

MR01

Particulars of a charge

510158/13.00



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

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

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

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

SATURDAY



A50NMPVM

A14

13/02/2016

#153

COMPANIES HOUSE

For more information, please
visit the Companies House website at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for filing** within
21 days beginning with the day after the date of creation of the charge.
If the form is not delivered within the 21 days it will be rejected unless a
court order extending the time for delivery has been obtained.

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**

1 Company details

Company number 08786229
Company name in full ITS TECHNOLOGY GROUP LIMITED

4 For official use
→ **Filing 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 05/02/2016

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 REPARO FINANCE LIMITED
(CRN 09030965)

Name

Name

Name

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

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

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

Pride Park - Derby Development
Ubiquiti Rocket M5

For more details please refer to Schedule 1 of the instrument.

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 ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

Clanor Solicitors Limited

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 LORNA WEBB (44502 3)

Company name Clarion Solicitors Limited

Address Elizabeth House

13-19 Queen Street

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 2 T W

Country

DX 26427 Leeds Park Square

Telephone 0113 246 0622



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



Important information

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



How to pay

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

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



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8786229

Charge code: 0878 6229 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th February 2016 and created by ITS TECHNOLOGY GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2016.

Given at Companies House, Cardiff on 18th February 2016

DX



Companies House



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

For use in respect of a private limited company charging English assets

DATED 5 February 2016

ITS TECHNOLOGY GROUP LIMITED (1)

and

REPARO FINANCE LIMITED (2)

CHattel MORTGAGE

To be presented for registration at Companies House within 21 days of dating

#

 **reparofinance**

We certify this to be a
true copy of the original.

Dated 12/02/2016

Signed [Signature]

Clarion Solicitors Limited

Elizabeth House

13-19 Queen Street

Leeds

LS1 2TW

CONTENTS

SECTION	HEADING	PAGE
1	INTERPRETATION	1
2	CHARGE	1
3	COVENANTS	1
4	FURTHER ASSURANCE	2
5	ENFORCEMENT	2
6	POWERS	3
7	RECEIVERS	3
8	PROTECTION OF THIRD PARTIES	4
9	NO LIABILITY AS MORTGAGEE IN POSSESSION	4
10	SUSPENSE	4
11	POWER OF ATTORNEY	4
12	CUMULATIVE AND CONTINUING SECURITY	4
13	SET-OFF	4
14	ASSIGNMENT	4
15	INVESTIGATION	5
16	SEPARATE PROVISIONS	5
17	WAIVERS	5
18	COUNTERPARTS	5
19	NOTICES	5
20	GOVERNING LAW	5
21	THIRD PARTY RIGHTS	5
	SCHEDULE 1 – SCHEDULED CHATTELS	6

THIS CHATTEL MORTGAGE is made on 5 February 2016

BETWEEN

- (1) **ITS TECHNOLOGY GROUP LIMITED** (Registered no: 08786229) whose registered office is at 5205 Science Block, The Heath Business and Technical Park, Runcorn, Cheshire, WA7 4QX (the Company); and
- (2) **REPARO FINANCE LIMITED** (Registered no: 09030965) whose registered office is at 28 Eaton Avenue Matrix Office Park, Buckshaw Village, Chorley, Lancashire, PR7 7NA (the Lender which expression shall include its successors and assigns whether direct or indirect).

1 INTERPRETATION

1.1 In this Chattel Mortgage:

Charged Property means all assets, rights and property of the Company the subject of any security created under or pursuant to this Chattel Mortgage and every item included therein or part or parts hereof;

Costs means all outgoings, payments, losses, liabilities, costs, claims, demands, charges or expenses of any kind on a full indemnity basis including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on any of those things;

Enforcement Costs means all Costs incurred by the Lender or any receiver in taking, perfecting, enforcing or exercising any of the Lender's security or their respective rights and powers;

Receiver means any person appointed or to be appointed by the Lender as receiver or receiver and manager pursuant to this Chattel Mortgage;

Scheduled Chattels means those assets described in Schedule 1 and all spare parts, replacements, modifications and additions for or to the same from time to time and the full benefit of all associated warranties and maintenance contracts;

Secured Liabilities means all monies, debts, obligations and liabilities from time to time due, owing or incurred by the Company to the Lender of any kind, whether present, future, actual or contingent, and in any currency (whether incurred alone or jointly with another) including without limitation any arising under this Chattel Mortgage, together with the Lender's charges, commission, interest and Enforcement Costs, and

VAT means Value Added Tax.

- 1.2 References to statutes and statutory provisions shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation.
- 1.3 References to property shall include any interest (legal or equitable) in real or personal property and any thing in action.

- 1.4 References to this Chattel Mortgage shall include the Schedules.
- 1.5 Words importing the singular shall include the plural and vice versa.
- 1.6 References to this Chattel Mortgage and to any provisions of it, or to any other document shall be construed as references to the document in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.
- 1.7 Clause headings are for ease of reference only and are not to affect the interpretation of this Chattel Mortgage.
- 1.8 The terms of the documents under which the Secured Liabilities arise and of any side letters between the Lender and the Company in relation to them are incorporated in this Chattel Mortgage to the extent required for any purported disposition of the Charged Property (or any of it) contained in this Chattel Mortgage to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.9 References to a guarantor are to a guarantor of all or any of the Company's obligations to the Lender

2 CHARGE

The Company covenants to discharge and indemnify the Lender in respect of the Secured Liabilities on demand and as a continuing security for such discharge and indemnity and with full title guarantee the Company gives the following charges to the Lender in respect of the Company's property and undertaking whether existing or owned now or in the future:

2.1 fixed charges in respect of:

- 2.1.1 the Scheduled Chattels and all spare parts, replacements, modifications and additions for or to the Scheduled Chattels and the full benefit of all warranties and maintenance contracts in relation to the Scheduled Chattels; and
- 2.1.2 all insurance policies and the proceeds of any insurance in respect of the Scheduled Chattels.

3 COVENANTS

The Company shall:

- 3.1 not create, purport to create or allow to subsist, any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) over the whole or any part of the Charged Property;
- 3.2 not sell, lease or hire or otherwise dispose of the whole or any part of, or any interest in, the Charged Property;
- 3.3 at all times keep all chattels comprising part of the Charged Property in good and substantial repair and condition and fit for purpose and renew, service and overhaul the same as necessary and comply with all relevant legal requirements necessary for the operation thereof;

- 3.4 if so required by the Lender affix to such of the Charged Property as the Lender shall specify such plaques, name plates, notices, boiler plates or other forms of wording of reasonable size and type in a readily visible position as the Lender may require to the effect that the same are charged to the Lender;
- 3.5 not alter any source codes, IP addresses and other such operational material as required to operate and control the Charged Property and supply any replacement or additional operational processes and materials sufficient to control the operation of the Charged Property on demand to the Lender
- 3.6 permit the Lender or its agents with or without surveyors workmen and others at all reasonable times to inspect any premises upon which any of the Charged Property may be kept or stored to view the state of repair of such Charged Property and to carry out at the Company's expense any repairs thereto which the Lender considers necessary (without thereby becoming liable as a mortgagee in possession) and it is agreed that all Costs incurred by the Lender in respect thereof shall form part of the Secured Liabilities;
- 3.7 keep all Charged Property comprehensively insured for its full reinstatement cost (including if requested by the Lender, terrorism cover) with such insurers and otherwise on such terms as the Lender shall consider necessary, in the joint names of the Company and the Lender or (if the Lender shall so agree) with the interest of the Lender duly noted on the policy,
- 3.8 notify the Lender of any circumstances that may give rise to an insurance claim, hold on trust for the Lender all proceeds of any insurance of the Charged Property and, at the Lender's option, apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Liabilities whether or not then due,
- 3.9 punctually pay all premiums and other monies necessary for keeping the aforesaid insurances in force,
- 3.10 deposit with the Lender all insurance policies (or copies where the Lender agrees),
- 3.11 in relation to the Charged Property, maintain all log books 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 thereto and upon demand to deliver the same to the Lender;
- 3.12 in relation to the Charged Property, ensure that all persons having any interest in any premises at which any of the same (or any documents of title thereto) are kept (whether such interest arises as lessor lessee mortgagee or otherwise) waives in a form satisfactory to the Lender any right they may have to distrain upon or against the same;
- 3.13 ensure that any replacements modifications renewals and additions to the same are the absolute property of the Company free of all liens charges or other encumbrances, and
- 3.14 provide to the Lender any additional information relating to the location, routing, servicing and operation of the Charged Property as the Lender may request from time to time

- 3.15 provide the Lender with such additional financial and other information concerning the Company as the Lender shall request from time to time including without limitation any relating to a lender's obligation to know its customer

4 FURTHER ASSURANCE

The Company will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further secure the payment or discharge of the Secured Liabilities.

5 ENFORCEMENT

This Chattel Mortgage will become enforceable and all the Secured Liabilities will become payable on demand when'

- 5.1 any of the Secured Liabilities is not paid when due or otherwise and/or discharged in accordance with the terms of this Chattel Mortgage;
- 5.2 the Company so requests the Lender in writing (whether or not the Lender has entered into or taken possession of the Charged Property);
- 5.3 any step is taken (including, without limitation, making an application, giving notice of intention to appoint, giving notice of a meeting or proposing a resolution) by the Company or by any other person towards the appointment of an administrator in respect of the Company;
- 5.4 any step is taken (including, without limitation, making a demand, presenting a petition, making an application or proposal, giving notice of a meeting or proposing a resolution) by the Company or by any other person towards a company voluntary arrangement or other composition or compromise of the Company's liabilities, the winding up or dissolution of the Company, or the appointment of a liquidator (whether provisional, interim or otherwise), trustee, receiver, or similar officer to the Company or any part of its undertaking or assets,
- 5.5 any person levies or attempts to levy any distress, attachment, execution or other legal process against any of the Charged Property;
- 5.6 the Company is in breach of any of the terms of this Chattel Mortgage;
- 5.7 any information given by the Company or any guarantor is discovered to be inaccurate or untrue in any material respect;
- 5.8 it appears to the Lender that the Company or any guarantor is unable to pay its debts as they fall due, or (taking into account contingent and prospective liabilities) has liabilities in excess of its assets;
- 5.9 there is a change in ownership of the Company as a result of which either (i) a single guarantor or (ii) its shareholder group as at the date of this Chattel Mortgage ceases to own shares in the Company carrying more than 50% of the voting rights and economic interests of all of the shares in the Company;
- 5.10 the Company ceases to carry on business;

- 5.11 any guarantor serves notice to terminate or crystallise their liability under their guarantee and indemnity or otherwise seeks to avoid that liability; or
- 5.12 any of the events specified in clauses 5.3 to 5.5 (inclusive) above (or similar) occurs in respect of a guarantor or a guarantor breaches any obligation which it owes to the Lender.

6 POWERS

- 6.1 For the purposes of all powers implied by statute, and in particular the power of sale under section 101 of the Law of Property Act 1925 (*Powers incident to estate or interest of mortgagee*), the Secured Liabilities will be deemed to have become due when the security created by this Chattel Mortgage becomes enforceable and section 103 of the Law of Property Act 1925 (*Regulation of exercise of power of sale*) shall not apply to this Chattel Mortgage.
- 6.2 The restriction on the consolidation of mortgages contained in section 93 of the Law of Property Act 1925 (*Restriction on consolidation of mortgages*) will not apply to this Chattel Mortgage.
- 6.3 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Lender may in its absolute discretion think fit. The Lender is not obliged to comply with any of the provisions of section 99 (*Leasing powers of mortgagor and mortgagee in possession*) and section 100 (*Powers of mortgagor and mortgagee in possession to accept surrenders of leases*) of the Law of Property Act 1925.
- 6.4 Each of the Lender and any Receiver, as the case may be, may exercise their respective statutory powers of sale in respect of the whole or any part of the Charged Property.
- 6.5 Section 109 of the Law of Property Act 1925 (*Appointment, powers, remuneration and duties of receiver*) shall not apply to this Chattel Mortgage and the Company agrees that the Lender may agree whatever basis of remuneration it considers appropriate with any Receiver.
- 6.6 At any time after this Chattel Mortgage becomes enforceable, the Lender may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Charged Property or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be conclusive and binding on the Company. All money paid by the Lender to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.
- 6.7 The Lender may exercise all powers granted to Receivers by this Chattel Mortgage, whether as attorney for the Company or otherwise.

- 6.8 If the Company shall fail to do any of the things or pay any of the sums provided for in clause 3 (*Covenants*) the Lender shall be entitled (but not obliged) to do those things or pay those amounts either in the name of the Company or in its own name and the Company shall indemnify the Lender in respect of any Costs incurred in respect thereof, which Costs shall also form part of the Secured Liabilities.

- 6.9 Any Costs which pursuant to this Chattel Mortgage are to form part of the Secured Liabilities shall accrue interest at the highest rate (including any default rate) and shall compound at the most frequent intervals provided for in relation to any part of the Secured Liabilities.

7 RECEIVERS

- 7.1 The Lender may at any time after the security created by this Chattel Mortgage becomes enforceable (whether or not the Lender has entered into or taken possession of the Charged Property) by writing appoint any person or persons (including a manager or official of the Lender) to be a Receiver upon such terms as to remuneration and otherwise as the Lender may from time to time think fit and may similarly remove any of the above office holders and appoint another office holder in his stead and any Receiver so appointed shall be the agent of the Company for all purposes.
- 7.2 A Receiver has all the powers to do or abstain from doing anything which the Company could do or abstain from doing in relation to the Charged Property and shall have all the powers set out in Schedule 1 to the Insolvency Act 1986 as if he was an administrative receiver duly appointed under that Act (so far as such powers relate, or could relate, to the Charged Property) and all other powers from time to time conferred on receivers by statute and shall be able to do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Chattel Mortgage or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.
- 7.3 Where more than one Receiver is appointed, each Receiver has the power to act jointly and severally unless the Lender specifies otherwise in the appointment of such Receiver.
- 7.4 The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Lender as provided in clause 6 (*Powers*) or otherwise and so that, inter alia, such powers are and remain exercisable by the Lender in respect of that part of the Charged Property in respect of which no appointment is made of a Receiver.
- 7.5 The Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees (which the Lender shall be entitled to determine) and any VAT thereon and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925 (*Appointment, powers, remuneration and duties of receiver*).

8 PROTECTION OF THIRD PARTIES

No person (including, without limitation, any purchaser, mortgagor or mortgagee) dealing with the Lender shall be concerned to enquire:

- 8.1 whether all or some part of the Secured Liabilities has become due; or
- 8.2 whether a demand for such Secured Liabilities has been duly made; or
- 8.3 whether any power which the Lender or Receiver is purporting to exercise has become exercisable; or
- 8.4 whether any money remains due to the Lender; or
- 8.5 how any money paid to the Lender or Receiver is to be applied.

9 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Lender nor any Receiver will by virtue of entering into possession of any of the Charged Property be liable to account as mortgagee in possession in respect of the Charged Property or for any loss upon realisation or exercise of any power, authority or right of the Lender or Receiver arising under this Chattel Mortgage, nor for any act, default, neglect, or misconduct of any nature whatsoever.

10 SUSPENSE

- 10.1 If the Lender receives notice of any charge or other interest affecting the Charged Property, or if this Chattel Mortgage becomes enforceable, the Lender may suspend any obligation to make any further advance to the Company.
- 10.2 Subject to clause 10.3 any payments received by the Lender from the Company after the date of any such notice will be deemed to have been applied in repayment of any Secured Liabilities arising after that date.
- 10.3 The Lender may apply any payments received from the Company to reduce any of the Secured Liabilities, as the Lender decides.

11 POWER OF ATTORNEY

- 11.1 By way of security, the Company irrevocably appoints the Lender, each person deriving title from the Lender and any Administrator or Receiver, as the case may be, severally to be its attorney (with full power to appoint substitutes and to sub-delegate) on its behalf, in its name and as its act and deed or otherwise to execute and deliver any document or any alteration, addition or deletion to any document which such attorney requires or deems proper in relation to this Chattel Mortgage and which the Company is, or may become, obliged to do pursuant to this Chattel Mortgage or any perfection, protection or enforcement action in connection with it.
- 11.2 The Company hereby ratifies and confirms and agrees to ratify and confirm immediately upon request by the Lender or any Administrator or Receiver the actions of an attorney appointed under clause 11.1.

12 CUMULATIVE AND CONTINUING SECURITY

- 12.1 This Chattel Mortgage is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstances which, but for this clause, might affect or diminish its effectiveness.
- 12.2 The security constituted by this Chattel Mortgage is in addition to and is not in any way prejudiced by any rights whatsoever which the Lender may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other instrument which creates security.
- 12.3 The Lender may consolidate this Chattel Mortgage with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.

13 SET-OFF

The Company agrees that at any time after this Chattel Mortgage has become enforceable the Lender may without notice or further demand set-off any amount due from the Company against any amount due from the Lender to the Company howsoever arising and on any account whatsoever.

14 ASSIGNMENT

- 14.1 The Lender may at any time (without notice or consent) freely assign, transfer, charge, assign by way of security, declare any trust or otherwise dispose of all or any part of the benefit of this Chattel Mortgage.
- 14.2 The Lender may transfer any of its obligations or duties (if any) under this Chattel Mortgage to any person, and upon any such transfer the transferring Lender shall be released from them. This will not affect the Company's obligations under this Chattel Mortgage.
- 14.3 The Company may not assign, transfer, novate or otherwise dispose of any part of the burden of this Chattel Mortgage or assign, transfer, novate, charge, declare any trust or otherwise dispose of any rights arising out of this Chattel Mortgage or out of any actions taken or payments made under it.
- 14.4 The Company irrevocably authorises the Lender to disclose confidential information concerning the Company or its affairs to any member of the Lender's group, its auditors, advisers, any applicable regulatory authority or any person that enters into or may enter into or benefit from any assignment, transfer, declaration of trust, charge or other disposition of any of the Lender's rights or obligations.

15 INVESTIGATION

15.1 If the Company does not discharge its obligations when due or is otherwise in breach of its obligations to the Lender or if the Lender considers it necessary to verify any information given by the Company the Lender may require the Company to appoint a firm of accountants or other professional firm to review its financial or other affairs.

15.2 The Company will ensure that any such review is carried out within 7 days of the Lender's request (or longer if the Lender agrees). The identity of the firm, and the instructions given to them must be approved by the Lender. The Company (and not the Lender) will be responsible for the firm's fees and expenses and any VAT therein, but the Lender may make payment and the Company will repay the Lender on demand.

16 SEPARATE PROVISIONS

Every provision contained in this Chattel Mortgage shall be severable and distinct from every other provision and if any of them shall to any extent be or become invalid or unenforceable the validity and enforceability of the remaining provisions of this Chattel Mortgage shall not in any way be affected or impaired as a result.

17 WAIVERS

No failure or delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

18 COUNTERPARTS

This Chattel Mortgage may be executed in any number of counterparts and all of such counterparts shall together be deemed to constitute one and the same instrument.

19 NOTICES

19.1 All consents, notices and demands must be in writing.

19.2 The Lender may deliver a notice or demand to the Company at its registered office or at the contact details (including at an email address) last known to the Lender.

19.3 A notice or demand signed or given by an official of the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by fax or email, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A business day is any day of the week other than a Saturday, a Sunday or a national holiday in England.

19.4 A notice from the Company to the Lender will be effective on actual receipt.

19.5 Any sum stated in a demand signed by an official of the Lender shall be conclusive evidence that such sum is properly due and payable.

19.6 The Lender may make more than one demand.

20 GOVERNING LAW

20.1 This Chattel Mortgage, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and the English courts have exclusive jurisdiction.

20.2 For the benefit of the Lender, the Company irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this Chattel Mortgage in those courts will be conclusive and binding on the Company and may be enforced against the Company in the courts of any other jurisdiction.

21 THIRD PARTY RIGHTS

A person who is not a party to this Chattel Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Chattel Mortgage but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this Chattel Mortgage or any part of this Chattel Mortgage which is permitted in accordance with its terms).

IN WITNESS WHEREOF this Chattel Mortgage has been executed and delivered as a deed on the date written at the beginning of this Chattel Mortgage and the parties to this Chattel Mortgage intend that it takes effect as a deed notwithstanding the fact that the Lender may only execute to this Chattel Mortgage under hand, or not at all.

For use in respect of a private limited company charging English assets

SCHEDULE 1 – SCHEDULED CHATTELS



Network Assets Register to  **reparofinance**

Mind Blowing : Superfast Broadband : IT Managed Services : Telecoms

 **its**
Technology Group
CONNECTING YOU TO MORE

Existing Networks: National Footprint - Part 1

MANCHESTER

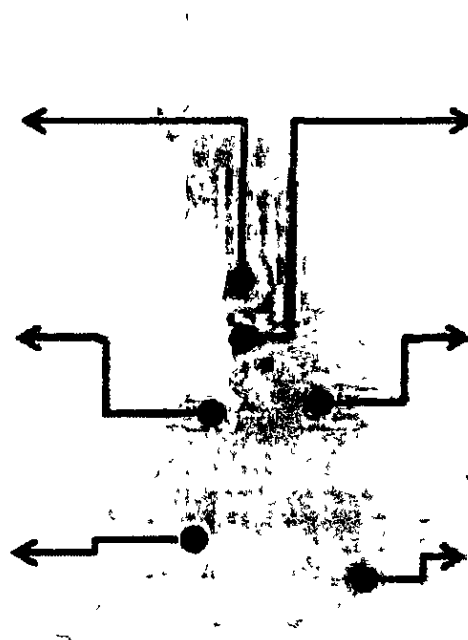
- ✓ Across 3 main Commercial MDUs with ELB
- ✓ FTTC/VoIP and WiFi
- ✓ 30+ customers with 50 orders
- ✓ Exclusive 5yr Agreement with ITS

MANCHESTER

- ✓ Pan Wales Network In to Manchester
- ✓ FTTC and FWA
- ✓ 70+ B2B and 500+ B2C customers
- ✓ The largest FibreSpeed Partner

MANCHESTER

- ✓ VoG Council in Partnership with RCT Homes
- ✓ Hybrid fibre and FWA
- ✓ Designed/built and maintained
- ✓ 100% owned by ITS



MANCHESTER

- ✓ FWA over Fibre
- ✓ 15 Schools
- ✓ Designed, built and supported by ITS
- ✓ Part of Partnership with RM Education

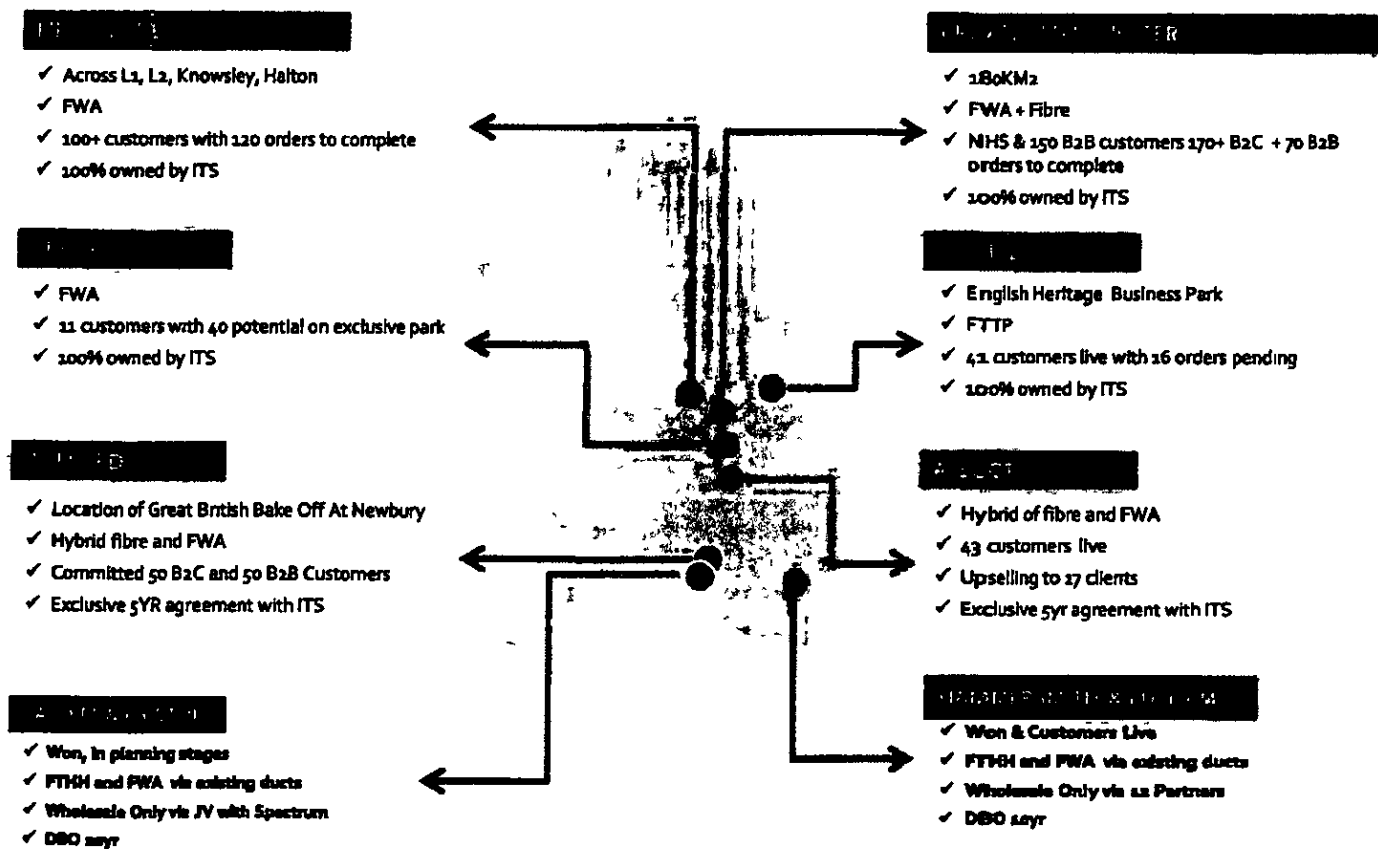
MANCHESTER

- ✓ Designed, built and supported by ITS
- ✓ FWA + Fibre
- ✓ 30+ B2B and 50+ B2C customers
- ✓ Exclusive 5yr Agreement with ITS

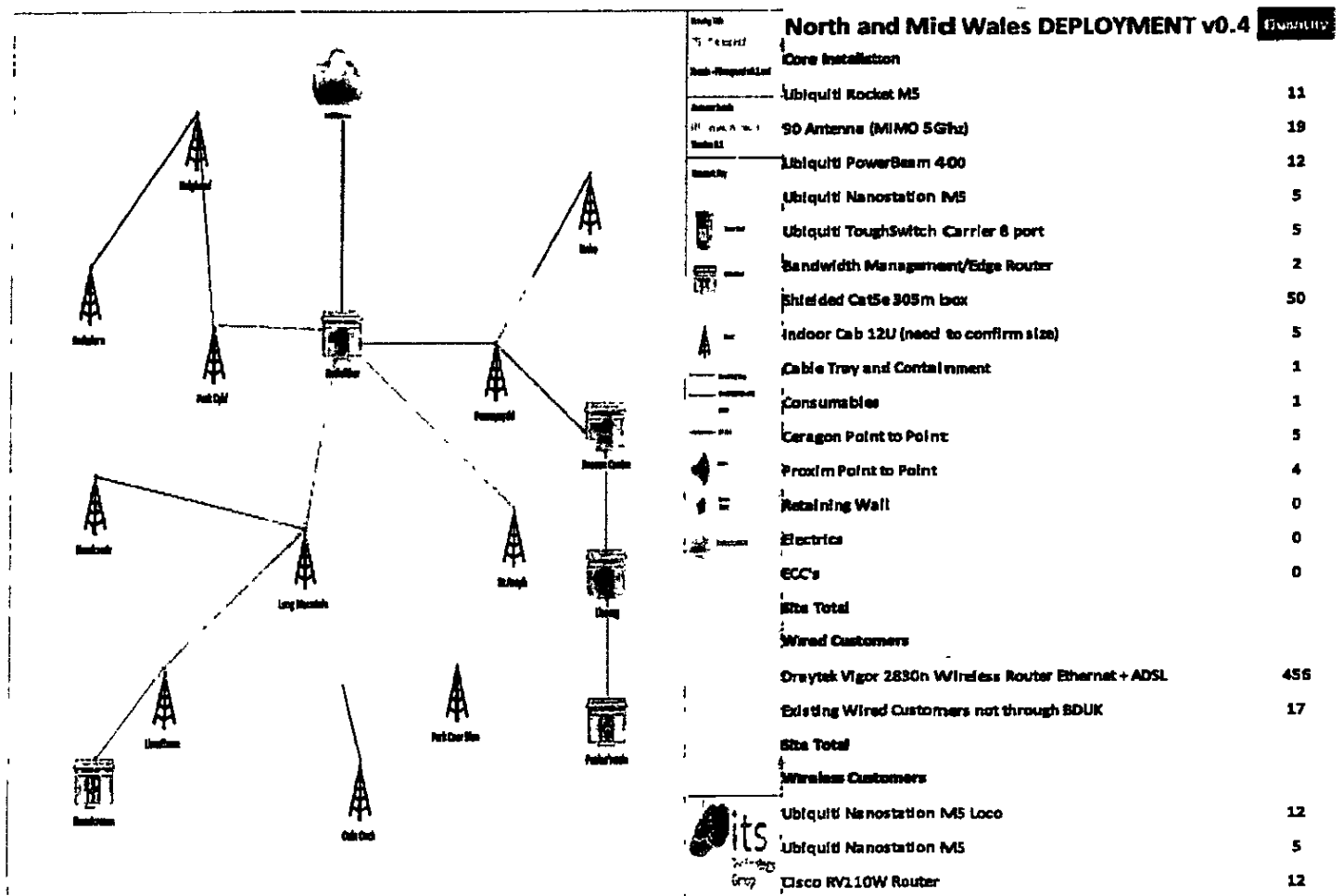
MANCHESTER

- ✓ Hybrid of fibre and FWA in to office park
- ✓ 7 customers live with 15 further orders
- ✓ Upselling to eventually 170 clients
- ✓ Exclusive 5yr Agreement with ITS

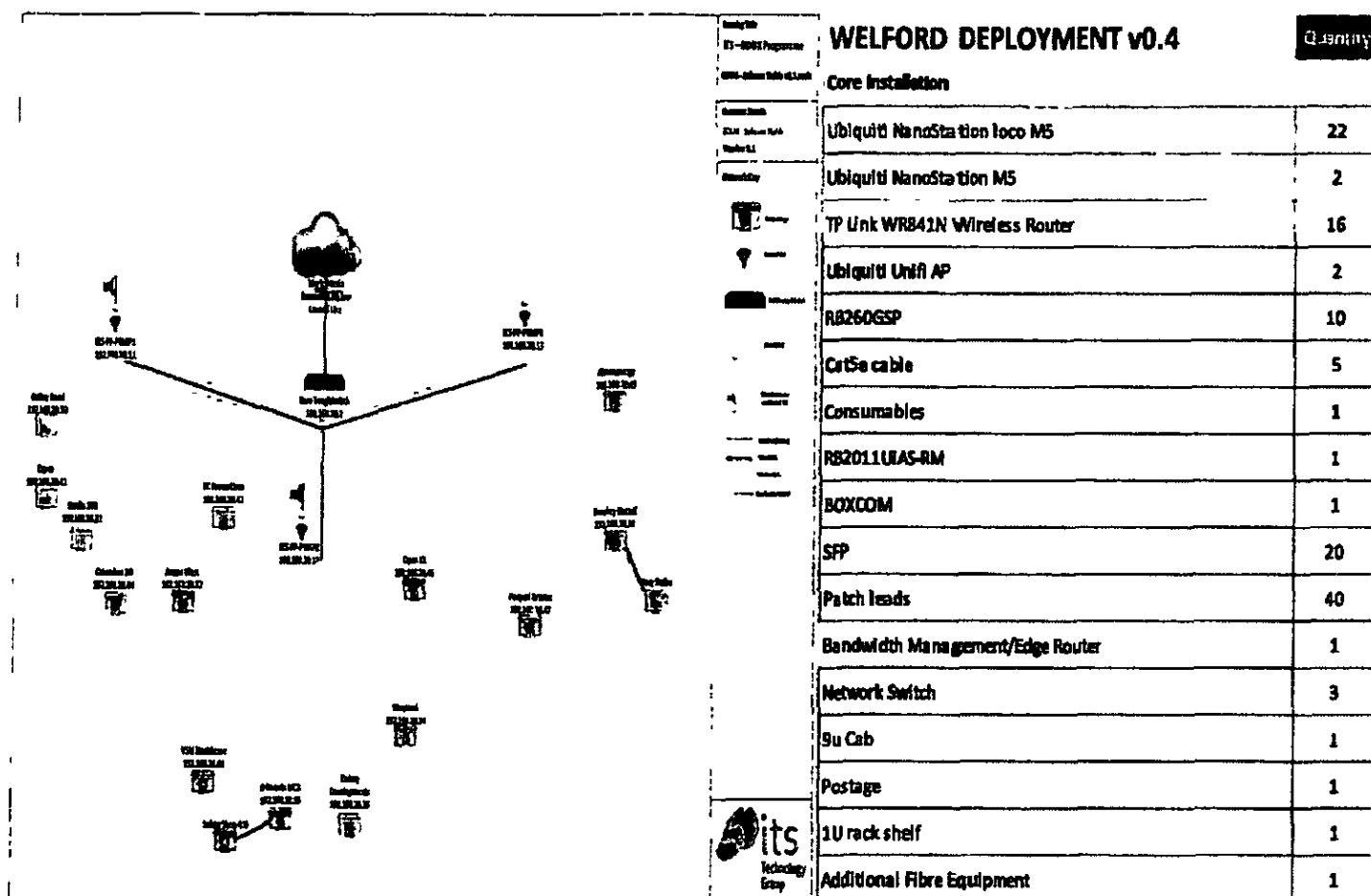
Existing Networks: National Footprint - Part 2



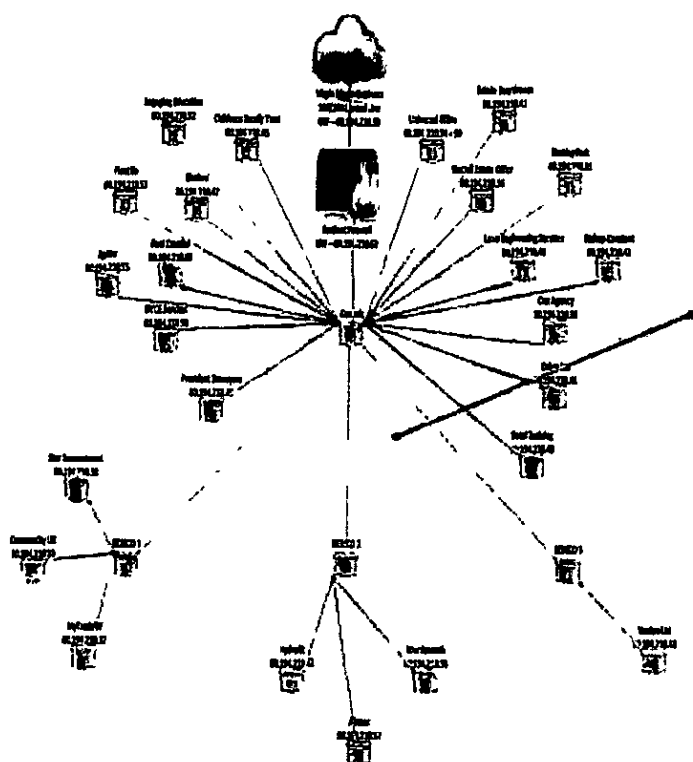
North and Mid Wales



Welford



Nostell



Drawing Date 11/15/2011 11/15/2011 - 11/15/2011 11/15/2011 - 11/15/2011
--

Current Date: _____
 WORK - Personal Email: _____
 Version: 1.0

Networking




Figure 1

1.
 2.
 3.
 4.
 5.
 6.
 7.
 8.
 9.
 10.
 11.
 12.
 13.
 14.
 15.
 16.
 17.
 18.
 19.
 20.
 21.
 22.
 23.
 24.
 25.
 26.
 27.
 28.
 29.
 30.
 31.
 32.
 33.
 34.
 35.
 36.
 37.
 38.
 39.
 40.
 41.
 42.
 43.
 44.
 45.
 46.
 47.
 48.
 49.
 50.
 51.
 52.
 53.
 54.
 55.
 56.
 57.
 58.
 59.
 60.
 61.
 62.
 63.
 64.
 65.
 66.
 67.
 68.
 69.
 70.
 71.
 72.
 73.
 74.
 75.
 76.
 77.
 78.
 79.
 80.
 81.
 82.
 83.
 84.
 85.
 86.
 87.
 88.
 89.
 90.
 91.
 92.
 93.
 94.
 95.
 96.
 97.
 98.
 99.
 100.

1

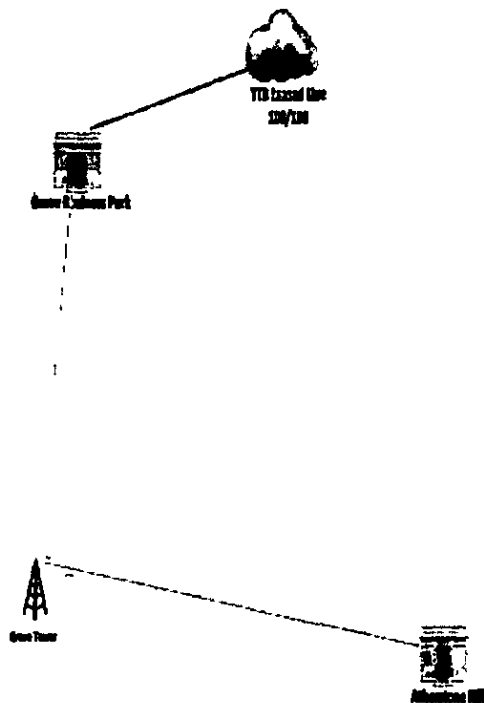
416



NOSTELL ESTATE DEPLOYMENT v0.4		Quarterly
Core Installation		
Virgin Leased Line (per annum)		1
Site Total		
Wired Customers		
Draytek Vigor 2830n Wireless Router Ethernet + ADSL		18
Existing Wired Customers not through BDUX		6
Site Total		
Wireless Customers		
Site Total		
Ongoing Costs		
Virgin Leased Line (per annum)		1
VoIP Licences		65

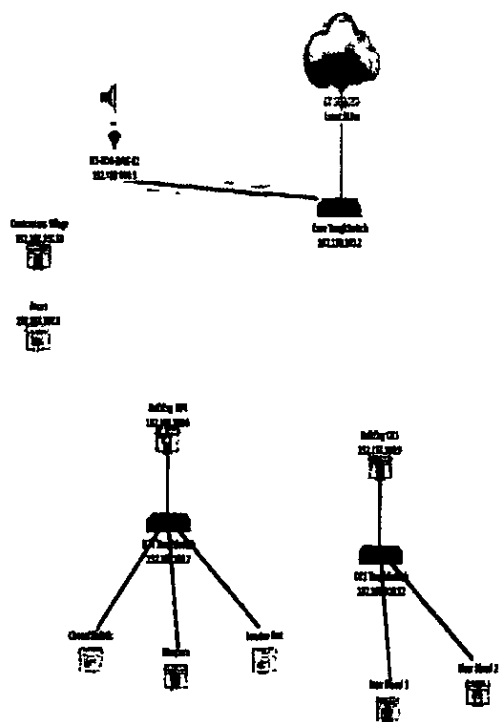


Alscot Park



ALSCOT ESTATE DEPLOYMENT v0.4	
Core Installation	
Ubiquiti Rocket M5	5
90 Antennae (MIMO 5GHz)	5
Ubiquiti PowerBeam 400	4
Ubiquiti Nanostation M5	0
Ubiquiti ToughSwitch Carrier 8 port	0
Bandwidth Management/Edge Router	1
Shielded Cat5e 305m box	8
Indoor Cab 12U (need to confirm size)	1
Cable Tray and Containment	1
Consumables	1
Caragon Point to Point	1
Proxim Point to Point	1
Retaining Wall	0
Electrics	0
ECC's	0
Site Total	
Wired Customers	
Site Total	
Wireless Customers	
Ubiquiti Nanostation M5 Loco	1
Ubiquiti Nanostation M5	0
Cisco RV110W Router	1
Consumables	1
Site Total	
Ongoing Costs	
Talk Talk Leased Line (per annum)	1

Dagenham



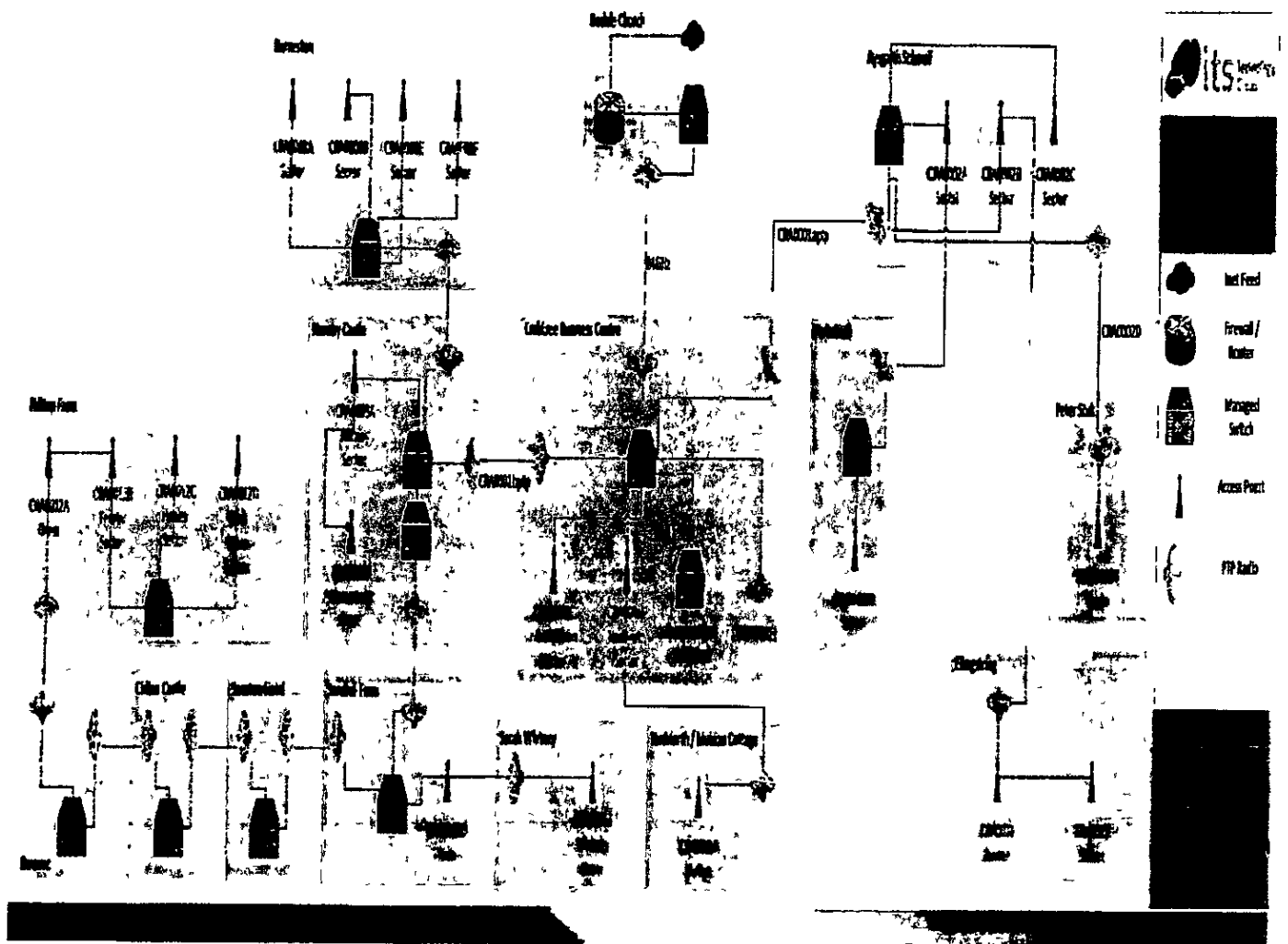
its	DAGENHAM DEPLOYMENT v0.4	Quantity
TS - 2023 Program	Core Installation	
UBIQUITI Rocket M5	Ubiquiti Rocket M5	1
90 Antenne (MIMO 5Ghz)	90 Antenne (MIMO 5Ghz)	1
UBIQUITI Nanostation Loco M5	Ubiquiti Nanostation Loco M5	0
UBIQUITI Nanostation M5	Ubiquiti Nanostation M5	0
UBIQUITI ToughSwitch Carrier 8 port	Ubiquiti ToughSwitch Carrier 8 port	3
Bandwidth Management/Edge Router	Bandwidth Management/Edge Router	1
Shielded Cat5e 305m box	Shielded Cat5e 305m box	3
Outdoor Cab 12U (need to confirm size)	Outdoor Cab 12U (need to confirm size)	0
Cable Tray and Containment	Cable Tray and Containment	1
Consumables	Consumables	1
Trenching & Ducting	Trenching & Ducting	0
Reinstatement & Groundworks	Reinstatement & Groundworks	0
Retaining Wall	Retaining Wall	0
Electrics	Electrics	0
ECC's	ECC's	0
Site Total	Site Total	
Wired Customers	Wired Customers	
Site Total	Site Total	
Wireless Customers	Wireless Customers	
Ubiquiti Nanostation M5 Loco	Ubiquiti Nanostation M5 Loco	1
Ubiquiti Nanostation M5	Ubiquiti Nanostation M5	0
Cisco RV110W Router	Cisco RV110W Router	1
Consumables	Consumables	1
Site Total	Site Total	
Ongoing Costs	Ongoing Costs	
BT Openreach Leased Line (per annum)	BT Openreach Leased Line (per annum)	1

Pride Park

The diagram illustrates a network topology for the Pride Park - Derby deployment. At the top center is a Ubiquiti Rocket M5 tower. Below it, a Ubiquiti Nanostation Loco M5 is connected to a Ubiquiti Nanostation M5. This M5 is then connected to a Ubiquiti ToughSwitch Carrier 16 port switch. The switch is connected to a Dreytek Vigor 2830n Wireless Router Ethernet + ADSL. The router is connected to a broadband line. The diagram also shows several other devices connected to the network, including a Ubiquiti Nanostation M5, a Ubiquiti Nanostation Loco M5, a Ubiquiti ToughSwitch Carrier 16 port switch, and a Dreytek Vigor 2830n Wireless Router Ethernet + ADSL. The diagram is labeled with IP addresses and device names.

<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> PRIDE PARK - DERBY DEPLOYMENT v0.4 </div>	
<div> </div>	

Crabtree



Crabtree Cont...

CRABTREE DEPLOYMENT v0.4

01-2011

Core Installation

Ubiquiti Rocket M5	5
--------------------	---

Site Total

Wired Customers

Site Total

Wireless Customers

Ubiquiti Nanostation M5 Loco	5
------------------------------	---

Ubiquiti Nanostation M5	5
-------------------------	---

TP Link WR841N Wireless Router	26
--------------------------------	----

Consumables	1
-------------	---

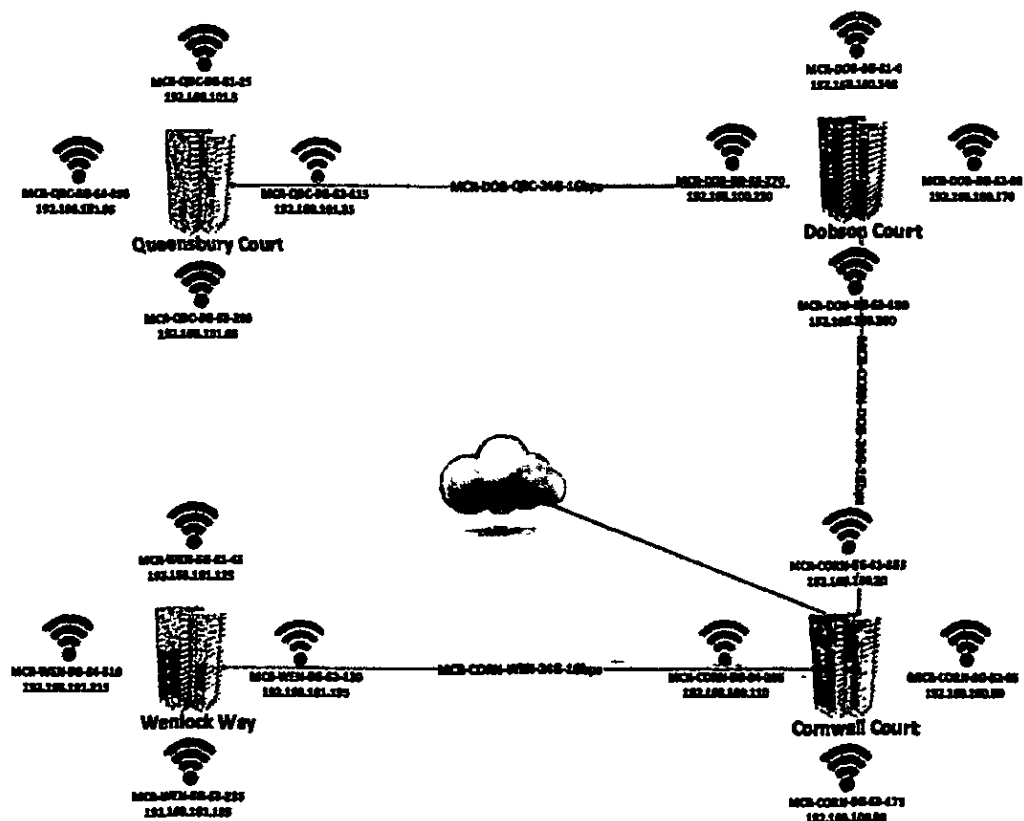
Site Total

Ongoing Costs

TTB Leased Line (per annum)	1
-----------------------------	---

VoIP Licences	85
---------------	----

Greater Manchester



Drawing Title
ITS - BDUK Programme
Observed

Customer Details
EDUC Knowledge
Version 2.1

Networks



Summary:



Other Work

— Das Unternehmen

10





14



Greater Manchester Cont...

GREATER MANCHESTER NET DEPLOYMENT v0.4

Quantity

Core Installation

East Manchester Business Core Routers	12
East Manchester Residential Core duct and fibre	1120
Royton Oldham Core duct and fibre core	3295
NHS Oldham Core duct and fibre core	4120

Site Total

Wired Customers

Site Total

Wireless Customers East Manchester

Ubiquiti Nanostation M5 Loco	12
Ubiquiti Nanostation M5	175
Cisco RV110W Router	175
Consumables	1

Site Total

Wireless Customers Royton Oldham

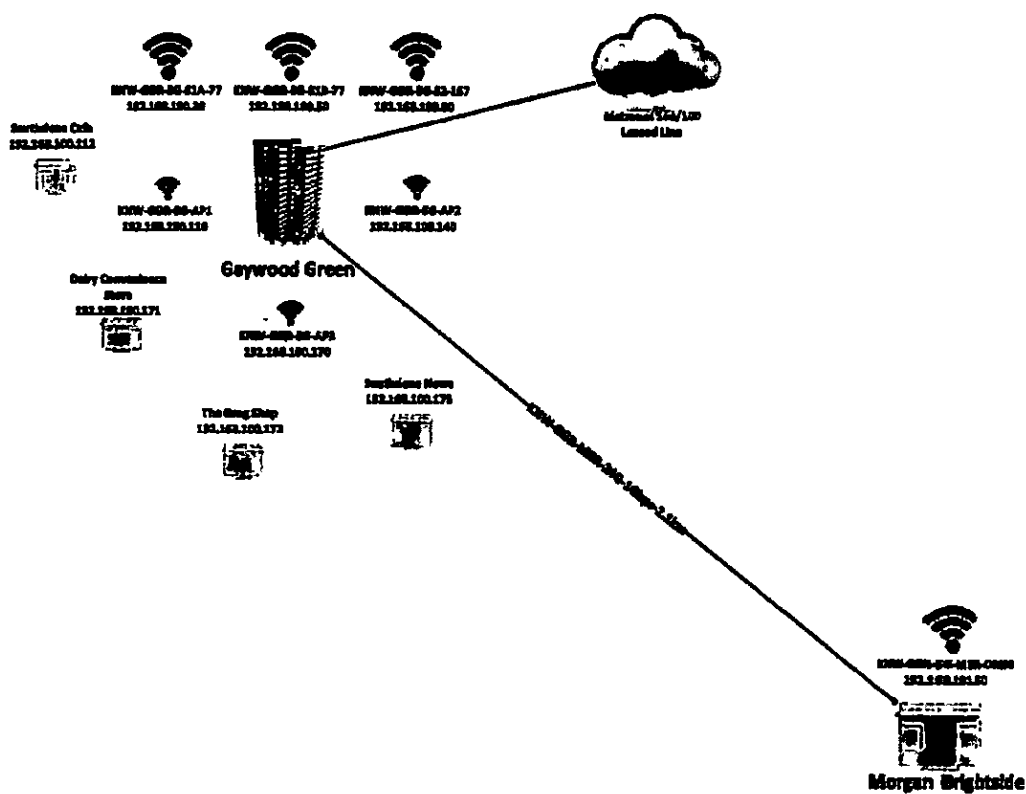
Ubiquiti Nanostation M5 Loco	4
Ubiquiti Nanostation M5	30
Cisco RV110W Router	18
Consumables	1

Site Total

Ongoing Costs

Metronet Leased Line East Manchester (per annum)	1
Cornwell & Bickerdike Court (per annum)	1
Dobson Court Site Share (per annum)	1
Quensbury Court Site Share (per annum)	1
Wenlock Way Site Share (per annum)	1
Virgin Leased Line Royton Oldham (per annum)	1
Gasley Road Royton Oldham (per annum)	1

Merseyside



Drawing Title
ITS - BDUK Programme

BDUK - Knowledge v0.1.mxd

Customer Details
BDUK Knowledge
Version 0.1

Network Key



its
Technology
Group

Merseyside Cont...

MERSEYSIDE NET DEPLOYMENT v0.4

GBP: MTD: £

Core Installation

Liverpool Core	1252
Knowsley Core	7019

Site Total

Wired Customers

Site Total

Wireless Customers Liverpool

Ubiquiti Nanostation M5 Loco	12
Ubiquiti Nanostation M5	59
Kasda Wireless Router	59
6G NOC Setup	1
Consumables	1

Site Total

Wireless Customers Knowsley

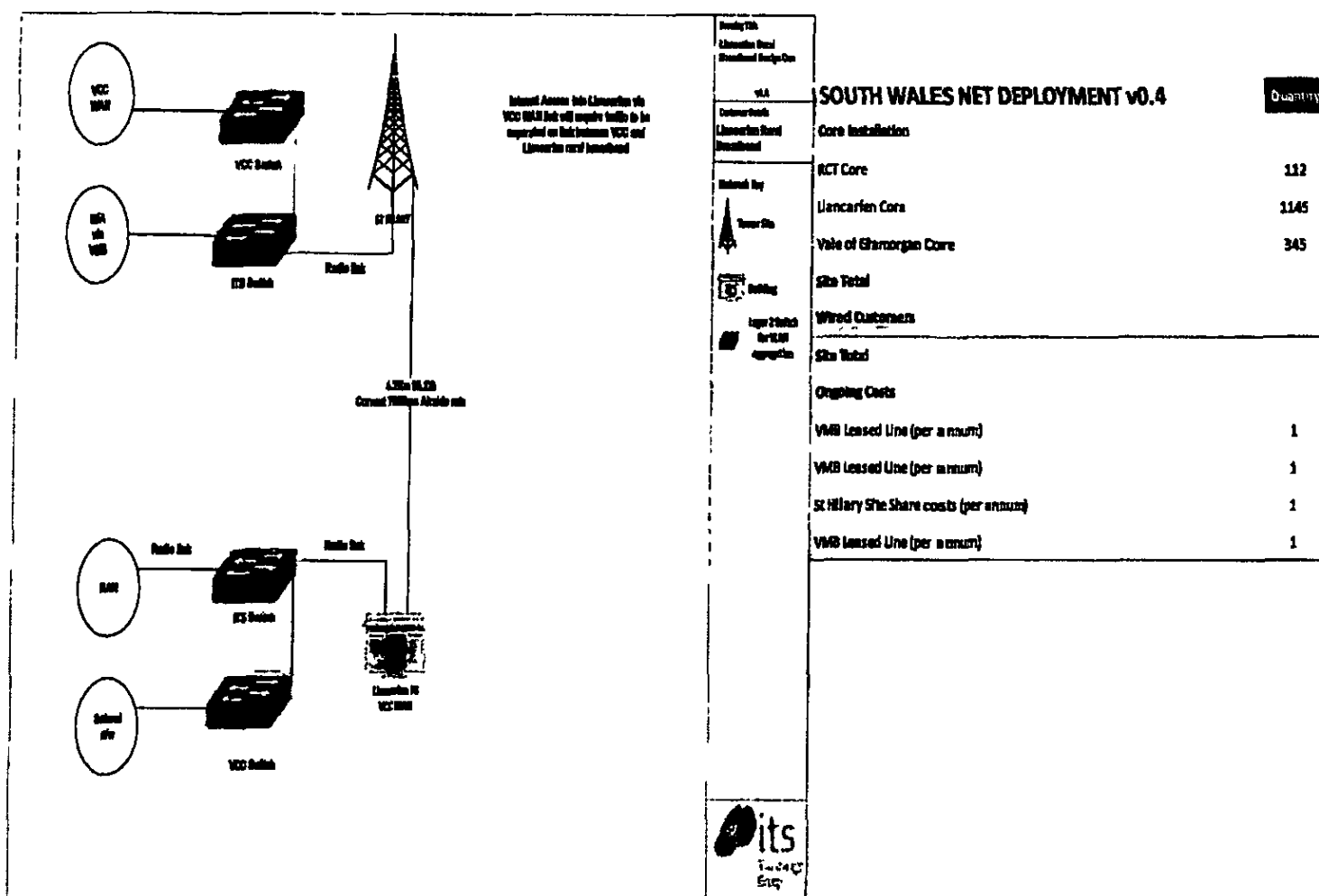
Ubiquiti Nanostation M5 Loco	12
Ubiquiti Nanostation M5	62
TP Link WR841N Wireless Router	62
Consumables	1

Site Total

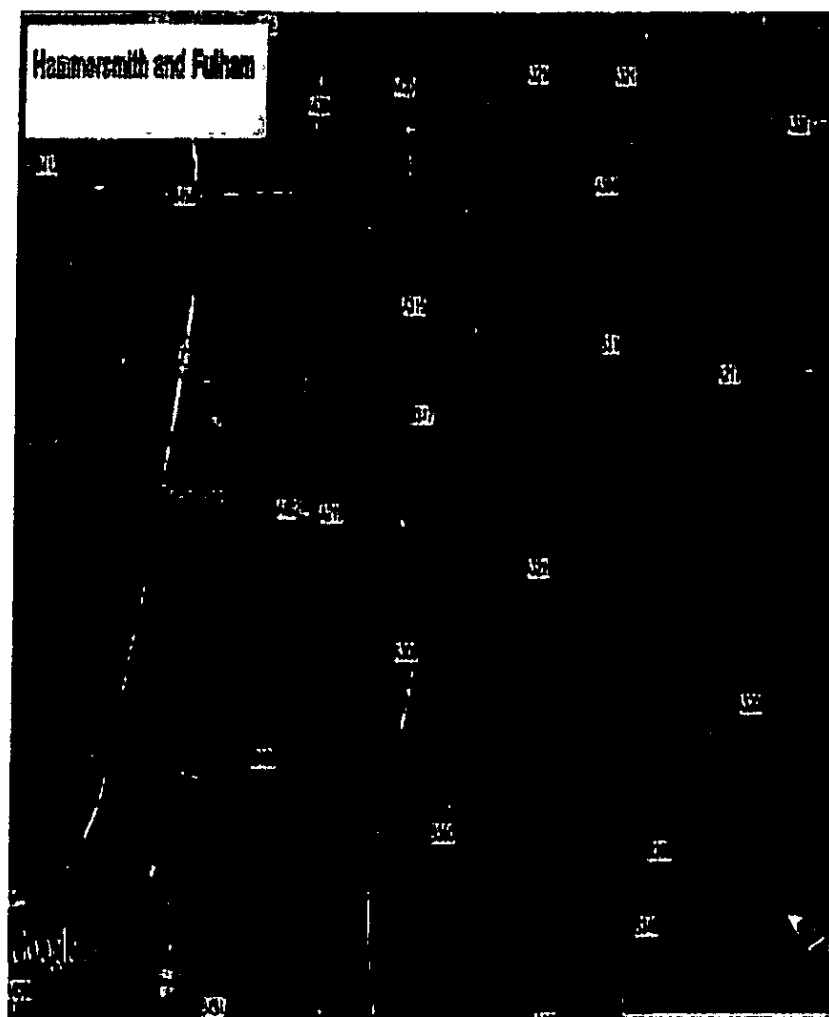
Ongoing Costs

Cost for customer connected to 6G Network (Per annum)	72
Metronet Leased Line Knowsley (per annum)	1
Gaywood Green - Block 4 (per annum)	1
Morgan Brightside - Krol Corlett Construction (per annum)	1
AS Auto Repair (per annum)	1
FRW Northwest (per annum)	1
Gale Building Supplies (per annum)	1
IBS Equipment (per annum)	1
Merseyside Engineering (per annum)	1
MIMsp (per annum)	1
RIC Joinery (per annum)	1
SGK Lift Interiors (per annum)	1

VOG- South Wales



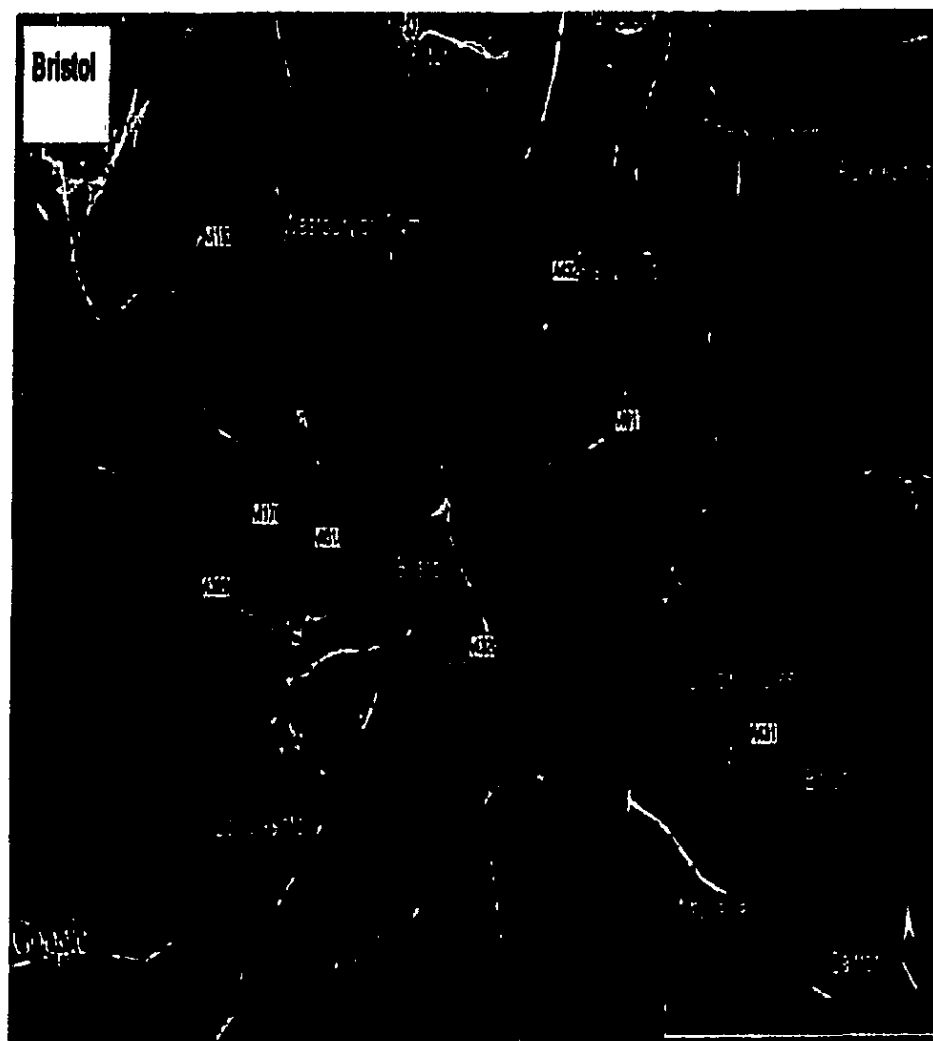
Hammersmith & Fulham Network



H&F DEPLOYMENT v0.4

Core Installation	
Duct and Fibre Core	17500
Cisco RV110W Router	5
Ubiquiti Nanostation Loco M5	1
Ubiquiti Nanostation M5	1
Ubiquiti ToughSwitch Carrier 16 port	1
Bandwidth Management/Edge Router	1
Shielded CatSe305m box	5
Indoor Cab 12U (need to confirm size)	1
Cable Tray and Containment	1

Bristol Network



BRISTOL DEPLOYMENT v0.4

Core Installation

Duct and Fibre Core	89200
Cisco RV110W Router	10
Ubiquiti NanoStation Loco M5	2
Ubiquiti NanoStation M5	2
Ubiquiti ToughSwitch Carrier 16 port	5
Bandwidth Management/Edge Router	2
Shielded Cat5e 305m box	50
Indoor Cab 12U (need to confirm size)	2
Cable Tray and Containment	1

Thank You

01928 291 000

01928 291 000

01928 291 000

01928 291 000

01928 291 000

01928 291 000

01928 291 000

Surprisingly
expansive
technology
services



For use in respect of a private limited company charging English assets

EXECUTED and DELIVERED as a DEED)

by)

ITS TECHNOLOGY GROUP LIMITED acting by)

Director

Director/Secretary

Or

EXECUTED and DELIVERED as a DEED)

by ITS TECHNOLOGY GROUP LIMITED)

acting by:)

in the presence of:)

Name:

Address:

Signature:

Occupation

Notice Details

Address:

Email:

Fax No:

Telephone No

Attention:

EXECUTED as a DEED by REPARO FINANCE LIMITED)

acting by two directors)

Director:

Director:

or

by one director:)

in the presence of:

Name:

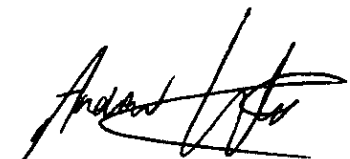
Address:

Signature:

Occupation


MARIE PUGH

Clarion
Elizabeth House
13-19 Queen Street
Leeds
LS1 2TW



For use in respect of a private limited company charging English assets

EXECUTED and DELIVERED as a DEED)

by)

ITS TECHNOLOGY GROUP LIMITED acting by)

Director

Director/Secretary

Or

EXECUTED and DELIVERED as a DEED)

by ITS TECHNOLOGY GROUP LIMITED)

acting by: ROY SHELTON)

in the presence of)

Name: RACHA SUTAN

Address

Signature

Occupation


SOLICITOR

HILLYER McKEOWN LLP
Gorse Stacks House
George Street
Chester CH1 3EQ
DX 22153 Chester

Notice Details

Address

Email roy.shelton@itstechnologygroup.com

Fax No

Telephone No 07977 237284

Attention: Roy Shelton

EXECUTED as a DEED by REPARO FINANCE LIMITED)

acting by two directors)

Director:

Director

or

by one director)

in the presence of

Name:

Address

Signature:

Occupation