78355319/13 L CH

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
Please go to www companies

SATURDAY

A27O4KM9
A19 04/05/2013 #5
COMPANIES HOUSE

✓ **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 i instrument Use form MR08

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

For official use 7

Company number ✓ 01305337

Company name in full ✓ WESTMADE LIMITED

→ **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 ✓ d 02 m 05 y 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 ✓ TECHNICAL & GENERAL GUARANTEE COMPANY SA
18 AVENUE LOUIS CASAI, 1209, GENEVA SWITZERLAND

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

N/A

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☑ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ **Yes**

☑ **No**

8 Trustee statement ❶

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

☐

❶ 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 GENERAL MANAGER

Company name TECHNICAL & GENERAL GUARANTEE COMPANY SA

Address 18 AVE LOUIS CASAI

Post town GENEVA

County/Region GE

Postcode 1 2 0 9

Country SWITZERLAND

DX

Telephone 0041227917400

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

This form has been provided free of charge by Companies House

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1305337

Charge code. 0130 5337 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd May 2013 and created by WESTMADE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2013

Given at Companies House, Cardiff on 13th May 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED The 2 day of May, 2013

WESTMADE LIMITED

and

TECHNICAL & GENERAL
GUARANTEE COMPANY S A.

CHARGE OVER (ADVANCE PAYMENT)
CASH SUM 13/GTG4518

We hereby certify this to be a true
and exact copy of the original

We hereby certify that
and exact copy of the

BOND NO 13/GTG4518

COCS ADV PMNT
Charge/AdvPmntCashSum_2009

CHARGE OVER (ADVANCE PAYMENT) CASH SUM

THIS CHARGE is made BETWEEN

(1) WESTMADE LIMITED (Company No 01305337) whose registered office is situate at Unit 6, 28 Blackmoor Road, Verwood, Dorset, BH31 6BB, United Kingdom ("the Chargor"); and

(2) TECHNICAL & GENERAL GUARANTEE COMPANY S A whose registered office address is situate at 18 Avenue Louis Casai, 1209 Geneva, Switzerland ("TGGC")

1. **Definitions and Interpretation**

1 1 In this Charge, unless the context otherwise requires

"the Bond" means any guarantee or bond issued by TGGC at the request of the Chargor;

"the Contract" means a contract made between ST. VINCENT COLLEGE (1) and the Chargor (2),

"Cash Sum" means the sum referred to in the Schedule hereto;

"Event of Default" means any failure to comply with any terms of this Charge, the Secured Documents or the Contract, an Insolvency Event, any substantive and/or material change in the Information, any action or inaction of the Chargor which in the opinion of TGGC is prejudicial to its interests and security, or an actual, potential or deemed call (as determined by TGGC) on the Bond,

"the Information" means the information and details provided by the Chargor or its directors, officers, employees or agents in the application or making of the application or negotiation with TGGC for the Bond and the Secured Liabilities;

"Insolvency Event" means in relation to the Chargor the serving of a statutory demand, a winding up petition, the appointment of an administrative receiver, the making of an administration order, the issue of a proposal for a voluntary arrangement, the making of any arrangement with creditors, or an order for the winding up of the Chargor is made or the Chargor is deemed unable to pay its debts or

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otherwise becomes insolvent, any application for the making of an administration order, any notice by a creditor appointing an administrative receiver or administrator or indicating a threat desire suggestion or proposal that an administrative receiver or administrator be appointed, the commencement of an action by any creditor, employee, contributor, director or shareholder or of any resolution intended to be considered by the members that the Chargor should be wound up or that an administrative receiver or an administration order should be made or that a proposal should be put forward to the creditors for a voluntary arrangement,

"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;

"Security Account" means the account referred to in the Schedule hereto or such other account as TGGC may appoint from time to time;

"LPA" means the Law of Property Act 1925.

"Secured Documents" means all and any deeds of counter indemnity, mortgage, charge, pledge, lien, assignment, security interest, title retention, preferential rights, trust arrangement, guarantee, indemnity or other security arrangement or agreement whatsoever or any right or option conferring a priority of payment made between the Chargor and TGGC as at the date hereof or from time to time,

"Secured Liabilities" means all monies obligations and liabilities whatsoever whether for principal interest contractual obligations or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Chargor to TGGC in any capacity (including, without limitation, the Chargor's obligations under the Secured Documents and/or this Charge) whether actual or contingent and whether alone severally or jointly with any other person, as principal guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever

1.2 References to clauses and schedules are to the clauses and schedules in this Charge

1 3 Clause headings are inserted for ease of reference only and are not to affect the interpretation of this Charge.

1 4 Except to the extent the context otherwise requires any reference in this document to 'this Charge' and any other document referred to in it includes any document expressed to be supplemental to or collateral with or which is entered into pursuant to or in accordance herewith or therewith and shall be deemed to include any instruments amending varying supplementing novating or replacing the terms of any such documents from time to time.

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1 5 References to a person are to be construed to include corporations firms companies partnerships individuals associations states and administrative and governmental and other entities whether or not a separate legal entity.

1 6 References to any person are to be construed to include references to that person's successors transferees and assigns whether direct or indirect.

1 7 References to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision.

1 8 The words 'other' and 'otherwise' are not to be construed *ejusdem generis* with any foregoing words where a wider construction is possible

1 9 The words 'including' and 'in particular' are to be construed as being by the way of illustration or emphasis only and are not to be construed as, nor shall they take effect as limiting the generality of any foregoing words.

2 **Covenant to Pay**

2 1 The Chargor covenants with TGGC that:

2 1.1 the Chargor will on demand perform and discharge its obligations under the Secured Documents and pay and discharge the Secured Liabilities when due to TGGC; and

2 1 2 the Chargor shall at all times comply with the terms of this Charge and each of the Secured Documents.

2 1.3 In the event that the Cash Sum due every month calculated as a percentage (%) of the monies received by the Chargor under the terms of the Contract, the Chargor shall provide to TGGC a written schedule every month of these monies received or, as the case may be, with a written confirmation that no monies were received under the Contract by the Chargor in that given month

2 1.4 In the event that the Cash Sum due every month is to be paid into or held in a bank account not controlled by TGGC, the Chargor shall provide to TGGC a copy bank statement every month evidencing that such Cash Sum has been paid pursuant to the terms of the Secured Documents.

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2.2 All sums payable by the Chargor under this Charge shall be paid without any set-off, counterclaim, withholding or deduction whatsoever except that, if the Chargor is required by law to make such withholding, the Chargor will simultaneously with making the relevant payment under this Charge pay to TGGC such additional amount as will result in the receipt by TGGC of the full amount which would otherwise have been receivable if there had been no withholding and will supply TGGC promptly with evidence satisfactory to TGGC that the Chargor has accounted to the relevant authority for the sum withheld or deducted

3. **Charge**

3.1. As a continuing security for the due payment, performance and discharge of the Secured Liabilities, the Chargor, as beneficial owner, charges in favour of TGGC, by way of first fixed charge, all the rights, title and interests, present and future, of the Chargor in and to the Cash Sum and all the entitlements to interest, the right to repayment and other rights and benefits accruing to or arising in connection with the Cash Sum and all the rights, title and interests, present and future, of the Chargor in and to all moneys in whatever currency from time to time standing to the credit of the Security Account, to the intent that such charge shall operate as a release of the Cash Sum to TGGC until the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of TGGC

3.2 If and in so far as the security referred to in Clause 3 1 shall be ineffective as a first fixed charge, it shall take effect as a first floating charge.

3 3 TGGC may, at any time and from time to time, by notice in writing to the Chargor, convert the floating charge referred to in Clause 3 2 into a specific fixed charge Such floating charge shall (in addition to the circumstances in which the same shall occur under general law) automatically be converted into a specific fixed charge·

(a) on the convening of any meeting of the members of the Chargor to consider a resolution to wind up the Chargor,

(b) immediately prior to the presentation of a petition (other than a frivolous or vexatious petition) to wind up the Chargor,

(c) if the Chargor fails to comply with its obligations under Clause 7.1,

(d) if any person levies or attempts to levy distress, execution or sequestration against the Security Account; or

(e) upon the occurrence of an Event of Default

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3.4 TGGC shall be entitled to retain this Charge for such period as TGGC may deem to appropriate in order to protect the interests of TGGC in respect of the Secured Liabilities

4 **Terms of the Cash Sum**

4 1 TGGC shall hold the Cash Sum as security and shall have entire control over the Security Account and the Chargor shall not be entitled to withdraw or transfer the Cash Sum or any part of it during the continuance of this Charge The provisions of this Charge shall take priority in the event of any inconsistency over the terms on which the Cash Sum may have been paid This Charge shall continue in full force and effect until in the opinion of TGGC there has been no actual or deemed Event of Default and TGGC are satisfied that the Secured Liabilities have been duly paid and discharged and have ceased to exist whereupon TGGC shall repay to the Chargor an amount equivalent to the Cash Sum on such dates and in such manner as TGGC may in its absolute discretion determine

4.2 Interest shall accrue on the Cash Sum and at the discretion of TGGC a proportion of the interest may be payable to the Chargor on such dates and in such manner as TGGC may from time to time in its absolute discretion determine provided that if there is deemed to be an Event of Default then any such interest shall be credited to the Chargor but shall not form part of the Cash Sum Should there be any actual or deemed Event of Default then TGGC shall have the absolute and unfettered right to not accrue any interest to the sums held and/or levy against the Chargor reasonable penalty charges in respect of time expended by TGGC and its appointed officers in obtaining rectification of the Event of Default.

4 3 Any agreement (whether before on or after the date of this Charge) that the Cash Sum is to be held on any form of deposit shall be for the purposes of calculation and payment of interest only and shall not prejudice TGGC's rights or obligation under any provision of this Charge. TGGC may unilaterally terminate any such deposit arrangement at any time after the date on which all or any part of the Secured Liabilities shall become due performable or payable

4 4. If the Cash Sum is held on any form of deposit then on the expiry of any fixed time deposit period it may be re-deposited or successively re-deposited on such terms (including without limitation successive fixed time deposits) as may be determined by TGGC at its discretion

5. **Right of Set-off**

5 1 The Chargor authorises TGGC at any time (without prior notice) to apply the Cash Sum towards satisfaction of all or any of the Secured Liabilities whether actual or contingent as are then deemed due performable or payable as TGGC may think fit and towards satisfaction of the costs of maintenance of the Security Account and all

We hereby
and exact copy of the original
a true

related legal and other costs and expenses arising therefrom or from the operation of this Charge or any Secured Documents

5.2 TGGC is authorised to use all or any part of the Cash Sum to buy such other currencies as may be necessary to effect the application referred to in Clause 5.1 and the costs of buying such currencies shall be borne by the Chargor and shall form part of TGGC's right of set-off described in Clause 5.1

6. **Sequestration**

6 1 Should there be any actual or deemed (as determined by TGGC) Event of Default then TGGC shall have the absolute and unfettered right to sequester without notice any sum or sums held under this Charge as security for any actual, future or contingent liability assessed by TGGC or for those matters referred to in Clause 5 1 howsoever such a liability shall or may arise.

7. **Representations Warranties and Covenants by the Chargor**

7.1 The Chargor represents and warrants to TGGC and covenants that

(a) it is and will be the sole absolute and beneficial owner of the Cash Sum free from Security (other than this Charge) and will not create or attempt to create or permit to arise or subsist any Security (other than this Charge) on or over the Security Account;

(b) it has not sold assigned or otherwise disposed of or agreed to sell assign or dispose of and will not at any time during the subsistence of this Charge sell assign or otherwise dispose of or agree to sell assign or otherwise dispose of or agree to dispose of all or any of the Chargor's right title and interest in and to all or any part of the Cash Sum and shall not be capable of being so sold assigned or otherwise disposed of,

(c) it has and will at all times have the necessary power to enter into and perform its obligations under this Charge,

(d) this Charge constitutes its legal valid binding and enforceable obligations and is a security over all and every part of the Cash Sum effective in accordance with its terms;

(e) this Charge does not and will not conflict with or result in any breach or constitute a default under any agreement instrument or obligation to which the Chargor is a party or by which it is bound,

(f) all necessary authorisations and consents to enable or entitle it to enter into this Charge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Charge

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(g) the Information is correct and accurate,

(h) the directors and/or company secretary executing the Charge are duly and properly authorised by the board of directors and the Memorandum and Articles of Association of the Chargor to enter into the Charge and the Secured Documents;

(i) the Chargor is fully and properly constituted and solvent as at the date hereof; and

(j) the Chargor will within forty eight hours of an actual or perceived Event of Default or notification of an anticipated Event of Default inform TGGC,

(k) it is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation,

(l) it is not required under the law applicable where it is incorporated or resident or at its address specified in this Charge to make any deduction for or on account of tax from any payment it may make under this Charge;

(m) under the law of its jurisdiction of incorporation it is not necessary, that any stamp, registration or similar tax be paid on or in relation to this Charge or the transactions contemplated by this Charge;

(n) no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have (to the best of its knowledge and belief) been started or threatened against it,

(o) it and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (which shall include, without limitation, suit, attachment prior to judgment, execution or other enforcement),

(p) it has complied in all material respects with all tax laws and regulations applicable to it and its business,

(q) no Event of Default is continuing or might reasonably be expected to result from the entry into or performance of, or the transactions contemplated by, this Charge; and

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(r) no other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject

7 2 Each of the representations set out in Clauses 7.1 are deemed to be made by the Chargor by reference to the facts and circumstances then existing at all times during the continuance of this Charge

8. **Enforcement**

At any time after the occurrence of any Event of Default, TGGC may enforce this Charge and is authorised, without demand, further notice, legal process or any other action with respect to the Chargor or any other person, to retain and/or apply all or any part of the Cash Sum in or towards settlement or discharge of the Secured Liabilities in such way, on such terms and at such times as it in its absolute discretion may deem appropriate, free from any restrictions and claims and TGGC shall not be liable for any loss arising out of such retention and/or application

8 2 The Cash Sum will be treated as matured upon the occurrence of an Event of Default whereupon TGGC is entitled at any time to exercise the right under this Clause 8

8 3 The powers of TGGC under this Charge shall be construed in the widest possible sense and all parties intend that TGGC shall have as wide and flexible a range of powers as may be conferred (or, if not expressly conferred, as is not restricted) by any applicable law

9 **Continuing Security**

9 1 The security constituted by this Charge shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities or any other matter or thing whatsoever including the insolvency liquidation or administration of the Chargor and shall be binding until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

9 2 The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of s101 LPA immediately on the execution of this Charge and s 103 LPA (restricting the power of sale) s109 LPA (restricting the power to appoint a receiver) and s93 LPA (restricting the right of consolidation) shall not apply to this Charge

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9 3 No restrictions imposed by any applicable law on any immediate or other power of sale, application of proceeds or on any other right or on the consolidation of Security shall apply to this Charge, TGGC or to any Security given to TGGC pursuant to this Charge

9 4 TGGC may at any time, without thereby discharging impairing or otherwise affecting the security created by this Charge or the rights, powers and remedies conferred upon TGGC by this Charge or by law:

(a) offer or agree to or enter into any agreement for a variation of any Secured Documents,

(b) offer or agree to any waiver or release of any of the obligations of any person who is a party to any Secured Documents;

(c) compound with or prove in a bankruptcy winding-up liquidation or re-organisation of any person who is a party to any Secured Documents; or

(d) give or agree to give time or other indulgence to any person who is a party to any Secured Documents.

9 5 This Clause shall be in addition to and not in substitution for or derogation of any Security or Secured Documents or any other security for the Secured Liabilities and accordingly neither the security created by this Charge nor the rights powers and remedies conferred on TGGC by this Charge or by law shall be discharged impaired or otherwise affected by any

(a) failure by TGGC to take any Security or Secured Documents agreed to be taken between TGGC and any other person,

(b) total or partial invalidity voidability or unenforceability of any Security or Secured Documents taken or purportedly taken;

(c) release exchange transfer or substitution of any Security or Secured Documents;

(d) the death, bankruptcy, mental incapacity or insanity of the Chargor or any change in the constitution or powers of any partnership or other change in the persons constituting the Chargor or, where the Chargor is constituted as a company or corporation, by any change in their respective constitutions or powers or by any amalgamation reconstruction or merger involving such company or corporation,

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(e) any legal limitation or any immunity disability or incapacity of the Chargor or any party to any Security or Security Document or the fact that any dealings between TGGC and the Chargor or any party to any Security or Security Document may be outside or in excess of the Chargor's or such party's powers;

(f) time or other indulgence given to any person in respect of any of that person's obligations under any Security or Secured Documents, or

(g) an Event of Default

9.6 TGGC shall not be obliged before taking steps to enforce the security created by this Charge to exercise any of the rights powers and remedies conferred upon it by this Charge or by law to take action or obtain judgment in any court against the Chargor or any other person bound by or party to any of the Security or Secured Documents or to make or file any claim in a bankruptcy winding-up liquidation or re-organisation of the Chargor or any other person or to enforce or seek to enforce the Security or Secured Documents.

10. **Power of Attorney**

10.1 The Chargor by way of security irrevocably appoints TGGC to be the attorney of the Chargor (with full powers of substitution and delegation) for the Chargor and in its name or otherwise and on its behalf and as its act and deed to sign seal execute deliver perfect and do all deeds instruments notices documents acts and things which the Chargor may or ought to do under the covenants and provisions contained in this Charge and the Secured Documents and generally in its name and on its behalf to exercise all or any of the powers authorities and discretion conferred by or pursuant to this Charge and the Secured Documents on TGGC and to execute and deliver and otherwise perfect any deed assurance agreement instrument or act which it may deem proper in the exercise of all or any of the powers authorities and discretions conferred on TGGC pursuant to this Charge

10.2 The Chargor ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of Clause 10.1 and all money expended by any such attorney shall be deemed to be expenses incurred by TGGC under this Charge.

10 3 This power of attorney is coupled with an interest and is irrevocable during the subsistence of this Charge

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11 **Further Assurances**

11 1 Without prejudice to anything else contained in this Charge the Chargor shall at any time at the request of TGGC but at the cost of the Chargor promptly sign seal execute deliver and do all deeds instruments notices documents acts and things in such form as TGGC may from time to time require for perfecting or protecting the security over the whole or any part of the Cash Sum or for facilitating its realisation

12 **Currency Indemnity and Conversion**

12.1 If under any applicable law or regulation or pursuant to a judgment or order being made or registered against the Chargor or the liquidation of the Chargor or without limitation for any other reason any payment under or in connection with this Charge is made or fails to be satisfied in a currency (the 'payment currency') other than the currency in which such payment is expressed to be due under or in connection with this Charge (the 'contractual currency') then to the extent that the amount of such payment actually received by TGGC when converted into the contractual currency at the rate of exchange falls short of the amount due under or in connection with this Charge the Chargor as a separate and independent obligation shall indemnify and hold harmless TGGC against the amount of such shortfall. For the purposes of this Clause 'rate of exchange' means the rate at which TGGC is able on or about the date of such payment to purchase, in accordance with its normal practice, the contractual currency with the payment currency and shall take into account (and the Chargor shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange.

12 2 TGGC may convert any moneys received, recovered or realised under this Charge (including the proceeds of any previous conversion under this Clause 12 2) from their existing currency of denomination into such other currency of denomination as TGGC may think fit at such exchange rate as TGGC determines to be prevailing in the relevant foreign exchange market

13 **Costs**

13 1 All costs charges and expenses (including legal and out-of-pocket expenses) incurred by TGGC in relation to the negotiation, preparation and execution of this Charge or any of the other Secured Documents shall be reimbursed by the Chargor to TGGC on demand on a full indemnity basis

13.2 The Chargor will pay to TGGC, on demand, all of TGGC's expenses (including legal and out-of-pocket expenses) incurred in contemplation of, or in connection with, the preservation, enforcement or exercise of any rights under this Charge or any other Secured Document

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14 **Miscellaneous**

14.1 No delay or omission on the part of TGGC in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.

14 2 TGGC's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as TGGC deems expedient

14 3 Any waiver by TGGC of any terms of this Charge or any consent or approval given by TGGC under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given

14 4 The security constituted by this Charge shall be in addition to and shall not be prejudiced determined or affected by nor operate so as in any way to determine prejudice affect or merge in any Security which TGGC may now or at any time in the future hold for or in respect of the Secured Liabilities or any of them and shall not be prejudiced by time or indulgence granted to any person or any abstention by TGGC in perfecting or enforcing any remedies securities guarantees or rights it may now or in the future have from or against the Chargor or any other person or any waiver release variation act omission forbearance unenforceability indulgence or invalidity of any such remedy security guarantee or right

14 5 If at any time any one or more of the provisions of the Charge is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity or enforceability of the remaining provisions of this Charge nor the legality validity enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

14 6 Any statement certificate or determination of TGGC as to the Secured Liabilities the Cash Sum or without limitation any other matter provided for in this Charge shall in the absence of manifest error be conclusive and binding on the Chargor

14 7 The payment of the Cash Sum shall not be treated as or create any form of investment shareholding partnership trusteeship fiduciary relationship or any other legal or business relationship between the Chargor and TGGC whatsoever other than that specifically set out in this Charge

We hereby certify this to be a true and exact copy of the original

14 8 This Charge shall take effect for the benefit of TGGC and TGGC's successors and assigns TGGC may at any time assign or transfer all or any part of TGGC's rights benefits and/or obligations under this Charge to any person. If TGGC does so assign or transfer all or any part of TGGC's rights benefits and/or obligations hereunder, all references in this Charge to TGGC shall be construed as a reference to the assignee or transferee to the extent of the assignment or transfer TGGC may disclose to a potential assignee or transferee such information about the Chargor as TGGC thinks fit. The Chargor may not assign or transfer all or any part of the Chargor's rights and benefits under this Charge.

14 9 TGGC reserves the right at its absolute discretion to undertake such procedures and investigations as TGGC or its officers or advisors shall deem appropriate to ensure that the Cash Sum as defined in this Charge do not contravene any legislation or international convention relating to the prevention of money laundering. Such procedures and investigations will be chargeable to the Chargor at cost. Such procedures may or may not in any event affect the timing of the release or return to the Chargor of the Cash Sum TGGC shall not be held liable for any consequence whatsoever arising out of the timing of any refund.

15 **Communications**

Every notice demand or other communication shall be deemed to have been received (if sent by post) seven days after being posted first class postage prepaid or five working days after being posted prepaid airmail and (if delivered personally or despatched by telex (subject to receiving the correct telex answerback) or by facsimile transmission) at the time of delivery or despatch if during normal business hours on a working day in the place of intended receipt and otherwise at the opening of business in that place on the next succeeding such working day.

16 **Actions following breach of undertakings**

If the Chargor fails to observe or punctually perform any of its obligations under this Charge, TGGC shall be entitled (but not obliged) to take such action as it shall in its absolute discretion consider appropriate on behalf of or in the name of the Chargor or otherwise with a view to remedying or mitigating the consequences of any such failure and any moneys expended by TGGC in this regard shall be repayable by the Chargor to TGGC on demand together with default interest on the sums demanded.

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17 **Liability of TGGC**

TGGC shall not (either by reason of retaining and/or applying any Cash Sum or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor or any other person for any cost, loss, liability or expense incurred as a result of any act, default, omission or misconduct of TGGC or its officers, employees or agents in relation to the Security Account or the enforcement of, or exercise of, rights under this Charge except to the extent caused by its or their own gross negligence or wilful misconduct.

18 **Governing Law and Jurisdiction**

This Charge is governed by and shall be construed in accordance with the Laws of the England and Wales.

THE SCHEDULE

1.	Date of this Charge	The 2 day of May 2013
2.	Name and Address of the Chargor	WESTMADE LIMITED Unit 6, 28 Blackmoor Road, Verwood, Dorset, BH31 6BB, United Kingdom
3	Amount of Cash Sum	One Hundred and One Thousand, One Hundred and Seventy Six Pounds Sterling and Seventy Four Pence (£101,176 74)
4	Cash Sum Security Account Details:	
	Bankers	Coutts & Co
	Branch.	The Strand, London Branch
	Account No	07655053
	Sort Code:	18-00-02
5.	Secured Agreements	Deed of Counter Indemnity between the Chargor and TGGC in respect of an Advance Payment Guarantee issued by TGGC to ST. VINCENT COLLEGE ("the Acceptor") on behalf of the Chargor in respect of the Contract dated the 16th day of October 2012 between the Acceptor and the Chargor covering the Learning Resource Centre Refurbishment and Extension at St. Vincent College in Gosport

Certify this to be a true and exact copy of the original

We hereby certify this to be a true
and exact copy of the original

EXECUTED and DELIVERED as a Deed on the 2 day of May 2013.

SIGNED as a deed on behalf of)
WESTMADE LIMITED)
acting by either two directors)
or a director and the company secretary/witness)

Director

Director/Secretary/Witness

THE COMMON SEAL of)
TECHNICAL & GENERAL)
GUARANTEE COMPANY S.A)
was hereunto affixed in the presence of:)

Authorised Signatory

Witness

We hereby certify this to be a true and exact copy of the original