



**Registration of a Charge**

Company name: **OWEN PUGH & COMPANY LIMITED**

Company number: **00415592**



X4B6BX5K

Received for Electronic Filing: **08/07/2015**

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**Details of Charge**

Date of creation: **06/07/2015**

Charge code: **0041 5592 0019**

Persons entitled: **HSBC BANK PLC**

Brief description: **A CHATTELS MORTGAGE OVER EACH OF THE ITEMS OF EQUIPMENT AND/OR OTHER CHATTEL(S) DESCRIBED WITHIN THE MORTGAGE.**

**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 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:

**HSBC BANK PLC**



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

Company number: 415592

Charge code: 0041 5592 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th July 2015 and created by OWEN PUGH & COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2015 .

Given at Companies House, Cardiff on 9th July 2015

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 6<sup>th</sup> July 2015

Checker's initial	
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Owen Pugh & Company Limited

to

**HSBC Bank plc**

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**Chattel Mortgage**

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*Registered at the Companies' Registry on the  
Day of*

This Mortgage by way of deed made the

6<sup>th</sup> day of July

two thousand and 15

Between (1) Owen Pugh & Company Limited  
Number 00415592 ("the Company")

(2) HSBC Bank plc ("the Bank")

WITNESSES as follows:

1. This Mortgage shall be security for the Payment and discharge of the monies and liabilities hereinafter defined.
2. The words "monies and liabilities" used herein mean all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever (including without limitation monies payable under Clause 25 hereof) including (as well after as before any demand made or judgement obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of the Bank (but so that interest shall be computed at the rate of three per cent per annum over the Bank's Base Rate from time to time ruling).
3. The Company covenants to pay and discharge the monies and liabilities when the same are due to be paid and discharged and acknowledges that the monies and liabilities shall in the absence of express written agreement by the Bank to the contrary be due and payable to the Bank upon demand.
4. The Company with full title guarantee hereby: -
  - (a) assigns to the Bank the items equipment and/or other chattel(s) described or referred to in Part 1 of the Schedule hereto (collectively called the "mortgaged property" which expression shall include all additions and improvements thereto and replacements thereof from time to time) to hold unto the Bank absolutely as continuing security for the payment and discharge of the monies and liabilities; and
  - (b) charges in favour of the Bank as continuing security for the payment and discharge of the monies and liabilities all present and future policies of insurance in respect of the mortgaged property and all rights and claims to which the Company is now or may at any time hereafter become entitled in relation to the proceeds thereof (collectively call the "charged property")

Provided that the Company shall pay and discharge all the monies and liabilities and the Bank is no longer under any obligation which may give rise to any monies or liabilities the Bank shall at the request and cost of the Company and subject as otherwise agreed by the Company reassign to the Company without recourse or warranty the mortgaged property then comprised in this Mortgage.

5. Until this Mortgage becomes enforceable the Company shall be entitled to retain possession of the mortgaged property but as bailee only.

6. The Company shall not except with the prior written consent of the Bank: -
- (a) create or purport to create or permit to subsist over all or any of the mortgaged property any mortgage charge lien pledge or other security other than this Mortgage; or
  - (b) permit all or any of the mortgaged property to leave the possession of the Company (save for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company; or
  - (c) hire lend sell assign or dispose of all or any of the mortgaged property or any right title or interest therein.
7. Until this Mortgage is discharged the Company will :-
- (a) insure and keep insured the mortgaged property with such insurer and against such risks (including without limitation liability to third parties loss or damage to property and statutory liability) and in such amounts and otherwise upon such terms as the Bank may require (and failing such requirement in accordance with accepted prudent business practice in respect of property of the same type from time to time current) and duly and punctually pay all premiums and other monies necessary for keeping up such insurances and will procure that the interest of the Bank is noted upon all policies of such insurances or (if the Bank so requires) that the policy is held in the joint names of the Company and the Bank and (if the Bank so requires) will produce to or deposit with the Bank all such policies and the receipts for all premium and other payments necessary for effecting and keeping up such policies and promptly notify the Bank of any occurrence which may give rise to claim thereunder and will ensure that nothing is done or omitted whereby any such policy might be adversely affected or which may increase the premium payable and it is hereby agreed (whether or not this Mortgage shall have become enforceable): -
    - (i) that the Bank may (but without being under any duty to do so) itself effect such insurances and that the Company shall be liable to the Bank for the expenses incurred by the Bank in so doing; and
    - (ii) that all sums at any time payable under any of such policies of insurance shall (subject to any prior rights and claims of any third party) be paid to the Bank (and if the same be not paid directly to the Bank by the insurers then the Company shall be trustee of the same for the benefit of the Bank and shall account to the Bank accordingly) and shall at the option of the Bank be applied (subject to Clause 28 below) in or towards the payment or discharge of any of the monies and liabilities or in making good or recouping expenditure in respect of the loss or damage for which such monies are received;
  - (b) keep the mortgaged property in good and substantial repair and condition and at the written request of the Bank replace the mortgaged property or any part thereof which is destroyed or damaged beyond repair or worn out with property of like nature and of at least equal value which replacement property shall be assigned to the Bank and included in this security;
  - (c) carry on any trade or business in accordance with the standards of good management from time to time current in the trade or business or (in the case of agricultural use) with the standards of good husbandry from time to time current and in a proper and efficient manner and in accordance with all regulations and by-laws (if any) affecting the same;
  - (d) permanently keep the mortgaged property at the premises (if any) specified in Part I of the Schedule or at such other premises as the Bank may from time to time approve in writing and keep the mortgaged property within England and Wales and notify the Bank upon request of the location of the mortgaged property from time to time and upon written notice from the Bank keep the mortgaged property at the premises so notified or at such other premises as may be authorised in writing by the Bank and will pay all costs for the relocation of any of the mortgaged property;
  - (e) observe and perform all covenants stipulations and conditions to which the mortgaged property or any part thereof or the user or possession thereof is now or may hereafter be subjected or which the Company may

agree with the Bank to observe and perform in relation thereto and (without prejudice to the generality of the foregoing) as regards any lease or other agreement applicable to all or any part of the mortgaged property or under which the same is held duly and punctually pay all rents and other payments becoming due or to become due thereunder and perform and observe all the covenants and conditions on the part of the Company therein contained and (if the Bank so requires) produce to the Bank evidence sufficient to satisfy the Bank that the foregoing requirements have been complied with;

- (f) punctually pay all rents rates and taxes payable in respect of any premises in which the mortgaged property may be for the time being and all duties fees and registration charges payable in respect of the mortgaged property and shall produce to the Bank on demand the receipts for such payments;
- (g) indemnify each of the Bank the Receiver and their respective officers agents and delegates against all claims demands and liabilities howsoever caused relating to or arising out of the design manufacture existence possession use operation redelivery or removal of all or any part of the mortgaged property including those based upon infringement of any patent or other intellectual property rights and will pay all fees duties assessments rates and taxes and all other charges and expenses of whatsoever nature payable in respect of the mortgaged property or the use thereof or any premises where the same may from time to time be situated and produce to the Bank on demand the receipts for such payments;
- (h) permit the Bank and its servants and agents at all reasonable times to enter into the premises on which the mortgaged property is kept for the time being in order to inspect the mortgaged property and to procure the repair or replacement of the mortgaged property in accordance with the covenant by the Company in that behalf above contained;
- (i) deposit with the Bank (and the Bank shall be entitled to retain) all documents constituting or evidencing title to the mortgage property;
- (j) procure that there will be affixed to the mortgaged property in a reasonably prominent position a plaque containing the following words: -

*"NOTICE OF MORTGAGE"*

This property and accessories are subject to a first mortgage in favour of HSBC Bank plc"

or in such other form as the Bank may require; and

- (k) forthwith on being required by the Bank so to do and at the cost and expense of the Company (i) execute sign deliver and do all such deeds instruments acts and things as (and in such form as) the Bank may require to improve perfect or protect the security intended to be hereby created or to facilitate the exercise of any powers authorities and discretions conferred under or pursuant to this Mortgage and (ii) endorse or cause to be endorsed on any documents constituting or evidencing title to the same and give to third parties such notices of the security hereby created as the Bank may require.
8. The Bank shall have the right at any time to affix plaques or other markings to the mortgaged property or the premises in or on which the mortgaged property is situated in such form and with such wording as the Bank may think fit indicating the Bank's interest in the mortgaged property and the Company shall not permit such plaques or markings to be concealed altered or removed and the Bank or its agent shall have free access at all reasonable times to the mortgaged property for the purpose of inspection and for any other purpose contemplated in this Deed.
9. This Mortgage shall become enforceable: -
- (a) if any of the monies and liabilities are not paid or discharged when due (whether on demand or at scheduled maturity or by acceleration or otherwise as the case may be); or

- (b) if the Company is in breach of any of the obligations binding on it under this Mortgage; or
  - (c) if the Company shall enter into any composition or arrangement for the benefit of its creditors; or
  - (d) upon the presentation of a petition for an administration order in relation to the Company or for the winding-up of the Company or the board of directors of the Company resolving that any such petition should be made; or
  - (e) upon the passing by the Company of a resolution for voluntary winding-up (save with the prior written consent of the Bank for the purpose of reconstruction or amalgamation only) or the dissolution of the Company; or
  - (f) if an encumbrancer shall take possession of or a receiver shall be appointed over or any secured creditor of the Company shall seek to enforce his security in respect of all or any of the mortgaged property or any other event shall happen which puts in jeopardy all or any part of the security hereby created; or
  - (g) if the Bank in its discretion considers that any claim may be made against the Bank under any bond guarantee indemnity or other contingent liability issued or entered into for any liabilities of the Company; or
  - (h) if any other event shall occur which has been agreed by the Company and the Bank as an event upon the occurrence of which this or any other security for all or any of the monies and liabilities shall be enforceable and thereupon and at any time thereafter (and whether or not any of the above events is continuing) or at any time after having been requested to do so by the Company the Bank may appoint by deed or by writing under the hand of a duly authorised officer of the Bank any one or more persons to be Receiver (the "Receiver") which expression shall where the context so admits include any person substituted as Receiver as herein provided or otherwise) of all or any part of the mortgaged property and may (so far as it is lawfully able) from time to time by deed or by writing under the hand of a duly authorised officer of the Bank remove any person appointed to be Receiver and may in like manner appoint another in his place. If at any time two or more persons shall hold office as the Receiver of the same property each one of such persons shall be severally entitled (subject to any contrary direction in the instrument appointing him) to exercise all the powers authorities and discretions hereby conferred on the Receiver.
10. The power to appoint a Receiver hereinbefore specifically conferred shall be in addition to all statutory and other powers of the Bank under the Law of Property Act 1925 and the statutory powers of sale and of appointing a receiver under Section 101 of the said Act shall immediately arise and be exercisable by the Bank upon and at any time after this Mortgage has become enforceable (and whether or not any of the events mentioned in Clause 9 is continuing) free from the restrictions contained in Sections 103 and 109 thereof and the power to appoint a Receiver hereinbefore or by statute conferred shall be and remain exercisable by the Bank notwithstanding any prior appointment in respect of all or any part of the mortgaged property.
11. The Bank shall not nor shall the Receiver be liable to account as mortgagee in possession in respect of all or any of the mortgaged property nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with all or any of the mortgaged property for which a mortgagee in possession might as such be liable and all costs charges and expenses incurred by the Bank or the Receiver (including the costs of any proceedings in relation to this Mortgage or to the monies and liabilities) shall be paid by the Company on a full indemnity basis.
12. The Receiver shall be the agent of the Company and the Company shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
13. The Receiver shall (subject to any limitations or restrictions expressed in the instrument appointing him but notwithstanding any restriction or limitation binding on the Company hereunder and notwithstanding any



administration winding-up or dissolution of the Company or any analogous proceedings in any jurisdiction) have all the powers (as varied and extended by the provisions hereof ) conferred by the Law of the Property Act 1925 on mortgagors and on mortgagees in possession and receivers appointed under that Act and (without prejudice to the foregoing) power: -

- (a) to sell transfer assign and grant accept surrenders or vary terminate or surrender leases of or otherwise deal with all or any of the mortgaged property in respect of which the Receiver is appointed (or concur in any of the foregoing) in such manner and generally on such terms and conditions as he thinks fit (and so that any consideration other than cash shall form part of the mortgaged property and be charged with the payment and discharge of the monies and liabilities);
  - (b) to take possession of all or any of the mortgaged property in respect of which he is appointed and for that purpose to make such demands and take any proceedings as the Receiver shall think fit;
  - (c) to make any arrangement or compromise between the Company and any other person which the Receiver may think expedient and to take defend or participate in any proceedings (including without limitation arbitration proceedings) as the Receiver may think expedient;
  - (d) to make effect and complete such improvements and repairs to any of the mortgaged property as the Receiver may think expedient;
  - (e) to appoint managers officers servants workmen nominees and agents for any of the purposes mentioned in this Clause at such remuneration and for such periods and on such terms as the Receiver may determine;
  - (f) if he thinks fit but without prejudice to the indemnity contained in Clause 23 below to effect with any insurer any policy or policies of insurance either in lieu or satisfaction of or in addition to such indemnity;
  - (g) to delegate by power of attorney or in any other manner to any person or persons approved by the Bank all or any of the powers authorities and discretions which are for the time being exercisable by the Receiver under or pursuant to this Mortgage;
  - (h) to apply for and otherwise take such steps as he may consider necessary or desirable to obtain (in the name of a nominee or otherwise) such licences consents permits and approvals as the Receiver may think expedient;
  - (i) for any of the purposes authorised by this Clause to raise money by borrowing from the Bank or from any other person on the security of all or any of the mortgaged property in respect of which the Receiver is appointed upon such terms (including if the Bank shall consent terms under which such security ranks in priority to all or any of the security hereby created) as the Receiver may think fit and the repayment of all such monies and the payment of interest thereon and related costs charges and expenses shall be treated for all purposes as expenses properly payable by the Receiver;
  - (j) to exercise any of the powers which the Bank would be entitled to exercise hereunder;
  - (k) to do all such other acts and things as he may consider to be incidental or conducive to any of the matters or powers aforesaid or which the Receiver lawfully may or can do as agent for the Company; and
  - (l) to exercise any of the above powers on behalf of the Company or on his own behalf.
14. If this Mortgage becomes enforceable (a) the Bank (in addition to all other powers of the Bank hereunder) shall have power to sell lease or otherwise deal with the mortgaged property in its sole discretion and the Company shall cease to be in possession of the mortgaged property with the consent of the Bank and the Bank shall be entitled to seize and take possession of the mortgaged property without notice or demand and (b) the Bank and its agent and servants and the Receiver shall be entitled to enter and remain upon any premises where the mortgaged property may be situated and take possession thereof without being liable for any unavoidable damage caused thereby.
15. Any sale of the mortgaged property may be by auction private contract or otherwise and at any place in the world without advertisement for cash or on credit or otherwise upon such terms as the Bank or the Receiver

thinks fit with power to postpone any such sale and without being answerable for any loss occasioned by such sale or resulting from the postponement thereof.

16. Subject to claims having priority to the security hereby created all monies received by the Receiver or (on any exercise by the Bank of its enforcement powers under this Mortgage) the Bank shall be applied in the following order: -
  - (a) in payment of all costs charges and expenses of and incidental to the appointment of the Receiver and to the exercise of all or any of the powers of the Receiver or the Bank and of any other outgoings properly payable by the Receiver (including without limitation the repayment of monies borrowed as referred to in Clause 13(i) above and the payment of interest thereon and related costs charges and expenses to the extent that the Bank has consented to the same being secured in priority to the security hereby created) or the Bank (including without limitation all amounts payable by the Bank to the Receiver by virtue of any order of any court or otherwise);
  - (b) in payment of remuneration to the Receiver at such rate as may be agreed between him and the Bank;
  - (c) in payment to the Bank.
17. The Company irrevocably and by way of security hereby appoints the Bank the Receiver and each of their respective delegates jointly and also severally to be the attorney and attorneys of the Company for the Company and in its name and as its act and deed or otherwise to sign seal execute deliver perfect and do all deeds instruments acts and things which the Company may be required to execute or do under or pursuant to this Mortgage (including without limitation under Clause 7(k)) or which the Bank or the Receiver or any such delegate may consider necessary or appropriate for or in connection with the improvement perfection or protection of the security intended to be hereby created or the exercise of any of the powers authorities and discretions conferred under or pursuant to this Mortgage. The Company hereby ratifies and confirms and undertakes to ratify and confirm whatever any such attorney shall do or purport to do in the exercise of all or any of the powers authorities and discretions referred to above or by virtue of the foregoing power of attorney. The foregoing power of attorney is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.
18. Without prejudice to any other powers authorities and discretions of the Bank all or any of the powers authorities and discretions conferred upon the Receiver (whether arising under the terms hereof or otherwise) may also be exercised by the Bank at any time after this Mortgage has become enforceable and whether or not a Receiver has been appointed and the Bank shall further be entitled to delegate by power of attorney or in any other manner to any person or persons all or any of its powers authorities and discretions and no such delegation shall preclude the subsequent exercise thereof by the Bank itself or preclude the Bank from making any subsequent delegation thereof to some other person and the Bank may revoke any such delegation at any time.
19. At any time after this Mortgage shall have become enforceable or after any powers conferred by any incumbrance having priority to the security hereby created shall have become exercisable the Bank may redeem such or any other prior incumbrance or procure the transfer thereof to itself and may settle and pass the accounts of the encumbrancer and any account so settled and passed shall be conclusive and binding on the Company and all monies paid by the Bank to the encumbrancer in accordance with such accounts shall as from such payment be due from the Company to the Bank on current account and shall bear interest and be secured as part of the monies and liabilities.

20. The rights and remedies of the Bank herein provided are in addition to and not in substitution for any rights or remedies provided by law.
21. The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage.
22. If the Company at any time fails to perform and observe the covenants and conditions contained in this Mortgage the Bank may (but without being under any duty to do so) take such steps as in its opinion may be required to remedy such failure including making any payment and for that purpose the Bank and its agents may enter upon any land of the Company without being deemed to have entered into possession thereof.
23. The Company hereby agrees to indemnify and hold harmless each of the Bank and the Receiver from and against all actions claims expenses demands and liabilities whether arising out of contract or in tort or in any other way incurred or which may at any time be incurred by it or him or by any manager agent officer servant or workman for whose debt default or miscarriage it or he may be answerable for anything done or omitted to be done in the exercise or purported exercise of any powers authorities and discretions under or in connection with this Mortgage or by reason of any failure by the Company to comply with any of its obligations hereunder.
24. No purchaser or other person dealing with the Bank or the Receiver or any of their respective delegates shall be bound or entitled to see or inquire whether any power authority or discretion under or pursuant to this Mortgage has arisen or become exercisable or be concerned with any notice to the contrary or to see whether any delegation shall have lapsed for any reason or been revoked or be bound or entitled to concern itself with the proceeds of any sale or other dealing or be answerable in any circumstances for the application thereof.
25. The Company shall reimburse to the Bank on demand on a full indemnity basis all costs charges and expenses (including without limitation all amounts determined by the Bank to be necessary to compensate it for internal management or administration costs charges and expenses) incurred by the Bank in carrying this Mortgage into effect or in connection with the improvement perfection or protection of the security hereby created or in the exercise of any rights remedies powers authorities and discretions conferred under or in connection with this Mortgage (together with any value added tax or similar tax charged or chargeable in respect thereof) and all such amounts shall be debited to an account in the name of the Company with the Bank and until reimbursed shall bear interest at the rate of three per cent per annum over the Bank's Base Rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand and be secured as part of the monies and liabilities.
26. This Mortgage: -
  - (a) shall be in addition to and independent of every other security which the Bank may at any time hold for any of the monies and liabilities; and it is hereby declared that no prior security held by the Bank over all or any of the mortgaged property shall merge in the security hereby created; and
  - (b) shall remain in full force and effect as a continuing security unless and until the Bank discharges this Mortgage.
27. If the Bank receives notice of any subsequent charge or other interest affecting all or any of the mortgaged property the Bank may open a new account or accounts for the Company in its books and if the Bank does not do so then unless the Bank gives express written notice to the contrary to the Company as from the time of receipt of such notice by the Bank all payments made by the Company to the Bank shall notwithstanding any appropriation by the Company to the contrary be treated as having been credited to a new account of the

Company and not as having been applied in reduction of the amount due owing or incurred from the Company to the Bank at the time when it received the notice.

28. All monies received recovered or realised by the Bank under this Mortgage (including the proceeds of any conversion pursuant to Clause 30 below) may in the discretion of the Bank be credited to any suspense or impersonal account and may be held in such account for so long as the Bank may think fit pending the application from time to time of such monies and accrued interest thereon at the rate if any agreed in writing between the Company and the Bank from time to time (as the Bank shall be entitled to do in its discretion) in or towards the discharge of the monies and liabilities.
29. The Company waives any right of set-off it may have now or at any time in the future in respect of the monies and liabilities (including sums payable by the Company under this Mortgage).
30. For the purpose of or pending the discharge of any of the monies and liabilities the Bank may convert any monies received recovered or realised by the Bank under this Mortgage (including the proceeds of any previous conversion under this Clause) from their existing currency of denomination into such other currency of denomination as the Bank may think fit and any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency. Each previous 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.
31. The Bank may in its discretion grant time or other indulgence or make any other arrangement variation or release with any person or persons not party hereto (whether or not such person or persons are jointly liable with the Company) in respect of any of the monies and liabilities or of any other security therefor without prejudice either to this Mortgage or to the liability of the Company for those monies and liabilities.
32. In case the Bank shall have more than one account for the Company in its books the Bank may at any time after this Mortgage has become enforceable or the Bank has received notice of any subsequent charge or other interest affecting all or any of the mortgaged property and without prior notice in that behalf forthwith transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but the Bank shall notify the Company of the transfer having been made.
33. Any settlement discharge reassignment or release between (i) the Company and (ii) The Bank or any Receiver (the "Relevant Person(s)") shall be conditional upon no security or payment granted or made to the Relevant Person(s) by the Company or any other person being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy insolvency or liquidation for the time being in force in any jurisdiction and in the event of such security or payment being so avoided or reduced the Relevant Person(s) shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such settlement discharge reassignment or release had not occurred.
34. Notwithstanding any other provision of this Mortgage or any settlement discharge reassignment release or arrangement given or made by the Bank may retain the security hereby created and all documents evidencing title to the mortgaged property or any part thereof deposited with it pursuant to this Mortgage following the payment and discharge in full of the monies and liabilities for a period of two years and one month after such discharge provided that if at any time during the said period a petition shall be presented for an order for the winding-up of the Company or for an administration order in relation to the Company or the Company shall commence to be wound-up voluntarily or any analogous proceedings shall be commenced in respect of the Company the Bank may continue to retain the security hereby created and the documents aforesaid for such

further period as the Bank may determine and the security hereby created and such documents shall be deemed to have continued to have been held as security for the monies and liabilities.

35. A certificate of a manager or officer of the Bank as to the amount for the time being of the monies and liabilities shall be conclusive and binding on the Company in the absence of manifest error.
36. Without prejudice to any other lawful mode of service any demand or notice to be made or given by the Bank to the Company (including without limitation a demand for payment of all or any of the monies and liabilities) may be made or given by any manager or officer of the Bank or of any branch thereof: -
- (a) by letter addressed to the Company and delivered to any officer of the Company at any place or sent by first-class post to or left at the registered office of the Company or any place of business or activity of the Company last known to the Bank and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted and shall be effective notwithstanding that it be undelivered or be returned undelivered; or
  - (b) by fax or other electronic means to the fax number or electronic mail address of the Company last known to the Bank and shall be deemed to have been made or given at the time of transmission.
37. (a) This Mortgage will be governed by and construed in accordance with English law and all claims and disputes including non-contractual claims and disputes) arising out of or in connection with this Mortgage, its subject matter, negotiation or formation will be determined in accordance with English law.
- (b) Both the Company and the Bank submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Mortgage.
38. The Company consents to the disclosure by the Bank of any information about the Company, this Mortgage, the Mortgaged Property and/or the Debt to:
- (a) any person to whom the Bank has transferred, or proposes to transfer, all or any of its rights, under this Mortgage and/or the Debt and any rating agencies and any advisers to the Bank in connection with such transfer; and/or
  - (b) any person with whom the Bank has entered into, or proposes to enter into, any contractual arrangements in respect of this Mortgage and/or the Debt; and/or
  - (c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time, or any of its or their agents; and/or
  - (d) any insurer who is to, or proposes to, provide insurance to the Bank in respect of the Mortgaged Property and/or Debt; and/or
  - (e) any other person to whom, and to the extent that, such information is required to be disclosed by any applicable law or regulation.
39. (a) The Bank may transfer all or any of its rights under this Mortgage and/or the Debt to any person at any time.

- (b) If the Bank transfers all or any of its rights under this Mortgage and/or the Debt, the Company's rights under this Mortgage and/or the Debts (as the case may be) will stay exactly the same.
- (c) The Company will be bound to any person to whom the Bank transfers any such rights. That person will have the Bank's powers and rights so far as the Bank transfers these to that person. The Bank will be released automatically from its obligations to the Company so far as that person assumes the Bank's obligations.
- (d) The Company will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any of its rights under this Mortgage and/or the Debt.
- (e) The Company will not transfer all or any part of its rights under this Mortgage and/or the Debt without the prior written consent of the Bank.
- (f) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:
  - (i) the term **transfer** means sale, assignment and/or transfer;
  - (ii) the term **rights** means rights, benefits and/or obligations; and
  - (iii) the term **person** means any person, trust, fund or other entity.

40. Where the context so admits: -

- (a) the expression "the Company" shall include any person from time to time deriving title under the Company and the expression "the Bank" shall include its successors transferees and assigns to the extent of their respective rights and benefits (including without limitation any person in whom under the laws of such person's place of incorporation all or substantially all of the assets and liabilities of the Bank become vested);
- (b) any reference herein to a person shall include any person company corporation body corporate government state (or agency of a state) and any association or partnership (whether or not having legal personality) of any of the foregoing;
- (c) any reference herein to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force; and
- (d) references to the singular shall include the plural and vice versa and the use of the male pronoun shall include the female and neuter and the use of the neuter pronoun shall include both the male and the female.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the day and year first before written.

**The Schedule referred to above**

**Part 1  
(The mortgaged property)**

<b>Description</b>	<b>Serial/registration number(s)</b>	<b>Location</b>
Cat D6K Bull Dozer	BD25/02	Owen Pugh, Cramlington Road, Dudley, Northumberland, NE23 7PR
Volvo A25C Dump Truck	DT15/03	Owen Pugh, Cramlington Road, Dudley, Northumberland, NE23 7PR
Volvo A25C Dump Truck	DT15/04	Owen Pugh, Cramlington Road, Dudley, Northumberland, NE23 7PR
Volvo 8X4 Hiab Truck	HT05/55	Owen Pugh, Cramlington Road, Dudley, Northumberland, NE23 7PR
Low Loader	LL01/01	Owen Pugh, Cramlington Road, Dudley, Northumberland, NE23 7PR
JCB JS260LC Crawler Excavator	TEX05/27	Owen Pugh, Cramlington Road, Dudley, Northumberland, NE23
Komatsu PC240	TEX15/26	Owen Pugh, Cramlington Road, Dudley, Northumberland, NE23 7PR
Volvo 8X4 Tipper	TT05/12	Owen Pugh, Cramlington Road, Dudley, Northumberland, NE23 7PR
Volvo 8X4 Tipper	TT05/14	Owen Pugh, Cramlington Road, Dudley, Northumberland, NE23 7PR
JCB 176W Wheeled Excavator	WEX11/17	Owen Pugh, Cramlington Road, Dudley, Northumberland, NE23 7PR

This Deed is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Deed.

Signed as a deed by the Company acting by

Signature

{REDACTED}

Director

Name in full

JOHN R. DICKSON  
(Block letters)

Signature

{REDACTED}

Director/Secretary

(For use by a  
Company without a  
Common seal)

Name in full

ROBIN S. AMELTONG  
(Block letters)

Signed as a deed by the Company acting by

Signature

Director

Name in full

(Block letters)

(For use where one  
director is authorised  
to sign)

In the presence of:

Signature of  
witness

Witness

Full name of witness

(Block letters)

Address:

Occupation:

For and on behalf of HSBC Bank plc





***For Bank Use Only***

*Please complete*

This Re-assignment made the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_

BETWEEN (1) HSBC Bank plc ("the Bank")

and (2)

\_\_\_\_\_ ("the Company")

Witnesses that the Bank hereby reassigns to the Company all the property now vested in the Bank subject to redemption under or by virtue of the within written Mortgage to hold the same unto the Company free from all monies secured by and from all claims and demands under the within written Mortgage.

In witness whereof this document which is intended to take effect as a deed has been duly executed the day and year first before written.

**SIGNED AND DELIVERED**

By \_\_\_\_\_

\_\_\_\_\_  
(Signature)

as the attorney and on behalf of HSBC Bank plc  
in the presence of

Full name of witness \_\_\_\_\_  
(Block letters)

Signature of witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_