



Registration of a Charge

Company name: **MIDBASS DISTRIBUTION LIMITED**

Company number: **04043912**



X7JBYTC8

Received for Electronic Filing: **23/11/2018**

Details of Charge

Date of creation: **14/11/2018**

Charge code: **0404 3912 0009**

Persons entitled: **ALDERMORE BANK PLC**

Brief description: **TECH HOUSE, REDDICAP TRADING ESTATE, SUTTON COLDFIELD, B75 7BU AS THE SAME IS CONTAINED IN TITLE NUMBER WM614119 AND REGISTERED AT HM LAND REGISTRY.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BERMANS (2012) LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4043912

Charge code: 0404 3912 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2018 and created by MIDBASS DISTRIBUTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2018 .

Given at Companies House, Cardiff on 27th November 2018

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

DATED 14 November 2018

MIDBASS DISTRIBUTION LIMITED (1)

and

ALDERMORE BANK PLC T/A ALDERMORE INVOICE FINANCE (2)

LEGALCHARGE

THIS CHARGE is made on 14 November 2018

BETWEEN:

- (1) **MIDBASS DISTRIBUTION LIMITED** (Company Number 04043912) whose registered office is at 33 Bennett Corner House Coleshill Street Sutton Coldfield B72 1SD ("the Chargor"); and
- (2) **ALDERMORE BANK PLC T/A ALDERMORE INVOICE FINANCE** (Company Number 00947662) whose registered office is at 1st Floor Block B Western House Lynch Wood Peterborough PE2 6FZ ("Aldermore")

1. DEFINITIONS AND INTERPRETATION

1.1. In this Charge the following expressions have the following respective meanings unless the context otherwise requires:

"Act"	Law of Property Act 1925;
"Bank"	Aldermore Bank PLC;
"Interest Rate"	4% above the Bank's base lending rate from time to time;
"Lease"	the lease (if any) under which the Chargor holds the Property;
"Planning Acts"	the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990;
"Property"	the property described in the Schedule;
"Receiver"	any person appointed by Aldermore pursuant to this Charge to be a receiver of the Property and includes any substituted receiver;
"Secured Liabilities"	those obligations and liabilities covenanted to be paid or discharged by the Chargor in Clause 2;

1.2. In this Charge:

- 1.2.1. except where the context otherwise requires, the singular includes the plural and vice versa and words importing one gender only or neuter include all other genders;
- 1.2.2. references to Clauses and the Schedule are to the clauses of and schedule to this Charge and references to this Charge include its Schedule;

- 1.2.3. a reference to a "person" shall, as the context requires, be construed as a reference to any individual, firm, company, partnership, corporation or unincorporated body of persons; references to law or a law shall be construed as a reference to any present or future statute, statutory instrument, common law, decree, rule, order, judgement, EC directive or regulation, treaty or other law of any jurisdiction;
- 1.2.4. any reference to any Act of Parliament, statutory provision or any EC directive or regulation shall be construed as a reference to that Act, provision, directive or regulation as the same may from time to time be modified, extended, re-enacted or renewed;
- 1.2.5. where the Chargor comprises two or more persons:
- 1.2.5.1. any covenant, liability or obligation given or undertaken by them shall be given or undertaken by them jointly and severally;
- 1.2.5.2. any event referred to in this Charge shall be deemed to have happened if it happens in relation to any one of them;
- 1.2.6. headings are inserted for convenience only and shall be ignored in its construction;
- 1.2.7. where Aldermore's prior consent or approval is required, that consent or approval must be obtained in writing signed by a director of Aldermore the financial investment centre manager or the head of loans administration and may be given subject to such conditions and restrictions as Aldermore may in its absolute discretion determine
- 1.2.8. references to Aldermore and the Chargor include their respective successors and assigns whether immediate or derivative;
- 1.2.9. references to, this Charge, shall mean this Deed of legal charge and the Schedule as from time to time amended, varied or supplemented whether by deed or otherwise;
- 1.2.10. references to the Property shall be to the whole or any part of the Property.

2. COVENANT TO PAY

- 2.1. The Chargor hereby covenants with Aldermore that it will on demand pay to Aldermore all monies and discharge all obligations and liabilities now or at any time in the future due owing

or incurred by the Chargor to Aldermore when the same become due for payment or discharge whether by acceleration or otherwise whether owed actually or contingently solely jointly or severally whether as principal or surety (and specifically including all monies due to Aldermore under the terms of a facility agreement dated on or around the date hereof and to be entered into by the Chargor and Aldermore) together with interest at the Interest Rate (as well after as before judgment) to date of payment and all fees and other charges and all legal and other costs and expenses incurred by Aldermore in relation to the Chargor or the Property on a full indemnity basis.

3. PROPERTY CHARGED BY THIS CHARGE

The Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities hereby charges to Aldermore by way of legal mortgage the Property (and the proceeds of sale of the Property) and all buildings and fixtures (including trade fixtures) from time to time in and on the Property and the benefit of all rights, easements and privileges appurtenant to or benefiting the Property

4. COVENANTS BY THE CHARGOR

4.1. The Chargor covenants with and undertakes to Aldermore as follows:

4.1.1. Negative pledge

not, without Aldermore's prior consent, to create or attempt to create or permit to subsist or arise any mortgage, charge, lien or other security interest on or over the Property or the proceeds of any insurance in respect of the Property (except for any prior encumbrance approved by Aldermore);

4.1.2. Insurance and application of proceeds

4.1.2.1. to insure and keep insured: (i) the Property against all usual risks and such other risks as Aldermore may from time to time require, in the full amount of their reinstatement value (due allowance being made in the case of the Property for inflation during the period of insurance and reinstatement and the cost of employing architects, surveyors and other professionals and demolition charges); with such insurers as Aldermore shall approve with the interest of Aldermore noted on the policy as loss

payee (or, at Aldermore's option, in the joint names of the Chargor and Aldermore) on terms requiring the insurers not to cancel the policy without giving at least 14 days prior written notice to Aldermore;

4.1.2.2. punctually to pay all premiums and other money necessary for maintaining such insurance and on demand by Aldermore to deliver to Aldermore such policy and the receipt (or other evidence of payment satisfactory to Aldermore) for every premium payable in respect of such policy;

4.1.2.3. to hold all money received on any insurance in respect of loss or damage to the Property in trust for Aldermore to be applied in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Liabilities as Aldermore may in its absolute discretion require;

4.1.2.4. if the Property is leasehold and under the Lease the landlord is obliged to insure the Property, then for so long as the Chargor procures due compliance by the landlord under the Lease with its insuring obligations, the Chargor shall be deemed to have complied with its obligations with regard to insurance of the Property under this Clause 4.1.2;

4.1.3. State of repair of buildings and entry and inspection

4.1.3.1. to keep all buildings, roads, car parks, footpaths, drains, sanitary, water apparatus and any other service media forming part of or serving the Property in a good state of repair and in good working order and condition; and

4.1.3.2. to permit Aldermore (and any agents appointed by it) to enter and view the Property to assess its state of repair and condition

4.1.4. Prohibition on parting with possession, dealings with any leases

4.1.4.1. not, without Aldermore's prior consent (such consent not to be unreasonably withheld or delayed) to grant any lease, part with possession or share occupation of the Property or confer any licence,

right or interest to occupy it or, if the Property is leasehold, to grant any licence or permission to assign, underlet or part with possession of the Property or permit any person:

- 4.1.4.2. not, without Aldermore's prior consent (such consent not to be unreasonably withheld or delayed), to vary, accept a surrender or forfeit any lease derived out of the Chargor's interest in the Property (or agree to do any of the same) or agree any rent review without obtaining written advice from a qualified surveyor as to any proposed revised rent and to use all reasonable endeavours to procure the payment of rents reserved by such lease and the observance and performance of the terms, covenants, stipulations and conditions on the part of the lessee to be observed and performed under such lease;

4.1.5. Planning and User

- 4.1.5.1. not, without Aldermore's prior consent (such consent not to be unreasonably withheld or delayed):
- (i) to make nor permit to be made any change of use or material change of use (within the meaning of the Planning Acts) of the Property from that at the date of this Charge;
 - (ii) and not, without forwarding to it a copy of the plans in respect thereof, carry out in, on, over or under the Property:
- 4.1.5.2. to comply in all respects with the conditions subject to which any permission for development (within the meaning of the Planning Acts) of the Property is granted, the building regulations and other bye-laws and the provisions of any other law, order, direction or requirement made or given by any planning or local authority, and to keep Aldermore indemnified in respect of any breach thereof;
- 4.1.5.3. to observe and perform all restrictive and other covenants and stipulations affecting the Property or the use or enjoyment of the Property and not, without Aldermore's prior consent, to enter into any

onerous or restrictive obligations affecting the Property;

4.1.5.4. to comply with all laws relating to anything on or done on the Property and with the terms and conditions of any consent or licence for the disposal of waste or effluent and keep Aldermore indemnified in respect of any breach of such laws, consent or licence;

4.1.5.5. as and when the same become payable, pay and indemnify Aldermore and any Receiver against all existing and future rent, taxes, rates, charges, licence fees, assessments and other outgoings whatsoever which are payable in respect of the Property or by the owner or occupier of the Property;

4.1.6. Purchase of subsequent property and deposit of title deeds

4.1.6.1. to inform Aldermore immediately on becoming bound to complete the purchase of any freehold or leasehold property adjoining or abutting the Property and upon Aldermore's request which may be made at any time, to execute over all or any part of such property a charge by way of legal mortgage in favour of Aldermore in such form as Aldermore shall require;

4.1.6.2. to deposit with Aldermore (or its nominee) all deeds, plans and documents relating to the Property;

4.1.7. Observe the covenants in the Lease

if the Property is leasehold:

4.1.7.1. to pay the rents reserved by and to observe and perform all the terms, covenants, stipulations and conditions on the part of the lessee contained in the Lease;

4.1.7.2. not, without Aldermore's prior consent, to surrender (or attempt to surrender) or permit to be forfeit the Lease and before agreeing any rent review obtain written advice from a qualified surveyor as to any proposed revised rent;

4.2. If the Chargor at any time fails to comply with any of its obligations under this Charge

(including, without limitation, failing to keep the Property in a good state of repair or keeping up the insurance specified above or paying any rent, taxes, rates, duties, charges, licence fees, assessments or outgoings in relation to the Property) Aldermore may, without prejudice to its other rights under this Charge, make good such failure (by, for example, putting the Property into a good state of repair and/or insuring the Property in any sum which Aldermore may think expedient and/or paying such rent, taxes, rates, duties, charges, licence fees, assessments or outgoings). The Chargor hereby irrevocably authorises Aldermore and its employees and agents by way of security to do all such things necessary or desirable in connection with taking such action. All costs and expenses incurred by Aldermore under this provision shall be payable by the Chargor to Aldermore on demand together with interest at the Interest Rate from the date of payment by Aldermore until repayment (both before and after judgment) and if not so paid shall be added to the liabilities secured by this Charge.

4.3. If, following Aldermore's demand made pursuant to Clause 4.1.2.2, the Chargor fails to deliver the insurance policy in respect of the Property or the receipt or other evidence of payment of the current premium for such insurance, Aldermore may assume that the Chargor has failed to insure the Property and may take the action specified in Clause 4.2.

4.4. The Chargor will indemnify Aldermore and any Receiver (and their respective officers and agents) against any costs, expenses, losses or damage suffered or incurred by any of them as a result of:

4.4.1. a breach of any law relating to the protection of human health or the environment by the Chargor; or

4.4.2. cleaning up the Property or any other land following the release thereon or the exposure thereto of any substance (whether solid, liquid or gaseous) which is proscribed or determined by environmental law to cause harm to public health or any living organism or damage to the environment.

5. APPOINTMENT AND POWERS OF RECEIVER

5.1. At any time after Aldermore shall have demanded repayment of any of the Secured Liabilities and/or if requested by the Chargor, Aldermore may, in writing under the hand of any director or manager of Aldermore, without making any further demand on the Chargor, appoint any

person to be a Receiver of the Property. A Receiver appointed by Aldermore shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration. Any Receiver shall in addition to any powers conferred by law have the power:

5.1.1. To take possession

to take possession of, collect and get in the Property and all rents and other income (whether accrued before or after the date of his appointment) in such manner as he may think fit;

5.1.2. To sell and deal with the Property etc

to sell the Property (whether by public auction, private contract or otherwise) and without the need to observe the provisions of sections 99 and 100 of the Act, to lease or grant a licence or franchise of the Property or accept surrenders of any lease of the Property or otherwise dispose of or deal with the Property or (if the Property is leasehold) to vary or surrender the Lease (or any part of the Lease) or concur in doing any of the same on such terms and for such consideration payable on such terms as in each case he may think fit;

5.1.3. To maintain and develop the Property

to commence or complete any unfinished maintenance, repairs, improvements, development or reconstruction of the Property in such manner as he may in his absolute discretion think fit and obtain all necessary planning permissions, building regulation approvals and any other permissions, consents or licences as may be necessary to develop or otherwise deal with the Property as he may in his absolute discretion think fit;

5.1.4. To raise finance

to raise or borrow any money from or incur any other liability to Aldermore or others on such terms and with or without security as he may think fit to enable him to exercise all the powers conferred on him (including money for the completion with or without modification of any building in the course of construction and any development or project which he considers beneficial) and so that any such security

may be or include a charge on the Property ranking in priority to this Charge or otherwise;

5.1.5. To settle disputes etc

in the name of the Chargor or otherwise, if he considers appropriate, to bring, defend, compromise, settle or discontinue any claims, actions, suits or proceedings whatsoever whether civil or criminal which may arise or have arisen in connection with the Business or any other business conducted at the Property, the Property or this Charge, (including, without prejudice to the generality of the foregoing, an action for possession of the Property) or (if he considers appropriate) to submit the same to arbitration or allow time for payment of any debts either with or without security;

5.1.6. To appoint professionals

to appoint professionals, contractors, managers, agents and workmen for any of the purposes mentioned in this Clause or to protect the Property at such salaries and for such periods as he may determine and with power to dismiss the same;

5.1.7. To form companies

to promote the formation of companies with a view to such companies purchasing, leasing, licensing, franchising or otherwise acquiring interests in the Property and arrange for such companies to purchase, lease, licence, franchise or otherwise acquire the Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit and arrange for such companies to trade or cease to trade;

5.1.8. To insure

to maintain, renew or increase the insurance cover in respect of the Property;

5.1.9. To make payments

to make any payment which is necessary or incidental to the performance of his functions;

5.1.10. To give receipts and execute documents and do all things incidental

to give valid receipts for all money and to sign any document and execute any deed and do all such acts and things which he considers incidental or conducive to any of

his powers or for realising the Property and generally to use the name of the Chargor for all such purposes.

- 5.2. No purchaser or other person shall be concerned to inquire whether any power exercised or purported to be exercised by a Receiver or Aldermore has become exercisable or whether any money is due under this Charge or as to the propriety or regularity of any sale by or other dealing by a Receiver.
- 5.3. Where more than one Receiver is appointed, each Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that Aldermore may specify to the contrary in its appointment.
- 5.4. Aldermore may at any time and from time to time remove any Receiver appointed by it and appoint another in his place or appoint an additional person as Receiver and may either at the time of appointment or any time subsequently and from time to time fix the remuneration of any Receiver.

6. POWERS OF ALDERMORE

- 6.1. At any time after Aldermore shall have demanded payment of any of the Secured Liabilities and/or if requested by the Chargor, Aldermore may exercise (without further notice and whether or not it shall have appointed a Receiver) all or any powers conferred on mortgagees by the Act as varied or extended by this Charge and all the powers and discretions conferred expressly or by reference on a Receiver by Clause 5. The date of such demand shall (without prejudice to the Chargor's equitable right to redeem) be the redemption date. Nothing that shall be done by or on behalf of Aldermore shall render it liable to account as a mortgagee in possession for any sums other than actual receipts or shall render it liable for any loss upon realisation of the Property or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.
- 6.2. The statutory powers of leasing conferred on Aldermore shall be extended so as to authorise Aldermore to lease and make agreements for leases at a premium or otherwise and to accept surrenders of leases and grant options as Aldermore shall consider expedient and without the need to observe any of the provisions of Sections 99 and 100 of the Act.
- 6.3. If Aldermore receives notice of any subsequent charge or other interest affecting the Property,

Aldermore may open a new account with the Chargor. If Aldermore does not open a new account then, unless it gives notice to the contrary to the Chargor, it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Chargor to Aldermore shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to Aldermore.

- 6.4. Aldermore and every Receiver, attorney, manager, agent or other person appointed by Aldermore under this Charge shall be entitled to be indemnified out of the Property in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them or under this Charge or otherwise and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Property and Aldermore and any such Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received by it or him pursuant to the powers conferred by this Charge.
- 6.5. If there is a prior encumbrance, at any time on or after Aldermore has enforced this Charge, it may at its absolute discretion pay off the prior encumbrance and take a transfer of the benefit thereof or redeem the same, and the money so expended and all costs of and incidental to the transaction incurred by Aldermore shall be repayable by the Chargor on demand and shall bear interest at the Interest Rate from the date of payment until repayment.

7. APPLICATION OF MONEY RECEIVED

- 7.1. All monies received by Aldermore or a Receiver shall be applied by it or him, as the case may be, in the following order:
- 7.1.1. in satisfaction of the costs, charges, borrowings and expenses incurred by it or him in connection with the exercise of its or his powers under this Charge;
 - 7.1.2. in payment of such remuneration as may be agreed between any Receiver and Aldermore at or from time to time after his appointment which, without prejudice to the generality of the foregoing, may be at a rate appropriate to the work and responsibilities involved and in accordance with the basis of charging from time to

time adopted by the Receiver's firm;

7.1.3. in or towards satisfaction of the Secured Liabilities; and

7.1.4. the surplus (if any) shall be paid to the person entitled thereto.

8. FURTHER ASSURANCE

The Chargor shall forthwith if and when called upon by Aldermore execute in favour of Aldermore or as Aldermore, shall direct, such further legal or other mortgages, charges, assignments or other documents as Aldermore shall require over the Property (and any other property intended to be charged to Aldermore) to perfect the security created by this Charge or otherwise to secure the Secured Liabilities. Such mortgages, charges, assignments or other documents shall be prepared by or on behalf of Aldermore at the cost of the Chargor and be in such form as Aldermore may reasonably require.

9. APPOINTMENT OF ATTORNEY

9.1. The Chargor by way of security hereby irrevocably appoints Aldermore and any persons deriving title under Aldermore and also any Receiver severally its attorney for and in its name and on its behalf and as its act and deed:

9.1.1. to sign, execute as a deed and deliver in favour of Aldermore or its nominees or any purchaser any documents which Aldermore may require for perfecting its title to or for vesting the Property (and any other property intended to be charged to Aldermore) in Aldermore or its nominees or in any purchaser; and

9.1.2. to sign, execute as a deed and deliver any deed, assurance, agreement, instrument, act or thing which may be required for the full exercise of all or any of the powers hereby conferred or which may be deemed expedient by a Receiver in connection with any sale, lease or other disposition of the Property or in connection with the exercise of any other power conferred by this Charge.

10. COSTS

The Chargor hereby covenants with Aldermore on demand to pay all costs, charges and expenses incurred by Aldermore (including all amounts required to compensate it in respect of its internal management and administrative costs and expenses) or a Receiver in or about the enforcement, preservation or attempted preservation of this Charge on a full indemnity basis with interest at the

Interest Rate from the date the same are incurred to the date of their payment.

11. ASSIGNABILITY OF THIS CHARGE

Aldermore may at any time assign or otherwise transfer its rights and benefits under this Charge. Any appointment or removal of a Receiver and any consents required to be given under this Charge may be made or given by writing signed or sealed by any successor or assignee of Aldermore and the Chargor hereby irrevocably appoints any successor or assignee to be its attorney for the purposes set out in Clause 9. No change in the constitution of Aldermore or its absorption of or amalgamation with or the acquisition of the whole or any part of its undertaking by any other organisation shall in any way prejudice or affect its rights under this Charge.

12. MISCELLANEOUS

- 12.1. No delay or omission by Aldermore in exercising any right or power under this Charge shall impair such right or power or be construed as a waiver of such right or power. No partial exercise or waiver of any right or remedy shall preclude any further exercise of such right or remedy or the exercise of any other right or power. The rights and remedies of Aldermore provided in this Charge are cumulative and not exclusive of any rights or remedies provided by law.
- 12.2. Aldermore may from time to time waive or authorise on such terms and conditions (if any) as it may choose, any breach or proposed breach by the Chargor of any of the covenants, provisions or obligations contained in this Charge, without prejudice to the rights of Aldermore in respect of any subsequent breach of them.
- 12.3. All provisions of this Charge are severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 12.4. This Charge shall be a continuing security notwithstanding any settlement of account or other matter whatsoever. This Charge is in addition to and shall not merge with or otherwise prejudice or affect (or be prejudiced or affected by) any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, charge, mortgage or other security now or hereafter held by or available to Aldermore. This Charge shall not be in anyway prejudiced or affected by Aldermore now or hereafter dealing with exchanging, releasing, varying or abstaining from

perfecting or enforcing any rights which it may now or hereafter have against the Chargor or any other person or giving time for payment or indulgence or compounding with the Chargor or any other person liable.

- 12.5. Section 93 of the Act shall not apply to this Charge or to any security given to Aldermore pursuant to this Charge. Section 103 of the Act shall not apply and Aldermore may exercise its power of sale and other powers under that or any other act or this Charge at any time after the date of this Charge.
- 12.6. If the Chargor has more than one account with Aldermore, Aldermore may at any time and without any prior notice transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but Aldermore shall notify the Chargor of the transfer having been made.
- 12.7. No assurance security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency or under the Insolvency Act 1986 and no release settlement or discharge given or made by Aldermore on the faith of any such assurance security or payment shall prejudice or affect the right of Aldermore to recover from the Chargor (including the right to recover any monies which it may have been compelled by due process of law to refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Charge to the full extent of the Secured Liabilities.
- 12.8. If, in addition to this Charge, Aldermore holds any other security or guarantee for the Secured Liabilities it may chose the order in which it wishes to enforce such security or guarantee and this Charge.
- 12.9. The Chargor hereby applies to the Chief Land Registrar for a restriction to be entered on the register of its title to the charged property in the following form:-
- “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 created by this Deed in favour of Aldermore Bank plc t/a Aldermore Invoice Finance referred to in the Charges Register.

13. FORMAL DEMAND AND NOTICES

13.1. Any notice to or demand upon the Chargor under this Charge shall be in writing and shall be deemed to be duly served if:

13.1.1. it is addressed to the Chargor and is handed to it personally; or

13.1.2. it is sent by first class pre-paid, registered or recorded delivery post or by facsimile addressed to the Chargor at its last known place of business or at the Property; or

13.1.3. it is left at the Property.

13.2. Any notice to Aldermore under this Charge shall be in writing and shall be deemed to be duly served if it is sent by first class pre-paid, registered or recorded delivery post or by facsimile addressed to Aldermore at its registered office.

13.3. A notice or demand so served shall be deemed to have been received:

13.3.1. if delivered by hand or left at the Property, when handed to the Chargor or left at the Property;

13.3.2. if posted, 48 hours after being posted (except where receipt would then be deemed to have occurred on a Saturday, Sunday or public holiday in which case it shall be deemed to be received on the next working day) notwithstanding that it is returned undelivered;

13.3.3. if sent by facsimile, at the time of transmission following receipt of the appropriate answerback or transmission activity report unless (i) the sender knows or ought reasonably to know that the transmission has failed or is incomplete or (ii) the facsimile is transmitted on a Saturday, Sunday or bank holiday or outside the hours of 9 am - 5 pm on any other day, in which case service shall be deemed to have been effected at 9 am on the next working day.

13.4. If the Chargor comprises more than one person, due service on either or any one of them shall be deemed to be service on all of them and the person on whom notice or demand is served shall be deemed to have accepted it for himself and as agent for such others.

14. GOVERNING LAW AND JURISDICTION

This Charge shall be governed by and construed in accordance with English Law.

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a deed.

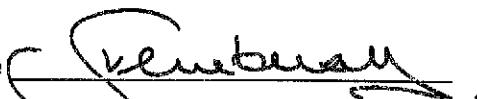
THE SCHEDULE
The Property

Tech House, Reddicap Trading Estate, Sutton Coldfield B75 7BU as the same is contained in title number WM614119 and registered at HM Land Registry.

EXECUTED AS A DEED by
MIDBASS DISTRIBUTION LIMITED
acting by a director in the presence of:-

) 
) Director

Solicitor Signature



Name STEVEN THOMAS KOLBACH SOLICITOR.

Firm Name & Address _____

EDDOWES PERKY & O'BRIEN LTD

46 HIGH STREET

SUTTON COLDFIELD B72 1UL