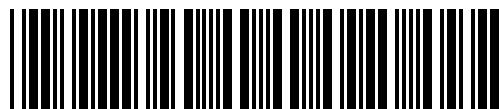




**Registration of a Charge**

Company Name: **KME SERVICE CENTRE UK LIMITED**

Company Number: **05169749**



XC5JJDFD

Received for filing in Electronic Format on the: **12/06/2023**

**Details of Charge**

Date of creation: **09/06/2023**

Charge code: **0516 9749 0005**

Persons entitled: **FACTOFRANCE**

Brief description:

**Contains fixed charge(s).**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BRYAN CAVE LEIGHTON PAISNER LLP**



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

Company number: 5169749

Charge code: 0516 9749 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2023 and created by KME SERVICE CENTRE UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2023 .

Given at Companies House, Cardiff on 15th June 2023

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**

We hereby certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Bryan Cave Leighton Paisner  
12/6/23

DATED 9th June 2023

Bryan Cave Leighton Paisner  
Governors House  
5 Laurence Pountney Hill  
London EC4R 0HH

**KME SERVICE CENTRE UK LIMITED**  
as Chargor

**FACTOFRANCE**  
as Factor

**Charge over Debts and Collection Accounts**

BRYAN  
CAVE  
LEIGHTON  
PAISNER **BLP**

**Bryan Cave Leighton Paisner LLP**  
Governor's House 5 Laurence Pountney Hill London EC4R 0BR  
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**DATED** 9th June 2023

## **PARTIES**

- (1) **KME SERVICE CENTRE UK LIMITED**, a company incorporated in England under company number 05169749 with registered address at Unit 6 Rabone Park, Rabone Lane, Smethwick, West Midlands, B66 2NN (the "**Chargor**")
- (2) **FACTOFRANCE**, a company incorporated under the laws of France as a société anonyme and licensed as a établissement de crédit, whose registered office is located at Tour D2, 17 bis place des Reflets, 92988 Paris-La Défense Cedex, France, registered with the Trade and Companies Registry of Nanterre under number 063 802 466 (the "**Factor**")

## **BACKGROUND**

- (A) The Chargor has entered into this Deed in connection with the Finance Documents and in order to grant security over the Charged Debts and Associated Rights, the Collection Accounts and the Deposits and any other debt represented by the Collection Accounts (each such term as defined below).
- (B) It is intended that this Deed take effect as a deed notwithstanding the fact that a party may only execute this Deed under hand.

## **OPERATIVE PROVISIONS**

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Deed:

"**Account Bank**" means the bank referred to in Clause 6.1 (*Initial Account Bank*) or such other bank determined in accordance with Clause 6.2 (*Change of Account Bank*).

"**Account Bank Longstop Date**" has the meaning given to it in the Master Agreement.

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

"**Associated Rights**" has the meaning given to it in the English Factoring Agreement.

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

"**Charged Debt**" means any Transferable Debt or a Potentially Protected Debt which is transferred or purportedly transferred by the Chargor to the Factor under the English Factoring Agreement but which fails to vest in the Factor for any reason.

"**Collection Account**" means each of:

- (a) the Sterling account held at IBAN [REDACTED] opened in the name of the Chargor with the Account Bank; and

- (b) the Euro account IBAN [REDACTED] opened in the name of the Chargor with the Account Bank,

as such account may be renumbered or re-designated from time to time.

**"Declared Default"** means an Event of Default in respect of which any notice has been served by the Factor in accordance with clause 13.15 (*Consequences of Events of Default*) of the Master Agreement.

**"Deposits"** means all monies from time to time standing to the credit of the Collection Accounts together with all rights and benefits accruing to or arising in connection with the Collection Accounts (including, but not limited to, any entitlements to interest, all investments at any time made out of such monies or account and all rights to repayment of any of the same).

**"Discharge Date"** means the date on which all of the Secured Liabilities have been irrevocably paid and discharged in full and the Factor is not under any obligation to purchase any Debts pursuant to the English Factoring Agreement.

**"Event of Default"** has the meaning given to that term in the Master Agreement.

**"English Factoring Agreement"** means the non-recourse factoring agreement dated on or about the date of this Deed between the Chargor and the Factor.

**"Finance Documents"** has the meaning given to that term in the Master Agreement.

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

**"Receiver"** means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under this Deed.

**"Secured Liabilities"** means:

- (a) in the case of the Security created under Clause 3.1 (*Creation of Security*), all obligations and liabilities of the Chargor to assign the Charged Debts to FactoFrance under clause 2 (*Assignment of Transferable Debts*) of the English Factoring Agreement and in accordance with the warranties and undertakings set out in clauses 10 (*Warranties Relating to Debts*) and 11 (*Undertakings Relating to Debts*) of the English Factoring Agreement and any losses which are incurred by FactoFrance under the Finance Documents that result from the Chargor's failure to do so, or which, but for such failure, could have been met from the proceeds thereof; and
- (b) in the case of the Security created under Clause 3.2 (*Creation of Security*), all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Factor under any Finance Document, together with all interest (including, without limitation, default interest) accruing in respect of those obligations and liabilities.

**"Security"** means any Security Interest (as defined below) created, evidenced or conferred by or pursuant to this Deed.

**"Security Assets"** means all assets of the Chargor which are subject to this Security.

**"Security Period"** means the period beginning on the date of this Deed and ending on the Discharge Date.

## 1.2 **Construction**

Unless a contrary intention appears:

- (a) capitalised terms defined in the English Factoring Agreement (including by way of incorporation therein) have, unless expressly defined in this Deed, the same meaning in this Deed;
- (b) any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period and is given for the benefit of the Factor;
- (c) if the Factor reasonably considers that an amount paid to the Factor under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed;
- (d) unless the context otherwise requires, a reference to a Security Asset includes:
  - (i) any part of that Security Asset;
  - (ii) the proceeds of sale of that Security Asset; and
  - (iii) any present and future assets of that type;
- (e) this Deed, a Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments (however fundamental) to this Deed, that Finance Document or other document, including any amendment providing for any increase (however great) in the amount of a facility or any additional facility (however great);
- (f) the Chargor, the Factor or a Receiver includes any or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted);
- (g) the Factor or a Receiver (except for the references in Clause 13 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
- (h) a person includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
- (i) the words include(s), including and in particular shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (j) liabilities includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;

- (k) the words other and otherwise shall not be construed ejusdem generis with any preceding words where a wider construction is possible; and
- (l) a Clause or Schedule is to be construed as a reference to the relevant Clause of, or Schedule to, this Deed.

### 1.3 **Certificates**

A certificate of the Factor setting forth the amount of any of the Secured Liabilities shall, in the absence of manifest error, be prima facie evidence of such amount.

## 2 **COVENANT TO PAY**

The Chargor shall pay to the Factor and discharge the Secured Liabilities in the manner provided for in the Finance Documents.

## 3 **CREATION OF SECURITY**

3.1 The Chargor, with full title guarantee and as a continuing security in favour of the Factor for the payment, discharge and performance of all the Secured Liabilities, charges by way of first fixed charge to the Factor all of its present and future right, title and interest in and to the Charged Debts and Associated Rights. This Security shall not extend to Charged Debts and Associated Rights which are retransferred by the Factor to the Chargor in accordance with any clauses of the English Factoring Agreement and in respect of which the Chargor has irrevocably paid in full to the Factor the relevant retransfer price pursuant to the terms of the English Factoring Agreement.

3.2 The Chargor, with full title guarantee and as a continuing security in favour of the Factor for the payment, discharge and performance of all the Secured Liabilities, charges by way of first fixed charge all of its present and future right, title and interest in and to the Collection Accounts, the Deposits and any other debt represented by the Collection Accounts.

### 3.3 **Trust**

If or to the extent that the charge created in this Clause 3 (*Creation of Security*) is ineffective, the Chargor holds all of its present and future right, title and interest in and to the Collection Accounts, the Deposits and any other debt represented by the Collection Accounts on trust for the Factor.

## 4 **REPRESENTATIONS – GENERAL**

### 4.1 **Nature of Security**

In entering into this Deed the Factor has relied on the representations of the Chargor that, and the Chargor represents and warrants to the Factor that, subject to the Reservations:

- (a) this Deed creates those Security Interests it purports to create (unless failure to create such Security Interest is due to the law governing the Security Asset or the laws of the jurisdiction of incorporation of the Chargor preventing creation of the Security Interest);
- (b) this Deed is its legally binding, valid and enforceable obligation.



## 4.2 **Security Assets**

The Chargor represents and warrants to the Factor that:

- (a) the Chargor is the legal owner of the Security Assets; and
- (b) each of the Security Assets is free from:
  - (i) any Security Interest (other than any Security Interest created by this Deed and any Security Interest subordinated under the terms of the Intercreditor Agreement or permitted under the terms of the Finance Documents); and
  - (ii) any interests, rights or claims of any third parties other than those permitted under the Finance Documents.

## 4.3 **Times for making representations**

The representations and warranties set out in this Deed (including in this Clause 4 (*Representations – General*)) are made by the Chargor on the date of this Deed and each such representation and warranty is deemed to be repeated at the same times as the Repeating Representations are repeated under the Master Agreement.

## 5 **GENERAL UNDERTAKINGS**

### 5.1 **Duration**

The undertakings in this Clause 5 (*General undertakings*) shall remain in force throughout the Security Period.

### 5.2 **Security Assets**

5.2.1 Subject to Clause 5.2.2 below, the Chargor shall, upon request by the Factor, deliver to, and deposit with, the Factor all certificates and other documents or copies thereof evidencing or relating to the Security Assets or, as the Factor may direct, shall deliver and/or deposit such documents other than directly to the Factor upon the Factor's reasonable request.

5.2.2 The Chargor, at its own expense, shall:

- (a) get in and realise the Charged Debts and Associated Rights (where applicable) in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into the Collection Accounts if required in accordance with Clause 5.2.2(b) below) upon trust for the Factor; and
- (b) save to the extent that the Factor otherwise agrees, pay the proceeds of the getting in and realisation of Charged Debts and Associated Rights (where applicable) into the Collection Accounts.

5.2.3 After the occurrence of an Event of Default, the Chargor authorises the Factor to:

- (a) complete, execute and serve any demands, notices and certificates as the Factor considers appropriate in order to realise the Charged Debts and Associated Rights (where applicable); and

- (b) in the case of negotiable instruments, endorse all documents necessary to constitute the Factor as the holder of the documents relating to the Charged Debts and Associated Rights (where applicable).
- 5.2.4 The Chargor shall not take any action which would reasonably be expected to jeopardise the existence or enforceability of the Security Assets.
- 5.3 **Third party claims**

The Chargor shall promptly inform the Factor of any claim or notice relating to the Charged Debts and Associated Rights (where applicable) which it receives from any third party.
- 5.4 **Negative pledge and restrictions on dealing**

The Chargor shall not:

  - (a) create, purport to create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by this Deed; or
  - (b) sell, assign, transfer, novate, part with possession of, grant any interest over, lease or otherwise dispose of any Security Asset to any third party,

in each case unless otherwise consented to in writing by the Factor or otherwise provided in this Deed or in the other Finance Documents.
- 6 **COLLECTION ACCOUNTS**
- 6.1 **Initial Account Bank**

The Collection Accounts must be maintained at an Account Bank approved by the Factor. The initial Account Bank for the Chargor is National Westminster Bank.
- 6.2 **Change of Account Bank**
- 6.2.1 The Account Bank may be changed to another bank approved by the Factor if the Chargor and the Factor so agree in writing.
- 6.2.2 Any change of Account Bank shall only become effective when the proposed new Account Bank agrees with the Factor and the Chargor, in a manner satisfactory to the Factor, to fulfil the role of the Account Bank under this Deed by delivering a signed acknowledgement to a notice substantially in the form of those set out in Schedule, Part 1 (*Notice to Account Bank*) and Schedule, Part 2 (*Acknowledgement of Account Bank*) of Schedule (*Forms of letter for Collection Accounts*), or as otherwise agreed by the Factor.
- 6.2.3 If there is a change of Account Bank, the net amount (if any) standing to the credit of the Collection Accounts maintained with the old Account Bank will be transferred to the corresponding Collection Accounts maintained with the new Account Bank immediately upon the appointment taking effect and the Chargor hereby irrevocably gives all authorisations and instructions necessary for any such transfer to be made.
- 6.2.4 The Chargor must, within five Business Days of being so requested by the Factor or such other period as agreed by the Factor and the Chargor, take any action which the Factor may reasonably require to facilitate a change of Account Bank pursuant to Clause 6.2.1 and any transfer of credit balances (including the execution of bank

mandate forms) and the Factor is hereby irrevocably constituted as the Chargor's attorney to do any such things should the Chargor fail to do so.

### 6.3 **Withdrawals**

- 6.3.1 Except with the prior consent of the Factor or as provided below, the Chargor may not withdraw or transfer (or attempt or be entitled to withdraw or direct the transfer of) all or any part of the Deposits from the Collection Accounts until the Security Period has expired.
- 6.3.2 The Chargor may not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the Security held by the Factor or materially diminish the value of the Deposits or the effectiveness of the Security Interests created by this Deed (including without limitation), closing the Collection Accounts.
- 6.3.3 The Chargor must, at the request of the Factor, give an instruction to the Account Bank to pay all Deposits on a daily basis to such account as may be specified by the Factor and procure that such instruction is acknowledged by the Account Bank.
- 6.3.4 The Factor (or a Receiver) may withdraw amounts standing to the credit of any Collection Account without prior notice to, or consent of the Chargor.
- 6.3.5 The Chargor shall authorise the Account Bank to deliver to the Factor the calling parameters map and access code relating to the Collection Account, in order to enable the Factor to monitor on a daily basis the operations of the Collection Account.
- 6.3.6 The Chargor shall waive all rights of confidentiality in relation to the Collection Account *vis-à-vis* the Account Bank for the benefit of the Factor.

### 6.4 **Notices of Charge**

The Chargor must:

- (a) serve, by no later than the Account Bank Longstop Date (and promptly upon a change of Account Bank pursuant to Clause 6.2 (*Change of Account Bank*)), a duly completed notice of charge on each Account Bank substantially in the form of Schedule, Part 1 (*Notice to Account Bank*) of Schedule (*Forms of letter for Collection Accounts*) or in such other form as the Factor may agree; and
- (b) use its reasonable endeavours to procure that, by no later than the Account Bank Longstop Date (and, in the case of any notice served after the date of this Deed upon a change of Account Bank pursuant to Clause 6.2 (*Change of Account Bank*), on the date on which such notice is served), each Account Bank acknowledges that notice of charge by delivery to the Factor of an acknowledgement substantially in the form of Schedule, Part 2 (*Acknowledgement of Account Bank*) or in such other form as the Factor may agree.

## 7 **WHEN SECURITY BECOMES ENFORCEABLE**

The security constituted by this Deed shall become immediately enforceable upon the occurrence of a Declared Default and the power of sale and other powers conferred by law (including under Section 101 of the Act), as varied or amended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of any Declared Default. After the security constituted by this Deed has become

enforceable in accordance with this Clause 7 (*When security becomes enforceable*), the Factor may in its absolute discretion enforce all or any part of the security in any manner it sees fit, and may, in particular, apply all or any of the credit balance standing from time to time on any Collection Account (including all interest accrued on that balance) against all or any part of the Secured Liabilities.

## **8 ENFORCEMENT OF SECURITY**

### **8.1 General**

8.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed and Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to the security constituted by this Deed.

8.1.2 The Chargor shall indemnify the Factor against any costs, fees, expenses, losses, liabilities or expenditures directly or indirectly incurred by the Factor in taking any steps with a view to enforcing the Security pursuant to this Deed.

### **8.2 Powers on enforcement**

At any time after the charge created by this Deed has become enforceable the Factor may (without prejudice to any of its other rights and remedies and without notice to the Chargor) do all or any of the following:

- (a) sell or otherwise dispose of the Security Assets to enable it to do so; and
- (b) exercise any other powers and rights which may be exercisable by the owner of the Security Assets and all other powers conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act; and
- (c) appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets in accordance with Clause 9.1 (*Appointment of Receiver*).

### **8.3 Contingencies**

If the Factor enforces the security constituted by this Deed at a time when no Secured Liabilities are due but at a time when Secured Liabilities may or will become so due, the Factor (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account in the name of the Factor at such bank as may be designated for this purpose by the Factor.

### **8.4 Exclusion of liability**

Neither the Factor nor any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken in relation to the Security Assets;
- (b) for any failure to take any action in relation to the Security Assets;
- (c) to account as mortgagee in possession or for any loss upon realisation of the Security Assets;

- (d) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies; or
- (e) for any other default or omission in relation to the Security Assets for which a mortgagee in possession might be liable.

#### 8.5 **Agent of the Chargor**

Each Receiver is deemed to be the agent of the Chargor for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor shall be solely responsible for its contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and the Factor shall not incur any liability (either to the Chargor or to any other person) by reason of the Factor making its appointment as a Receiver or for any other reason.

#### 8.6 **Privileges**

Each Receiver and the Factor 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.

#### 8.7 **Protection of third parties**

No person (including a purchaser) dealing with the Factor or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable; or
- (b) whether any power which the Factor or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any Secured Liabilities remain due; or
- (d) how any money paid to the Factor or to the Receiver is to be applied.

#### 8.8 **Redemption of prior mortgages**

8.8.1 At any time after the occurrence of a Declared Default, the Factor may:

- (a) redeem any prior Security Interest against any Security Asset; and/or
- (b) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled and passed shall be conclusive and binding on the Chargor.

8.8.2 All principal moneys, interest, costs, and reasonable charges and expenses of and incidental to any such redemption and/or settlement and passing shall be paid by the Chargor to the Factor on demand.

#### 8.9 **Application of moneys**

8.9.1 Subject to the Intercreditor Agreement, any moneys received or recovered by the Factor or a Receiver pursuant to this Deed after the Security created by it has become enforceable shall, to the extent permitted by law, be applied in the following order of priority:

- (a) in or towards the pro rata payment or provision for:
  - (i) all costs, fees and expenses incurred by the Factor under or in connection with this Deed; and
  - (ii) all sums owing to a Receiver;
- (b) in or towards the discharge of the Secured Liabilities in any order chosen by the Factor; and
- (c) then, in the payment of any surplus to the Chargor or other person entitled to it,

and section 109(8) of the Act shall not apply.

8.9.2 Clause 8.9.1 will override any appropriation made by the Chargor, unless made in accordance with the Intercreditor Agreement.

## 9 **RECEIVER**

### 9.1 **Appointment of Receiver**

At any time after the occurrence of a Declared Default, or if the Chargor so requests of the Factor in writing, the Factor may without further notice appoint under seal or in writing under its hand any one or more persons to be a Receiver of all or any part of the Security Assets in like manner in every respect as if the Factor had become entitled under the Act to exercise the power of sale conferred under the Act.

### 9.2 **Removal**

The Factor may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver):

- (a) remove any Receiver appointed by it; and
- (b) may, whenever it deems it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### 9.3 **Remuneration**

The Factor acting reasonably may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act shall not apply.

### 9.4 **Relationship with the Factor**

To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver of the Security Assets may after the security created by this Deed becomes enforceable be exercised by the Factor in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

## 10 **POWERS OF RECEIVER**

### 10.1 **General**

10.1.1 Each Receiver has, and is entitled to exercise, all of rights, powers and discretions set out below in this Clause 10 (*Powers of Receiver*) in addition to those conferred on it by law.

10.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receivers.

### 10.2 **Possession**

A Receiver may take immediate possession of, get in and collect any Security Assets.

### 10.3 **Carry on business**

A Receiver may carry on the business of the Chargor as it relates to the Security Assets as he thinks fit.

### 10.4 **Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

### 10.5 **Sale of assets**

10.5.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.

10.5.2 The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit.

### 10.6 **Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

### 10.7 **Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits or proceedings in relation to any Security Asset which he thinks fit.

### 10.8 **Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

**10.9 Delegation**

A Receiver may delegate his powers in accordance with this Deed.

**10.10 Other powers**

A Receiver may do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or by law.

**11 DELEGATION**

**11.1 Power of attorney**

The Factor or any Receiver 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.

**11.2 Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Factor or any Receiver may think fit.

**11.3 Liability**

Neither the Factor nor any Receiver will 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 delegate or sub-delegate except in the event of fraud or wilful misconduct.

**12 FURTHER ASSURANCES**

**12.1 Registration at Companies House**

The Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

**12.2 Further action**

The Chargor must, at its own expense, promptly take any action and sign and execute any further documents which the Factor or a Receiver may require (acting reasonably) for:

- (a) giving effect to the requirements of this Deed;
- (b) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed;
- (c) facilitating the realisation of any Security Asset; or
- (d) facilitating the exercise of any right, power or discretion exercisable by the Factor or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset;

and any such document may disapply section 93 of the Act.



This includes:

- (i) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Factor or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Factor may think reasonably necessary.

### 13 **POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Factor each Receiver and each of their respective delegates and sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed PROVIDED THAT such power of attorney shall not be exercisable unless an Event of Default has occurred or the Chargor has failed to comply with any request from the Factor, take any action or sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 13 (*Power of attorney*).

### 14 **PRESERVATION OF SECURITY**

#### 14.1 **Waiver of defences**

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Factor). This includes:

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment of a Finance Document;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of, or any Security created by, any person under any Finance Document or the failure by any obligor to enter into or be bound by any Finance Document; or
- (h) any insolvency, liquidation, administration or similar procedure.

**14.2 Immediate recourse**

The Chargor waives any right it may have of first requiring the Factor (or any agent on its behalf) to proceed against or enforce any other rights or security or claim repayment from any person before claiming from the Chargor under this Deed.

**14.3 Right of appropriation**

14.3.1 This Clause 14.3 (*Right of appropriation*) applies to the extent the Security Assets constitute financial collateral and this Deed constitutes a financial collateral arrangement (within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003).

14.3.2 If and to the extent that this Clause 14.3 (*Right of appropriation*) applies, the Factor may appropriate the Security Assets. If the Factor exercises its right of appropriation then it shall for these purposes value:

- (a) any relevant Collection Account and the amount standing to the credit of that Collection Account, together with any accrued interest not credited to the Collection Account, at the time of the appropriation; and
- (b) any other relevant Security Asset by reference to an independent valuation or other standard market procedure determined by the Factor, acting reasonably, at the time of the appropriation.

**14.4 Additional Security**

14.4.1 This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Factor.

14.4.2 No prior security held by the Factor (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

**15 MISCELLANEOUS**

**15.1 Currency**

The Factor may convert any moneys received, recovered or realised under this Deed (including the proceeds of any previous conversion under this Clause 15 (*Miscellaneous*)) from their existing currency into any other currency, by purchasing that other currency at the spot rate of exchange of the Factor for the purchase of any currency with any other currency in the London foreign exchange market.

**15.2 Tacking**

The Factor must perform its obligations (including any obligation to make available further advances) under the English Factoring Agreement and other Finance Documents.

**15.3 New accounts**

15.3.1 If any subsequent charge or other interest affects any Security Asset, the Factor may open a new account with any Obligor.

15.3.2 If the Factor does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

15.3.3 As from that time all payments made to the Factor will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability until the net amount extinguishes liability.

#### 15.4 **Perpetuity period**

The perpetuity period for the trust in this Deed is 125 years.

### 16 **RELEASE**

#### 16.1 **Release**

At the end of the Security Period or if otherwise agreed between the Chargor and the Factor or provided for under the terms of the Finance Documents, the Factor must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Security Assets from this Security and permit withdrawals from the Collection Account.

#### 16.2 **Representations on release**

The Factor shall make and give no representations, warranties or covenants in relation to the Security Assets released pursuant to Clause 16.1 (*Release*).

#### 16.3 **Reinstatement**

16.3.1 Any release, settlement, discharge, re-assignment or arrangement (in this Clause 16 (*Release*), a release) made by the Factor on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to insolvency proceedings.

16.3.2 If any avoidance, reduction or clawback occurs or order is made as referred to in Clause 16.3.1, then the release given by the Factor shall have no effect and shall not prejudice the right of the Factor to enforce this Security in respect of the Secured Liabilities. As between the Chargor and the Factor, this Security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Factor as security for the Secured Liabilities.

### 17 **ASSIGNMENT AND TRANSFER**

#### 17.1 **Assignment by Factor**

The Factor may assign, transfer or novate the whole or any part of the Factor's rights and obligations under this Deed to any person but only in accordance with the requirements of Clause 21.3 (*Assignments and transfers by the Factor*) of the Master Agreement.

#### 17.2 **Assignment by Chargor**

The Chargor may not assign any of its rights, or transfer or novate any of its obligations, under this Deed or enter into any transaction which would result in any of those rights or obligations passing to any other person without the consent of the Factor.

18      **AMENDMENTS AND WAIVERS**

Any term of this Deed may be amended or waived only with the written consent of the Chargor and the Factor.

19      **COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

20      **THIRD PARTY RIGHTS**

20.1.1    Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Act) to enforce, or to enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

20.1.2    The parties to this Deed may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person that is not a party to this Deed.

21      **GOVERNING LAW AND ENFORCEMENT**

21.1      **Governing law**

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

21.2      **Jurisdiction**

21.3      The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a Dispute).

21.4      The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

21.5      This Clause 21 (*Governing law and enforcement*) is for the benefit of the Factor only. As a result, the Factor shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Factor may take concurrent proceedings in any number of jurisdictions.

**This Deed has been entered into and executed as a deed with the intention that it be delivered on the date stated at the beginning of this Deed.**

**Schedule**  
**Forms of letter for Collection Accounts**

**Part 1**  
**Notice to Account Bank**

[On the letterhead of Chargor]

From : KME Service Centre UK Limited

Unit 6 Rabone Park,  
Rabone Lane,  
Smethwick,  
West Midlands, B66 2NN

(the "**Chargor**")

To: National Westminster Bank

(the "**Collection Account Bank**")

Copy: Factofrance

Tour D2, 17 bis place des Reflets,  
92988 Paris-La Défense Cedex,  
France

(the "**Factor**")

[Date]

Dear Sirs,

**Charge over Collection Accounts (the Charge) dated [•] 2023 between [•] (the Chargor) and [•] (the Factor) relating to the account IBAN [•] (the Collection Account)**

This letter constitutes notice to you that, under the Charge (a copy of which is attached), the Chargor has charged (by way of a first fixed charge) in favour of the Factor as first priority chargee all monies from time to time standing to the credit of the Collection Account and detailed below together with all other rights and benefits accruing to or arising in connection with the Collection Account (including, but not limited to, entitlements to interest).

We hereby waive all rights of confidentiality in relation to each Collection Account vis-à-vis the Factor and hereby irrevocably instruct and authorise you to:

- (a) disclose to the Factor at our expense any information relating to any Collection Account requested by the Factor (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure);
- (b) notify the Factor of any failure by the Chargor to pay any fees, costs, expenses or other amounts due and payable by the Chargor to you in relation to a Collection Account, and, in the event that the Factor elects (in its absolute discretion) to pay such fees, costs, expenses or other amounts (as described above), to accept such payment as good discharge of the relevant fees, costs, expenses, and/or other amounts due and payable by the Chargor (without any right of recourse for you

against the Factor arising as a result of the Factor's payment or your acceptance of such payment);

- (c) provide to the Factor (or any bank appointed by it) and us, on a daily basis via SWIFT messages [MT940] and [MT94], statements in connection with each Collection Account;
- (d) provide the Factor with view rights over each Collection Account, by way of the Collection Account Bank cash management system; and
- (e) process [SWIFT MT 101] messages for the purposes of debiting and withdrawing from each Collection Account amounts standing to the credit thereof and transferring such amounts to the credit of the Factor's bank account with IBAN [●] and BIC [●] (or such other account as notified to you by the Factor from time to time) (it being understood that the Factor will not be authorised to send instructions which would result in the relevant Collection Accounts having a debit position).

The instructions in this letter may not be revoked or amended without the prior written consent of the Factor.

Please acknowledge receipt of this notice and indicate your agreement to the terms of it and to the additional terms set out in the Collection Account Bank Acknowledgement (the "**Collection Account Bank Acknowledgement**") by signing and returning to the Factor (with a copy to us) the Collection Account Bank Acknowledgement.

This letter and any non-contractual obligations arising out of it, shall be governed by, any construed in accordance with, the law of England.

Yours faithfully,

.....

(Authorised signatory)

for KME Service Centre UK Limited

**Part 2**  
**Acknowledgement of Account Bank**

From : National Westminster Bank  
  
(the "**Collection Account Bank**")

To: Factofrance  
  
Tour D2, 17 bis place des Reflets,  
92988 Paris-La Défense Cedex,  
France  
  
(the "**Factor**")

Copy: KME Service Centre UK Limited  
  
Unit 6 Rabone Park,  
Rabone Lane,  
Smethwick,  
West Midlands, B66 2NN  
  
(the "**Chargor**")

[Date]

Dear Sirs,

**Charge over Collection Accounts (the "Charge") dated [•] 2023 between the Chargor and the Factor relating to the account IBAN [•] (the Collection Account)**

We acknowledge receipt of the notice dated [•] 2023 and addressed to us by the Chargor (a copy of which is attached) (the Notice). Terms used in the Notice have the same meaning herein.

We acknowledge and agree to the provisions, instructions and authorisations contained in the Notice. In addition (and without prejudice to the generality of the foregoing) we confirm the following:

- (a) that no security interest exists in our favour on, over or with respect to any Collection Account or the monies standing to the credit thereof;
- (b) that we will not exercise any right at any time to pay, set off or transfer, or claim or exercise any security interest counterclaim, suspension of performance or other similar right in respect of, any of the amounts standing to the credit of any Collection Account in or towards satisfaction of any obligations or liabilities which the Chargor (in any capacity) has or may have to the Collection Account Bank (under any guarantee, document or other Security Interest for the payment or repayment of monies, actual or contingent) other than:
  - (i) where any amount credited to a Collection Account has not been received as cleared funds or has otherwise been recalled, in which case the Collection

Account Bank may debit such Collection Account for the amount not received as cleared funds or otherwise recalled; and

- (ii) any fees and charges due to the Collection Account Bank in respect of a Collection Account;
- (c) that we shall not combine, consolidate or merge (or agree to any combination, consolidation or merger of) any Collection Account with any other account, and that any combination, consolidation or merger agreement in contravention of this paragraph will not be enforceable against the Factor;
- (d) subject to paragraph (b) above, that we shall not exercises any lien or, to the extent permitted by law, any set off or transfer of any sum standing to the credit of or to be credited to any Collection Account in or towards satisfaction of any liabilities of the Chargor, the Factor or any other person to ourselves;
- (e) that we shall give notice to the Chargor and the Factor of any attempt to enforce any security interest by any other person in respect of any Collection Account of which we have received written notice or have actual knowledge;
- (f) that we will maintain each Collection Account open on our books;
- (g) that we will not give effect to any debit instruction received from the Chargor other than an instruction for the daily transfer to the Factor's bank account in accordance with paragraph (l) below;
- (h) that we will disclose to the Factor any information relating to any Collection Account requested by the Factor;
- (i) that we may notify the Factor of any failure by the Chargor to pay any fees, costs, expenses or other amounts due and payable by the Chargor to us in relation to a Collection Account, and, in the event that the Factor elects (in its absolute discretion) to pay such fees, costs, expenses or other amounts directly to us, that we will accept such payment as good discharge of the relevant fees, costs, expenses and/or other amounts due and payable by the Chargor (without any right of recourse for us against the Factor arising as a result of the Factor's payment or our acceptance of such payment);
- (j) that we will provide the Factor (or any bank appointed by it) and the Chargor, on a daily basis via SWIFT messages [MT940] and [MT942], statement in connection with each Collection Account;
- (k) that we will provide the Factor with view rights over each Collection Account, by way of the Collection Account cash management system; and
- (l) (that we will process [SWIFT MT 101] messages for the purposes of debiting and withdrawing from each Collection Account amounts standing to the credit thereof and transferring such amounts to the credit of the Factor's bank account with IBAN [●] and BIC [●] (or such other account as notified to us by the Factor from time to time) (it being understood that the Factor will not be authorised to send instructions which would result in the relevant Collection Accounts having a debit position).

This Collection Account Bank is not bound by (and will be deemed not to have notice of and shall not be required to make any enquiry of) the provisions of any agreement between the Chargor and the Factor except for the Notice and this Acknowledgement. The Collection Account Bank may, provided it has acted in good faith, rely on any notice or document delivered



to it under this Acknowledgement without further investigation as to the validity, legality, effectiveness, adequacy, completeness or enforceability of that notice or document.

This letter and any non-contractual obligations arising out or in connection with it are governed by English law.

Yours faithfully,

.....  
(authorised signatory)  
for National Westminster Bank

EXECUTION PAGE

**The Chargor**

Executed as a deed by **KME SERVICE  
CENTRE UK LIMITED**

acting by

Name:

PIERPAOLO DI PAOLO

Capacity:

ATTORNEY-IN-FACT

Name of witness:

ALESSANDRA PIZZUTI

Signature of witness:

Alessandra Pizzuti

Address:

VIA SAVANE n 6 - FLORENCE (ITALY)

Occupation:

LEGAL COUNSEL

**The Factor**

Signed for and on behalf of  
**FACTOFRANCE** by its attorney

)  
)  
)

.....  
Pursuant to a Power of Attorney  
Dated \_\_\_\_\_

EXECUTION PAGE

The Chargor

Executed as a deed by **KME SERVICE**  
**CENTRE UK LIMITED**

)  
)  
)

acting by

Name:

Capacity:

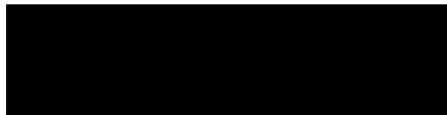
Name of witness:

Signature of witness:

Address:

Occupation:

The Factor



Signed for and on behalf of  
**FACTORANCE** by its attorney

)  
)  
)

*Olivia LENE*

Pursuant to a Power of Attorney  
Dated *10/01/2023*

