

346982/13

2

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

MR01

Particulars of a charge



Companies House

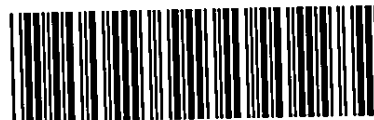
A fee is payable with this form. Please see 'How to pay' on the last page.

You can use the WebFiling service. 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 MR08.

FRIDAY



S2CX1U20
SCT 19/07/2013 #57
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 SC149451

Company name in full Equalizer International Limited

For official use

4

→ 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 12/07/2013

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 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.

MR01

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.	Continuation page Please use a continuation page if you need to enter more details.
Description	A Legal Assignment of Contract Monies	

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.	
	<input type="checkbox"/> Yes	
	<input checked="" type="checkbox"/> No	

6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.	
	<input type="checkbox"/> Yes Continue	
	<input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> 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.	
	<input checked="" type="checkbox"/> Yes	
	<input type="checkbox"/> No	

MR01

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**

County/Region **SOUTH YORKSHIRE**

Postcode **S 1 9 B D**

Country **UNITED KINGDOM**

DX **712350 SHEFFIELD 19**

Telephone **08456 035366**



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: 149451

Charge code: SC14 9451 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th July 2013 and created by EQUALIZER INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2013.

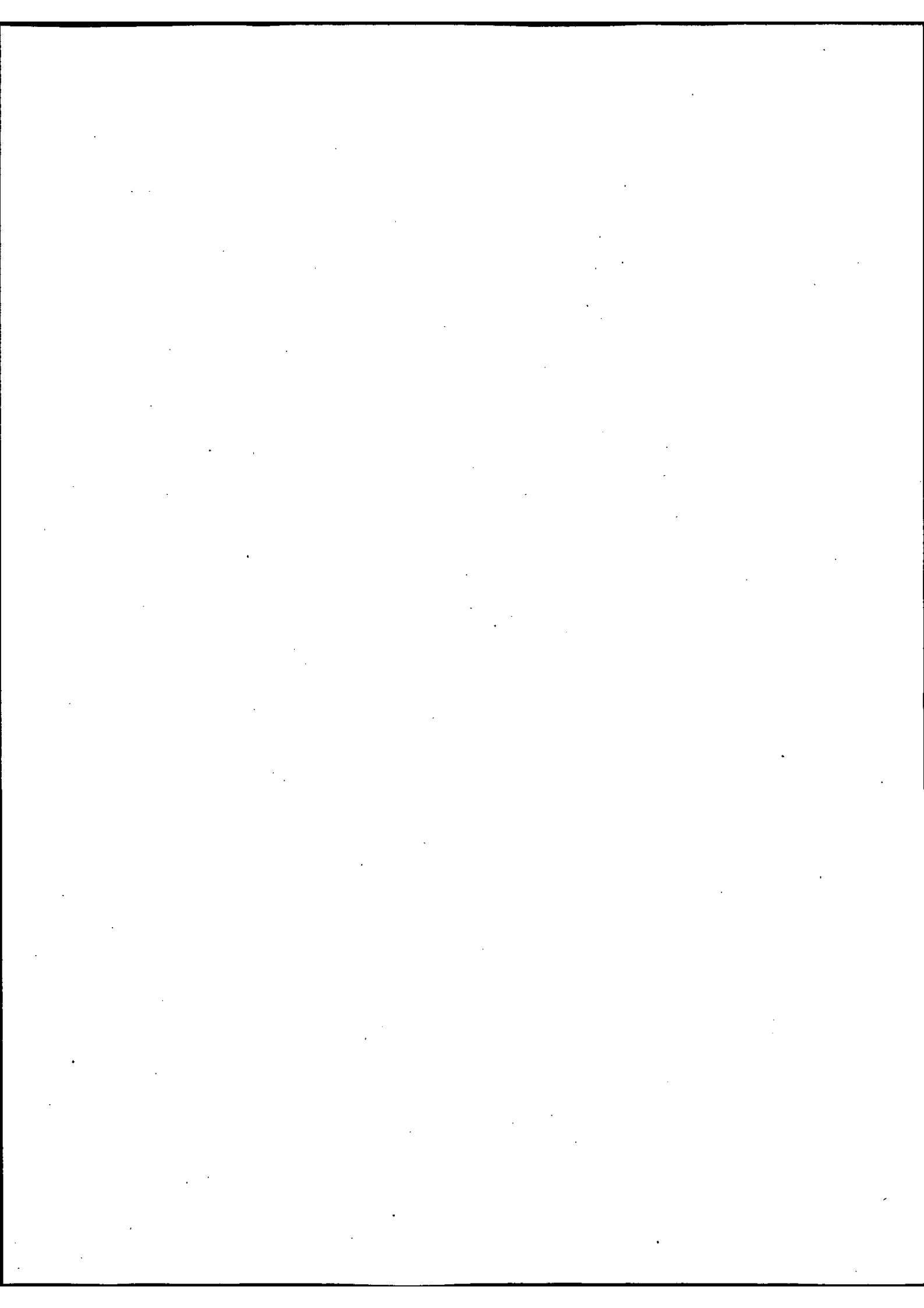
Given at Companies House, Edinburgh on 22nd July 2013



Companies House




THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Dated 12 July 2013

Equalizer International Limited

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.

to
HSBC Bank plc
16/7/13

ASSIGNMENT

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNMENT

This document is an Assignment of 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 Bank official.

- This Assignment of Rights arising under the Contract is security for all your debts and/or your other liabilities to HSBC Bank 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 Bank reassign the Rights to you.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC 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 HSBC Bank, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank on your behalf.
- This Assignment is separate from, and not limited by, any mortgage or guarantee which may already have been given to HSBC Bank or which may be given in the future.
- This Assignment contains other terms which affect you.

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

Bank reference: SC8894453596

Bank reference: SC8894453596

THIS ASSIGNMENT made by deed the 12 day of July 2013

BETWEEN Assignor: Equalizer International Limited Company number: SC149451

and HSBC BANK PLC ("the **Bank**") ("you")

WITNESSES as follows:

Meaning of certain words

1. (a) "the **Bank**" means HSBC Bank plc and any person who is entitled at any future date to exercise all or any of the Bank'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 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 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 or judgement;
 - (e) money agreed to be paid by you under clause 20 below.
4. The Debt does not include 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 the Bank.
 5. 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.

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 the Bank absolutely provided that if the Debt is repaid to the Bank and the Bank is no longer under any obligation to provide any loan, credit, financial accommodation or other facility to you, the Bank 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 the Bank with the names and addresses of the other party or parties to the Contract in order to enable you and the Bank to give them notice in the form specified in Schedule 2 of this Assignment (or such other form as the Bank may specify) that the Rights have been assigned to the Bank and requiring that all and any monies which are or become payable in respect of the Rights shall thereafter be paid direct to the Bank and not to you.

Obligations in respect of the Contract and the Rights

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 the Bank 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 the Bank.
10. You confirm to the Bank 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 the Bank 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 the Bank reasonably requires for the purpose of enforcing your rights in respect of the Rights.
12. You will, if the Bank reasonably requires, provide to the Bank complete copies of the Contract and such other information as the Bank may reasonably require from time to time in relation to it.
13. You must do everything necessary to help the Bank 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 the Bank reasonably requires.

Mortgagee in Possession

14. The Bank 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 the Bank (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 the Bank 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 the Bank 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 the Bank may consider to be incidental to or assist with any of the matters or powers set out above.

The Bank 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. The Bank'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, the Bank 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 the Bank'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 the Bank 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 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 and duration of this Assignment

- 21. (a) 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.
- (b) No prior security held by the Bank 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 the Bank reassigns the Rights to you.

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

- 22. (a) If the Bank receives notice of any subsequent mortgage or other interest affecting the Rights, the Bank may open a new account or accounts for you. If the Bank does not do so, then all payments made to the Bank 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 the Bank has more than one account for you, and the Assignor fails to comply with any of its obligations under this Assignment, or the Bank receives any notice mentioned in (a) above, the Bank may at any time, without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. The Bank will notify you of the transfer.

- (c) If the Bank has any other mortgage or charge over the Rights, the Bank 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 the Bank under or as a result of 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.

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. 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 effected 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

26. 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 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 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 signed by any manager or officer of the Bank.

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 laws of England.
- (b) You and the Bank submit to the non-exclusive jurisdiction of the Courts of England.

Disclosure of Information

29. You consent to the disclosure by the Bank of any information about you, this Assignment, the Contract, the Rights 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, 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) The Bank may sell, assign or transfer its rights, benefits and obligations under this Assignment 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.
- (c) You will be bound to any person to whom the Bank sells, assigns or transfers any such rights. That person will have the Bank's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to that person.
- (d) The Bank will be released automatically from its obligations to you so far as that person assumes the Bank's obligations.
- (e) You will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank 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 the Bank.
- (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.

The Bank's written consent and reasonable requirement

31. (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 security under this Assignment and the Bank's ability to enforce this Assignment;
 - (ii) the value of the Rights and the Bank's ability to collect any monies which may become payable in respect of them.
 - (iii) the Bank's ability to recover the Debt; or
 - (iv) the assessment of the value of this Assignment as an asset of the Bank.
- (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 Bank's security under this Assignment or the value of the Rights or
 - (ii) the Bank'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 the Bank 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
25 June 2013	(1) Equalizer International Limited (2) HSBC Invoice Finance (UK) Limited	Agreement for the Purchase of Debts as the same may be amended, varied or supplemented from time to time

Schedule 2 referred to above

NOTICE OF ASSIGNMENT

TO: HSBC Invoice Finance (UK) Limited
Farncombe Road
Worthing
BN11 2BW

[date]

Agreement for the Purchase of Debts between HSBC Invoice Finance (UK) Limited and [] ("the Contract")

We, HSBC Bank plc ("the Bank") and ("the Assignor"), hereby give you notice that on the Assignor executed an Assignment in the Bank'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.

Do not complete

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 the Bank with a copy to the Assignor.

Account Payment Details

Account Name: Account Number: Sort Code:

Yours faithfully,

For and on behalf of HSBC Bank plc

For and on behalf of [Assignor]

[ON DUPLICATE]

To HSBC Bank plc

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 Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

Signed as a deed by **Equalizer International Limited** acting by

Signature _____

Director

(For use by a Company without a Common Seal)

Name in Full _____
(Block letters)

Signature _____

Director/Secretary

Name in Full _____
(Block letters)

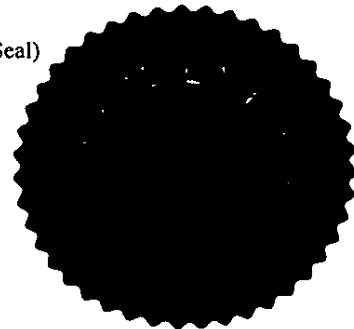
Executed as a deed by affixing the Common Seal of **Equalizer International Limited** in the presence of:

Director _____
Director/Secretary _____

Ian McCormick

Company Seal

(For use by a Company with a Common Seal)



For and on behalf of HSBC Bank plc

For Bank Use Only

This Deed of Re-assignment

In this Deed the words used have the meanings given to them in the Assignment. The Bank re-assigns
to _____ the Rights which were assigned to the Bank under the Assignment

Signed as a deed and delivered this _____ day of _____

by _____
(Block letters)

(Signature)

as the attorney and on behalf of HSBC Bank plc
in the presence of:

Do not complete

Full name of witness _____
(Block letters)

Signature of witness _____

Address _____

Occupation _____