



**Registration of a Charge**

Company Name: **PRO-ALIGN LIMITED**

Company Number: **02572576**



XC654ZIW

Received for filing in Electronic Format on the: **21/06/2023**

**Details of Charge**

Date of creation: **16/06/2023**

Charge code: **0257 2576 0007**

Persons entitled: **HSBC INVOICE FINANCE (UK) LTD**

Brief description:

**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: **CHRISSI SHORT**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2572576

Charge code: 0257 2576 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2023 and created by PRO-ALIGN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st June 2023 .

Given at Companies House, Cardiff on 21st June 2023

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**

## FIXED CHARGE OVER NON-VESTING DEBTS AND FLOATING CHARGE

Date: 16 JUNE 2023



**THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT**

Key Charge Details		
<b>You/Your</b>	Pro-Align Limited registered in England and Wales with registered number 2572576	
<b>Us/We</b>	HSBC Invoice Finance (UK) Limited, or another entity that it transfers its rights and/or obligations under this Charge to.	
<b>Debt Purchase Agreement</b>	All the terms and conditions that apply to the product(s) that you have with us, including:	
	<b>General Terms and Conditions</b>	This contains the general terms covering our relationship with you.
	<b>Debt Purchase Terms and Conditions</b>	The terms governing the debt purchase facility we are providing to you.
	<b>Credit Protection Terms and Conditions</b>	If you have selected our credit protection product, the terms covering our credit protection product.
	<b>Commercial Terms</b>	The commercial terms for the debt purchase product(s) that you have agreed.
	<b>Additional Terms and Conditions</b>	Any additional terms and conditions that may be given to you for any debt purchase products or other products that you have taken out with us.
<b>Your assets that are secured</b>	By entering into this Charge you are giving us security over all your assets.	
<b>Your obligations to us that are secured</b>	You give us security under this Charge for the payment of any amounts owed by you to us whether now or in the future and whether owed jointly or severally (the 'Secured Obligations').	

## 1. MEANING OF CERTAIN WORDS

1.1 The definitions in the Key Charge Details table apply to the rest of this Charge.

1.2 In this Charge:

- 1.2.1 a person includes a body corporate;
- 1.2.2 when we use the singular, that includes the plural and vice versa;
- 1.2.3 when we refer to a statute or section of a statute, that includes any modification or re-enactment of that statute;
- 1.2.4 a reference to the word 'including' or 'includes' means 'including without limitation';
- 1.2.5 all provisions of the Debt Purchase Agreement relating to the Debts shall apply to all Debts expressed to be charged under this Charge as if:
  - (a) all of those provisions were set out in full in this Charge; and
  - (b) those Debts were vested in us pursuant to the Debt Purchase Agreement;
- 1.2.6 when we use the term 'Associated Rights', we mean all the rights associated with a Debt or a Contract, including your right as an unpaid seller, retention of title rights over the goods supplied, any related insurance, any computer or electronic data or document recording the Debt or the Contract, title to returned goods and any security, guarantee or indemnity or payment by your customer in respect of that Debt
- 1.2.7 when we use the term 'Charged Assets' we mean the assets referred to in clauses 3.1.1 to 3.1.3 inclusive;
- 1.2.8 when we use the term 'this Charge' we mean this fixed charge over non-vesting debts and floating charge;
- 1.2.9 when we use the term 'Collection Account' we mean the account into which you must pay any amount received in payment of a Debt, which we have confirmed to you in accordance with the Debt Purchase Agreement;
- 1.2.10 when we use the terms 'Contract', 'Debts', 'Discounting Charge', 'Non-Notifiable Debts' and 'Termination Event', these terms have the meaning given to them in the Debt Purchase Agreement;
- 1.2.11 when we use the term 'Excluded Proceeds' we mean all monies paid into the Collection Account that are not the proceeds of Debts;
- 1.2.12 when we use the term 'HSBC Group' we mean HSBC Holdings plc, its subsidiaries (having the meaning in section 1159 of the Companies Act 2006) and any associated and/or affiliated companies;
- 1.2.13 when we use the term 'LLP' we mean a limited liability partnership under the Limited Liability Partnerships Act 2000;
- 1.2.14 when we use the term 'Non-Vesting Debts' we mean any Debts that have not effectively and absolutely vested in us under the Debt Purchase Agreement; and
- 1.2.15 when we use the term 'Tax' we mean any tax, levy, duty or other charge or withholding (including penalties or interest payable in connection with failure to pay or late payment).

## 2. WHAT YOU AGREE TO PAY US

2.1 You will pay us, on demand, the Secured Obligations.

2.2 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of interest equal to the prevailing rate we use to calculate the Discounting Charge, from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

### 3. THE SECURITY YOU GIVE US

3.1 You give us, with full title guarantee, and as continuing security for the payment of the Secured Obligations:-

3.1.1 a first fixed charge over all your present and future right, title and interest in or to:-

- (a) all Non-Vesting Debts other than Non-Notifiable Debts;
- (b) all Associated Rights relating to the Non-Vesting Debts charged in clause 3.1.1(a) above;
- (c) all Non-Vesting Debts that are Non-Notifiable Debts;
- (d) all Associated Rights relating to the Non-Vesting Debts charged in clause 3.1.1(c) above; and
- (e) (to the extent not effectively assigned under clause 3.1.2) the Excluded Proceeds.

3.1.2 an absolute assignment (subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Obligations) of all your present and future right, title and interest in or to the Excluded Proceeds.

3.1.3 a floating charge over all your present or future assets and undertaking except as effectively charged by way of fixed charge or assigned under this Charge.

3.2 You will hold any Charged Asset on trust for us if the security over that asset is ineffective.

3.3 Any security over any hedging or derivative contract under this Charge, will be a charge and will only be over the net amount owed.

### 4. WHEN OUR FLOATING CHARGE CONVERTS TO A FIXED CHARGE

4.1 If we tell you, we can convert the floating charge created on any asset under this Charge into a fixed charge (and you will no longer deal in any way with the asset without our prior written consent) if:

- 4.1.1 this Charge becomes enforceable; or
- 4.1.2 we think the asset is in danger of seizure or sale under any legal process or is in jeopardy, or if we consider it necessary to protect the security created by this Charge or its priority.

4.2 The floating charge created under this Charge will convert automatically into fixed charges if:

- 4.2.1 you enter into, or seek to propose, any composition or voluntary arrangement with your creditors or scheme of arrangement of, or restructuring plan relating to, your affairs;
- 4.2.2 you are unable, or admit you are unable, to pay your debts as they fall due or you suspend, or threaten to suspend, payment of your debts;
- 4.2.3 an act, whether by you or another person, which either amounts to, or could directly result in, a formal step being taken for a moratorium and/or the receivership, administration, bankruptcy, liquidation, dissolution, sequestration or analogous proceedings of, or in respect of, you;
- 4.2.4 any action is taken or any court order is made which adversely affects the whole or a material part of your assets;
- 4.2.1 any event jeopardises all or any part of the security created by this Charge;

- 4.2.2 you create or attempt to create any type of security over any of your assets except any arising by operation of law and in the ordinary course of trading, any created in our favour, any expressly permitted by the Debt Purchase Agreement or any created with our prior written consent;
  - 4.2.3 any other floating charge over your assets converts into a fixed charge; or
  - 4.2.4 any action is taken or any court order is made which adversely affects any of your assets.
- 4.3 The floating charge created under this Charge may not be converted into a fixed charge solely by reason of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 unless it is a floating charge referred to in section A52(4) of Part 1 of the Insolvency Act 1986.

## 5. WHAT YOU AGREE NOT TO DO

### 5.1 Unless we give you prior written consent, you will not:

- 5.1.1 create or allow any type of security to exist over any of your assets except any permitted under the Debt Purchase Agreement;
- 5.1.2 sell, transfer, lease, lend or otherwise dispose of the whole or any part of any of your rights or interests in or to any Charged Asset except:
  - (a) in our favour;
  - (b) a disposal which is permitted under the Debt Purchase Agreement; or
  - (c) the sale (at full market value) of your stock-in-trade in the usual course of your trading activities as at the date of this Charge;
- 5.1.3 enter into any onerous or restrictive obligation affecting any Charged Asset;
- 5.1.4 take or permit any action that may reduce, jeopardise or prejudice the value or marketability of the Charged Assets, or make any omission that has such an effect.

## 6. YOUR OBLIGATIONS TO US

### 6.1 Whilst this Charge is in place you will:

#### Access

- 6.1.1 permit us (or our representatives) to:
    - (a) access your accounting records and any documents or goods relating to the Charged Assets, on reasonable written notice and during normal office hours, and
    - (b) inspect, take extracts from or make copies of those documents or records;
- and provide any assistance which we may reasonably require to do so, at your expense;

#### Payments and obligations

- 6.1.2 punctually pay all rates, rents, Taxes and other outgoings you owe in respect of the Charged Assets;
- 6.1.3 comply in all material respects with all of your obligations in relation to the Charged Assets, including under any present or future laws or regulations, the requirements of any competent authority or approvals, licences or consents;
- 6.1.4 comply with all covenants and obligations affecting the Charged Assets;

#### Information

- 6.1.5 provide us with all information which we reasonably request in relation to the Charged Assets;
- 6.1.6 tell us if you receive any communication from any public body or authority which affects any Charged Asset;
- 6.1.7 comply with any such communication or, if we ask you to, object to it;

#### How you will deal with Non-Vesting Debts

- 6.1.8 deal with the Non-Vesting Debts and the proceeds thereof as if they were assigned to us and in accordance with the Debt Purchase Agreement;
- 6.1.9 deal with the Excluded Proceeds as if they were the proceeds of Debts assigned (or purportedly assigned) to us and in accordance with the Debt Purchase Agreement;

#### Further assistance you will provide

- 6.1.10 if we ask you, fully co-operate with us and do what we reasonably ask you to do:
  - (a) in connection with:
    - (i) any interest conferred or intended to be conferred on us by; or
    - (ii) any of our rights, powers or remedies under;this Charge;
  - (b) to create, perfect or protect any security intended to be created by this Charge; or
  - (c) to enable us to sell or dispose of any Charged Asset.

#### 7. ACCOUNTS

- 7.1 No monies credited to any of your accounts with us or other accounts in which you have an interest (and no rights or benefits relating to such monies) shall be capable of being assigned to a third party.

#### 8. REPRESENTATIONS

##### 8.1 You represent that:

- 8.1.1 you are the sole legal and beneficial owner of the Charged Assets;
- 8.1.2 the Charged Assets are free from any type of security (other than any created in our favour, or any expressly permitted in any other agreement between you and us);
- 8.1.3 this Charge creates the security it purports to create, and is not liable to be set aside upon your liquidation or administration (or otherwise);
- 8.1.4 there is no litigation, arbitration or administrative proceedings currently pending or threatened in relation to any Charged Asset; and
- 8.1.5 this Charge does not breach your memorandum or articles of association.

- 8.2 You make these representations on the date of this Charge and on each date that Debts are notified under the Debt Purchase Agreement (by reference to the facts and circumstances then existing).

#### 9. WHEN WE CAN ENFORCE THIS CHARGE

9.1 This Charge will become enforceable if a Termination Event occurs.

## 10. OUR RIGHT OF APPROPRIATION

10.1 If the security created by this Charge is a "security financial collateral arrangement" and the assets secured by this Charge (the 'Secured Assets') are "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (the 'Regulations'), we will have the right at any time after this Charge becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations.

The value of the appropriated Secured Assets will be, if cash, the amount of cash appropriated and, if another type of security, determined by us by reference to any publicly available market price or by such other means as we (acting reasonably) may decide. You agree that any such determination by us will constitute a commercially reasonable valuation for the purposes of the Regulations.

## 11. OUR RIGHT TO APPOINT AN ADMINISTRATOR OR RECEIVER

11.1 The floating charge created by this Charge is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986.

11.2 We may appoint one or more persons to be an administrator in respect of you and take any steps to do so at any time after this Charge becomes enforceable.

11.3 We may appoint one or more persons to be a receiver of any Charged Asset if you ask us to or at any time after the Charge becomes enforceable.

11.4 We can remove any person appointed to be a receiver under this Charge and, if we want to, appoint a replacement receiver.

11.5 If there is more than one receiver at the same time, each of them will be separately entitled to exercise all the powers conferred on a receiver, unless the document appointing them confirms otherwise.

11.6 We are not allowed to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

11.7 Any receiver will be your agent and you will be responsible for his acts, defaults and remuneration at such rate as we agree with the receiver without the restriction in section 109(6) of the Law of Property Act 1925.

11.8 We shall incur no liability (either to you or to any other person) by reason of the appointment of a receiver or for any other reason.

## 12. NO LIABILITY AS MORTGAGEE IN POSSESSION

12.1 We will not, and no receiver will, be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default (unless wilful) of any nature whatsoever in connection with all or any of the Charged Assets.

12.2 You may not take proceedings against any of our officers, employees or agents in respect of any claim you may have against us or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Charge and any of our officers, employees or agents may rely on this clause.

## 13. POWERS OF RECEIVER

13.1 Any receiver may (on behalf of the receiver, you or your directors (in the case of 13.1.6)) in addition to the powers given to receivers by the Insolvency Act 1986 and the Law of Property Act 1925:

13.1.1 sell, grant or accept a surrender or variation of a lease of, or otherwise dispose of, or deal with, all or any of the Charged Assets (including disposing of fixtures and fittings separately from the premises to which they are fixed) in such a way and on such terms and conditions and for such consideration as the receiver thinks fit;



- 13.1.2 take possession of and get in, all or any of the Charged Assets;
- 13.1.3 take, defend or participate in any proceedings (including arbitration proceedings) or make any arrangement or compromise between you and any person;
- 13.1.4 carry on, manage, develop, reconstruct, amalgamate or diversify any business that has been carried at any time using all or any of the Charged Assets;
- 13.1.5 carry out or complete any improvement, development or repairs to any Charged Asset;
- 13.1.6 make conditional or unconditional calls in respect of your uncalled capital with all the powers conferred on directors under your articles of association;
- 13.1.7 appoint managers, officers, servants, workmen, nominees, agents and advisers;
- 13.1.8 without affecting the indemnity in clause 21, arrange with any insurer any policy of insurance;
- 13.1.9 delegate by power of attorney, or in any other manner, to any person we approve in writing, all or any of the receiver's rights or powers under this Charge;
- 13.1.10 form or acquire a company or LLP to be your subsidiary and transfer to that subsidiary any Charged Assets;
- 13.1.11 purchase, lease or otherwise acquire any interest in any of your assets;
- 13.1.12 apply for (in the name of a nominee or otherwise) any licence, consent or permit the receiver thinks desirable;
- 13.1.13 make such elections for VAT purposes as the receiver thinks appropriate;
- 13.1.14 borrow money for any purpose and provide security over the Charged Assets in support of such borrowing (including if we consent, security which ranks ahead of the security under this Charge) on such terms as the receiver thinks fit;
- 13.1.15 exercise any powers we would be able to exercise under this Charge; and
- 13.1.16 do such other acts and things as the receiver may consider incidental or necessary to the exercise of its rights or powers under this Charge or law.

#### 14. THE ORDER OF APPLICATION OF MONIES

14.1 All monies received, recovered or realised by the receiver or (on any exercise by us of our enforcement powers under this Charge) us, will be applied in the following order, subject to claims having priority to the security created by this Charge:-

- 14.1.1 in payment of all costs, charges and expenses of (a) the appointment of the receiver and (b) the exercise of all or any of the powers of the receiver or us and of any other outgoings properly payable by the receiver or us, and in payment of remuneration to the receiver.
- 14.1.2 in payment to us of the Secured Obligations.
- 14.1.3 in payment of any surplus to you or any other person entitled to it.

14.2 We will only be capable of applying monies actually paid by the receiver to us in payment of the Secured Obligations.

#### 15. THE POWER OF ATTORNEY YOU GRANT US

15.1 You, by way of security, irrevocably appoint us, any receiver and anyone we transfer our rights and/or obligations to under this Charge to act on your behalf as your attorney and take any steps that we consider necessary in connection with (i) any interest conferred or intended to be conferred on us by or (ii) any of our

rights, powers or remedies under, this Charge and you ratify, or agree to ratify, and confirm whatever an attorney does under this clause.

**16. WE HAVE POWERS OF RECEIVER AND STATUTORY POWERS**

16.1 We may exercise any right or power conferred upon a receiver (whether under this Charge or otherwise) at any time after this Charge has become enforceable whether or not a receiver has been appointed.

16.2 At any time after this Charge becomes enforceable and whether or not we are in possession of any of the Charged Assets:

16.2.1 we will have the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and we can exercise these rights free from the restrictions contained in sections 103 and 109.

16.2.2 we can exercise the powers of leasing, agreeing to lease and accepting surrenders conferred by sections 99 and 100 of the Law of Property Act 1925 and we won't need to comply with any of the restrictions in those sections.

16.3 We may exercise any right or power under this Charge without prior notice to you.

**17. DELEGATION**

17.1 We can delegate to any person all or any of our rights or powers.

**18. WE CAN REDEEM PRIOR INTERESTS**

18.1 We can redeem any prior interest in the Charged Assets or arrange the transfer of it to us and settle and pass the accounts to any third party concerned. We can do this at any time after this Charge has become enforceable, or after any power given by any interest having priority to the security created by this Charge has become exercisable.

**19. CONSOLIDATION**

19.1 The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 will not apply to this Charge.

**20. OUR POWER TO REMEDY**

20.1 We may (but we don't have to) do all things which in our reasonable opinion are required to remedy any breach by you of this Charge.

**21. INDEMNITY**

21.1 You must indemnify us and any receiver on demand against any costs, losses or liabilities we or any receiver incur:

21.1.1 because of a breach by you of this Charge;

21.1.2 in exercising any powers or purported powers under or in connection with this Charge; or

21.1.3 otherwise in connection with any Charged Asset.

**22. PROTECTION OF PURCHASERS**

22.1 No purchaser or other person dealing with us or a receiver or any delegate needs to:

22.1.1 ask whether any power or authority being exercised has arisen and is exercisable or be concerned with any notice suggesting otherwise;

22.1.2 see whether any authority or delegation has lapsed or been revoked; or

22.1.3 ask how any money they pay is going to be used.

## 23. COSTS AND EXPENSES

23.1 If we think we might, or if we have to, enforce or preserve our rights under, this Charge or have to investigate any breach of this Charge, you will promptly on demand pay us on a full indemnity basis our costs and expenses associated with us taking such action.

23.2 We will charge you interest at a rate of interest equal to the prevailing rate we use to calculate the Discounting Charge, from the date on which we incur the relevant cost or expense until the date on which you make payment, if you fail to pay us such costs and expenses on demand.

23.3 You will pay all registration and similar charges or Taxes which are payable in connection with the execution, performance or enforcement of this Charge, or any judgment in connection with it. You must indemnify us and any receiver against any costs, losses or liabilities (including penalties) in connection with any delay or omission to pay any such Taxes or charges.

23.4 You will promptly on demand pay to us all costs, charges and expenses (including legal, valuation, accountancy and consultancy fees), and any Taxes thereon, that we incur in connection with:

23.4.1 the preparation, negotiation, registration and perfection of this Charge, the security it creates, or any document referred to in this Charge; or

23.4.2 any actual or proposed amendment or extension of, or waiver or consent under, this Charge.

## 24. ADDITIONAL SECURITY, RIGHTS AND REMEDIES

24.1 This Charge is in addition to and independent of any other guarantee or security which we may hold at any time for any of the Secured Obligations. Our rights and remedies under this Charge are in addition to, and not in substitution for, any rights or remedies provided by law.

## 25. EFFECTIVENESS OF SECURITY

25.1 The security created under this Charge and your obligations under it shall remain in full force and effect until we discharge it in writing even if any of the following or any other matter or thing occurs:

25.1.1 you or any other person:

- (a) lacks capacity, power or authority or is subject to any insolvency or similar proceedings;
- (b) undergo a change in members or status (legal or otherwise);

25.1.2 we:

- (a) accept intermediate payment or discharge in whole or in part of the Secured Obligations;
- (b) make any new facility available to you or extend, increase, amend, renew or otherwise vary or waive the Secured Obligations or terms of any facility or this Charge in any such case, however fundamentally and whether or not resulting in the Secured Obligations or this Charge becoming more onerous;
- (c) take any action (or do not take any action) against you or any other person in respect of any assets which you might hold;
- (d) agree to release any other guarantee or security or to enter into any payment plan with you or any other person;
- (e) grant time, waiver or consent to you or any other person;
- (f) transfer any of our rights under this Charge or the Secured Obligations;

(g) do, or fail to do, anything which might affect the enforceability of this Charge;

25.1.3 any other agreement or security granted by you or any other person is not enforceable.

25.2 You waive any right you may have of first requiring us to proceed against or enforce any other rights or security or claim payment from any person before claiming from you under this Charge.

26. **NEW ACCOUNTS**

26.1 We may open a new account or accounts for you if we receive notice of any subsequent charge or other interest affecting any of your assets.

26.2 If we do not open a new account then (unless we tell you in writing otherwise) any payment from you received by us after the date of the notice, will be treated as being paid into a new account and not in reduction of the Secured Obligations.

26.3 We may credit any payment we receive to a suspense account where it will remain for as long as we decide without reducing the Secured Obligations.

27. **PAYMENTS MADE BY YOU**

27.1 You must make all payments without any deduction or withholding.

27.2 You will promptly pay to us additional sums that will make the net sum received by us equal to the full sum payable, had there been no deduction or withholding, if you are required by law to make any deduction or withholding from a payment.

27.3 You waive any present or future right of set off you have in respect of the Secured Obligations or payments under or in connection with this Charge.

28. **CALCULATIONS AND CERTIFICATES**

28.1 Any rate or amount under this Charge or in relation to the Secured Obligations that we certify or define will, unless there is a manifest error, be conclusive evidence of the relevant matter.

29. **CURRENCY CONVERSION**

29.1 Payments to us should be made in the currency in which they are due. If we receive any money which is in a different currency or if we need to convert any of the Secured Obligations or any order, judgment or award given in relation to a payment due from you into a different currency, we may convert this at the HSBC Exchange Rate. You must indemnify us on demand against any costs or losses that we incur because of that conversion.

29.2 You waive any rights you may have in any jurisdiction to pay any amount to us in a different currency or currency unit to the currency in which such amount is payable.

**What's the HSBC Exchange Rate?**

This is the rate we use to convert payments to and from currencies other than the currency of your payment. It's based on the foreign currency market for each currency we offer so changes constantly. The rate will depend on the size of the payment and whether we are buying currency (because you are receiving a payment) or selling currency (because you are making a payment).

30. **ARRANGEMENTS WITH OTHERS**

30.1 We may grant time, vary, release or make any other arrangement in respect of the Secured Obligations or any security or guarantee in respect of it. It will not affect this Charge or your liability for the Secured Obligations.

31. SET-OFF

- 31.1 We may use any money you have in any account with us (except for trust or client accounts) to pay off any amount owed to us under this Charge.

32. RELEASE OF THIS CHARGE

- 32.1 We shall at your request and cost do whatever is necessary to release and reassign to you our rights under this Charge and the Charged Assets from the security created under this Charge once the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of being outstanding.

- 32.2 Any release of this Charge or any Charged Asset from this Charge is conditional upon any payment or security received by us in respect of the Secured Obligations not being avoided, reduced or ordered to be refunded under any law relating to insolvency. We shall be entitled to recover from you the value or amount of any security or payment avoided, reduced or ordered to be refunded as if such release had not occurred.

33. AMENDMENTS AND WAIVERS

Any waiver or consent we give, or amendment we and you agree to, will only be effective if made in writing and for the purpose for which it is made.

34. TRANSFER OF RIGHTS

- 34.1 You can't transfer any of your rights and obligations under this Charge.
- 34.2 We can transfer any of our rights and obligations under this Charge to anyone. You agree to sign any additional documents that are required to carry out any such transfer as soon as possible after we ask.

35. THIS CHARGE

- 35.1 If any part of this Charge is unenforceable, unlawful or void in any relevant jurisdiction, then that part will be separated from the rest of this Charge in respect of the relevant jurisdiction. The rest of this Charge will continue to be valid and enforceable.

36. NOTICES

- 36.1 Any notices (from us to you, or from you to us) should be given in accordance with the Debt Purchase Agreement.

37. COUNTERPARTS

- 37.1 This Charge 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 Charge.

38. THIRD PARTY RIGHTS

- 38.1 Unless expressly provided to the contrary in this Charge, a person who is not a party to this Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Charge.

- 38.2 The consent of any person who is not a party to this Charge is not required to rescind or vary this Charge at any time.

39. GOVERNING LAW & JURISDICTION

- 39.1 English law governs this Charge, its interpretation and any non-contractual obligation arising from or connected with it.
- 39.2 We and you submit to the exclusive jurisdiction of the courts of England and Wales in relation to all matters (including non-contractual) arising from or in connection with this Charge.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by you and signed by us and is now delivered on the date mentioned above.

#### EXECUTION PAGES

This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.

Executed as a deed by Pro-Align Limited  
acting by a director

Name of Director

PHILIP J. WYKIE

Signature of Director

in the presence of:

Signature of Witness

Print full name

CLIVE SEABROOK

Address

Occupation

CEO

Executed as a deed by  
HSBC Invoice Finance (UK) Limited  
acting by an attorney

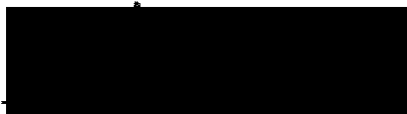
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RICHARD CORTINE  
Name of attorney

in the presence of:

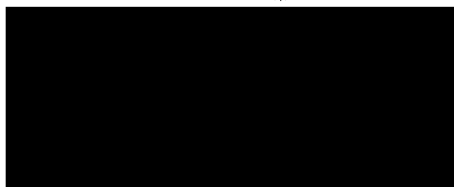
Signature of Witness



Print full name

DENIS F. HAWKINS

Address



Occupation

Invoice Finance Official