



Registration of a Charge

Company name: **21ST CENTURY FLEET SYSTEMS LIMITED**

Company number: **01209516**



X7WRT5OH

Received for Electronic Filing: **09/01/2019**

Details of Charge

Date of creation: **21/12/2018**

Charge code: **0120 9516 0027**

Persons entitled: **ANDREW HOUGHTON**

Brief description: **NONE.**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1209516

Charge code: 0120 9516 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2018 and created by 21ST CENTURY FLEET SYSTEMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2019 .

Given at Companies House, Cardiff on 11th January 2019

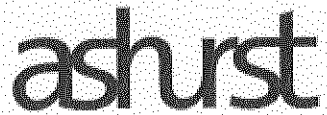
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Security Assignment of Receivables

21st Century Fleet Systems Limited

and

21st Century Passenger Systems Limited

as Chargors

and

Andrew Houghton

as Chargee

21 DECEMBER 2018

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THIS DEED is made on 21 DECEMBER 2018

BETWEEN:

- (1) **21ST CENTURY FLEET SYSTEMS LIMITED** (a company incorporated in England and Wales with registered number 01209516, whose registered office is at 12 Charter Point Way, Ashby-De-La-Zouch, LE65 1NF) ("**Chargor 1**");
- (2) **21ST CENTURY PASSENGER SYSTEMS LIMITED** (a company incorporated in England and Wales with registered number 02437872, whose registered office is at 12 Charter Point Way, Ashby-De-La-Zouch, LE65 1NF) ("**Chargor 2**");
- (3) **ANDREW HOUGHTON** of _____ (the "**Chargee**").

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

"Assigned Property" means the assets assigned to the Chargee by this deed;

"Borrower" means 21st Century Technology plc, a company incorporated in England and Wales with registered number 02974642, whose registered office is at 12 Charter Point Way, Ashby-De-La-Zouch, LE65 1NF;

"Chargor" means each of Chargor 1 and Chargor 2;

"Event of Default" means an Event of Default under paragraph 3.1 of schedule 2 (Conditions) to the Loan Note Instrument;

"Debtor" means a counterparty of a Chargor in respect of the Assigned Property;

"Loan Note Documents" means the Loan Notes and the Loan Note Instrument;

"Loan Note Instrument" means the instrument pursuant to which Loan Notes are constituted;

"Loan Notes" means the £250,000 ten per cent Secured Loan Notes 2022 issued on or around the date of this deed;

"Receiver" means a receiver or receiver and manager in each case appointed under this deed;

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of that asset or any part of that asset;
- (b) any monies and proceeds paid or payable in relation to that asset; and
- (c) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset;

"Priority Deed" means the deed of priority entered into between (amongst others) the Borrower, the Chargee, Robert Millington, Russell Singleton, Peter Stevens, William Bottomley and Will Richardson on or around the date of this deed;

"Receivables" means all book and other debts of any nature and all monetary claims;

"Secured Obligations" means all present and future liabilities and obligations at any time due, owing or incurred by the Chargors and/or the Borrower to the Secured Parties under the Transaction Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

"Secured Parties" means the Chargee and any Receiver;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

"Transaction Documents" means the Loan Note Documents, the Priority Deed and this deed.

1.2 Construction

(a) In this deed, unless a contrary intention appears, a reference to:

- (i) words and expressions defined in the Loan Note Documents have the same meanings when used in this deed unless otherwise defined in this deed;
- (ii) the principles of construction contained in clauses 1.2 to 1.6 (inclusive) (Definitions and Interpretation) of the Loan Note Instrument apply equally to the construction of this deed, except that references to the relevant Loan Note Document will be construed as references to this deed;
- (iii) **"assets"** includes present and future properties, revenues and rights of every description;
- (iv) a **"Chargor"**, the **"Chargee"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees;
- (v) a **"Loan Note Document"** or **"Transaction Document"** or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
- (vi) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
- (vii) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- (viii) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
- (ix) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (x) a provision of law is a reference to that provision as amended or re-enacted; and
- (xi) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.

- (b) Section, clause and schedule heading are for ease of reference only.
- (c) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

1.3 Third Party Rights

- (a) Any Receiver will have the right to enforce the provisions of this deed which are given in its favour however the consent of any Receiver is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

2. COVENANT TO PAY

Each Chargor as primary obligor covenants with the Chargee that it will on demand pay the Secured Obligations when they fall due for payment.

3. SECURITY ASSIGNMENT

Each Chargor, as security for the payment and discharge of the Secured Obligations, assigns absolutely in favour of the Chargee with full title guarantee all of its right, title and interest in the Receivables, both present and future, and all Related Rights, provided that on payment or discharge in full of the Secured Obligations the Chargee will at the request and cost of the Chargors re-assign the relevant rights, title and interest in the Assigned Property to the relevant Chargor (or as it shall direct).

4. FURTHER ASSURANCE

- (a) Each Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, charges, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require in favour of the Chargee or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Chargee or any Receiver provided by or pursuant to this deed or by law; and/or
 - (ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Chargee or any Receiver by or pursuant to this deed.

5. REPRESENTATIONS AND WARRANTIES

5.1 Matters Represented

Each Chargor represents and warrants to the Chargee as set out in clause 5.2 (Status) to clause 5.6 (Validity and Admissibility in Evidence) (inclusive) on the date of this deed and on each day that any Secured Obligation is outstanding.

5.2 Status

- (a) It is a corporation, duly incorporated and validly existing under the laws of England and Wales.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

5.3 Binding Obligations

- (a) The obligations expressed to be assumed by it in this deed are legal, valid, binding and, subject to any general principles of equity, enforceable obligations.
- (b) Without limiting the generality of paragraph (a) above, this deed creates the security interests which it purports to create and those security interests are valid and effective.

5.4 Non-Conflict with other Obligations

The entry into and performance by it of, and the transactions contemplated by, this deed does not and will not conflict with:

- (a) any law or regulation applicable to it; or
- (b) its constitutional documents.

5.5 Power and Authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this deed and the transactions contemplated herein.

5.6 Validity and Admissibility in Evidence

All authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations or registrations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this deed; and
- (b) to make this deed admissible in evidence in England and Wales,

have been obtained or effected and are in full force and effect except for registration of this deed at Companies House in accordance with section 859D of the Companies Act 2006 which will be promptly effected by the Chargors after the date of this agreement.

6. NEGATIVE PLEDGE

Neither Chargor will not create or agree to create or permit to subsist any Security over all or any part of the Assigned Property except with the prior written consent of the Chargee.

7. RECEIVABLES

7.1 Perfection of Receivables Security

Following the occurrence of an Event of Default, each Chargor will, promptly following request by the Chargee give notice (substantially in the form set out in Schedule 1 (Form of notice to Debtors)) to the relevant Debtors in respect of the Assigned Property of the

security created by this deed over its interest therein and provide evidence satisfactory to the Chargee (acting reasonably) of the delivery of that notice.

8. ATTORNEY

(a) Each Chargor, by way of security, irrevocably and severally appoints the Chargee, each Receiver and any person nominated for the purpose by the Chargee or any Receiver (in writing and signed by an officer of the Chargee or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (i) which the relevant Chargor is required to do by the terms of this deed; and/or
- (ii) which is for the purpose of enabling the exercise of any rights or powers conferred on the Chargee or any Receiver by this deed or by law,

and each Chargor covenants with the Chargee and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

(b) The power given under paragraph (a) may be exercised at any time after:

- (i) the expiry of five days following the failure by the relevant Chargor to do that which it is required to do by the terms of this deed; or
- (ii) an Event of Default has occurred, which is continuing.

9. ENFORCEMENT

9.1 Exercise of Enforcement Powers

At any time after an Event of Default has occurred:

- (a) the security created by or pursuant to this deed is immediately enforceable;
- (b) the Chargee may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Assigned Property; and
- (c) the Chargee may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Chargee or on a Receiver, irrespective of whether the Chargee has taken possession or appointed a Receiver of the Assigned Property.

9.2 Appointment of Receiver

(a) Subject to paragraph (c) below, if:

- (i) an Event of Default has occurred; or
- (ii) so requested by the Chargors,

the Chargee may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Assigned Property.

(b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.

- (c) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Chargor, or anything done with a view to obtaining such a moratorium.

10. EXTENSION AND VARIATION OF STATUTORY POWERS

10.1 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed (to the extent possible), unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

10.2 Section 101 LPA Powers

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed.

10.3 Restrictions Dis-applied

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

11. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

11.1 Receiver as Agent

Each Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him or her. The Chargee will not be responsible for any misconduct, negligence or default of a Receiver.

11.2 Powers of Receiver

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 (to the extent relevant) shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

- (a) enter into or cancel any contracts on any terms or conditions;
- (b) redeem any prior Security on or relating to the Assigned Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (c) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Assigned Property;
- (d) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 11.2, or otherwise incidental or conducive to the

preservation, improvement or realisation of the Assigned Property, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of the relevant Chargor and exercise the relevant power in any manner which he may think fit.

11.3 Removal of Receiver

The Chargee may by notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

11.4 Remuneration of Receiver

The Chargee may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

11.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

12. PROTECTION OF THIRD PARTIES

12.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Chargee or any Receiver shall be obliged or concerned to enquire whether:

- (a) the right of the Chargee or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

12.2 Receipt Conclusive

The receipt of the Chargee or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Chargee or any Receiver.

13. PROTECTION OF CHARGEES AND RECEIVER

13.1 No Liability

Neither the Chargee nor any Receiver shall be liable in respect of any of the Assigned Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its respective powers, unless caused by its gross negligence or wilful default.

13.2 Indemnity

- (a) Each Chargor shall promptly indemnify the Chargee and every Receiver against any cost, loss or liability incurred by any of them as a result of:

- (i) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (ii) the taking, holding, protection or enforcement of the security constituted by this deed;
 - (iii) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Chargee and each Receiver by this deed or by law;
 - (iv) any default by the relevant Chargor in the performance of any of the obligations expressed to be assumed by it in this deed; or
 - (v) acting as Chargee or Receiver (otherwise, in each case, than by reason of the relevant Chargee's or Receiver's gross negligence or wilful misconduct).
- (b) Each Chargor expressly acknowledges and agrees that the continuation of its indemnity obligations under this clause 13.2 will not be prejudiced by any release of security or disposal of any Assigned Property.
 - (c) The Chargee and every Receiver may, in priority to any payment to the other Secured Parties, indemnify itself out of the Assigned Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 13.2.

14. APPLICATION OF ENFORCEMENT PROCEEDS

14.1 Order of Application

Subject to the terms of the Priority Deed, all proceeds of enforcement (whether cash or non-cash) received or recovered by the Chargee or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the following order notwithstanding any purported appropriation by a Chargor:

- (a) in discharging any sums owing to the Chargee or any Receiver; and
- (b) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of the security created by this deed taken in accordance with the terms of this deed.

14.2 Suspense Account

- (a) Until the Secured Obligations are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of the Chargors' liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Loan Note Documents but at the time when amounts may or will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

15. PROTECTION OF SECURITY

15.1 Continuing Security

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing.

15.2 Other Security

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Chargee or any Receiver may now or after the date of this deed hold for any of the Secured Obligations.
- (b) This security may be enforced against a Chargor without first having recourse to any other rights of the Chargee or any Receiver.

15.3 Cumulative Powers

- (a) The powers which this deed confers on the Chargee and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Chargee or any Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Chargee and any Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

15.4 Amounts Avoided

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

15.5 Discharge Conditional

If any discharge, release or arrangement (whether in respect of the obligations of the Chargors or in respect of any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the relevant Chargor under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

15.6 Waiver of Defences

The obligations of each Chargor under this deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Loan Note Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Note Document or any other document or security; or
- (g) any insolvency or similar proceedings.

15.7 Non-competition

Until all amounts which may be or become payable in respect of the Secured Obligations have been irrevocably paid in full and unless the Chargee otherwise directs, neither Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being payable, or liability arising under this deed:

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of such Chargor's liability under this deed;
- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Loan Note Documents; and/or
- (c) to claim or prove as a creditor of any other Chargor or the Borrower in competition with any Secured Party.

Each Chargor shall hold any benefit, payment or distribution received by it contrary to this clause 15.7 (Non-competition) on trust for the Secured Parties and shall promptly pay or transfer the same to the Chargee or as the Chargee may direct for application in accordance with clause 14 (Application of Enforcement Proceeds).

15.8 Redemption of Prior Charges

The Chargee may, at any time after an Event of Default has occurred, redeem any prior Security on or relating to any of the Assigned Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor. Each Chargor will on demand pay to the Chargee all principal monies and interest and all losses incidental to any such redemption or transfer.

16. COSTS AND EXPENSES

16.1 Enforcement Expenses

Each Chargor shall, within three Business Days of demand, pay to each of the Chargee and any Receiver the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this deed and any proceedings instituted by or against the Chargee and any Receiver as a consequence of taking or holding the security created by this deed or enforcing these rights.

16.2 Stamp Duties, etc.

Each Chargor shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this deed.

17. SET-OFF

- (a) Any Secured Party may set off any matured obligation due from a Chargor under the Loan Note Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of the relevant Chargor is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

18. NOTICES

18.1 Communications in Writing

Any communication made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

18.2 Addresses

The address and fax number of each party to this deed for any communication or document to be made or delivered under or in connection with this deed is as shown immediately after its name on the execution pages of this deed or any substitute address or fax number as the party may notify to the Chargee (or the Chargee may notify to the parties, if a change is made by the Chargee) by not less than five Business Days' notice.

18.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,and, if a particular department or officer is specified as part of its address details provided under clause 18.2 (Addresses), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee.

18.4 Electronic Communication

Any communication to be made in connection with this deed, between the parties to this deed may be made by electronic mail or other electronic means:

- (a) to the extent that the parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any electronic communication made between the parties will be effective only when actually received in readable form.
- (c) Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

19. CHANGES TO PARTIES

19.1 Assignment by the Chargee

The Chargee may at any time assign or otherwise transfer all (but not any part) of its rights under this deed to any person to whom it has transferred all of its rights under and in accordance with the Loan Note Documents.

19.2 Changes to Chargee

Each Chargor authorises and agrees to changes to the Chargee in accordance with the terms of the Loan Note Instrument, and authorises the Chargee to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

20. CURRENCY

20.1 Conversion

All monies received or held by the Chargee or any Receiver under this deed may be converted into any other currency which the Chargee considers necessary to discharge any obligations and liabilities comprised in the Secured Obligations in that other currency at a market rate of exchange then prevailing.

20.2 No Discharge

No payment to the Chargee (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Chargee has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Chargee shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

21. MISCELLANEOUS

21.1 Certificates Conclusive

A certificate or determination of the Chargee as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

21.2 **Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

21.3 **Counterparts**

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

21.4 **Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

21.5 **Covenant to Release**

Once all the Secured Obligations have been paid in full and none of the Chargee nor any Receiver has any actual or contingent liability to advance further monies to, or incur liability on behalf of the Chargors or the Borrower under the Loan Note Documents, the Chargee and each Receiver shall, at the request and cost of a Chargor, take any action which is necessary to release the Assigned Property from the security constituted by this deed.

22. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a "**Dispute**").
- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

IN WITNESS whereof this deed has been duly executed and delivered on the above date first above written.

SCHEDULE 1

Forms of notice to Debtors

To: **[insert name and address of counterparty to each Receivable]**

Dated: ●

Dear Sirs

Re: [here identify the relevant Receivable] (the "Debt")

We notify you that **[insert name of relevant Chargor]** (the "**Chargor**") has assigned to **[insert name of Chargee]** (the "**Chargee**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the Debt as security for certain obligations owed by the Chargor to the Secured Parties.

We further notify you that:

1. you are authorised to disclose information in relation to the Debt to the Chargee on request;
2. you must pay all monies to which the Chargor is entitled in respect of the Debt direct to the Chargee (and not to the Chargor) unless the Chargee otherwise agrees in writing; and
3. the provisions of this notice may only be revoked with the written consent of the Chargee.

Please sign and return the enclosed copy of this notice to the Chargee (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions; and
- (b) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Debt.

The provisions of this notice are governed by English law.

Yours faithfully

.....

Name:

for and on behalf of

[insert name of relevant Chargor]

[On acknowledgement copy]

To: **[insert name and address of Chargee]**

Copy to: **[insert name and address of relevant Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) and (b) above.

.....
Name:
for and on behalf of
[insert name of Debtor]

Dated: ●

SIGNATORIES

Chargor 1

Executed as a deed by **21ST CENTURY**)
FLEET SYSTEMS LIMITED:)
)
)

Director

.....
Name: *R. SINGLETON*

Director/Secretary

.....
Name: *N. LOWE*

Notice Details

Address: 12 Charter Point Way, Ashby-De-La-Zouch, LE65 1NF

Facsimile:

Attention:

Chargor 2

Executed as a deed by **21ST CENTURY**)
PASSENGER SYSTEMS LIMITED:)
)
)

Director

.....
Name: *R. SINGLETON*

Director/Secretary

.....
Name: *N. LOWE*

Notice Details

Address: 12 Charter Point Way, Ashby-De-La-Zouch, LE65 1NF

Facsimile:

Attention:

Chargee

Executed as a deed
by **ANDREW HOUGHTON**
in the presence of:

)
)
)

Signature

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
Philip Harrison
.....
.....
.....
.....
.....
.....

Notice Details

Address:

Facsimile:

Attention: