

MR01

Particulars of a charge

000391/23

Oyez



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

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

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

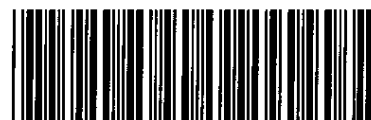
☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

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

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

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

FRIDAY



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A09

22/09/2017

#208

COMPANIES HOUSE

**1 Company details**

Company number 06991785  
Company name in full Scott Motor Company Limited

For official use

► **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 05/09/2017

**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 Christopher Scott

as trustee of the Scott SSAS

Name Pool House Trustees Limited

as trustee of the Scott SSAS

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

None

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

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

☒ Yes

☐ No

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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

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

☐

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

9

**Signature**

Please sign the form here.

Signature

Signature

X



X

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Cotterhill Hitchman LLP

Address

Atlas House

4-6 Belwell Lane

Four Oaks

Post town

Sutton Coldfield

County/Region

Postcode

B 7 4 4 A B

Country

DX

Four Oaks - DX 20856

Telephone

0121 323 1860



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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



### Important information

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



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

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

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

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



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 6991785

Charge code: 0699 1785 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th September 2017 and created by SCOTT MOTOR COMPANY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2017.

OK

Given at Companies House, Cardiff on 29th September 2017



**Companies House**



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

Dated 3<sup>rd</sup> September 2017

WILLIAM COTTERHILL  
07.09.17

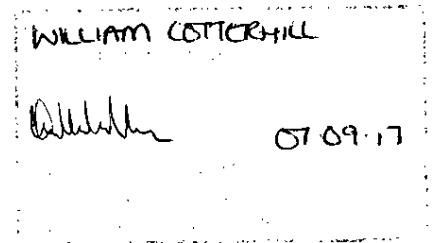
**Parties**

**Trustees of the Scott SSAS**

and

**Scott Motor Company Limited**

**Chattel Mortgage**



## Chattel Mortgage

Dated 5<sup>th</sup> September 2017

### Parties

1. Trustees
- (1) Name: Christopher Scott  
Address: Priory Farm  
Robeys Lane  
Birchmoor  
Tamworth  
Staffordshire  
B78 1AR
- (2) Name: Pool House Trustees Limited  
Registered office: Charter House 56 High Street  
Sutton Coldfield  
West Midlands  
B72 1UJ  
Company Number: 07313548

**being trustees of the Scheme**

2. Company
- Name: Scott Motor Company Ltd  
Registered office: 102 Lichfield Street  
Tamworth  
Staffordshire  
B79 7QB  
Company Number: 06991785

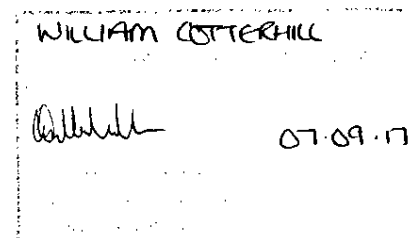
### Background

- (1) The Trustees have agreed to make available to the Company a loan facility on the terms of the Loan Agreement.
- (2) It is a condition precedent to the Trustees making available funds to the Company under the Loan Agreement that the Company secures the payment obligations under the Loan Agreement.
- (3) Accordingly, the Company has agreed to enter into this deed on the terms set out below.

### 1. Definitions

In this deed, unless the context otherwise requires:

- Act the Law of Property Act 1925;
- Charged Property the Chattels and all other rights, assets and property from time to time charged to the Trustees under clause 3;



Chattels	the goods or chattels, whether already acquired or hereafter to be acquired for use by the Company in the ordinary course of carrying on its business as a going concern including but not limited to all engines, appliances, parts, spare parts, components, instruments, appurtenances, accessories and other equipment of any kind installed in them or on them, and any and all substitutions, replacements, renewals and additions hereafter from time to time made for, in, or to them;
Documents	means all logbooks, maintenance records, record books, manuals, handbooks, drawings, technical data and all other documents relating to the Chattels;
Default Rate	1% above the base rate of Barclays Bank plc;
Loan Agreement	the Loan Agreement dated the same date as this Legal Charge and made between the Trustees (1) and the Company (2);
Receiver	an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Property under this deed;
Secured Liabilities	all liabilities and obligations owed by the Company to the Trustees under the Loan Agreement; and
Security Interest	any mortgage, charge, pledge, lien, assignment, title retention, preferential right or trust arrangement or other security or arrangement conferring a priority of payment.

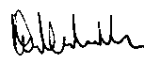
## **2. Covenant to pay**

The Company hereby covenants to pay or discharge the Secured Liabilities to the Trustees.

## **3. Charging clause**

As security for payment of the Secured Liabilities, the Company with full title guarantee hereby charges as continuing security with the intent that such charge shall take effect as a first legal mortgage:

- 3.1. the Chattels and the Documents;
- 3.2. the benefit of all contracts and agreements, including all conditions and warranties, entered into at any time relating to the title, merchantable quality, fitness for purpose, description, condition, operation, use, servicing, maintenance or repair of the Chattels;
- 3.3. the full benefit of all insurances from time to time in force in relation to the Charged Property; and
- 3.4. any money payable to the Company for, or in connection with, a disposal by way of sale or otherwise of the Chattels, including any deposit, sum on account or instalment.

WILLIAM COTTERHILL  
  
07.09.17

#### **4. Release and discharge**

When the Secured Liabilities have been unconditionally and irrevocably discharged in full, the Trustees shall at the request and cost of the Company execute such documents (or procure that its nominees execute such documents) as the Company may reasonably request and which may be required to discharge all the charges created by this deed.

#### **5. Continuing security**

This deed shall be a continuing security to the Trustees and shall remain in force until expressly discharged in writing by the Trustees notwithstanding any intermediate settlement of account or other matter or thing whatsoever, and shall be without prejudice and in addition to any other right, remedy or security of any kind which the Trustees may have now or at any time in the future for or in respect of any of the Secured Liabilities.

#### **6. Further assurance**

The Company undertakes, from time to time and at all times, whether before or after the security constituted by this deed shall have become enforceable, to execute and do at its own expense all such deeds, assurances, agreements, instruments, acts and things as the Trustees may require for perfecting and protecting the security constituted by this deed or facilitating the realisation of it or otherwise for enforcing it or exercising any of the Trustee's rights under this deed.

#### **7. Negative pledge**

During the continuance of this deed, the Company shall not, without the prior written consent of the Trustees:

- 7.1. create or permit to subsist any Security Interest on or over all or any part of the Charged Property or agree to do so;
- 7.2. sell, transfer or otherwise dispose of the whole or any part of the Charged Property;
- 7.3. dispose of the equity of redemption in respect of any of the Charged Property; or
- 7.4. enter into or commence any winding-up and shall not take any action that may prejudice its corporate existence and the right to carry on its business and operations.

#### **8. Representations**

The Company warrants to the Trustees that the execution of and the observance and performance of the Company's obligations under this deed does not and will not contravene:

- 8.1. any other charge, mortgage, lease, loan facility or other agreement; and
- 8.2. any of the provisions of its constitution

#### **9. Covenants**

During the continuance of this deed, the Company undertakes that it will comply with all the covenants and undertakings contained in the Loan Agreement and, without prejudice to them, shall:

- 9.1. not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Trustees of the security constituted by this deed;



- 9.2. keep the Chattels in a good state of repair and in good working order and condition and renew and service the Chattels as necessary to ensure that the Chattels do not deteriorate in condition or value, otherwise than in the normal course of operation;
- 9.3. maintain all logbooks, manuals, technical data and other materials and documents as are required by specific contracts, normal trade practice or by law to be maintained on, or with respect to, the Chattels;
- 9.4. grant the Trustees and its representatives and agents a licence to enter the premises where any of the Chattels or the Documents is kept or believed to be kept for the purposes of inspection;
- 9.5. ensure that all persons having any interest in the premises where any of the Chattels or the Documents is kept, whether such interest arises as lessor, lessee, mortgagee or otherwise, receive written notice of the Trustee's interest as charge;
- 9.6. effect and maintain, in such amounts and on such terms as the Trustees may require, insurances in respect of the Charged Property covering such insured risks as are reasonable in the circumstances;
- 9.7. pay all costs or other payments due in respect of any part of the Charged Property, and in any case of default by the Company in this respect the Trustees may if it thinks fit make any such payments on behalf of the Company in which event any sums so paid shall be reimbursed on demand by the Company to the Trustees;
- 9.8. ensure that any replacements, modifications, renewals and additions to the Chattels are free of any Security Interest;
- 9.9. pay and discharge as they fall due all debts, damages and liabilities which have given or may give rise to liens on, or claims enforceable against, the Chattels and, in the event of a detention of any of the Chattels in exercise or purported exercise of any such lien or claim, procure the release of them from such detention forthwith upon receiving notice of it;
- 9.10. pay punctually all rents, rates and taxes payable in respect of any premises in which the Chattels may be kept and all costs, fees and expenses in respect of the Chattels, whether for operation, maintenance or otherwise, and produce to the Trustees on demand evidence of payment;
- 9.11. The Company shall deposit with the Trustees:
  - 9.11.1. if so required by the Trustees, the Documents; and
  - 9.11.2. all money received by the Company on a disposal of the Chattels and, in the meantime, hold all such moneys in trust for the Trustees;
- 9.12. upon receipt from any third party of any notice, or other matter whatsoever affecting or likely to affect the Charged Property, give full particulars of it to the Trustees and, if required, produce it to the Trustees and shall, at the cost of the Company, either comply with the same or shall, at the request of the Trustees and at the Company's cost, make or join with the Trustees in making such objections or representations against, or in respect of, any such notice or other matter as aforesaid as the Trustees shall deem expedient; and

- 9.13. give written notice to the Trustees of any material damage to any material item comprised within the Charged Property,

## **10. Power of attorney**

### **10.1. Appointment**

The Company hereby irrevocably and by way of security appoints the Trustees and any person nominated for the purpose by the Trustees in writing under hand by an officer of the Trustees severally as its attorney and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this deed or which may be required or deemed proper in the exercise of any rights or powers hereunder or otherwise for any of the purposes of this deed.

### **10.2. Ratification**

The Company hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in clause 10.1 above shall do or purport to do in the lawful and proper exercise or purported exercise

## **11. Enforcement of security**

### **11.1. Breaches of covenants**

In the event of the failure of the Company to observe or perform the provisions of this deed, the Trustees may do all such acts and things as may be necessary to secure the observance or performance thereof without thereby becoming liable as a mortgagee in possession.

### **11.2. Expenses so incurred**

All money expended and all costs incurred by the Trustees in carrying out any of its discretions or powers under this deed shall be considered to have been properly incurred by the Trustees and shall be recoverable from the Company.

### **11.3. Security enforceable**

The security constituted by this deed shall become enforceable at any time after the Trustees have demanded payment of the Secured Liabilities, and immediately thereafter the Trustees may, in respect of the Charged Property, exercise the power of sale conferred upon mortgagees by section 101 of the Act without the restrictions imposed by section 103 of the Act as to the giving of notice or otherwise.

### **11.4. Right to enter land**

The Company grants to the Trustees and to any Receiver the right without notice to enter upon any land or premises now owned or occupied or within 80 years of the date hereof acquired by the Company upon which the Charged Property may from time to time be situate, whether fixed to the land or not, for the purposes of exercising the Trustee's power of sale hereunder.

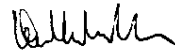
## 12. Appointment and Removal of Receiver and his powers

- 12.1. Upon this security becoming enforceable, or at any time if so requested by the Company, the Trustees may, subject to statutory restrictions, appoint or remove any person or as Receiver.
- 12.2. A Receiver appointed in accordance with this clause 12 shall, until his removal, have the powers conferred on receivers by section 109 of the Act and on administrative receivers by schedule 1 to the Insolvency Act 1986, both as in force at the date of this deed, and, in addition, shall have power either in his own name or in the name of the Company:
- 12.2.1. to carry on, manage or concur in carrying on or managing the business of the Company as he may think fit in so far as it relates to the Charged Property including, without limitation, power to perform, repudiate, rescind or vary any contracts or agreements;
- 12.2.2. to sell, let, lease, hire, license, enter into hire purchase agreements or concur in the selling, letting, leasing, hiring, licensing or entering into hire purchase agreements of the Chattels and to carry the same into effect in such manner as he thinks fit, whether or not in the name of the Company;
- 12.2.3. to repair, insure, protect, improve or replace the Chattels;
- 12.2.4. to appoint, employ or dismiss managers, officers, contractors or agents;
- 12.2.5. to have access to, and make use of, the premises, plant and equipment and accounting and other records of the Company and the services of its staff for the above purposes;
- 12.2.6. to do all other acts and things which he may consider desirable or necessary for realising the Charged Property or incidental or conducive to the rights, powers or discretions conferred on a Receiver under or by virtue of this deed; and
- 12.2.7. to exercise in relation to the Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of the same.
- 12.3. If there is any ambiguity or conflict between the powers conferred on a Receiver by this clause 9 and by the Act or by Schedule 1 of the Insolvency Act 1986, the powers conferred by this clause 9 shall prevail.

## 13. Application of moneys

### 13.1. General

- 13.1.1. All sums received by virtue of this deed and/or any other Security Document by the Trustees shall, subject to the payment of any claim having priority to this deed, be paid or applied in the following order or priority:
- 13.1.1.1. in payment of the remuneration of the Receiver and the costs of realisation including all costs and expenses of, or incidental to, any exercise of any power hereby conferred,

WILLIAM COTTERHILL  
  
07-09-17

13.1.1.2. when so required, in or towards satisfaction of the Secured Liabilities in such order as to principal, interest or expenses as the Trustees or the Receiver shall, in his absolute discretion, determine, and

13.1.1.3. the surplus, if any, shall be paid to the Company or such other person as may be entitled to it.

#### 13.2. Variation of statutes

Clause 13.1 shall take effect as and by way of variation and extension of sections 99 to 109 inclusive of the Act, which as so varied and extended shall be regarded as incorporated herein.

#### 13.3. Suspense account

The Trustees may, in its absolute discretion at all times pending the payment to the Trustees of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received by the Trustees by virtue of this deed for so long and in such manner as the Trustees may determine without any obligation to apply it or any part of it in or towards the discharge the Secured Liabilities.

#### 14. Responsibility for Receiver

14.1. The Receiver shall, at all times and for all purposes, be deemed to be the agent of the Company and the Company, to the exclusion of the Trustees, shall be solely responsible for his acts or defaults.

14.2. The Receiver shall be entitled to remuneration for his services and the services of his firm appropriate to the work and responsibility involved upon the basis of charging from time to time adopted by the Receiver or his firm and without being limited by the maximum rate specified in section 109(6) of the Act.

14.3. From time to time, the Trustees may, within the parameters referred to in clause 14.2, fix the remuneration of the Receiver and direct that such remuneration be paid from money accruing to the Receiver in the exercise of his powers as receiver, but the Company alone shall be liable for the payment of such remuneration.

#### 15. Powers of the Trustees and the Receiver

15.1. All the powers, authorities and discretions conferred by this deed either expressly or impliedly upon the Receiver may be exercised by the Trustees in relation to the Charged Property without first appointing a Receiver or notwithstanding the appointment of a Receiver.

15.2. The powers conferred by this deed in relation to the Charged Property on the Trustees or on the Receiver shall be in addition to, and not in substitution for, the powers conferred on mortgagees or receivers under the Act and the Insolvency Act 1986.

15.3. The Trustees may, at any time and from time to time, delegate by power of attorney or in any other manner, including without limitation, under the hand of any duly authorised officer of the Trustees, to any person all or any of the powers, authorities and discretions that are, for the time being, exercisable by the Trustees under this deed, the Act or the Insolvency Act 1986 in relation to the Charged Property, and any such delegation may be

OSTHAM COTTERHILL  
*Diuhell*  
07.09.17

made upon such terms and conditions, including power to sub-delegate, and subject to such regulations as the Trustees may think fit, but the Trustees shall not be in any way liable or responsible to the Company for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

## 16. Liability in Possession

16.1. If the Trustees or the Receiver enters into possession of the Charged Property, the Trustees or the Receiver may, from time to time at will, go out of such possession.

16.2. The Trustees shall not, in any circumstances either by reason of any entry by it into, or taking by it of possession of, the Charged Property or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever:

16.2.1. be liable to account to the Company for anything except the Trustee's own actual receipts;

16.2.2. be liable to the Company for any loss or damage arising from:

16.2.2.1. any realisation by the Trustees of the Charged Property, or

16.2.2.2. any act, default or omission of the Trustees in relation to the Charged Property, or

16.2.2.3. any exercise or non-exercise by the Trustees of any power, authority or discretion conferred upon it in relation to the Charged Property by, or pursuant to, this Deed, the Act or by the Insolvency Act 1986, unless such loss or damage shall be caused by the Trustee's own gross negligence or wilful default.

16.3. All the provisions of clause 16.2 shall apply in respect of the liability of the Receiver and in respect of the liability of any such delegate or sub-delegate as aforesaid in all respects as though every reference in clause 16.2 to the Trustees were instead a reference to the Receiver or, as the case may be, to such delegate or sub-delegate.

## 17. Protection of third parties

### 17.1. Statutory powers

In favour of any purchaser, the statutory powers of sale which are conferred upon the Trustees, as varied and extended by this deed, and all other powers of the Trustees, shall be deemed to arise and be exercisable immediately after the execution of this deed.

### 17.2. Purchasers

No purchaser from or other person dealing with the Trustees or any person to whom it has delegated its powers shall be concerned to enquire whether any of the powers which it has exercised or purported to exercise has arisen or become exercisable, or whether any of the Secured Liabilities remains outstanding, or whether any event has happened to authorise the Trustees to act or as to the propriety or validity of the exercise or purported exercise of any such power; and the title and position of such a purchaser shall not be impeachable by reference to any of those matters.

WILLIAM LOTTERHILL  
*William Lotterhill* 0709.17

### 17.3. Receipts

The receipt of the Trustees shall be an absolute and conclusive discharge to a purchaser or such person and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Trustees.

## 18. Protection of the Trustees

### 18.1. No liability

The Trustees shall not be liable in respect of 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 under this deed.

### 18.2. Indemnity

The Company shall indemnify and keep indemnified the Trustees, and any person who acts as the servant, agent, delegate or attorney of the Trustees against all claims, costs, expenses and liabilities which they may suffer or incur arising in any way out of the taking or holding of this deed, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this deed or the Charged Property.

### 18.3. Continuing protection

The provisions of this clause 18 shall continue in full force and effect notwithstanding any release or discharge of this deed.

## 19. Provisions relating to the Trustees

### 19.1. Powers and discretions

The rights, powers and discretions given to the Trustees in this deed:

- 19.1.1. may be exercised as often as and in such manner as, the Trustees think fit;
- 19.1.2. are cumulative, and are not exclusive of any of its rights under the general law; and
- 19.1.3. may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

### 19.2. Certificates

A certificate by an officer of the Trustees:

- 19.2.1. as to any amount for the time being due to the Trustees; or
- 19.2.2. as to any sums payable to the Trustees under this deed;

shall (save in the case of manifest error) be conclusive and binding upon the Company for all purposes.

### 19.3. Assignment

The Trustees may assign this deed to any successor in title to any of the Secured Liabilities and may disclose any information in its possession relating to the Company, its affairs or the Secured Liabilities to any actual or prospective assignee.

### 19.4. Delegation

The Trustees may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the rights, powers and discretions which are for the time being exercisable by it under this deed. Any such delegation may be made upon such terms (including power to sub-delegate) as the Trustees may think fit. The Trustees shall not in any way be liable or responsible to the Company for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

### 19.5. Trusts

The perpetuity period for any trust constituted by this deed shall be 125 years.

## 20. Set-off

The Trustees may set-off a matured obligation owed by the Company to the Trustees under this deed, to the extent beneficially owned by the Trustees, against any obligation whether or not matured owed by the Trustees to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the respective obligations are in different currencies, the Trustees may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Trustees may set-off in an amount estimated by it in good faith to be the amount of that obligation.

## 21. Interest

If any sums that are payable by the Company but have not been paid by the Company are paid by the Trustees or the Receiver, they shall be repaid by the Company on demand together with interest at the Default Rate from the time of their being paid or incurred by the Trustees or the Receiver to the time that payment is made in full by the Company, as well after as before judgment or demand for them.

## 22. Other security and avoidance of payments

### 22.1. Other security

This deed is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Trustees may now or at any time in the future hold or have (or would apart from this deed hold or have) as regards the Company or any other person in respect of the Secured Liabilities.

### 22.2. Avoidance of payments

If the Trustees considers that any amount paid by the Company in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of the

Company or otherwise, then for the purposes of this deed such amount shall not be considered to have been paid.

### 23. Miscellaneous provisions

23.1. This Deed and the documents referred to or incorporated in it constitute the entire agreement between the Parties relating to the subject matter of this Deed and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the Parties in relation to the subject matter of this Deed.

23.2. Each of the Parties acknowledges and agrees that it has not entered into this Deed in reliance on any statement or representation of any person (whether a Party to this Deed or not) other than as expressly incorporated in this Deed.

23.3. Any variation of this Deed is valid only if it is in writing and signed by or on behalf of each Party.

23.4. The failure by a Party to exercise any rights or remedies it may have or to enforce at any time or for any period any one or more of the terms of this Deed shall not be a waiver of them or of the right at any time subsequently to exercise such rights and remedies or to enforce all terms of this Deed.

23.5. This Deed is personal to each Party and no Party may, without the prior written consent of each other Party:

23.5.1. assign any of its rights under this Deed; or

23.5.2. transfer any of its obligations under this Deed.

and any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this Clause 18.5 shall be ineffective.

23.6. Any communication to be given in connection with this Deed shall be in writing and shall either be delivered by hand or sent by first class pre-paid post, fax or email to the address of the relevant Party referred to in this Deed or such other address, fax number or email address as may previously have been communicated to the other Party. A communication sent according to this Clause shall be deemed to have been served:

23.6.1. if delivered by hand at the address referred to in Clause 18.6, at the time of delivery;

23.6.2. if sent by first class pre-paid post to the address referred to in Clause 18.6, at the expiration of two clear business days after the time of posting in the case of inland post; and

23.6.3. if sent by facsimile to the number notified in accordance with Clause 18.6 or sent by email to the email address notified in accordance with Clause 18.6, at the time of completion of transmission by the sender.

23.6.4. This Deed may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.



- 23.7. Except as otherwise expressly stated, this Deed does not confer any rights on any person or party (other than the Parties to this Deed) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 23.8. The undertakings contained in this clause and clause 5, and the general negative undertakings contained in clause 7 shall remain in full force and effect from the date of this deed and for so long as the Secured Liabilities remain outstanding or the Trustees is under an obligation, whether actual or contingent, to make any credit or other accommodation available to the Company under the Loan Agreement
- 23.9. This deed may be executed in any number of counterparts and this has the same effect as if the signatures on the separate counterparts were on a single copy of this deed.
- 23.10. The restriction on consolidation of mortgages contained in section 93 of the Act shall not apply to this security.
- 23.11. If any provision of this deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not effect:
- 23.11.1. the validity or enforceability in that jurisdiction of any other provision of this deed; or
- 23.11.2. the validity or enforceability in any other jurisdiction of that or any other provision of this deed.
- 23.12. This deed shall be governed by English law, and the Company irrevocably submits for the benefit of the Trustees to the jurisdiction of the English courts.

## 24. Interpretation

In this deed, unless the context otherwise requires:

- 24.1. the singular includes the plural and vice versa, and reference to any gender includes the other genders;
- 24.2. references to persons include bodies corporate, associations, partnerships, organisations, states, state agencies and any other entity, whether or not having separate legal personality;
- 24.3. references to Clauses are to clauses of this deed;
- 24.4. any reference to any statute or statutory instrument or any section or part thereof includes any enactment (present or future) replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
- 24.5. headings are for reference purposes only and shall not affect the construction of anything in this deed;
- 24.6. the 'Trustees' shall include its successors and assigns;

WILLIAM COTTERHILL




07-09-17

- 24.7. Receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers; and
- 24.8. 'the Charged Property' shall be references to all the Charged Property and to each and/or every part of the Charged Property and references to any other defined term or noun in the plural number or the collective plural shall be interpreted mutatis mutandis in the same manner.

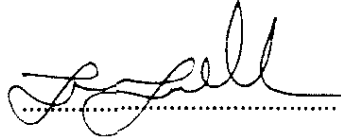
The Parties have signed this legal charge as a deed on the date stated at its commencement.

Signed as a deed by Pool House Trustees Limited  
acting by JONATHAN HOVERS  
a director in the presence of:

  
.....  
Director

Witness:

Signature

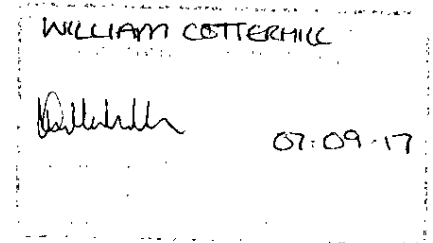


Name


JANINE MCCLAUGHLIN

Address

17 MACADAM CLOSE  
BURNWOOD STAFFS  
WS7 9LJ

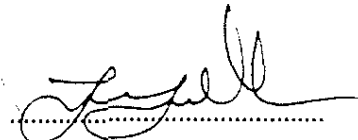


Signed as a deed by Christopher Scott  
in the presence of:

  
.....  
Trustee

Witness:

Signature




Name

JANINE MCCLAUGHLIN

Address

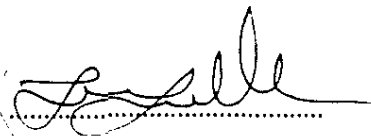
17 MACADAM CLOSE  
BURNWOOD  
STAFFS WS7 9LJ

Signed as a deed by Scott Motor Company  
Limited acting by Christopher Scott, a director in  
the presence of:

  
.....  
Director

Witness:

Signature



Name

JANINE MCCLAUGHLIN

Address

17 MACADAM CLOSE  
BURNWOOD  
STAFFS WS7 9LJ