All money received by the Bank under this Assignment may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt.
- (b) Any money credited to a suspense account shall be deemed to carry interest from the date of payment into the suspense account at the following rate or rates:
- (i) if and to the extent that the money is used in or towards discharge of the Debt, at the rate or rates applicable from time to time to the Debt which it discharges; and
 - (ii) if and to the extent that the money is not used in or towards discharge of the Debt, and is later returned to you, simple interest at a rate to be agreed or, in default of agreement, at a reasonable investment rate.

Waiver of set-off

19. 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

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

Dealings with You and Third Parties

21. The Bank 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 any other security for it, without releasing or otherwise affecting either the security created by, or any security interest constituted pursuant to, this Assignment or the liability for the Debt.

Certificate of Sum Due

22. A certificate of any manager or officer of the Bank as to the amount for the time being of the Debt shall (apart from obvious mistakes) be for all purposes conclusive against you.

Notices

23. Any demand, notice or proceeding under this Assignment may be served:
- (a) by letter, sent first-class post to, or left at, your last known address or registered office and if sent by post, 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 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 manager or officer of the Bank.

Disclosure of Information

24. You consent to the disclosure by the Bank of any information about you, this Assignment, the Policy or the Debt to:
- (a) any person to whom the Bank 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 the Bank proposes to enter, or has entered, into any arrangements in respect of this Assignment or the Debt;
 - (c) any company within the HSBC Group;

- (d) any agent of the Bank or of any Company within the HSBC Group; or
- (e) any other person, if required or permitted by law to do so.

Transfer of Rights

25. (a) The Bank may sell, assign or transfer its rights, benefits and obligations under this Assignment, the Policy and the Debt to anyone at any time.
- (b) If the Bank 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 but you will be bound to any person or organisation to whom the Bank so sells, assigns or transfers. That person or organisation will have the Bank's powers and rights, benefits and obligations so far as these are sold, assigned or transferred. The Bank will be released automatically from its obligations to you so far as the Bank's obligations are assumed by that person or organisation.

The Bank's written consent and reasonable requirement

26. (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:
- (i) the Bank's ability to enforce this Assignment; or
 - (ii) the Bank's ability to recover the Debt.
- (b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in:
- (i) the preservation of the security created by this Assignment; or
 - (ii) the Bank's ability to recover the Debt.

Severance and Modification of Clauses

27. (a) If any of the clauses (or part of any 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 the Bank consents.
- (c) If there are more than one of you and this Assignment is unenforceable or otherwise ineffective against any of you none of the rest of you will be released from your obligations under this Assignment.

Interpretation

28. 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 any reference to any statutory modification or re-enactment of it for the time being in force; and
- (d) references to the singular include the plural and vice versa.

Governing Law and Jurisdiction

29. (a) This Assignment shall be governed and construed in accordance with the Law of Scotland.
- (b) You and the Bank submit to the non-exclusive jurisdiction of the Courts of Scotland.

- (c) You consent to the registration for preservation and execution of these presents and of any certificate as referred to in Clause 22 above.

IN WITNESS WHEREOF these presents consisting of this and the preceding 8 preceding pages together with the schedule annexed hereto are executed as follows:

Subscribed for and on behalf of

Migdale Smolt Limited

at HUNTINGTOWER HOTEL (Enter place of signing e.g. Glasgow, Inverness etc.)

on 23-08-13 (Enter date of signing)

by

 Director
(Signature and Company capacity)

PAUL BORRIS IRVING.
(Print full name, inc. middle names)

 DIRECTOR
(Signature and Company capacity)

GEORGE LOGAN MURRAY
(Print full name, inc. middle names)

100

100

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING
ASSIGNATION BY Migdale Smolt Limited
IN FAVOUR OF HSBC BANK plc**

The Policy

Insurer:	Legal & General Assurance Society Limited
Policy Number:	017485526-2
Life or Lives Assured:	Hugh Murray
Date of Policy:	10 June 2013
Sum Assured:	£100,000.00
Term of Cover:	5 years

X  X

X  X

Handwritten notes:
2013
2013
2013