

MR01

Particulars of a charge



Companies House

703186/23



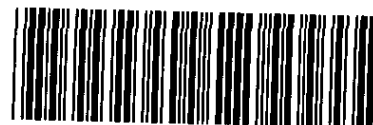
Go online to file this information
www.gov.uk/companieshouse

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

☒ **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.

For further information, please



A09 *AB1VG3EA* 13/04/2022 #95
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge 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. **Do not send the original.**

1 Company details

Company number 1 3 9 3 8 2 9 1

Company name in full TRADE 31 LTD



For official use

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 2 d 3 m 0 m 3 y 2 y 0 y 2 y 2

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 STUART JAMES PARKIN

Name SHELLY PARKIN

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.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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

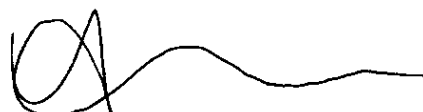
Signature

Please sign the form here.

Signature

Signature

X



X

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

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **ANDREA MURRAY**

Company name **ANTHONY PHILIP JAMES & CO LTD**

Address **BUILDING 7600 DARESBURY**

BUSINESS PARK

Post town **DARESBURY**

County/Region **WARRINGTON**

Postcode **W A 4 4 B S**

Country **ENGLAND**

DX

Telephone **07949065953**

**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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13938291

Charge code: 1393 8291 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2022 and created by TRADE 31 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th April 2022.

②

Given at Companies House, Cardiff on 19th April 2022



Companies House



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



APJ
ANTHONY PHILIP
JAMES & CO LTD



APJ
SOLICITORS

I certify that this document is a true copy of the original

Signed by

Date 12.04.2022

DEBENTURE

Andrew Murray
Andrew Murray (Solicitor)

Company: Trade 31 Ltd (company number 13938291), the registered office of which is at 13 Palmyra Square South, Cultural Quarter, Warrington, WA1 1BL

Lender: Stuart James Parkin and Shelly Parkin of Parkin Manor, Park Lane, Higher Walton, Warrington WA4 5LH

Date: 23 March 2022

Recital

- (A) This debenture provides security which the Company has agreed to give the Lender in consideration of the entry by the Lender into the Sales of Goods Agreement and Lease Agreement, both dated 23 March 2022 (**the Agreements**) under which the Lender will make available to the Company the sum of £48,000.00 in respect of the Sales of Goods Agreement and premises pursuant to the Lease for an annual rent payable by the Company to the Lender at an initial sum of £40,000 exclusive of VAT, for the purposes of the Company's ongoing trade.

Operative Provisions:

1. Secured Obligations

The Company will pay to the Lender on demand all the Secured Obligations. **The Secured Obligations are all present and future monies, obligations and liabilities owed by the Company to the Lender arising under or in relation to The Agreements or this debenture**, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever together with all interest accruing in respect of such monies or liabilities and include any expenses the Lender or a receiver appointed by the Lender incur (on a full indemnity basis and with interest from the date of payment) in connection with the assets charged by Clause 2 (**the Assets**) (or any part of them) and/or in taking, perfecting, protecting, enforcing or exercising any power under this debenture.

2. Charge

The Company, as a continuing security for the payment on demand of the Secured Obligations and with full title guarantee, gives to the Lender:

- 2.1 a fixed charge over the following property of the Company, owned now or in the future:
- 2.1.1 all Land vested in or charged to the Company, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to Land are to any interest in heritable, freehold or leasehold land;
- 2.1.2 all plant and machinery owned by the Company from time to time, including in each case any associated warranties and maintenance contracts;
- 2.1.3 all the goodwill of the Company's business;

- 2.1.4 any monies owed to the Company from time to time;
- 2.1.5 all monies from time to time standing to the credit of the Company's accounts with any bank, financial institution or other person together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- 2.1.6 all its rights in respect of each of the Company's insurance policies, including all claims, the proceeds of all claims and all returns of premium in connection with each such policy
- 2.1.7 all the Company's rights in respect of all agreements, instruments and rights relating to the Assets
- 2.1.8 any uncalled capital;
- 2.1.9 all stock, shares and other securities held by the Company at any time and all income and rights relating to those stocks, shares and securities;
- 2.1.10 all the Company's intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights; and
- 2.1.11 the benefit of any hedging arrangements, futures transactions or treasury instruments.
- 2.2 a floating charge over all the other property, assets and rights of the Company owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Lender.

3. Restrictions

The Company will not, without the Lender's consent:

- 3.1 permit or create any mortgage, standard security, charge or lien on the Assets.
- 3.2 dispose of the Assets charged by Clause 2.1.
- 3.3 dispose of the Assets charged by Clause 2.2, other than in the ordinary course of business.
- 3.4 call on, or accept payment of, any uncalled capital.
- 3.5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Company will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 3.6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 3.7 dispose of, part with or share possession or occupation of any of its Land.

4. Assets Undertakings

The Company will:

- 4.1 permit the Lender at any time to inspect the Assets.

- 4.2 keep all Assets of an insurable nature comprehensively insured to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Company's expense.
- 4.3 hold on trust for the Lender all proceeds of any insurance of the Assets. At the Lender's option, the Company will apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Obligations.
- 4.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Assets.
- 4.5 keep the Assets in good condition.
- 4.6 not, without the Lender's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.
- 4.7 pay all the money the Company receives in respect of book and other debts into an account specified by the Lender.

5. Conversion of Floating Charge to Fixed Charge

- 5.1 The Lender may by notice convert the floating charge on any of the Assets into a fixed charge. Following this notice, the Company will not dispose of the affected Assets without the Lender's consent.
- 5.2 The floating charge will become a fixed charge if an administrator of the Company is appointed.

6. Provision of Financial Information

The Company (at its own cost) will provide to the Lender such financial information about the Company (including its future prospects) as the Lender may reasonably request from time to time and consents to the Lender discussing any matters relating to its financial status with its accountants, bankers or other funders or creditors of the Company as the Lender sees fit from time to time.

7. Possession and Exercise of Powers

- 7.1 The Lender does not have an immediate right to possession of the Assets or their income (and will not be considered to be taking possession if he enters to inspect or repair the Assets). The Company will continue in possession until the Lender takes possession.
- 7.2 The Lender may take possession and enforce this deed without further delay if:
 - 7.2.1 the Lender demands payment of any of the Secured Obligations.
 - 7.2.2 the Company asks the Lender, or the Lender receives notice of intention, to appoint an administrator or an administration application is made.
 - 7.2.3 a meeting is called or a petition is presented for liquidation of the Company.
 - 7.2.4 any security is enforced in respect of any assets of the Company.

7.3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.

7.4 The Lender will not be liable to account to the Company for any money not actually received by the Lender.

8. Appointment of Receiver or Administrator

The Lender may appoint or remove a receiver or receivers of the Assets, or appoint an administrator of the Company. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Company's agent and the Company (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

9. Powers of the Lender and Receivers

9.1 The Lender or any receiver appointed by the Lender may:

9.1.1 carry on the Company's business.

9.1.2 enter, take possession of, and/or generally manage the Assets.

9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.

9.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Assets include land or property that is purchased by the Lender or a receiver under this power.

9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Assets without restriction, including disposing of any fixtures separately from the Land.

9.1.6 complete any transactions by executing any deeds or documents in the name of the Company.

9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.

9.1.8 insure the Assets and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.

9.1.9 call up any uncalled capital with all the powers conferred by the Company's articles of association.

9.1.10 employ advisers, consultants, managers, agents, workmen and others.

9.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.

9.1.12 do any acts which the Lender or a receiver consider to be incidental or beneficial to the exercise of their powers.

9.2 A receiver may borrow and secure the repayment of any money, in priority to the Secured Obligations.

9.3 Joint receivers may exercise their powers jointly or separately.

- 9.4 A receiver will first apply any money received from the Assets towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9.5 The Lender may exercise any of his powers even if a receiver has been appointed.
- 9.6 The Lender may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, those Assets. Otherwise the Lender will only exercise those rights as instructed by the Company.
- 9.7 The Lender may set off any amount due from the Company against any amount owed by the Lender to the Company. The Lender may exercise this right, without prior notice, both before and after demand.

10. Application of Payments

- 10.1 The Lender may apply any payments received for the Company to reduce any of the Secured Obligations, as the Lender decides.

11. Preservation of Other Security and Rights and Further Assurance

- 11.1 This deed is in addition to any other security or guarantee for the Secured Obligations held by the Lender now or in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.
- 11.2 On request, the Company will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Company irrevocably appoints the Lender, and separately any receiver, to be the Company's attorney (with full power of substitution and delegation), in the Company's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

13. Consents, Notices and Demands

- 13.1 All consents, notices and demands must be in writing.
- 13.2 The Lender may deliver a notice or demand to the Company at its registered office or at the contact details last known to the Lender.
- 13.3 A notice or demand signed by the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by email, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.
- 13.4 A notice from the Company to the Lender will be effective on receipt by the Lender.

14. Transfers

The Lender may allow any person to take over any of his rights and duties under this deed. The Company authorises the Lender to give that person or its agent any financial or other information about the Company. References to the Lender include his personal representatives.

15. Law

15.1 English law applies to this deed and the English courts have exclusive jurisdiction.

Executed and Delivered as a deed by
Stuart James Parkin
In the presence of

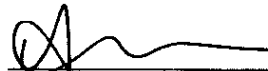
Stuart Parkin,

Date: 7 MARCH 2022

Witness' signature

Witness' name

Witness Address



ANDREA MURRAY - SOLICITOR APJ SOLICITORS
7600 DARESBUARY BUSINESS PARK, DARESBUARY
WARRINGTON, WA4 4BS.

Executed and Delivered as a deed by
Shelly Parkin
In the presence of


Shelly Parkin

Date: 7 MARCH 2022

Witness' signature

Witness' name

Witness Address



ANDREA MURRAY - SOLICITOR APJ SOLICITORS
7600 DARESBUARY BUSINESS PARK,
WARRINGTON, WA4 4BS.

Executed and Delivered as a deed by
Andrew Stephen Bellis, a director acting
on behalf of Trade 31 LTD
In the presence of

Andrew Stephen Bellis, Director

Date:

Witness' signature

Witness' name

Witness Address

Executed and Delivered as a deed by
James Burrows, a director acting
on behalf of Trade 31 LTD
In the presence of

James Burrows, Director

Date:

Witness' signature

Witness' name

Witness Address

Executed and Delivered as a deed by
Michael Wilkinson, a director acting
on behalf of Trade 31 LTD
In the presence of

Michael Wilkinson, Director

Date:

Witness' signature

Witness' name

Witness Address



I certify that this document is a true copy of the original

DEBENTURE

Signed by

Date

12.04.2022

Andrea Murray
(Solicitor)

Company: Trade 31 Ltd (company number 13938291),
the registered office of which is at 13 Palmyra Square
South, Cultural Quarter, Warrington, WA1 1BL

Lender: Stuart James Parkin and Shelly Parkin of Parkin
Manor, Park Lane, Higher Walton, Warrington WA4
5LH

Date: 23 March 2022

Recital

(A) This debenture provides security which the Company has agreed to give the Lender in consideration of the entry by the Lender into the Sales of Goods Agreement and Lease Agreement, both dated 23 March 2022 (**the Agreements**) under which the Lender will make available to the Company the sum of £48,000.00 in respect of the Sales of Goods Agreement and premises pursuant to the Lease for an annual rent payable by the Company to the Lender at an initial sum of £40,000 exclusive of VAT, for the purposes of the Company's ongoing trade.

Operative Provisions:

1. Secured Obligations

The Company will pay to the Lender on demand all the Secured Obligations. **The Secured Obligations are all present and future monies, obligations and liabilities owed by the Company to the Lender arising under or in relation to The Agreements or this debenture**, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever together with all interest accruing in respect of such monies or liabilities and include any expenses the Lender or a receiver appointed by the Lender incur (on a full indemnity basis and with interest from the date of payment) in connection with the assets charged by Clause 2 (**the Assets**) (or any part of them) and/or in taking, perfecting, protecting, enforcing or exercising any power under this debenture.

2. Charge

The Company, as a continuing security for the payment on demand of the Secured Obligations and with full title guarantee, gives to the Lender:

2.1 a fixed charge over the following property of the Company, owned now or in the future:

2.1.1 all Land vested in or charged to the Company, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to Land are to any interest in heritable, freehold or leasehold land;

2.1.2 all plant and machinery owned by the Company from time to time, including in each case any associated warranties and maintenance contracts;

2.1.3 all the goodwill of the Company's business;

2.1.4 any monies owed to the Company from time to time;

2.1.5 all monies from time to time standing to the credit of the Company's accounts with any bank, financial institution or other person together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);

2.1.6 all its rights in respect of each of the Company's insurance policies, including all claims, the proceeds of all claims and all returns of premium in connection with each such policy

2.1.7 all the Company's rights in respect of all agreements, instruments and rights relating to the Assets

2.1.8 any uncalled capital;

2.1.9 all stock, shares and other securities held by the Company at any time and all income and rights relating to those stocks, shares and securities;

- 2.1.10 all the Company's intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights; and
- 2.1.11 the benefit of any hedging arrangements, futures transactions or treasury instruments.
- 2.2 a floating charge over all the other property, assets and rights of the Company owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Lender.

3. Restrictions

The Company will not, without the Lender's consent:

- 3.1 permit or create any mortgage, standard security, charge or lien on the Assets.
- 3.2 dispose of the Assets charged by Clause 2.1.
- 3.3 dispose of the Assets charged by Clause 2.2, other than in the ordinary course of business.
- 3.4 call on, or accept payment of, any uncalled capital.
- 3.5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Company will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 3.6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 3.7 dispose of, part with or share possession or occupation of any of its Land.

4. Assets Undertakings

The Company will:

- 4.1 permit the Lender at any time to inspect the Assets.
- 4.2 keep all Assets of an insurable nature

comprehensively insured to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Company's expense.

4.3 hold on trust for the Lender all proceeds of any insurance of the Assets. At the Lender's option, the Company will apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Obligations.

4.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Assets.

4.5 keep the Assets in good condition.

4.6 not, without the Lender's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.

4.7 pay all the money the Company receives in respect of book and other debts into an account specified by the Lender.

5. Conversion of Floating Charge to Fixed Charge

5.1 The Lender may by notice convert the floating charge on any of the Assets into a fixed charge. Following this notice, the Company will not dispose of the affected Assets without the Lender's consent.

5.2 The floating charge will become a fixed charge if an administrator of the Company is appointed.

6. Provision of Financial Information

The Company (at its own cost) will provide to the Lender such financial information about the Company (including its future prospects) as the Lender may reasonably request from time to time and consents to the Lender discussing any matters relating to its financial status with its accountants, bankers or other funders or creditors of the Company as the Lender sees fit from time to time.

7. Possession and Exercise of Powers

7.1 The Lender does not have an immediate right to possession of the Assets or their income (and will not be considered to be taking possession if he enters to inspect or repair the Assets). The Company will continue in possession until the Lender takes possession.

7.2 The Lender may take possession and enforce this deed without further delay if:

7.2.1 the Lender demands payment of any of the Secured Obligations.

7.2.2 the Company asks the Lender, or the Lender receives notice of intention, to appoint an administrator or an administration application is made.

7.2.3 a meeting is called or a petition is presented for liquidation of the Company.

7.2.4 any security is enforced in respect of any assets of the Company.

7.3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.

7.4 The Lender will not be liable to account to the Company for any money not actually received by the Lender.

8. Appointment of Receiver or Administrator

The Lender may appoint or remove a receiver or receivers of the Assets, or appoint an administrator of the Company. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Company's agent and the Company (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

9. Powers of the Lender and Receivers

9.1 The Lender or any receiver appointed by the Lender may:

9.1.1 carry on the Company's business.

9.1.2 enter, take possession of, and/or generally manage the Assets.

9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.

9.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Assets include land or property that is purchased by the Lender or a receiver under this power.

9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Assets without restriction, including disposing of any fixtures separately from the Land.

9.1.6 complete any transactions by executing any deeds or documents in the name of the Company.

9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.

9.1.8 insure the Assets and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.

9.1.9 call up any uncalled capital with all the powers conferred by the Company's articles of association.

9.1.10 employ advisers, consultants, managers, agents, workmen and others.

9.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.

9.1.12 do any acts which the Lender or a receiver consider to be incidental or beneficial to the exercise of

their powers.

- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Secured Obligations.
- 9.3 Joint receivers may exercise their powers jointly or separately.
- 9.4 A receiver will first apply any money received from the Assets towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9.5 The Lender may exercise any of his powers even if a receiver has been appointed.
- 9.6 The Lender may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, those Assets. Otherwise the Lender will only exercise those rights as instructed by the Company.
- 9.7 The Lender may set off any amount due from the Company against any amount owed by the Lender to the Company. The Lender may exercise this right, without prior notice, both before and after demand.

10. Application of Payments

- 10.1 The Lender may apply any payments received for the Company to reduce any of the Secured Obligations, as the Lender decides.

11. Preservation of Other Security and Rights and Further Assurance

- 11.1 This deed is in addition to any other security or guarantee for the Secured Obligations held by the Lender now or in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.
- 11.2 On request, the Company will execute any deed or

document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Company irrevocably appoints the Lender, and separately any receiver, to be the Company's attorney (with full power of substitution and delegation), in the Company's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

13. Consents, Notices and Demands

13.1 All consents, notices and demands must be in writing.

13.2 The Lender may deliver a notice or demand to the Company at its registered office or at the contact details last known to the Lender.

13.3 A notice or demand signed by the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by email, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

13.4 A notice from the Company to the Lender will be effective on receipt by the Lender.

14. Transfers

The Lender may allow any person to take over any of his rights and duties under this deed. The Company authorises the Lender to give that person or its agent any financial or other information about the Company. References to the Lender include his personal representatives.

15. Law

15.1 English law applies to this deed and the English courts have exclusive jurisdiction.

**Executed and Delivered as a deed by
Stuart James Parkin**

Stuart Parkin,

In the presence of

Date:

Witness' signature

Witness' name

Witness Address

**Executed and Delivered as a deed by
Shelly Parkin**

Shelly Parkin

In the presence of

Date:

Witness' signature

Witness' name

Witness Address

**Executed and Delivered as a deed by
Stephen Bellis, Director**

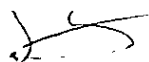
Andrew

**Andrew Stephen Bellis, a director acting
on behalf of Trade 31 LTD**

In the presence of

Date: 23.05.22

Witness' signature



Witness' name

James GARNER (accountant)

Witness Address

Lakeside 600

Lakeside drive

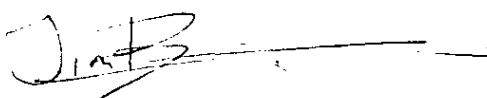
Widnes, Cheshire

Executed and Delivered as a deed by James Burrows, Director

James Burrows, a director acting on behalf of Trade 31 LTD

In the presence of

Date:


23-03-2022

Witness' signature



Witness' name

Clare Wolfson

Witness Address


66 Portland Road WASSBORO

Executed and Delivered as a deed by Michael Wilkinson, Director

Michael Wilkinson, a director acting on behalf of Trade 31 LTD

In the presence of

Date:


23-03-2022

Witness' signature



Witness' name

Clare Wolfson

Witness Address

66 Portland Road WASSBORO