



Registration of a Charge

Company name: **A.G. Parfett & Sons Limited**

Company number: **01472970**

Received for Electronic Filing: **26/11/2015**



Details of Charge

Date of creation: **20/11/2015**

Charge code: **0147 2970 0021**

Persons entitled: **STEPHEN PARFETT (AS SECURITY AGENT)
BARBARA ANNE ASHCROFT (AS SECURITY AGENT)**

Brief description: **PURSUANT TO THE CHARGE: THE COMPANY CHARGED BY WAY OF FIRST LEGAL MORTGAGE ALL ITS REAL PROPERTY: SOUTH YORKSHIRE: SHEFFIELD, LAND ON THE NORTH EAST SIDE OF EUROPA DRIVE, SHEFFIELD S9 1XT, TITLE NUMBER: SYK483908. GREATER MANCHESTER: STOCKPORT, LAND AND BUILDINGS ON THE NORTH SIDE OF DIDSBURY ROAD AND LAND ON THE WEST SIDE OF GREEN LANE, HEATON NORRIS, STOCKPORT, CHESHIRE SK4 2JP, TITLE NUMBERS: GM349375, GMS8223. MERSEYSIDE: SEFTON, LAND AND BUILDINGS ON THE EAST SIDE OF ORMSKIRK ROAD AND LAND AND BUILDINGS ON THE NORTH EAST SIDE OF BRENKA AVENUE, AINTREE, LIVERPOOL L9 5AL, TITLE NUMBERS: MS242609, MS303837, MS374194. DERBYSHIRE: AMBER VALLEY DERBYSHIRE: BOLSOVER, LAND AND BUILDINGS ON THE NORTH WEST SIDE OF CLOVER NOOK ROAD, SOMERCOTES, ALFRETON, DERBYSHIRE DE55 4PX, TITLE NUMBER: DY256750. WEST YORKSHIRE: CALDERDALE, LAND AND BUILDINGS ON THE EAST SIDE AND LAND OUTSIDE SOUTH EAST SIDE OF SHAY LANE, OVENDEN, HALIFAX HX3 6RA, TITLE NUMBERS: WYK483499, YWE53453, WYK420914. MERSEYSIDE: LIVERPOOL, LAND ON THE NORTH SIDE OF WHITEFIELD ROAD AND LAND ON THE NORTH EAST SIDE OF LARCH LEA, LIVERPOOL L6 5BN, TITLE NUMBERS: MS113322 FREEHOLD, MS342561 FREEHOLD, MS152542 LEASEHOLD, MS280193 LEASEHOLD. DERBYSHIRE: HIGH PEAK, FREEHOLD AND LEASEHOLD PROPERTY KNOWN AS 98-100 ALBION ROAD, NEW MILLS, HIGH PEAK, DERBYSHIRE SK22 3EY, TITLE NUMBERS: DY323770 FREEHOLD,**

**DY318808 LEASEHOLD. CITY OF NOTTINGHAM, FREEHOLD PROPERTY
KNOWN AS 227-235 (ODD), HUCKNALL LANE, NOTTINGHAM NG6 8AG,
TITLE NUMBER: NT240040.**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

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: ALEKSANDRA CISON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1472970

Charge code: 0147 2970 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2015 and created by A.G. Parfett & Sons Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th November 2015 .

Given at Companies House, Cardiff on 27th November 2015

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

Date: 20 November 2015

A.G. Parfett & Sons Limited

as Chargor

Stephen Parfett and Barbara Anne Ashcroft

as Security Agents

Security Agreement

This Deed is subject to the provisions of the Subordination Agreement dated on or about the date of this Deed between the Chargor, the Lenders and Lloyds Bank PLC

Contents

No.	Heading	Page
1.	Definitions and interpretation	1
2.	Covenant to pay	4
3.	Nature of Security created	4
4.	Fixed Security	4
5.	Floating Security	5
6.	Restrictions on dealing	5
7.	Representations	6
8.	Undertakings relating to the Chargor's business	6
9.	Undertakings relating to the Security Assets	7
10.	Enforcement of Security	7
11.	Receiver	8
12.	Delegation of powers by Security Agents or Receiver	9
13.	Exclusion of liability	9
14.	Reimbursement and indemnity	9
15.	Application of sums realised	10
16.	Protection of persons dealing with Security Agents or Receiver	10
17.	Further assurance	10
18.	Power of attorney	10
19.	Discharge of Security	11
20.	Notices	11
21.	Assignment and transfer	12
22.	Set-off	12
23.	Miscellaneous	12
24.	Governing law	13
	Schedule 1	14
	Real Property	14

THIS SECURITY AGREEMENT is made the 25th day of November 2015

BETWEEN:

- (1) **A.G. PARFETT & SONS LIMITED** a company registered in England and Wales with registration number 01472970 and whose registered address is at Didsbury Road, Stockport, Cheshire SK4 2JP, United Kingdom (the "**Chargor**"); and
- (2) **STEPHEN PARFETT** of Lower Cheetham Hill Farm, 98 Moor End Road, Mellor, Stockport, Cheshire SK6 5NQ, United Kingdom and **BARBARA ANNE ASHCROFT** of 49 Knutsford Road, Row of Trees, Alderley Edge, Cheshire SK9 7SH, United Kingdom (the "**Security Agents**").

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

In this Deed:

"**Act**" means the Law of Property Act 1925;

"**Administrator**" means an administrator appointed under paragraph 14 of schedule B1 to the Insolvency Act 1986;

"**Event of Default**" means any Event of Default as defined in the Facility Agreement;

"**Facility Agreement**" means the facility agreement dated on or about the date of this Deed between the Chargor, the Lenders and the Security Agents;

"**Finance Documents**" has the meaning ascribed to such term in the Facility Agreement;

"**Intellectual Property**" means all present and future rights of the Chargor in respect of any database, software, patent, copyright, trade mark, service mark, invention, design, business name, semi-conductor topography, knowhow, confidential information or any other kind of intellectual property throughout the world whether registered or unregistered and including any registration or application for registration, licence or permission relating to any of the foregoing;

"**Investment**" means any stock, share, bond or any form of loan capital of or in any legal entity, unit in any unit trust or similar scheme, warrant or other right to acquire any such investment, and any offer, right or benefit in respect of any such investment;

"**Lease**" includes any lease, agreement for lease or tenancy and (where the context admits) any licence or other right of occupation;

"**Lenders**" has the meaning ascribed to such term in the Facility Agreement;

"**Real Property**" means freehold, leasehold or other immoveable property and any buildings, erections, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property;

"**Receivables**" means all book and other debts and rights to money and income liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank;

"Receiver" means any one or more persons appointed as a receiver, receiver and manager or administrative receiver under this Deed;

"Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (as amended);

"Rental Income" means all present and future amounts payable to or for the benefit of the Chargor under or in connection with any Lease or any other letting of Real Property subject to any of this Security;

"Secured Obligations" means all present and future obligations of the Chargor under or in connection with any Finance Document whether actual or contingent and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature;

"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

"Security Assets" means the assets now or at any time mortgaged, charged or assigned by the Chargor under this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Security Agents are satisfied that all the Secured Obligations have been unconditionally and irrevocably paid, released and discharged in full and no further Secured Obligations are capable of becoming outstanding; and

"Subordination Agreement" has the meaning ascribed to such term in the Facility Agreement.

1.2 Construction

(a) In this Deed, unless a contrary indication appears, any reference to:

- (i) **"assets"** includes present and future properties, revenues and rights of every description and includes the proceeds of sale of any such asset;
- (ii) this Deed or any other agreement or document is a reference to the same as it may have been, or may from time to time be, amended, varied, supplemented or novated;
- (iii) a party to this Deed includes its successors in title, permitted transferees and permitted assigns;
- (iv) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (v) any provision of law includes that provision as amended, re-enacted or replaced from time to time and includes any subordinate legislation;
- (vi) **"obligations"** means obligations and liabilities and include the whole or any part of them, present and future, actual and contingent;
- (vii) **"Real Property"**, the **"Security Assets"** and any other assets or asset or the **"Secured Obligations"** includes a reference to any part of them or it;

- (viii) **"this Security"** means the Security created or constituted by this Deed; and
- (ix) words in the singular include the plural and vice versa and words in one gender include any other gender.
- (b) Headings in this Deed are for ease of reference only.
- (c) Any undertaking made by or obligation imposed on the Chargor in this Deed will continue in force throughout the Security Period.
- (d) The terms of the other Finance Documents and of any side letter between the parties to this Deed are incorporated in this Deed to the extent required for any contract for the purported disposition of any Real Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) This Deed is a Finance Document.
- (f) Unless expressly defined in this Deed or a contrary indication appears, words and expressions defined in the Facility Agreement have the same meanings when used in this Deed.

1.3 Inconsistency

- (a) If there is any conflict or inconsistency between the terms of this Deed and the Subordination Agreement, the terms of the Subordination Agreement shall prevail.
- (b) If there is any conflict or inconsistency between the terms of this Deed and the Facility Agreement, the terms of the Facility Agreement shall prevail.

1.4 Trustee Act 1925 and Trustee Act 2000

- (a) Section 1 of the Trustee Act 2000 shall not apply to any function of the Security Agents. Where there is any inconsistency between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000.
- (b) For the avoidance of doubt:
 - (i) the Security Agents may retain or invest in securities payable to bearer without appointing a person to act as a custodian; and
 - (ii) sections 22 and 23 of the Trustee Act 2000 shall not apply to this Deed.

1.5 Subordination Agreement

Notwithstanding any other provisions of this Deed:

- (a) notwithstanding any references to a "first legal mortgage", a "first fixed charge", a "first priority Security" or the Security Assets being free from any Security other than the Security created by this Deed, the provisions of this Deed are subject in all respects to the provisions of the Subordination Agreement and no enforcement action may be

taken hereunder or in respect hereof save as expressly permitted under the Subordination Agreement; and

- (b) neither the Chargor nor the Security Agents will be required to take, or omit to take, any steps or action under or in connection with this Deed to the extent the same would be inconsistent with or result in a breach of the provisions of the Subordination Agreement; and
- (c) the parties acknowledge the existence of the Security Documents (as that term is defined in the Subordination Agreement).

2. Covenant to pay

2.1 Covenant to pay

The Chargor covenants with the Security Agents to pay the Secured Obligations when due.

2.2 Interest

If the Chargor fails to make any payment due under this Deed on the due date for payment, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment) at 3% per annum and shall be paid by the Chargor on demand. Interest shall accrue daily and shall be compounded monthly, in arrears, on the last Business Day of each month

3. Nature of Security created

The Security Agents hold the benefit of this Deed on trust for the Lenders on the terms of this Deed and the Facility Agreement.

4. Fixed Security

As continuing security for the payment, discharge or performance of the Secured Obligations the Chargor with full title guarantee:

- (a) charges to the Security Agents by way of first legal mortgage the Real Property specified in the Schedule 1 (*Real Property*);
- (b) assigns to the Security Agents absolutely, subject to a proviso for re-assignment on redemption, its rights and interest in all Rental Income and the benefit of any guarantee (present or future) of Rental Income contained in or relating to any Lease of Real Property subject to this Security;
- (c) charges to the Security Agents by way of first fixed charge:
 - (i) any Real Property acquired by the Chargor after the date of this Deed;
 - (ii) its rights and interest in any present and future investments and all dividends, interest and other money payable in respect of those investments;
 - (iii) its rights and interest in any present and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property;
 - (iv) its present and future goodwill and uncalled capital;

- (v) any present or future Receivables owing to the Chargor;
- (vi) any money now or at any time after the date of this Deed standing to the credit of any bank account of the Chargor;
- (vii) any present or future insurances in respect of any Security Assets and the proceeds of such insurances;
- (viii) its rights and interest in any Intellectual Property and the benefit of any present and future licences or consents granted to or by the Chargor in relation to any Intellectual Property; and
- (ix) its Interest in and the benefit of all present and future contracts and agreements to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 4 and the benefit of any guarantee or security for the performance of any such agreement.

5. Floating Security

5.1 Floating charge

As continuing security for the payment, discharge or performance of the Secured Obligations the Chargor charges to the Security Agents by way of first floating charge (in this Clause "**the floating charge**") with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Security Agents by way of fixed security under Clause 4 (*Fixed Security*).

5.2 Conversion

The Security Agents may at any time by written notice to the Chargor convert the floating charge into a fixed charge as regards any assets specified in the notice if an Event of Default has occurred or if in the opinion of the Security Agents such assets are at risk of becoming subject to any Security (other than this Security) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor.

5.3 Qualifying floating charge

The floating charge is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 to the Insolvency Act 1986.

6. Restrictions on dealing

6.1 Negative pledge and disposals

The Chargor shall not:

- (a) create or permit to subsist any Security over any of the Security Assets; or
- (b) sell, transfer, licence, lease or otherwise dispose of any of the Security Assets,

except as expressly permitted to do so under the Finance Documents.

6.2 Registered land

The Chargor applies and agrees that it shall apply to the Land Registry (by submitting a form RX1 or otherwise) for a restriction in the following terms to be entered on the register or registers of title relating to any Security Assets now or after the date of this Deed registered at the Land Registry and against which this Deed may be noted:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Security Agents] (as trustees for the Lenders referred to in that charge) referred to in the Charges Register [or [their conveyancer or specify appropriate details]]."

7. Representations

The Chargor makes the following representations and warranties to the Security Agents on the date of this Deed:

- (a) this Deed creates valid first priority Security over the assets to which it relates;
- (b) it is the sole legal and beneficial owner of, and absolutely entitled to, the assets it purports to mortgage, charge or assign under this Deed;
- (c) it has not mortgaged, charged or assigned or otherwise encumbered any of the assets it purports to mortgage, charge or assign under this Deed (except as created by this Deed in favour of the Security Agents or as permitted by the Finance Documents),

and is deemed to repeat such representations and warranties by reference to the facts and circumstances then existing on each day during the Security Period.

8. Undertakings relating to the Chargor's business

8.1 Carry on business

The Chargor shall carry on its business in a proper manner and not make any material alteration in the nature of its business.

8.2 Information

The Chargor shall:

- (a) give to the Security Agents or any Receiver such information relating to the Security Assets as either of them requires; and
- (b) ensure that all information supplied to the Security Agents by it is at the time of supply complete and accurate in all material respects.

8.3 Laws

The Chargor shall observe and perform all laws, covenants and stipulations from time to time affecting any Security Assets or otherwise relating to its business.

8.4 Events of Default

The Chargor shall upon becoming aware of the same promptly notify the Security Agents of the occurrence of any Event of Default and at the same time inform the Security Agents of any action taken or proposed to be taken by it in connection with it.

8.5 Disputes

The Chargor shall promptly notify the Security Agents of any litigation, arbitration or administrative proceedings which to its knowledge are threatened, pending or have been commenced against it.

8.6 Value of Security Assets

The Chargor shall not do or cause or permit to be done anything which may depreciate, jeopardise or otherwise prejudice the Security Assets or their value to the Security Agents.

9. Undertakings relating to the Security Assets

9.1 Repair

The Chargor shall keep the Security Assets which is of a repairable nature in good and substantial repair and condition.

9.2 Intellectual Property

The Chargor shall promptly and at its own expense take all such steps and execute all such documents as the Security Agents reasonably require in relation to the registration of the Security Agents' interest under this Deed in or in relation to any Intellectual Property.

9.3 Remedy by Security Agents

If the Chargor fails to comply with any of its obligations under this Deed the Security Agents may take such steps as they consider appropriate to procure compliance with such obligations at the cost of the Chargor.

10. Enforcement of Security

10.1 Timing and enforcement

- (a) This Security shall become immediately enforceable if an Event of Default occurs or if the Chargor requests the Security Agents to exercise any of their powers under this Deed.
- (b) After this Security has become enforceable, the Security Agents may in their absolute discretion enforce all or any part of this Security in any manner they see fit.

10.2 Powers of Security Agents

After this Security has become enforceable the Security Agents may:

- (a) exercise the power of sale and all other rights, powers and discretions conferred on mortgagees by section 101 of the Act as varied or extended by this Deed;
- (b) appoint one or more persons as an Administrator of the Chargor in accordance with schedule B1 to the Insolvency Act 1986;

- (c) appoint one or more persons as a Receiver of any Security Assets;
- (d) exercise all the rights, powers and discretions conferred on a Receiver by this Deed, the Act and the Insolvency Act 1986, without first appointing a Receiver or notwithstanding the appointment of a Receiver;
- (e) by notice to the Chargor end the Chargor's right to possession of all or any Real Property forming part of the Security Assets and enter into possession of all or such part of such Real Property;
- (f) exercise all other powers conferred on mortgagees or receivers by law;
- (g) to the extent that this Deed constitutes a "security financial collateral arrangement" as defined in the Regulations, appropriate any Security Asset which constitutes "financial collateral" as defined in those Regulations in or towards satisfaction of the Secured Obligations and the Security Agents shall value such Security Assets by reference to the price of the relevant Security Assets at the time the right of appropriation is exercised as listed on any recognised market index or to an independent valuation or other procedure selected by the Security Agents acting reasonably. The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of those Regulations.

10.3 Statutory powers

The power of sale and all other rights, powers and discretions conferred by section 101 of the Act as varied or extended by this Deed will arise upon execution of this Deed by the Chargor. Section 103 of the Act will not apply to this Deed.

10.4 Prior Security

At any time after this Security has become enforceable, the Security Agents may redeem any prior Security against the Security Assets or procure a transfer of such Security to them and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Chargor. Any money paid by the Security Agents in connection with a redemption or transfer of any prior Security will form part of the Secured Obligations.

11. Receiver

11.1 Appointment

- (a) The Security Agents may appoint any Receiver upon such terms as to remuneration and otherwise as the Security Agents think fit.
- (b) Any Receiver will be the agent of the Chargor for all purposes and the Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses.
- (c) If any two or more persons hold office as Receivers of the same assets or income, each of them may exercise all rights, powers and discretions conferred on Receivers by this Deed individually and to the exclusion of the other or others of them.
- (d) The Security Agents may at any time by writing remove any Receiver (subject to obtaining any required order of the court in the case of an administrative receiver) whether or not the Security Agents appoint any other person as Receiver in his place.

11.2 Statutory powers

Every Receiver shall have all the powers conferred:

- (a) by the Act on mortgagees in possession and on receivers appointed under the Act; and
- (b) upon an administrator or administrative receiver by Schedule 1 of the Insolvency Act 1986,

which powers are incorporated into this Deed.

11.3 Additional powers

In addition a Receiver shall have power (both before and after the commencement of any liquidation of the Chargor) to do every act and thing and exercise every power:

- (a) which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Security Assets; and
- (b) which the Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of the Security Assets or for or in connection with the enforcement of this Security or the realisation of any Security Assets,

and may use the name of the Chargor in connection with any exercise of such powers.

12. Delegation of powers by Security Agents or Receiver

The Security Agents or any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by the Security Agents or a Receiver under this Deed in relation to any Security Assets and any such delegation may be made upon such terms as the Security Agents or such Receiver may think fit. Neither the Security Agents nor any Receiver will be in any way liable or responsible to the Chargor for any loss or damage arising from any act or omission on the part of any such delegate.

13. Exclusion of liability

Neither the Security Agents nor any Receiver will be liable, by reason of entering into possession of a Security Asset to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14. Reimbursement and indemnity

14.1 Reimbursement of expenses

The Chargor shall pay to the Security Agents on demand:

- (a) any money paid by the Security Agents or any Receiver as a result of the Security Agents or any Receiver taking action which the Security Agents or any Receiver consider necessary or desirable in connection with any Security Assets or to procure compliance with any obligation of the Chargor in this Deed, or in respect of any action or thing expressed in this Deed to be done at the cost of the Chargor; and

- (b) all costs, fees, taxes and expenses incurred by the Security Agents or any Receiver under or in connection with this Deed or its enforcement and/or the preservation of the Security Agents' rights under this Deed.

14.2 Indemnity

The Chargor shall indemnify each of the Security Agents and any Receiver against all liabilities, claims and expenses whether arising out of contract or in tort or in any other way which he/she/it may at any time incur in connection with this Deed or for anything done or omitted to be done in the exercise or purported exercise of his/her/its powers pursuant to this Deed.

15. Application of sums realised

15.1 Application by Security Agents

Subject to any claims having priority to this Security all money recovered by the Security Agents or any Receiver as a result of the enforcement of this Deed or otherwise by reason of this Security will be applied in such order as the Security Agents may determine.

15.2 Contingent or future liabilities

If any money is received by the Security Agents or a Receiver as a result of the enforcement of this Deed or otherwise by reason of this Security at a time when the Secured Obligations include contingent or future liabilities the Security Agents or any Receiver may hold some or all of such money in a suspense account.

16. Protection of persons dealing with Security Agents or Receiver

No person dealing with the Security Agents or any Receiver will be concerned to enquire whether any event has happened upon which any of the powers conferred by this Deed may have arisen or be exercisable, or otherwise as to the propriety or regularity of any exercise of the powers conferred by this Deed or of any act purporting or intended to be in exercise of such powers, or whether any Secured Obligations remain owing.

17. Further assurance

Whenever required by the Security Agents or any Receiver the Chargor shall at its own cost execute any documents or do any other thing which the Security Agents or any Receiver may require for perfecting or protecting this Security or any Security intended to be created by this Deed or in connection with the exercise of any powers given to the Security Agents or any Receiver under this Deed and convey, transfer, assign or otherwise deal with any Security Assets in such manner as the Security Agents or any Receiver may require in connection with any enforcement of this Security.

18. Power of attorney

The Chargor irrevocably and by way of security appoints each of the Security Agents and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to do any act or thing which the Chargor is obliged to do under this Deed, or which the Security Agents or any Receiver in its, his or her sole and absolute discretion considers to be requisite, expedient or appropriate in order to carry any sale, lease or other disposal into effect, or to execute any deed, document or instrument, or to convey or transfer any legal estate or other interest in any asset, or to get in the Security Assets, or to enable the Security Agents or a Receiver to exercise the respective powers conferred on them

by or pursuant to this Deed or by law. The Chargor shall ratify and confirm all actions and transactions lawfully undertaken or entered into by any Security Agent or by any Receiver in the exercise or purported exercise of their respective powers under this Clause.

19. Discharge of Security

19.1 Release of Security Assets

Upon the expiry of the Security Period the Security Agents shall, at the request and cost of the Chargor, but subject to Clause 19.2 (*Releases conditional*), take whatever action is necessary to release the Security Assets from this Security.

19.2 Releases conditional

Any settlement, release or discharge under this Deed between the Security Agents and the Chargor will be conditional upon no Security or payment to the Security Agents by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, winding-up, administration or insolvency for the time being in force, and if such condition is not satisfied, the Security Agents will be entitled to recover from the Chargor on demand the value of such Security or the amount of any such payment as if such settlement, release or discharge had not occurred and/or to enforce this Security to the full extent of the Secured Obligations.

20. Notices

20.1 Communication in writing

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

20.2 Addresses

The address, fax number and email address of each party for any communication or document to be made or delivered under or in connection with this Deed is:

(a) in the case of the Chargor:

Address: Didsbury Road, Stockport, Cheshire SK4 2JP, United Kingdom

Fax number: 0161 480 1720

Email: david.grimes@parfetts.co.uk

For the attention of: David Grimes

(b) in the case of the Security Agents:

Address: Lower Cheetham Hill Farm, 98 Moor End Road, Mellor, Stockport, Cheshire SK6 5NQ, United Kingdom

Fax number: 0161 480 1720

Email: steve.parfett@parfetts.co.uk

For the attention of: Stephen Parfett

or any substitute address, fax number, email address or person as any party may notify to the other by not less than five Business Days' notice.

20.3 Delivery

20.3.1 Any communication or document made or delivered by the Security Agents shall be deemed to have been received:

- (a) If sent by fax, with a confirmation of transmission, on the day on which it is transmitted;
- (b) If sent or given by hand, on the day of actual delivery;
- (c) If sent by post, on the second Business Day after being deposited in the post postage prepaid by first class post; and
- (d) If by email, when received in readable form.

20.3.2 A communication which becomes effective under Clause 20.3.1 on a day which is not a Business Day (or after normal business hours in the place of receipt) shall be deemed to have been received on the next Business Day.

20.3.3 Notwithstanding Clause 20.3.1, any communication to the Security Agents shall be deemed to have been given only on actual receipt in legible or readable form by the Security Agents.

21. Assignment and transfer

No party may assign or transfer any of his, her or its rights or obligations under this Deed without the consent in writing of the other parties.

22. Set-off

Each Security Agent may set off any obligation whether or not matured due from the Chargor under this Deed against any obligation whether or not matured owed by that Security Agent to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, a Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23. Miscellaneous

23.1 No third party rights

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 to enjoy the benefit of any term of this Deed.

23.2 Continuing Security

This Deed is a continuing security and extends to the balance from time to time of the Secured Obligations irrespective of any intermediate payment or discharge in whole or in part.

23.3 Additional Security

This Deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Security Agents or any other person of any other Security at any time held by the Security Agents.

23.4 Consolidation

The restrictions on the right of consolidating mortgage securities contained in section 93 of the Act will not apply to this Deed.

23.5 Illegality

If, at any time, any provision of this Deed 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 nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

23.6 Remedies

No failure to exercise, nor any delay in exercising, on the part of the Security Agents, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

23.7 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.

24. Governing law

This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by English law.

EXECUTED as a deed and delivered by the Chargor and signed on behalf of the Security Agents on the date stated at the beginning of this document.

Schedule 1

Real Property

Country and District (or London Borough)	Address or Description	Title No.
South Yorkshire: Sheffield	Land on the north east side of Europa Drive, Sheffield S9 1XT	SYK483908
Greater Manchester: Stockport	Land and buildings on the north side of Didsbury Road and Land on the west side of Green Lane, Heaton Norris, Stockport, Cheshire SK4 2JP	GM349375 GMS8223
Merseyside: Sefton	Land and buildings on the east side of Ormskirk Road and Land and buildings on the north east side of Brenka Avenue, Aintree, Liverpool L9 5AL	MS242609 MS303837 MS374194
Derbyshire: Amber Valley Derbyshire: Bolsover	Land and buildings on the north west side of Clover Nook Road, Somercotes, Alfreton, Derbyshire DE55 4PX	DY256750
West Yorkshire: Calderdale	Land and buildings on the east side and land outside south east side of Shay Lane, Ovenden, Halifax HX3 6RA	WYK483499 YWE53453 WYK420914
Merseyside: Liverpool	Land on the north side of Whitefield Road and Land on the north east side of Larch Lea, Liverpool L6 5BN	MS113322 Freehold MS342561 Freehold MS152542 Leasehold MS280193 Leasehold
Derbyshire: High Peak	Freehold and Leasehold property known as 98-100 Albion Road, New Mills, High Peak, Derbyshire SK22 3EY	DY323770 Freehold DY318808 Leasehold
City of Nottingham	Freehold property known as 227-235 (odd), Hucknall Lane, Nottingham NG6 8AG	NT240040

The Chargor

EXECUTED as a DEED by A.G. PARFETT & SONS LIMITED
acting by a director in the presence of:

REDACTED REDACTED
REDACTED REDACTED
REDACTED REDACTED

Signature of director

Signature of witness, REDACTED REDACTED
REDACTED REDACTED

Print name..... JAIN MANJIN

Address..... REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED

..... REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED

..... REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
Occupation.... REDACTED REDACTED REDACTED

The Security Agents

SIGNED as a DEED by STEPHEN PARFETT in the
presence of:

REDACTED REDACTED
REDACTED REDACTED
REDACTED REDACTED
REDACTED REDACTED
REDACTED

Signature

REDACTED REDACTED
REDACTED REDACTED

Signature of witness.....

Print name.....John Martin.....

Address..... REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
Occupation..... REDACTED REDACTED REDACTED

SIGNED as a DEED by BARBARA ANNE ASHCROFT in the
presence of:

REDACTED REDACTED
REDACTED REDACTED

Signature

REDACTED REDACTED
REDACTED REDACTED

Signature of witness.....

Print name.....Barbara Martin.....

Address..... REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
REDACTED REDACTED REDACTED
Occupation..... REDACTED REDACTED REDACTED