

MR01

Particulars of a charge



Companies House

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

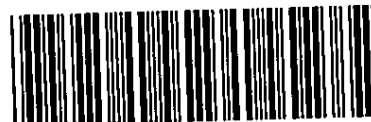
You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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
instrument Use form MR01

For further information please

This form must be delivered to the Registrar for registration
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



A40 *A36LCWHC* #327
26/04/2014
COMPANIES HOUSE

☒ 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 7 8 7 6 2 6 0

Company name in full MACISAAC P LIMITED

2 For official use

→ **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 1 6 0 4 2 0 1 4

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 SNAP-ON UK HOLDINGS LIMITED

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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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			

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 checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
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6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p>✓ <input checked="" type="checkbox"/> Yes Continue</p> <p><input 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 checked="" type="checkbox"/> Yes</p>	
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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>	
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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

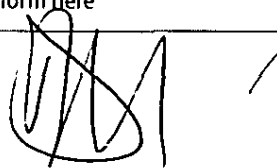
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

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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
JULIE GREEN

Company name
SNAP ON FINANCE LTD

Address
TELFORD WAY INDUSTRIAL ESTATE

Post town
KETTERING

County/Region
NORTHANTS

Postcode
N N 1 6 8 S N

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: 7876260

Charge code: 0787 6260 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2014 and created by MACISAAC P LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2014

Given at Companies House, Cardiff on 1st May 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DX

DATED 16th APRIL 2014

MACISAAC P LIMITED

-and-

SNAP-ON U K HOLDINGS LIMITED

DEBENTURE

This is a true certified copy

A handwritten signature in black ink, appearing to be 'Julie Green', with a stylized, cursive script.

JULIE GREEN 24.4.14.

DEBENTURE dated 16th APRIL 2014.

PARTIES

- (1) MACISAAC P LIMITED a company registered in England under Number 7876260 whose registered office is FIRST FLOOR, BLACK COUNTRY HOUSE, ROUNDS GREEN ROAD, OLDBURY, WEST MIDLANDS, B69 2DG ("the Borrower")
- (2) SNAP-ON U K HOLDINGS LIMITED a company registered in England under Number 2648720 whose registered office is situated at Chichester Telford Way, Kettering, Northants, NN16 8SN (the "Lender")

WITNESSETH as follows

- 1 This Debenture which is expressly made for securing present and further advances shall be a continuing security to the Lender for the discharge on demand of
- (a) all present and/or future indebtedness of the Borrower (whether solely or jointly with any other person and whether as principal or surety) to the Lender including interest,
 - (b) all other obligations and liabilities whatsoever of the Borrower (whether solely or jointly with any other person and whether as principal or surety) to the Lender whether present, future, actual and/or contingent, and
 - (c) all costs, charges and expenses howsoever incurred by the Lender in relation to this Debenture and such indebtedness and/or liabilities on a full indemnity basis
- and for the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgement) at the rate of 8 5 % per annum
- 2 The Borrower hereby covenants to pay on demand the sums set out in clause 1 and as beneficial owner and with full title guarantee and to the intent that the security created shall rank as a continuing security for all the indebtedness, liabilities and obligations referred to in clause 1

hereby charges

- (a) by way of fixed charge all equipment now or hereafter belonging to the Borrower;
- (b) by way of fixed charge all book debts and other debts now and from time to time due or owing to the Borrower,
- (c) by way of fixed charge its goodwill and the benefit of any licenses held by or for the Borrower, and
- (d) by way of floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of fixed charge pursuant to the foregoing sub-clauses if and to the extent that such charges as aforesaid shall fail as fixed charges but without prejudice to any such fixed charges as shall continue to be effective

3 All the charges created or agreed to be created by this Debenture are, or in the case of future property shall be, first charges

4 (a) During the continuance of this security the Borrower shall pay into a current account or a separate designated account (as the Lender may require) of the Borrower with Barclays Bank Plc (or such other bank as the Lender may from time to time nominate) (the "Relevant Bank"), all monies which it may receive in respect of the book debts and other debts hereby charged and pay or otherwise deal with such monies standing in such account in accordance with any directions from time to time given in writing by the Lender

(b) Prior to any demand being made by the Lender for repayment under any agreement between the Borrower and the Lender or to this security becoming enforceable, in the absence of any directions from the Lender any monies received by the Borrower and paid into such account as is referred to in clause 4(a) above in respect of the book debts and other debts hereby charged shall, upon such payment in, stand released from the fixed charge on such debts hereinbefore created by this Debenture and shall stand

subject to the floating charge hereinbefore created by this Debenture over the other property and assets of the Company

(c) Any such release as is referred to in clause 4(b) shall in no respects derogate from the subsistence and continuance of the said fixed charged on all other book and other debts of the Borrower for the time being outstanding

(d) During the continuance of this security the Borrower shall also

(1) if called upon to do so by the Lender execute a legal assignment of such book debts and other debts to the Lender in such terms as the Lender may require and give notice thereof to the debtors from whom the debts are owing or incurred and take such other steps as the Lender may require to perfect such legal assignment,

(2) deal with such book debts and other debts in accordance with any directions from time to time given in writing by the Lender (subject to any rights of the Relevant Bank in respect thereof, save insofar as such rights arises out of any security held by the Relevant Bank over the assets of the Borrower which ranks after the security hereby or otherwise granted to the Lender by the Borrower) and in default of and subject to any such directions deal with the same only in the course of getting in and realising the same (but not sell, assign, factor or discount the same in any way), and

(3) permit the Relevant Bank to furnish directly to the Lender from time to time upon request full statements and particulars for the Borrower's account with it and such other financial statements and information in respect of the assets and liabilities of the Borrower as are from time to time available to such bank

5 With reference to the property, assets and rights subject to the floating charge the Borrower shall not be at liberty without the consent in writing of the Lender to

(a) create any mortgage, charge or lien ranking in priority to or pari passu with that charge,

and/or

- (b) sell, transfer or dispose of the whole or except in the ordinary course of business any part of the Borrower's undertaking or assets, but shall not sell, transfer or otherwise dispose of any of its undertaking or assets subject to a fixed charged under this Debenture

6 (a) The Borrower shall

- (1) keep such of the Charged Assets as are insurable comprehensively insured to the Lender's satisfaction in writing (and, if so required by the Lender, in the joint names of itself and the Company) against loss or damage by fire and other usual risks and such other risks at the Lender may require, to their full replacement value and, where such insurance is not in joint names, procure that the Lender's interest is noted on all policies,
- (2) duly and promptly pay all premiums and other monies necessary for maintaining the insurance's required under clause 6(a)(1) and on demand produce the insurance policies and premium receipts to the Lender,
- (3) apply any insurance monies received in making good the loss or damage in respect of which the monies is received or in or towards discharge of the sums from time to time owing to the Lender as the Lender may in its absolute discretion require,
- (4) keep the Charged Assets in good repair and working order, and
- (5) execute and do all such assurances and things as the Lender may reasonably require for perfecting the security constituted by this Debenture and, after the monies secured by it shall have become payable, for facilitating the realisation of the Charged Assets or any part thereof and for exercising all powers, authorities and discretion's conferred by this Debenture upon the Lender or any Receiver appointed by the Lender

(b) If the Borrower fails to perform any of its obligations under clauses 6(a)(1), (2) and (4), the Lender may take out or renew any insurance or effect such repairs and take such other action as it may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Borrower on demand without, in any such case, becoming liable to account as a mortgagee in possession. If the Borrower fails (in response to a written request by the Lender) to produce an insurance policy or premium receipt as specified in clause 6(a)(2) in respect of any part of the Charged Assets the Lender shall be entitled to assume that the Borrower has made default in insuring it as required by clause 6(a)(1).

(c) The Lender may by notice to the Borrower convert the floating charge into a specific charge as regards any assets specified in the notice which the Lender shall consider to be in danger of being seized or sold under any form of distress, execution or other process levied or threatened and may appoint a Receiver (as hereinafter defined) or an administrator thereover.

7 The Borrower shall promptly notify the Lender of any consideration of whether to and/or decision to apply for a moratorium and/or call a meeting to discuss any proposal for an arrangement with the Borrower's creditors and/or appoint and/or apply for the appointment of an administrator, appoint a receiver (whether administrative receiver or otherwise), liquidator, or similar official in respect of the Borrower and/or any of its assets and, if any such moratorium and/or arrangement is made and/or official is appointed, of the terms of the moratorium and/or arrangement and/or appointment.

8 Section 103 of the Law of Property Act 1925 (the "Act") shall not apply to this security which shall immediately become enforceable and the power of sale and other powers conferred by Section 101 of the Act as varied or extended by this security shall be immediately exercisable at any time after notice demanding payment of any moneys hereby secured shall have been served by the Lender on the Borrower and/or at any time after the occurrence of any of the events mentioned in clause 7, whether or not such event is notified to the Lender. The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Act shall not apply to this security.

9 At any time after this security shall have become enforceable the Lender may by writing under the hand of any director or other officer of the Lender appoint any person (or persons) to be a receiver or receiver and manager or administrative receiver ("Receiver") of all or any part of the Borrower's property and assets (and where two or more persons are appointed to be Receiver the Lender will in the appointment declare whether any act required or authorised to be done by such Receivers is to be done by any one or more of such Receivers from time to time holding office) and may (except as otherwise required by the Insolvency Act 1986) similarly remove any Receiver and appoint another in his stead Any Receiver shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts or defaults and for his remuneration A Receiver if an administrative receiver within the Insolvency Act 1986 shall have the powers conferred by Schedule 1 of that Act and any Receiver shall have power

- (a) to take possession of, collect and get in the whole or any part of the Borrower's property and assets or such part thereof in respect of which the Receiver may be appointed,
- (b) to manage or carry on or concur in carrying on the business of the Borrower as he may think fit and for that purpose to raise or borrow money to rank for payment in priority to this security and with or without a charge on the property hereby charged or any part of it,
- (c) to sell, convey, transfer, assign, lease or surrender leases of any of the property and assets hereby charged on such terms as he may think fit in the name of the Borrower or otherwise and so that he may do any of these things for a consideration consisting of shares or securities of any other company,
- (d) to settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the business of the Borrower or the Charged Assets or in any way relating to this security, to bring, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the above matters, to disclose, abandon or disregard all or any of the outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security,

- (e) to appoint managers, officers and agents for any of the purposes mentioned in this clause 9, at such remuneration as the Receiver may determine,
- (f) to give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising all or any part of the Charged Assets,
- (g) to have access to and make use of the Charged Assets and accounting and other records of the Borrower and the services of its staff for all or any of the purposes mentioned in this clause 9,
- (h) generally to use the name of the Borrower in the exercise of all or any of the powers conferred by this Debenture or at law, and
- (i) to execute and do all such other acts, things and deeds as he may consider necessary or desirable for realising or preserving the property and assets hereby charged or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Debenture or otherwise and to exercise in relation to the property and assets hereby charged or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same

PROVIDED ALWAYS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and in so far as and for so long as the Lender shall in writing exclude the same

- 10 Without limiting the Lender's rights under clause 9 or at law, the Lender may, whether or not any demand has been made for payment of the indebtedness, appoint a Receiver if the Lender becomes aware of any of the matters referred to in clause 7 or if the Lender shall consider that the security created by this Debenture shall be otherwise in jeopardy.
- 11 All moneys received by any Receiver shall be applied by him in the following order

- (a) in payment of all costs, charges and expenses incurred and payments made by the Lender or the Receiver in the exercise of all or any of its or his powers and of and incidental to the appointment of the Receiver,
 - (b) in payment of remuneration to the Receiver at such rates as may be agreed between him and the Lender at or at any time after his appointment,
 - (c) in or towards discharge of the liabilities hereby secured in such order as the Lender may from time to time require;
 - (d) the surplus (if any) shall be paid to the Borrower or other person entitled to it
- 12 This debenture is intended to contain a qualifying floating charge and the Lender may not only appoint an administrative receiver, but may also appoint an administrator at any time after this security shall have become enforceable
- 13 The powers conferred on mortgagees or Receivers by statute or common law shall apply to this security except insofar as they are expressly or impliedly excluded and where there is any ambiguity or conflict between such powers and those contained in this security the terms of this security shall prevail
- 14 The Borrower hereby by way of security irrevocably appoints each of the Lender and any person nominated in writing under the hand of any officer of the Lender including every Receiver appointed hereunder as a several attorney of the Borrower with full power of substitution for the Borrower and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or deemed proper for any of the purposes of this security
- 15 The Borrower shall from time to time supply to the Lender such accounts or other information concerning the assets, liabilities and affairs of the Borrower as the Lender may require
- 16 In case the Borrower shall have more than one account with the Lender it shall be lawful for the Lender at any time and without any prior notice in that behalf forthwith to transfer all or any

part of any balance standing to the credit of any such account to any other such account which may be in debit but the Lender shall notify the Borrower of the transfer having been made

- 17 A demand or notice hereunder shall be in writing signed by an officer or agent of the Lender and may be served on the Borrower by hand or by post and either by delivering the same to any officer of the Borrower at any place or by addressing the same to the Borrower at its registered office or a place of business last known to the Lender, if such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding it be returned undelivered
- 18 No failure on the part of the Lender to exercise, and no delay on its part in exercising any right or remedy under this Debenture or any other document will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise any other right or remedy The rights and remedies provided in this Debenture are cumulative and not exclusive of any other rights or remedies provided by law Any waiver and any consent by the Lender under this Debenture must be in writing and may be given subject to any conditions thought fit by the Lender Any waiver or consent shall be effective only in the instance and for the purpose for which it is given
- 19 The Lender and every Receiver, attorney, manager, agent or other person appointed by the Lender or any Receiver under this Debenture shall be entitled to be indemnified out of the Charged Assets in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them or him under this debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets and the Lender and any Receiver may retain or pay all sums in respect of such liabilities and expenses out of any monies received under the powers conferred by this Debenture
- 20 All costs, charges and expenses (including legal expenses) incurred by the Lender and all other monies paid by the Lender or any Receiver in perfecting or otherwise in connection with this Debenture and all costs of the Lender or the Receiver in enforcing or endeavouring to enforce any rights or remedies arising out of or pursuant to this Debenture shall be recoverable from the

Borrower as a debt payable on demand (on a full and unlimited indemnity basis) and in the currencies in which they were incurred by the Lender and shall be charged on the Charged Assets

- 21 A certificate by an officer of the Lender as to the amount of any indebtedness or any credit balance on any of the Borrower's accounts with the Lender at any time shall be conclusive unless manifestly incorrect
- 22 The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall be independent of any other security which the Lender may now or at any time hold on all or any part of the assets of the Borrower for or in respect of all or any part of the monies, obligations and liabilities hereby covenanted to be paid or discharged and it is hereby declared that no prior security held by the Lender over the property hereby charged or any part of it shall merge in the security created hereby or pursuant hereto
- 23 The paper on which this Debenture is written is and shall remain the property of the Lender
- 24 The Lender may place and keep to the credit of a suspense account for so long as the Lender may think fit any monies received by virtue of this Debenture or any other security without any obligation in the meantime to apply the same or any part thereof in or towards the discharge of the money for the time being secured
- 25 If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent charge or other interest affecting any part of the property hereby charged and/or the proceeds of sale thereof, the Lender may open a new account, or accounts, with any person for whose liabilities this debenture is available as security. If the Lender does not open such account it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, notice and from that time all payments made to the Lender shall be credited, or treated as credited, to the new account and shall not operate to reduce the amount for which this debenture is security
- 26 The Lender shall be entitled at its absolute discretion to sell, transfer or otherwise dispose of this Debenture and the term "the Lender" shall include persons deriving title under the Lender

27 In this Debenture

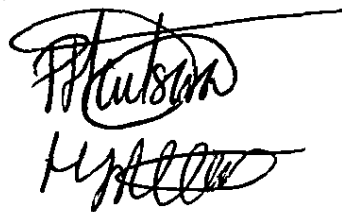
- (a) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted,
- (b) words importing the singular include the plural, words importing any gender include every gender, words importing persons include bodies corporate and unincorporate and references to the whole include the part, and (in each case) vice versa,
- (c) "Charged Assets" means the undertaking, assets and rights of the Borrower charged by or pursuant to any provision of this Debenture

28 This Debenture shall be governed by and construed in accordance with the laws of England No amendment of any provision of this Debenture shall be effective unless made by a written instrument executed by both parties under seal Each provision of this Debenture shall be construed separately and notwithstanding that any such provisions may prove to be illegal or unenforceable the remaining provisions of this Debenture shall continue in full force and effect

29 It is hereby certified by the Borrower that this Debenture does not contravene any of the provisions of the Borrower's Memorandum or Articles of Association or any other obligation binding on it and has been executed in accordance therewith

EXECUTED as a deed the day and year first before written

EXECUTED and DELIVERED as a)
deed by two authorised officers)
for and on behalf of MACISAAC P LIMITED)



Sole Director
Secretary

PAUL NEIL MACISAAC
HELEN JOY PETERS