

# MR01

## Particulars of a charge



Companies House

017594 23.



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be 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 no  
instrument. Use form MR08

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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



You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record. **Do not send the original**



\*A6L57NT7\*

A17

12/12/2017

#50

COMPANIES HOUSE

TUESDAY

### 1 Company details

Company number 0 0 4 1 1 1 7 6 ✓

Company name in full Stephens and George Limited ✓

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 0 d 4 m 1 m 2 y 2 y 0 y 1 y 7 ✓

### 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 Stephens & George Retirement Benefit Scheme ✓

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.

MR01

## Particulars of a charge

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## 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.

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## 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**

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## 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**

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## 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**

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Trustee statement <sup>①</sup>

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.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

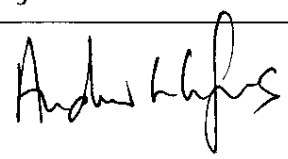
9

## 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 **Darren Debattista**

Company name **c/o Stephens and George Limited**

Address **Goat Mill Road**

**Dowlais**

Post town **Merthyr Tydfil**

County/Region

Postcode **C F 4 8 3 T D**

Country

DX

Telephone **01685 388888**



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



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

Company number: 411176

Charge code: 0041 1176 0066

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2017 and created by STEPHENS AND GEORGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2017.

Given at Companies House, Cardiff on 19th December 2017



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# **Stephens & George Limited Retirement Benefit Scheme**

Reference number

**SANDGSEPT2017**

AGREEMENT DATE:

**4.12.2017**

## **CHATTEL MORTGAGE SCHEDULE BORROWER DETAILS**

Borrower(s) Name **Stephens and George Limited**Address/Registered Office **Goat Mill Road, Dowlais, Merthyr Tydfil, Mid Glamorgan**Post code **CF48 3TD**Tel. no. **01685 388888**

Fax. no. \_\_\_\_\_

E-Mail address

**darren.debattista@stephensandgeo  
rge.co.uk**Co. reg. no. **00411176**Occupation/Nature of business **Printers**Est. **104** years \_\_\_\_ mthsChattel location (if different) **As above**

Name of insurers \_\_\_\_\_

Address of insurers \_\_\_\_\_

Post code \_\_\_\_\_

Name of bankers \_\_\_\_\_

Address of bankers \_\_\_\_\_

Post code \_\_\_\_\_

Bank sort code

Bank account number

## THE CHATTELS

Ref	Make	Model	New / Used	Serial number	Date first reg. or manufactured	Description
1	VW	Crafter Van	N	CN67 CKN		Van
2	VW	Crafter Van	N	CE17 ZXS		Van
3	Audi	A1 Sportback	N	W7 SGC		Car
4	VW	Polo	N	E7 SGC		Car
5	Audi	Q3 Sport	N	E3 SGC		Car
6						
7						
8						
9						
10						

LAFG5368/14/07/2003 (T)

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL SEEN BY ME

*D. Debattista*

4/12/17

DARREN DEBATTISTA ACA  
C/O STEPHENS & GEORGE LTD  
GOAT MILL ROAD  
DOWLAIS  
MERTHYR TYDFIL  
CF48 3TD

**IMPORTANT - USE OF YOUR INFORMATION**

Only if you are a corporate body will the following paragraphs apply.

We will from time to time search your record at credit-reference agencies and will add to your record with them details of your agreement with us; the payments you make under the agreement; and if you fail to keep to its terms. We will check your details with fraud-prevention agencies. We will share these records with other organisations. We, and they, will use these records to: help make decisions about credit and credit-related services or about insurance proposals and insurance claims for you and members of your group of companies; to trace customers who owe us money, recover debt, prevent money laundering and fraud.

We may share the information we hold about you with: any guarantor; insurer of your payments or the goods; anyone who introduced you to us; any supplier or maintainer of goods financed; any person for whom we are paying or collecting monies on your behalf; or to anyone we employ to assist us with the administration or management of your accounts.

Executed as a deed by

Director

Director/Secretary

**ONLY TO BE COMPLETED WHEN THE MORTGAGE HAS BEEN REPAYED IN FULL**

Received the sum of all monies due in respect of principal and interest in discharge of this Mortgage.

Stephens & George Limited Retirement Benefit Scheme

\_\_\_\_\_  
Authorised Signatory

This \_\_\_\_\_ day of \_\_\_\_\_

**TERMS AND CONDITIONS – CHATTEL MORTGAGE**

THIS MORTGAGE is made upon the Agreement Date BETWEEN the Borrower named in the Schedule (the "Borrower") and Stephens & George Limited Retirement Benefit Scheme (the "Lender") which expression includes its successors and assigns.

**1. Definitions****1.01 In this Mortgage:**

- (a) "Agreement" means any and all agreements and other facilities which are made subject to this Mortgage excluding any Sale and Finance leaseback agreements as defined in Section 221 Capital Allowances Act 2001;
- (b) "Chattels" means the goods described in the Schedule and where the context requires includes each or any part of them and all accessories including books maintenance or other records manuals handbooks data and drawings relating to the Chattels documentation relating to warranties and patent indemnities given by manufacturers of the Chattels and all substitutions of and replacements additions alternatives and renewals whenever made to the Chattels;
- (c) "Interest" is the sum stated in or calculated in accordance with the Agreement;
- (d) "Loan" means any and all moneys, liabilities and obligations due and payable by the Borrower to the Lender on or in connection with any Agreement made available by the Lender from time to time;
- (e) "Overdue Interest" means interest due to the Lender where sums due to the Lender by the Borrower remain unpaid after the due date for payment;
- (f) "Schedule" means the schedule to this Mortgage;
- (g) "Total Loss" means if there is damage to all or some of the Chattels which, in the opinion of insurers, is not capable of economic repair or the Chattels are lost or stolen.

**2. Representations and Warranties****2.01 The Borrower represents and warrants:**

- (a) it is the absolute owner of the Chattels free from all encumbrances; and
- (b) it has taken all corporate action necessary to authorise the execution and performance of this Mortgage and the same will not cause the Borrower to be in breach of any agreement to which it is a party, or any applicable law or regulation.

**3. Deductions or Withholdings**

All sums shall be payable or repayable under this Mortgage without any deduction or withholding whatsoever both before and after judgement except where the Borrower is compelled by law to make a deduction or withholding. If so the Borrower shall increase the amount to be paid or repaid so that the Lender shall receive net and free from any liability to deduction or withholding the full amount which the Lender would have received had the deduction or withholding not been made.

**4. Assignment by way of Mortgage, Charge and Assignment****4.01 The Borrower with full title guarantee mortgages and charges the Chattels to the Lender by way of first priority fixed mortgage and as security for payment and discharge of the Loan and Interest all monies payable by the Borrower and for the performance by the Borrower (including, but without limitation to, all monies payable to the Lender under the Agreement) of its covenants and agreements in this Mortgage PROVIDED ALWAYS that:**

- (a) (subject as hereinafter contained) on payment to the Lender of the Loan and Interest and all other monies secured and upon the discharge of all liabilities secured by this Mortgage the Lender will at the request and at the cost and expense of the Borrower duly discharge this Mortgage and
- (b) until this Mortgage becomes enforceable the Borrower may retain possession of the Chattels and the other property mortgaged but as bailee only;

**5. Borrower's Responsibilities****5.01 The Borrower agrees with the Lender throughout this Mortgage:**

- (a) to use and operate the Chattels only in a careful skilful and proper manner (without overloading or overworking) and to keep and maintain the Chattels and all their parts in a first class state of repair and condition and to carry out all overhauls, replacements or repairs necessary to ensure that the Chattels are maintained in accordance with best industry standards, the maintenance and overhaul replacements and repairs to be carried out in accordance with applicable laws and regulations and with maintenance schedules approved by the manufacturers and not without the prior consent of the Lender to make any modification or alteration to the Chattels;
- (b) to keep the Chattels properly and safely housed and sheltered at the location set out in the Schedule when not in use and to inform the Lender by notice of any change of the address at which the Chattels are ordinarily kept and wherever they may

be temporarily kept and to permit the Lender to inspect the state and condition of the Chattels at all reasonable times;

- (c) to comply fully and strictly with all laws statutory or other rules or regulations now or hereafter applicable to the Chattels and to use the Chattels only for the purpose for which they are designed and not to use or permit the Chattels to be used for any unlawful purpose or in any manner prohibited by the insurers of the Chattels;
- (d) not to sell or offer for sale assign transfer mortgage pledge underlet lend charter or otherwise deal with or encumber the Chattels or any interest in them or any of them or any place in which the Chattels are kept or agree to do any such thing or create any floating charge (unless the Borrower has previously obtained waivers satisfactory to the Lender) and to keep the Chattels in the Borrower's own possession and control and not to do or omit to do or suffer to be done anything whereby the Borrower may lose or be in danger of losing possession or control of the Chattels;
- (e) not to allow:
  - (i) the Chattels to become the subject of restraint or detention or interference by or from or in consequence of the acts of any judicial or other body exercising any power or jurisdiction over the Chattels nor to allow any lien or right of detention to arise or be created upon the Chattels for repairs or for any other purpose whatsoever; and punctually to pay all rents rates taxes charges assessments impositions and other outgoings payable in respect of the premises where the Chattels shall for the time being be situated and to produce all receipts for such payments to the Lender on demand; or
  - (ii) any distress to be levied upon the Chattels or any other property of the Borrower or upon the premises where the Chattels may be for rent rates or taxes; or
  - (iii) the Chattels to be seized or taken in execution or distrained upon for any other action or proceeding; or
  - (iv) the Chattels to be abandoned.
- (f) Insurance - Your Responsibilities
  - (i) to insure the Chattels and keep the Chattels insured throughout this Mortgage against all usual risks for at least their day to day replacement value in sterling but not for less than the greater of: (A) an amount which (after deducting all applicable policy deductibles) is equal to 110 % of the aggregate of the Loan and Interest payable thereon and (B) the replacement value of the Chattels, against all risks on a comprehensive policy against loss or damage from whatsoever cause arising;
  - (ii) to insure the Lender and the Borrower under a comprehensive liability policy against all liability to third persons for death personal injury and damage to or loss of property arising directly or indirectly out of the use possession or operation of the Chattels as the Lender may direct or as may be required by statute order or regulation for such amount as the Lender considers as shall be prudent in all circumstances;
  - (iii) to procure that the insurances referred to in clauses 5.01(f)(i) and 5.01(f)(ii) shall be with insurers and in a form approved by the Lender and will note the interest of The Lender as mortgagee and in each case in terms satisfactory to The Lender and in the case of a payment made under the policy referred to in 5.01(f)(i) such policy to provide that any payment under that policy pursuant to any claim be made direct to The Lender and that The Lender is appointed irrevocably to be the Borrower's sole agent to receive any monies payable under such insurance, to negotiate agree or compromise with the insurers as to the amount payable, to institute proceedings whether in the Borrower's name or otherwise against the insurers in relation to any claim against them and to give an effective receipt and discharge to the insurers or in the case of a payment made under the policy referred to in clause 5.01(f)(ii) to provide that any payment made under that policy be applied directly in or towards satisfaction of the claim in respect of which such payment is made;
  - (iv) to hold the insurance policies effected under clauses 5.01(f)(i) and 5.01(f)(ii) to The Lender's order;
  - (v) to pay punctually all premiums due for such insurance and to produce to The Lender on request the policy or policies together with evidence of payment of the premiums;
  - (vi) that all monies received by The Lender in respect of any claims under any policy of insurance effected under clauses 5.01(f)(i) and 5.01(f)(ii) shall after deducting brokerage and

any costs or charges legal or otherwise incurred in the recovery of such monies be paid or applied as follows:

- (aa) in the event of an actual or constructive or compromised or arranged Total Loss first in paying or recouping to the Lender all costs and expenses incurred in consequence of such loss or in or about the execution of the powers conferred upon The Lender by this Mortgage and thereafter in the same manner so far as applicable as the proceeds of sale under Clause 9 of this Mortgage;
- (bb) if the Chattels suffer any loss or damage not amounting to a Total Loss and if no default has been made by the Borrower under this Mortgage by payment to the Borrower as and when the Chattels have been properly repaired and restored to their former condition to the satisfaction of the Lender or its insurance advisers and all costs and charges of such repair and restoration have been fully paid by the Borrower but otherwise such monies shall be retained by The Lender;
- (vii) that if The Lender seizes and takes possession of the Chattels whether damaged or not or of the salvage in the event of a Total Loss the interest of the Borrower in any policy of insurance in respect of the Chattels shall forthwith vest absolutely in The Lender who shall be entitled to the full benefit of such insurance including all claims thereunder which may be outstanding at the time of the seizure and all rebate of premiums which may be allowed by the insurers and the Borrower shall forthwith pay to The Lender any sum which it may have received under the insurance and until such payment shall hold such sum in trust for The Lender;
- (g) to pay punctually all duties charges fees rates taxes fines penalties and other outgoings payable in respect of the Chattels and to produce copies of all receipts to The Lender on demand;
- (h) to obtain and maintain all necessary licences permits and permissions for the use of the Chattels and not to use the Chattels or cause or permit them to be used in any way contrary to law;
- (i) not to permit or allow the Chattels to be destroyed or damaged or to deteriorate subsequent to the execution of this Mortgage to a greater degree than they would deteriorate by reasonable use and wear and will whenever any of the Chattels are damaged forthwith to replace repair and make good the same and any chattels or part thereof so substituted shall form part of the Chattels and be subject to this Mortgage and if the Chattels shall suffer a Total Loss then at The Lender's request to execute a mortgage of other chattels or other security of similar value to the Chattels in the same terms as this Mortgage with all necessary changes;
- (j) if the Borrower fails at any time to do so or on any other default of the Borrower under Clause 5.01(f) but without prejudice to its other rights under this Mortgage The Lender may insure the Chattels and/or pay the premiums and expenses of the insurance and the Borrower agrees forthwith on demand to reimburse to The Lender all payments made under this clause and all costs charges premiums interest and expenses incurred by The Lender together with Overdue Interest from the time The Lender makes payment until reimbursement;
- (k) to reimburse The Lender forthwith on demand all costs charges and expenses (including legal costs on a full indemnity basis) paid or incurred by The Lender or arising out of ascertaining the whereabouts repair preservation security or recovery of the Chattels or the discharge of any lien or right of detention thereon or the enforcement of this Mortgage together with Overdue Interest from the date of demand until payment;
- (l) to indemnify The Lender against all loss actions claims demands proceedings (whether criminal or civil) costs legal expenses (on a full indemnity basis) insurance premiums and all calls liabilities judgements damages or other sanctions whenever arising directly or indirectly from the operation, insurance, maintenance or repair of the Chattels or the Borrower's failure or alleged failure to carry out its duties under this Mortgage or by reason of any loss injury or damage suffered by any person (including without limitation The Lender) from the presence of the Chattels or the delivery possession hiring transportation condition use operation removal or return of them or any defect in the Chattels or the design manufacture testing maintenance or overhaul of them or by reason of any claim that any design, article or material in the Chattels or their operation or use constitutes an infringement of patent or other rights or The Lender exercising any right in respect of the Chattels or their ownership or hiring whether under this Mortgage or

otherwise or should the Chattels be subject to any interest of any third party adverse to The Lender.

- (m) if the Chattels are a vehicle or vehicles, the Borrower will pay any charges, fine or other fixed penalty relating to the vehicle immediately. If the Borrower fails to do so The Lender may pay the amount of the charge, fine or penalty for the Borrower. The Borrower will then repay that amount to The Lender on demand together with such sum as The Lender considers reasonable to cover their administration costs connected with the charge, fine or penalty. Details of The Lender's charges are available on request and will be notified to the Borrower in any event before the Borrower is charged.

## **6. Powers of The Lender following Security Becoming Enforceable**

6.01 Upon this Mortgage becoming enforceable and without prejudice to any statutory or common law remedies or powers which it may possess The Lender may when it shall think fit with or without notice:

- (a) seize or take possession of the Chattels wherever the same may be and for that purpose enter into or upon and remain upon any premises or place where the Chattels may be and if necessary break open doors and windows in order to obtain admission without being liable for any unavoidable damage caused thereby;
- (b) sell the Chattels;
- (c) appoint a receiver of the Chattels;
- (d) upon any sale give a receipt for the purchase money which shall effectually discharge the purchaser or person paying the same and The Lender may execute all assurances and do all things as may be necessary to give effect to the sale;
- (e) after taking possession of the Chattels manage operate insure maintain and repair the Chattels and store use hire or let the Chattels for so long and in the manner as it may think fit and do all acts and things and enter into arrangements respecting the Chattels or their use or operation in all respects as if The Lender were the owner of the Chattels.

6.02 The Lender shall incur no responsibility whatsoever to the Borrower for or in respect of any loss or deterioration or damage to the Chattels from any cause whatsoever after or in consequence of The Lender entering into and taking possession of the Chattels and the taking of possession of the Chattels shall not render The Lender or any receiver appointed under the terms of Clause 6.01(c) or otherwise liable to account as mortgagee in possession.

## **7. Receivers**

The appointment of a receiver referred to in clause 6.01(c) may be made in writing signed by any one of The Lender's directors or its secretary and the receiver shall thereupon become a receiver of the Chattels upon such terms as to remuneration and otherwise as The Lender shall think fit and The Lender may from time to time remove any receiver so appointed and appoint another in its stead.

## **8. Powers of Receivers**

8.01 A receiver appointed under this Mortgage shall be the agent of the Borrower for all purposes and shall have power:

- (a) to take possession of the Chattels and to take proceedings for that purpose whether in the name of the Borrower or not;
- (b) to sell hire dispose of the Chattels or concur in so doing or otherwise to deal with them on the terms in the interest of The Lender as the receiver shall think fit;
- (c) to carry any sale hiring or disposal into effect by delivering conveying or transferring the Chattels in the name and on behalf of the Borrower;
- (d) to exercise any of the powers which The Lender is entitled to exercise under this Mortgage in respect of the Chattels;
- (e) to make any arrangements or compromise which it shall think expedient.

8.02 Nothing contained in this Mortgage shall make The Lender liable to any receiver in respect of the receiver's remuneration costs charges or expenses or otherwise.

## **9. Proceeds of Sale**

9.01 Any sale of the Chattels may be whenever or wherever The Lender shall decide and for cash or on deferred terms by private treaty or by auction as The Lender or any receiver appointed under this Mortgage thinks fit and the net proceeds of the sale or realisation shall be applied subject to the claim of all secured or unsecured creditors (if any) ranking in priority to this Mortgage:

- (a) FIRSTLY in payment of all costs charges and expenses (including legal costs on a full indemnity basis) of and incidental to the tracing obtaining possession of including (without limitation entering upon the premises where the Chattels were and discharging any distress execution lien levy or other encumbrance on the Chattels) removing transporting storing preparing for sale and selling the Chattels maintaining or defending The Lender's rights under this Mortgage and of the appointment of any receiver appointed under this Mortgage and



the exercise by the receiver of all or any of the powers aforesaid or any of The Lender's rights under this Mortgage including the reasonable remuneration of the receiver and maintaining and defending The Lender's rights under this Mortgage;

- (b) SECONDLY in or towards payment to The Lender of arrears of interest unpaid in respect of this Mortgage;
- (c) THIRDLY in or towards payment of the Loan and Interest or balance thereof owing under this Mortgage;
- (d) FOURTHLY in or towards payment to The Lender of all monies then owing or which will become owing under this Mortgage;
- (e) FIFTHLY any surplus shall be paid to the Borrower but subject to the provisions of clause 18.

#### 10. Law of Property Act

The foregoing provisions shall take effect by way of variation and extension of Sections 101 and 104 to 109 inclusive of the Law of Property Act 1925 or any re-enactment or statutory modification thereof and the provisions of these sections and the powers conferred on a mortgagee or receiver by these sections as so varied and extended shall apply to and be exercisable by any receiver as aforesaid as far as applicable.

#### 11. Additional Security

This Mortgage shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held or judgement or order obtained by The Lender for all or any part of the monies hereby secured nor shall such collateral or other security judgement or order or any lien to which The Lender may be otherwise entitled (including any security charge or lien prior to the date of this Mortgage on the premises where the Chattels are located) or the liability of any company or companies person or persons not parties hereto for all or any part of the monies hereby secured be in any way prejudiced or affected by this Mortgage.

#### 12. Indulgence

The Lender has full power at its discretion to give time for payment or granting any indulgence to the Borrower or making any other arrangements with any other company or person without prejudice to the liability of the Borrower under this Mortgage and that all monies received by The Lender from the Borrower or any person or persons liable to pay the same may be applied by The Lender to any account or item of account or any transaction to which the same may be applicable.

#### 13. Discharges

Only The Lender will be entitled to give effective discharges for monies hereby secured. The Borrower shall not create any trust or give notice to The Lender of any right title or claim of any person to this Mortgage other than The Lender. The certificate of an officer of The Lender as to the amount for the time being due to The Lender under this Mortgage shall be conclusive against the Borrower.

#### 14. Consolidation and Powers of Sale

Sections 93 and 103 of the Law of Property Act 1925 or any re-enactment or statutory modification thereof shall not apply to this Mortgage and that the Borrower and its successors in title shall not be entitled to redeem this Mortgage without at the same time redeeming every or any existing or future mortgage or legal charge for the time being held by The Lender on other property now or at the time hereafter belonging to the Borrower or its successors in title or to redeem any other mortgage without at the same time redeeming this Mortgage.

#### 15. Continuing Security

This Mortgage shall be a continuing security and is in addition to and shall not merge or otherwise prejudice or affect any other right or remedy of The Lender or any other security now or hereafter held by or available to The Lender and shall not in any way be prejudiced or affected thereby or by the invalidity thereof or by The Lender now or hereafter dealing with exchanging, releasing, modifying or obtaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

#### 16. Attornment

To better secure this Mortgage the Borrower irrevocably appoints The Lender and/or any receiver appointed under this Mortgage as its attorney for the purposes of executing and doing in its name and on its behalf all documents and acts which the Borrower could do in relation to the Chattels provided that the power shall not be exercisable by or on behalf of The Lender and/or any receiver until this Mortgage becomes enforceable.

#### 17. Further Assurance

The Borrower agrees with The Lender that it shall do or permit to be done each and every act or thing and shall execute and deliver any document which The Lender may from time to time require for the purpose of enforcing and perfecting The Lender's rights under this Mortgage.

#### 18. Set Off

If the Borrower incurs any liability (whether liquidated or unliquidated) to The Lender or The Lender's holding company or to any of The Lender's subsidiaries (as the expressions are defined in section 736 of the Companies Act 1985) The Lender may set off the liability against any sum that would otherwise be due to the Borrower under this Mortgage.

#### 19. Notices

Any notice or consent required under this Mortgage will be properly served if in writing and sent by fax or prepaid letter post or delivered by hand to the addressee's address shown in the Schedule or the last known address of the addressee. Notice will be effective at the time of receipt if sent by fax, 72 hours after posting if sent by prepaid letter post, and at the time of delivery if delivered by hand.

#### 20. Severability

20.01 If any term or provision in this Mortgage is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Mortgage but the validity and enforceability of the remainder of this Mortgage shall not be affected.

20.02 Any provision of this Mortgage which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

20.03 Each undertaking in this Mortgage shall be construed as a separate undertaking and if one or more of the undertakings contained in this Mortgage is found to be unenforceable or in any way an unreasonable restraint of trade the remaining undertakings shall continue to bind the parties.

#### 21. Group Lessors

The monies obligations and liabilities secured by this Mortgage includes liabilities which are owed to The Lender in its capacity as agent for a Group Lessor as well as liabilities owed to The Lender as principal. A "Group Lessor" is any company that is (at the date of this document) a subsidiary of The Lender (or of any holding company of The Lender) on behalf of which The Lender has entered into or, in the future, enters into any lease or financing transaction. Where this Mortgage secures liabilities to both The Lender and one or more Group Lessors The Lender will hold the benefit of this Mortgage on trust for itself and the relevant Group Lessors.

#### 22. Applicable Law

22.01 You will make available to us your annual financial accounts within one month of their publication and, upon our reasonable request, any such other financial information concerning your business we may ask you to provide from time to time.

22.02 English Law is the law applicable to this Mortgage.