



Registration of a Charge

Company name: **ODESSA PRINT GROUP LTD**

Company number: **01703368**

Received for Electronic Filing: **15/01/2019**



Details of Charge

Date of creation: **11/01/2019**

Charge code: **0170 3368 0014**

Persons entitled: **ALDERMORE BANK PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANTHONY BATTY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1703368

Charge code: 0170 3368 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2019 and created by ODESSA PRINT GROUP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th January 2019 .

Given at Companies House, Cardiff on 17th January 2019

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED

11th January

2018

(1) ODESSA PRINT GROUP LTD

- and -

(2) ALDERMORE BANK PLC

CHattel MORTGAGE

THIS DEED is made on the 11th day of January 2018

By Odessa Print Group Ltd (a company registered in England and Wales, company number 01703368 of Lynwood House, Crofton Road, Orpington, Kent, BR6 8QE (the "Chargor") in favour of Aldermore Bank PLC (company number 00947662) of 1st Floor, Block B, Western House, Lynch Wood, Peterborough PE2 6FZ ("Aldermore").

WITNESSES as follows:

1. DEFINITIONS

In this Deed the following expressions shall have the meanings given to them below:

"Act" means the Insolvency Act 1986;

"Administrator" means an administrator, administrative receiver, receiver and manager or other administrator or receiver appointed pursuant to Aldermore's rights arising under this Deed in respect of the Chargor or over all or any of the assets charged by or pursuant to this Deed;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

"Charged Property" means the subject matter of the mortgages and charges (or any part of them, if the context so allows) created pursuant to clause 3;

"Floating Assets" means:

- (i) all of the Chargor's undertaking and all its property, assets, rights, title and interest whatsoever and wheresoever, both present and future, not referred to in clause 3.1; and
- (ii) any undertaking, property, asset, right, title or interest referred to in clause 3.1 to the extent only that the fixed charge created by clause 3.1 shall for any reason be ineffective as a fixed charge in respect of such undertaking, property, asset, right, title or interest and such undertaking, property, asset, right, title or interest is not held subject a valid trust solely for the benefit of Aldermore;

"Floating Charge" means the floating charge created by clause 3.2;

"LPA" means the Law of Property Act 1925;

"Obligations" means all monetary and other liabilities and obligations actual or contingent now or at any time due, owing or incurred (whether solely or jointly or severally with any other person, whether as principal, surety or cautioner) by the Chargor to or in favour of Aldermore (whether or not originally due, owing or incurred to or in favour of Aldermore), including pursuant to this Deed;

"Prevailing Rate" means the rate of interest payable in respect of the relevant unpaid amount in accordance with the terms of any agreement or letter setting out the terms of the relevant Obligations, or, if there is no such rate, 4% per annum over the relevant base rate from time to time of Lloyds Bank plc or any other bank nominated by us; and

"Schedule" means the schedules attached to and forming part of this Deed.

2. COVENANT TO PAY

The Chargor covenants on demand:

- 2.1 fully to discharge by payment to Aldermore without any deduction or set-off, all monetary liabilities included in the Obligations; and
- 2.2 duly to perform all the Obligations other than monetary liabilities.

3. GRANT OF SECURITY

To secure payment and performance as provided for in clause 2, the Chargor hereby charges with full title guarantee in favour of Aldermore:

- 3.1 by way of a fixed charge all the following assets to the extent now or at any time during the continuance of this security owned by the Chargor:
 - 3.1.1 those assets set out in Schedule 1;
 - 3.1.2 the benefit of all existing and future manufacturer's and supplier's servicing and maintenance contracts, warranties and guarantees in respect of the assets set out in Schedule 1;
 - 3.1.3 all right, title and interest in all warranties and maintenance contracts in respect of any assets charged pursuant to this clause 3.1;
 - 3.1.4 all insurance policies and other claims in relation to those assets charged pursuant to this clause 3.1; and
- 3.2 by way of Floating Charge, the Floating Assets.

4. PRIORITY

Any mortgage, fixed charge or other fixed security created by the Chargor in favour of Aldermore shall have priority over the Floating Charge, except insofar as Aldermore shall declare otherwise whether at or after the time of creation of such fixed security.

5. NEGATIVE UNDERTAKINGS

The Chargor hereby warrants that except as previously disclosed to Aldermore in writing the Chargor is the owner of all the Charged Property and that all the Charged Property is free from any charge or other encumbrance or trust and the Chargor shall not during the continuance of this Deed except with Aldermore's prior written consent:

- 5.1 create any mortgage, charge, pledge or other encumbrance or confer or allow to subsist any lien (except any lien arising only in the ordinary course of trading and not as a result of any breach or default by the Chargor) in respect of the Charged Property or any part of it;
- 5.2 create any trust in relation to any part or the whole of the Charged Property or sell or part with possession of all or any part of the Charged Property;

- 5.3 change the location of all or any part of the Charged Property;
- 5.4 agree to any variations or release of any warranty or guarantee relating to the Charged Property;
- 5.5 carry out any works to all or any part of the Charged Property which would affix it to the land on which it stands in a way which would make it form part of that land;
- 5.6 sell, deal with, lease, licence or dispose of all or any part of the Charged Property;
- 5.7 do or cause or permit to be done anything which may prejudice the value of any of the Charged Property or the rights created by this Deed in favour of Aldermore; or
- 5.8 take or receive the benefit of any guarantee or security from any person in respect of the Obligations.

6. POSITIVE UNDERTAKINGS

The Chargor shall at all times during the continuance of this Deed:

- 6.1 if called upon at any time by Aldermore at the Chargor's expense (including any stamp duty) and in such form as Aldermore may prescribe, sign all such deeds and documents and do all such things as Aldermore may require to perfect Aldermore's security over all or such part of the Charged Property as Aldermore may specify;
- 6.2 keep proper books of account and other records relating to the Chargor's business and ensure (including by providing all necessary passwords and codes) that Aldermore, any person authorised by Aldermore and any Administrator appointed by it or pursuant to its application and any person authorised by such Administrator:
 - 6.2.1 may at any time inspect and take copies of (and at any time after this Deed has become enforceable pursuant to clause 9, take possession of) the Chargor's ledgers, accounts, computer equipment and data and other records and documents on or by which any of the Charged Property is recorded or evidenced; and
 - 6.2.2 shall have the right (in addition to and without prejudice to all its or his other powers or rights) on reasonable notice (or at any time after this Deed has become enforceable pursuant to clause 9, at any time) to enter upon any premises at which the Chargor carries on business and upon any other premises in which any part or all of such ledgers, accounts, computer equipment and data and other records and documents are for the time being kept or stored, for the purpose of such inspection, copying or taking possession;
- 6.3 keep all tangible items included in the Charged Property in a good state of repair and proper working order and keep all the Chargor's insurable property insured to its full value (or, if Aldermore so agrees or requires, its full reinstatement value) with a reputable insurance office against all risks for which insurance cover is prudent in a business of the nature and size of that carried on by the Chargor (and, if Aldermore so requests, terrorism cover) and at Aldermore's request immediately produce to Aldermore the policies and the latest premium receipts and procure that Aldermore's interest is noted on the policies and if the Chargor fails to do any of the above, Aldermore may take out or renew such insurances on the Chargor's behalf and at the Chargor's expense;

- 6.4 hold the proceeds of any insurance proceeds which are not (or are determined not to be) subject to a fixed charge at any time, on trust for Aldermore, to be applied in making good damage to the relevant Charged Property or, if Aldermore so requires, in or towards discharging the Obligations;
- 6.5 permit Aldermore, and such persons as Aldermore shall from time to time nominate for such purpose, to view the state and condition of any of the Charged Property;
- 6.6 comply in all material respects with all laws covering the Charged Property and every notice, order, direction, licence, consent or permission lawfully made or given in respect of it;
- 6.7 deposit with Aldermore:
 - 6.7.1 all title deeds and documents relating to real property forming part of the Charged Property at any time;
 - 6.7.2 if so requested by Aldermore, all insurance policies held by the Chargor at any time; and
 - 6.7.3 execute and deliver all such deeds and documents and do all such things as Aldermore may from time to time require in order to perfect, preserve, enhance or enforce the security created pursuant to this Deed;
- 6.8 maintain its centre of main interests ("COMI") for the purposes of the EU Regulations on Insolvency Proceedings 2000 (No. 1346/2000), in the United Kingdom; and
- 6.9 affix and at all times maintain and display on the Charged Property in a prominent place and so that it is easily visible and legible, a notice in the form set out in Schedule 2 and will on request supply evidence of that to Aldermore.

7. POWER OF ATTORNEY

- 7.1 As security for performance of the Obligations, the Chargor hereby irrevocably appoints Aldermore and the directors and the secretary for the time being of Aldermore, jointly and severally, and (as a separate appointment) appointed as referred to in clause 10 in each case to be the attorney of the Chargor to execute in the name of the Chargor such deeds and documents and to do such other things as may be requisite to perfect to Aldermore title to any of the Charged Property or to enable Aldermore to exercise any of its rights under this Deed including for the purpose of receiving any monies payable to the Chargor under any policy of insurance and for compromising or compounding any claim thereunder and for taking, continuing or defending proceedings.
- 7.2 This appointment shall be irrevocable until all the Obligations have been permanently paid and discharged in full and any such attorney so appointed shall have full power to appoint any substitute attorney or agent to execute any of the deeds or documents and to perform any of the things referred to in clause 7.1 and to remove the same and the Chargor shall be bound by whatever any such attorney, substitute attorney or agent shall do by virtue of the powers given in clause 7.1 or in this clause 7.2.

8. CONVERSION OF FLOATING CHARGE

- 8.1 Without prejudice to any other rights of Aldermore in this Debenture and whether or not it has exercised any of those rights Aldermore may at any time by notice in

writing to the Chargor convert the Floating Charge into a fixed charge over any item in or all the Floating Assets.

8.2 Subject to clause 8.3, the Floating Charge shall automatically be converted into a fixed charge (without the requirement of notice or any other act by Aldermore) with immediate effect:

8.2.1 in respect of any item included in the Floating Assets upon which distress, attachment, execution or other legal process is levied or threatened;

8.2.2 in respect of all the Floating Assets upon the making of any demand under clause 9;

8.2.3 in respect of any item included in the Floating Assets which becomes subject to any step by any person other than Aldermore to take a fixed charge;

8.2.4 in respect of all the Floating Assets if the Chargor ceases to carry on business or to be a going concern; or

8.2.5 in respect of all the Floating Assets on the making of an order for the compulsory winding-up of the Chargor, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Chargor or the making of any application, the giving of any notice or the taking of any other step by any person for the appointment of an administrator in respect of the Chargor.

8.3 The Floating Charge shall not be automatically converted pursuant to clause 8.2:

8.3.1 in respect of any Floating Assets situated in Scotland if, and to the extent that, an Administrator would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Act by reason of such automatic conversion; and/or

8.3.2 solely by reason of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Act.

9. ENFORCEMENT OF SECURITY

Section 103 of the LPA shall not apply to this security and (without prejudice to any of Aldermore's rights under any other agreement with the Chargor or in respect of the Obligations) Aldermore shall be entitled on demand to payment in full of all or any part of the monetary liabilities included in the Obligations and to enforce this Deed including by exercising any or all of the powers conferred on mortgagees by the LPA (as varied or extended by this Deed), all the powers conferred on the holder of a qualifying floating charge (as defined in the Act) by the Act and any or all of the rights and powers conferred by this Deed and Aldermore's powers of possession and sale of, and to appoint (or apply for the appointment of) any person to be an Administrator over any or all of the Charged Property, in each case without further notice to the Chargor and on the occurrence of any of the following events or at any time thereafter:

9.1 any breach of any of the Chargor's obligations and undertakings under this Debenture;

- 9.2 the failure of the Chargor to pay any monetary liability included in the Obligations when it is due to be paid;
- 9.3 the calling by the Chargor of any meeting of its creditors;
- 9.4 the Chargor becoming unable to pay its debts within the meaning of Section 123 of the Act;
- 9.5 the levying or threat of execution or distress on any of the property of the Chargor;
- 9.6 the appointment of an Administrator or liquidator or equivalent of any part or all of the Chargor's income or assets;
- 9.7 any act or step, whether by application to the court or otherwise, taken to appoint an administrator of the Chargor;
- 9.8 the serving or threat of an interim third party debt order on any person in respect of any debt owing by the Chargor;
- 9.9 the presentation of a petition for the winding up of the Chargor;
- 9.10 a proposal for a voluntary arrangement between the Chargor and its creditors pursuant to the Act, or other moratorium (other than a moratorium which the Chargor is entitled to obtain under Section 1A of the Act) or compromise with the Chargor's creditors, or any class of them, is proposed or put into effect;
- 9.11 the Chargor ceasing or threatening to cease to carry on its business; or
- 9.12 any event (other than any event specified in this clause 9) which gives Aldermore the right to give notice of immediate termination of any agreement with the Chargor in accordance with the terms thereof or to call for immediate repayment of all or any of the Obligations which were not previously repayable on demand, in each case whether or not Aldermore shall have exercised any such right.

10. POWERS OF ADMINISTRATOR

The power of appointing an Administrator under this Deed may be exercised in writing under the hand of any director or the secretary for the time being of Aldermore or of any person authorised in writing by any of them. Aldermore may, subject to the provisions of section 45(1) of the Act, in like manner remove any such Administrator so appointed and, in the case of the removal or the vacation of office or death of any such Administrator, appoint another person in the place of such Administrator. An appointment of an Administrator or Administrators over part or parts of the Charged Property shall not preclude Aldermore from making any subsequent appointment of any other part or parts of the Charged Property. Every Administrator appointed pursuant to this clause shall be entitled to exercise all the statutory powers conferred on an Administrator, including all the powers contained in Schedule 1 to the Act, without any of the restrictions contained in the LPA, and by way of addition but without prejudice to those powers (as those of Aldermore) the Administrator and Aldermore will each severally have power to:

- 10.1 carry on the Chargor's business;
- 10.2 enter, take possession of, and/or generally manage the Charged Property;

- 10.3 complete any transactions by executing any deeds or documents in the name of the Chargor;
- 10.4 take, compromise, continue or defend any proceedings and enter into any arrangement or compromise as it sees fit;
- 10.5 insure the Charged Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
- 10.6 to exercise all powers, rights and/or obligations under any agreement forming part of the Charged Property including all voting and other rights attaching to stocks, shares, bonds and other securities owned by the Charger and to call up any uncalled capital with all the powers conferred by the Chargor's articles of association;
- 10.7 to redeem any prior encumbrance and to settle and pass the accounts of the encumbrances (and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor and the money so paid will be deemed to be an expense properly incurred by Aldermore or the Administrator as the case may be);
- 10.8 to promote the formation of a subsidiary or subsidiaries of the Chargor for any purpose;
- 10.9 appoint or employ advisers, consultants, managers, officers, agents, workmen and others at such salaries as Aldermore or the Administrator, as the case may be, may determine;
- 10.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies; and
- 10.11 do any acts which Aldermore or the Administrator considers to be incidental or beneficial to the exercise of their powers or the preservation, improvement or realisation of the Charged Property or any of it.

11. LIABILITY OF ADMINISTRATOR

- 11.1 An Administrator may borrow and secure the repayment of any money in priority to the Obligations.
- 11.2 Every Administrator appointed under this Deed shall (to the extent permitted by law) at all times be the agent of the Chargor and the Chargor shall alone be responsible for all acts, defaults and omissions of such Administrator and for the payment of all his remuneration, costs and expenses. Aldermore shall be under no liability to any such Administrator for his remuneration, costs, expenses or in any other way whatsoever.
- 11.3 If two or more individuals shall hold office as Administrator of the same item included in the Charged Property, by virtue of such an appointment such individuals shall have the right to exercise all or any of their powers severally as well as jointly. Aldermore may exercise any of its powers even if an Administrator has been appointed.
- 11.4 Entry into possession of any of the Charged Property shall not render Aldermore or any Administrator appointed under this Deed liable to account as mortgagee in possession.

11.5 No person dealing with Aldermore or any such Administrator shall be bound or concerned to enquire whether:

11.5.1 any right or power conferred on Aldermore or any Administrator by this Deed has arisen;

11.5.2 the exercise of any such right or power has been properly or regularly carried out; or

11.5.3 any monies secured by this Deed remain owing,

and the protection to purchasers contained in sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with Aldermore or any such Administrator.

12. APPLICATION OF PROCEEDS

All monies received by any Administrator appointed under this Deed shall be applied (subject to the claims of any creditors having priority to this Deed) for the following purposes in the following order:

12.1 in payment of all costs, charges and expenses of and in relation to the Administrator's appointment and the exercise of his powers and of any other expenses properly discharged by him;

12.2 in payment of his remuneration as agreed between him and the person who appointed him;

12.3 in payment of any costs relating to the realisation of any property;

12.4 in or on account of the discharge of the Obligations together with any interest for which provision is made in this Deed; and

12.5 in payment of any surplus to the Chargor.

13. COSTS AND EXPENSES

- 13.1 The Chargor shall promptly on demand pay to Aldermore the amount of all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees, valuation, accountancy and consultancy fees (and any Value Added Tax or similar tax thereon)) incurred by Aldermore in connection with the creation, negotiation, preparation, printing, execution, registration, perfection, completion, discharge or assignment of this Deed or any document referred to in this Deed and with any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.
- 13.2 The Chargor shall promptly on demand pay to Aldermore the amount of all costs, charges and expenses (including legal fees, the costs of any proceedings in relation to this Deed or the Obligations and any Value Added Tax or similar tax on the amount of any costs, charges and expenses) incurred by Aldermore in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of its rights under this Deed or any document referred to in this Deed.
- 13.3 For the avoidance of doubt, all costs, charges and expenses payable under this clause 13 shall themselves constitute Obligations.

14. INDEMNITY

The Chargor agrees to indemnify and hold harmless each of Aldermore and any Administrator appointed under this Deed from and against all actions, claims, expenses, demands and liabilities whether arising out of any contract or in tort or in any other way incurred or which may at any time be incurred by it or him or by any agent, officer or employee for whose debt, default or miscarriage it or he may be answerable in respect of anything done in the preparation of this Deed or the exercise or purported exercise of any of its or his rights or powers in connection with this Deed.

15. DEFAULT RATE

If the Chargor shall fail to pay any monetary liability included in the Obligations when demanded pursuant to this Deed, the Chargor shall pay interest at 2% above the Prevailing Rate. Such interest shall be payable and compounded daily and shall accrue daily, after as well as before any judgment, from the date when such liability is due to be paid until payment in full.

16. ADDITIONAL SECURITY

The security created by this Deed shall be additional to and not in substitution of any other security created or which may after the date of this Debenture 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 Chargor or by the Obligations reducing to nil at any time.

17. PROTECTION

Neither this Deed nor any of the Obligations shall be affected by any grant of any time or indulgence or the conclusion of any agreement not to sue or of any compromise or composition or the release of any other charge, lien or other security or any part thereof to or with any person whether or not such person shall be jointly liable with the Chargor in respect of any of the Obligations or by the failure of Aldermore to take or perfect or hold unencumbered any other security in respect of

the Obligations, or by any amendment, novation, supplement, extension (whether of amount, maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of any document relating to any Obligation or any other document or security.

18. SET-OFF

Aldermore may at any time in its entire discretion without notice or other formality:

- 18.1 combine any two or more accounts held by it in the name of or in respect of the Chargor (whether current, deposit, loan or of any other nature whatsoever);
- 18.2 apply (or retain as cash cover) any monies received or held by it for or on behalf of the Chargor (including in any account referred to in clause 18.1 above and even if held for a fixed or minimum period) in or towards (or in respect of) the discharge of the Obligations, such part of them as Aldermore may select; and
- 18.3 set off any amount due from the Chargor against any amount due or owing by Aldermore to the Chargor, such part of them as Aldermore may select and Aldermore may convert funds received in another currency into the currency of the relevant Obligations in order to effect such combination, application or set off and shall not be liable for any loss of interest, exchange rate benefit or opportunity which the Chargor may suffer as a consequence.

19. SUSPENSION OF ACCOUNTS

If Aldermore receives notice of any charge or other interest affecting any of the Charged Property, Aldermore may suspend the Chargor's account or accounts with it and open a new account (and shall be deemed to have done the same on receipt of the notice, if it does not take action to do so).

20. EVIDENCE AND CERTIFICATION

- 20.1 In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by Aldermore are prima facie evidence of the matters to which they relate.
- 20.2 Any certification or determination by Aldermore of a rate or amount due under this Deed or of any Obligation (including details of any relevant calculation thereof) shall, in the absence of manifest error, be conclusive evidence of the matters to which it relates and shall be binding on the Chargor.

21. MISCELLANEOUS

- 21.1 All the provisions of this Deed are severable and distinct from one another and if at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 21.2 No failure to exercise nor any delay in exercising, on the part of Aldermore, any right or remedy under this Deed or in respect of any Obligation shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies

provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

21.3 Any breach of this Deed may be waived before or after it occurs only if Aldermore so agrees in writing. A waiver given or consent granted by Aldermore under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

21.4 Any provision of this Deed may be amended only if Aldermore and the Chargor so agree in writing.

22. PERPETUITY PERIOD

The perpetuity period applicable to the trusts pursuant to this Deed shall be eighty years.

23. ASSIGNMENT AND TRANSFER

Aldermore shall have the right to assign the whole or any part of the benefit of this Deed and the expression "Aldermore" wherever used in this Deed shall be deemed to include its subsidiaries, assignees and other successors whether immediate or derivative who shall be entitled to enforce and proceed upon this Deed in the same manner as if named in this Deed. Aldermore shall be entitled to impart such information concerning the Chargor as Aldermore sees fit to any such subsidiary, assignee or successor or any participant or any proposed assignee, successor or participant. The Chargor shall, immediately upon being requested to do so by Aldermore and at the cost of the Chargor, enter into such documents as may be necessary or desirable to effect such transfer.

24. NOTICES

24.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

24.2 The address of each party for any communication or document to be made or delivered under or in connection with this Deed is:

24.2.1 in the case of the Chargor, the address stated at the beginning of this Deed, and any address subsequently notified by the Chargor to Aldermore in writing or any address at which the Chargor is residing; and

24.2.2 in the case of Aldermore, its registered office or any other address subsequently notified in writing to the Chargor.

- 24.3 Any communication or document made or delivered by Aldermore will be deemed served if delivered personally, at the time of delivery, if sent by post, the day after posting and if sent by facsimile or email, at the time of sending.
- 24.4 Any communication or document to be made or delivered to Aldermore will be effective only when actually received by Aldermore and then only if it is expressly marked for the attention of the department or officer specified by Aldermore.

25. INTERPRETATION

26. In this Deed, except where the context otherwise requires:

- 26.1 the singular shall include the plural and vice versa and any of the three genders shall include the other two;
- 26.2 references to clauses, paragraphs and Schedules (unless otherwise specified) are references to clauses, paragraphs and Schedules of this Deed and references to this Deed include its schedules;
- 26.3 the meaning of general words introduced by the word "other" shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts matters or things;
- 26.4 reference to any Act of Parliament shall be deemed to include such Act as amended or re-enacted from time to time and to any order or regulation made thereunder;
- 26.5 where more than one Administrator has been appointed, the expression "Administrator" means each of them;
- 26.6 any reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation";
- 26.7 any reference to the "Chargor" or "Aldermore" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- 26.8 "this Deed" or any other agreement or instrument is a reference to this Deed or other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the Chargor's obligations or provides for further advances); and
- 26.9 Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Deed.

27. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed and take effect according to English law and the Chargor hereby submits to the non-exclusive jurisdiction of the English Courts. Such submission is for the benefit of Aldermore, who accordingly may waive it and bring proceedings in another jurisdiction if Aldermore thinks fit.

IN WITNESS of which the Chargor and Aldermore have executed this Deed as a deed the day and year first above written:

SCHEDULE 1

Assets

See attached Schedule

Schedule 1

Inventory of Plant and Equipment	
as at 11 June 2018	Location
Computer-to-plate platesetting line comprising Creo model MTA MT164 Magnus VLF automatic continuous-feed thermal laser imagesetter (2006), Kodak Mercury type T-HD1550 plate processor no. ME10454 (2009) and IGP Stacker 160 deluxe plate stacker	Penge
Computer-to-plate platesetting line comprising Kodak model MTA MT020 very large format single-plate hand-feed thermal laser imagesetter (2004), Kodak Mercury type T-HD1550 plate processor no. ME 10453 (2009) and LASTRA type 1492 1405TH00A plate stacker	Penge
KBA Type RA 205-5+T Rapida 205 1490mm x 2050mm five-colour sheet-fed offset press no. 366022 (2005) with full-pile suction feed, semi-automatic plate change, computer-controlled inking, damping and register, extended delivery, end-press UV drying and full-pile delivery (approx. 58 million impressions)	Penge
Wohlenberg type 220 220cm guillotine paper cutting machine no. S12167 (1972) with retro-fit Microcut programming	Penge
HP Scitex model T58300 1600mm roll-fed industrial six-colour ink-jet printing machine with wheel-away substrate unwind to Interchange Airjet model AJE708 hot air dryer no. 2628 with hooded and exhaust to atmosphere, flat conveyor transfer to 2 Hostert Pro sheet aligning tables and to in-line Fotoba XI model 190T/DL 1905mm cutting and trimming machine no.139EU (2007) to manual take-off unit.	Penge
Setmaster BCB 12-station sheet collator no. 1467/6 with 62" x 42" shallow-pile landscape suction feeds	Penge
2 x Scissor lift tables	Penge
Meyer type 1500F pile turner serie 11 no. 085 (1994)	Penge
Kongsberg XP24 1680mm x 3200mm signage plotting and cutting table with conveyor no. 85-0377 and management console (2012)	Biggin Hill
FIAB 800/B 12m moveable-head fabric welding machine no. 54 (2008)	Biggin Hill
Schneider type 185MC 185cm guillotine paper cutting machine no. 70159 (1983) with retro-fit Microcut programming	Biggin Hill
HP Scitex XP5300 5000mm very wide format roll-to-roll four-colour UV ink jet printer no. IL5000R709 (2010)	Biggin Hill
Matan Barak 5 5200mm superwide roll-to-roll four-colour digital ink jet printer no. 8451009 (2013)	Biggin Hill
Bickers Gluejet 20.30.2 PAI 2000mm x 3000mm flat-bed hot gluing table no. MD005/2012 with two internal elevating platform tables	Biggin Hill
Wohlenberg type 115 115cm programmatic guillotine paper cutting machine no. 3270-025 (1987)	Biggin Hill
Grassl Compact manual feed laminator/mounter (estimated year of manufacture: 2000) with compression conveyor delivery to hand	Biggin Hill
Wohlenberg type 180 180cm programmatic guillotine paper cutting machine no. 2945-005 (1974/5)	Biggin Hill

SCHEDULE 2

Notice of Mortgage

TAKE NOTICE that the attached Schedule is mortgaged to Aldermore Bank PLC. Under the terms of the mortgage the owner has no power of sale, dealing or disposal and no power to create or permit to arise any mortgage, charge, pledge or lien.

Executed as a deed, but not delivered until)
the first date specified on page 1, on behalf of)
Odessa Print Group Ltd)

by ROBERT CHARLES

Director

and LAURENCE MATTHEW

Director/Company Secretary*

* Delete as applicable



Signature of Director



Signature of Director/Company Secretary*

Executed as a deed, but not delivered until the)
first date specified on page 1, on behalf of)
ALDERMORE BANK PLC)

by



duly appointed attorney in the presence of:

MARK LEONTIDIS

Attorney for Aldermore Bank PLC

Witness's signature:



Witness's name:

HOWARD ATKINSON

Witness's address:

ALDERMORE BANK, 6th FLOOR

THE MONUMENT BUILDING

11 MONUMENT STREET

LONDON EC3R 8AF