

# MR01

## Particulars of a charge



Companies House

357602/12

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

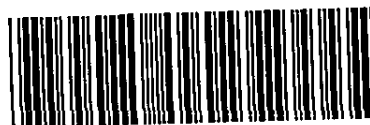
☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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



You **must** enclose a certified copy of the instrument with this form, scanned and placed on the public record. **Do not send the original**



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A09

17/03/2015

#233

COMPANIES HOUSE

### 1 Company details

Company number 0 4 4 8 1 8 9 3

Company name in full A & N Engineering Services Limited

→ **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 0 9 0 3 2 0 1 5

### 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 Nigel Charles Mason

Name

Name

Name


If there are more than four names, please supply any four of these names then  
tick the statement below



I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MRO1

## Particulars of a charge

<b>4</b>	<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	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"  Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b> 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 <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b> 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 <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> 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 <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature   This form must be signed by a person with an interest in the charge	

# 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 NKW

Company name Wilson Browne

Address 4 Grange Park Court

Roman Way

Post town Northampton

County/Region Northants

Postcode N N 4 5 E A

Country

DX

Telephone



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 4481893

Charge code 0448 1893 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th March 2015 and created by A & N ENGINEERING SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2015

A handwritten signature, possibly 'e', in black ink.

Given at Companies House, Cardiff on 24th March 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

2015

## MORTGAGE OF CHATTELS

**KETTERING PRECISION ENGINEERING LIMITED**

**NIGEL CHARLES MASON**

☒ We hereby certify this to be a true copy of the original

*Walter Brown*

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**CHATTEL MORTGAGE**

**DATED** 9 March

**2015**

**BETWEEN**

- (1) **KETTERING PRECISION ENGINEERING LIMITED** a company Registered in England and Wales under No 09317064 having its registered office at 35 Hayden Avenue Finedon Wellingborough Northamptonshire NN9 5ES (the "**Company**"), and
- (2) **NIGEL CHARLES MASON** of 10 Burditt Close Rothwell Northamptonshire NN14 6LD (the "**Lender**")
- (3) **A & N ENGINEERING SERVICES LIMITED**, a company registered in England and Wales under No 04481893 having its registered office at Unit 4 Adams Business Centre Henson Way Telford Way Industrial Estate Kettering Northamptonshire NN16 8PX ("**A and N**")

**IT IS AGREED**

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Deed, unless the context otherwise requires

- "Charged Assets"** means all the property and assets described in the Schedule to the extent of the Company's interest in them,
- "Collateral Instruments"** means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance,
- "Default Rate"** means 2 per cent per annum over Bank of England base rate from time to time,
- "disposal"** includes any sale, lease, sub lease, assignment or transfer, the grant of an option or similar right, the grant of any right or privilege, the creation of a trust or other equitable interest in favour of a third party, and a sharing or parting with possession and "**dispose**" and "**disposition**" shall be construed accordingly,
- "Encumbrance"** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind,
- "Enforcement Date"** means the date on which the Lender demands the payment or discharge of all or any part of the Secured Obligations or, if earlier, the date on which a petition for an administration order is presented in relation to the Company,
- "Group"** The Company and A and N

**"Share Agreement"** **Sale** means the share sale agreement dated [●] 2015 and made between the Lender (1) the Company(2) Anatolij Lazienko (3) pursuant to which the Lender agreed to sell the entire issued share capital of A and N to the Company and to leave part of the purchase price outstanding secured against the Charged Assets ,

**"Insurances"** means all present and future contracts or policies of insurance in which the Company from time to time has an interest,

**"Receiver"** means any one or more receivers and/or managers or administrative receivers appointed by the Lender pursuant to this Deed in respect of the Company or over all or any of the Charged Assets, and

**"Secured Obligations"** means all moneys, obligations and liabilities covenanted to be paid or discharged by the Company under or pursuant to clause 2 1

1 2 **Successors and assigns**

The expressions "Lender" "Company" "A and N" and "Group" include, where the context admits, their respective successors and, in the case of the Lender, its transferees and assignees, whether immediate or derivative

1 3 **Headings**

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed

1 4 **Construction of certain terms**

In this Deed, unless the context otherwise requires

1 4 1 references to clauses and the schedule are to be construed as references to the clauses of, and the schedule to, this Deed and references to this Deed include its schedule,

1 4 2 reference to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this Deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Lender,

1 4 3 words importing the plural shall include the singular and vice versa,



1 4 4 references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof, and

1 4 5 references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time

## **2 COVENANT TO PAY**

### **2 1 Secured obligations**

The Company hereby covenants that it will on demand pay to the Lender all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred to the Lender pursuant to the Share Sale Agreement SAVE THAT the amount recoverable by the Lender will not exceed the Deferred Consideration as defined in the Share Sale Agreement, plus interest at the Default Rate and costs and expenses reasonably and properly incurred in enforcing his security

## **3 CHARGES**

### **3 1 Fixed Charge**

A and N at the direction of the Company as beneficial owner hereby charges to the Lender by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations, all plant and machinery listed in the Schedule and the benefit of all contracts and warranties relating to the same

### **3 2 Restrictions on dealing with Charged Assets**

A and N hereby covenants that it will not without the prior consent in writing of the Lender dispose of, or agree to dispose of, or create or attempt to create or permit to subsist or arise in favour of any person other than the Lender any Encumbrance on or over the Charged Assets or any part thereof

## **4 UNDERTAKINGS**

4 1 The Group hereby undertakes with the Lender that during the continuance of this security A and N will

### **4 1 1 Maintenance of Charged Assets**

keep the Charged Assets in good and substantial repair and in good working order and condition and not use the same for any purpose for which they are not

designed or reasonably suitable or which would contravene any law or regulation. If A and N is at any time in default in complying with this covenant the Lender shall be entitled but not bound to repair and maintain the same with power for the Lender and its agents and their respective employees to enter on the premises of A and N and take possession of the Charged Assets for that purpose or to inspect the same and any sum so expended by the Lender shall be repayable by the Company on demand together with interest at the Default Rate from the date of payment by the Lender,

**4.1.2 Insurance**

- (a) insure and keep insured, at its own expense to the full replacement or reinstatement value thereof from time to time all its assets of an insurable nature with insurers previously approved by the Lender in writing against loss or damage by all usual risks, such insurances to be effected in the joint names of the Lender and A and N or at the option of the Lender with the interest of the Lender noted on the policy and with the policy containing such provisions for the protection of the Lender as the Lender may require,
- (b) duly and promptly pay all premiums and other moneys necessary for effecting and keeping up such insurances and on demand produce to the Lender the policies of such insurance and evidence of such payments and comply in all other respects with the terms and conditions of the relevant policies including without limitation any stipulations or restrictions as to the use and/or operation of any asset,

**4.1.3 Jeopardy**

not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of any of the Charged Assets,

**4.1.4 Alteration**

procure that no modification or alteration is made to the Charged Assets which might adversely affect their value,

**4.1.5 Marking**

fix or engrave on the Charged Assets such labels, plates or markings as the Lender shall require and not allow to be disturbed or defaced any labels, plates or markings which may be so affixed to or engraved on the Charged Assets,

## **5 FURTHER ASSURANCE**

### **5.1 Further Assurance**

The Company shall if and when at any time required by the Lender execute such further Encumbrances and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same

### **5.2 Certain documentary requirements**

Such further Encumbrances and assurances shall be prepared by or on behalf of the Lender at the expense of the Company and shall contain (a) an immediate power of sale without notice, (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925 and (c) such other clauses for the benefit of the Lender as the Lender may require

## **6 CERTAIN POWERS OF THE LENDER · ENFORCEMENT**

### **6.1 Powers on enforcement**

At any time on or after the Enforcement Date or if requested by the Group, the Lender may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference

## **7 APPOINTMENT AND POWERS OF RECEIVER**

### **7.1 Appointment**

At any time on or after the Enforcement Date or if requested by the Group, the Lender may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Charged Assets or any part thereof Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any

other joint Receivers, except to the extent that the Lender may specify to the contrary in the appointment. The Lender may remove any Receiver so appointed and appoint another in his place. In this clause 7 a “**qualified person**” is a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any company with respect to which he is appointed or, as the case may be, an administrative receiver of any such company.

## **7.2 Receiver as agent**

A Receiver shall be the agent of the Group who shall be jointly and severally responsible for his acts or defaults and for his remuneration.

## **7.3 Powers of Receiver**

A Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and power on behalf and at the expense of any company within the Group (notwithstanding liquidation of any company within the Group) to do or omit to do anything which that company could do or omit to do in relation to the Charged Assets or any part thereof. In particular (but without limitation) a Receiver shall have power to do all or any of the following acts and things:

### **7.3.1 Take possession**

take possession of, collect and get in all or any of the Charged Assets,

### **7.3.2 Dispose of assets**

without the restrictions imposed by section 103 Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, sell by public auction or private contract, or otherwise dispose of or deal with all or any of the Charged Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to transfer or deal with such Charged Assets in the name and on behalf of A and N or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind A and N (or other the estate owner) if he shall consider it necessary or expedient so to do, any such disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by

instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all the Secured Obligations,

**7 3 3      Compromise contracts**

make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient in connection with the Charged Assets,

**7 3 4      Repair and maintain assets**

make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances,

**7 3 5      Appoint employees**

appoint managers, agents, officers and employees for any of the purposes referred to in this clause 7 3 or to guard or protect the Charged Assets at such salaries and commissions and for such periods and on such terms as he may determine and may dismiss the same,

**7 3 6      Legal proceedings**

institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit,

**7 3 7      Execute documents**

sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security created by or pursuant to this Deed and to use the name of A and N for all the purposes aforesaid, and

**7 4      Remuneration**

The Lender may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm

## **8 APPLICATION OF PROCEEDS; PURCHASERS**

### **8 1 Application of proceeds**

All moneys received by the Lender or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Lender in its absolute discretion may from time to time conclusively determine, except that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider expedient

### **8 2 Insurance proceeds**

All moneys receivable by virtue of any of the Insurances shall be paid to the Lender (or if not paid by the insurers directly to the Lender shall be held on trust for the Lender) and shall at the option of the Lender be applied in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by A and N)

### **8 3 Protection of purchasers**

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers

## **9 INDEMNITIES, COSTS AND EXPENSES**

### **9 1 Enforcement costs**

The Group hereby undertakes with the Lender to pay on demand all costs, charges and expenses incurred by the Lender or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Group (both before and after judgment)

### **9 2 No liability as mortgagee in possession**

Neither the Lender nor any Receiver shall be liable to account as mortgagee or heritable creditor in possession in respect of all or any of the Charged Assets or be liable for any loss

upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee or heritable creditor in possession may be liable as such

### **9 3 Indemnity from Charged Assets**

The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed and the Lender's officers and employees (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Charged Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of

9 3 1 anything done or omitted in the exercise or purported exercise of the powers contained in this Deed, or

9 3 2 any breach by the Company of any of its obligations under this Deed

## **10 POWER OF ATTORNEY**

### **10 1 Power of attorney**

Each company within the Group by way of security hereby irrevocably appoints each of the Lender and any Receiver severally to be its attorney in its name and on its behalf

10 1 1 to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominees or any purchaser,

10 1 2 to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 5, and

10 1 3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed

### **10 2 Ratification**

The Group ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in clause 10 1 shall do or purport to do in the exercise of his powers under such clause

## **11 CONTINUING SECURITY AND OTHER MATTERS**

### **11 1 Continuing security**

This Deed and the obligations of the Group under this Deed shall

11 1 1 secure the ultimate balance from time to time owing to the Lender by the Company and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever,

11 1 2 be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Encumbrance, right or remedy held by or available to the Lender, and

11 1 3 not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable

### **11 2 Collateral Instruments**

The Lender shall not be obliged to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to it before enforcing this Deed and no action taken or omitted by the Lender in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Company nor shall the Lender be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment

### **11 3 Settlements Conditional**

Any release, discharge or settlement between the Company and the Lender shall be conditional upon no security, disposition or payment to the Lender by the Company or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason



whatsoever and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made

## **12 MISCELLANEOUS**

### **12 1 Remedies Cumulative**

No failure or delay on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy

### **12 2 Successors and assigns**

Any appointment or removal of a Receiver under clause 7 1 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of the Lender and accordingly each company within the Group hereby irrevocably appoints each successor and assign of the Lender to be its attorney in the terms and for the purposes set out in clause 10

### **12 3 Consolidation**

Section 93 Law of Property Act 1925 shall not apply to the security created by this Deed or to any security given to the Lender pursuant to this Deed

### **12 4 Reorganisation of the Lender**

This Deed shall remain binding on the Group notwithstanding any change in the constitution of the Lender or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by this Deed shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of the Lender in the same manner as if such assignee, transferee or other successor in title had been named in this Deed as a party instead of, or in addition to, the Lender

### **12 5 Unfettered discretion**

Any liability or power which may be exercised or any determination which may be made under this Deed by the Lender may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor

### **12 6 Provisions severable**

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

### **13 NOTICES**

#### **13 1 Mode of service**

Any notice or demand for payment by the Lender under this Deed shall, without prejudice to any other effective mode of making the same, be deemed to have been properly served on the each company within the Group if served on any one of its Directors or on its Secretary or delivered or sent by letter, telex or telefax to the Company at its registered office or any of its principal places of business for the time being

#### **13 2 Time of service**

Any such notice or demand shall be deemed to have been served (in the case of a letter) when delivered, (in the case of a telex) at the time of despatch with the correct answerback appearing at the beginning and end of the transmission and (in the case of a telefax) when received in complete and legible form

#### **13 3 Notices conclusive**

Any such notice or demand or any certificate as to the amount at any time secured by the Deed shall be conclusive and binding upon the Company if signed by an officer of the Lender

### **14 LAW**

**14 1** This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

**14 2** The parties to this Deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this Clause shall limit the right of the Lender to take proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude

the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

**IN WITNESS** whereof this Deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Deed

SIGNED and DELIVERED as a deed by )  
**KETTERING PRECISION ENGINEERING** )  
**LIMITED** acting by ANALOLI LAZIENKO )  
in the presence of )  
)



Signature of witness

Name of witness

Address

Occupation

**R A DOWLING LLB**  
**SOLICITOR**  
**WARTNABY HEFFORD**  
**44 HIGH STREET**  
**MARKET HARBOUROUGH**  
**LEICS LE16 7AH**

SIGNED and DELIVERED as a deed by )  
**A AND N ENGINEERING LIMITED** )  
acting by NIGEL CHARLES MASON in the )  
presence of )  
)  
)

Signature of witness

Name of witness

Address

Occupation

SIGNED and DELIVERED as a deed by )

NIGEL CHARLES MASON in the presence of )

Signature of witness

Name of witness

Address

Occupation

## SCHEDULE

### Fixed Plant and Machinery

Serial No	Description
20047	HASS – Machining Centre
12498	HASS – Machining Centre
99070109	FAST TAP FT400
6818	XYZ – KRV3000 Turret Mill
101076	XYZ – Proturn 410 Lathe
24112A	Pollard Drill Model 15AY
None	Startrite Band Saw H200W
None	Startrite Chop Saw
None	Bridgeport Turret Mill A
None	Bridgeport Turret Mill B
123412	XYZ – Proturn 360 Lathe
253	Band Saw – ST260 DGH
1138	Turret Mill XYZ DPM
7769	Turret Mill XYZ DPM 4000
KRMF560	Machining Centre XYZ MF169

SIGNED and DELIVERED as a deed by )  
**KETTERING PRECISION ENGINEERING** )  
**LIMITED** acting by ANALOLIJ LAZIENKO )  
in the presence of )  
)



Signature of witness

Name of witness

Address

Occupation

**R A DOWLING LLB**  
**SOLICITOR**  
**WARTNABY HEFFORD**  
**44 HIGH STREET**  
**MARKET HARBOROUGH**  
**LEICS LE16 7AH**

SIGNED and DELIVERED as a deed by )  
**A AND N ENGINEERING LIMITED** )  
acting by ANALOLIJ LAZIENKO in the )  
presence of )  
)  
)  
)



Signature of witness

Name of witness

Address

Occupation

**R.A DOWLING LLB**  
**SOLICITOR**  
**WARTNABY HEFFORD**  
**44 HIGH STREET**  
**MARKET HARBOROUGH**  
**LEICS LE16 7AH**