



Registration of a Charge

Company name: **SINGLETON BIRCH LIMITED**

Company number: **00009433**

Received for Electronic Filing: **09/11/2017**



X6IUURLY2

Details of Charge

Date of creation: **08/11/2017**

Charge code: **0000 9433 0005**

Persons entitled: **SVENSKA HANDELSBANKEN AB (PUBL)**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PAUL EYRE-WISEMAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9433

Charge code: 0000 9433 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2017 and created by SINGLETON BIRCH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2017 .

Given at Companies House, Cardiff on 13th November 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

The Directors
Singleton Birch Limited
Melton Ross Quarries
Barnetby
North Lincolnshire
DN38 6AE

Sub-Hire Agreement Amendment Letter

Date: 08/11/2017

We, Svenska Handelsbanken AB (publ), ("We", "Us", the "Lender"), refer in this amendment letter (the "Amendment Letter") to the Hire Purchase Agreements referred to in the Schedule (together, the "Agreements") which are, or will be, the subject of a Novation Deed entered into, or to be entered into, as applicable (the "Novation Deed") between Handelsbanken Finans AB (publ), Us and you Singleton Birch Limited ("You", the "Hirer") and write to confirm the following amendments to the Agreements. Unless otherwise stated, terms defined in the Agreements have the same meaning herein.

The Lender and the Hirer agree that paragraphs 1 to 4 (inclusive) of this Amendment Letter shall take effect on the Effective Date, as defined in the Novation Deed. If the Effective Date has not occurred by 30 June 2018, this Amendment Letter shall terminate and shall not have any effect.

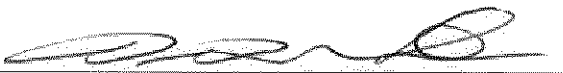
1. Notwithstanding the provisions of Clause 7.10 or 8.1.10 as applicable of each Agreement the Lender agrees that the Hirer shall be entitled to sub-hire or sub-lease all or any of the Goods subject to each Agreement in a form for the time being approved by the Lender for the purpose, to sub-hirers or sub-lessees of good repute at commercial rents but in that event:
 - A. The terms of any sub-letting or sub-hiring shall be in a form which reflect the obligations in substance imposed on the Hirer under the terms of the relevant Agreement;
 - B. The entering into by the Hirer of any such sub-hire or sub-let shall in no way relieve or diminish the Hirer's obligations under any Agreement;
 - C. The Hirer shall submit to the Lender on demand at any time a list and/or copies of all or such sub-hire or sub-lease agreements then current;
 - D. The Hirer shall not assign charge or otherwise dispose of the benefit of any such sub-hire or sub-lease agreement or attempt to do any of these things;
 - E. The Hirer shall deposit with the Lender if and when so required by notice in writing from the Lender all or any of the sub-hire or sub-lease agreements then current;
 - F. In relation to an Agreement, this permission to sub-hire or sub-let shall only last for so long as that Agreement subsists after the occurrence of the Effective Date (as defined in the Novation Deed);
 - G. Each sub-hire or sub-lease agreement shall contain an absolute prohibition against sub-hiring or sub-leasing the Goods or any of them.
2. In consideration of the Lender permitting the sub-hire and/or sub-letting of Goods subject to the Agreements, the Hirer assigns, on the Effective Date (as defined in the Novation Deed), to the Lender by way of security for the due and proper payment by the Hirer of each and every sum that may become due to the Lender under the Agreements and under any other agreement for the time being in force between the Lender and the Hirer (notwithstanding 1(D) & (B) above) all such sub-hire or sub-lease agreements whether present or future and to this end the Hirer, with effect from the Effective Date (as defined in the Novation Deed), irrevocably appoints the Lender or any agent or substitute appointed by the Lender in the Hirer's name and on its behalf to execute such further deeds or documentation (including without limitation a notice of assignment to any sub-hirer or sub-lessee) as are necessary to give effect to or to perfect the assignment hereby effected.
3. The Lender further agrees that the Hirer shall, without prejudice to the Lender's rights under the Agreements, be entitled under the terms of the sub-hire or sub-lease agreement to require the sub-hirer or sub-lessees to fulfil all or any of the insurance obligations set out above but in that event the Hirer shall fully indemnify the

Lender against any loss or damage suffered as a result of these arrangements howsoever arising and shall in any event maintain in the Hirer's own name third party contingent liability cover.

4. Except as amended by this Amendment Letter all terms and conditions of the Agreements will remain unchanged and in full force and effect.
5. This Amendment Letter may be executed in any number of counterparts and by the Hirer and the Lender on separate counterparts, but shall not be effective until each has executed at least one counterpart. Each counterpart shall constitute an original of this Amendment Letter, but all the counterparts shall together constitute one and the same instrument.
6. The Lender and the Hirer agree that if, for any reason, this Amendment Letter does not take effect in relation to it as a deed, this Amendment Letter shall nevertheless take effect in relation to it in simple form as a contract under hand. The Lender and the Hirer agree that if, for any reason, this Amendment Letter does not take effect as a deed in relation to the other, this will not affect the effectiveness of this Amendment Letter or prevent it from taking effect as a deed, or a contract under hand, as applicable, in relation to it.

This Amendment Letter has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

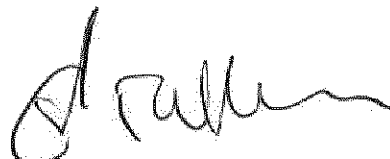

Executed as a deed on behalf of Svenska Handelsbanken AB (publ), a public banking Company incorporated in Sweden,

By: X 

And X 

being persons who, in accordance with the laws of that territory, are acting under the authority of the Company

Executed as a deed by Singleton Birch Limited acting by Ellen Tatterton a director, in the presence of:

Signature of Director



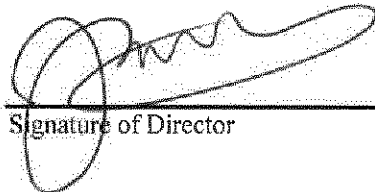
Signature of Witness

Name of witness: J. PERCH.

Occupation of witness: ASSISTANT ACCOUNTANT

Address of witness: SOUTH VIEW, WOLD ROAD, BARROW ON HUMBER
N.Lincs. DN19 7DQ

Executed as a deed by Singleton Birch Limited acting by Richard Stansfield a director, in the presence of:



Signature of Director



Signature of Witness

Name of witness: J. PERCH

Occupation of witness: ASSISTANT ACCOUNTANT

Address of witness: SOUTH VIEW, WOLD ROAD, BARROW ON HUMBER
N.Lincs DN19 7DQ 2

SCHEDULE

TYPE OF AGREEMENT	AGREEMENT NUMBER
Hire Purchase Agreement	1516698398