

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling
Please go to www.companies.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 there is
an instrument Use form MR08

FRIDAY



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31/05/2013

#206

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 0 7 1 7 3 9 5 5

Company name in full NATIONWIDE DECORATORS LIMITED ✓



For official use

→ Filing 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 2 8 0 5 2 0 1 3 ✓

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 TANDEM INVOICE FINANCE LIMITED ✓

(COMPANY NUMBER 07013660)

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			

5	Fixed charge or fixed security	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
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6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
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7	Negative Pledge	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
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Particulars of a charge

8

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

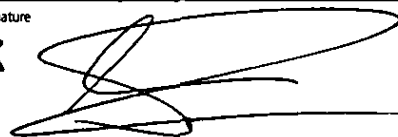
Signature

Please sign the form here

Signature

Signature

X



/

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 **MALCOLM PIPER**

Company name **TANDEM INVOICE FINANCE**

LIMITED

Address **15 MAYFAIR COURT**

PARCHMENT STREET

Post town **CHICHESTER**

County/Region **WEST SUSSEX**

Postcode **P O 1 9 3 R A**

Country **UNITED KINGDOM**

DX

Telephone **0845 6188515**

**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. 7173955

Charge code: 0717 3955 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2013 and created by NATIONWIDE DECORATORS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st May 2013.

Given at Companies House, Cardiff on 5th June 2013

DATED May 28th 2013

(1) TANDEM INVOICE FINANCE LIMITED

and

(2) NATIONWIDE DECORATORS LIMITED

DEBENTURE

*I certify this is
a true copy of the
original*



TANDEM
APPROVED 31 MAY 2013

THIS IS AN IMPORTANT DOCUMENT, YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

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THIS DEED is made the 28th day of May 2013

BETWEEN

- 1 **Nationwide Decorators Limited** a company incorporated in England and Wales (company number 07173955) whose registered office is at 24 College Lawns, Leeds, West Yorkshire LS12 3LP (the "Chargor"), and
- 2 **TANDEM INVOICE FINANCE LIMITED**, a company incorporated in England and Wales (company number 07013660) whose registered office is at 15 Mayfair Court, Parchment Street, Chichester, West Sussex PO19 3RA ("Tandem")

The parties agree as follows

1 INTERPRETATION

1.1 In this Deed the following definitions apply

- | | |
|----------------------------|--|
| "Business Day" | means a day (other than a Saturday or Sunday) on which banks are open for general business in London, |
| "Charged Property" | means all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of Tandem by or pursuant to this Deed, |
| "Environmental Law" | means any law concerning the protection of the environment or human production, storage treatment, transport or disposal of any substance capable of causing harm to any living organism or the environment, |
| "EU Regulation" | means the Council of the European Union Regulation No 1346/2000 on insolvency proceedings, |
| "Enforcement Event" | <ol style="list-style-type: none">(a) any of the Secured Obligations are not paid or discharged when the same ought to be paid or discharged by the Chargor (whether on demand, at scheduled maturity, or by acceleration or otherwise),(b) the Chargor is in breach of any of its obligations under this Deed or under any other agreement between the Chargor and Tandem and that breach (if capable of remedy) has not been remedied to the satisfaction of Tandem within 7 days of notice by Tandem to the Chargor to remedy the breach,(c) the Chargor is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, |

- (d) the value of the assets of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities),
- (e) a moratorium is declared in respect of any indebtedness of the Chargor;
- (f) any corporate action, legal proceedings or other procedure or step is taken in relation to
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of the Chargor;
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets, or
 - (iv) enforcement of any security over any assets of the Chargor;
- (g) any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Chargor; or
- (h) any event occurs in relation to the Chargor that is analogous to those set out in paragraphs (c) to (g) above,

"Floating Charge Property"

has the meaning given in Clause 3.1.13,

"Insurance Policy"

means any policy of insurance and cover note in which the Chargor may from time to time have an interest;

"Intellectual Property Rights"

means

- (a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered (including any specified under the heading "Intellectual Property Rights" in Schedule 1),

- (b) the benefit of all applications and rights to use such assets, and

- (c) all Related Rights,

"Investments"

means

- (a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including any specified under the heading "Shares" in Schedule 1), and

- (b) all Related Rights (including all rights against any trustee, fiduciary or clearance system),

"Investment Derivative Rights"

means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment,

"Issuer"

means the issuer of any Investment,

"Material Contracts"

means

- (a) the agreements (if any) listed in Schedule 1,

- (b) any other contract entered into by the Chargor that may from time to time be identified in writing by Tandem as a Material Contract, and

- (c) all Related Rights,

"Plant and Machinery"

means

- (a) all equipment, machinery, plant, computers, office equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of this Deed become, the property of the Chargor; and

- (b) all Related Rights,

"Real Property"

means

- (a) any freehold, leasehold or other immovable property (including the property (if any) specified in Schedule 1), and

- (b) any buildings, fixtures or fittings from time to time situated on or forming part of such property (including any trade textures and fittings), and

- (c) all Related Rights,

- a) clause and schedule headings are for convenience of reference only and shall not affect the construction of this Deed.
- b) references to Clauses and Schedules are references to the Clauses of and Schedules to this Deed.
- c) references to this Deed or any other agreement or instrument shall be construed as references to that agreement or instrument as amended, novated, supplemented, extended or restated.

1 1 1 In this Deed

1 2 Interpretation

means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Chargor to Tandem together with all costs, charges and expenses incurred by Tandem in connection with the protection, preservation or enforcement of its rights against the Chargor.

"Secured Obligations"

means the period beginning on the date of this Deed and ending on the date on which Tandem releases the Chargor from its obligations under this Deed, and

"Security Period"

means the security constituted by this Deed.

"Security"

(d) any income, moneys and proceeds paid or payable in respect of that asset,

(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

(a) the proceeds of sale of any part of that asset;

"Related Rights"

means, in relation to any asset,

means a receiver, manager, administrator or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law,

"Receiver"

(b) all Related Rights,

(a) all present and future book and other debts and monetary claims owing to a Chargor, and

"Receivables"

means

- d) references to a person shall be construed to include that person's assigns, transferees or successors in title and shall be construed as including any individual, firm, trust, partnership, joint venture, company, corporation, unincorporated body of persons or any state or agency thereof, whether or not having separate legal personality,
 - e) references to a provision of law are references to that provision as amended or re-enacted,
 - f) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders,
 - g) an Enforcement Event is "continuing" if it has not been remedied or waived in writing,
 - h) the words "including" shall not be construed as limiting the generality of the words preceding it,
 - i) "clearance system" means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person, and
 - j) unless the context otherwise requires, any reference to "Charged Property" includes any part of that Charged Property, any proceeds of that Charged Property and any present and future assets of that type
- 1 1.2 Any covenant by the Chargor under this Deed remains in force during the Security Period and is given for the benefit of Tandem
- 1 1.3 The terms of any finance arrangements between the parties to this Deed are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- 1 1.4 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed
- 1 1.5 Notwithstanding any terms of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time

2 COVENANT TO PAY

The Chargor covenants that it will pay and discharge the Secured Obligations to Tandem as and when the same are due

3 GRANT OF SECURITY

- 3 1 The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of Tandem as continuing security for the payment and discharge of the Secured Obligations

- 3 1 1 by way of legal mortgage, the Real Property,
- 3 1 2 by way of fixed charge, any Real Property now or at any time after the date of this Deed belonging to the Chargor (other than property charged under Clause 3 1.1 above),
- 3 1 3 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession,
- 3 1 4 by way of fixed charge, all present and future Receivables, other than those validly and effectively assigned under Clause 3 3;
- 3 1 5 by way of fixed charge, other than those validly and effectively assigned under Clause 3 3,
 - a) all present and future Investments,
 - b) all Investment Derivative Rights,
 - c) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment;
- 3 1 6 by way of fixed charge, all present and future Intellectual Property Rights,
- 3 1 7 by way of fixed charge, the goodwill of the Chargor;
- 3 1 8 by way of fixed charge, the uncalled capital of the Chargor;
- 3 1 9 by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under Clause 3 3,
- 3 1 10 by way of fixed charge, all rights, interests and claims in the Matenal Contracts, other than those validly and effectively assigned under Clause 3 3,
- 3 1 11 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them,
- 3 1 12 by way of fixed charge, all rights, interests and claims in any pension fund now or in the future, and
- 3 1 13 by way of floating charge, the whole of the Chargor's undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed (the "Floating Charge Property")
- 3 2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed and the floating charge created under this Deed is a "qualifying floating charge" for these purposes

- 3 3 The Chargor with full title guarantee assigns to Tandem as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the

3.3 1 Material Contracts,

3 3 2 Insurance Policies,

3 3 3 Investments, and

3 3 4 Receivables

4 CRYSTALLISATION OF FLOATING CHARGE

- 4 1 Tandem may at any time by notice in writing to the Chargor immediately convert the floating charge created by Clause 3 1 13 into a fixed charge as regards any property or assets specified in the notice if

4 1 1 an Enforcement Event has occurred and is continuing, or

4 1 2 Tandem considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or

4 1 3 Tandem considers that it is desirable in order to protect the priority of the Security

- 4 2 If, without the prior written consent of Tandem,

4 2 1 any steps are taken for any of the Charged Property to become subject to any security in favour of any other person, or

4 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or

4 2 3 a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Chargor,

the floating charge created under Clause 3 1 13 by the Chargor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property

- 4 3 The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor

5 NEGATIVE PLEDGE

- 5 1 The Chargor shall not create or permit to subsist any security over any of the Charged Property, other than (a) any Security, or (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor

- 5 2 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property

6 PERFECTION OF SECURITY

- 6 1 Immediately following the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Property), the Chargor shall deposit with Tandem

6.1.1 all deeds and documents of title relating to the Charged Property,

6.1.2 all Insurance Policies to which the Chargor is entitled to possession,

6.1.3 all certificates relating to the Investments together with stock transfer forms executed in blank, and

6.1.4 all other documents as Tandem (acting reasonably) may from time to time require for perfecting its title to the Investments or for vesting or enabling it to vest the Investments in itself or its nominees or in any purchaser

- 6 2 The Chargor shall, if requested by Tandem, execute all such documents and do all acts that Tandem may reasonably require to record the interest of Tandem in any registers relating to any registered Intellectual Property Rights

- 6 3 In respect of any Real Property or part of or interest in any Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), the Chargor shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Real Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated [] in favour of [] referred to in the charges register. "

- 6 4 The obligation on the part of Tandem to make further advances to the Chargor is deemed to be incorporated in this Deed and the Chargor shall apply to the Chief Land Registrar for a restriction to that effect to be entered on the Register of Title in relation to any Real Property the title to which is registered at the Land Registry:

7 FURTHER ASSURANCE

- 7 1 The Chargor shall, at its own expense, promptly take whatever action Tandem may require for

7.1.1 creating, perfecting or protecting the security intended to be created by this Deed, and

7.1.2 facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by Tandem or any Receiver in respect of any of the Charged Property,

including the execution of any security or other document (in such form as Tandem may reasonably require), the giving or any notice and the making of any registration which Tandem may think expedient

8 REPRESENTATIONS

8 1 The Chargor represents and warrants to Tandem, on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that:

8.1 1 it is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation,

8 1 2 it has the power to own its assets and carry on its business as it is being conducted,

8 1 3 the Charged Property is, or when acquired will be, legally and beneficially owned by the Chargor free of any security other than (a) security created by or expressly permitted by this Deed or (b) any security that Tandem has expressly consented to,

8 1 4 this Deed creates the security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise,

8 1 5 this Deed is its legal, valid and binding obligation and, subject to the general principles of law limiting the Chargor's obligations, is enforceable in accordance with its terms,

8 1 6 it has the power to enter into, perform and deliver and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed,

8 1 7 the Investments are fully paid and are not subject to any option to purchase or similar right, and

8 1 8 for the purposes of the EU Regulation, the Chargor's centre of main interests (as that expression is used in Article 3(1) of the EU Regulation, is situated in England and Wales and the Chargor has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction

9 UNDERTAKINGS

The Chargor covenants and agrees with Tandem that it will, during the Security Period

9 1 Charged Property generally

9 1 1 permit Tandem (or its designated representatives), on reasonable written notice

a) access during normal office hours to the accounting records of the Chargor and to any documents and records relating to the Charged Property, and

b) to inspect, take extracts from, and make copies of, the same,

and to provide (at the Chargor's expense), such clerical and other assistance which Tandem may reasonably require to do this,

- 9 1 2 notify Tandem within 14 days of receipt of every material notice, order or proposal given, or made in relation to, the Charged Property by any competent authority and (if required by Tandem) immediately provide it with a copy of the same and either (i) comply with such notice, order or proposal or (ii) make such objections to the same as Tandem may require or approve,
 - 9 1 3 comply in all material respects with all obligations in relation to the Charged Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents,
 - 9 1 4 comply with all material covenants and obligations affecting any of the Charged Property or the manner of use of any of it,
 - 9 1 5 not, except with the prior written consent of Tandem (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Charged Property,
 - 9 1 6 provide Tandem with all information which it may reasonably request in relation to the Charged Property, and
 - 9 1 7 not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property,
- 9 2 Property matters
- 9 2 1 maintain all buildings and erections forming part of the Real Property in a good state of repair; and
 - 9 2 2 not, except with the prior written consent of Tandem, confer on any person (or agree to confer on any person)
 - a) any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),
 - b) any right or licence to occupy any land or buildings forming part of the Real Property, or
 - c) any licence to assign or sub-let any part of the Real Property,
 - 9.2 3 not carry out any development within the meaning of section 55 of the Town and Country Planning Act 1990 without first obtaining such permissions as may be required under applicable legislation and, in the case of development involving a substantial change in the structure of, or a change in use of, any part of the Real Property, without first obtaining the written consent of Tandem;
 - 9 2 4 properly discharge all duties of care and responsibility placed on it by Environmental Law and apply for and obtain all authorisations necessary to ensure that it does not breach Environmental Law,

- 9 2 5 not do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be determined,
- 9 2 6 permit Tandem and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it,
- 9 2 7 in respect of any Real Property which is acquired after the date of this Deed, title to which is registered at the Land Registry or which is required to be so registered
 - a) give written notice of this Deed to the Land Registry and procure that notice of this Deed is clearly noted in the Register of Title for such Real Property,
 - b) procure that no person is registered as proprietor of any such property under the Land Registration Acts 1925 to 2002 without the prior written consent of Tandem,

9 3 Plant and Machinery

- 9 3 1 maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition (fair wear and tear excepted),
- 9 3 2 immediately on request by Tandem, affix to any item of Plant and Machinery a durable notice of this Deed in such form as Tandem may require,

9 4 Insurance

- 9 4 1 effect and maintain at its expense insurances in respect of all its assets and business with insurers previously approved in writing by Tandem Such insurances shall
 - a) provide cover against such risks and in such amounts as is issued for prudent companies owning or possessing similar assets and carrying on similar businesses and against all other risks which Tandem may from time to time specify,
 - b) have the interest of Tandem as mortgagee noted on all relevant policies, and be on such terms and contain such clauses as Tandem may reasonably require,
- 9 4 2 supply to Tandem on request copies of each policy of insurance required to be maintained in accordance with this Deed together with current premium receipts relating to it,
- 9 4 3 not do or permit to be done or omit to do anything which may render any insurance void, voidable or unenforceable (in whole or in part) nor vary, amend or terminate any policy of insurance;
- 9 4 4 if it defaults at any time in effecting or maintaining such insurances or in producing any policy or receipt to Tandem on demand, authorise Tandem to take out or renew such policies of insurance in any sum which Tandem may reasonably think expedient All moneys which are expended by Tandem in so doing shall be deemed to be properly paid by Tandem and shall be reimbursed by the Chargor on demand,

9 4 5 notify Tandem if any claim arises or may be made under the insurances,

9 5 Intellectual Property Rights

9 5 1 observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, beneficial owner, user, licensor or licensee of its Intellectual Property Rights or any part of it,

9 5 2 take all reasonable steps (including the commencement of legal proceedings) as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of its Intellectual Property Rights,

9 5 3 when reasonably requested by Tandem, promptly provide to Tandem a copy of such record and/or a summary of all its Intellectual Property Rights created or acquired since the date of this Deed or the date of last notification,

9 6 Receivables

9 6 1 deal with the Receivables in accordance with any directions given in writing from time to time by Tandem and, in the absence of such directions, hold the Receivables on trust for the benefit of Tandem,

9 6 2 after the Security becomes enforceable, comply with any notice served by Tandem on the Chargor prohibiting the Chargor from withdrawing all or any monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, except with the prior written consent of Tandem,

9 6 3 if called upon so to do by Tandem, execute a legal assignment of the Receivables to Tandem in such terms as Tandem may require and give notice thereof to the debtors from whom the Receivables are due owing or incurred,

9 6 4 deliver to Tandem such information as to the amount and nature of its Receivables as Tandem may from time to time reasonably require,

9.7 Investments

9 7 1 promptly pay all calls or other payments which may become due in respect of the Investments,

9 7 2 at the request of Tandem, procure all consents, waivers and approvals which are necessary, under the articles of association of any Issuer or otherwise, for the transfer of the Investments to Tandem or its nominee or to a purchaser upon the enforcement of this Deed and to procure the amendment of the share transfer provisions of each Issuer's articles of association in such manner as Tandem may require in order to permit such a transfer,

9 7 3 promptly take any action requested by Tandem (and permit Tandem, at the expense of the Chargor to take whatever action it deems necessary) for the dematerialisation or re-materialisation of any Investment,

9 7 4 until the Security becomes enforceable, be entitled to

- a) receive and retain all dividends, distributions and other moneys paid on or derived from the Investments, and
- b) exercise all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which is prejudicial to the interests of Tandem under this Deed,

9 7 5 after the Security becomes enforceable

- a) hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for Tandem and pay the same immediately upon receipt into the an account specified by Tandem, and
- b) comply and procure that its nominees comply with any directions from Tandem concerning the exercise of all voting and other rights and powers attaching to the Investments,

9 7 6 at any time after the Security becomes enforceable, permit Tandem to complete the instrument(s) of transfer for the Investments on behalf of the Chargor in favour of itself or such other person as it may select,

9 8 Centre of Main Interests

not, without the prior written consent of Tandem, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and Wales, nor will it have any establishment (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction,

10 ENFORCEMENT OF SECURITY

10 1 The Security shall become immediately enforceable if an Enforcement Event is continuing

10 2 At any time after the Security becomes enforceable, Tandem may, without notice to the Chargor and whether or not it has appointed a Receiver, exercise

10 2 1 all or any of the powers, authorities and discretions conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed),

10.2 2 all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986, and

10 2 3 all or any of the powers conferred by this Deed

10 3 Neither Tandem nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable

11 POWERS OF TANDEM

11 1 The power of sale conferred on Tandem and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of

Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed

11 2 Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed

11 3 At any time after the Security becomes enforceable, Tandem may lease or make arrangements to lease at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925

11 4 Any liberty or power which may be exercised or any determination which may be made hereunder by Tandem or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

11 5 Each of Tandem and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by Tandem or the Receiver itself or any subsequent delegation or revocation thereof

11 6 Following the occurrence of an Enforcement Event which is continuing Tandem may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by Tandem in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by Tandem of all information in relation to the Chargor which Tandem provides to any person in relation to the preparation of any such report

11 7 If at any time the Chargor does not comply with any of its obligations under this Deed, Tandem may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises Tandem, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default

12 APPOINTMENT OF RECEIVER

12 1 Appointment and Removal

At any time after the Security becomes enforceable, or if requested to do so by the Chargor, Tandem may (by deed or otherwise and acting through its authorised officer)

12 1 1 appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property,

12.1 2 remove (so far as it is lawfully able) any Receiver(s) so appointed, and

12 1 3 appoint another person(s) as an additional or replacement Receiver(s)

12 2 Restrictions on appointment

12 2 1 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Law of Property Act 1925) does not apply to this Deed

12.2.2 Tandem is not entitled 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 section 1A to the Insolvency Act 1986

12.2.3 Tandem may not appoint an administrative receiver (as defined in section 29(2)) of the Insolvency Act 1986) over the Charged Property if Tandem is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

12.3 Capacity of Receivers

Each Receiver shall be

12.3.1 an agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration, and

12.3.2 entitled to remuneration for his services at a rate to be fixed by Tandem from time to time (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925)

13 POWERS OF RECEIVER

13.1 Every Receiver shall have all the powers

13.1.1 conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act,

13.1.2 set out in Schedule 1 to the Insolvency Act 1986, and

13.1.3 conferred from time to time on receivers by statute

13.2 In addition to the powers referred to in Clause **Error! Reference source not found.** 13.1 a Receiver shall have the power, at the cost of the Chargor and either in his own name or in the name of the Chargor or (with the written approval of Tandem) in the name of Tandem

13.2.1 to take possession of, collect and get in all or any part of the Charged Property,

13.2.2 to carry on, manage or concur in carrying on and managing all or any part of the business of the Chargor,

13.2.3 to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise,

13.2.4 to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities or other obligations (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments,

- 13.2.5 to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Chargor;
- 13.2.6 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property including, without limitation, all voting and other rights attaching to the Investments
- 13.2.7 to make and effect all repairs, renewals, improvements, and insurances,
- 13.2.8 to redeem any prior security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior Security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor. All moneys paid to the holder of such security in accordance with such accounts shall form part of the Secured Obligations,
- 13.2.9 to promote the formation of subsidiaries of the Chargor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit,
- 13.2.10 to take such proceedings and to make any arrangement or compromise which Tandem or the Receiver may think fit,
- 13.2.11 to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine and to discharge any person appointed by the Chargor,
- 13.2.12 to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property,
- 13.2.13 lend money or advance credit to any customer of the Chargor;
- 13.2.14 give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property,
- 13.2.15 let any Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit, and/or
- 13.2.16 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property

14 APPLICATION OF MONEYS

- 14.1 All moneys received or recovered by Tandem or any Receiver pursuant to this Deed shall be applied in the following order
 - 14.1.1 first, in satisfaction of, or provision for, all costs, charges and expenses incurred by Tandem or any Receiver and the payment of the remuneration of any Receiver;
 - 14.1.2 second, in or towards satisfaction of the Secured Obligations, and

14.1.3 third, any surplus shall be paid to the Chargor or any other person entitled thereto

This Clause is subject to the payment of any claims having priority over the Security. This Clause does not prejudice the right of Tandem to recover any shortfall from the Chargor.

14.2 Only money actually paid by the Receiver to Tandem shall be capable of being applied in or towards the satisfaction of the Secured Obligations and the Chargor shall have no rights in respect of the application by Tandem of any sums received, recovered or realised by Tandem under this Deed.

14.3 If Tandem reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the Security shall continue and such amount shall not be considered to have been irrevocably paid.

15 PROTECTION OF PURCHASERS

15.1 The receipt of Tandem or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

15.2 No purchaser or other person dealing with Tandem or its delegate or any Receiver shall be bound to inquire whether the right of Tandem or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by Tandem shall have lapsed for any reason or have been revoked.

16 POWER OF ATTORNEY

16.1 The Chargor irrevocably, by way of security, appoints Tandem, each person to whom Tandem shall from time to time have delegated the exercise of the power of attorney conferred by this Clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for

16.1.1 carrying out any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property), and

16.1.2 enabling Tandem and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

16.2 The Chargor ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

17 PRESERVATION OF SECURITY

17.1 The Security will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations.

- 17.2 The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or Tandem) This includes
- 17.2.1 any time or waiver granted to, or composition with, any person,
 - 17.2.2 any release of any person under the terms of any composition or arrangement;
 - 17.2.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any person,
 - 17.2.4 any non-presentation, non-observance of any formality or other requirements in respect of any instrument or any failure to realise the full value of any security,
 - 17.2.5 any incapacity, lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
 - 17.2.6 any amendment of any document or security,
 - 17.2.7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any document or security or the failure by any member of the Group to enter into or be bound by any such document or security, or
 - 17.2.8 any insolvency or similar proceedings
- 17.3 The Chargor waives any rights it may have of first requiring Tandem (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other person before claiming from the Chargor under this Deed
- 17.4 Until all amounts which may be or become payable by the Chargor to Tandem have been irrevocably paid in full, Tandem (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Deed
- 17.4.1 refrain from applying or enforcing any other monies, security or rights held or received by Tandem (or any trustee or agent on its behalf) against those accounts, or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise), and
 - 17.4.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed
- 17.5 This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by Tandem
- 17.6 No prior security held by Tandem (in its capacity as such or otherwise) over any Charged Property will merge into this Security

18 SET-OFF AND CURRENCY

- 18 1 In addition to any general lien or similar rights to which it may be entitled by operation of law, Tandem may at any time and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to Tandem and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations
- 18 2 For the purpose of or pending the discharge of the Secured Obligations, Tandem may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this Clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as Tandem thinks fit

19 NEW ACCOUNTS

- 19 1 If Tandem at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Charged Property it may open a new account or accounts with the Chargor
- 19 2 If Tandem does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice
- 19 3 As from such time all payments made to Tandem shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations

20 EXPENSES AND INDEMNITY

- 20 1 The Chargor shall, from time to time on demand of Tandem, pay or reimburse Tandem on a full indemnity basis for all costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the rate determined by Tandem
- 20 2 The Chargor shall, notwithstanding any release or discharge of all or any part of the Security, indemnify Tandem, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain
- 20 2 1 in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law) and/or
- 20 2 2 in connection with or otherwise relating to this Deed or the Charged Property

21 MISCELLANEOUS

- 21 1 All payments to be made to Tandem under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If the Chargor is required by law to make a tax deduction, the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of

such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made

- 21.2 Tandem may assign and transfer all or any of its rights and obligations under this Deed. Tandem shall be entitled to disclose such information concerning the Chargor and this Deed as Tandem considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.
- 21.3 None of Tandem, its delegate(s), nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.
- 21.4 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired. If any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.
- 21.5 A certificate of Tandem specifying any amount due from the Chargor shall, in the absence of manifest error, be *prima facie* evidence of such amount.
- 21.6 At the end of the Security Period, Tandem must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Charged Property from this Security.
- 21.7 It is intended that this document take effect as a deed notwithstanding the fact that a party may only execute it under hand.

22 NOTICES

- 22.1 Any communication to be made under or in connection with this Deed must be made in writing and, unless otherwise stated, may be made by fax or letter.
- 22.2 The address for any communication or document to be made or delivered under or in connection with this Deed is the address set out by the relevant party's name at the beginning of this Deed or in each case any substituted address as one party may notify to the other party by not less than five Business Days' notice.
- 22.3 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective
- 22.3.1 If by way of fax, when received in legible form, or
- 22.3.2 If by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.
- 22.4 Any communication or document to be made or delivered to Tandem will be effective only when actually received by Tandem.
- 22.5 Any notice given under or in connection with this Deed must be in English.

23 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

24 GOVERNING LAW

This Deed and any non-contractual obligation arising in connection with it are governed by English law

25 JURISDICTION

- 25 1 The courts of England have exclusive jurisdiction to settle any disputes (a "Dispute") arising out of, or connected with this Deed or the non-contractual obligations arising in connection with it (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity)
- 25 2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary
- 25 3 This Clause 25 is for the benefit of Tandem only. As a result and notwithstanding Clause 25 1 (English Courts), it does not prevent Tandem from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law Tandem may take concurrent proceedings in any number of jurisdictions

THIS DEED has been signed on behalf of Tandem and EXECUTED AS A DEED by the Chargor and is delivered by them on the date first specified above

SCHEDULE 1

Real Property - Registered Land

NONE

Part B

Real Property - Unregistered Land

NONE

Part C

Intellectual Property Rights

NONE

Part D

Shares

NONE

Part E

Material Contracts

NONE

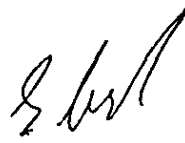
SIGNATORIES

SIGNED as a DEED by

Stephen Wright

)
)
)

Director



In the presence of

Director/Secretary

Signature of witness

Name (in BLOCK
CAPITALS)

Address

Occupation



GERALDINE MILLWARD

60 PRIMKEY PARK VIEW
LEEDS LS17 732

ACCOUNTANT

TANDEM INVOICE FINANCE LIMITED

By

