



Registration of a Charge

Company name: **INDEPENDENT VETCARE LIMITED**

Company number: **07746795**



X5C3KDSP

Received for Electronic Filing: **27/07/2016**

Details of Charge

Date of creation: **22/07/2016**

Charge code: **0774 6795 0007**

Persons entitled: **PARAGON BANK TECHNOLOGY FINANCE LIMITED**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DECLAN O'BRIEN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7746795

Charge code: 0774 6795 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2016 and created by INDEPENDENT VETCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2016 .

Given at Companies House, Cardiff on 28th July 2016

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

Paragon Bank Technology Finance Limited

SUPPLEMENTAL CHATTEL MORTGAGE

I hereby certify this to be a true copy of
the original



Name DECLAN O'BRIEN Date 27.07.16

Paragon Bank Technology Finance Limited
Company Reg. No. 1639510
Registered Office: 51 Homer Road, Solihull, West
Midlands B91 3QJ

AGREEMENT No. 202097

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


PARTICULARS OF COMPANY

Company Name ("the Company") INDEPENDENT VETCARE LIMITED		Company Reg. No. 07746795
Full names of Directors Amanda Jane Davis David Robert Geoffrey Hillier Stuart Jonathan Caton		
Address of Company Station Road East Ashley Avenue Bath	Siting Address (if different) Links Veterinary Group Alderston Field, Haldane Avenue Haddington East Lothian	
Post Code: BA1 3DS Telephone 01225 481 520	Post Code: EH41 3NQ	Telephone: 01620 822 262

PARTICULARS OF GOODS: Please describe in full

Type / Model	Serial Number	Date of manufacture
Epica Vimago Vet CT Scanner Unit comprising:		
VIM01 Epica Vimago Gantry Unit	VS0056-G	2015
VIM02 Epica Pegaso Workstation	VS0056-WS	2015
VETZ-ADD-MOD 6bit CT Easy Image Enterprise Edition 64 Bit (HD CT)		2015
VETZ-ADD-3D Easy Image 3D-High-end 3D functionality for CT or MRI		2015


WITNESS TO THE COMPANY'S SIGNATURE

Signature ★ 
Name ★ P. UREN
Address ★ 20 Buckingham Road
Chippenham
Wiltshire
SN15 3TF
Occupation ★ PAYROLL ACCOUNTANT
Signature for and on behalf of
PARAGON BANK TECHNOLOGY FINANCE LIMITED.
DATE 22/07/2016

To: Paragon Bank Technology Finance Limited:

Before we signed this Deed of Supplemental Chattel Mortgage, all the details requiring completion were completed to our satisfaction. We have read and understood the Terms of the Deed set out below.

EXECUTED and DELIVERED as a DEED on ★ 22/7/16
by The Company
acting by its authorised officer:


★  Director

Director's full name in block capitals:

★ Amanda Davis

The Signatory warrants that he/she has authority to bind the Company to this Deed.

I hereby certify this to be a true copy of the original


Name DECLAN O'BRIEN Date 23.07.16

CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

★ Minutes of a meeting of the Directors properly convened and held on 22/7/16 2016

at Station Road East, Ashley Avenue, Bath BA1 3DS

It was reported to the meeting that:

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

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

IT WAS RESOLVED

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

TO: PARAGON BANK TECHNOLOGY FINANCE LIMITED

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

★ Signature A.Davis ★ Position in relation to the Company F-D
 ★ Name of Signatory A.DAVIS ★ Date 22/7/16

TERMS OF THE SUPPLEMENTAL CHATTEL MORTGAGE

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

- BETWEEN:
- (1) the Company : the company described as the Company in the Schedule; and
 - (2) PBTF : PARAGON BANK TECHNOLOGY FINANCE LIMITED (registered in England & Wales with company number 1639510) of 51 Homer Road, Solihull, West Midlands B91 3QJ

Definitions

In this Deed the following terms have the meanings respectively given to them:
the Assets means the plant, machinery, equipment, vehicles or other assets described in the Schedule and includes any and each of them where there are more than one;
Associate means: any guarantor indemnifier or other surety in respect of the Company or its liabilities; or a holding company, subsidiary, or subsidiary of a holding company; such terms being given the definitions in section 736 of the Companies Act 1985; or an associate as defined by section 435 of the Insolvency Act 1986; and in the case of PBTF, any person connected or associated to PBTF and which PBTF may from time to time nominate as being an Associate of PBTF for the purposes of this Deed (including, without limitation, and without any requirement for prior notification, any present or future holding company or subsidiary of PBTF (and any subsidiary of any such holding company) as such terms are defined above);
Business Day means any day other than a Saturday, Sunday or English Bank Holiday;
Charged Property means the Non-Vesting Assets and other rights and interests mortgaged or charged to PBTF pursuant to the terms of this Deed and includes any part of them;
Lease Purchase Agreement means the lease purchase agreement entered into on or about the date of this Deed in respect of the Assets;
Non-Vesting Assets means all or any of the Assets which are to be or have purportedly been sold by the Company to PBTF and where, for whatever reason, title to the Asset or Assets concerned fails (or is held to have failed) to vest absolutely and effectively in PBTF;
Receiver means a receiver or receivers appointed under this Deed; and
Secured Obligations means all of the monies, obligations and liabilities of the Company described in clause 0 or arising under any of the other clauses of this Deed.

Agreement by the Company to pay PBTF

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

Security

- 1.1 As security for the Secured Obligations, the Company with full title guarantee assigns absolutely to PBTF by way of security all of its right, title and interest in the Non-Vesting Assets together with the benefit of all existing guarantees, warranties, and servicing and maintenance agreements and intellectual property rights licensed to or to which it is entitled relating to the Assets.
- 1.2 Upon PBTF being satisfied that all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, it will, at the request of the Company and on payment of a redemption administration fee of £100, reassign to the Company the Non-Vesting Assets and the other assets and rights referred to in clause 1.1.
- 1.3 As further security for the Secured Obligations, the Company with full title guarantee charges in favour of PBTF by way of fixed equitable charge:
 - 1.3.1 all Non-Vesting Assets which are not owned by either PBTF or the Company on the date of this Deed and which the Company subsequently acquires;
 - 1.3.2 all future guarantees, warranties and servicing and maintenance agreements to which it becomes entitled in relation to the Assets; and
 - 1.3.3 the benefit of all insurances relating to the Assets (including all claims and returns of premium).

Covenants by the Company

The Company covenants with PBTF as follows:

- 1.4 To comply in respect of the Non-Vesting Assets with all of the covenants, undertakings and indemnities set out in the Lease Purchase Agreement as if repeated, mutatis mutandis, in this clause 1.4.
- 1.5 Not to grant (or permit to be created) any further mortgage, charge, pledge, assignment or encumbrance of or over the Charged Property (including any charge of land on which the

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

- 1.6 Not (without the prior written consent of PBTF) to permit the Non-Vesting Assets to become affixed to, or otherwise connected with, any land or building so that the Non-Vesting Assets will become a fixture. As between PBTF and the Company the Non-Vesting Assets will remain personal moveable property;
 - 1.7 To obtain from any landlord of the premises at which the Non-Vesting Assets may from time to time be situated on anything other than a temporary basis a waiver in a form acceptable to PBTF, or, if it is not practical, in PBTF's opinion, to obtain a formal waiver from the landlord, to give the landlord of such premises notice of the security created by this Deed in a form acceptable to PBTF;
 - 1.8 To pay and discharge as they fall due all debts, liabilities and damages whatsoever which have given or may give rise to liens on or claims enforceable against the Non-Vesting Assets whether in distress or otherwise and in the event of the detention of the Non-Vesting Assets in the exercise or purported exercise of any such lien or claim, to procure the release of the same from such detention immediately upon receiving notice of it. If the Company fails to comply with this covenant then PBTF may do so at the expense of the Company which shall form part of the Secured Obligations.
 - 1.9 To confirm the location of the Non-Vesting Assets upon being requested to do so by PBTF and, in any event, not to permit the Non-Vesting Assets to be taken outside of Great Britain.
- Default by the Company re repair and insurance**
- 1.10 If at any time the Company shall not keep the Non-Vesting Assets in such state of repair as specified in the Lease Purchase Agreement (and as incorporated by reference by clause 1.4 of this Deed), PBTF may, (but without being under any obligation to do so), put or keep the Non-Vesting Assets in repair (with power to enter onto any premises at which the Assets are located for that purpose).
 - 1.11 If at any time the Company does not effect or keep up such insurances as specified in the Lease Purchase Agreement or produce a copy of the policy and evidence of premiums having been paid up to date on demand then PBTF may (but without being under any obligation to do so) insure and keep the Non-Vesting Assets insured in any sum which PBTF may think expedient, which amount will be immediately payable by the Company to PBTF and will form part of the Secured Obligations.
 - 1.12 If the Company shall have failed to deliver on demand as specified above the policy or policies or current premium receipt in respect of the Non-Vesting Assets, PBTF shall be entitled to assume that the Company has made default in insuring them in accordance with the requirements of this Deed.

Power of sale and exclusion of Law of Property Act provisions

- 1.13 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or extended by this Deed, each arise on the date of this Deed and shall be immediately exercisable at any time after a notice demanding payment of and/or discharge and/or provision for any monies secured by this Deed shall have been served by PBTF on the Company or a Receiver has been appointed under this Deed.
- 1.14 Section 103 of the Law of Property Act 1925 shall not apply to this Deed and any sale may be made on such terms as PBTF or any Receiver may think fit. Neither shall the restriction on the right of consolidation in Section 93 of the Law of Property Act 1925 apply to this Deed.

Appointment of receiver and enforcement

- 1.15 At any time after PBTF shall have demanded payment of any money or liability secured by this Deed PBTF may in writing appoint any person or persons to be a Receiver (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver) and may remove any Receiver and appoint another or others in his or their place. Following such demand (whether or not a Receiver has been appointed) PBTF and any Receiver shall have the following powers without by reason of that becoming liable as a mortgagee in possession:
 - 1.15.1 To take possession of, collect and get in the Charged Property and for that purpose to take any proceedings in the name of the Company or otherwise as may seem expedient, to collect, recover, compromise, settle and give a good discharge for the sums payable in respect of the Charged Property and any claims outstanding or arising in respect of the Charged Property and to institute such proceedings as PBTF or the Receiver may think fit;
 - 1.15.2 To carry on manage or concur in carrying on and managing the business of the Company or any part of it in so far as the same relates to the Charged Property, to perform any obligation of the Company relating to such matters, to exercise all

Name DECLAN O'BRIEN Date 29.07.16

rights, duties and powers of the Company in connection with the Charged Property, to institute and defend legal proceedings, to give and receive notices, to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Property;

- 1.15.3 Without the restrictions imposed by section 103 of the Law of Property Act 1925, to sell or concur in selling, exchange, lease, hire, charter, licence, call in, collect and convert into money or otherwise dispose of the Charged Property on such terms as PBTF or any Receiver may think fit and to use the same for any purpose that PBTF or the Receiver may think fit;
- 1.15.4 To make any arrangement or compromise which PBTF or any Receiver shall think expedient;
- 1.15.5 To appoint managers, agents, officers, employees, and workmen for any of the purposes described in this clause 7.1 or to guard or protect the Non-Vesting Assets at such salaries and for such periods as PBTF or any Receiver may determine;
- 1.15.6 To sever and sell the Non-Vesting Assets separately from any property to which they may be annexed;
- 1.15.7 To do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers described in this clause 1.15 and which any Receiver lawfully may or can do as agent for the Company or which PBTF lawfully may or can do as mortgagee;
- 1.15.8 In the case of a Receiver to do anything or exercise any power which PBTF could do or exercise as mortgagee; and
- 1.15.9 To exercise all powers in relation to the Charged Property which are or would be exercisable by an administrative receiver and which are set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver) and without being restricted in any way by any of the other provisions of this clause 1.15.
- 1.16 All monies received by PBTF or by any Receiver shall be applied firstly in payment of the Receiver's remuneration and the costs of realisation (including all costs incurred directly or incidentally in the exercise of the powers conferred by this Deed, secondly in payment of all sums (if any) payable by statute in preference to sums secured by this Deed), thirdly in or towards payment of all or any of the matters referred to in paragraphs (i) - (iv) of sub-section 109(8) Law of Property Act 1925 as the Receiver in his absolute discretion shall decide and fourthly in or towards satisfaction of the Secured Obligations. Sub-section 109(8) of the Law of Property Act 1925 is otherwise excluded.
- 1.17 Any Receiver shall be deemed to be the agent or agents of the Company and the Company shall be solely responsible for his or their acts or defaults and for his or their remuneration, which PBTF may from time to time fix. Such agency shall continue until the Company shall go into liquidation and thereafter any Receiver shall act as principal and not as the agent of the Company.
- 1.18 Neither PBTF nor any Receiver shall be under any obligation to do anything to enforce the obligations of any person, and shall not be liable to the Company for any loss or damage caused by omission so to do.
- 1.19 If any Receiver shall in the exercise of his powers authorities and discretions conform to the directions and regulations from time to time given and made by PBTF then PBTF shall not be responsible for any loss occasioned as a result.
- 1.20 No purchaser, mortgagee or other person dealing with PBTF or any Receiver shall be concerned to enquire whether any power exercised or purported to be exercised by it or him has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by or other dealing with PBTF or any Receiver but any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

Continuing security

- 1.21 This security shall be a continuing security and shall not be considered satisfied, discharged or redeemed by any intermediate payment or satisfaction of the whole or any part of the monies and obligations due, owing or incurred to PBTF by the Company.
- 1.22 The security created by this Deed is in addition to any other security or securities which PBTF now holds or may from time to time acquire from the Company or any other person and all rights remedies and powers of PBTF under this Deed will be in addition to and shall not limit those conferred on PBTF by any other deed or agreement or implied by law.

Notice of subsequent assignment or charge

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

Power of attorney and covenant for further assurance

- 1.23 As security for the performance of its obligations and liabilities under this Deed the Company irrevocably appoints each of the persons specified in clause 1.24 severally to be the attorney of the Company and on its behalf and as its act or deed or otherwise to execute and deliver in the name of the Company all deeds and documents and perform all acts required to be performed by the Company under this Deed and (after a demand has been served on the Company for payment of amounts secured by this Deed) which PBTF or any Receiver require be done in order to facilitate the enforcement of the security created by this Deed or which the Company could do in relation to the Charged Property. Any such attorney will only exercise their respective rights under this clause 0 after demand for payment of the Secured Obligations has been made. This will include payment of any insurance premiums and all other sums covenanted to be paid by the Company to third parties under the terms of this Deed which will forthwith be recoverable by PBTF from the Company and shall form part of the liabilities secured by this Deed.
- 1.24 The persons referred to in clause 1.23 are PBTF, any person nominated in writing under the hand of any director or officer of PBTF and any Receiver.
- 1.25 The Company undertakes to execute and (if appropriate) register such deeds and documents and perform such acts as PBTF or any Receiver may consider necessary or desirable for the purpose of vesting in PBTF or in the Receiver title to the Non-Vesting Assets (including assignments by way of security of any of the insurances assigned by Clause 1.3 and notices of assignment in relation to those insurances) or otherwise perfecting or enforcing the security of PBTF under the terms of this Deed.

Exclusion of liability

- 1.26 PBTF, any Receiver, delegates and sub-delegates shall not be liable to account to the Company for anything except PBTF's own actual receipts or be liable to the Company for any loss or damage arising from any realisation by PBTF, any Receiver, delegates or sub-delegates of the Charged Property or for any act, default, omission or negligence of any of the same in relation to the Charged Property.
- 1.27 Nothing in this clause 11 shall exclude or limit liability for (or remedies arising in the event of) fraud.

Payments

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

Indemnity

The Company agrees to pay to PBTF on demand all costs charges and expenses (including legal costs on a full indemnity basis) incurred in any way by reason of any breach of this Deed by the Company, in obtaining any advice and taking any action which PBTF in its absolute discretion considers necessary to protect, defend or assert its interest in and any

rights it may have over the Charged Property or otherwise in exercise of the powers and rights under this Deed or to obtain payment of any sums due to it whether under this Deed, any ancillary documentation or otherwise or any matter connected with the Charged Property, this Deed or any ancillary documentation, including without limiting this obligation, obtaining advice on the value, ascertaining the whereabouts of the Charged Property and any director of the Company and/or any guarantor, repossession and sale of the Charged Property (and additionally but without derogation to the generality of the foregoing indemnify PBTF against all claims and demands made upon PBTF by reason of any loss, damage or injury suffered by any person or company directly or indirectly as a result of the presence, installation, use, removal or replacement of the Charged Property).

Service of notices

- 1.28 A notice or demand for payment under this Deed (including any writ or summons) (a "Notice") may be served by PBTF or any Receiver on the Company by leaving it at, or by sending it through the post in a pre-paid letter addressed to the Company at, the last known address of the Company or to the Company's registered office for the time being, by fax to the number as shown on the Company's notepaper or as otherwise notified by the Company to PBTF or personally on any officer of the Company. Any Notice served by post shall be deemed to have been served at 10 am on the day following (or if that day following is a Sunday then on the Monday immediately after) that on which it is posted; unless the Notice shall be posted after the time at which the last post collection is made in which case it shall be deemed to be served at 10 am on the second day following. In proving service of any such Notice it shall be sufficient to prove that the envelope containing the Notice was properly addressed and stamped and put in the postal system. A Notice so addressed and posted to the Company shall be effective notwithstanding that it be returned undelivered.
- 1.29 Any Notice served personally on the Company in accordance with Clause 1.28 will be deemed to be served at the time when it is left at such place as is described in Clause 1.28 or when given to an officer of the Company. A Notice served by fax will be deemed served when dispatched subject only to PBTF's fax machine recording successful transmission.
- 1.30 The methods of service described in Clause 1.28 will not affect the validity of any other effective method of service.

Disclosure

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

Indulgence

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

Assignment and transfer

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

No prejudice to Lease Purchase Agreement

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

Severance

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

Applicable law and jurisdiction

English law is applicable to this Deed and, for the exclusive benefit of PBTF, the English Courts shall have jurisdiction; but this shall not prevent PBTF from enforcing such rights as it may have under the laws of other countries and in the courts of such countries.

Construction

1.33 In this Deed:

- 1.33.1 references to any statute is to that statute as amended from time to time, substituted or consolidated;
- 1.33.2 references to any agreement or document shall be construed as referring to such agreement or document as the same may have been, or may from time to time be, varied supplemented novated or assigned; and
- 1.33.3 unless the context otherwise requires, words denoting the single number only shall include the plural and vice versa; and references to any gender include all other genders and a reference to a "person" will be construed to include any person, firm, company, corporation, government, PBTF or agency of PBTF or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

- 1.34 The Schedule above forms a part of this Deed.

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

I hereby certify this to be a true copy of the original



Name DECLAN O'BRIEN Date 27.07.16