



**Registration of a Charge**

Company name: **THINKSMART EUROPE LIMITED**

Company number: **04610727**

Received for Electronic Filing: **23/11/2016**



X5KE4Q00

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**Details of Charge**

Date of creation: **15/11/2016**

Charge code: **0461 0727 0003**

Persons entitled: **STB LEASING LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **BERMANS SOLICITORS**



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

Company number: 4610727

Charge code: 0461 0727 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2016 and created by THINKSMART EUROPE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2016 .

Given at Companies House, Cardiff on 24th November 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

Dated

15 November

2016

## CHARGE OVER SHARES

Between

**THINKSMART EUROPE LIMITED**

and

**STB LEASING LIMITED**

**This Charge Over Shares is subject to the provisions of an Intercreditor Agreement (as defined herein)**

**Bermans Solicitors  
Cardinal House  
St Mary's Parsonage  
Manchester  
M3 2LY**

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This Deed is dated *15 November* 2016

## **Parties**

- (1) **STB LEASING LIMITED** incorporated and registered in England and Wales with company number 01648384 whose registered office is at One Arleston Way, Solihull, B90 4LH ("the **Chargee**"); and
- (2) **THINKSMART EUROPE LIMITED** incorporated and registered in England and Wales with company number 04610727 whose registered office is at 7<sup>th</sup> Floor, Oakland House, Talbot Road, Old Trafford, Manchester, M16 0PQ ("the **Chargor**").

## **Background**

- (A) The Chargee is providing receivable finance facilities to the Company pursuant to the Receivables Finance Agreement.
- (B) Under this charge, the Chargor has agreed to provide security to the Chargee for the Company's payment of the Secured Liabilities pursuant to the Receivable Finance Agreement.

## **Agreed terms**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

Terms defined in the Receivables Finance Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Charged Property:** the shares more particularly defined in SCHEDULE 1 (and references to the Charged Property shall include references to any part of those shares);

**Company:** THINKSMART UK LIMITED incorporated and registered in England and Wales with company number 06228172 whose registered office is at 7<sup>th</sup> Floor, Oakland House, Talbot Road, Old Trafford, Manchester, M16 0PQ;

**Costs:** all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs;

**Financial Collateral:** has the meaning given to that expression in the Financial Collateral Regulations;

**Financial Collateral Regulations:** the Financial Collateral Arrangements (No. 2) Regulations 2003 (*SI 2003/3226*);

**Intercreditor Agreement:** the Intercreditor Agreement entered into by Santander UK PLC, the Chargee, the Chargor and others on or around the date of this deed, as may be varied and amended from time to time;

**Receivables Finance Agreement:** a Receivables Finance Agreement entered into by the Company and the Chargee on or around the date of this deed, as may be varied and amended from time to time;

**Related Rights:** any:

- (a) dividend, interest or other distribution paid or payable in relation to any Share; and
- (b) right, money or property accruing, offered or issued at any time in relation to any Share by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Company to the Chargee under the Receivables Finance Agreement and this deed together with all interest accruing on such monies and liabilities;

**Securities:** the shares specified in SCHEDULE 1

**Security Financial Collateral Arrangement:** has the meaning given to the expression in the Financial Collateral Regulations;

**Security Interest:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

**Security Period:** the period starting on the date of this deed and ending on the date on which the Chargee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding;

**Termination Event:** means any event or circumstance specified as a Termination Event under the Receivables Finance Agreement;

**Warranties:** the representations and warranties set out in SCHEDULE 2;

## 1.2 Interpretation

In this deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision;
- 1.2.8 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.9 a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.10 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;

- 1.2.11 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.12 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- 1.2.13 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.14 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.15 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.16 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

## **2. COVENANT TO PAY**

The Chargor shall pay to the Chargee and discharge the Secured Liabilities when they become due.

## **3. GRANT OF SECURITY**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor, with full title guarantee, charges to the Chargee, by way of a first fixed charge, the Securities and all Related Rights until the end of the Security Period.

## **4. DEPOSIT OF TITLE DOCUMENTS**

### **4.1 Deposit**

The Chargor shall:

- 4.1.1 terminate with immediate effect all nominations it may have made under sections 145 and 146 of the Companies Act 2006 in respect of any Charged Property and, pending such termination, procure that any person so nominated:



4.1.1.1 does not exercise any rights in respect of any Charged Property without the prior written approval of the Chargee; and

4.1.1.2 Immediately upon receipt, forward to the Chargee all communications or other information received in respect of any Charged Property for which it has been so nominated;

4.1.2 on the execution of this deed, deposit with the Chargee all share certificates in relation to the Charged Property;

together with such executed blank transfers as the Chargee may require so that the Chargee may at any time after this deed has become enforceable present them, without notice, for registration.

#### 4.2 No nominations

The Chargor shall not, during the Security Period, exercise any rights to nominate any person (other than the Chargee) to enjoy or exercise any rights relating to any of the Charged Property.

#### 4.3 Further assurance

The Chargor shall, at the direction of the Chargee given at any time, subject to clause 4.3.1, forthwith execute and deliver to the Chargee all transfers and other documents and do all such things as may be necessary or desirable:

4.3.1 to register all or any of the Charged Property in the name of the Chargee or its nominee (the Chargor shall not be required to register or the Chargee shall not register any Charged Property in the name of the Chargee or its nominee prior to the enforcement of this deed in accordance with clause 11);

4.3.2 for creating, registering, perfecting, maintaining or protecting the security created by this deed;

4.3.3 for creating a fixed charge over any of the Charged Property; or

4.3.4 to facilitate the realisation of all or any of the Charged Property after this deed has become enforceable, or the exercise of any right, power or discretion vested in the Chargee or the Attorney in relation to any Charged Property or this deed.

#### 4.4 Power of attorney

By way of security the Chargor irrevocably (for the duration of the Security Period) appoints the Chargee to be the attorney (the "Attorney") of the

Chargor and in its name and on its behalf and as its act and deed to execute any documents and do any acts and things which the Chargor is required to execute and do under this deed, including execute any document required by the Chargee under clause 4 provided that this shall not adversely affect or diminish the value of the Charged Property.

#### **4.5 Ratification of attorney's acts**

By this deed the Chargor ratifies and confirms, and agrees to ratify and confirm, anything which the Attorney may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 4.

#### **4.6 Pre-enforcement**

4.6.1 Before the security constituted by this deed becomes enforceable, the Chargor may exercise all voting and other rights and powers in respect of the Charged Property or, if any of the same are exercisable by the Lender or any of its nominees, direct in writing the exercise of those voting and other rights and powers provided that:

- (i) It shall not do so in any way that would breach any provision of the Receivables Finance Agreement or this deed or for any purpose inconsistent with the Receivables Finance Agreement or this deed; and
- (ii) the exercise of, or failure to exercise, those voting rights or other rights and powers would not, in the Chargee's opinion, have an adverse effect on the value of any of the Charged Property or otherwise prejudice the Chargee's security under this deed.

4.6.2 Before the security constituted by this deed becomes enforceable, the Chargor may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Charged Property and, if any are paid or payable to the Chargee or any of its nominees, the Chargee will hold all those dividends, interest and other monies received by it for the Chargor and will pay them to the Chargor promptly on request.

### **5. PROTECTION OF SECURITY**

#### **5.1 Payment of calls**

Notwithstanding the security created by this deed, the Chargor shall promptly pay all calls, instalments and other payments due on any of the Charged Property, falling which the Chargee may, at its discretion but without obligation, make such payments on behalf of the Chargor.

**5.2 Payments by the Chargee**

Any sum properly incurred and paid by the Chargee on behalf of the Chargor under clause 5.1:

5.2.1 shall be reimbursed by the Chargor to the Chargee on demand on a full indemnity basis; and

5.2.2 shall bear interest accruing daily in arrear from the date of its payment at the rate of 3% above Bank of England base rate from time to time.

**6. LIABILITY OF THE GUARANTOR**

**6.1 Liability not discharged**

The liability of the Chargor under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

6.1.1 any Security Interest, guarantee, indemnity, remedy or other right held by or available to the Chargee being or becoming wholly or partially illegal, void or unenforceable on any ground;

6.1.2 the Chargee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or

6.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Chargor.

**6.2 Immediate recourse**

The Chargor waives any right it may have of requiring the Chargee to:

6.2.1 enforce any security or other right; or

6.2.2 claim any payment from or otherwise proceed against any other person;

before enforcing this deed against the Chargor.

**7. REPRESENTATIONS AND WARRANTIES**

The Warranties are made by the Chargor on the date of this deed, and shall be deemed to be repeated on each day of the Security Period with reference to the facts and circumstances then existing.

**8. GUARANTOR COVENANTS**

The Chargor covenants with the Chargee during the continuance of the security constituted by this deed in the terms set out in SCHEDULE 3.

**9. RIGHTS OF THE CHARGEЕ**

**9.1 Post enforcement rights**

After the security constituted by this deed has become enforceable:

9.1.1 all dividends, interest and other distributions paid in respect of the Charged Property and received by or on behalf of the Chargor shall be held on trust for the Chargee and forthwith paid into an account designated by the Chargee or, if received by the Chargee, may be applied by the Chargee as though they were the proceeds of sale; and

all voting and other rights and powers attaching to the Charged Property that may be exercised by a person in whose name the Charged Property is registered shall be exercised by, or at the direction of, the Chargee, and the Chargor shall, and shall procure that its nominees shall, comply with any directions the Chargee may, in its absolute discretion, give concerning the exercise of those rights and powers.

**9.2 Protection of interests**

The powers conferred on the Chargee by this deed are solely to protect its interests in the Charged Property and shall not impose any duty on the Chargee to exercise any of those powers. The Chargee shall be under a duty not to wilfully do or omit to be done anything which prejudices the Charged Property or devalues it;

**9.3 No duties**

The Chargee shall not, in respect of any of the Charged Property, have any duty or incur any liability for ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Charged Property or the nature or sufficiency of any payment whether or not the Chargee have or are deemed to have knowledge of such matters.

#### **9.4 Exclusion of liability**

Save where the Chargee has acted in breach of the provisions of this deed or fraudulently or negligently the Chargee shall not be liable to account as a mortgagee in possession in respect of the Charged Property, and shall not be liable in connection with the Charged Property for:

- 9.4.1 any loss on realisation;
- 9.4.2 any failure to present any interest coupon or any bond or stock drawn for repayment;
- 9.4.3 any failure to pay any call or instalment;
- 9.4.4 the acceptance of any offer or the notification of the Chargor of any such offer; or
- 9.4.5 any failure to ensure that the correct amounts are paid or received in respect of the Charged Property.

#### **10. POWERS OF THE CHARGE**

The Chargee shall have the powers set out in SCHEDULE 4.

#### **11. ENFORCEMENT**

##### **11.1 Enforcement events**

This deed shall be enforceable if any of the circumstances set out in paragraph 1 of SCHEDULE 5 occur. The parties to this deed agree that the provisions of SCHEDULE 5 shall apply to this deed and shall be binding between them.

##### **11.2 Power of disposal**

At any time after this deed has become enforceable, the Chargee may (without prejudice to any other right which the Chargee may have), without further notice to the Chargor, exercise the power to sell or otherwise dispose of the whole or any part of the Charged Property.

##### **11.3 Terms of disposal**

Any sale or disposal under clause 11.2 may be made in such manner, on such terms and for such consideration (whether payable immediately or by instalments) as the Chargee shall in its absolute discretion think fit and without liability for loss.

##### **11.4 Cash**

The Chargee may (without prejudice to any right which it may have under any other provision of this deed) treat any part of the Charged Property consisting of money as if it were the proceeds of a sale or other disposal under clause 11.2.

#### **11.5 Application of proceeds**

The Chargee shall apply the proceeds of a sale or other disposal under clause 11.2 (without prejudice to the right of the Chargee to recover any shortfall from the Chargor) in or towards the satisfaction of the Secured Liabilities in such order as the Chargee in its absolute discretion may from time to time determine subject to the Chargee's rights under SCHEDULE 5.

#### **11.6 Right of appropriation**

11.6.1 To the extent that the Charged Property constitutes Financial Collateral and this deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Chargee shall have the right, at any time after this deed has become enforceable, to appropriate all or any of the Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as the Chargee in its absolute discretion may from time to time determine.

11.6.2 The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Chargor may select (including independent valuation).

The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

### **12. COSTS AND INDEMNITY**

#### **12.1 Costs**

The Chargor shall pay to or reimburse the Chargee on demand, on a full indemnity basis, all Costs incurred by the Chargee in relation to:

12.1.1 this deed or the Charged Property subject to any pre-agreed costs indemnity;

12.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's rights under this deed; or

12.1.3 taking proceedings for, or recovering any of, the Secured Liabilities,

(Including, without limitation, the Costs of any proceedings in relation to this deed, the Charged Property or the Secured Liabilities), together with, in the case of clause 12.1.2 and clause 12.1.3, interest on the amount due from the date of demand until payment at the rate of 3% above Bank of England base rate from time to time.

## **12.2 Indemnity**

The Chargee and its employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

- 12.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this deed;
- 12.2.2 any matter or thing done or omitted to be done in relation to the Charged Property under those powers; or
- 12.2.3 any default or delay by the Chargor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 12.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **13. RELEASE BY THE CHARGEES**

Subject to clause 15.3, upon the expiry of the Security Period (but not otherwise) the Chargee shall, at the request and cost (which shall be reasonably incurred) of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this deed.

## **14. ASSIGNMENT AND TRANSFER**

### **14.1 Assignment by the Chargee**

The Chargee may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Chargee's rights and obligations under this deed to any person.

### **14.2 Assignment by the Chargor**

The Chargor may not assign any of its rights or transfer any of its obligations under this deed or enter into any transaction, which would result in any of the Chargor's rights or obligations under this deed passing to another person.

**15. FURTHER PROVISIONS**

**15.1 Independent security**

This deed shall be in addition to, and independent of, every other Security Interest which the Chargee may at any time hold for any of the Secured Liabilities, and no prior Security Interest held by the Chargee over the whole or any part of the Charged Property shall merge in the security created by this deed.

**15.2 Continuing security**

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Chargee discharges this deed in writing.

**15.3 Discharge conditional**

Any release, discharge or settlement between the Chargor and the Chargee shall be deemed conditional upon no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any provision of any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement:

15.3.1 the Chargee or their nominee shall be at liberty to retain this deed and the security created by this deed, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as shall be necessary at law to provide the Chargee with security against any such avoidance, reduction or order for refund; and

15.3.2 the Chargee shall be entitled to recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.

**15.4 Certificates**

A certificate or determination by the Chargee as to any amount for the time being due to the Chargee from the Chargor shall (in the absence of any manifest error) be conclusive evidence of the amount due.

**15.5 Rights cumulative**

The rights and remedies of the Chargee conferred by this deed are cumulative, may be exercised as often as the Chargee considers appropriate and are in addition to its rights and remedies under the general law.



**15.6 Waivers**

Any waiver or variation of any right or remedy (whether arising under this deed or under the general law), or any consent given under this deed, is only effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given and shall not prevent the party giving it from subsequently relying on the relevant provision.

**15.7 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Chargee shall in any way preclude the Chargee from exercising any right or remedy under this deed, or constitute a suspension or variation of any such right or remedy.

**15.8 Delay**

No delay or failure to exercise any right or remedy under this deed shall operate as a waiver of such right or remedy or constitute an election to affirm this deed. No election to affirm this deed on the part of the Chargee shall be effective unless it is in writing.

**15.9 Single or partial exercise**

No single or partial exercise of any right or remedy under this deed shall prevent any further or other exercise of such right or remedy, or the exercise of any other right or remedy under this deed.

**15.10 Consolidation**

The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to this deed.

**15.11 Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

**15.12 Counterparts**

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**15.13 Third party rights**

Except as expressly provided elsewhere in this deed, a person who is not a party to this deed (other than a permitted successor or assign) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

**15.14 Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

**15.15 Intercreditor Agreement**

If there is any conflict or inconsistency between any provision of this deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

**16. NOTICES**

16.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or to the fax number given in this agreement or as otherwise notified in writing to the other party.

16.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

<b>Delivery method</b>	<b>Deemed delivery date and time</b>
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class post.	9.00 am on the second Business Day after posting.
Fax.	At the time of transmission.

16.3 For the purpose of clause 16.2 and calculating deemed receipt:

16.3.1 all references to time are to local time in the place of deemed receipt; and

16.3.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for

business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

- 16.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**17. GOVERNING LAW AND JURISDICTION**

**17.1 Governing law**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**17.2 Jurisdiction**

The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Chargee to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**17.3 Other service**

The Chargor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SCHEDULE 1**  
**Particulars Of Charged Property**

The below shares each owned by the Chargor in **THINKSMART UK LIMITED**  
(company number 06228172):

250,000 ordinary shares

**SCHEDULE 2**  
**Representations And Warranties**

- 1. Ownership of Charged Property**
  - 1.1 The Chargor is the sole legal and beneficial owner and registered holder of all the Charged Property free from any Security Interest other than this deed.
- 2. Validity of Issue**
  - 2.1 The Charged Property has been duly authorised and validly issued, and is and will be free from any restrictions on transfer or rights of pre-emption.
- 3. Fully Paid**
  - 3.1 The Charged Property is fully paid up and there are no monies or liabilities outstanding in respect of any of the Charged Property.
- 4. No Conflicting Rights or Breach**
  - 4.1 This deed does not and will not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound.
- 5. Enforceable Security**
  - 5.1 This deed constitutes and will continue to constitute the legal valid binding and enforceable obligations of the Chargor, and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.
- 6. Avoidance of Security**
  - 6.1 This deed is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.
- 7. Constitution and Authority**
  - 7.1 The Chargor:
    - 7.1.1 has the necessary capacity, power and authority to enter into and perform its obligations under this deed; and
    - 7.1.2 has obtained all necessary authorisations and consents, which will remain in full force and effect so long as this deed subsists, to enable and entitle it to enter into this deed.

**SCHEDULE 3**  
**Covenants**

**1. Negative Pledge and Disposal Restrictions**

1.1 The Chargor shall not at any time, except with the prior written consent of the Chargee:

1.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this deed;

1.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or

1.1.3 create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party.

**2. Additional Registration Obligations**

2.1 The Chargor grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any issuer (not being a public company) or otherwise, for the transfer of the Charged Property to the Chargee or its nominee or to a purchaser upon enforcement of this deed.

**3. No Alteration of Rights and Liabilities**

3.1 The Chargor shall not, without the prior written consent of the Chargee, amend, or agree to the amendment of, the memorandum or articles of association of any issuer (not being a public company) of any Charged Property or the rights or liabilities attaching to any of the Charged Property.

**4. Preservation of Charged Property**

4.1 The Chargor shall ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it) that no issuer of any Charged Property will:

4.1.1 consolidate or subdivide any of its stock or shares or reduce or reorganise its share capital in any way;

4.1.2 issue any new shares or stock; or

4.1.3 refuse to register any transfer of any of its shares which may be lodged for registration by or on behalf of the Chargee or the Chargor in accordance with this deed.

**5. Investment Information**

- 5.1 The Chargor shall, promptly following receipt, send to the Chargee copies of all notices, circulars, reports, accounts and other documents, which are received by the Chargor, or any nominee of it, in respect of any Charged Property.

**6. No Adverse Actions or Variations**

- 6.1 The Chargor shall not cause or permit to be done anything which may adversely affect the security created by this deed or which is a variation or abrogation of the rights attaching to or conferred on all or any part of the Charged Property by this deed, without the prior written consent of the Chargee.

**SCHEDULE 4**  
**Powers Of The Chargee**

**1. Power to Remedy**

- 1.1 The Chargee shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its obligations contained in this deed, and the Chargor irrevocably authorises the Chargee and its agents to do all such things as are necessary or desirable for that purpose.

**2. Exercise of Rights**

- 2.1 The rights of the Chargee under paragraph 1 of this SCHEDULE 4 are without prejudice to any other rights of the Chargee under this deed and the exercise of those rights shall not make the Chargee liable to account as a mortgagee in possession.

**3. Currency Conversion**

- 3.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities the Chargee may convert any monies received, recovered or realised by the Chargee under this deed (including the proceeds of any previous conversion under this clause) from their existing currencies of denomination into such other currencies of denomination as the Chargee may think fit. Any such conversion shall be effected at then prevailing spot selling rate of exchange for such other currency against the existing currency. Each reference in this clause to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

**4. New Accounts**

- 4.1 If the Chargee receives notice of any Security Interest or other interest affecting all or part of the Charged Property, the Chargee may open a new account or accounts for the Chargor in Chargee's books and (without prejudice to the Chargee's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.
- 4.2 If the Chargee does not open a new account or accounts immediately on receipt of notice under paragraph 4.1 above, then, unless the Chargee gives express written notice to the contrary to the Chargor, as from the time of receipt of the relevant notice by the Chargee of notice under paragraph 4.1 all payments made by the Chargor to the Chargee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.



**5. Chargee's Set-off Rights**

5.1 If the Chargee has more than one account for the Chargor in its books, the Chargee may at any time after:

5.1.1 the security constituted by this deed has become enforceable; or

5.1.2 the Chargee has received notice of any Security Interest or other Interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit, but the Chargee shall notify the Chargor of the transfer once made.

**6. Indulgence**

The Chargee may at its discretion grant time or other indulgence, or make any other arrangement, variation or release with any person or persons not being a party to this deed (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other Security Interest for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

**SCHEDULE 5**  
**Enforcement**

**1. Enforcement Events**

1.1 This deed shall be enforceable if a Termination Event occurs.

**2. Power of Sale**

2.1 Notwithstanding that as between the Chargee and a purchaser from the Chargee, the power of sale arises on and is exercisable at any time after the execution of this deed, the Chargee shall not exercise that power of sale until an event (as specified in the paragraph 1 of this SCHEDULE 5) entitling the Chargee to enforce its security has occurred.

**3. Protection of Third Parties**

3.1 No purchaser, mortgagee or other person dealing with the Chargee or its nominee shall be concerned to:

3.1.1 enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or not discharged, or whether the power the Chargee is purporting to exercise has become exercisable; or

3.1.2 see to the application of any money paid to the Chargee or its nominee.

**4. Appropriation**

4.1 Neither the Chargee nor any nominee of the Chargee shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

**5. Suspense Account**

5.1 All monies received by the Chargee under this deed may, at the discretion of the Chargee, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Chargee and the Chargor and may be held in such account for so long as the Chargee thinks fit.

**6. Statutory Protection**

6.1 All the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925, section 42(3) of the Insolvency Act 1986 or in any other appropriate legislation shall apply to any person purchasing from the Chargee

or any nominee of the Chargee as a result of the Chargee exercising or purporting to exercise its power of sale under this deed.

**STB LEASING LIMITED**

Executed as a deed by:

.....

.....  
(attorney's signature)

as attorney for and on behalf of  
**STB LEASING LIMITED**  
in the presence of

.....  
Signature of witness

Name .....

Address .....

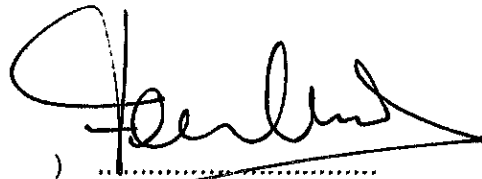
.....

**THINKSMART EUROPE LIMITED**

Executed as a deed by

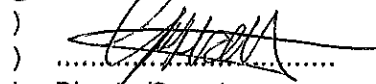
**THINKSMART EUROPE LIMITED**

acting by two directors or by a director and its secretary or a director in the presence of a witness



) .....

) Director

) 

) Director/Secretary

Signature of witness:

) 

Witness' full name:

) TOM HEPPLEWHITE

Witness' address:

) .....

) .....

) .....

Witness' occupation:

) SOLICITOR

Shoosmiths  
HQ Building  
Old Granada Studios  
2 Atherton Street  
Manchester  
M3 3GS

