



**Companies House**

**MR01**(ef)

**Registration of a Charge**

Company name: **ACF GROUP SOLUTIONS LTD**

Company number: **07323808**

Received for Electronic Filing: **28/08/2013**



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**Details of Charge**

Date of creation: **23/08/2013**

Charge code: **0732 3808 0002**

Persons entitled: **STATE SECURITIES PLC**

Brief description:

**Contains fixed charge(s).**

**Notification of addition to or amendment of charge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STATE SECURITIES PLC**



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

Company number: 7323808

Charge code: 0732 3808 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd August 2013 and created by ACF GROUP SOLUTIONS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th August 2013 .

Given at Companies House, Cardiff on 28th August 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Burlington House, Botleigh Grange Office Campus, Grange Drive, Hedge End, Southampton SO30 2AF

Telephone: (01489) 775600 Facsimile (01489) 775601

## **STAND-ALONE CHATTEL MORTGAGE**



State Securities plc  
Company Reg. No. 1497411  
Registered Office: Burlington House, Botleigh Grange  
Office Campus, Grange Drive, Southampton, SO30 2AF

AGREEMENT No. 033825/SS/HP

SCHEDULE (which forms part of this Deed of Chattel Mortgage - Stand Alone)

<b>PARTICULARS OF COMPANY</b>	
Company Name ("the Company")	A.C.F. GROUP SOLUTIONS LIMITED
Company Reg. No 07323808	
Full names of Directors DAVID LEON WALDOCK	
Address of Company 5 DOWNS ROAD HUNSTANTON NORFOLK	Siting address for the Assets (if different)
Post Code PE36 5HX Telephone 01495 533514	Post Code Telephone

PARTICULARS OF GOODS: Please describe in full	Registration Number	Chassis Number	Serial Number Engine Number	Date of manufacture/first registration
JLG 4017 c/w 1 Bucket		YC500001160003063		2007

<b>SIGNATURES</b>	
<b>WITNESS TO THE COMPANY'S SIGNATURE</b>	<b>To: State Securities Plc:</b>
Signature	We confirm we have read and understood the Terms of the Deed set out below and before we signed this Deed of Chattel Mortgage, all the details requiring completion were completed to our satisfaction.
Name	EXECUTED and DELIVERED as a DEED on 23.8.13
Address	by the Company acting by its authorised officers:
BURLINGTON HOUSE GRANGE DRIVE, HEDGE END SOUTHAMPTON SO30 2AF	Director
Occupation	Company Secretary/Director
BUSINESS ADMIN MANAGER	Director's full name in block capitals: DAVID LEON WALDOCK
Signature for and on behalf of STATE SECURITIES PLC	Director's/Secretary's full name in block capitals
DATE	The Signatories warrant that they have authority to bind the Company to this Deed.
23.8.13	There must be two signatures: either two directors or one director and the company secretary.

# CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

Minutes of a meeting of the Directors properly convened and held on 21st August 2013  
 at 5 Downs Road, Hunstanton, Norfolk, PE36 5HK

## IT WAS REPORTED TO THE MEETING THAT:

- (1) A quorum of directors was present and the meeting had been properly convened.
- (2) The Company has negotiated a factoring loan, leasing or hire purchase facility with State Securities plc ("State"). It is a term of this loan or facility that the Company grant a chattel mortgage over certain goods in favour of State. These arrangements are referred to as "the Transaction" in these minutes. The form of the proposed factoring agreement, loan, leasing, hire purchase or other facility documentation was produced to the meeting and then approved ("the Facility Documentation").
- (3) It has been noted that it is a condition of the Transaction that the Company enters into a chattel mortgage so as to ensure that State receives a first ranking mortgage over certain goods owned by the Company. The form of the proposed chattel mortgage was produced to the meeting ("the Chattel Mortgage"). It was noted that the Chattel Mortgage will be a security for all monies now and from time to time owing in the future to State.
- (4) A list of the assets to be mortgaged in favour of State was then produced to the meeting. These assets are referred to as "the Assets" below.

Each director confirmed that he or she has no interest in any of the matters covered above and in the proposed resolutions which is required to be disclosed for the purposes of the Articles of Association of the Company or any other reason other than by virtue of having granted any guarantee or indemnity to State in respect of the obligations of the Company to State or being a director or shareholder in any company which has given any such guarantee or indemnity – which interests were duly particularised and declared.

## IT WAS THEN RESOLVED

1. That the Company shall enter into the Transaction with State and mortgage its right, title and interest in the Assets (if any) to State as security under the terms of the Chattel Mortgage in the form produced to the meeting or with such amendments as any officer may approve.
2. That the Company should execute and deliver to State the Facility Document under hand and the Chattel Mortgage as a deed each in the form produced to the meeting or with such amendments as any officer may approve.
3. That any officer from time to time of the Company be irrevocably authorised to negotiate and commit the Company to any variation of the terms of the Facility Document and the Chattel Mortgage, and to execute under hand on behalf of the Company any variation of the terms of the Facility Document.
4. That the entry of the Transaction, the Facility Document and the Chattel Mortgage is in the commercial interests of the Company and within the objects of the Company as stated in its Memorandum of Association, and that the granting of the security and other rights under the Chattel Mortgage will be for the benefit of the Company and its businesses.
5. That the Company is solvent and that the Transaction will not result in the Company being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.
6. That the Company Secretary file the necessary forms at Companies House and update the Company's charges register.

## TO: STATE SECURITIES PLC

WE CERTIFY that the above is a true copy of the Resolution of the Board of Directors of the Company; and that the deed of chattel mortgage attached to this certificate is in the form of the deed presented to and approved by the meeting; that the obligations in the Chattel Mortgage and Facility Document will be binding upon the Company; that the Chattel Mortgage was dated on the same date on which it was signed; that the Memorandum and Articles of Association of the Company in force at such date and other particulars of the Company and its directors and secretary are those filed at the Registry of Companies on the date which is 30 days before the date of this certificate and will not change during the 30 days after the date of this certificate; and that the Company has not granted any charge or similar which was not registered at the Companies Registry within 30 days prior to such date and will not do so during the 30 days after the date of this certificate.

Signature [Signature] Position in relation to the Company DIRECTOR  
 Name of Signatory DAVID LEON WALDOCK Date 21.8.13

## TERMS OF THE CHATTEL MORTGAGE

THIS DEED of CHATTEL MORTGAGE is made on the date shown in the schedule above

### BETWEEN:

- (1) the Company: the company described as the Company in the Schedule; and
- (2) State: State Securities plc (registered in England & Wales with company number 1497411) of Burlington House, Botleigh Grange Office Campus, Grange Drive, Hedge End, Southampton, SO30 2AF.

### 1. Definitions

In this Deed the following terms have the meanings respectively given to them:

**the Assets** means the plant, machinery, equipment, vehicles or other assets described in the Schedule and includes any and each of them where there are more than one;

**Associate** means any guarantor indemnifier or other surety in respect of the Company or its liabilities; or a holding company, subsidiary, or subsidiary of a holding company; or an associate as defined by section 435 of the Insolvency Act 1986; and in the case of State, any person connected or associated to State and which State may from time to time nominate as being an Associate of State for the purposes of this Deed (including, without limitation and without any requirement for such notification, any present or future holding company or subsidiary of State (and any subsidiary of any such holding company) as such terms are defined above (but only, in the case of an Associate of State, for so long as the Associate remains such a holding company, subsidiary or subsidiary of such a holding company of State));

**Business Day** means any day other than a Saturday, Sunday or English Bank Holiday;

**Charged Property** means the Assets and other rights and interests mortgaged or charged to State pursuant to the terms of this Deed and includes any part of them;

**Facility Document** means any loan, leasing, hire purchase, factoring or other finance agreement entered into by State or any Associate of State with the Company from time to time;

**holding company** means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary.

**Receiver** means a receiver or receivers appointed under this Deed;

**Secured Obligations** means all of the monies, obligations and liabilities of the Company described in clause 2 or arising under any of the other clauses of this Deed; and

**subsidiary** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which for this purposes shall be treated as including any person the shares or ownership interests in which are subject to security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such security.

### 2. Agreement by the Company to pay State

- 2.1 The Company covenants that it will pay to State on demand and without deduction or set off all monies now or from time to time due, owing or incurred by the Company to State and/or any Associate of State including (but not limited to) under or pursuant to any Facility Document or and all other monies and liabilities covenanted to be paid under this Deed or arising under any other finance agreement of any kind entered into between State and the Company (and/or between any Associate of State and the Company) and whether owing as principal or as surety, whether alone or jointly and/or severally, whether present or future, whether monetary or non-monetary, actual or contingent and liquidated or unliquidated.
- 2.2 State may, in its absolute discretion, determine the priority of the respective claims of itself and each Associate to amounts realised under this Deed and accordingly all obligations to marshal securities (or to appropriate realisations in any particular manner) are excluded. All duties or liabilities arising from acting as an agent or trustee for each Associate of State are also excluded.
- 2.3 The Company further agrees that if the Company fails to observe and perform any of its obligations under this Deed or at the discretion of State anything occurs which prejudices or may prejudice the value of the Charged Property, its saleability or the value to State of the security created by this Deed then State may by notice in writing accelerate and demand payment of all amounts secured by this Deed. If not already included each present or future Facility Document will be deemed amended to give effect to this term.

### 3 Security

3.1 As security for the Secured Obligations, the Company with full title guarantee assigns absolutely to State (as agent and trustee for itself first and then each Associate of State) by way of security all of its right, title and interest in the Assets together with the benefit of (and all rights to demand and receive all monies whatsoever payable under) all existing guarantees, warranties, and all servicing and maintenance agreements and intellectual property rights licensed to or to which it is entitled relating to the Assets.

3.2 Upon State being satisfied that all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, it will, at the request of the Company and on payment of a redemption administration fee of £100, reassign to the Company the Assets and the other assets and rights referred to in clause 3.1.

3.3 As further security for the Secured Obligations, the Company with full title guarantee charges in favour of State (as agent and trustee for itself first and then each Associate of State) by way of fixed equitable charge:

3.3.1 all Assets which are not owned by the Company on the date of this Deed and which the Company subsequently acquires;

3.3.2 all assets of the same or similar type as the Assets which are acquired by the Company at any time in the future in replacement for, as a renewal of, as additions to or otherwise to supplement the Assets;

3.3.3 all future guarantees, warranties and servicing and maintenance agreements to which it becomes entitled in relation to the Assets; and

3.3.4 the benefit of all insurances relating to the Assets (including all rights to claims, returns of premium and all proceeds paid or payable thereunder).

### 4 Covenants by the Company

The Company covenants with State as follows:

4.1 To put and keep the Assets in good repair and condition and properly maintained and (where appropriate) serviced and in all respects in good operating condition;

4.2 To keep accurate and complete records of all maintenance, repair and servicing carried out to the Assets and permit State to inspect such records and take copies on demand, and on request, to deliver the original records to State;

4.3 To maintain all log books and other documents as are required by law to be maintained on or with respect to the Assets and permit State to inspect such log books and documents and take copies on demand, and on request, to deliver the original log books and documents to State;

4.4 To deposit with State on the date of this Deed (or otherwise on request which may be given at any time) the original invoice or other documents of title to the Assets;

4.5 To insure the Assets or procure that the Assets are insured under a comprehensive policy for all usual risks of loss or damage for the full replacement value of the Assets and against any claim by an employee, agent, contractor or sub contractor of the Company or any third party in relation to the Assets for any loss or damage arising from their use without unusual excess or restriction. The Company will effect such insurance with an insurer approved by State and will notify State of the name of the insurer and the policy number and of any change in the insurer, the policy number or cover provided (all of which must first have been approved by State in writing). The Company will (1) procure that a note of the interest of State is made on the policy with a loss payee clause (and if State requires a mortgagee non vitiation and invalidation clause or endorsement in terms acceptable to State) in favour of State and (2) produce to State on demand the policy, all endorsements and all premium receipts;

4.6 Not to use the Assets or permit the Assets to be used in any way contrary to any applicable law or insurance taken out in connection with the Assets (or do or fail to do anything which may jeopardise such insurance or the amount of any claim which may or could be made thereunder). In particular, where the Assets include or comprise any motor vehicle, not to use such Assets or cause or permit them to be used unless there is a policy of insurance in respect of third party risks complying with the requirements of the road traffic legislation in force in relation to the user of the Assets;

4.7 To notify State immediately of any loss or damage to the Assets. The Company irrevocably appoints State as its agent to conduct negotiations with the relevant insurer and to settle any claim to which the Company is entitled without reference to the Company. The Company will not compromise or settle any claim without the prior written consent of State;

4.8 That any monies received on any insurance maintained in respect of the Assets shall be applied in reduction of amounts owing to State unless State, in its absolute discretion, otherwise agrees;

4.9 To mark the records of the Company to show that the Assets have been mortgaged to State and that any further charge, mortgage or assignment of any such property is prohibited;

4.10 To also comply in respect of the Assets with all of the covenants, undertakings and indemnities set out in the Facility Document as if repeated, mutatis mutandis, in this clause 4.10.

4.11 Not to grant (or permit to be created) any further mortgage, charge, pledge, assignment or encumbrance of or over the Charged Property (including any charge of land on which the Assets may be situate) other than in favour of State, or to sell, let, hire, part with possession of or otherwise dispose of the Assets or any interest in them or to attempt to do any of such things or to do or omit to do anything which could in any way prejudice the security of State under this Deed in each and every case without having first obtained the

express written consent of State;

4.12 Not, other than pursuant to Clause 4.13, to alter or modify the Assets including not altering the paint work on the Assets or adding any sign, writing, lettering or symbols without the prior written consent of State;

4.13 To affix to or engrave upon the Assets such labels, plates or markings relating to and recording the security created by this Deed as State shall, from time to time, require by notice in writing and not to allow to be disturbed, defaced, removed or covered up any such labels, plates or markings;

4.14 Not (without the prior written consent of State) to permit the Assets to become affixed to, or otherwise connected with, any land or building so that the Assets would or might become a fixture. As between State and the Company the Assets will remain personal moveable property;

4.15 To obtain from any landlord of the premises at which the Assets may from time to time be situated on anything other than a temporary basis a waiver in a form acceptable to State, or, if it is not practical, in State's opinion, to obtain a formal waiver from the landlord, to give the landlord of such premises notice of the security created by this Deed in a form acceptable to State;

4.16 To pay and discharge as they fall due all debts, liabilities and damages whatsoever which have given or may give rise to liens on or claims enforceable against the Assets whether in distress or otherwise and in the event of the detention of the Assets in the exercise or purported exercise of any such lien or claim, to procure the release of the same from such detention immediately upon receiving notice of it. If the Company fails to comply with this covenant then State may do so at the expense of the Company which shall form part of the Secured Obligations;

4.17 To confirm the location of the Assets upon being requested to do so by State and, in any event, not to permit the Assets to be taken outside of Great Britain;

4.18 To allow State and its representatives from time to time to inspect and test the Assets and for this purpose, or to confirm compliance with any other covenant contained in this Deed, to enter any premises where the Assets may be (or State or its representative may suppose them to be) situated;

4.19 To give to State from time to time such information as it may request concerning the Assets;

4.20 To keep all necessary and proper records of the Assets, and to make such records available for inspection by State or its agents on reasonable prior notice and following demand being made under this Deed to deliver such records to State on demand;

4.21 Within 7 days of their publication and in any event within 180 days of the end of the relevant financial year or half year to supply to State a copy of the audited yearly and unaudited half yearly Balance Sheet Profit and Loss Account and other accounts of the Company.

4.22 In this clause 4 and clause 5 below all references to the defined term 'Assets' will include all other tangible Charged Property in addition to the matters otherwise included within such defined term.

### 5 Default by the Company re repair and insurance

5.1 If at any time the Company shall not keep the Assets in such state of repair as specified in clause 4.5 above, State may, (but without being under any obligation to do so), put or keep the Assets in repair (with power to enter onto any premises at which the Assets are located for that purpose).

5.2 If at any time the Company does not effect or keep up such insurances as specified in clause 4.5 above or produce a copy of the policy and evidence of premiums having been paid up to date on demand then State may (but without being under any obligation to do so) insure and keep the Assets insured in any sum which State may think expedient, which amount will be immediately payable by the Company to State and will form part of the Secured Obligations.

5.3 If the Company shall have failed to deliver on demand as specified above the policy or policies or current premium receipt in respect of the Assets, State shall be entitled to assume that the Company has made default in insuring them in accordance with the requirements of this Deed.

### 6 Power of sale and exclusion of Law of Property Act provisions

6.1 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or extended by this Deed, each arise on the date of this Deed and shall be immediately exercisable at any time after a notice demanding payment of and/or discharge and/or provision for any monies secured by this Deed shall have been served by State on the Company or a Receiver has been appointed under this Deed.

6.2 Section 103 of the Law of Property Act 1925 shall not apply to this Deed and any sale may be made on such terms as State or any Receiver may think fit. Neither shall the restriction on the right of consolidation in Section 93 of the Law of Property Act 1925 apply to this Deed.

### 7 Appointment of receiver and enforcement

7.1 At any time after State shall have demanded payment of any money or liability secured by this Deed State may in writing appoint any person or persons to be a Receiver (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver) and may remove any Receiver and appoint another or others in his or their place. Following such demand (whether or not a Receiver has been appointed) State and any Receiver shall have the following powers without by reason of that becoming liable as a mortgagee in possession:

7.1.1 To take possession of, collect and get in the Charged Property and for that purpose to take any proceedings in the name of the

Company or otherwise as may seem expedient, to collect, recover, compromise, settle and give a good discharge for the sums payable in respect of the Charged Property and any claims outstanding or arising in respect of the Charged Property and to institute such proceedings as State or the Receiver may think fit;

- 7.1.2 To carry on manage or concur in carrying on and managing the business of the Company or any part of it in so far as the same relates to the Charged Property, to perform any obligation of the Company relating to such matters, to exercise all rights, duties and powers of the Company in connection with the Charged Property, to institute and defend legal proceedings, to give and receive notices, to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Property;
- 7.1.3 Without the restrictions imposed by section 103 of the Law of Property Act 1925, to sell or concur in selling, exchange, lease, hire, charter, licence, call in, collect and convert into money or otherwise dispose of the Charged Property on such terms as State or any Receiver may think fit and to use the same for any purpose that State or the Receiver may think fit;
- 7.1.4 To make any arrangement or compromise which State or any Receiver shall think expedient;
- 7.1.5 To appoint managers, agents, officers, employees, and workmen for any of the purposes described in this clause 7.1 or to guard or protect the Assets at such salaries and for such periods as State or any Receiver may determine;
- 7.1.6 To sever and sell the Assets separately from any property to which they may be annexed;
- 7.1.7 To do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers described in this clause 7.1 and which any Receiver lawfully may or can do as agent for the Company or which State lawfully may or can do as mortgagee;
- 7.1.8 In the case of a Receiver to do anything or exercise any power which State could do or exercise as mortgagee; and
- 7.1.9 To exercise all powers in relation to the Charged Property which are or would be exercisable by an administrative receiver and which are set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver or could as a matter of law be appointed as one) and without being restricted in any way by any of the other provisions of this clause 7.1.
- 7.2 All monies received by State or by any Receiver shall be applied firstly in payment of the Receiver's remuneration and the costs of realisation (including all costs incurred directly or incidentally in the exercise of the powers conferred by this Deed), secondly in payment of all sums (if any) payable by statute in preference to sums secured by this Deed, thirdly in or towards payment of all or any of the matters referred to in paragraphs (i) - (iv) of sub-section 108 Law of Property Act 1925 as the Receiver in his absolute discretion shall decide and fourthly in or towards satisfaction of the Secured Obligations. Sub-section 109(6) of the Law of Property Act 1925 is excluded.
- 7.3 Any Receiver shall be deemed to be the agent or agents of the Company and the Company shall be solely responsible for his or their acts or defaults and for his or their remuneration, which State may from time to time fix without being subject to the restrictions set out in section 109 of the Law of Property Act 1925. Such agency shall continue until the Company shall go into liquidation and thereafter any Receiver shall act as principal and not as the agent of the Company.
- 7.4 Neither State nor any Receiver shall be under any obligation to do anything to enforce the obligations of any person, and shall not be liable to the Company for any loss or damage caused by omission so to do.
- 7.5 If any Receiver shall in the exercise of his powers authorities and discretions conform to any directions and regulations from time to time given and made by State then State shall not be responsible for any loss occasioned as a result. State and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner any right, power, authority or discretion conferred on it by this Deed. Neither State nor any Receiver will be in any way liable directly or responsible to the Company for any loss or liability arising from any act, omission or misconduct of any such delegate.
- 7.6 No purchaser, mortgagee or other person dealing with State or any Receiver shall be concerned to enquire whether any power exercised or purported to be exercised by it or him has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by or other dealing with State or any Receiver but any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.
- 7.7 At any time after State has demanded payment of any amount or liability secured by this Deed the Company will allow State and/or any Receiver to take possession of the Charged Property and for that purpose to enter on any premises where the Charged Property is situated (or State or its Receiver has reason to believe may or could be situated) without incurring any liability to the Company for or by reason of such entry.
- 8. Continuing security**
- 8.1 This security shall be a continuing security and shall not be considered satisfied, discharged or redeemed by any intermediate payment or satisfaction of the whole or any part of the monies and obligations due, owing or incurred to State (and/or any Associate of State) by the Company.
- 8.2 The security created by this Deed is in addition to any other security or securities which State (and/or any Associate of State) now holds or may

from time to time acquire from the Company or any other person and all rights remedies and powers of State under this Deed will be in addition to and shall not limit those conferred on State or any Associate of State by any other deed or agreement or implied by law. No prior security held by State over the whole or any part of the Charged Property shall merge in or with the security created by this Deed.

## **9 Notice of subsequent assignment or charge**

If State receives notice of any subsequent assignment, charge or other security interest affecting the Charged Property then State may open a new account or accounts for the Company. If State does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Company to State shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to State at the time when it received such notice.

## **10. Power of attorney and covenant for further assurance**

- 10.1 As security for the performance of its obligations and liabilities under this Deed the Company irrevocably appoints each of the persons specified in clause 10.2 severally to be the attorney of the Company and on its behalf and as its act or deed or otherwise to execute and deliver in the name of the Company all deeds and documents and perform all acts required to be performed by the Company under this Deed and (after a demand has been served on the Company for payment of amounts secured by this Deed) which State or any Receiver require be done in order to facilitate the enforcement of the security created by this Deed or which the Company could do in relation to the Charged Property. Any such attorney will only exercise their respective rights under this clause 10 after demand for payment of any of the Secured Obligations has been made. This will include payment of any insurance premiums and all other sums covenanted to be paid by the Company to third parties under the terms of this Deed which will forthwith be recoverable by State from the Company and shall form part of the liabilities secured by this Deed.
- 10.2 The persons referred to in clause 10.1 are State, any person nominated in writing under the hand of any director or officer of State and any Receiver.
- 10.3 The Company undertakes to execute and (if appropriate) register such deeds and documents and perform such acts as State or any Receiver may consider necessary or desirable for the purpose of vesting in State or in the Receiver title to the Assets (including assignments by way of security of any of the insurances assigned by Clause 3.3 and notices of assignment in relation to those insurances) or otherwise perfecting or enforcing the security of State under the terms of this Deed.

## **11. Exclusion of liability**

- 11.1 State, any Receiver, delegates and sub delegates shall not be liable to account to the Company for anything except State's own actual receipts or be liable to the Company for any loss or damage arising from any realisation by State, any Receiver, delegates or sub-delegates of the Charged Property or for any act, default, omission or negligence of any of the same in relation to the Charged Property.
- 11.2 Nothing in this clause 11 (or elsewhere in this Deed expressly including clause 20) shall exclude or limit liability for (or remedies arising in the event of) fraud.

## **12. Payments**

All payments by the Company under this Deed shall be made free and clear of any restriction, condition, set off, counterclaim, deduction, withholding of any kind including (subject to the next sentence) taxes. If any such deduction or withholding is required by law to be made from any such payment, the Company shall pay in the same manner and at the same time such additional amounts as will result in receipt by State of such amount as would have been received by State had no such deduction or withholding been required to be made. The time of punctual payment shall be of the essence.

## **13. Indemnity**

The Company agrees to pay to State on demand all costs charges and expenses (including legal costs on a full indemnity basis) incurred in any way by reason of any breach of this Deed by the Company, in obtaining any advice and taking any action which State in its absolute discretion considers necessary to protect, defend or assert its interest in and any rights it may have over the Charged Property or otherwise in exercise of the powers and rights under this Deed or to obtain payment of any sums due to it or an Associate of State whether under this Deed, any ancillary documentation or otherwise or any matter connected with the Charged Property, this Deed or any ancillary documentation, including without limiting this obligation, obtaining advice on the value, ascertaining the whereabouts of the Charged Property and any director of the Company and/or any guarantor, repossession and sale of the Charged Property (and in addition pay to State on demand for all time spent by its directors, officers and employees in connection with all of the matters specified in this clause in accordance with State's scale of charges for the time being) and additionally but without derogation to the generality of the foregoing the Company agrees to indemnify State against all claims and demands made upon State by reason of any loss, damage or injury suffered by any person or company directly or indirectly as a result of the presence, installation, use, removal or replacement of the Charged Property.

## **14. Service of notices**

- 14.1 A notice or demand for payment (including any writ or summons) (a "Notice") may be served by State or any Receiver on the Company by leaving it at, or

by sending it through the post in a pre paid letter addressed to the Company at, the last known address of the Company or to the Company's registered office for the time being, by fax to the number as shown on the Company's notepaper or as otherwise notified by the Company to State or personally on any officer of the Company. Any Notice served by post shall be deemed to have been served at 10 am on the day following (or if that day following is a Sunday then on the Monday immediately after) that on which it is posted; unless the Notice shall be posted after the time at which the last post collection is made in which case it shall be deemed to be served at 10 am on the second day following. In proving service of any such Notice it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and put in the postal system. A Notice so addressed and posted to the Company shall be effective notwithstanding that it be returned undelivered.

14.2 Any Notice served personally on the Company in accordance with Clause 14.1 will be deemed to be served at the time when it is left at such place as is described in Clause 14.1 or when given to an officer of the Company. A Notice served by fax will be deemed served when dispatched subject only to State's fax machine recording successful transmission.

14.3 The methods of service described in Clause 14.1 will not affect the validity of any other effective method of service.

#### 15. Indulgence

No delay or omission of State to exercise any right or power granted by this Deed shall impair any such right or power to be construed as a waiver of or acquiescence in any default by the Company and no express waiver given by State in relation to any default by the Company shall prejudice the rights of State under this Deed. The granting of any consent by State will not prejudice the right of State to grant or withhold as it thinks fit its consent to anything similar.

#### 16. Assignment and transfer

State shall be entitled to assign its interest in this Deed and its rights against the Company to such person as it wishes. The Company shall not be entitled to assign its interest in this Deed or its rights against State. State may also transfer the benefit of the security created by this Deed and the rights of State under this Deed to any other person (**the Transferee**). Following service of notice to the Company of such transfer, the Transferee may enforce the security created by this Deed and the rights of State against the Company as if the Transferee had been named in this Deed in place of (or alongside) State.

#### 17. Agent of State

Any person (including the manufacturer or supplier of the Assets or a dealer in them or a broker) by or through whom this Deed was negotiated, or who otherwise introduced the Company to State or who was involved in matters connected with this Deed, is not and was not the agent of State. The Company accepts that State may pay or have paid a commission to any person through whom this Deed was

negotiated or so introduced.

#### 18. Severance

If any provision (or part) of this Deed shall be found by a court or competent authority to be void or unenforceable, the invalidity or unenforceability of that provision (or the part concerned) shall not affect the other provisions of this Deed (including the part of the provision not affected) which shall remain in full force and effect.

#### 19. Entire agreement and exclusion of liability

This Deed constitutes the entire agreement and understanding between State and the Company in relation to its subject matter. It supersedes any prior promises, representations and undertakings or implications whether made orally or in writing by State which may not be relied upon once this Deed has been entered into. All and any liability for any prior representations made by State or any other person to the Company or anyone acting on its behalf is expressly excluded even if made negligently or carelessly.

#### 20. Applicable law and jurisdiction

English law is applicable to this Deed and to any non contractual obligations arising out of this Deed. For the exclusive benefit of State, the English Courts shall have jurisdiction; but this shall not prevent State from enforcing such rights as it may have under the laws of other countries and in the courts of such countries.

#### 21. Construction

21.1 in this Deed:

21.1.1 references to any statute is to that statute as amended from time to time, substituted or consolidated;

21.1.2 if the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009);

21.1.2 references to any agreement or document shall be construed as referring to such agreement or document as the same may have been, or may from time to time be, varied supplemented novated or assigned; and

21.1.3 unless the context otherwise requires, words denoting the single number only shall include the plural and vice versa; and references to any gender include all other genders and a reference to a "person" will be construed to include any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

21.2 The Schedule above forms a part of this Deed.

EXECUTED AND DELIVERED as a DEED by the Company and signed on behalf of State on the date first shown above adjacent to the Company's execution