



Registration of a Charge

Company name: **JACKSON MECHANICAL SERVICES (UK) LIMITED**
Company number: **03935497**



Received for Electronic Filing: **24/03/2015**

Details of Charge

Date of creation: **11/03/2015**
Charge code: **0393 5497 0005**
Persons entitled: **LIBERTY LEASING**
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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KATIE WARDER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3935497

Charge code: 0393 5497 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th March 2015 and created by JACKSON MECHANICAL SERVICES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th March 2015 .

Given at Companies House, Cardiff on 25th March 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

09/14

TERMS OF THE SUPPLEMENTAL CHATTEL MORTGAGE

THIS DEED OF SUPPLEMENTAL CHATTEL MORTGAGE is made on the date shown in the schedule above

BETWEEN:

- (1) the Company the company described as the Company in the Schedule and
(2) LIBERTY LIBERTY LEASING PLC, registered in England & Wales, company number 043096 of, Liberty House, Brook Avenue, Warshall, Southampton, Hampshire SO31 9HP

1. Definitions

In this Deed the following terms have the meanings respectively given to them:
The Assets means the plant, machinery, equipment, vehicles or other assets described in the Schedule and includes any and each of them where there are more than one;

Associate means any guarantor, indorsee or other surety in respect of the Company or its liabilities or a holding company, subsidiary or subsidiary of a holding company, such terms being given the definitions in section 726 of the Companies Act 1985, or as ascertained or modified by section 425 of the Insolvency Act 1986, and in the case of LIBERTY any person connected or associated with LIBERTY and which LIBERTY may from time to time designate as being an Associate of LIBERTY for the purposes of this Deed (including, without limitation, and without any requirement for prior notification, any present or future holding company or subsidiary of LIBERTY (and any subsidiary of any such holding company) as such terms as are defined above;

Business Day means any day other than a Saturday, Sunday or English Bank Holiday;

Charged Property means the Non-Vesting Assets and any other rights, and interests mortgaged or charged to LIBERTY pursuant to the terms of this Deed and includes any part of them;

Lease Purchase Agreement means the lease purchase agreement entered into on or about the date of this Deed in respect of the Assets;

Non-Vesting Assets means all or any of the Assets which are to be or have previously been sold by the Company to LIBERTY and where, for whatever reason, title to the Asset or Assets concerned has not or has failed to vest absolutely and effectively in LIBERTY;

Receiver means a receiver or receivers appointed under this Deed;

Secured Obligations means all of the monies, obligations and liabilities of the Company described in clause 2 or arising under any of the other clauses of this Deed;

2. Agreement by the Company to Pay LIBERTY

The Company covenants that it will pay to LIBERTY on demand and without deduction all of all monies now or in the future due, owing or payable to the Company by LIBERTY (including but not limited to) all existing guarantees, warranties, and servicing and maintenance agreements and intellectual property rights licensed to or to which it is entitled relating to the Assets and other monies and liabilities covenanting to and paid under this Deed or arising under any other finance agreement of any kind entered into between LIBERTY and the Company and whether owing as principal or as surety, whether alone or jointly and/or severally, whether present or future, whether statutory or non-statutory, actual or contingent and liquidated or unliquidated;

3. Security

3.1 As security for the Secured Obligations, the Company will full title guarantee assign absolutely to LIBERTY by way of security all of its right, title and interest in the Non-Vesting Assets together with the benefit of all existing guarantees, warranties, and servicing and maintenance agreements and intellectual property rights licensed to or to which it is entitled relating to the Assets and other monies and liabilities covenanting to and paid under this Deed or arising under any other finance agreement of any kind entered into between LIBERTY and the Company and whether owing as principal or as surety, whether alone or jointly and/or severally, whether present or future, whether statutory or non-statutory, actual or contingent and liquidated or unliquidated;

3.2 As further security for the Secured Obligations, the Company will full title guarantee charge in favour of LIBERTY of way of fixed equitable charge;

3.3 All Non-Vesting Assets which are not owned by either LIBERTY or the Company on the date of this Deed and which the Company subsequently acquires;

3.3.1 all future guarantees, warranties and servicing and maintenance agreements to which it becomes entitled in relation to the Assets; and
3.3.2 the benefit of all insurance relating to the Assets (including all claims and returns of premium);

4. Covenants by the Company

The Company covenants with LIBERTY as follows:

4.1 to comply in respect of the Non-Vesting Assets with all of all the covenants, undertakings and indemnities set out in the Lease Purchase Agreement at it repeated, mutatis mutandis, in this clause 4.1;

4.2 Not to grant or permit to be created any further mortgage, charge, pledge, assignment or encumbrance of or over the Charged Property (including any charge of land on which the Non-Vesting Assets may be situated) other than in favour of LIBERTY, or to sell, let, hire, part with possession of or otherwise dispose of the Non-Vesting Assets in any interest in them or to assign to any other person the right to do so or to enter to do anything which could in any way prejudice the security of LIBERTY under this Deed in such and every case without having first obtained the express written consent of LIBERTY;

4.3 Not to outbail the prior written consent of LIBERTY to permit the Non-Vesting Assets to become affected by, or otherwise connected with, any kind of building to which the Non-Vesting Assets will become a fixture; As between LIBERTY and the Company the Non-Vesting Assets will remain personal movable property;

4.4 to obtain from any landlord of the premises at which the Non-Vesting Assets may from time to time be situated on anything other than a tenancy lease a waiver in a form acceptable to LIBERTY or, if it is not practical, in LIBERTY's opinion, to obtain a formal release from the landlord to give the landlord of such premises notice of the security created by this Deed in a form acceptable to LIBERTY;

4.5 to pay and discharge at their fall due all debts, liabilities and damages whatsoever which have been or may give rise to liens or claims enforceable against the Non-Vesting Assets whether in respect of obligations and in the event of the retention of the Non-Vesting Assets in the exercise or purported exercise of any such lien or claim, to procure the release of the same from such detention immediately upon receiving notice of it; If the Company fails to comply with this covenant then LIBERTY may at its sole expense of the Company which shall form part of the Secured Obligations;

4.6 to confirm the location of the Non-Vesting Assets upon being requested to do so by LIBERTY and, in any event, not to permit the Non-Vesting Assets to be taken outside Great Britain;

5. Duties by the Company to repair and insurance

5.1 If at any time the Company shall not keep the Non-Vesting Assets in such state of repair as specified in the Lease Purchase Agreement and as ascertained by reference by clause 4.1 of this Deed, LIBERTY may, but without being under any obligation to do so, pay or keep the Non-Vesting Assets in repair (with power to enter onto any premises at which the Assets are situated for that purpose);

5.2 If at any time the Company does not effect or keep up such insurance as specified in the Lease Purchase Agreement or produce a copy of the policy and evidence of premiums having been paid up to date on demand then LIBERTY may (but without being under any obligation to do so) procure and keep the Non-Vesting Assets insured in any way which LIBERTY may think expedient, which amount will be reimbursable payable by the Company to LIBERTY and will form part of the Secured Obligations;

5.3 If the Company shall have failed to deliver on demand as specified above the policy or policies or current premium receipt in respect of the Non-Vesting Assets, LIBERTY shall be entitled to assume that the Company has made default in insuring them in accordance with the requirements of this Deed;

6. Power of sale and eviction of Law Property Act provisions;

6.1 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or extended by this Deed, each arise on the date of this Deed and shall be immediately exercisable at any time after a notice demanding payment of and/or discharge and/or provision for any monies secured by this Deed shall have been served in writing on LIBERTY on the Company or a Receiver has been appointed under this Deed;

6.2 Section 103 of the Law of Property Act 1925 shall not apply to this Deed and any sale may be made on such terms as LIBERTY or any Receiver may think fit. Neither shall the restriction on the right of co-ordination in Section 93 of the Law of Property Act 1925 apply to this Deed;

7. Appointment of receiver and enforcement

7.1 At any time after LIBERTY shall have demanded payment of any money or liability secured by this Deed LIBERTY may in writing appoint any person or persons to have received (with power to subdelegate any part thereof to exercise any power independently of any other part received) and may remove any Receiver and appoint another or others in his or her place. Following such demand (whether or not a Receiver has been appointed) LIBERTY and any Receiver shall have the following powers without by reason of that becoming liable as a mortgagee in possession:

7.1.1 To take possession of, collect and get in the Charged Property and for that purpose to take any proceedings in the name of the Company or otherwise as may seem expedient, to collect, receive, compromise, settle and give a good discharge for the sums payable in respect of the Charged Property and any claims outstanding or arising in respect of the Charged Property and to institute such proceedings as LIBERTY or the Receiver may think fit;

7.1.2 To carry on, manage or concur in carrying on and managing the business of the Company or any part of it in so far as the same relate to the Charged Property, to perform any obligation of the Company relating to such matters, to exercise all rights, duties and powers of the Company in connection with the Charged Property, to institute and defend legal proceedings, to give and receive notices, to call or borrow any money that may be required upon the security of the whole or any part of the Charged Property;

7.1.3 Without the restriction imposed by section 103 of the Law of Property Act 1925, to sell or lease the Charged Property, lease, let, charter, license, call in collect and convert into money or otherwise dispose of the Charged Property or such terms as LIBERTY or any Receiver may think fit to use the same for any purpose that LIBERTY or the Receiver may think fit;

7.1.4 To make any arrangement or compromise which LIBERTY or any Receiver shall think expedient;

7.1.5 To appoint managers, agents, officers, employees and workmen for the purposes described in this clause 7.1 or to assist or protect the Non-Vesting Assets at such salaries and for such periods as LIBERTY or any Receiver may determine;

7.1.6 To enter and sell the Non-Vesting Assets separately from any property to which they may be annexed;

7.1.7 To do on all such other acts and things as may be considered to be expedient or conducive to any of the matters or powers described in this clause 7.1 and which any Receiver lawfully may or can do as agent for the Company or which LIBERTY lawfully may or can do as mortgagee;

7.1.8 In the case of a Receiver to do anything or exercise any power which any LIBERTY could do or exercise as mortgagee and

7.1.9 In the case of a Receiver to do anything or exercise any power which are or would be exercisable by an administrative receiver and which are not out of the exercise of the powers of an administrative receiver; and

7.1.10 to exercise the powers of an administrative receiver or not the Receiver is an administrative receiver) and without being restricted in any way by any of the other provisions of this clause 7.1;

7.2 All monies received by LIBERTY or by any Receiver shall be applied firstly in payment of the debts and obligations due in respect of monies (including all costs incurred directly or indirectly in the exercise of the powers conferred by this Deed) and secondly in and towards payment of all or any of the monies secured by this Deed, thereby in and towards payment of all or any of the monies referred to in paragraph 6.1 of Sub-section 106 of the Law of Property Act 1925 as the Receiver in his absolute discretion shall decide and lawfully in or towards satisfaction of the Secured Obligations. Sub-section 106 (8) of the Law of Property Act 1925 is excluded;

7.3 Any Receiver shall be deemed to be the agent or agent of the Company and the Company shall be solely responsible for his or their acts or defaults and for his or their remuneration, which LIBERTY may from time to time fix. Such agency shall continue until the Company shall see liquidation and thereafter any Receiver shall act as principal and not as the agent of the Company;

7.4 Neither LIBERTY nor any Receiver shall be under any obligation to do anything to enforce the obligations of any person, and shall not be liable to the Company for any loss or damage caused by omission to do so;

7.5 If any Receiver shall be in the exercise of his powers and authorities and directions concern to the business and regulation from time to time given and made by LIBERTY then LIBERTY shall not be responsible for any loss so occurred as a result;

7.6 No purchase, mortgage or other person dealing with LIBERTY or any Receiver shall be concerned to enquire whether any power exercised or purported to be exercised by it or to him has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by or other dealing with LIBERTY or any Receiver but any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly;

8. Continuing security

8.1 This security shall be a continuing security and shall not be considered satisfied, discharged or redeemed by any intermediate payment or satisfaction of the whole or any part of the monies and obligations due, owing or insured to LIBERTY by the Company;

8.2 The security created by the Deed is in addition to any other security or securities which LIBERTY now holds or may from time to time acquire from the Company or any other person and all rights, remedies and powers of LIBERTY under this Deed will be in addition to and shall not limit those conferred on LIBERTY by any other deed or agreement or implied by law;

8.3 **Notice of subsequent assignment or charge**
If LIBERTY receives notice of a subsequent assignment, charge or other security interest affecting the Charged Property then LIBERTY may upon a new account or account for the Company if LIBERTY does not upon a new account or account for the Company if it has done so at the time when it received notice and as from that time all payments made by the Company shall be treated as or treated as having been ordered to be paid to the new account and shall not operate to reduce the amount due from the Company to LIBERTY at the time when it received such notice;

9. Power of attorney and covenant for further assurance

9.1 As security for the performance of its obligations and liabilities under this Deed the Company irrevocably appoints each of the persons specified in clause 9.2 jointly or severally to be the attorney of the Company and on its behalf and as its agent or otherwise to execute and deliver in the name of the Company all deeds and documents and perform all acts required to be performed by the Company under this Deed and after a demand has been served on the Company for payment of amounts secured by this Deed which LIBERTY or any Receiver requires to be done in order to facilitate the enforcement of the security created by this Deed or which the Company could do in relation to the Charged Property. Any such attorney will only exercise their respective rights under this clause 9.1 after demand for payment of the Secured Obligations has been made. This will include payment of any insurance premium and all other sums covered to be paid by the Company in third parties under the terms of this Deed which will forthwith be recoverable by LIBERTY from the Company and shall form part of the liabilities secured by this Deed;

9.2 The persons referred to in clause 9.1 are: LIBERTY, any person nominated in writing under the hand of any director or agent of LIBERTY and any Receiver;

9.3 The Company undertakes to execute and (if appropriate) register such deeds and documents and perform such acts as LIBERTY or any Receiver may consider necessary or desirable for the purpose of making in LIBERTY or the Receiver title to the Non-Vesting Assets (including assignments by way of security of any of the Insurance assigned by Clause 1.3 and notice of assignment in relation to those Insurance) or otherwise perfecting or enforcing the security of LIBERTY under the terms of this Deed;

11. Exclusion of liability

11.1 LIBERTY, any Receiver, delegates and sub-delegates shall not be liable to account to the Company for anything except LIBERTY's own actual receipt or (subject to the terms mentioned) loss, if any such deduction or withholding is required by law to be made from any such payments, the Company shall pay in the same terms and at the same time such additional amount as will result in receipt by LIBERTY of such amount as would have been received by LIBERTY had no such deduction or withholding been required to be made. The time of practical payment shall be of the essence;

12. Payments

All payment by the Company shall be made free and clear of any restriction, condition, set off, counterclaim, deduction, withholding of any kind including (subject to the terms mentioned) taxes, if any such deduction or withholding is required by law to be made from any such payments, the Company shall pay in the same terms and at the same time such additional amount as will result in receipt by LIBERTY of such amount as would have been received by LIBERTY had no such deduction or withholding been required to be made. The time of practical payment shall be of the essence;

13. Indemnity

The Company agrees to pay to LIBERTY on demand all costs, charges and expenses (including legal costs on a full indemnity basis) incurred in any way by reason of any breach of the Deed by the Company, in obtaining any advice and taking any action which LIBERTY in its absolute discretion considers necessary to protect, defend or assert its interest in and any rights it may have over the Charged Property or otherwise in exercise of the powers and rights under the Deed or to obtain payment of any sums due to it otherwise under this Deed, any ancillary documentation or otherwise or any matter connected with the Charged Property this Deed or any ancillary documentation, including without limiting this obligation, obtaining advice on the value, ascertaining the whereabouts of the Charged Property and its director or the Company, and/or any guarantor, representative and/or the Charged Property (and individually but not jointly with any person in the company directly or indirectly as a result of the previous establishment, use, removal or replacement of the Charged Property)

14. Service of notices

14.1 A notice (including any writ or summons) may be served by LIBERTY or any Receiver on the Company by leaving it at, or by sending it through the post in a prepaid letter addressed to the Company at, the last known address of the Company or the Company's registered office for the time being. Any notice served by post shall be deemed to have been served at 10am on the day following (or if that day follows on a Sunday then on the Monday morning) after that on which it is posted, unless the notice shall be posted after the time at which this last part of this clause is made in which case it shall be deemed to be served at 10am on the second day following. In serving service of any such notice it shall be sufficient to provide that the effective date when the notice was properly addressed and posted and put in the post system. A demand or notice so addressed and posted to the Company shall be effective notwithstanding that it is not returned undelivered;

14.2 Any notice served personally on the Company in accordance with Clause 14.1 shall be deemed to be served at the time it is left at such address as is described in Clause 14.1. The method of service described in Clause 14.1 will not affect the validity of any other effective method of service;

15. Disclosure

LIBERTY may disclose and supply any information relating to the Company and to the monies referred to in this Deed to any trade register or credit reference agency, to any other mortgagee of the Assets and to any other company or person associated with LIBERTY for the purposes of the business of LIBERTY;

16. Indulgence

No delay or omission of LIBERTY to exercise any right or power granted by this Deed shall impair any such right or power but be construed as a waiver of or acquiescence in any default by the Company and no express waiver given by LIBERTY in relation to any default by the Company shall prejudice the rights of LIBERTY under this Deed. The granting of any consent by LIBERTY will not preclude the right of LIBERTY to grant or withhold as it thinks fit its consent to anything further;

17. Assignment and transfer

LIBERTY shall be entitled to assign its interest in this Deed and to right against the Company to such person as it thinks. The Company shall not be entitled to assign its interest in this Deed or its rights against LIBERTY. LIBERTY may also transfer the benefit of the security created by this Deed and the rights of LIBERTY under this Deed to any other person from time to time. Following service of notice to the Company of such transfer the transferee may enforce the security created by this Deed and the rights of LIBERTY against the Company as if the transferee had been named in place of or alongside LIBERTY;

18. No prejudice to Lease Purchase Agreement

Nothing in this Deed prejudices or affects the terms of the Lease Purchase Agreement. The Company agrees that it will comply with the terms of the Lease Purchase Agreement and irrespective of whether all or any of the Assets are Non-Vesting Assets and accordingly irrespective of whether LIBERTY does or does not have title to the Assets as purportedly hired to the Company under the terms of the Lease Purchase Agreement. The Company will not be entitled to make any claim against LIBERTY for its request any payment made to LIBERTY under the Lease Purchase Agreement in respect of any Non-Vesting Assets;

19. Severance

If any provision (or part) of this Deed shall be found by a court or competent authority to be void or unenforceable, the validity or enforceability of that provision (or the part concerned) shall not affect the other provisions of this Deed (including the part of the provision not affected) which shall remain in full force and effect;

20. Applicable law and jurisdiction

English law is applicable to this Deed and, for the exclusive benefit of LIBERTY the English Courts shall have jurisdiction for this shall not prevent LIBERTY from enforcing such rights as it may have under the laws of other countries and in the courts of such countries;

21. Construction

21.1 to this Deed;

21.1.1 references to any date shall be that date as ascertained from time to time, substituted for consistent;

21.1.2 references to any agreement or document shall be construed as referring to such agreement or document of the same may have been, or may from time to time be, varied, supplemented, amended or assigned;

21.1.3 unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa, and references to any gender include all other genders and a reference to a "person" will be construed to include any person, firm, company, corporation, government, estate or agency of a state or any association or partnership (whether or not having separate legal personality) of one or more of the foregoing;

21.2 The schedule above forms part of this Deed

EXECUTED AND DELIVERED: A DEED by the Company and signed on behalf of LIBERTY on the date first shown hereunder adjacent to the Company's execution.

Registered in England & Wales: 04302060

Liberty Leasing Plc is authorised and regulated by the Financial Conduct Authority for the purposes of credit related activities (including leasing).

Liberty Leasing Plc

Liberty House, Brook Avenue, Warshall,
Southampton, Hampshire SO31 9HP
Telephone: 023 8045 6565 Fax: 023 8045 3030
www.libertyleasing.co.uk

SUPPLEMENTAL CHATTEL MORTGAGE


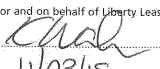
SUPPLEMENTAL CHATTEL MORTGAGE

Liberty Leasing Plc Liberty House, Brook Avenue, Warsash, Southampton, Hampshire SO31 9HP	Co Reg No 4302060 AGREEMENT No. 6372/LL
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SCHEDULE (which forms part of this Deed of Supplemental Chattel Mortgage)

PARTICULARS OF COMPANY	
Company Name ("the Company") JACKSON MECHANICAL SERVICES (UK) LIMITED	Company Reg. No. 03935497
Full names of Directors MARK LEROY JACKSON	
Address of Company 32 GOLDHARBOUR LANE, HARPENDEN, HERTFORDSHIRE Post Code AL5 4UN Telephone 01582 467 999	

PARTICULARS OF GOODS Please describe in full	Registration number	Chassis Number	Serial Number / Engine Number	Date of manufacture /first registration
As per attached schedule of goods.				

SIGNATURES	
WITNESS TO THE COMPANY'S SIGNATURE	
Signature 	To: Liberty Leasing Plc Before we signed this Deed of Supplemental Chattel Mortgage, all the details requiring completion were completed to our satisfaction. We have read and understood the Terms of the Deed set out below.
Name Alex Cooper	EXECUTED and DELIVERED as a DEED on 11/03/15 by The Company acting by its authorised offices:
Address LIBERTY HOUSE, BROOK AVENUE, WARSASH, SOUTHAMPTON, SO31 9HP	Director Company Secretary/Director
Occupation ACCOUNT MANAGER	Director's full name in block capitals: MARK L JACKSON
Signature for and on behalf of Liberty Leasing Plc 	Director's/Secretary's full name in block capitals
Date 11/03/15	The Signatories warrant that they have authority to bind the Company to this Deed. There must be two signatures: either two directors or one director and the company secretary.

CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

Minutes of a meeting of the Directors properly convened and held on **6th March 2015** at
(Address) **Jms Harper lane, Radlett Herts WD7 7HU**
It was reported to the meeting that:
(1) A quorum of directors was present and the meeting had been properly convened.
(2) It is proposed that LIBERTY LEASING PLC ("LIBERTY") will purchase certain goods (as detailed in the attached supplemental chattel mortgage document "the Goods") from the Company and that the Company and LIBERTY will then enter into a lease purchase agreement in order for the Goods to be hired back to the Company. These proposed arrangements are referred to as "the Transaction" in these minutes. The form of the proposed lease purchase agreement was then produced to the meeting ("the Lease Purchase Agreement").
(3) It is a condition of the Transaction that the Company enters into a supplemental chattel mortgage in order for LIBERTY to receive a first ranking mortgage over any Goods where title fails to vest absolutely and effectively in LIBERTY for any reason (the Non-Vesting Goods") and certain assets and rights related to the Goods and any Non-Vesting Goods (together with the Non-Vesting Goods, "the Assets"). The form of the proposed supplemental chattel mortgage was produced to the meeting ("the Supplemental Chattel Mortgage"). It was noted that the Supplemental Chattel Mortgage will be as security for all monies and liabilities now and from time to time in the future owing to LIBERTY.
Each director confirmed that he or she has no interest in any of the matters covered above and in the proposed resolutions which is required to be disclosed for the purposes of the Articles of Association of the Company or any other reason other than by virtue of having granted any guarantee or indemnity to LIBERTY in respect of the obligations of the Company to LIBERTY or being a director or shareholder in any company which has given any such guarantee or indemnity.
IT WAS RESOLVED
1. That the Company shall enter into the Transaction with LIBERTY and mortgage its right, title and interest in the Assets (if any) to LIBERTY as security under the terms of the Supplemental Chattel Mortgage in the form produced to the meeting or with such amendments as any officer may approve.
2. That the Company should execute and deliver to LIBERTY the Lease Purchase Agreement under hand and the Supplemental Chattel Mortgage as a deed each in the form produced to the meeting or with such amendments as any officer may approve.
3. That any officer from time to time of the Company be irrevocably authorised to negotiate and commit the Company to any variation of the terms of the Lease Purchase Agreement and the Supplemental Chattel Mortgage, and to execute under hand on behalf of the Company any variation of the terms of the Lease Purchase Agreement.
4. That the entry of the Transaction, the Lease Purchase Agreement and the Supplemental Chattel Mortgage is in the commercial interests of the Company and within the objects of the Company as stated in its Memorandum of Association, and that the granting of the security and other rights under the Supplemental Chattel Mortgage will be for the benefit of the Company and its businesses.
5. That the Company is solvent and that the Transaction will not result in the Company being unable to pay its debts within the meaning of section 123 of the insolvency Act 1986.
6. That the Company Secretary file the necessary forms at Companies House and update the Company's charges register.
TO: LIBERTY LEASING PLC
WE CERTIFY that the above is a true copy of the Resolution of the Board of Directors of the Company; and that the deed of Supplemental Chattel Mortgage attached to this certificate is in the form of the deed presented to and approved by the meeting; that the obligations in the Supplemental Chattel Mortgage and Lease Purchase Agreement will be binding upon the Company; that were dated on the same date on which they were signed; that the Memorandum and Articles of Association of the Company in force at such date and other particulars of the Company and its directors and secretary are those filed at the Registry of Companies on the date which is 30 days before the date of this certificate and will not change during the 30 days after the date of this certificate; and that the company has not granted any charge or similar which was not registered at the Companies Registry within 30 days prior to such date and will not do so during the 30 days after the date of the certificate.
Signature 
Position in relation to the Company **Director**
Name of Signatory **Mark Leroy Jackson** Date **6th March 2015**

SCHEDULE OF GOODS

This is the Schedule of Goods referred to in the agreement between
LIBERTY LEASING PLC

and

JACKSON MECHANICAL SERVICES (UK) LIMITED

Dated : 11/3/5

Agreement number : 6372/4

Particulars of Goods:

Serial No:

Lifflux SL205-25 4x4
Scissorlift
YOM: 2000

002535

MAC ¾ Stepframe
Tri-Axle Step Deck Trailer
YOM: 2015

SA93136MCET118371

Signature(s):



Name of signatories:

M.L. Jackson

Position(s):

Director

Witness signature :

C. Dicks

Witness name (in capitals) :

CUNNIAN DICKS

Witness address :

31 KINGCROFT RD

WARRINGTON

ALSO I.E.H.
