# MR01(ef)

**Registration of a Charge**

Companies House

Company name: **HARPERS ENVIRONMENTAL LIMITED**

Company number: **01866895**

Received for Electronic Filing: **28/06/2013**

X2BH6VCB

## Details of Charge

Date of creation: **28/06/2013**

Charge code: **0186 6895 0007**

Persons entitled: **STATE SECURITIES PLC**

Brief description:

**Contains fixed charge(s).**

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

## 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: **STATE SECURITIES PLC**

# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1866895

Charge code: 0186 6895 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2013 and created by HARPERS ENVIRONMENTAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2013 .

Given at Companies House, Cardiff on 28th June 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

State
Securities

Burlington House, Botleigh Grange Office Campus, Grange Drive, Hedge End, Southampton SO30 2AF
Telephone: (01489) 775600 Facsimile: (01489) 775601

# Supplemental Chattel Mortgage

Finance & Leasing Association

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

Minutes of a meeting of the Directors properly convened and held on 13 - 6 20 13

at Cleveland, Cork Lane, Sutton on the Forest, York, North Yorkshire, YO61 1EY

IT WAS REPORTED TO THE MEETING THAT:

1. A quorum of directors was present and the meeting had been properly convened.
2. It is proposed that State Securities plc ("State") will purchase certain goods (as detailed in the attached supplemental chattel mortgage document "the Goods") from the Company and that the Company and State will then enter into a lease purchase agreement in order for the Goods to be hired back to the Company. These proposed arrangements are referred to as "the Transaction" in these minutes. The form of the proposed lease purchase agreement was then produced to the meeting ("the Lease Purchase Agreement").
3. It is a condition of the Transaction that the Company enters into a supplemental chattel mortgage in order for State to receive a first ranking mortgage over any Goods where title fails to vest absolutely and effectively in State for any reason (the "Non-Vesting Goods") and certain assets and rights related to the Goods and any Non-Vesting Goods (together with the Non-Vesting Goods, "the Assets"). The form of the proposed supplemental chattel mortgage was produced to the meeting ("the Supplemental Chattel Mortgage"). It was noted that the Supplemental Chattel Mortgage will be as security for all monies and liabilities now and from time to time in the future owing to State.

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

IT WAS THEN RESOLVED

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

TO: STATE SECURITIES PLC

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

Signature ........ Position in relation to the Company MD

Name of Signatory CHRIS PERRY Date 13 - 6 - 13

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## TERMS OF THE SUPPLEMENTAL CHATTEL MORTGAGE

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

BETWEEN:

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

1. **Definitions**

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

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

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

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

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

**Holding Company** means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary;

**Lease Purchase Agreement** means the lease purchase agreement entered into on or about the date of this Deed in respect of the Assets;

**Non-Vesting Assets** means all or any of the Assets which are to be or have purportedly been sold by the Company to State and where, for whatever reason, title to the Asset or Assets concerned fails (or is held to have failed) to vest absolutely and effectively in State;

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

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

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

**Transaction** has the meaning given in the attached minutes.

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

The Company covenants that it will pay to State on demand and without deduction or set off all monies now or from time to time due, owing or incurred by the Company to State including (but not limited to) under or pursuant to the Lease Purchase Agreement or in respect of the Transaction and all other monies and liabilities covenanted to be paid under this Deed or arising under any other finance agreement of any kind entered into between State and the Company and whether owing as principal or as surety, whether alone or jointly and/or severally, whether present or future, whether monetary or non-monetary, actual or contingent and liquidated or unliquidated.

3. **Security**

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

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

3.3 As further security for the Secured Obligations, the Company with full title guarantee charges in favour of State by way of fixed equitable charge:

3.3.1 all Non-Vesting Assets which are not owned by either State or the Company on the date of this Deed and which the Company subsequently acquires;

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

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

4. **Covenants by the Company**

The Company covenants with State as follows:

4.1 To comply in respect of the Non-Vesting Assets with all of the covenants, undertakings and indemnities set out in the Lease Purchase Agreement as if repeated, mutatis mutandis, in this clause 4.1.

4.2 Not to grant (or permit to be created) any further mortgage, charge, pledge, assignment or encumbrance of or over the Charged Property (including any charge of land on which the Non-Vesting Assets may be situate) other than in favour of

State, or to sell, let, hire, part with possession of or otherwise dispose of the Non-Vesting Assets or any interest in them or to attempt to do any of such things or to do or omit to do anything which could in any way prejudice the security of State under this Deed in each and every case without having first obtained the express written consent of State;

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

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

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

4.6 To confirm the location of the Non-Vesting Assets upon being requested to do so by State and, in any event, not to permit the Non-Vesting Assets to be taken outside of Great Britain.

**5. Default by the Company re repair and insurance**

5.1 If at any time the Company shall not keep the Non-Vesting Assets in such state of repair as specified in the Lease Purchase Agreement (and as incorporated by reference by clause 4.1 of this Deed), State may, (but without being under any obligation to do so), put or keep the Non-Vesting Assets in repair (with power to enter onto any premises at which the Assets are located for that purpose).

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

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

**6. Power of sale and exclusion of Law of Property Act provisions**

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

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

**7. Appointment of receiver and enforcement**

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

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

7.1.2 To carry on manage or concur in carrying on and managing the business of the Company or any part of it in so far as the same relates to the Charged Property, to perform any obligation of the Company relating to such matters, to exercise all rights, duties and powers of the Company in connection with the Charged Property, to institute and defend legal proceedings, to give and receive notices, to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Property;

7.1.3 Without the restrictions imposed by section 103 of the Law of Property Act 1925, to sell or concur in selling, exchange, lease, hire, charter, licence, call in, collect and convert into money or otherwise dispose of the Charged Property on such terms as State or any Receiver may think fit and to use the same for any purpose that State or the Receiver may think fit;

7.1.4 To make any arrangement or compromise which State or any Receiver shall think expedient;

7.1.5 To appoint managers, agents, officers, employees, and workmen for any of the purposes described in this clause 7.1 or to guard or protect the Non-Vesting Assets at such salaries and for such periods as State or any Receiver may determine;

7.1.6 To sever and sell the Non-Vesting Assets separately from any property to which they may be annexed;

7.1.7 To do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers described in this clause 7.1 and which any Receiver lawfully may or can do as agent for the Company or which State lawfully may or can do as mortgagee.

7.1.8 In the case of a Receiver to do anything or exercise any power which State could do or exercise as mortgagee; and

7.1.9 To exercise all powers in relation to the Charged Property which are or would be exercisable by an administrative receiver and which are set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver or could as a matter of law be appointed as one) and without being restricted in any way by any of the other provisions of this clause 7.1.

7.2 All monies received by State or by any Receiver shall be applied firstly in payment of the Receiver's remuneration and the costs of realisation (including all costs incurred directly or incidentally in the exercise of the powers conferred by this Deed, secondly in payment of all sums (if any) payable by statute in preference to sums secured by this Deed), thirdly in or towards payment of all or any of the matters referred to in paragraphs (i) - (iv) of sub-section 109(8) Law of Property Act 1925 as the Receiver in his absolute discretion shall decide and fourthly in or towards satisfaction of the Secured Obligations. Sub-section 109(8) of the Law of Property Act 1925 is otherwise excluded.

7.3 Any Receiver shall be deemed to be the agent or agents of the Company and the Company shall be solely responsible for his or their acts or defaults and for his or their remuneration, which State may from time to time fix without being subject to the restrictions set out in section 109 of the Law of Property Act 1925. Such agency shall continue until the Company shall go into liquidation and thereafter any Receiver shall act as principal and not as the agent of the Company.

7.4 Neither State nor any Receiver shall be under any obligation to do anything to enforce the obligations of any person, and shall not be liable to the Company for any loss or damage caused by omission so to do.

7.5 If any Receiver shall in the exercise of his powers authorities and discretions conform to the directions and regulations from time to time given and made by State then State shall not be responsible for any loss occasioned as a result. State and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner any right, power, authority or discretion conferred on it by this Deed. Neither State nor any Receiver will be in any way liable directly or responsible to the Company for any loss or liability arising from any act, omission or misconduct of any such delegate.

7.6 No purchaser, mortgagee or other person dealing with State or any Receiver shall be concerned to enquire whether any power exercised or purported to be exercised by it or him has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by or other dealing with State or any Receiver but any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

7.7 At any time after State has demanded payment of any amount or liability secured by this Deed the Company will allow State and/or any Receiver to take possession of the Charged Property and for that purpose to enter on any premises where the Charged Property is situated (or State or its Receiver has reason to believe may or could be situated) without incurring any liability to the Company for or by reason of such entry.

**8. Continuing security**

8.1 This security shall be a continuing security and shall not be considered satisfied, discharged or redeemed by any intermediate payment or satisfaction of the whole or any part of the monies and obligations due, owing or incurred to State by the Company.

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

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

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

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

10.1 As security for the performance of its obligations and liabilities under this Deed the Company irrevocably appoints each of the persons specified in clause 10.2 severally to be the attorney of the Company and on its behalf and as its act or deed or otherwise to execute and deliver in the name of the Company all deeds and documents and perform all acts required to be performed by the Company under this Deed and (after a demand has been served on the Company for payment of amounts secured by this Deed) which State or any Receiver require be done in order to facilitate the enforcement of the security created by this Deed or which the Company could do in relation to the Charged Property. Any such attorney will only exercise their respective rights under this clause 10 after demand for payment of the Secured Obligations has been made. This will include payment of any insurance premiums and all other sums covenanted to be paid by the Company to third parties under the terms of this Deed which will forthwith be recoverable by State from the Company and shall form part of the liabilities secured by this Deed.

10.2 The persons referred to in clause 10.1 are State, any person nominated in writing under the hand of any director or officer of State and any Receiver. No prior security held by State over the whole or any part of the Charged Property shall merge in or with the security created by this Deed.

10.3 The Company undertakes to execute and (if appropriate) register such deeds and documents and perform such acts as State or any Receiver may consider necessary or desirable for the purpose of vesting in State or in the Receiver title to the Non-Vesting Assets (including assignments by way of security of any of the insurances assigned by Clause 3.3 and notices of assignment in relation to those insurances) or otherwise perfecting or enforcing the security of State under the terms of this Deed.

**11. Exclusion of liability**

11.1 State, any Receiver, delegates and sub delegates shall not be liable to account to the Company for anything except State's own actual receipts or be liable to the Company for any loss or damage arising from any realisation by State, any Receiver, delegates or sub-delegates of the Charged Property or for any act, default, omission or negligence of any of the same in relation to the Charged Property.

11.2 Nothing in this clause 11 (or elsewhere in this Deed expressly including clause 20) shall exclude or limit liability for (or remedies arising in the event of) fraud

**12. Payments**

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

**13. Indemnity**

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

**14. Service of notices**

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

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

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

**15. Disclosure**

15.1 State may disclose and supply any information relating to the Company and to the matters referred to in this Deed to any trade register or credit reference agency, to any other mortgagee of the Assets and to any other company or person associated with State for the purposes of the business of State.

**16. Indulgence**

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

**17. Assignment and transfer**

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

**18. No prejudice to Lease Purchase Agreement**

Nothing in this Deed prejudices or affects the terms of the Lease Purchase Agreement. The Company agrees that it will comply with the terms of the Lease Purchase Agreement in all respects and irrespective of whether all or any of the Assets are Non-Vesting Assets and accordingly irrespective of whether State does or does not have title to the Assets as purportedly hired to the Company under the terms of the Lease Purchase Agreement. The Company will not be entitled to make any claim against State or be repaid any payment made to State under the Lease Purchase Agreement in respect of any Non-Vesting Assets.

**19. Severance**

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

**20. Entire agreement and exclusion of liability**

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

**21. Applicable law and jurisdiction**

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

**22. Construction**

22.1 In this Deed:

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

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

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

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

22.2 The Schedule above forms a part of this Deed.

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

State Securities

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

**Agreement No:** 033349/SS/HP

SCHEDULE (which forms part of this Deed of Supplemental Chattel Mortgage)

PARTICULARS OF COMPANY

**Company Name**
("The Company") Harper Environmental Limited

Company Reg. No 01866895

Full names of Directors
Christopher James Perry
Nicholas Herbert Harper

Address of Company
Cleveland, Carr Lane
Sutton on the Forest, York
North Yorkshire

Post Code YO61 1EY Telephone 01347 812205

Siting address for the Assets (if different)

Post Code Telephone

| PARTICULARS OF GOODS Please describe in full | Registration Number | Type/ Model | Chassis Number | Serial Number/ Engine Number | Date of Manufacture/ First Registered |
|---|---|---|---|---|---|
| | | | | | |
| As Per The Attached | Schedule of Goods | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SIGNATURES

WITNESS TO THE COMPANY'S SIGNATURE

Signature

Name Klara Hanrahan

Address BURLINGTON HOUSE
GRANGE DRIVE, HEDGE END
SOUTHAMPTON
SO30 2DF

Occupation Account Manager

Signature for and on behalf of STATE SECURITIES plc

Date 28/06/2013

**To: State Securities plc**
We confirm we have read and understood the Terms of the Deed set out below and before we signed this Deed of Supplemental Chattel Mortgage, all the details requiring completion were completed to our satisfaction.

EXECUTED and DELIVERED as a DEED on 28/06/2013
by the company acting by its authorised officers.

Director

Director/Company Secretary

Director's full name in block capitals
CHRISTOPHER JAMES PERRY

Director's/Secretary's full name in block capitals

The Signatories warrant that they have authority to bind the Company to this Deed.
**There must be two signatures: either two Directors or one Director and the Company Secretary.**

| | | |
|---|---|---|
| State Securities | SCHEDULE OF GOODS | Reference No: 033349/SS/HP |

This is the Schedule of Goods referred to in the agreement between STATE SECURITIES PLC and Harpers Environmental Limited

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| 1. | Make: Vauxhall Combo<br>Model: 1.7Di YOM: 2002 | Reg.No. VX02ZRP<br>Chassis W0L0XCF2523013126 |
| 2. | Make: Vauxhall Corsa<br>Model: 1.7 CDTi YOM: 2007 | Reg.No. YD57UGT<br>Chassis W0LVSDL087616743 |
| 3. | Make: Toyota Hilux<br>Model: HL2 D4D 4x4 Diesel 2.5 YOM: 2007 | Reg.No. NX57RWW<br>Chassis AHTFR22G306007353 |
| 4. | Make: Ford Transit<br>Model: 280 SWB 2.0 Diesel YOM: 2005 | Reg.No. BN55RFX<br>Chassis WF0VXXBDF5U25541 |
| 5. | Make: Ford Transit Connect<br>Model: T200 75 1.8 YOM: 2006<br>Tow Bar<br>Side Loading Door<br>Ply Lined | Reg.No. NG56NWN<br>Chassis WF0TXXTTPT6R88001 |
| 6. | Make: LDV Maxus<br>Model: 120 SWB CID YOM: 2007 | Reg.No. BX07MPU<br>Chassis SEYL1BFB20N203432 |
| 7. | Make: Ford Transit<br>Model: Tourneo 130 T280S YOM: 2007 | Reg.No. YK57UAZ<br>Chassis WF05XXBDF56R61045 |
| 8. | Make: Toyota Hilux<br>Model: HL2 D4D 2.5 Double cab Pickup YOM: 2008<br>Truckman Top Box<br>Tow Bar | Reg.No. NU58WCD<br>Chassis AHTFR22G006018410 |
| 9. | Make: Iveco Daily<br>Model: 35S12 MWB 2.3Hpi Van YOM: 2008 | Reg.No. YX58EVF<br>Chassis ZCFC358300D390061 |
| 10. | Make: Mitsubishi L200<br>Model: Double cab Pick Up 2.5 YOM: 2006 | Reg.No. NV55KJN<br>S/No. K74TJENDFT6<br>Chassis MMBJNK7406D004015 |
| 11. | Make: Iveco Daily<br>Model: 40C18 Crew Cab 3.0 Pick Up YOM: 2008<br>4.2 Tonne | Reg.No. YX08EWN<br>Chassis ZCFC40D0005744147 |
| 12. | Make: Volvo FH12-380 4x2<br>Model: 4x2 FH12 Shunter YOM: 1998<br>Yard Shunter | Reg.No. S461UWX<br>Chassis YV2A4B2A9XA287133 |

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| 13. Make: Foden Alpha 4000<br>Model: 8x4 Kaiser Vallely Recycler YOM: 1999<br>Vallely Tank **Serial#: TK1407**<br>Tank YOM 1998 | Reg.No. S726CNW<br>Chassis 451072 |
| 14. Make: Volvo FM12-420<br>Model: 8x4 Vallely Kaiser Recycler YOM: 2005<br>Vallely Tank **Serial#: TK832**<br>Vallely YOM 1994<br>Remounted Body | Reg.No. YJ55VXC<br>Chassis YV2JN60G05A605391 |
| 15. Make: Volvo FM12<br>Model: 8x4 Vallely Kaiser Recycler YOM: 2005<br>Vallely Recycler<br>Vallely Tank **Serial#: TK1721**<br>Stainless Steel | Reg.No. YJ55VXB<br>Chassis YV2JN60G25A596791 |
| 16. Make: DAF CF85<br>Model: 8x4 Mega-Whale Jet Vac YOM: 2008 | Reg.No. YX08WFF<br>Chassis XLRAD85MC0E780767 |
| 17. Make: DAF CF85 340<br>Model: 8x4 Vallely Combi Jet Vac YOM: 2000<br>Vallely Tank **Serial#: TK1523**<br>Vallely YOM 2000 | Reg.No. X511CBT<br>Chassis XLRAD85XC0E529053 |
| 18. Make: Foden S108R<br>Model: 8x4 Disab Dry Suction YOM: 1999 | Reg.No. V551JGU<br>Chassis 901241 |
| 19. Make: Foden Alpha 3000-405<br>Model: 8x4 Disab Dry Suction YOM: 1999<br>Disab model LN200/8/1812<br>Disab **Serial#: 399T9908**<br>Disab YOM 1999 | Reg.No. W164CVY<br>S/No. SFNS108ROXF900520<br>Chassis 900520 |
| 20. Make: Foden Alpha 3000<br>Model: 8x4 Vallely Vacuum Tanker YOM: 2002<br>Vallely 4000gal tanker<br>Vallely **Tank Serial#: TK1586**<br>Vallely YOM 2002 | Reg.No. YG02PTZ<br>S/No. SFNS108R02F904088<br>Chassis 004088 |
| 21. Make: Mercedes 18-20<br>Model: 4x4 Whale Tanker YOM: 1997<br>1800gal Tanker<br>Tank **Serial#: PB9/22646**<br>Tank YOM June 1997 | Reg.No. P827ACU<br>Chassis WDB6523262K233629 |
| 22. Make: Volvo FM9<br>Model: 6x2 Vallely Vac Tanker YOM: 2005<br>Vallely 3000gal Mild Steel Tank<br>Vallely Tank **Serial#: TK1727**<br>Vallely YOM 2007 | Reg.No. YJ05FUW<br>Chassis YV2JHN0D05A603308 |

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| 23. Make: Scania P310<br>Model: 6x2 Vacuum Tanker YOM: 2005<br>Vallely Tank **Serial#: TK1730**<br>Vallely YOM 2005<br>Mild Steel / Jet Vac<br>3000gal Mild Steel Tanker | Reg.No. YJ55EVY<br>S/No. YS2P6X40002008820<br>Chassis 2008820 |
| 24. Make: Mercedes Actros 25-46<br>Model: 6x2 Megaspace Artic YOM: 2005 | Reg.No. NK56AUU<br>Chassis WDB9342332L097097 |
| 25. Make: Volvo FM12<br>Model: 6x2 Sleeper Cab YOM: 2002 | Reg.No. YD52WUB<br>Chassis YV2J4CFC52A550390 |
| 26. Make: Volvo FM12<br>Model: 6x2 Sleeper Cab YOM: 2004 | Reg.No. YJ54BKE<br>Chassis YV2JN60C55A594885 |
| 27. Make: DAF CF85-480 FTP<br>Model: 6x2 Sleeper Cab YOM: 2006 | Reg.No. YX55ETZ<br>Chassis XLRTG85XC0E708687 |
| 28. Make: DAF CF85 460 FTP<br>Model: 6x2 Sleeper Cab YOM: 2008 | Reg.No. YX08WFG<br>Chassis XLRTG85MC0E807087 |
| 29. Make: DAF CF85 FTP 480<br>Model: 6x2 Sleeper Cab YOM: 2006 | Reg.No. YX55ETO<br>Chassis XLRTG85XC0E708681 |
| 30. Make: DAF CF85 FTP 460 Euro5<br>Model: 6x2 Sleeper Cab YOM: 2007 | Reg.No. YX57CWA<br>Chassis XLRTG85MCOE782245 |
| 31. Make: DAF CF85 FTP 480<br>Model: 6x2 Sleeper Cab YOM: 2006 | Reg.No. YX06AVW<br>Chassis XLRTG85XC0E709893 |
| 32. Make: MAN 8.163<br>Model: 4x2 Flat Bed + Crane YOM: 1999<br>With Bonfiglioli Crane | Reg.No. S549JRS<br>Chassis WMAL20Y100G135440 |
| 33. Make: DAF FACF65.220<br>Model: 4x2 Sleeper Cab YOM: 2002<br>c/w Bonfiglioli P15000L crane<br>24ft Flat Bed | Reg.No. BU51UVK<br>Chassis XLRAE65CC0E566716 |
| 34. Make: Volvo FM12 460<br>Model: 8x4 Simon Moos KSA Recycler YOM: 2005<br>KSA Dewatering Unit<br>**Serial#: 8292005** | Reg.No. YJ55FWX<br>Chassis YV2JND0G55A606962 |
| 35. Make: DAF CF85 FAD 410 Space Cab<br>Model: 8x4 Simon Moos KSA Recycler YOM: 2007<br>KSA Dewatering Unit<br>**Serial#: KSA9082007**<br>Kelsa Hi-Bar | Reg.No. YY57EAX<br>Chassis XLRAD85MC0E780337 |

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| 36. Make: DAF CF85 FAD 360<br>Model: 8x4 Hook Loader YOM: 2007<br>Multi Lift Hook Equipment<br>Type LHS32055<br>Prod no. S3205564411393<br>YOM 2006 | Reg.No. YX07BUF<br>Chassis XLRAD85MC0E748276 |
| 37. Make: DAF CF85 FAD 410<br>Model: 8x4 Disab High Lift YOM: 2007<br>Disab model LN200/8/1812HT<br>Disab **Serial#: 651T060G**<br>Disab YOM 2007<br>High Lift | Reg.No. YX07BUJ<br>Chassis XLRAD85MC0E747005 |
| 38. Make: DAF CF85 FAD 410 8x4<br>Model: Disab High Lift Dry Suction YOM: 2007<br>Disab Model LN200/8-812HT<br>Disab **Serial#: 646T0608**<br>Disab YOM 2007 | Reg.No. YX07BUO<br>Chassis XLRTG5MC0E747555 |
| 39. Make: AHP/Vallely Tanker<br>Model: AHP 38Ton 25000Ltr Vallely YOM: 2000<br>Vallely Tank **Serial#: TK1505**<br>Vallely YOM 2000<br>Liquid Ring<br>Fleet Name: MSTI | Chassis 14538 |
| 40. Make: Vallely Monocoque Tanker<br>Model: 5000gal Tri Axle YOM: 2001<br>5000gal Vacuum Tanker<br>Fleet Name: SS4 | Chassis VEBROR0089<br>MID C098916 |
| 41. Make: Vallely Tanker<br>Model: 5000gal Tri Axle YOM: 2004<br>Vallely 5000gal Tanker<br>**Tank Serial#: TK1564**<br>Fleet Name: SOLSAFE | MID C098917 |
| 42. Make: Vallely Tanker<br>Model: 5000gal Tri Axle YOM: 1994<br>Waste Water Trailer<br>Vallely **Tank Serial#: VE762**<br>Vallely YOM 1994 | Chassis SDCTA323SDC16722<br>MID AI80068 |
| 43. Make: SDC/Vallely Tanker<br>Model: 5000gal Tri Axle YOM: 1999<br>Vallely Tank **Serial#: TK 1450**<br>Yard use only. | Chassis SDCTP34R3AQA27871<br>MID C018238 |
| 44. Make: Vallely Tanker<br>Model: 5000gal Tri Axle YOM: 2001 | MID C098909 |

45. Make: Whale Vac Monococque Tanker — Chassis SA9SS303270103519
    Model: 5000gal Tri Axle YOM: 2007 — MID 243465
    Whale Tank **Serial#: P32519**
    ADR Spec

46. Make: Clayton Tipping Tanker — Chassis CC4126/08
    Model: 5000gal Tri Axle YOM: 2008 — MID C251911
    ADR Tri Axle Trailer
    Fleet Name SS13

47. Make: Clayton Aluminium Trailer — Chassis CC397306
    Model: 6000gal Tanker YOM: 2006 — MID C210481
    Tri Axle Aluminum Trailer
    Clayton Tank **Serial#: 397306**
    Fleet No AT17 (ALI 02)

48. Make: Sayers Vac Tanker — Chassis SRT5900
    Model: 5000gal Tri axle YOM: 2005 — MID C208870
    Vallely Model TRI WST
    Vallely **Serial#: 21008**
    Fleet Name UKT001

49. Make: Crane Fruehauf Tri axle — Chassis TDP181701
    Model: 5000gal Sayers Tanker YOM: 1975 — MID 22736375
    Converted by Sayers in 1999 to tanker
    Stainless Steel (Non Haz)
    Model 32BEF2EWH

50. Make: Sayers — MID C131318
    Model: 5000gal Tanker YOM: 2002
    Fleet Name UKT002

51. Make: Crane Fruehauf Tri Axle — Chassis SRT5893
    Model: 5000gal Sayers Tanker YOM: 1985 — MID C067124
    Stainless Steel Barrel
    Fleet name SS2
    Model SRT 00T-A

52. Make: Vallely Tanker — Chassis ROR00411
    Model: 5000gal tri axle YOM: 1997 — MID A255492
    Yard Storage clean water
    Vallely Tank **Serial#: TK1341**
    Fleet Name T14

53. Make: Clayton Tanker
    Model: 5000gal Tri Axle YOM: 2006
    Fleet Name UKT004

54. Make: Cartwright — MID C105713
    Model: Tri Axle Curtainsider YOM: 2002
    Fleet Name CS1

55. Make: Iveco Daily
    Model: 3.5Ton Panel Van 2.3Ltr YOM: 2008
    Jetting Unit 2.3LTR
    HATZ ENGINE 2L41C
    **HATZ Serial#: 624199003472**

    Reg.No. YX08EVG
    Chassis ZCFC358300D390060

56. Make: Iveco Daily 35C18
    Model: 3.5Ton Crew Cab Tipper YOM: 2007

    Reg.No. NX57FVC
    Chassis ZCFC35D1005685244