



Postal Order

148 Old Street, London EC1V 9HQ

08-80-02

01-Jul-13

PAY

*** COMPANIES HOUSE *****

*Thirteen Pounds Only*****

£ **13-00**

For and on behalf of Post Office Limited

Paula Senault

Authorised Signature

MAXIMUM NOT OVER
£250
INCLUDES POSTAGE & PAYEE'S SHARE

SEE OVER FOR CONDITIONS OF USE

PLEASE DO NOT MARK OR WRITE BELOW THIS LINE

⑈000010⑈ 08⑈8002⑈ 79159539⑈

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
Brad Davis

Company name
Pension Practitioner. Com

Address
Daws House

33 - 35 Daws Lane

Post town
London

Country/Region

Postcode
N W 7 4 S D

Country

DX

Telephone



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

This Deed may be executed in any number of counterparts and this will have the same effect as if the signatures on the counterparts were on a single copy of this Deed.

27 LAW

This Deed shall be governed by English law.

28 CERTIFICATION


The Company certifies that the creation of this Security does not contravene any provision of its memorandum and articles of association or any other of its constitutional documents.

IN WITNESS WHEREOF this Deed has been executed as a Deed by the Company by its duly authorised representatives and the Charge Holder and is intended to be and is hereby delivered on the date stated at the beginning of this Deed.

Executed and Delivered as a Deed
for and on behalf of
P Birch Contracting Limited
by the signatures of:

Director: 

In the presence of:

Signature of Witness: 

Full Name: 

Address:

ink Pot
ADcote
Shrewsbury,
S41 2JZ.

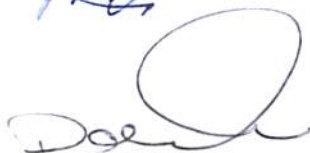
Executed and Delivered as a Deed by

.....  (signature)

Paul Birch in the presence of:



Signature of Witness:



Full Name:

David George Minter.

Address:

ink Pot
A0000.
Shrewsbury.
S44 2JZ.

12.8 Third Parties

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter.

If you are in agreement with the above terms and conditions, please sign and return the enclosed copy of this letter.

Yours faithfully


.....

Paul Birch
Dandyford

We refer to your letter dated 2013 (of which the above is a copy) and confirm that the Borrower accepts and agrees to be bound by the terms and conditions thereof.


.....

Director
For and on behalf of P Birch Contracting Limited
Dated 2013

MR01

Particulars of a charge

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



X

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

MR01

Particulars of a charge



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

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number 0 8 4 0 2 4 8 1

Company name in full P Birch Contracting Limited

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d d m m y y y y
2 0 1 3

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 Dandyford

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.

MRO1

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

The Chargor with full title guarantee (subject to Permitted Security Interests, as defined below) Charged in favour of the Charge Holder for the payment and discharge of the Secured Liabilities by way of floating charge all Assets (as defined below) being the date the loan facility was made available to P Birch Contracting Limited.

Defined terms

Assets: means the business, undertaking, property, assets, revenues, rights and uncalled capital belonging to the Chargor or to which the Chargor is or may become entitled or in which the Chargor may have an interest, in each case at any time during the Security Period.

Permitted Security Interests: means the Security;

(a) liens or rights of set-off arising in the normal course of trading or by operation of law securing obligations not more than 30 days overdue,

(b) any banker's lien or right of set-off pursuant to a bank's standard account opening documentation; and

(c) any rights by way of reservation or retention of title which are required by the supplier of any property to the company in the normal course of such supplier's business

Security: means the security from time to time constituted by, or pursuant to, the Floating charge.

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

In addition, the Company shall pay an amount equal to any stamp duties, search fees, registration fees and duties payable in connection with this Deed and any penalties with respect to, or resulting from, delay or omission to pay any such duties or fees.

20.5 Time for payment

The Company shall, on first demand, pay or reimburse the Charge Holder for the items of expenditure referred to in Clause 32.3 and any amount referred to in Clause 32.4.

21 EFFECTIVENESS OF SECURITY

21.1 Continuing security

This Security is a continuing security and will not be considered satisfied by any intermediate payment or settlement of account or otherwise, but will remain in force until the end of the Security Period.

21.2 Rights additional

The rights of the Charge Holder under this Deed are in addition to any guarantee, other rights or Security Interest, present or future, held by the Charge Holder from the Company or any other person in respect of the payment or discharge of the Secured Liabilities and will not merge with, or prejudice or be prejudiced by, any guarantee, such rights or Security Interest or by any dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of them, and this Deed may be enforced against the Company without first having recourse to any guarantee, other rights or Security Interest in favour of the Charge Holder.

21.3 Other dealing

This Security and its validity shall not in any way be prejudiced or affected by the Charge Holder dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any Security Interest, guarantee or other rights or remedies referred to in Clause 33.2 or by giving time for payment or indulgence or compounding with any other person liable.

21.4 Conditional release of security

If any Security Interest, disposition or payment made or given to the Charge Holder is avoided, reduced, set aside, rendered unenforceable or required to be paid away by virtue of any provision, requirement or enactment, whether relating to bankruptcy, insolvency or liquidation or otherwise at any time in force, or by virtue of any obligation to give effect to any preference or priority, the Charge Holder shall be entitled to recover the value or amount of that Security Interest, disposition or payment from the Company on demand.

21.5 Perpetuity period

The perpetuity period for the trusts contained in this Deed is 80 years from the date of this Deed.

22 REASSIGNMENT AND RELEASE OF SECURITY

On the expiry of the Security Period, the Charge Holder shall, at the request and cost of the Company and without any warranty or representation in connection with the reassignment, execute such reassignments and do all such other deeds, acts and things as may be necessary to reassign those Charged Assets (then in existence) which were assigned to the Charge Holder and to release the remaining Charged Assets from this Security.

23 MISCELLANEOUS

23.1 Certificate of Charge Holder

The certificate of the Charge Holder as to:

23.1.1 any matter in relation to this Deed which is to be designated, calculated, decided, determined or certified by the Charge Holder under, or in respect of, this Deed; or

23.1.2 the amount at any time of the Secured Liabilities or any other amount payable under this Deed; or any rate of exchange or currencies,

shall be conclusive and binding on the Company unless there is an obvious error.

23.2 Severability

If a provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Deed.

23.3 Waivers, remedies cumulative

The rights of the Charge Holder under this Deed:

23.3.1 may be exercised as often as the Charge Holder considers necessary or desirable;

23.3.2 are cumulative and not exclusive of their respective rights under any applicable law; and

23.3.3 may be waived only in writing and specifically.

23.4 Delay

Delay in exercising or the non-exercise of any right of the Charge Holder under this Deed is not a waiver of that right.

24 ASSIGNMENTS, TRANSFER, ETC

24.1 Company

The Company may not assign, transfer or otherwise dispose of any of its rights or obligations under this Deed.

24.2 Charge Holder

The benefit of this Deed may be assigned in whole or in part by the Charge Holder without regard to any set-off, counterclaim or equities between the Company and the Charge Holder or any intermediate holder.

25 NOTICES

25.1 Communications to be in writing

Each communication to be made under this Deed shall be made in writing but, unless otherwise stated, may be made by facsimile or letter.

25.2 Delivery of communications

Any communication or document to be made or delivered by one person to another under this Deed shall (unless that other person has by 15 days' written notice to the other party specified another address) be made or delivered to that other person at the facsimile number or address identified with its or his signature below and shall be deemed to have been made or delivered when receipt has been acknowledged (in the case of any communication by facsimile) or (in the case of posting) two working days after being deposited in the post postage prepaid in an envelope addressed to it or him at that address provided that:

25.2.1 any communication or document to be made or delivered to the Charge Holder shall be effective only when received by the Charge Holder; and

25.2.2 any communication or document made or delivered after normal business hours in the place of receipt shall not be deemed to be made or delivered until opening of business on the next working day in such place.

26 COUNTERPARTS

20.1.3 any breach, non-observance or non-performance by the Company of any of its covenants, undertakings, obligations, representations or warranties under this Deed;

20.1.4 the making good of any such breach, non-observance or non-performance;

20.1.5 the enforcement of this Deed; or

20.1.6 any action, claim or proceeding relating to any of the above.

20.2 *Obligation to pay*

The Company shall, in accordance with Clause 32.5, pay to the Charge Holder:

20.2.1 the items of expenditure set out in Clause 32.3; and

20.2.2 the amount referred to in Clause 32.4.

20.3 *Identification of expenses*

The items of expenditure referred to in Clause 32.2.1 are all expenses (including, without limitation, legal and out-of-pocket expenses on a full indemnity basis) incurred by the Charge Holder in connection with:

20.3.1 the preparation, negotiation and execution of this Deed;

20.3.2 the preparation and negotiation of documentation relating to any amendment or extension of this Deed, regardless of the form which such documentation takes and whether or not such documentation is acceptable to, and/or executed by, any or all parties to that documentation;

20.3.3 the granting, preparation and documenting of any waiver, approval, consent, confirmation or release under, or in respect of, this Deed;

20.3.4 any investigation or due diligence into the financial or other condition of the Company or into ascertaining whether or not the Company has complied or is complying with this Deed;

20.3.5 the contemplation of the enforcement of any rights or the exercise of any powers under this Deed or in investigating any possible breach by the Company of this Deed;

20.3.6 any proceedings (legal or otherwise) involving the Charge Holder in connection with this Deed or the Charged Assets, whether such proceedings are brought by the Company or a third party; and

20.3.7 the matters referred to in Clause 30.

20.4 *Stamp duties and other payments*

The appointment under Clause 29.1 shall operate as a general power of attorney made under section 10 of the Powers of Attorney Act 1971.

18 SUBSEQUENT SECURITY INTERESTS

If the Charge Holder shall at any time receive or be deemed to have received notice of any Security Interest affecting the Charged Assets or any assignment or transfer thereof which is prohibited by this Deed, then unless the Charge Holder gives express written notice to the Company to the contrary, all payments by or on behalf of the Company to the Charge Holder shall be credited or treated as having been credited to any advance made by the Charge Holder to or any liability of the Company to the Charge Holder arising after such time and not as having been applied in reduction of the Secured Liabilities at such time.

19 SET OFF

19.1 *Set off*

The Charge Holder may set off or transfer any sum owing by the Charge Holder to the Company in or towards satisfaction of the Secured Liabilities, and may do so whether or not the sums and the Secured Liabilities are expressed in the same currency.

19.2 *Notice*

The Charge Holder shall notify the Company immediately on the exercise or purported exercise of any right under this Clause 31 provided that any failure by the Charge Holder so to notify will not invalidate or otherwise prejudice any such exercise or purported exercise.

20 INDEMNITIES AND EXPENSES

20.1 *General indemnity*

The Company shall, on demand, indemnify the Charge Holder, any Receiver and any manager, agent, officer or employee for whose liability, acts or omissions the Charge Holder or the Receiver may be answerable from and against all liabilities, costs, charges, losses, expenses, legal and other professional fees (including Tax) suffered or incurred by any of them arising from or as a result of:

20.1.1 the exercise or the purported exercise of any powers, authorities or discretions conferred on any of them under or by virtue of this Deed;

20.1.2 any matter or thing done or omitted to be done under, or in any way relating to, this Deed;

notices, endorsements or memoranda referring to this Security as the Charge Holder may reasonably and from time to time require.

16.3 Land

Insofar as the exercise of any right of further assurance referred to in Clause 28.1 applies to any Land or any interest in Land, it shall be a separate and distinct undertaking and as such shall not be deemed to form part of this Deed, but the provisions of this Deed shall be deemed incorporated into the document exercising that right as though they were set out in that document in full in order to satisfy the requirements of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.

17 POWER OF ATTORNEY

17.1 Appointment

The Company hereby by way of security and in order more fully to secure the performance of its obligations under this Deed irrevocably appoints the Charge Holder and every Receiver and every delegate or sub-delegate to be its attorney acting severally, and on its behalf and in its name or otherwise:

- 17.1.1 to execute and do all such assurances, acts and things which the Company ought to do under this Deed;
- 17.1.2 to make any demand upon, or to give any notice or receipt to, any person owing monies to the Company;
- 17.1.3 to execute and deliver any legal mortgages, charges, assignments or other security and any transfers of Securities;
- 17.1.4 to exercise the powers, authorities and discretions conferred by or pursuant to this Deed or by statute on the Charge Holder or any such Receiver, delegate or sub-delegate; and
- 17.1.5 to sell and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may deem proper in or for the purpose of exercising any of such powers, authorities and discretions.

17.2 Ratification

The Company hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in this Clause 29 shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause.

17.3 General power

14.1.5 how any monies paid to the Charge Holder, the Receiver, delegate or sub-delegate are to be or have been applied.

14.2 Statutory

The protection given to purchasers in sections 104 and 107 of the Act and to persons dealing with an administrative receiver in section 42(3) of the Insolvency Act 1986 shall apply equally to purchasers and any other persons dealing with the Charge Holder or the Receiver.

15 REDEMPTION OF PRIOR SECURITY INTERESTS

15.1 *Redemption and other action*

If this Security has become enforceable or if any proceedings or steps are being taken to enforce or realise any prior Security Interest affecting the Charged Assets, the Charge Holder or Receiver may:

15.1.1 redeem any prior Security Interest affecting any Charged Asset;

15.1.2 procure the transfer of that Security Interest to himself or to his nominee; and

15.1.3 settle the accounts of the holder of the prior Security Interest (and any accounts so settled shall be conclusive and binding on the Company).

15.2 *Monies paid by the Charge Holder*

All principal monies, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer shall be paid by the Company to the Charge Holder on demand.

16 FURTHER ASSURANCES

16.1 *Perfection of Security Interests*

The Company shall, at its own expense, execute and do all such assurances, acts and things as the Charge Holder may require for perfecting the Security Interests intended to be created by this Deed over the Charged Assets or for facilitating the realisation of the Charged Assets and in the exercise of all powers, authorities and discretions vested in the Charge Holder or any Receiver of the Charged Assets or in any delegate or sub-delegate.

16.2 *Notices of this Security*

The Company shall if so requested by the Charge Holder, promptly affix to the Charged Assets, and indorse or cause to be indorsed on the certificates and documents which constitute or evidence title to the Charged Assets, such

The Trustees may as a condition of making any Loan require the Borrower to provide to the Trustees at the cost of the Borrower such information as the Trustees may in their absolute discretion consider necessary or desirable for the purposes of considering whether or not to make a Loan to the Borrower.

12 GENERAL

12.1 *Certificates*

The certificate of the Trustees as to Base Rate and the balance at any time on the Loan Accounts or as to any amount payable under this letter or of the fact that any amount is due and payable shall be conclusive and binding on the Borrower unless there is an obvious error.

12.2 *Severability*

If a provision of this letter is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this letter.

12.3 *Waivers, remedies cumulative*

The rights of the Scheme under this letter may be exercised as often as the Trustees consider necessary or desirable, are cumulative and not exclusive of the Scheme's rights under any applicable law and may be waived only in writing and specifically.

12.4 *Delay*

Delay in exercising or the non-exercise of any of the Scheme's rights under this letter is not a waiver of that right.

12.5 *Restrictions on the Borrower*

The Borrower may not assign or transfer any of its rights and/or obligations under this letter.

12.6 *Successors etc*

This letter shall be binding on and inure to the benefit of the Scheme and the Trustees of the Scheme from time to time and the Borrower and their respective successors and permitted assigns and references in this letter to any of them shall be construed accordingly.

12.7 *Governing law*

This letter shall be governed by English law.

10.1 *Communications to be in writing*

Each communication to be made under this letter shall be made in writing but, unless otherwise stated, may be made by facsimile or letter.

10.2 *Delivery of communications*

Any communication or document to be made or delivered by one person to another under this letter shall (unless that other person has by 15 days' written notice to the other party specified another address) be made or delivered to that other person at the facsimile number or address identified at the beginning of this letter and shall be deemed to have been made or delivered when receipt has been acknowledged (in the case of any communication by personal delivery or by facsimile) or (in the case of posting) two working days after being deposited in the post postage prepaid in an envelope addressed to it at that address provided that:

10.2.1 any communication or document to be made or delivered to the Trustees shall be effective only when received by them; and

10.2.2 any communication or document made or delivered outside normal business hours in the place of receipt shall not be deemed to be made or delivered until opening of business on the next working day in such place.

11 INFORMATION

11.1 *Annual Accounts*

The Borrower shall provide to the Trustees no later than the date upon which the unaudited annual accounts of the Borrower and the report of the directors thereon is delivered to Companies House in each year a true and complete copy of the accounts as filed.

11.2 *Management Accounts*

The Borrower shall provide to the Trustees on their written request (but no more frequently than quarterly) a copy of the most recent management accounts of the Borrower.

11.3 *Valuations*

The Borrower shall at its own cost and at the written request of the Trustees (but no more frequently than monthly) obtain for the information of the Trustees such valuations of the assets of the Borrower as the Trustees may (acting reasonably) specify.

11.4 *Conditions to making Loan*

If the Borrower makes any payment from other funds and the Borrower is obliged to deduct tax from the payment, the grossed-up amount credited to the Loan Accounts shall be considered to have been paid by the Borrower provided that the Borrower has provided to the Trustees such evidence and certificates as the Trustees may require as evidence for the taxation authorities of the deduction of tax.

9 FEES AND EXPENSES

9.1 Initial and other costs

The Borrower shall forthwith on demand pay to the Scheme the amount of all reasonable and proper costs and expenses incurred by the Trustees in connection with the negotiation, preparation, execution and performance of this letter and the negotiation, preparation, execution, performance and registration of the Charge and the Deed of Priority at the Companies Registry and all waivers in relation to, and variations of, this letter, the Charge or the Deed of Priority.

9.2 Enforcement costs

The Borrower shall, forthwith on demand, pay to the Scheme the amount of all costs and expenses incurred by the Scheme in connection with the enforcement or attempted enforcement against the Borrower of its rights under this letter, the Charge or the Deed of Priority.

9.3 Legal expenses and taxes

The costs and expenses referred to above include, without limitation, the fees and expenses of legal advisers and any value added tax or similar tax, and are payable in the currency in which they are incurred.

9.4 Stamp duty etc

The Borrower shall pay an amount equal to any stamp, documentary and other like duties and taxes to which this letter, the Charge or the Deed of Priority may be subject or give rise.

9.5 Transfer charges

The Borrower shall reimburse on demand all bank and other charges (excluding interest on money borrowed) incurred by the Scheme:

9.5.1 in arranging and maintaining funding of the Loan, and

9.5.2 to carry out transfers of funds to the Borrower.

10 NOTICES

7.3.2 Commencing on the first anniversary following payment and on each year thereafter following the advance of the Loan, the Loan shall be repaid by paying from other sources in pounds sterling to the Scheme for credit in the relevant Loan Account an amount equal to the Loan Repayment Instalments.

7.4 Repayment on Term Date

Unless the Trustees have agreed to extend the Term Date under paragraph 2.3, an outstanding Loan shall be repaid in full from other sources on its Term Date.

8 INTEREST

8.1 Interest rate

Subject to paragraph 8.4, the Borrower shall pay interest on the daily debit balance on each Loan Account from time to time at the rate of 1.5% interest variable for the term of the loan ("**Base Rate**").

8.2 Time for payment

The Borrower shall pay interest monthly in arrears from the date of the loan (each an "**Interest Payment Date**") and also on the date on which the debit balance on the relevant Loan Account is reduced to zero.

8.3 Method of payment

On each Interest Payment Date, the Borrower shall, to the extent that the Borrower has not paid interest then due and payable from other funds, debit each Loan Account with the amount of interest then accrued and unpaid.

8.4 Rate of interest on overdue payments

The Borrower shall, on any amount not paid when due, pay interest at the aggregate rate of one per cent per annum plus the Base Rate.

8.5 Time for payment of interest on overdue payments

The Borrower shall pay such interest accruing under paragraph 8.4 on the last Business Day in each month and on each occasion on which the overdue payment referred to in paragraph 8.4 is made to the Scheme and, to the extent that the Borrower does not pay that interest from other funds, the Loan Account shall be debited with the amount of interest then accrued and due and payable but unpaid.

8.6 Tax deductions

5.1.4 a copy of a resolution of the Board of Directors of the Borrower approving and accepting the provisions of the Charge and authorising named persons or office holders to sign the Charge on behalf of the Borrower and authorising named persons or office holders to give any notice, request or other communications which may be required under the Charge;

5.2 Waiver

The Borrower acknowledges that paragraph 5.1 above is included in this letter for the exclusive benefit of the Scheme and that the Trustees may waive compliance by the Borrower with any of its provisions on the basis that if any condition precedent is waived by the Trustees that condition shall be complied with by the Borrower within three Business Days thereafter.

6 LOAN ACCOUNT

The Trustees shall open and maintain an account in the Scheme's books of account for each Loan (each a "**Loan Account**" and together the "**Loan Accounts**"). The Trustees shall keep an accurate record in the Loan Accounts of the amount from time to time owing to the Scheme in respect of the Loan, including interest accrued.

7 REPAYMENT

7.1 *Non-mandatory reductions*

The Borrower may, at any time and from time to time, reduce the debit balance on the Loan Accounts by paying from other sources an amount in pounds sterling to the Scheme for credit in the Loan Accounts. Unless the Borrower makes an appropriation to any particular Loan Account, the Trustees shall apply any repayment first to the earliest Loan outstanding.

7.2 *Repayment on demand*

The Borrower shall, on the Trustees' first written demand, pay to the Scheme an amount equal to the then debit balance on the Loan Accounts, together with interest, calculated in accordance with this letter, accrued to, and unpaid before, the date of payment and all other costs and expenses then owing under this letter.

7.3 *Amortisation of Loan*

7.3.1 Upon the making of any Loan the number of days falling between the date of the advance of the Loan and the date stipulated in the relevant Drawdown Request as the Term Date shall be the number of "**Loan Repayment Instalments**".

If the Trustees agree to make any Loan to the Borrower, such Loan will, unless the Trustees specifically agree in writing otherwise, be made on the terms of this letter and will be subject to the security constituted by the Charge.

4 OUTSTANDINGS REPAYABLE ON DEMAND

4.1 *Repayment on demand*

The Borrower shall, on the Trustees' first written demand, pay to the Scheme the outstanding balance of the Loan or such individual Loans as the Trustees may have specified together with interest, calculated in accordance with this letter, accrued to, and unpaid before, the date of payment and all other costs and expenses then owing under this letter.

4.2 *Discretion of Trustees*

The Trustees may make demand under this letter at any time at their discretion, and whether or not the Borrower is in default of any of the provisions of this letter, and whether or not the making or allowing to remain outstanding any Loan would be contrary to any law applicable to the Scheme.

4.3 *Enforcement of Charge*

If the Trustees have made a demand for payment under paragraph 4.1 which has not been satisfied in accordance with the terms of the demand, the Scheme shall be entitled to enforce the Charge forthwith and without further notice to the Borrower.

5 CONDITIONS

5.1 *Documentation*

The Borrower shall provide to the Trustees all of the following in form and substance reasonably satisfactory to them:

- 5.1.1 a duplicate of this letter duly executed by or on behalf the Borrower by way of acceptance of its provisions;
- 5.1.2 a copy of a resolution of the Board of Directors of the Borrower approving and accepting the provisions of this letter or authorising any Director to accept the provisions of this letter on behalf of the Borrower and authorising named persons or office holders to sign this letter on behalf of the Borrower and authorising named persons or office holders to give any notice, request or other communications which may be required under this letter;
- 5.1.3 the Charge duly executed by the Borrower;

Served at:
7 Cheshire Street
Market Drayton
Shropshire
TF9 1PD

Dated:

Dear Sirs,

We refer to our recent discussions and write to confirm that the Dandyford (the "Scheme") acting by its trustees (the "Trustees") will make available to P Birch Contracting Limited (the "Borrower") a loan facility of £18,000.00 for general corporate purposes (each advance made there under being a "Loan" and the aggregate advances made thereunder being the "Loan"), to be secured by a floating charge over the whole of the undertaking and assets of the Chargee (the "Charge"). The Loan is subject to the terms and conditions set out in this letter.

1 ADVANCES

1.1 General

Subject to receipt of the documents listed in paragraph 5.1 and advances shall be made by credit transfer to the account of the Borrower under reference "Loan Advance".

1.2 General Loan Conditions

It is a condition of making any Loan that:

- 1.2.1 the Loan shall not at any time exceed £18,000.00;
- 1.2.2 the Loan shall not at any time exceed 50 per cent of the net asset value of the assets of the Scheme;
- 1.2.3 no Loan may remain outstanding for more than 5 years, unless the Trustees give written consent to an extension of the repayment term such extension not to exceed 5 years and not to be further extended; and
- 1.2.4 the Loan is secured by charges over assets of the Borrower which in the opinion of the Trustees of the Scheme have a net realisable value sufficient to repay the Loan, accrued interest and any costs of realisation.

2 TERM

2.1 Facility term

This facility may be cancelled by the Scheme at any time by written notice to the Company. Subject to that, this facility will become available upon the Trustees receiving the documents listed in paragraph 5.1 and will continue until terminated by mutual agreement.

2.2 Length of Loan

The period for which a Loan may be outstanding shall be stipulated in the Drawdown Request therefore. No Loan may be for a period exceeding five years from the date the Loan is made or if that day is not a day when banks in the City of London are open for business (a "Business Day") on the preceding Business Day (the "Term Date").

2.3 Extension of Term Date

The Trustees in their absolute discretion and with the agreement of the Borrower may extend the Term Date in respect of a Loan once only for a period not exceeding five years.

3 NATURE OF THE LOAN

3.1 Uncommitted

The Loan is not committed and whether the Trustees agree to the making of any advance and in what amount is in their absolute discretion.

3.2 Non-revolving nature

The Loan is not revolving and if a Loan is repaid in whole or in part the Scheme is not obliged to permit the repayments to be re borrowed or to make further advances to the Borrower and the Scheme is not obliged to lend additional funds on any further occasion.

3.3 Priority

While the Loan remains outstanding, the Borrower covenants not without the prior written consent of the Trustees:

3.3.1 to create or allow to subsist any debt of the Borrower ranking in priority to the Loan, or

3.3.2 to create or allow to subsist any security over the assets of the Borrower ranking in priority to the Charge.

3.4 Applicable terms