

MR01

Particulars of a charge

102 900 / £13



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

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

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

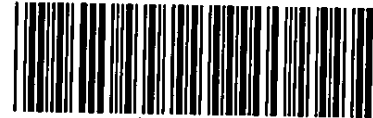
☒ **What this form is NOT for**
You may not use this form to
register a charge
instrument Use

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record



L38XXSUX

LD6

29/05/2014

#36

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 4 3 3 2 4 7 6

Company name in full Speedloan Finance Limited

For official use

7

→ 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 d1 d3 m0 m5 y2 y0 y1 y4

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 Lloyds Bank PLC

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

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Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

Charge over Bank Account

5

Fixed charge or fixed security

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

☒ **Yes**

☐ **No**

6

Floating charge

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

☐ **Yes** Continue

☒ **No** Go to **Section 7**

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

☐ **Yes**

7

Negative Pledge

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

☒ **Yes**

☐ **No**

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Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

DCA Piper

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Neil Riley

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland*
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4332476

Charge code: 0433 2476 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th May 2014 and created by SPEEDLOAN FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th May 2014.

Given at Companies House, Cardiff on 2nd June 2014



Companies House



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

DX

309938 03345668

DATED

13 May

2014

(1) SPEEDLOAN FINANCE LIMITED
as Chargor

- and -

(2) LLOYDS BANK PLC
as Lender

**CHARGE OVER BANK
ACCOUNT**



I CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 29 May 2014

SIGNED DLA Piper
DLA PIPER UK LLP

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THIS CHARGE OVER BANK ACCOUNT is made on

13 May

2014

BETWEEN:

- (1) **SPEEDLOAN FINANCE LIMITED**, a company incorporated and registered under the laws of England and Wales with number 04332476 with its registered office at 2nd Floor, 2 Burgage Square, Merchant Gate, Wakefield WF1 2TS ("**Chargor**"), and
- (2) **LLOYDS BANK PLC** ("**Lender**")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed the following terms have the following meanings

"**Account Balance**" means all monies at any time standing to the credit of the Security Account and

- (a) all interest at any time accrued or accruing on such monies,
- (b) all investments at any time made out of such monies or account, and
- (c) all rights to repayment of any of the same,

"**Act**" means the Law of Property Act 1925,

"**Business Day**" means a day, other than a Saturday, Sunday or a bank or public holiday, on which banks are open for business in England,

"**Default Rate**" means the rate which is 4% four per cent above the Lender's published base rate from time to time,

"**Party**" means a party to this Deed,

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Lender however incurred (including all monies covenanted to be paid under this Deed),

"**Security**" means the Security Interests created by or pursuant to this Deed,

"**Security Account**" means the account held with the Lender with account number [REDACTED], sort code [REDACTED] and designated the "LBP Re Speedloan Finance Limited" denominated in Sterling, together with

- (a) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same, and
- (b) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account),

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed,

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

1.2 Interpretation

1 2 1 Unless a contrary indication appears, any reference in this Deed to

1 2 1 1 the **"Chargor"** or the **"Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees,

1 2 1 2 **"including"** or **"includes"** means including or includes without limitation,

1 2 1 3 **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Chargor,

1 2 1 4 a provision of law is a reference to that provision as amended or re-enacted, and

1 2 1 5 the singular includes the plural and vice versa

1 2 2 References to clauses are to be construed, unless otherwise stated, as references to clauses of this Deed

1 2 3 Clause headings are for convenience only and shall not affect the construction of this Deed

1 2 4 Each undertaking of the Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period

1 2 5 If the Lender reasonably considers that any amount paid by the Chargor to the Lender is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed

1 2 6 The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

1.3 Third party rights

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed

2. COVENANT TO PAY

2.1 Covenant to pay

The Chargor covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due

2.2 Default interest

2 2 1 Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full at the Default Rate

2 2 2 Default interest will accrue from day to day and will be compounded at such intervals as the Lender states are appropriate

3. GRANT OF SECURITY

3.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to this Deed are created or made

3 1 1 in favour of the Lender,

3 1 2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

3 1 3 as continuing security for payment of the Secured Obligations

3.2 Fixed charge

The Chargor charges and agrees, by way of first fixed charge, to charge all its present and future right, title and interest in and to the Security Account and the Account Balance

3.3 Notice

This Deed constitutes notice to the Lender of the Security but this shall not prohibit the Lender from exercising any rights of set-off against the Account Balance or otherwise enforcing this Deed

4. CONTINUING SECURITY

4.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

4.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold for any Secured Obligation

4.3 Right to enforce

This Deed may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it

5. DEPOSIT CONDITIONS

5.1 Non-assignability

No monies at any time standing to the credit of any account (of any type and however designated) with the Lender of the Chargor or in which the Chargor has an interest and no rights and benefits relating thereto are capable of being assigned to any third party or being the subject of any Security Interest except with the prior written consent of the Lender

5.2 Overriding provisions of this Deed

If there is any inconsistency between the terms on which all or any part of the Account Balance may have been deposited and any provision of this Deed, the provision of this Deed shall prevail

5.3 Conditional repayment

Notwithstanding any other terms on which monies may have been deposited in the Security Account, it is a condition of that deposit that, until the end of the Security Period, the Account Balance shall not be repayable (in whole or in part) nor shall it constitute a debt owed by the Lender to the Chargor or any other person. The Lender may (in its sole discretion) at any time and from time to time, regard the whole or any part of the Account Balance as due and payable

5.4 Interest on the Account Balance

5.4.1 Interest will accrue on the monies standing to the credit of the Security Account as may be determined from time to time by the Lender in its absolute discretion

5.4.2 Interest shall be credited to the Security Account at such times as the Lender shall determine

6. REPRESENTATIONS

6.1 General

The Chargor makes the representations and warranties set out in this clause 6 to the Lender

6.2 No Security Interests

The Security Account and the Account Balance are beneficially owned by the Chargor free from any Security Interest other than as created by this Deed

6.3 No avoidance

This Deed creates the Security Interests which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise

6.4 Ownership of Security Account and Account Balance

The Chargor is the sole legal and beneficial owner of the Security Account and the Account Balance

6.5 No proceedings pending or threatened

No litigation, arbitration or administrative proceeding has currently been started or threatened in relation to either the Security Account or the Account Balance

6.6 Time when representations made

All the representations and warranties in this clause 6 are made by the Chargor on the date of this Deed

7. UNDERTAKINGS BY THE CHARGOR

7.1 Restrictions on dealing

The Chargor shall not do or agree to do any of the following without the prior written consent of the Lender

7.1.1 create or permit to subsist any Security Interest on the Security Account or the Account Balance other than as created by this Deed, or

7.1.2 sell, transfer, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in the Security Account or the Account Balance

7.2 No withdrawals

The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the Account Balance without the prior written consent of the Lender. The Lender shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer

7.3 No variation of terms

The Chargor shall not, without the prior written consent of the Lender, permit or agree to any variation of the rights attaching to the Security Account or the Account Balance

7.4 Compliance with obligations

The Chargor shall comply in all material respects with all obligations in relation to the Security Account and the Account Balance under any present or future law, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or other approvals, licences or consents

7.5 Information

The Chargor shall provide the Lender with all information which it may reasonably request in relation to the Security Account or the Account Balance

7.6 Not prejudice

The Chargor shall not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of the Security Account or the Account Balance (or make any omission which has such an effect)

8. POWER TO REMEDY

8.1 Power to remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all things (including entering the property of the Chargor) which are necessary or desirable to rectify that default

8.2 Mortgagee in possession

The exercise of the powers of the Lender under this clause 8 shall not render it liable as a mortgagee in possession

8.3 Monies expended

The Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 8, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*)

9. SET-OFF

9.1 Application of monies in the Security Account

The Lender is irrevocably authorised at any time without notice to the Chargor to apply any monies standing to the credit of the Security Account against any Secured Obligation which is due and payable

9.2 Set-off

9.2.1 The Lender may (but shall not be obliged to) at any time set off any obligation which is due and payable by the Chargor and unpaid against any obligation (whether or not matured) (including the Account Balance) owed by the Lender to the Chargor regardless of the place of payment, booking branch or currency of either obligation or the Account Balance

9.2.2 At any time after the Security has become enforceable (and in addition to its rights under clause 9.1 (*Application of monies in the Security Account*) and clause 9.2.1), the Lender may (but shall not be obliged to) set-off any contingent liability owed by the Chargor against any obligation (whether or not matured) owed by the Lender to

the Chargor, regardless of the place of payment, booking branch or currency of either obligation

9 2 3 If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

9 2 4 If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation

10. TIME DEPOSITS

10.1 Time deposits

Any agreement that all or part of the Account Balance is to be held on fixed time deposit shall be for the purpose of calculation and payment of interest only and will not prejudice the rights of the Lender under this Deed or preclude or delay the Lender from exercising any of those rights

10.2 Termination of time deposit

The Lender may unilaterally terminate any such fixed time deposit period at any time after the Security has become enforceable and adjust any interest payable by the Lender accordingly

10.3 Renewal of time deposits

Without prejudice to clause 9 (*Set-off*), if any time deposit matures on the Security Account at a time within the Security Period when

10 3 1 this Security has become enforceable, and

10 3 2 no amount of the Secured Obligations is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Lender in its absolute discretion considers appropriate unless the Lender otherwise agrees in writing

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 When enforceable

This Security shall become immediately enforceable upon any sums becoming due to the Lender

11.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after any sums become due to the Lender

11.3 Enforcement

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Security in such manner as it sees fit

12. ENFORCEMENT OF SECURITY

12.1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Security.

12.2 Powers of Lender

At any time after the Security becomes enforceable, the Lender may without further notice (unless required by law)

12.2.1 withdraw, apply, transfer or set off all or any part of the Account Balance to make payment or other discharge of any Secured Obligation, and/or

12.2.2 sell or otherwise dispose of all or any part of the Security Account or the Account Balance or exercise all or any powers conferred on mortgagees by the Act (as amended or extended by this Deed), and/or

12.2.3 exercise in relation to the Security Account or the Account Balance (or any part of any of them) all such powers and rights as it would be capable of exercising if it were the absolute owner of the Security Account or the Account Balance, and/or

12.2.4 give valid receipts for the Account Balance and do all such other things as may seem to it to be incidental or conducive to any other power vested in it or necessary or desirable for the realisation of the Security Account or the Account Balance.

12.3 Redemption of prior mortgages

At any time after the Security has become enforceable, the Lender may

12.3.1 redeem any prior Security Interest against any Security Asset, and/or

12.3.2 procure the transfer of that Security Interest to itself, and/or

12.3.3 settle and pass the accounts of the holder of any prior Security Interest and any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand.

12.4 Privileges

12.4.1 The Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.

12.4.2 To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and Lender shall have the right after this Security has become

enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations

12 4 3 For the purpose of clause 12 4 2, the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

12.5 No liability

12 5 1 The Lender shall not be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its powers (unless such loss or damage is caused by its gross negligence or wilful misconduct)

12 5 2 Without prejudice to the generality of clause 12 5 1, the Lender shall not be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

12.6 Protection of third parties

No person (including a purchaser) dealing with the Lender or its agents will be concerned to enquire

12 6 1 whether the Secured Obligations have become payable, or

12 6 2 whether any power which the Lender is purporting to exercise has become exercisable, or

12 6 3 whether any money remains due under any document, or

12 6 4 how any money paid to the Lender is to be applied

13. APPLICATION OF PROCEEDS

13.1 Application

All monies received by the Lender under or in connection with this Deed or the Security Assets (or standing to the credit of the Security Account) after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Security) be applied in the following order

13 1 1 *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Lender,

13 1 2 *secondly*, in or towards the satisfaction of the remaining Secured Obligations, and

13 1 3 *thirdly*, in payment of any surplus to the Chargor or other person entitled to it

13.2 Contingencies

If the Security is enforced at a time when no amounts are due to the Lender (but at a time when amounts may become so due), the Lender may pay the proceeds of any recoveries effected by it into a blocked suspense account

14. DELEGATION

The Lender may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which it may think fit. The Lender shall not be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

15. FURTHER ASSURANCES

The Chargor shall, at its own expense, promptly take whatever action the Lender may require for

15.1.1 creating, perfecting or protecting the Security Interests intended to be created by this Deed, and

15.1.2 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Lender or any of its delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Lender or to its nominees, the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient

16. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under clause 15 (*Further assurances*). The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

17. PAYMENTS

17.1 Payments

Subject to clause 17.2 (*Gross-up*), all payments to be made by the Chargor in respect of this Deed shall be made

17.1.1 in immediately available funds to the credit of such account as the Lender may designate, and

17.1.2 without (and free and clear of, and without any deduction for or on account of)

17.1.2.1 any set-off or counterclaim, or

17.1.2.2 except to the extent compelled by law, any deduction or withholding for or on account of Tax

17.2 Gross-up

If the Chargor is compelled by law to make any deduction or withholding from any sum payable under this Deed to the Lender the sum so payable by the Chargor shall be increased so as to result in the receipt by the Lender of a net amount equal to the full amount expressed to be payable under this Deed

18. STAMP DUTY

The Chargor shall:

18 1 1 pay all present and future stamp, registration and similar Taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed, or any judgment given in connection therewith, and

18 1 2 indemnify the Lender on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges

19. COSTS AND EXPENSES

19.1 Transaction and amendment expenses

The Chargor shall promptly on demand pay to the Lender the amount of all costs, charges and expenses (including, without limitation, legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) incurred by the Lender in connection with

19 1 1 the negotiation, preparation, printing, execution, registration, perfection and completion of this Deed, the Security or any document referred to in this Deed, or

19 1 2 any actual or proposed amendment or extension of, or any waiver or consent under, this Deed

19.2 Enforcement and preservation costs

The Chargor shall promptly on demand pay to the Lender the amount of all costs, charges and expenses (including, (without limitation) legal fees (and any VAT or similar Tax thereon)) incurred by it 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 or the Security

19.3 Default interest

Any amount demanded under clause 19 1 (*Transaction and amendment expenses*) or 19 2 (*Enforcement and preservation costs*) shall bear interest at the Default Rate (both before and after judgment) from the day on which those costs, charges or expenses were paid, incurred or charged by the relevant person and otherwise in accordance with clause 2 2 (*Default interest*)

20. CURRENCIES

20.1 Conversion

All monies received or held by the Lender under this Deed may be converted from their existing currency into such other currency as the Lender considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Spot Rate of Exchange. The Chargor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. The Lender shall not have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

21. INDEMNITY

The Chargor shall indemnify the Lender and any attorney, agent or other person appointed by the Lender under this Deed and the Lender's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising) incurred by any Indemnified Party as a result of or in connection with

21.1.1 anything done or omitted in the exercise or purported exercise of the powers contained in this Deed,

21.1.2 the Security Assets or the use or holding of them by any person, or

21.1.3 any breach by the Chargor of any of its obligations under this Deed.

22. MISCELLANEOUS

22.1 Appropriation and suspense account

22.1.1 The Lender may apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations as it thinks fit. Any such appropriation shall override any appropriation by the Chargor.

22.1.2 All monies received, recovered or realised by the Lender under, or in connection with, this Deed may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate, if any, as the Lender may determine for the account of the Chargor) without the Lender having any obligation to apply such monies and interest or any part thereof in or towards the discharge of any of the Secured Obligations.

22.2 New accounts

If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security Interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, it may open a new account or accounts for the Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice. As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

22.3 Changes to Parties

22.3.1 The Chargor may not assign any of its rights under this Deed.

22.3.2 The Lender may assign or transfer or grant participations in all or any part of its rights under this Deed. The Chargor shall, immediately upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

22.4 Amendments and waivers

Any provision of this Deed may be amended only if the Lender and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender 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.

22.5 Calculations and certificates

A certificate of the Lender specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Chargor in the absence of manifest error.

22.6 Waiver, rights and remedies

No failure to exercise, nor any delay in exercising, on the part of the Lender any right or remedy under this Deed 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 are cumulative and not exclusive of any rights or remedies provided by law.

23. NOTICES

23.1 Communications in writing

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 (but not by email).

23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is

23.2.1 in the case of the Chargor, that identified with its name below, and

23.2.2 in the case of the Lender, that identified with its name below,

or any substitute address, fax number or department or officer as the Chargor or the Lender may notify to the other Party by not less than five Business Days' notice.

23.3 Delivery

23.3.1 Subject to clause 23.3.2 any communication or document made or delivered by one Party to another under, or in connection with, this Deed will only be effective

23.3.1.1 if by way of fax, when received in legible form, or

23.3.1 If by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 23.2 (*Addresses*), if addressed to that department or officer

23.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the signature of the Lender below (or any substitute department or officer as the Lender shall specify for this purpose)

23.4 No deemed notice to Lender

Any notice to the Lender shall be deemed to have been given only on actual receipt by the Lender

24. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any 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

25. RELEASE

25.1 Release

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security

25.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

26. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed

27. GOVERNING LAW


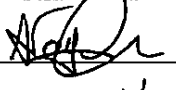
This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

IN WITNESS of which this Deed has been duly executed by the Chargor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed

EXECUTION PAGE

THE CHARGOR


Executed as a deed, but not delivered until the)
first date specified on page 1, by SPEEDLOAN)
FINANCE LIMITED acting by)

Director 
Witness signature 
Witness name ASHLEY VAGHELA
Witness address 2ND FLOOR, 2 BURGAGE SQUARE
WAKEFIELD
W. YORKS WF1 2TS

Address: 2nd Floor
2 Burgage Square
Merchant Gate
Wakefield WF1 2TS

Facsimile No:

THE LENDER

Signed by DAVID COLE for)
and on behalf of LLOYDS BANK PLC) Signature 
Address: FIRST FLR, PRINCESS HOUSE, 1 SUTTON WAY
LONDON EC4R 0AX
Facsimile No: 0207 489 3053
Attention: Pam Robinson
BSV MID-MARKETS