

MR01  
Particulars of a charge



Companies House

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☒ **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**  
You may not use this form to  
register a charge where  
instrument Use form MR01



A09 06/01/2017 #331

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. **Do not send the original.**

**1 Company details**

Company number 00900323  
Company name in full ARROWSMITH ENGINEERING (COVENTRY) LIMITED

5 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 04/01/2017 ✓

**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 GENESIS ASSET FINANCE LIMITED

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

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Particulars of a charge

4	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	
Brief description	CHATELS MORTGAGE	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
5	<b>Other charge or fixed security</b>	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
6	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> <b>Yes</b></p>	
7	<b>Negative Pledge</b>	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
8	<b>Trustee statement <sup>①</sup></b>	
	<p>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</p> <p><input type="checkbox"/></p>	<p><sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)</p>
9	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge</p>	

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name JEREMY FROST

Company name GENESIS ASSET FINANCE LIMITED

Address 60 SURREY STREET

Post town GLOSSOP

County/Region DERBYSHIRE

Postcode S K 1 3 7 A J

Country UNITED KINGDOM

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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 900323

Charge code: 0090 0323 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th January 2017 and created by ARROWSMITH ENGINEERING (COVENTRY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2017.

Given at Companies House, Cardiff on 11th January 2017



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 04 JANUARY 2017

## **CHATELS MORTGAGE**

*Between*

**Arrowsmith Engineering (Coventry) Ltd**

*-and-*

**GENESIS ASSET FINANCE LIMITED**

I Certify this is a true copy of the original  
Sfendkey

**Genesis Asset Finance Ltd**  
60 Surrey Street  
Glossop  
Derbyshire SK13 7AJ

05/01/2017

O'Neill Patient  
Chester House  
2 Chester Road  
Hazel Grove  
Stockport  
SK7 4PL  
Tel No 0161 483 8555  
Fax No 0161 483 0333

*PS*

THIS CHATTELS MORTGAGE is given on the 4<sup>TH</sup> day of JANUARY 2017 by Arrowsmith Engineering (Coventry) Ltd (Company No 00900323) ("the Mortgagor") whose Registered Office is at 50 Bayton Road, Exhall, Coventry, CV7 9EJ

in favour of

GENESIS ASSET FINANCE LIMITED (Company No 04065418) ("the Mortgagee") whose registered office is at 60 Surrey Street, Glossop, Derbyshire, SK13 7AJ

10 **INTERPRETATION**

11 In this Mortgage the following expressions shall unless the context otherwise requires have the following meanings -

<b>"the Act"</b>	The Law of Property Act 1925,
<b>"Equipment"</b>	the equipment and any part thereof short particulars of which are specified in the First Schedule together with all spare parts, replacements and modifications,
<b>"powers"</b>	in relation to the Mortgagee and the Receiver, means their respective powers, discretions and rights under this Mortgage or the general law,
<b>"Premises"</b>	the premises at which the Equipment is used, kept installed or stored as specified in the Second Schedule,
<b>"the Receiver"</b>	the receiver or receivers appointed by the Mortgagee under or pursuant to Clause 7 or the Mortgagee's statutory powers,
<b>"Secured Monies"</b>	the monies and liabilities which the Mortgagor covenants in Clause 2 to pay or discharge or (except in Clause 4) any of them,
<b>"Security Interest"</b>	any mortgage, charge, pledge, lien, right of set-off or other security interest whatsoever, howsoever created or arising

12 References to the Mortgagor and to the Mortgagee include references to persons deriving title under them respectively, and references to a receiver include references to a receiver and manager or receivers and managers

13 Any reference to an enactment is a reference to it as amended or as re-enacted with or without modification

1 4 Clause headings in this Mortgage do not affect its interpretation

2 **COVENANT TO PAY SECURED MONIES**

2 1 The Mortgagor covenants with the Mortgagee to pay or discharge to the Mortgagee upon demand all monies and liabilities whatsoever (including, but not restricted to, payments due under leasing, hire purchase, rental, loan, purchase or conditional sale agreements) which may now or at any time in the future be due, owing or incurred by the Mortgagor to the Mortgagee whether present or future, actual or contingent and whether alone, severally or jointly, as principal, guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any manner whatsoever and including all costs, charges and expenses payable by the Mortgagor to the Mortgagee and so that interest shall be computed and compounded according to the usual practice of the Mortgagee as well after as before any demand or judgment or the insolvency of the Mortgagor

3 **MORTGAGE**

As security for the payment or discharge of the Secured Monies the Mortgagor with full title guarantee hereby -

3 1 charges the Equipment in favour of the Mortgagee by way of first fixed Legal Mortgage, and

3 2 assigns absolutely to the Mortgagee the proceeds of all policies of insurance now or in the future taken out by the Mortgagor in respect of the Equipment and the benefit of all options and rights devolving upon the Mortgagor under any such policy of insurance

4 **CONTINUANCE OF SECURITY**

This Mortgage shall remain in force as a continuing security to the Mortgagee notwithstanding any settlement on account or any other act, event or matter whatsoever except only the execution by the Mortgagee under seal of an absolute and unconditional release or the execution by or on behalf of the Mortgagee of a receipt for all (and not part only) of the Secured Monies

5 **COVENANTS**

5 1 The Mortgagor covenants with the Mortgagee as follows -

5 1 1 not, without the prior written consent of the Mortgagee, to sell, transfer or dispose of, or part with possession or control of, or attempt to sell, transfer or dispose of, the Equipment (or any interest therein), nor directly or indirectly create or permit to exist

- any Security Interest in respect of the Equipment or the proceeds of any sale of the Equipment permitted by the Mortgagee pursuant to this Clause 5.1.1,
- 5.1.2 to maintain the Equipment in good and substantial repair and serviceable condition and (where applicable) not to permit the same to be used or handled other than by persons properly qualified and trained or to be overloaded or to be used for any purpose for which the Equipment is not designed or reasonably suitable and to take all reasonable precautions to protect the Equipment from deterioration or damage however arising,
- 5.1.3 to keep prominently affixed to the Equipment plates labels or such other means of identification or notification as the Mortgagee shall require denoting that the Equipment is subject to a first Legal Mortgage in favour of the Mortgagee, and not to remove, obscure or deface the same or permit the same to be removed, obscured or defaced,
- 5.1.4 not, without the prior written consent of the Mortgagee, to make any modification or permit any modification to be made to the Equipment if the effect of such modification may be in the opinion of the Mortgagee to reduce the value of the Equipment,
- 5.1.5 to maintain the Premises in good and substantial repair and condition, to comply with all covenants, regulations and other provisions relating thereto, to pay promptly all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Premises and the Equipment, to produce on demand evidence thereof to the Mortgagee and to prevent the Equipment from being distrained for any of the said outgoings or from being taken under execution,
- 5.1.6 to obtain all necessary certificates, licences, permits and authorisations from time to time required for the use and operation of the Equipment and not to do or permit to be done any act or omission whereby the Equipment or the use thereof would contravene rules and regulations for the time being in force,
- 5.1.7 forthwith to notify the Mortgagee of any material loss, theft, damage or destruction to the Equipment,
- 5.1.8 to give the Mortgagee such information concerning the location, condition, use and operation of the Equipment as the Mortgagee may require and to permit any persons



designated by the Mortgagee at all reasonable times to inspect and examine and take respectively such photographs and photocopies of the Equipment and all records maintained in connection therewith as the Mortgagee may require,

5 1 9 to ensure that the Premises are suitable for the use or storage of the Equipment and not to remove or suffer the Equipment to be removed from the Premises except to the extent as agreed with the Mortgagee that the Mortgagor's trade requires otherwise, and

5 1 10 to procure in favour of the Mortgagee from any person with a proprietary interest or Security Interest (including any owner, leaseholder or chargee) in any real or personal property to which the Equipment might become affixed, or with which title to the Equipment might become affixed, or with which title to the Equipment might merge, an acknowledgement prior to such fixing or merger that their rights and remedies will only be exercised subject to the Mortgagee's rights in the Equipment under this Mortgage and, in particular, but without limitation to the generality of the foregoing, the right of the Mortgagee, its servants or agents to enter upon or have unrestricted access to any such real or personal property to remove the Equipment notwithstanding that it might be affixed to, or have merged with, any such real or personal property

5 2 The Mortgagor shall at its own expense procure that the Equipment shall be covered and kept covered by insurance of a kind and type satisfactory to the Mortgagee through brokers and with insurers approved by the Mortgagee (such approval not to be unreasonably withheld) such insurance to be for full comprehensive insurance cover for such value (which shall include but not be limited to fire, theft and accident) as may be stipulated by the Mortgagee from time to time and with respect to third party liabilities maintain insurance in such amount and on such terms as is usual for the users of equipment of the same type as the Equipment and Mortgagor shall procure that all such insurance shall be maintained in the joint names of the Mortgagor and the Mortgagee

5 3 The Mortgagor further covenants -

5 3 1 not to do anything nor to allow anything to be done whereby any policy or policies of insurance in respect of the Equipment may be or become void or voidable and, in

particular, not to use or allow to be used the Equipment otherwise than in accordance with the terms of such policies (including any warranties or trading restrictions therein) without first giving written notice to the Mortgagee and obtaining the consent of the insurers concerned and complying with such requirements as to payment of extra premiums or otherwise as the insurers may impose,

5 3 2 to renew all such insurances at least fourteen days before the relevant policies or contracts expire and to promptly confirm in writing to the Mortgagee or procure that the approved broker shall promptly confirm in writing to the Mortgagee when each such renewal is effected,

5 3 3 promptly pay all premiums, calls, contributions or other sums payable in respect of all such insurances and to produce all relevant receipts to the Mortgagee on request,

5 3 4 upon the happening of any event giving rise to a claim under any insurances forthwith - to give notice to the appropriate insurers and to the Mortgagee,

5 3 5 to reimburse the Mortgagee the cost to the Mortgagee of effecting in its discretion any policy of insurance it deems necessary to protect its interest in the Equipment under this Mortgage

5 4 Without prejudice to Clause 3 2 all policies of insurance required pursuant to Clause 5 2 shall be endorsed with a notice of assignment and shall otherwise be in a form acceptable to the Mortgagee to the effect that -

5 4 1 payment of any claim for an actual, agreed or constructive total loss of the Equipment will be made to the Mortgagee, and

5 4 2 payment of any claim for a loss which is not a total loss of the Equipment and which exceeds 10 per cent of the Secured Monies will be made to the Mortgagee -

The Mortgagee shall apply monies received pursuant to a claim within Clause 5 4 1 in the following order -

5 4 2 1 in or towards payment of all costs and expenses whatsoever incurred by the Mortgagee or the Receiver in or about the collection of such claims,

5 4 2 2 in or towards payment of all sums other than principal payable to the Mortgagee,

5 4 2 3 in or towards repayment of principal payable to the Mortgagee,

5 4 2 4 the surplus (if any) to be paid to the Mortgagor

The Mortgagee shall apply all monies received pursuant to a claim within Clause 5 4 2 in paying directly for repairs, reinstatement, charges or other expenses in respect of which such proceeds were paid or in reimbursing the Mortgagor for any such repairs, reinstatement, charges or other expenses

5 5 The Mortgagor shall on request produce to the Mortgagee all such policies of insurance (whether in full force or not) relating to the Equipment as the Mortgagee shall require and permit the Mortgagee to take copies thereof

5 6 The Mortgagor shall not without the previous consent in writing if the Mortgagee effect any additional insurance in respect of the Equipment

6 **THE MORTGAGEE'S POWERS**

6 1 The Secured Monies shall become due for the purposes of section 101 of the Act upon demand being made for payment or discharge of the Secured Monies

6 2 Section 103 of the Act shall not apply to this Mortgage and the statutory power of sale shall be exercisable at any time after demand has been made for payment or discharge of the Secured Monies

6 3 The power of sale and the incidental powers conferred by Section 101 and Section 106(4) of the Act are hereby extended and varied to authorise the Mortgagee in its absolute discretion -

6 3 1 to take immediate possession of the Equipment and for that purpose to take any proceedings or other action of any nature whatever in the name of the Mortgagor or otherwise as may seem expedient, to enter the Premises or such other premises where the Equipment is believed to be to demand and recover from the Mortgagor or any person all deeds and documents whatsoever relating to the Equipment or the title thereto and to do any or thing necessary or desirable in the circumstances,

6 3 2 to sell, lease or otherwise in any manner deal with or concur in selling or dealing with or convert into money and realise the Equipment on such terms as it thinks fit and to give valid receipts for all monies and execute all assurances and things which may be necessary for selling, leasing, converting, realising or otherwise dealing as aforesaid with the Equipment,

- 6 3 3 to carry out such repairs, alterations, improvements or overhauls to the Equipment as it thinks desirable and to make additions thereto,
- 6 3 4 to negotiate, settle, refer to arbitration or compromise all accounts, questions and demands whatsoever in relation to any of the Equipment and to bring, defend or abandon any actions relating thereto,
- 6 3 5 to insure that Equipment against such risks (in addition to loss or damage by fire or theft) and for such amounts as it may consider prudent,
- 6 3 6 to carry on manage or concur in carrying on and managing the business of the Mortgagor insofar as such business relates to the Equipment or insofar as (in its opinion) it is necessary to carry on such business to preserve the value of the Equipment,
- 6 3 7 to raise or borrow any money that may be required for the exercise by it of any of its powers upon the security of the Equipment in priority to the sums hereby secured or otherwise,
- 6 3 8 to appoint managers officers agents clerks servants workmen and others for the purposes of exercising any of its powers upon such terms as to remuneration or otherwise as it deems fit,
- 6 3 9 generally to manage the Equipment and to take such action in relation to the same as if it was the absolute and beneficial owner thereof
- 6 4 If the Mortgagor for any reason fails to observe or punctually to perform any of its obligations to the Mortgagee, whether under this Mortgage or otherwise the Mortgagee shall have power, on behalf of or in the name of the Mortgagor or otherwise, to perform the obligation and to take any steps which the Mortgagee may, in its absolute discretion, consider appropriate with a view to remedying or mitigating the consequences of the failure, but the exercise of this power or the failure to exercise it shall in no circumstances prejudice the Mortgagee's rights under Clause 10
- 6 5 For the purposes of the exercise of its powers contained in Clause 6 3 the Mortgagee shall have the right together with all persons duly authorised by it to enter upon the Premises, to view the state and condition of the Equipment and to effect such repairs and renewals as the



Mortgagee shall consider necessary without becoming liable thereby as mortgagee in possession

7 **RECEIVER**

7 1 Section 109(1) of the Act shall not apply to this Mortgage At any time after the Mortgagee has served a demand for payment or discharge of the Secured Monies or if it is requested to do so by the Mortgagor, the Mortgagee may (without further notice) appoint by writing under hand such person or persons (including an officer or officers of the Mortgagee) as it thinks fit to be Receiver of the Equipment and may remove any such person or persons from such appointment forthwith and appoint another or others in that person's place without giving notice of such removal and appoint to the Mortgagor

7 2 The Mortgagee may remove the Receiver and appoint another in his place and may also appoint another receiver if the Receiver resigns

7 3 The exclusion of any part of the Equipment from the appointment of the Receiver shall not preclude the Mortgagee from subsequently extending his appointment (or that of the receiver replacing him) to that part

7 4 The Receiver shall, so far as the law permits, be the agent of the Mortgagor, the Mortgagor shall be solely responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and the Mortgagee shall in no way be responsible for any misconduct, negligence or default on his part

7 5 The remuneration of the Receiver may be fixed by the Mortgagee without being subject to the maximum rate of commission specified in Section 109(6) of that Act but shall be payable by the Mortgagor alone and the amount of such remuneration shall form part of the Secured Monies and accordingly be secured on the Equipment under this Mortgage

7 6 As against the Mortgagor all the powers authorities and rights vested in the Mortgagee by this Mortgage shall vest also in the Receiver subject to Clause 7 7 and without prejudice to the generality of the foregoing the Receiver shall have power to make any payment and incur any expenditure which the Mortgagee is by this Mortgage expressly or impliedly authorised to make or incur Any expenses incurred by the Receiver in the exercise of any of his powers hereunder may be paid or retained by him out of any monies coming into his hands as



receiver or may be paid by the Mortgagee in which case they shall be treated as expenses properly incurred by the Mortgagee

7 7 The Receiver shall in the exercise of his powers, authorities and discretions conform with the reasonable directions from time to time made and given by the Mortgagee

7 8 The Mortgagee may at any time require security to be given for the due performance of the Receiver's duties as receiver at the cost of the Mortgagor

7 9 The Mortgagee may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as receiver

7 10 All monies arising from the exercise of the powers of the Receiver or the Mortgagee and all other monies received by the Receiver or the Mortgagee after service of a demand for payment of the Secured Monies shall, subject to any claims ranking in priority to the secured amounts, be applied in or towards discharging, in the following order of priority -

7 10 1 all costs, charges, expenses and liabilities, paid, charged or incurred, by the Mortgagee or the Receiver in connection with or as a result of the exercise of their powers, including the remuneration or other payment of the Receiver in relation to this Mortgage or any other documents entered into between the Mortgagor and the Mortgagee in such order as the Receiver or the Mortgagee may from time to time determine,

7 10 2 all other Secured Monies in such order as the Mortgagee may from time to time in its absolute discretion determine, and

7 10 3 the claims of those entitled to any surplus

7 11 Sections 105 and 109(6) and (8) of the Act shall not apply in relation to the Mortgagee and the Receiver

## 8 **COSTS AND INDEMNITY**

8 1 The Mortgagor shall, on demand, pay the Mortgagee and the Receiver all costs and expenses (including legal and out-of-pocket expenses) incurred by it in connection with the negotiation, preparation or completion of, or any variation or consent or approval, relating to this Mortgage or in connection with the preservation or enforcement of the rights of the Mortgagee under this Mortgage



8 2 The Mortgagor further covenants with the Mortgagee to fully indemnify the Mortgagee and the Receiver against all losses, claims, proceedings, liabilities, costs, charges and expenses which the Mortgagee or the Receiver may incur (in the case of the Mortgagee whether before or after it has demanded payment or discharge of the Secured Monies) -

8 2 1 in consequence of anything done or purported to be done by the Mortgagee or the Receiver under this Mortgage, any other document entered into between the Mortgagor and the Mortgagee or of any failure by the Mortgagor to comply with its obligations to the Mortgagee thereunder or otherwise in connection therewith, or

8 2 2 in consequence of any payment in respect of the Secured Monies (whether made by the Mortgagor or a third person) being impeached or declared void for any reason whatsoever

9 **PROTECTION OF THIRD PARTIES**

9 1 No purchaser, mortgagee, or other person dealing with the Mortgagee or the Receiver shall be concerned to enquire whether any of the powers which they or either of them have exercised or purported to exercise has arisen or become exercisable or whether the Secured Monies remain outstanding, or as to the propriety or validity of the exercise or purported exercise of any such power and the title of a purchaser and the position of such a person shall not be prejudiced by reference to any of those matters

9 2 The receipt of the Mortgagee or the Receiver shall be an absolute and conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Mortgagee or the Receiver

9 3 In this Clause 9, "purchaser" includes any person acquiring, for money or money's worth, any lease of, or Security Interest or any other interest or right whatsoever in the Equipment

10 **PROTECTION OF THE MORTGAGEE AND THE RECEIVER**

10 1 Neither the Mortgagee nor the Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise, any of their respective powers

10 2 Without prejudice to the generality of Clause 10 1, the taking of or entry into possession of the Equipment shall not render the Mortgagee or the Receiver liable to account as mortgagee in

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possession, and if and whenever the Mortgagee or Receiver takes possession of the Equipment it may at any time relinquish or draw out of such possession

11 **FURTHER ASSURANCES AND POWER OF ATTORNEY**

11 1 The Mortgagor further covenants with the Mortgagee from time to time (and for the purposes mentioned in Clause 11 1 1 below, notwithstanding that the Mortgagee may not have demanded payment or discharge of the Secured Monies) upon demand to execute, at the Mortgagor's own cost, any legal or other mortgage, charge or other deed or document or do any act or thing which -

11 1 1 the Mortgagee may specify in its discretion with a view to perfecting or improving any mortgage, charge or security created or intended to be created by this Mortgage, or

11 1 2 the Mortgagee or the Receiver may specify with a view to facilitating the exercise or the proposed exercise of any of their powers

11 2 For the purpose of securing the interest of the Mortgagee in the Equipment and the performance of its obligations to the Mortgagee, whether under this Mortgage or otherwise, the Mortgagor irrevocably and by way of security appoints the Mortgagee to be its attorney (with full power to appoint substitutes to the sub-delegate including power to authorise the persons so appointed by either method to make further appointments with regard to the Equipment) on its behalf and in its name or otherwise, to make any alteration, addition or deletion to or to perfect any document or do any act or thing which the Mortgagee (or its substitute or delegates) may, in its absolute discretion, consider appropriate in connection with the perfection of its title in the Equipment or the exercise of any of the powers of the Mortgagee or the Receiver, or which the Mortgagor is obliged to the Mortgagee to execute or do, whether under this Mortgage or otherwise, and without prejudice to the generality of its power to appoint substitutes and to sub-delegate, the Mortgagee may appoint the Receiver as its substitute or delegate and any person appointed the substitute of the Mortgagee shall in connection with the exercise of the said power of attorney be the agent of the Mortgagor and Clause 7 4 shall apply mutates mutandis

11 3 Without prejudice to the generality of Clause 11 1 and 11 4 the Mortgagor further covenants with the Mortgagee that if required to do so it will ratify and confirm -





11 3 1 all transactions entered into by the Mortgagee or the Receiver at the instance of the  
Mortgagor or in the exercise or purported exercise of their powers,

11 3 2 all transactions entered into by the Mortgagee or the Receiver in signing, sealing,  
delivering and otherwise perfecting any assignment, mortgage, charge, security,  
deed, assurance or act

11 4 References in Clause 8 to the Mortgagee and the Receiver shall include references to any  
substitute or delegate appointed under Clause 11 2

## 12 **OTHER SECURITY**

12 1 This security is in addition to and shall neither be merged in nor in any way include or  
prejudice or be prejudiced by any other Security Interest right of recourse or other right which  
the Mortgagee may now or at any time hereafter hold or have (or would apart from this  
mortgage hold or have) as regards the Mortgagor or any other person in respect of the  
Secured Monies

12 2 Section 93 of the Act shall not apply in relation to any of the charges contained in this  
Mortgage

12 3 The powers which this Mortgage confers on the Mortgagee and the Receiver are cumulative,  
without prejudice to their respective powers under the general law, and may be exercised as  
often as the Mortgagee or the Receiver think appropriate

## 13 **NOTICES**

Any notice, demand or communication under or in connection with this Mortgage shall be in  
writing and shall be delivered personally or by pre-paid first class post or facsimile  
transmission ("fax") to the addresses given in this Mortgage or at such other address as the  
recipient may have notified to the other party in writing Proof of posting or despatch shall be  
deemed to be proof of receipt -

13 1 1 in the case of a letter, on the second business day after posting, and

13 1 2 in the case of a fax on the business day immediately following the date of  
transmission

## 14 **INVALIDITY OF ANY PROVISION**

9

If any of the provisions of this Mortgage becomes invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired

15     **WAIVERS**

Any failure to exercise or any delay in exercising on the part of the Mortgagee or the Receiver any rights, arising under or by virtue of this Mortgage shall not operate as a waiver or variation thereof nor shall any defective or partial exercise thereof preclude or impair any other or further exercise of that or any other right and no act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or variation of any such rights

16     **GOVERNING LAW**

This Mortgage shall be governed by and construed in accordance with the laws of England

**IN WITNESS** whereof Mortgagor has executed this Mortgage as a Deed the day and year first before written

## THE FIRST SCHEDULE

### The Equipment

#### **Shop 44 (Turning)**

Axminster model HD16FC pedestal floor drill  
Serial no 097876 (2007)

Circa 500x500 granite inspection plate and Mitutoyo HDS height gauge

Unnamed 4" horizontal finisher

Sealey 6" bench grinder

Sundry loose items

#### **Grinding Department**

Sunnen Eclipse EC-3500 EM-36 precision hone (single spindle)  
Serial no 3S1-1068

Jones & Shipman (G12) heavy duty cylindrical grinder (twin wheel)  
Serial no 38207  
Capacity 12" x 36" bc  
with coolant facility

Churchill (circa 16" diameter) tub grinder  
Serial no --  
with magnetic chuck & coolant

XYZ 1020 horizontal surface grinder  
Serial no 0024 175 (2000)  
with Mitutoyo DRO, coolant & extraction

Myford cylindrical grinder  
Serial no HA114630  
with coolant facility

Jones & Shipman 1311 universal cylindrical grinder  
Serial no BO91488  
with Heidenhain DRO

Myford MG12-HM Hydraulic Cylindrical Grinder  
Serial no HM161199M (1987)  
With metric dials, standard workhead, 3 jaw chuck, centres, standard table dresser, standard coolant tank & fittings  
Myford Swing-Down Internal attachment with spindle & quills

Jones & Shipman 1302 universal cylindrical grinder  
Serial no B015606  
with Electronica DRO

Rossi Monza roll grinder (large)  
Serial no 1979  
with coolant

Rossi Monza roll grinder (small)  
Serial no 51668

All change parts & tooling throughout grinding department including chucks, wheels, steadies & collets  
(Note included with individual machines)

Grinding Department inspection equipment including

Circa 10 – Sunnen & Federal bore gauges )  
2 – Sigma comparators )  
2 – Marposs E4 comparators )  
Taylor Hobson Talyrond 100 )  
Taylor Hobson Surtonic 2 )  
Granite layout table (circa 3'x2') )  
Sundry loose items )

Struers Rotopol 22 twin wheel polisher  
Serial no --  
Roto Force 4 head & Pedopress unit

Circa 2' x 2' granite layout table, assorted comparators, Mitutoyo bore gauges, Taylor instrument stand

#### **Unit 46 – 48 (Goods Inwards)**

Prosaw model BS-250 HAS automatic horizontal band-saw  
Serial no 070416 (2007)  
with pre-set, count, multi-feed functions and roller support

Prosaw model LX-250 AE automatic horizontal band-saw  
Serial no 13060885 (2013)  
with standalone plc control & roller infeed

3 – 5 tier cantilever bar racks )  
4 – various upright steel bar racks (22 space) )  
horizontal bar rack (converted pallet racking) )

#### **Machine Storage Area**

Kemppi Kempak 200 / tig 200 ac/dc rectifier )  
Kennedy model EAW 160 arc rectifier )  
Sip Startmaster 210 / 30 charger )  
2 – 5 tier upright bar stands / racks )

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Leadwell model LT-10 CNC lathe	)
Serial no L2ST G0564	)
Fanuc O-T control	)
	)
LNS turbo HB swarf conveyor	)
Serial no 14575001156 (2016)	)
	)
Pee Wee type P15U thread roller	)
Serial no 15156 (1972)	)
	)
Christer model 2-32 drill grinder	)
Serial no 887	)
	)
Hydrafeed Multifeed MX-1B magazine bar feed	)
Serial no 5009	)
	)
	)
Hydrafeed Multifeed MV65 magazine bar feed	)
Serial no 16130448	)
	)
Hydrafeed Multifeed ML1 short magazine bar feed	)
Serial no 3638 (1999)	)
	)
	)
Hydrafeed Multifeed ML1 short magazine bar feed	)
Serial no 3489 (1998)	)
	)
	)
Hydrafeed Multifeed ML1 short magazine bar feed	)
Serial no 4582 (2002)	)
	)
	)
AI change parts & adapters for above	)

#### **Unit 50 (Machining)**

Leadwell model MV-610CR vertical machining centre  
 Serial no L1SIG0044  
 Fanuc series O-M control, ATC, twin screw type swarf conveyors & 4<sup>th</sup> axis attachment

#### **Tool setting**

Kelch Kenova set line V224 tool setter  
 Serial no V2-0227 (2015)  
 mounted on granite table with operating PC

All change tooling including collets & arbours  
 (Note included with individual machines)

#### **Traditional Department**

Parkson / Rosenfords RFE-P vertical mill	)
Serial no 496 (1962)	)
	)
Colchester Triumph 2500 gap bed centre lathe with Mitutoyo DRO	)
	)
	)
Herbert 4 spindle drill with rise & fall table, 4 machine vice	)
	)
	)

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Samand single diamond wheel lapper	)
Serial no IG82 359	)
Adcock Shipley horizontal drill	)
2 – double ended gliders	)
Vertical & horizontal finisher	)
Mardon extraction cabinet	)
Norton fly press	)

**Throughout Unit 50**

All change parts & tooling for machine tools listed including arbours, collets, chucks, machine vice & rotary tables  
(Note included with individual machines)

Otec type EF18 media finisher	)
Serial no EF18 / 130068 (2013)	)
Sealey SM19 V2 parts cleaning tank	)
Serial no 00804 (2014)	)
Cleantank stainless steel basket type parts wash, model RT900	)
Serial no 2742 (2013)	)
Indentec hardness tester	)

**Inspection Area**

Zeiss C400 (size 4 4 3) co-ordinate measuring machine  
Serial no 390802002  
Renishaw PH1 probe, operating system & Hanns G Screen

Tesa Hite 400 digital height gauge	)
Serial no SR030902	)
circa 3'x2' granite inspection table	)
swivel inspection plate	)
Taylor Hobson Surtronic test unit	)
Tesa tool holder	)
Tesa Tronic TTR60 test unit	)
Allowance for general inspection equipment including plug gauges, micrometers, thread gauges	)

**Test Area & Marking Department**

Bespoke cabinet with pneumatic test junction	
Domino A320i inkjet part master with coding head, operating system & label printer	)

Technifor XF500 Em/d parts marker  
Serial no 12111373 (2012)  
with model DMC15 rotary head  
Serial no 12-12 0350

Technifor CN312 Cm parts marker  
Serial no 05-11-0277  
with DMC 11/101 rotary head  
Serial no 05-11-0152

Operating systems for above parts markers

### **Compressor Installations**

Mark type MSM 5 5kW X mini receiver mounted air compressor  
Serial no CAI597757 (2012)  
Recorded hours 12,827

Compair air dryer, inline filter & Consep filter

Mark MSA 11/8 11kW (8 bar) packaged air compressor  
Serial no CAI666659 (2013)

Air dryer & welded air receiver

### **Yard**

Assoc Industrial (Shanghai) 20' ISO container  
Reference AST-048908

Hyundai 40' ISO steel container (oil storage)  
Reference HDC 82 100 661

unnamed 20' ISO steel container  
Reference QP6206600 (2006)

### **Mobile plant**

Komatsu model FD15HT-15 diesel fork truck  
Serial no 331740 (1993)  
Recorded hours 6,345  
Duplex mast (1,500kg @ 500 centres)

### **Offices throughout**


Circa 12 standalone PC's, screens & laptop

**THE SECOND SCHEDULE**


**The Premises**

**EXECUTED** as a Deed by  
**Arrowsmith Engineering (Coventry) Ltd**  
acting by

  
Director

  
Director/Secretary of *Apodana Management Ltd.*, a Director

Signed for and on behalf of  
the Mortgagee

Signature   
Name *J D Frost*  
Title *D. Mtdr*



**RECEIPT**

**GENESIS ASSET FINANCE LIMITED** ("the Mortgagee") hereby acknowledges that it has received the balance of all monies and liabilities secured by the above-written Mortgage ("the Mortgage") and that all the charges therein contained are completely discharged, the payment having been made by **Arrowsmith Engineering (Coventry) Ltd**

This Receipt is not to operate as a transfer of the Mortgage

Dated this                      day of

**Duly authorised for and on behalf of the Mortgagee**