Companies House

MR01 (ef)

Registration of a Charge

Company name: **BRUNTONS AERO PRODUCTS LIMITED**

Company number: **00045894**

Received for Electronic Filing: **12/03/2019**

X8140T3C

Details of Charge

Date of creation: **12/03/2019**

Charge code: **0004 5894 0006**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STUART FRATSON**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 45894

Charge code: 0004 5894 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th March 2019 and created by BRUNTONS AERO PRODUCTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2019 .

Given at Companies House, Cardiff on 13th March 2019

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

LLOYDS BANK

/3124937/KB/1

Deposit agreement to secure own liabilities of a company or a limited liability partnership

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

To

Lloyds Bank plc

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THIS DEPOSIT AGREEMENT is made on the (day) 12th day of (month) March (year) 2019

BETWEEN

Bruntons Aero Products Limited (the "**Depositor**") **(Company number 00045894)**
PO BOX 88, 27 Dewsbury Road, Ossett,
West Yorkshire, WF5 9WS

AND **Lloyds Bank plc** (Registered number 2065) (the "**Bank**") whose address for the purposes of this Agreement is at Mid Market Securities, Dept. , 5th Floor, 110 St Vincent Street, Glasgow, G2 5ER (or at such other address as the Bank may from time to time notify to the Depositor in writing for this purpose).

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, so far as the context admits, the following words and expressions shall have the following meanings:

"Account" means the account(s) described in the Schedule, any account(s) directly or indirectly replacing any of the account(s) described in the Schedule and any such account(s) or replacement account(s) as renamed and/or renumbered and/or redesignated and where there is more than one account any reference to "Account" shall include each such account individually as well as any or all of them taken together;**"Deposit"** means:

(a) the debt or debts now or hereafter owing to the Depositor (in whatever currency denominated) by the Bank on the Account;

(b) the debt or debts hereafter owing to the Depositor (in whatever currency denominated) by the Bank in connection with any money market or other deposit placed with the Bank from time to time using funds which have from time to time been credited to the Account; and

(c) all interest (if any) now owing and hereafter to become owing in respect of the Account or any such deposit, including interest which is compounded and treated as principal,

and such expression shall include any amounts referred to in sub-clause 4.2 and clause 7;

"Insolvency Event" in relation to the Depositor means each of the following:

(a) a meeting of the Depositor is convened for the purpose of considering a resolution to wind up the Depositor;

(b) such a resolution as is mentioned in paragraph (a) is passed;

(c) a meeting of the directors or members of the Depositor is convened for the purpose of considering a resolution to seek a winding up order, an administration order or the appointment of an administrator;

(d) such a resolution as is mentioned in paragraph (c) is passed;

(e) a petition for a winding up or an application for an administration order is made by the Depositor or its directors or members or is presented against the Depositor;

(f) such an order as is mentioned in paragraph (e) is made;

(g) a notice of appointment of or notice of intention to appoint an administrator is issued by the Depositor or its directors or members or by the holder of a qualifying floating charge or a proposal is made for, or the Depositor becomes subject to, any voluntary arrangement;

(h) a receiver (administrative or otherwise) is appointed over all or part of the Depositor's assets;

(i) the Depositor takes part in any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of the Depositor's indebtedness;

(j) the Depositor proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of the Depositor's creditors;

(k) the Depositor suspends or threatens to suspend making payments to all or some of the Depositor's creditors;

(l) any action is taken in any jurisdiction which is similar or analogous to any of the foregoing; or

(m) the Bank has reasonable grounds for believing that any of the foregoing is imminent;

"Secured Obligations" means:

(a) all money and liabilities and other sums hereby agreed to be paid by the Depositor to the Bank; and

(b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clause 12) and all other obligations and liabilities of the Depositor under this Agreement; and

"Value Added Tax" includes any other form of sales or turnover tax.

1.2 In this Agreement:

(a) The expression the **"Depositor"** and the **"Bank"** where the context admits include their respective successors in title and/or assigns, whether immediate or derivative. Any consents under this Agreement may be made or given in writing executed by any such successors or assigns of the Bank and the Depositor hereby irrevocably appoints each of such successors and assigns to be its attorney in the terms and for the purposes set out in clause 8;

(b) unless the context requires otherwise:

(i) the singular shall include the plural and vice versa;

(ii) any reference to a person shall include an individual, company, limited liability partnership or other body corporate, joint venture, society or an unincorporated association, organisation or body of persons (including without limitation a trust and a partnership) and any government, state, government or state agency or international organisation whether or not a legal entity. References to a person also include that person's successors and assigns whether immediate or derivative;

(iii) the expression **"this Agreement"** means this agreement and shall extend to every separate and independent stipulation contained herein;

(iv) any right, entitlement or power which may be exercised or any determination which may be made by the Bank under or in connection with this Agreement may be exercised or made in the absolute and unfettered discretion of the Bank which shall not be under any obligation to give reasons therefor;

(v) references to any statutory provision (which for this purpose means any Act of Parliament, statutory instrument or regulation or European directive or regulation or other European legislation) shall include a reference to any modification, re-enactment or replacement thereof for the time being in force, all regulations made thereunder from time to time and any analogous provision or rule under any applicable foreign law;

(vi) for the avoidance of any doubt, the rights, powers and discretions conferred upon the Bank by or pursuant to this Agreement shall (unless otherwise expressly stated) apply and be exercisable regardless of whether a demand has been made by the Bank for payment of the Secured Obligations or any of them; and

(vii) references to clauses, sub-clauses and schedules shall be references to clauses, sub-clauses and schedules of this Agreement;

(c) if for any reason this Agreement shall not be, or shall cease to be, a valid and effective charge on the Deposit then this Agreement shall take effect as a charge of the beneficial interest of the Depositor in the Deposit; and

(d) if there are two or more parties comprised in the expression the **"Depositor"** then:

(i) any reference to the "Depositor" shall where the context permits include all or any one or more of such parties;

(ii) all covenants and agreements herein contained or implied on the part of the "Depositor" shall be deemed to be joint and several covenants on the part of such parties;

(iii) if for any reason whatsoever this Agreement shall not be, or shall cease to be, binding on and effective against one or more of such parties, then this Agreement shall take effect as a charge over the beneficial interest of the other such party or parties in the Deposit and over such other estate, right, title or interest in the Deposit as such other party or parties may have;

(iv) any demand made under this Agreement shall be deemed to have been duly made if made on any one or more of such parties; and

(v) if any one or more of such parties is not bound by the provisions of this Agreement (whether by reason of its or their lack of capacity or improper execution of this Agreement or for any other reason whatsoever) the remaining party or parties shall be and remain bound by the provisions of this Agreement as if such other party or parties had never been party hereto.

1.3 The clause headings and marginal notes shall be ignored in construing this Agreement.

2. AGREEMENT TO PAY

The Depositor shall pay to the Bank in accordance with any relevant agreement between the Bank and the Depositor relating to the amounts hereby secured or, in the absence of any such agreement, on demand:

(a) all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) which now are or at any time hereafter may be due, owing or incurred from or by the Depositor to the Bank anywhere or for which the Depositor may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the

same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law);

(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Depositor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select;

(c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Depositor, this Agreement or the Deposit (including any acts necessary to release the Deposit from this security) or in preserving, defending or enforcing the security hereby created in all cases on a full and unqualified indemnity basis; and

(d) fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to this Agreement. Such fees shall be payable at such rate as may be specified by the Bank.

3. INTEREST

The Depositor shall pay interest at the rate aforesaid on the money so due (whether before or after any judgment which may be obtained therefor) upon such days in each year as the Bank and the Depositor shall from time to time agree or, in the absence of such agreement, as the Bank shall from time to time fix and (without prejudice to the right of the Bank to require payment of such interest) all such interest shall be compounded (both before and after any demand or judgment) upon such days in each year as the Bank shall from time to time fix.

4. REPAYMENT OF, AND RESTRICTIONS ON DEALINGS WITH, THE DEPOSIT

4.1 Notwithstanding any provision to the contrary in the terms upon which the Deposit is made, the Bank shall not be under any obligation to repay the Deposit until the Secured Obligations shall have been paid and discharged in full.

4.2 The funds giving rise to the Deposit (or any part or parts thereof) may from time to time be deposited, re-deposited or successively re-deposited:

(a) in the Account or on any money market or other deposit with the Bank;

(b) on such terms concerning time and interest,

as may from time to time be agreed between the Bank and the Depositor or, failing such agreement, as may be decided upon by the Bank in its absolute and unfettered discretion. Any amount so deposited or re-deposited together with interest thereon shall form part of the Deposit and shall be deposited or re-deposited subject to the provisions of this Agreement. Where the Deposit (or any part or parts thereof) would otherwise become repayable at the expiry of any period of time under the terms upon which it was made but is not repayable by virtue of the provisions of sub clause 4.1 it shall not be repaid at the expiry of such period but shall be re-deposited as described earlier in this clause

4.3 The Depositor shall not, without the Bank's prior written consent, mortgage, charge, dispose of or otherwise deal with the Deposit or any part thereof or agree to do any such thing (except in favour of, or to, the Bank).

4.4 The Depositor shall not do, omit to do or suffer anything whereby any entitlement of the Bank under any provision of this Agreement may be impeded or its exercise delayed.

4.5 For the avoidance of doubt, if the Bank does repay part of the Deposit or does consent to any such dealing as is mentioned in sub-clause 4.3, such repayment or consent shall not be deemed to be a waiver of any other of the Bank's rights including the Bank's rights as regards the balance of the Deposit.

4.6 The Depositor shall:

(a) not change its business in any way which would result in it becoming a 'relevant financial institution' for the purposes of clause 2 of The Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014;

(b) not carry on any business which would constitute 'excluded activities' in terms of Part 2 of The Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014;

(c) promptly provide the Bank with copies of any information that the Bank may from time to time reasonably request in connection with the status referred to in clause 4.6(a) above.

4.7 The provisions of this clause shall not be abrogated or varied except by written agreement signed on behalf of the Bank which is expressed to be made for that purpose and if any agreement by the Bank which is not so expressed contains provisions which are or may be inconsistent with the provisions of this clause the provisions of this clause shall prevail.

5. APPLICATION OF DEPOSIT

At the same time as or at any time after the Bank shall demand payment of any Secured Obligations or the same shall otherwise become due or after the occurrence of an Insolvency Event the Bank may without further notice to the Depositor from time to time:

(a) apply the Deposit or such part or parts thereof as the Bank may think fit in or towards payment and discharge of the Secured Obligations or such parts of the Secured Obligations as the Bank in its sole discretion may think fit; and/or

(b) combine or consolidate the Account with all or any of the Secured Obligations.

6. CHARGE

6.1 The Depositor with full title guarantee hereby charges by way of separate first fixed charge each of the items comprised within the Deposit and all such respective rights to the repayment thereof as the Depositor may have under the terms upon which the Deposit was made and the provisions hereinbefore contained (or otherwise howsoever) as a continuing security for the payment to the Bank of the Secured Obligations to the intent that the security hereby constituted shall be a continuing security.

6.2 If there are two or more parties comprised in the expression "the Depositor" each of such parties with full title guarantee hereby charges by way of separate first fixed charge all such party's rights, title and interest in and to each of the items comprised within the Deposit and the respective rights to repayment thereof as continuing security for payment to the Bank of the Secured Obligations.

6.3 The security hereby constituted shall extend to all beneficial interests of the Depositor in the items comprised within the Deposit and all rights to repayment thereof.

6.4 This Agreement shall bind the Depositor as a continuing security for the Secured Obligations notwithstanding that the liabilities of the Depositor to the Bank may from time to time be reduced to nil.

7. CONVERSION OF DEPOSIT

The Bank may at its sole discretion from time to time (whether or not it applies the Deposit or any part thereof in or towards payment and discharge of the Secured Obligations) and with or without notice to the Depositor elect to convert all or any part of the Deposit into the currency or currency unit or currencies or currency units of the whole or any part of the Secured Obligations (deducting from the proceeds of the conversion any currency premium or other expense). The Bank may take any such action as is necessary for this purpose, including without limitation opening additional accounts. The rate of exchange shall be the Bank's spot rate for selling the currency or currency unit or currencies or currency units of the Secured Obligations or relevant part thereof for the currency or currency unit of the Deposit at or about 11.00 am on the date that the Bank exercises its rights of conversion under this Agreement. The expression "the Deposit" shall include the net proceeds of such conversion and all interest (if any) accruing or accrued due thereon.

8. POWER OF ATTORNEY

8.1 For the purpose of securing the payment of the Secured Obligations and for securing any proprietary interest which the Bank has in the Deposit or any part of it, the Depositor irrevocably appoints the Bank and the persons deriving title under it and its and their substitutes (the "Attorney") jointly and also severally to be the Depositor's true and lawful attorney. For the purposes aforesaid the Attorney shall have the right to do anything which the Depositor may lawfully do and all the rights and powers which may lawfully be given to an attorney including, without prejudice to the generality of the foregoing:

(a) the right to do anything to procure or carry out the performance of the Depositor's obligations under this Agreement and anything to facilitate the exercise of the Bank's rights under this Agreement;

(b) the right to act in the name of the Depositor; and

(c) the right to delegate and sub-delegate any or all of the rights of the Attorney.

8.2 The Depositor ratifies and shall ratify everything done or purported to be done on its behalf by the Attorney or any such delegate or sub-delegate.

9. INDEMNITY

9.1 The Depositor hereby agrees to indemnify the Bank and its employees and agents (as a separate covenant with each such person indemnified) against all loss incurred in connection with:

(a) any statement made by the Depositor or on the Depositor's behalf in connection with this Agreement, the Deposit or the business of the Depositor being untrue or misleading;

(b) the Bank entering into any obligation with any person (whether or not the Depositor) at the request of the Depositor (or any person purporting to be the Depositor);

(c) any actual or proposed amendment, supplement, waiver, consent or release in relation to this Agreement;

(d) the Depositor not complying with any of its obligations under this Agreement; and

(e) any stamping or registration of this Agreement or the security constituted by it,

whether or not any fault (including negligence) can be attributed to the Bank, its employees and agents.

9.2 This indemnity does not and shall not extend to any loss to the extent that:

(a) in the case of any loss incurred by the Bank or its employees or agents it arises from the Bank or its employees and agents acting other than in good faith; or

(b) there is a prohibition against an indemnity extending to that loss under any law relating to this indemnity.

10. **NOTICE OF SUBSEQUENT CHARGES**

If the Bank receives notice of any subsequent assignment, agreement, security, charge or other interest affecting the Deposit the Bank may open a new account. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made to the Bank in respect of any of the Secured Obligations shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount of the Secured Obligations owing at the time when the Bank received the notice.

11. **NOTICES AND DEMANDS**

11.1 Without prejudice to the provisions in sub-clause 1.2(d)(iv) any notice or demand by the Bank to or on the Depositor shall be deemed to have been sufficiently given or made if sent to the Depositor:

(a) by hand or prepaid letter post to its registered office or its address stated herein or its address last known to the Bank; or

(b) sent by facsimile to the Depositor's last known facsimile number relating to any such address or office.

11.2 Without prejudice to the provisions in sub-clause 1.2(d)(iv) any such notice or demand given or made under sub-clause 11.1 shall be deemed to have been served on the addressee:

(a) at the time of delivery to the address referred to in sub-clause 11.1(a), if sent by hand;

(b) at the earlier of the time of delivery or 10.00 am on the day after posting (or, if the day after posting be a Sunday or any other day upon which no delivery of letters is scheduled to be made, at the earlier of the time of delivery or 10.00 am on the next succeeding day on which delivery of letters is scheduled to be made), if sent by prepaid letter post;

(c) at the time of transmission, if sent by facsimile (and a facsimile shall be deemed to have been transmitted if it appears to the sender to have been transmitted from a machine which is apparently in working order); or

(d) on the expiry of 72 hours from the time of despatch in any other case.

11.3 Service of any claim form may be made on the Depositor in the manner described in sub-clause 11.1(a), in the event of a claim being issued in relation to this Agreement, and shall be deemed to constitute good service.

11.4 Any notice or communication required to be served by the Depositor on the Bank under the terms of this Agreement shall be in writing and delivered by hand or sent by recorded delivery to the Bank at the Bank's address stated herein (or at such other address as may be notified in writing by the Bank to the Depositor for this purpose) and will be effective only when actually received by the Bank. Any notice or communication must also be marked for the attention of such official (if any) as the Bank may for the time being have notified to the Depositor in writing.

12. **PAYMENTS AND COSTS**

12.1 If at any time the currency in which all or any part of the Secured Obligations is denominated is or is due to be or has been converted into the euro or any other currency as a result of a change in law or by agreement between the Bank and the relevant

obligor, then the Bank may in its sole discretion direct that all or any of the Secured Obligations shall be paid in the euro or such other currency or in any currency unit.

12.2 The Bank may apply, allocate or appropriate the whole or any part of any payment made by the Depositor under this Agreement or any money received by the Bank under any guarantee, indemnity or third party security or from any liquidator, receiver or administrator of the Depositor or from the proceeds of realisation of the Deposit or any part thereof to such part or parts of the Secured Obligations as the Bank may in its sole discretion think fit to the entire exclusion of any right of the Depositor to do so.

12.3 If any payment made by or on behalf of the Bank under this Agreement includes an amount in respect of Value Added Tax, or if any payment due to the Bank under this Agreement shall be in reimbursement of any expenditure by or on behalf of the Bank which includes an amount in respect of Value Added Tax, then such amount shall be payable by the Depositor to the Bank on demand with interest from the date of such demand computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.

12.4 Without prejudice to the generality of clause 2, the Depositor shall pay to the Bank all costs incurred or suffered by the Bank in defending proceedings brought by any third party impugning the Bank's title to this security or the enforcement or exercise of the rights and remedies of the Bank under this Agreement. All such costs shall bear interest from the date such costs were incurred or suffered computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.

12.5 All costs awarded to the Bank or agreed to be paid to the Bank in any proceedings brought by the Depositor against the Bank shall bear interest from the date of such award or agreement computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.

13. NON-MERGER, ETC.

13.1 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, agreement or other security or any contractual or other right which the Bank may at any time have for any of the Secured Obligations or any right or remedy of the Bank thereunder. Any receipt, release or discharge of the security provided by, or of any liability arising under, this Agreement shall not release or discharge the Depositor from any liability to the Bank for the same or any other money which may exist independently of this Agreement, nor shall it release or discharge the Depositor from any liability to the Bank under the indemnity contained in clause 9.

13.2 Where this Agreement initially takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on or given in respect of the money and liabilities owing under the principal security to which this Agreement operates as a collateral or further security, this Agreement shall be an independent security for the Secured Obligations.

13.3 This Agreement is in addition to and is not to prejudice or be prejudiced by any other security or securities now or hereafter held by the Bank.

14. TRANSFERS BY THE BANK OR THE DEPOSITOR

14.1 The Bank may freely and separately assign or transfer any of its rights under this Agreement (a "**Transfer**") or otherwise grant an interest in any such rights to any person or persons (the "**Transferee**"). On request by the Bank, the Depositor shall immediately execute and deliver to the Bank any form of instrument required by the Bank to confirm or facilitate any such assignment or transfer or grant of interest. Following such Transfer, the Depositor shall have recourse only to the Transferee in respect of that portion of the Bank's obligations transferred to the Transferee.

14.2 The Depositor shall not assign or transfer any of the Depositor's rights or obligations under this Agreement or enter into any transaction or arrangement which would result in any of those rights or obligations passing to or being held in trust for or for the benefit of another person.

15. **PARTIAL INVALIDITY**

Each of the provisions of this Agreement shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

16. **RESTRICTION ON LIABILITY OF THE BANK**

Except to the extent that any such exclusion is prohibited or rendered invalid by law, the Bank and its employees and agents shall not:

(a) be under any duty of care or other obligation of whatsoever description to the Depositor in relation to or in connection with the exercise of any right conferred upon the Bank, its employees and agents; or

(b) be under any liability to the Depositor as a result of, or in consequence of, the exercise, or attempted or purported exercise, or failure to exercise, any such rights.

17. **CONCLUSIVE EVIDENCE**

A certificate by an official of the Bank as to the Secured Obligations shall (save for manifest error) be binding and conclusive on the Depositor in any legal proceedings both in relation to the existence of the liability and as to the amount thereof.

18. **NO RELIANCE ON THE BANK**

(a) The Depositor acknowledges and warrants to with the Bank that, in entering into this Agreement and incurring the Secured Obligations:

(i) the Depositor has not relied on any oral or written statement, representation, advice, opinion or information made or given to the Depositor in good faith by the Bank or anybody on the Bank's behalf and the Bank shall have no liability to the Depositor if the Depositor has in fact so done;

(ii) the Depositor has made, independently of the Bank, the Depositor's own assessment of the viability and profitability of any purchase, project or purpose for which the Depositor has incurred the Secured Obligations and the Bank shall have no liability to the Depositor if the Depositor has not in fact so done; and

(iii) there are no arrangements, collateral or relating to this Agreement, which have not been recorded in writing and signed on behalf of the Bank and the Depositor.

(b) The Depositor agrees with the Bank that the Bank did not have prior to the date of this Agreement, does not have and shall not have any duty to the Depositor:

(i) in respect of the application by the Depositor of the money hereby secured; nor

(ii) in respect of the effectiveness, appropriateness or adequacy of the security constituted by this Agreement or of any other security for the Secured Obligations.

(c) The Depositor agrees with the Bank for itself and as trustee for its officials, employees and agents that neither the Bank nor its officials, employees or agents shall have any liability to the Depositor in respect of any act or omission by the Bank, its officials, employees or agents done or made in good faith.

19. MISCELLANEOUS

19.1 Without prejudice to the provisions of sub-clause 4.6 any amendment of or supplement to any part of this Agreement shall only be effective and binding on the Bank and the Depositor if made in writing and signed by both the Bank and the Depositor. References to "this security" or to "this Agreement" include each such amendment and supplement.

19.2 The Depositor and the Bank shall from time to time amend the provisions of this Agreement if the Bank notifies the Depositor that any amendments are required to ensure that this Agreement reflects the market practice prevailing at the relevant time following the introduction or extension of economic and monetary union and/or the euro in all or any part of the European Union.

19.3 The Bank and the Depositor agree that the occurrence or non-occurrence of European economic and monetary union, any event or events associated with European economic and monetary union and/or the introduction of any new currency in all or any part of the European Union shall not result in the discharge, cancellation, rescission or termination in whole or in part of this Agreement or give any party hereto the right to cancel, rescind, terminate or vary this Agreement in whole or in part.

19.4 Any waiver, consent, receipt, settlement or release given by the Bank in relation to this Agreement shall only be effective if given in writing and then only for the purpose for and upon any terms on which it is given.

19.5 For the purpose of exercising, assigning or transferring its rights under this Agreement, the Bank may disclose to any person any information relating to the Depositor which the Bank has at any time.

19.6 The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Agreement or any further or other security entered into pursuant to this Agreement.

19.7 Any change in the constitution of the Bank or its absorption of or amalgamation with any other person shall not in any way prejudice or affect its or their rights under this Agreement and the expression "Bank" shall include any such other person.

19.8 The Bank shall be entitled to debit any account for the time being of the Depositor with the Bank with any sum falling due to the Bank under this Agreement.

19.9 This document shall at all times be the property of the Bank.

20. LAW AND JURISDICTION

20.1 This Agreement and any dispute (whether contractual or non-contractual, including, without limitation, claims in tort, for breach of statutory duty or on any other basis) arising out of or in connection with it or its subject matter ("Dispute") shall be governed by and construed in accordance with the law of England and Wales.

20.2 The parties to this Agreement irrevocably agree, for the sole benefit of the Bank, that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any Dispute. Nothing in this clause shall limit the right of the Bank to take proceedings against the Depositor 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.

IN WITNESS whereof the Depositor has executed this Agreement as a deed and has delivered it upon its being dated.

THE SCHEDULE

The account with the Bank denominated in

GBP

and now numbered

[redacted]

designated

LLOYDS BANK Re: Bruntons Aero Products Limited

Use this execution clause if the Depositor is a company and is to execute acting by two directors or one director and the company secretary;

Signed as a deed by

Bruntons Aero Products Limited

acting by

Director

Director/Company Secretary

Use this execution clause if the Depositor is a company and is to execute acting by only one director;

Signed as a deed by

Bruntons Aero Products Limited

acting by

[redacted] Director

in the presence of:

Witness: SARAH MATTHEWS-DENER (name)

[redacted] .....(signature)

Address: [redacted]

Occupation: CHARTERED ACCOUNTANT