

MR01

Particulars of a charge

101958/413
IRIS Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is NOT for
You may not use this form to
register a charge where the
instrument Use form MR08



A34 31/10/2014 #189
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 07105097
Company name in full ☒ ALLIED McKEON GROUP LIMITED

For official use
1
→ Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 29 10 2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ☒ ALLIED INSURANCE SERVICES LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

- 1 The Chargor with full title guarantee hereby charges to the Debentureholder with the payment and discharge of the Secured Liabilities -
- 1 1 by way of a fixed charge all estates and interests in any freehold and leasehold property of the Chargor both present and future together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Chargor from time to time thereon and therein and the proceeds of sale thereof,
- 1 2 by way of a fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Chargor (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend,
- 1 3 by way of a fixed charge all the goodwill and uncalled capital of the Chargor both present and future,
- 1 4 by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Chargor, and
- 1 5 by way of floating charge and undertakings and all other property, assets and rights of the Chargor both present and future not otherwise effectively charged by way of fixed charge pursuant to the foregoing paragraphs of this Clause 4
- Paragraph 14 of Schedule B1 to the Insolvency Act will apply to any floating charge created by this Deed

5

Fixed charge or fixed security

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

- ✓ ☒ Yes
- ☐ No

6

Floating charge

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

- ✓ ☒ Yes Continue
- ☐ No Go to Section 7

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

- ☐ Yes

7

Negative Pledge

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

- ☐ Yes
- ☒ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

A. D. M. Ehem

X

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7105097

Charge code: 0710 5097 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th October 2014 and created by ALLIED MCKEON GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2014.

Dx

Given at Companies House, Cardiff on 5th November 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS DEBENTURE is made as a deed on 29th October 2014 by -

- (1) **ALLIED McKEON GROUP LIMITED** (Company Number 07105097) whose registered office is at Allied House 98 Standishgate Wigan WN1 1XA (the "**Chargor**"), and
- (2) **ALLIED INSURANCE SERVICES LIMITED** (Company Number 04319831) whose registered office is at Allied House 98 Standishgate Wigan WN1 1XA (the "**Debentureholder**")

THIS DEED WITNESSES as follows -

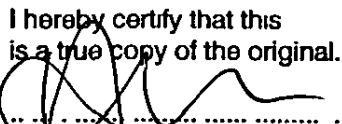
1. **INTERPRETATION**

1.1 In this Deed unless the context otherwise requires -

"book debts"

means all debts due to the Chargor (including without limitation rents, dividends and royalties or other sums payable in respect of intellectual property rights) whether or not the sum is such as would in the ordinary course of the business be entered in the books relating to such business and shall extend to and be deemed to include -

I hereby certify that this
is a true copy of the original.


Peter Atker Ball Healds,
Solicitors, 29-33 King Street,
Wigan, WN1 1EG

(a) the benefit of all rights securities and guarantees of any nature whatsoever enjoyed or held by the Chargor in relation thereto and all moneys becoming payable to the Chargor in respect of debts due to or claims (including insurance claims) by the Chargor and any contributions due to the Chargor's assets pursuant to any court declaration under sections 212-215 of the Insolvency Act notwithstanding that the amount thereof shall not have been quantified at the time when the moneys hereby secured shall have become payable, and

(b) all moneys becoming payable to the Chargor in respect of book debts under or by virtue of any policy of insurance taken out by the Chargor against the non-payment of book debts

"Business Day"

means a day on which the London Interbank Sterling Market is open for dealings between commercial banks generally

"Charged Property"

means all the property assets and rights charged under this Deed

"Costs"

means (without prejudice to the generality of that expression) all costs incurred by the Debentureholder in any court proceedings relating to the charged property or part thereof where such proceedings are brought pursuant to the Insolvency Act and all costs incurred by the Debentureholder in connection with the discharge and release of this Deed and the security constituted hereunder

"Event of Default"

means any default in payment on the due date of any sums made payable to the Debentureholder by the Chargor and/or the occurrence of an event of default under any bank facility entered into by the Chargor and

(where capable of remedy) has not been remedied within 14 days of the Chargor becoming aware of such breach

"fixed charged property"

means together all the property assets and rights charged under Clauses 4 1 to 4 4 inclusive of this Deed

"floating charged property"

means all the property assets and rights charged under Clause 4 5 of this Deed

"Insolvency Act"

means the Insolvency Act 1986

"intellectual property rights"

means all rights in patents patent applications inventions trade marks trade mark applications service marks trade names registered designs copyrights know how confidential information trade secrets and any other intellectual property rights

"legally charged property"

means any freehold or leasehold property of the Chargor which from time to time is and continues to be charged in favour of the Debentureholder

"Receiver"

means any receiver or administrative receiver or receiver and manager appointed by the Debentureholder or any other person or court under or by virtue of this Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time

"Secured Liabilities"

means the sum of £100,000 00 paid by the Debentureholder to the Chargor together with interest thereon at the rate of 3% above the base rate of Royal Bank of Scotland plc from time to time and also all moneys and liabilities (whether present or future actual or contingent) now or at any time or times hereafter due or owing or incurred by the Chargor (whether as principal or surety) to the Debentureholder

1 2 Any reference in this Deed to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

1 3 Section 61 of the Law of Property Act 1925 and section 17 of the Interpretation Act 1978 shall apply to this Deed

2 PAYMENT COVENANT

The Chargor hereby covenants to pay or discharge to the Debentureholder on such date or dates as provided by Clause 3 the Secured Liabilities

3 PAYMENT DATE

The Secured Liabilities shall be repaid or discharged by the Chargor on 31 October 2015 unless the Chargor and the Debentureholder otherwise agree in writing or unless this Deed otherwise provides

4 CHARGING CLAUSE

The Chargor with full title guarantee hereby charges to the Debentureholder with the payment and discharge of the Secured Liabilities -

- 4 1 by way of a fixed charge all estates and interests in any freehold and leasehold property of the Chargor both present and future together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Chargor from time to time thereon and therein and the proceeds of sale thereof,
- 4 2 by way of a fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Chargor (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend,
- 4 3 by way of a fixed charge all the goodwill and uncalled capital of the Chargor both present and future,
- 4 4 by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Chargor, and
- 4 5 by way of floating charge and undertakings and all other property, assets and rights of the Chargor both present and future not otherwise effectively charged by way of fixed charge pursuant to the foregoing paragraphs of this Clause 4

Paragraph 14 of Schedule B1 to the Insolvency Act will apply to any floating charge created by this Deed

5 NATURE OF CHARGES

The charges hereby created shall be a continuing security and shall unless otherwise agreed in writing by the Debentureholder be first charges

6 RESTRICTIONS ON THE CHARGOR

The Chargor shall not without the previous written consent of the Debentureholder -

- 6 1 sell, give, or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof,
- 6 2 sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business,
- 6 3 create or attempt to create any fixed mortgage charge or other security upon any part of the fixed charged property other than in favour of the Debentureholder,
- 6 4 create or attempt to create any floating charge or other security upon any part of the floating charged property, and
- 6 5 allow any lien to arise in or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business

7 DEPOSIT OF DEEDS AND DOCUMENTS OF TITLE

Subject to the rights of any prior mortgagee the Chargor shall deposit with the Debentureholder and the Debentureholder shall hereafter hold and retain all deeds and documents of title relating to the fixed charged property

8 FURTHER CHARGES

The Chargor shall forthwith if and when called upon by the Debentureholder so to do execute in favour of the Debentureholder or as the Debentureholder shall direct such further legal and other mortgages and charges and assignments as the Debentureholder shall require if any on the Chargor's estate and interest in the fixed charged property (including any vendor's lien) to secure all principal and other moneys intended to be hereby secured such mortgages or charges or assignments to be prepared by or on behalf of the Debentureholder at the cost of the Chargor and to be in such form as the Debentureholder may reasonably require

9 COVENANTS OF THE CHARGOR

The Chargor shall -

- 9 1 repay the Secured Liabilities on the date specified in clause 3 hereof,
- 9 2 keep all buildings forming part of the fixed charged property in good and substantial repair and condition and keep all plant machinery fixtures implements and other effects thereon or elsewhere in a good state of repair and in good working order and permit the Debentureholder or any person nominated by it at all reasonable times to enter upon the fixed charged property charged under Clause 5 1 and view the state of the same
- 9 3 perform and observe all covenants and stipulations restrictive or otherwise affecting the fixed charged property and to punctually pay all licence fees duties registration charges and all outgoings of whatsoever nature in respect of the fixed charged property,
- 9 4 not pull down or remove any building or erection erected or to be erected on the fixed charged property or any part thereof or the fixed plant and machinery and other fixtures and fittings upon the same respectively or any of them without the previous written consent of the Debentureholder except in the ordinary course of repair and maintenance or improvement or otherwise in the course of and for the bona fide purpose of carrying on the business of the Chargor or otherwise with the consent of the Debentureholder (such consent not to be unreasonably withheld or delayed) save pursuant to the Planning Permission,
- 9 5 insure and keep insured such parts of the charged property as are of an insurable nature Such insurance shall be effected in such office and generally in such manner as the Debentureholder shall approve (such approval not to be unreasonably withheld or delayed) and the Chargor shall cause notice of the interest of the Debentureholder to be noted on the policies which (subject to the rights of any prior mortgagee) shall unless otherwise agreed by the Debentureholder be delivered to and retained by the Debentureholder and shall duly pay the premiums and other sums of money payable in respect of any such insurance and immediately after every such payment produce to the Debentureholder the receipt for the same All moneys which may at any time hereafter be received or receivable by the Chargor under any insurance in respect of the charged property whether or not effected pursuant to the foregoing provision shall be applied at the Debentureholder's option either in replacing restoring or reinstating the property destroyed or damaged or towards the discharge of the liabilities secured hereunder and any such money received by the Chargor shall be held by the Chargor on trust for the Debentureholder accordingly,
- 9 6 notify the Debentureholder in writing upon the acquisition or purchase by the Chargor of any freehold or leasehold property, and
- 9.7 notify the Debentureholder in writing forthwith upon the Chargor being aware that the fixed charged property charged under Clause 5 1 or any part thereof is by reason of substances in on or under the same in such a condition that significant harm is being caused or there is a significant possibility of such harm being caused to living organisms or to property or that pollution of controlled waters is being or is likely to be caused

10 BREACH OF COVENANTS

If the Chargor defaults in repairing or keeping in repair or insuring the charged property or any

part thereof or in observing or performing any of the covenants or stipulations affecting the same whether imposed under this Deed or otherwise the Chargor shall permit the Debentureholder to enter on the fixed charged property charged under Clause 5 1 and effect such repairs or comply with or object to any notice served on the Chargor in respect of the charged property or effect such insurance or generally do all such acts and pay all such costs charges and expenses as the Debentureholder may consider necessary to prevent or remedy any breach of covenants or stipulation or to comply with or object to any such notice

11 CRYSTALLISATION OF SECURITY SUBJECT TO DEMAND

11 1 In respect of the Secured Liabilities the Debentureholder shall be entitled by notice to the Chargor to demand the immediate payment and discharge thereof (or any part thereof) and any other sums forthwith (or otherwise as the Debentureholder may require) at any time after an Event of Default occurs which remains unremedied or unwaived

11 2 Upon any demand being made for payment of any moneys hereby secured such moneys shall become payable immediately and all rights of the Chargor to deal for any purpose whatever with the charged property specified in the notice or any part thereof shall forthwith cease and any floating charge shall forthwith crystallise and become a fixed charge

12 CRYSTALLISATION OF SECURITY WITHOUT DEMAND

The moneys hereby secured shall become immediately payable and all rights of the Chargor to deal for any purpose whatever with the charged property or any part thereof shall forthwith cease and the floating charges shall forthwith crystallise and become fixed charges on the happening of any of the following events -

12 1 if an Order is made for the winding up of the Chargor by the court or if an effective resolution is passed for the members' or creditors' voluntary winding up of the Chargor,

12 2 if any corporate action, legal proceedings or other procedure or step is taken in relation to the appointment of an administrator of the Chargor, and

12 3 if a Receiver is appointed of the whole or substantially the whole of the property and assets of the Chargor

PROVIDED that the floating charge contained in this Deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium, by an eligible company (as determined by Schedule A1 of the Insolvency Act) under the Insolvency Act

13 RECEIVER

13 1 Appointment

At any time after the moneys hereby secured have become payable (otherwise than by reason solely of the obtaining of a moratorium, by an eligible company (as defined in Schedule A1 of the Insolvency Act) under the Insolvency Act) or at the request of the Chargor the Debentureholder may without further notice appoint in writing under its hand any person or persons to be a Receiver of all or any part of the charged property (with power to authorise any joint Receiver to exercise any power independently of any other Joint Receiver) in like manner in every respect as if the Debentureholder had become entitled under the Law of Property Act 1925 to exercise power of sale thereby conferred or appoint an administrator of the Chargor Every Receiver so appointed shall have and be entitled to exercise all powers conferred by the said Act as if such Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to every such Receiver so appointed shall have the powers hereinafter referred to

13 2 Removal

The Debentureholder may from time to time by writing under his hand remove any Receiver appointed by him (but in the case of an administrative receiver such removal shall only be with the sanction of the Court) and may whenever he may deem it expedient appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by him

13 3 Powers

Any Receiver appointed hereunder may without further notice exercise all or any of the following powers -

- 13 3 1 take immediate possession of the get in and collect the charged property or any part thereof and for that purpose enter upon any premises at which the charged property or any part thereof is located and sever dismantle or removed the same therefrom without being liable for any loss or damage thereby occasioned other than through negligence,
- 13 3 2 carry on the business of the Chargor and for that purpose make or procure advances and secure the same by mortgage or charge in priority or subsequent to the moneys and interest secured by this Deed or otherwise as may be thought expedient and carrying interest at such rate as the Debentureholder may consider necessary,
- 13 3 3 make and effect all repairs and insurances and do all other acts which the Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the charged property,
- 13 3 4 sell convert into money and realise all or any part of the charged property or any part thereof by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper,
- 13 3 5 let all or any part of the fixed charged property for such term and at such rent as he may think proper and accept a surrender of any lease or tenancy thereof,
- 13 3 6 compromise any claim by or against the Chargor,
- 13 3 7 call up all or any portion of any uncalled capital of the Chargor,
- 13 3 8 give valid receipts for all moneys and exclude all assurances and things which may be proper and desirable for realising the charged property,
- 13 3 9 use the name of the Chargor for all or any part of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Chargor for all of which purposes the Chargor hereby irrevocably appoints every such Receiver to be its attorney, and
- 13 3 10 appoint managers officers agents accountants clerks servants workmen and others for the aforesaid purposes upon such terms as to remuneration or otherwise as he may think proper

In addition to the above powers a Receiver may exercise all the powers conferred upon him by any statute or otherwise

14 SALE

Section 103 of the Law of Property Act 1925 shall not apply to this Deed nor to any sale by the Debentureholder or a Receiver thereunder and the statutory power of sale shall as between the Debentureholder or such Receiver and a purchaser from the Debentureholder or such Receiver be exercisable at any time after the execution of this security provided that the

Debentureholder shall not exercise the said power of sale until payment of the moneys hereby secured shall have become due or a Receiver has been appointed hereunder but this proviso shall not affect a purchaser or put him upon enquiry whether such moneys have become due or such appointment has been made

15 BOOK DEBTS

During the continuance of this security the Chargor shall -

- 15 1 pay all moneys which it may receive in respect of the book debts hereby charged into such account as the Debentureholder may require and pay or otherwise deal with such moneys standing in such account in accordance with any directions from time to time given in writing by the Debentureholder,
- 15 2 if called upon to do so by the Debentureholder execute a legal assignment of such book debts to the Debentureholder in such terms as the Debentureholder may require and give notice thereof to the debtors from whom the debts are owing or incurred and take such other steps as the Debentureholder may require to perfect such legal assignment, and
- 15 3 deal with such book debts in accordance with any directions from time to time given in writing by the Debentureholder and in default of any deal with the same only in the ordinary course of getting in and realising the same (but not sell assign factor or discount the same in any way)

16 FURTHER ASSURANCE

The Chargor shall from time to time execute and do all such assurances and things as the Debentureholder may reasonably require for perfecting the security hereby constituted and after the moneys hereby secured shall have become payable for facilitating the realisation of the charged property or any part thereof and for exercising all powers authorities and discretions hereby or by law conferred on the Debentureholder or any Receiver appointed by him

17 ATTORNEY

The Chargor hereby irrevocably appoints the Debentureholder to be the attorney of the Chargor in the name and on behalf of the Chargor to execute and do any assurance and things which the Chargor ought to execute and do hereunder and generally to use the name of the Chargor in the exercise of all or any powers hereby conferred on the Debentureholder or any Receiver appointed by him and the Chargor hereby expressly authorises the Debentureholder to pursue any insurance claim relating to the charged property in the name of the Chargor and to delegate all or any of the powers hereby conferred upon him to any Receiver appointed by him or such other person or persons as he may in his absolute discretion think fit

18 APPLICATION OF RECEIPTS

- 18 1 Any moneys received under the powers hereby conferred shall subject to the repayment of any claims having priority to this Deed be applied for the following purposes and in the following order of priority -
 - 18 1 1 in satisfaction of all reasonable costs charges and expenses properly incurred and payments properly made by the Debentureholder or any Receiver appointed hereunder and of all remuneration due hereunder with interest on such costs charges expenses and payments as hereinafter provided in such order as the Debentureholder shall in his absolute discretion decide
 - 18 1 2 in satisfaction of the moneys outstanding and secured by this Deed whether principal or interest in such order as the Debentureholder shall in his absolute

discretion decide, and

18 1 3 the surplus (if any) shall be paid to the person or persons entitled thereto

18 2 For the purposes of Clause 18 1 the Debentureholder shall be entitled to rely on the certificate of the Debentureholder as to any particular amount falling within any sub-paragraph of Clause 18 1 which is due and payable to the Debentureholder and shall not be obliged to verify the contents of any such certificate

18 3 All moneys received recovered or realised by the Debentureholder under this Deed may be credited at the discretion of the Debentureholder to any suspense or impersonal account and may be held in such account for so long as the Debentureholder shall think fit pending its application from time to time in or towards the discharge of any of the moneys obligations and liabilities secured by this Deed

19 RECEIVERS LIABILITY

Neither the Debentureholder nor any Receiver as aforesaid shall by reason of his or the Receiver's entering into possession of the charged property or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable but every Receiver duly appointed by the Debentureholder under the power in that behalf hereinbefore contained shall be deemed to be the agent of the Chargor for all purposes and shall as such agent for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the Law of Property Act 1925 and the Debentureholder and every such Receiver shall be entitled to all rights powers privileges and immunities by the said Act conferred on mortgagees and receivers when such receivers have been duly appointed under the said Act

20 PROTECTION OF PURCHASER

No purchaser mortgagees or other person or company dealing with the Debentureholder or any Receiver or its agents shall be concerned to enquire whether the moneys hereby secured have become payable or whether the power which such Receiver is purporting to exercise has become exercisable or whether any money remains due on this Deed or to see to the application of any money paid to the Debentureholder or to such Receiver

21 COSTS AND EXPENSES

All reasonable costs charges and expenses properly incurred and all payment made by the Debentureholder or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act neglect or default of the Chargor shall carry interest from the date of the same being incurred or becoming payable at the rate per annum hereinbefore specified and the amount of all such costs charges expenses and payments and all interest thereon and all remuneration payable hereunder shall be payable by the Chargor on demand and shall be secured by the Deed All such costs charges expenses and payments shall be paid and charged between the Debentureholder and the Chargor and as between the Debentureholder and the Chargor on the basis of a full indemnity and not on the basis of a party and party or any other kind of taxation

22 INDEMNITY

The Debentureholder and every Receiver attorney manager agent or other person appointed by the Debentureholder hereunder are hereby entitled to be indemnified out of the charged property in respect of all liabilities and expenses incurred by them or him -

22 1 arising in connection with the charged property or any part thereof from any actual or alleged breach of law relating to the environment whether by the Chargor, the Debentureholder or a Receiver or by any other person unless caused by the negligence or wilful default of the

Debentureholder or any such Receiver, and/or

- 22 2 in the execution or purported execution of any of the powers authorities or discretions vested in them or him pursuant to this Deed 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 charged property,

and the Debentureholder and any such Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred

23 CONSOLIDATION

The restriction on the right of consolidating mortgage securities which is contained in section 93 of the Law of Property Act 1925 shall not apply to this security

24 NOTICES

- 24 1 Any notice or other communication to be given to the Chargor or the Debentureholder pursuant to, or in connection with, this Deed shall be in writing and delivered personally, or sent by first class pre-paid recorded delivery post (air mail if overseas), to the Chargor or the Debentureholder (as the case may be) at its registered office from time to time (or to such other address as may from time to time have been notified in writing to the other party in accordance with this Clause 25) or by sending it by fax to the fax number of the Chargor or the Debentureholder (as the case may be) as may from time to time have been notified in writing to the other party in accordance with this Clause 25 (subject to the original notice or communication being sent by post on the same day in the manner specified above)

- 24 2 Any notice or other communication shall be deemed to have been served -

24 2 1 if delivered personally, when left at the address referred to in Clause 24 1,

24 2 2 if sent by pre-paid recorded delivery post (other than air mail) two days after posting it,

24 2 3 if sent by air ail, six days after posting it, or

24 2 4 if sent by fax (subject to the original notice or communication being sent by post on the same day in the manner specified in Clause 24 1) upon receipt of a confirmation of the transmission slip

- 24 3 If a notice to given or deemed given at a time or on a date which is not a Business Day, it shall be deemed to have been given at the start of the next Business Day

25 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a part to this Deed shall have no rights under the Contracts (Rights of Third parties) Act 1999 to rely upon or enforce any term of this Deed provided that this does not effect any right or remedy of the third party which exists or is available apart from that Act

26 MISCELLANEOUS

- 26 1 The Debentureholder may without discharging or in any way affecting the security created by this Deed or any remedy of the Debentureholder grant time or other indulgence or abstain from exercising or enforcing any remedy security guarantee or other right which they may now or in the future have from or against the Chargor and may make any arrangement variation and/or release with any person or persons without prejudice either to this Deed or the liability of the Chargor for the moneys obligations and liabilities secured by this Deed

- 26 2 If any provision of this Deed is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Deed, but the enforceability of the remainder of this Deed shall remain unaffected
- 26 3 The rights and remedies of the Debentureholder provided by this Deed are in addition to and are not exclusive of any other rights or remedies available at law and may be exercised from time to time and as often as the Debentureholder may deem expedient

EXECUTED AS A DEED by the Chargor and delivered on the date which first appears in this deed

EXECUTED (but not delivered until the date hereof)
AS A DEED by ALLIED McKEON GROUP LIMITED
acting by a Director in the presence of

A.D. McKeon

Signature of witness *Lynda Allan*
Name of witness LYNDA ALLAN
Address 23 BELVEDERE ROAD,
ASHTON
WN4 8RU.
Occupation ACCOUNT MANAGER

EXECUTED (but not delivered until the date hereof)
AS A DEED by ALLIED INSURANCE SERVICES LIMITED
acting by a Director in the presence of

A.D. McKeon

Signature of witness *Lynda Allan*
Name of witness LYNDA ALLAN
Address 23 BELVEDERE ROAD
ASHTON.
WN4 8RU.
Occupation ACCOUNT MANAGER