000001/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

You must only use this form if the charge was created on or after 6th April 2013

Companies House

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

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

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

What this form
You may not us
register a charg
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gov uk

WEDNESDAY

A37V6UGH
A06 14/05/2014 #263
COMPANIES HOUSE

This form **must be delivered to the Registrar for reg 21 days** beginning with the day after the date of creatio delivered outside of the 21 days it will be rejected unless 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

For official use

1 Company details

Company number: 08863437

Company name in full: HD SERV LIMITED T/AS HDS

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: d 0 d 8 m 0 m 5 y 2 y 0 y 1 y 4

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: First Capital Factors Limited

Name:

Name:

Name:

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

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

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

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

☑ **Yes**

☐ **No**

6 Floating charge

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

☑ **Yes** Continue

☐ **No** Go to **Section 7**

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

☑ **Yes**

7 Negative Pledge

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

☑ **Yes**

☐ **No**

8 Trustee statement ❶

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

☐

❶ 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

MR01
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 Deborah Dale

Company name First Capital Factors Ltd

Address Sutton House, Ashville Point

Clifton Lane

Post town Sutton Weaver

County/Region Cheshire

Postcode W A 7 3 F W

Country

DX

Telephone 08448 266706

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

This form has been provided free of charge by Companies House

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8863437

Charge code: 0886 3437 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2014 and created by H D SERV LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2014.

Given at Companies House, Cardiff on 19th May 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 8TH MAY 2014

HD SERV LIMITED T/A HDS (1)

TO

FIRST CAPITAL FACTORS LIMITED (2)

DEBENTURE

PAUL DAVIDSON TAYLOR
solicitors
premier house, 36-48 queen street,
horsham, west sussex, RH13 5AD
t 01403 262333 f 01403 262444
e law@pdt co uk

I CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL DOCUMENT, DAVID MARSDEN, 8/5/2014, FIRST CAPITAL FACTORS LTD.

THIS DEBENTURE is made on the 8TH day of MAY 2014 **BETWEEN**

(1) the Company ("the Company") described in section 1 of the Schedule attached to and forming part of this debenture ("the Schedule"), and

(2) **FIRST CAPITAL FACTORS LIMITED** (a company registered in England and Wales with the number 07011294) whose registered office is at Sutton House, Ashville Point, Clifton Lane, Sutton Weaver, WA7 3FW ("the Factor" which expression shall include the Factor's successors and assigns)

1. MEANINGS OF EXPRESSIONS

1 In this debenture except where the context otherwise requires

1 1 the following expressions shall have the meanings assigned to them below.

"the Act" the Insolvency Act 1986,

"Agreement" the agreement (details of which are contained in section 2 of the Schedule) made between the Company and the Factor for the purchase of Book Debts and any agreement made in addition to, variation of or substitution for such agreement,

"Encumbrance" charge, mortgage, lien, pledge or other security right or declaration of trust,

"Event of Default" any of the events specified in clause 8.2,

"Factor's Account" all amounts now or hereafter owing or becoming due to the Company by the Factor including any amount retained by the Factor under any provision of the Agreement,

"Fixed Assets"

(i) all freehold and leasehold land and buildings of the Company both present and future including any land and buildings specified in section 3 of the Schedule and all trade fixtures and fittings and all plant and machinery from time to time in or on any such land or buildings,

(ii) all goodwill and unpaid and/or uncalled capital of the Company,

(iii) all stocks shares and securities and documents evidencing title to or the right to possession of any property at any time deposited with the Factor and the property mentioned in such documents,

(iv) all intellectual property now owned or at any time hereafter to be owned by the Company,

"Fixed Charge Property" such of the Property as for the time being shall be subject to the fixed charge created by clause 3.1 and any other of the Property in respect of which the floating charge created by clause 3 2 shall have crystallised,

"Floating Assets" all the Property other than such of the Property as shall for the time being be subject to the fixed charge created by clause 3 1,

"Obligations" all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Company to or in favour of

the Factor, present or future, actual or contingent, liquidated or unliquidated, whether or not incurred jointly with any other person, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise including any such liability of the Company by virtue of any assignment to the Factor of any indebtedness incurred or to be incurred by the Company for any supply of any goods or services to or any hiring by the Company,

"Other Debts" all amounts of indebtedness (other than the Specified Book Debts and the Factor's Account) now or at any time hereafter owing or becoming due to the Company on any account whatsoever and their proceeds together with the Related Rights pertaining to such amounts of indebtedness and their proceeds,

"Property" the undertaking and all the property rights and assets of the Company, whatsoever and wheresoever, both present and future, including the Company's stock in trade and its uncalled capital and the proceeds of such property rights and assets,

"Specified Book Debt" any Book Debt (purchased or purported to be purchased by the Factor pursuant to the Agreement), of which the ownership fails to vest absolutely and effectively in the Factor for any reason, together with the proceeds of such Book Debt,

"Writing" any form of communication that is accessible so that it may be recorded in a permanent form and used at any time after it has been made (and "written" is to be construed accordingly),

1.2 the expressions **"Book Debt"** and **"Related Rights"** have the meanings respectively assigned to them in the Agreement but so that for the purposes of the definition of "Related Rights" references to a "Book Debt" and to a "Supply Contract" (where the context so requires) include respectively references to an Other Debt and a contract giving rise to an Other Debt,

1 3 the expression **"Schedule B1"** shall mean Schedule B1 to the Act, the expression **"Administrator"** shall have the meaning assigned to it in paragraph 1(1) of Schedule B1 to the Act and the expression **"Receiver"** shall have the meaning assigned to it section 29(1)(a) of the Act (not being an administrative receiver as defined in section 29(2) of the Act),

1 4 the singular includes the plural and vice versa and any of the three genders includes either of the others,

1 5 references to clauses and sub-clauses are references to clauses and sub-clauses respectively of this debenture, the headings of clauses are for convenience only and do not affect or limit the meaning or extent of any clause,

1 6 the meaning of general words introduced by the word "other" are not limited by reference to any preceding word or enumeration indicating a particular class of acts matters or things,

1 7 the expressions "including" and "includes" do not limit or restrict any general words preceding either of them,

1 8 where the Factor has a right or option to do anything then the right or option is at its absolute discretion,

1 9 reference to any Act of Parliament is deemed to include such Act as amended or re-enacted from time to time and any order or regulation made under it

2. COVENANT TO PAY

2 The Company will

2 1 on demand fully discharge by payment to the Factor without any deduction or set-off all or any monetary liabilities included in the Obligations; and

2 2 duly perform all Obligations other than monetary liabilities

3. **CHARGING PROVISIONS**

3 To secure payment and performance as provided for in clause 2 the Company hereby charges in favour of the Factor with full title guarantee

3 1 by way of fixed charge, all Fixed Assets, all Specified Book Debts, the Factor's Account and all Other Debts,

3 2 by way of floating charge (to which paragraph 14 of Schedule B1 applies), the Floating Assets

4 **THE FLOATING ASSETS**

The Company shall be at liberty to sell any item included in the Floating Assets in the normal course of and for the purpose of carrying on its business (on terms not less favourable than those usual in a business of the nature of that carried on by the Company) until the crystallisation of the floating charge hereby created in respect of such item or of all the Floating Assets

5. **THE COMPANY'S CONTINUING OBLIGATIONS**

5 1 Until the full discharge of all the Obligation and this debenture except with the prior written consent of the Factor the Company shall not

(a) except as provided in clause 4 or on the written directions of the Factor sell, part with possession of, create any encumbrance over or otherwise dispose of any of the Property nor, except as expressly provided for in this debenture release, exchange, compound, set off, grant time or indulgence in respect of any of the Property,

(b) enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with the Factor

5 2 All the provisions of the Agreement relating to the Specified Book Debts contained in the Agreement shall apply to all Specified Book Debts as if such provisions were set out in this debenture in full and as if the ownership of all such Specified Book Debts were vested in the Factor in accordance with the Agreement. All the provisions of the Agreement relating to the rights to or ownership of goods included in the Related Rights shall apply to any goods included in the Property

5 3 In addition to and without prejudice to the provisions of clause 5 2 until the charges contained in this debenture are fully discharged

(a) the Factor shall at all times have the sole right to collect any of the Other Debts and the Company shall assist the Factor in any way that it may require for that purpose and, if called upon to do so at any time by the Factor, at the Company's expense (including any applicable stamp duty) in such form as the Factor may prescribe the Company shall

i) complete and execute a formal written assignment of any or all of the Other Debts and give written notice of such assignment to every person by whom any such Other Debt shall be owing, and

ii) (whether or not such written assignment shall have been executed) give irrevocable instructions to such persons to make payment of all Other Debts

(then owing or to become owing by such persons thereafter) direct to the Factor, and

(b) the Factor may at any time apply any part of the Factor's Account in the discharge of any part or the whole of the Obligations.

5 4 Without prejudice the Factor's rights under clause 5 3 the Company shall for the benefit of the Factor

(a) collect in the Other Debts (except any Other Debts assigned to the Factor under clause 5 3) in the ordinary course of business (which expressions shall not include factoring or discounting or selling or otherwise disposing of the Other Debts in any other way),

(b) promptly pay into such bank account as the Factor shall at any time specify in writing any moneys which the Company may receive in respect of the Other Debts and pending such payment hold such moneys in trust for the Factor

5 5 The Company hereby undertakes in addition to and without prejudice to any other undertaking given elsewhere in this debenture.

(a) at any time if so required by the Factor (at the Company's expense including any applicable stamp duty) to execute such documents and do such other things as may be requisite to perfect to the Factor title to any of the Property (other than the Specified Book Debts or Other Debts) or to enable the Factor to exercise any of its rights under this debenture including the execution of a legal mortgage of any of the freehold or leasehold land and buildings included in the Fixed Assets,

(b) at all times during the continuance of this debenture to keep all such items included in the Property as are tangible in a good state of repair and proper working order,

(c) to keep all items included in the Property fully insured to their replacement value with an insurer approved by the Factor against all risks for which insurance cover is usual in a business of the nature of that carried on by the Company and promptly to pay all premiums and other sums payable for this purpose and if so required to produce the receipts for such payments to the Factor; and

(d) to hold on trust for the Factor all the rights of the Company and any sums received under any such policy of insurance and to keep such sums received separate from the Company's own monies and to pay them to the Factor on demand

5 6 In the event that the Company shall fail to pay any insurance premium or other sum for which provision is made in clause 5.5(c) the Factor may pay such premium or sum and recover it from the Company

5 7 At any time when the statutory power of sale or the right to appoint a Receiver is exercisable under the provisions of this debenture, whether or not such powers or right shall have been exercised, the benefits of all insurances relating to the Property shall vest in the Factor

5 8 Until the charges contained in this debenture are fully discharged the Company shall not without the prior written consent of the Factor exercise any statutory or other power of granting or of agreeing to accept surrenders of leases or tenancies of any or any part of any freehold or leasehold land and buildings charged by clause 3 1.

6. OTHER ENCUMBRANCES

The Company hereby warrants that except as stated in section 4 of the Schedule or as hitherto disclosed to the Factor in writing it is the beneficial owner of all items included in the Property and that all such items are free from any Encumbrance and that the Company is able to give a full title guarantee in respect of all of them The Company shall not without the prior written consent

of the Factor create or permit to subsist any Encumbrance which affects or may affect the Property or any part of it.

7. **POWER OF ATTORNEY**

The Company hereby irrevocably appoints the Factor and the Directors and the Company Secretary for the time being of the Factor and any Receiver appointed by virtue of an appointment pursuant to clause 9 jointly and each of them severally to be the attorney of the Company to execute in the name of the Company such deeds and documents and to do such other things as may be requisite to perfect to the Factor title to any of the Property or to enable the Factor to exercise any of its rights under this debenture including its rights to enforce payment of and collect any of the Other Debts or Specified Book Debts and to realise any other of the Property and for the purpose of receiving all monies payable under any policy of insurance referred to in clause 5 and for compromising or compounding any claim under it

8. **ENFORCEMENT**

8 1 Sections 93 and 103 of the Law of Property Act 1925 and the restriction in section 109(1) of that act shall not apply to this debenture and upon the occurrence of any Event of Default or at any time after it (except during a moratorium in relation to the Company as provided for in paragraphs 43 or 44 of Schedule B1) the Factor shall be entitled on demand to payment in full of all or any part of the monetary liabilities included in the Obligations and, without prejudice to the Factor's rights under the Agreement and any other of its rights under this debenture (whether or not the Factor shall have exercised any of those rights) the Factor may exercise any of the following rights

(a) to exercise any of the Factor's powers of possession and sale of any of the Fixed Charge Property,

(b) to appoint any person to be a Receiver over any of the Fixed Charge Property,

(c) by notice to the Company to crystallise the floating charge created by clause 3 2 in respect of all the Floating Assets or any item included in them and thereby to terminate the Company's right to deal with such assets or item in the ordinary course of business in accordance with the provisions of clause 4.

8.2 The Events of Default are as follows

(a) any breach of any of the Company's obligations and undertakings under this debenture,

(b) the failure of the Company to pay any monetary liability included in the Obligations when it is due to be paid,

(c) the calling by the Company of any meeting of its creditors,

(d) the Company becoming unable to pay its debts within the meaning of Section 123 of the Act,

(e) the levying or threat of execution or distress on any of the Property,

(f) the appointment of a Receiver of any part of the Company's income or assets,

(g) the serving or threat of a garnishee order nisi on any debtor of the Company in relation to any judgement debt owing by the Company,

(h) the presentation of a petition for the winding up of the Company,

(i) in relation to the Company an administration application under paragraph 12 of Schedule B1 or the appointment of an administrator under paragraph 14 or paragraph 22 of Schedule B1,

(j) a proposal for a voluntary arrangement between the Company and its creditors whether pursuant to the Act or otherwise,

(k) the cessation of the Company's business or a threat by the Company of such cessation,

i) a resolution of the members of the Company for its winding up,

iii) any event which in the opinion of the Factor jeopardises any part of the security afforded by this debenture,

iii) any event (other than any event mentioned in this clause) which gives the Factor the right to give notice for immediate termination of the Agreement in accordance with the terms thereof whether or not the Factor shall have exercised any such right

8 3 Without prejudice to the rights of the Factor contained in clause 8.1 the floating charge created by clause 3 2 shall crystallise automatically, without the requirement for any notice or other act by the Factor, in respect of any item charged by such charge upon which distress or execution is levied or threatened

8 4 In the event that the floating charge created by clause 3 2 shall have crystallised as to part only of the Floating Assets the Company shall be at liberty to deal with the remainder of the Floating Assets in accordance with the provisions of clause 4 without prejudice to the rights of the Factor pursuant to clause 8 1 in relation to such remainder of the Floating Assets

8.5 Upon the appointment of an Administrator to the Company by any means every Receiver appointed under this debenture shall vacate office

9. **APPOINTMENT, POWERS AND AGENCY OF RECEIVERS AND INDEMNITY**

9 1 The power of appointing a Receiver under this debenture may be exercised in writing under the hand of any Director or the Company Secretary for the time being of the Factor or of any person authorised in writing by any of them The Factor may in like manner remove any such Receiver so appointed and (in the case of the removal or the vacation of office or the death of any such Receiver) appoint another person or persons in the place of such Receiver

9.2 Every receiver so appointed shall have the power

(a) to take possession of, to enforce payment of and to collect or to realise any of the Charged Property in respect of which he shall have been appointed or any part thereof in such manner and upon such terms as he shall in his absolute discretion decide,

(b) to make any arrangement or compromise as he may consider requisite on behalf of the Company with any other person in respect of any such Charged Property,

(c) without any of the restrictions imposed by the Law of Property Act 1925 to sell and assign any of such Charged Property on such terms and to such persons as he may consider expedient,

(d) to exercise all the powers provided for in the Law of Property Act 1925 as if the Receiver had been duly appointed under such Act,

(e) to appoint solicitors managers and agents for any of the above purposes on such terms and for such periods as the Receiver shall think fit,

(f) for any of the purposes hereby authorised to borrow from any bank or other person on the security of any of such Charged Property on such terms as the Receiver shall consider expedient including (if the Factor shall so consent) terms by which such security shall rank in priority to this charge,

(g) to carry out and enforce performance of any contract (or any part of it) giving rise to any Specified Book Debt or any Other Debt,

(h) to give effective receipts for all monies and other assets which may come into the Receiver's hands in the exercise of any power hereby conferred upon him which receipts shall exonerate any person paying or handing over such monies or assets from all liability to see to the application thereof or to enquire as to the propriety or regularity of the Receiver's appointment,

(i) to do all such other acts or things which the Receiver may consider to be incidental or conducive to any other purposes authorised hereby and which he may lawfully do as agent for the Company

9 3 If two or more individuals shall hold office as Receiver of the same item included in the Property by virtue of an appointment in accordance with clause 9 1 such individuals shall have the right to exercise all or any of their powers severally as well as jointly.

9 4 Every Receiver appointed in accordance with clause 9 1 shall at all times be the agent of the Company and the Company shall alone be responsible for all acts defaults and omissions of such Receiver and for the payment of all his remuneration, costs and expenses The Factor shall be under no liability to any such Receiver for his remuneration, costs, expenses or in any other way whatsoever

9.5 Neither the Factor nor any Receiver appointed under this debenture shall be liable to account as mortgagee in possession in respect of all or any of the Property nor shall any of them be liable for loss on realisation or for any neglect or default of any nature in connection with the Property for which a mortgagee in possession may be liable as such

9 6 The Company hereby undertakes to indemnify and hold harmless any Receiver appointed under this debenture against all actions, claims, expenses, costs and liabilities which may at any time and in any way may be incurred by him or by any person, for whose debt or default he may be answerable, in respect of anything done in the exercise or purported exercise of his powers in connection with this debenture

10. APPLICATION OF PROCEEDS BY RECEIVER

All monies received by any Receiver appointed under this debenture shall be applied (subject to the claims of any creditor having priority to this debenture) for the following purposes in the following order

10 1. in payment of all costs charges and expenses of and in relation to his appointment and the exercise of his powers and of any other expenses properly discharged by him

10 2 in payment of his remuneration as agreed between him and the person who appointed him,

10.3 in payment of any costs relating to the realisation of any property,

10 4 in or on account of the discharge of the Obligations including any interest for which provision is made in this debenture, and

10 5 in payment of any surplus to the Company

11. APPOINTMENT, POWERS AND DUTIES OF AN ADMINISTRATOR

11 1 Upon or at any time after the occurrence of any Event of Default (in addition to and without prejudice to the provisions of clauses 8 and 9) the Factor may, in accordance with the provisions of paragraphs 12 to 16 inclusive of Schedule B1, appoint any person who is qualified to act as an insolvency practitioner in relation to the Company as Administrator of the Company

11 2 Every Administrator appointed under clause 11.1 shall have the status and all the powers and duties of an administrator for which provision is made in Schedule B1 The Factor shall be under no liability to any such Administrator for his remuneration, costs, expenses or in any other way whatsoever

11 3 The functions of every Administrator appointed under clause 11 1, including the distribution of all monies received by him, shall be as provided in paragraphs 59 to 73 inclusive of Schedule B1

11 4 The power of appointing an Administrator under this debenture may be exercised in writing under the hand of any Director or the Company Secretary for the time being of the Factor or of any person authorised in writing by any of them In the case of the vacation of office or the death of any such Administrator the Factor may in like manner appoint another person so qualified in the place of such Administrator

12. COSTS, EXPENSES AND INTEREST AND DETERMINATION OF COMPANY'S LIABILITY

12 1 All expenses charges and costs of any nature whatsoever incurred by the Factor in connection with the preparation or enforcement of this debenture or in the exercise of any powers or right conferred on the Factor hereby shall be payable by the Company on a full indemnity basis and any amount so payable shall be included in the Obligations

12 2 If the Company shall fail to pay any monetary liability included in the Obligations when demanded the Company shall pay interest thereon calculated at a rate equivalent to the Discount Charge (as defined in the Agreement) in force at the relevant. Such interest shall be payable and compounded monthly and shall accrue daily, after as well as before any judgement, from the date when such liability is due until payment in full

12 3 A written certificate from the Factor's company secretary or auditor of the amount of the monetary liabilities included in the Obligations at any time shall be conclusive evidence (save for manifest error) in any proceedings against the Company

13. RECORDS AND DOCUMENTS AND ACCESS TO PREMISES

13 1 The Company shall keep proper books and records of account and shall make true and complete entries in them of all transactions relating to any of the Company's business and the Property

13 2 Any duly authorised official of the Factor and any Receiver appointed by the Factor and any person authorised by such Receiver shall have the right at any time (except during a moratorium in relation to the Company as provided for in paragraphs 43 or 44 of Schedule B1) to enter upon any premises at which the Company carries on business and upon any other premises in which any part or all of the Property is situated or for the time being kept or stored for any of the following purposes

(a) gaining access to or inspecting or, following any Event of Default, taking possession of any of the Company's accounts books ledgers computer data and other records and documents included in the Fixed Charge Property,

(b) taking copies of any of such accounts books ledgers data records and documents at the Company's expense,

(c) inspecting and/or, after any Event of Default, taking possession of any of the Fixed Charge Property,

provided that the exercise of such right before an Event of Default shall be subject to entry being made during the Company's normal business hours and on reasonable notice

13 3 The Company shall supply to the Factor, at the Company's expense, any information relating to the Company's business as the Factor may require

14. THE FACTOR'S ADDITIONAL RIGHTS

14 1 The grant by the Factor to the Company or to any other person, including any person for whose liability the Company is surety, of any time or indulgence or the making by the Factor with the Company or any such person of any arrangement composition or agreement not to sue shall not discharge or in any way affect any of the Factor's rights under this debenture

14 2 The Factor may abstain from perfecting or enforcing any securities, guarantees or other rights which it may now or at any time have from or against the Company or any other person and may substitute, release, alter or deal with the same in any way without affecting its rights under this debenture

14 3 If the Factor receives or is deemed to have received notice of an Encumbrance which affects any of the Property and which is created subsequent to the date of this debenture then the Factor may open a new account with the Company If the Factor does not at the time of such notice or deemed notice open a new account then the Factor will be treated as having opened a new account at that time Any payments received by the Factor from the Company subsequent to the time of that notice or deemed notice will be credited or treated as having been credited to a new account. Consequently no such payment will operate to reduce any of the Obligations secured by this debenture until such time as the Factor is satisfied as to the priority of this debenture over such subsequent Encumbrance

14.4 Any discharge given by the Factor to the Company in respect of this debenture or of any of the Obligations shall be deemed to be void and of no effect if any security taken from or payment made by the Company or any other person, which had been taken into account by the Factor in giving that discharge, is subsequently avoided or reduced by or in pursuance of any provision of law or of any determination of a court or tribunal of competent authority The paper on which this debenture is written shall remain the property of the Factor notwithstanding any such discharge

15 COMBINATION OF ACCOUNTS

15 The Factor may at any time without notice or other formality combine any two or more accounts held by it in the name of the Company

16. NOTICES

16 Any notice or demand required or permitted to be served or made by the Factor shall be validly served or made if handed to any officer of the Company or if sent by first class post or delivered to the registered office of the Company or to its address stated in section 1 of the Schedule or its address last known to the Factor or to any address at which the Company carries on business or if transmitted by facsimile or e-mail to the facsimile number or e-mail address (as the case may be) of the Company as made known by the Company to the Factor at any time Notices and demands served personally shall take effect upon such service and notices and demands sent by post shall be conclusively deemed to have been received within seventy-two hours of the time of posting and notices and demands transmitted by facsimile or e-mail shall be effective upon transmission

17. INTERPRETATION AND GENERAL PROVISIONS

17 1 The security created by this debenture shall be additional to and not in substitution for any other security created or which may hereafter be created in respect of the Obligations and it shall be a continuing security and it shall not be considered to be satisfied in whole or in part by any intermediate payment by the Company

17 2 This deed shall be construed and take effect according to English law and the Company hereby submits to the non-exclusive jurisdiction of the English Courts If any provision of this debenture shall be held to be invalid or unenforceable no other provision of it shall be affected and all such other provisions shall remain in full force and effect

17 3 If any of the provisions of this debenture conflict with any provisions of the Agreement the provisions of the Agreement will prevail

17 4 Where this deed is handed undated to the Factor, it is done so on the basis that it shall not be treated as being created until dated by the Factor The Company hereby authorises the Factor as agent for the Company to date this Deed at any time after it is handed over Upon such dating this deed shall be deemed to be delivered

17 5 First Capital Factors may assign or transfer all or any part of its rights under this debenture The Company shall, immediately upon being requested to do so by First Capital Factors, enter into such documents as may be necessary or desirable to effect such assignment or transfer

THE SCHEDULE

1 **The Company**

HD Serv Limited t/a HDS (a company registered in England and Wales with the number 08863437) of Lymore Villa, 162A London Road, Chesterton, Newcastle, ST5 7JB

2 **The Agreement**

The factoring agreement made by the Company's acceptance on 31st March 2014 of the Factor's letter of offer dated 19th March 2014 and any agreement made in variation of, supplemental to or in replacement of such factoring agreement

3. **Land and Buildings**

4 **Encumbrances Affecting the Property**

IN WITNESS WHEREOF these presents have been duly executed as a Deed by the Company and have been signed on behalf of the Factor by an official duly authorised so to do on the day and year stated above

SIGNED AS A DEED BY
HD SERV LIMITED T/A HDS
acting by Mark Ahuja
a director, in the presence of

(Signature of Director)
Director

(Signature of Witness)
Witness

Simon Madin
14 Silver Close
Wharf Park
Biddulph ST8-6JR
Witness Name and Address

THE FACTOR

Signed for and on behalf of **FIRST CAPITAL FACTORS LIMITED**)
by
[full name] JULIAN NEWTON-TYERS
[position] DIRECTOR

(Signature)