

# MR01

## Particulars of a charge



Companies House

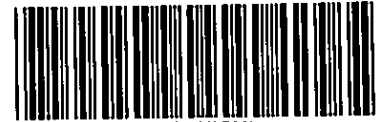
A fee is payable with this form  
Please see 'How to pay' on the  
last page

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  
an instrument. Use form MR08

THURSDAY



A29 28/01/2016 #78  
COMPANIES HOUSE

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

06544896

Company name in full

ARK MANUFACTURING LTD

For official use

→ Filing 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

21 01 2016

### 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

BELL FINANCE LTD.

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

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## Brief description

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

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

Brief description

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## Other charge or fixed security

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

☒ Yes

☐ No

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## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

## Negative Pledge

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

☒ Yes

☐ No

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Trustee statement <sup>①</sup>

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

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

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## Signature

Please sign the form here

Signature

Signature

X *Atkinson Smith* X

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  
**ANDREW HINGLEY-SMITH**

Company name  
**HIGHFIELD (BIRMINGHAM) LTD**

Address  
**102 TETTENHALL ROAD**

Post town  
**WOLVERHAMPTON**

County/Region  
**WEST MIDLANDS**

Postcode  
**WV6 0BW**

Country  
**ENGLAND**

DX

Telephone  
**01902 756309**



**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: 6544896

Charge code: 0654 4896 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st January 2016 and created by ABK MANUFACTURING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2016.

Given at Companies House, Cardiff on 2nd February 2016



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Whitehall Farm, Buckley Green,

Henley in Arden, B95 5QE

Telephone 0870 7000 214

[www.bellfinance.co.uk](http://www.bellfinance.co.uk)

SUPPLEMENTAL  
CHATTEL  
MORTGAGE

I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE

ORIGINAL

DATE 27/1/16

HIGHFIELD 102 TETTENHALL ROAD,

WOLVERHAMPTON WV8 0BW

TEL 01902 756309 MLR NO 12443682

Bell Finance Ltd is authorised and regulated by the Financial Conduct Authority for the purpose of credit related activities (including leasing)

## CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

Minutes of a meeting of the Directors properly convened and held on 21ST JANUARY 2016 at

(Address) UNIT 1 PARCEL TERRACE, DERBY, DE1 1LV

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 BELL FINANCE LTD (BELL) will purchase certain goods (as detailed in the attached supplemental chattel mortgage document "the Goods") from the company and that the company and BELL 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 produced to the meeting ("the Lease Purchase Agreement")
- (3) It is a condition of the Transaction that the company enters into a supplemental chattels mortgage in order for BELL to receive a first ranking mortgage over any Goods where title fails to vest absolutely and effectively in BELL 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 Supplement Chattel Mortgage will be as security for all monies and liabilities now and from time to time in the future owing to BELL.

Each director confirmed that he or she has no interest in any 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 BELL in respect of the obligations of the company to BELL 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 BELL and mortgage its right, title and interest in the Assets (if any) to BELL 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 BELL 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 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 BELL FINANCE LTD

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 .....

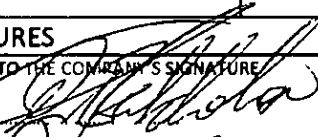
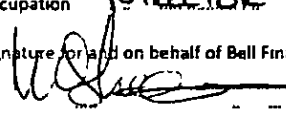
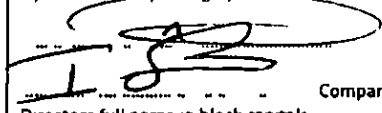
Name of Signatory .. N. PIPES .....

Date 21/1/16

# SUPPLEMENTAL CHATTEL MORTGAGE

Bell Finance Ltd Bell House, Whitehall Farm, Buckley Green, Henley In Arden, B95 5QE	Co Reg No 04009577  Agreement Number <b>20161025</b>
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## SCHEDULE (which forms part of this deed of Supplemental Chattel Mortgage)

PARTICULARS OF COMPANY				
Company Name ("the Company") ... ABK Manufacturing Ltd T/as Ascot Bespoke Kitchens			Company Reg No 6544896	
Full names of Directors <b>NICHOLAS IAN APES</b> <b>IAN RAYMOND PIPES</b>				
Address of Company ...Unit 1 Parcel Terrace,  Derby  Post Code DE1 1LY		Siting Address (if Different)   Post Code		
Telephone		Telephone		
Particulars of Goods Please describe in full	Registration Number	Chassis Number	Serial Number/Engl ne number	Date of Manufacture / First registration
Encore Sheeting Machine		GB23651/025		
SIGNATURES				
WITNESSES TO THE COMPANY'S SIGNATURE Signature  Name <b>RICHARD BATCHELOR</b> Address <b>WHITEHALL FARM, BUCKLEY GREEN, HENLEY IN ARDEN, B95 5QE</b> Occupation <b>DIRECTOR</b> Signature for and on behalf of Bell Finance Ltd  Date <b>21/1/2016</b>		To Bell Finance Ltd  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.  EXECUTED and DELIVERED as a DEED on <b>21/01/2016</b> By The Company acting by its authorised officers  Director Company Secretary/Director Directors full name in block capitals <b>N. APES</b> Directors/Secretary's full name in block capitals <b>IAN PIPES</b>  The Signatories warrant that they have the authority to bind the Company to this Deed. There must be two signatories either two directors or one director and the company secretary.		

# 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 BELL, Bell Finance Limited (registered in England & Wales company number 4009577 of Bell House, Buckley Green, Henley In-Arden, Warwickshire B95 5QE)

## 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 indemnifier 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 sections 736 of the Companies Act 1985, or an associate as defined by section 435 of the Insolvency Act 1986, and in the case of BELL any person connected or associated with BELL and which BELL may from time to time nominate as being an Associate of BELL for the purposes of this Deed (including, without limitation, and without any requirements for prior notification, any present or future holding company or subsidiary of BELL (and any subsidiary of any such holding company) as such terms 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 BELL 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 purportedly been sold by the Company to BELL and where, for whatever reason, title to the Asset or Assets concerned fails (or is held to have failed) to vest absolutely and effectively in BELL.

Receiver means a receiver or receivers appointed under this Deed, and

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 BELL

The Company covenants this it will pay to BELL on demand and without deduction or set off all monies now or from time to time due, owing or incurred by the Company to BELL including (but not limited to) under or pursuant to the Lease Purchase Agreement or in respect of the Transaction and all other monies and liabilities covenanted to be paid under this Deed or arising under any other finance agreement of any kind entered into between BELL and the Company and whether owing as principal or as surety whether alone or jointly and/or severally whether present or future whether monetary or non-monetary actual or contingent and liquidated or unliquidated

## 3 Security

3.1 As security for the Secured Obligations the Company will full title guarantee assigns absolutely to BELL 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

3.2 Upon BELL being satisfied that all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full it will at the request of the Company and of payment of a redemption administration fee of £100, reassign to the Company the Non-Vesting Assets and the other assets and rights referred to in clause 3.1

3.3 As further security for the Secured Obligations the Company with full title guarantee charges in favour of BELL by way of fixed equitable charge

3.3.1 all Non-Vesting Assets which are not owned by either BELL or the Company on the date of this Deed and which the Company subsequently acquires

3.3.2 all future guarantees, warranties and servicing and maintenance agreements to which it becomes entitled in relation to the Assets and

3.3.3 the benefit of all insurances relating to the Assets (including all claims and returns of premium)

## 4 Covenants by the Company

The Company covenants with BELL as follows

4.1 To comply in respect of the Non-Vesting Assets with all the covenants, undertakings and indemnities set out in the Lease Purchase Agreement as if 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 BELL, or to sell, let, hire, part with possession of or otherwise dispose of the Non-Vesting Assets or any interest in them or to attempt to do any of such things or to do or omit to do anything which could in any way prejudice the security of BELL under this Deed in each and every case without having first obtained the express written consent of BELL

4.3 Not (without the prior written consent of BELL) to permit the Non-Vesting Assets to become affixed to, or otherwise connected with, any land of building so that the Non-Vesting Assets will become a fixture AS between BELL and the Company the Non-Vesting Assets will remain personal moveable 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 temporary basis a waiver in a form acceptable to BELL or, if it is not practical in BELL's opinion, to obtain a formal waiver from the landlord, to give the landlord of such premises notice of the security created by this Deed in a form acceptable to BELL

4.5 To pay and discharge as they fall due all debts, liabilities and damages whatsoever which given or may give rise to liens on or claims enforceable against the Non-Vesting Assets whether in distress or otherwise and in the event of the detention 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 BELL may do so at the 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 BELL and in any event, not to permit the Non-Vesting Assets to be taken outside Great Britain

## 5 Default by the Company re 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 incorporated by the reference by clause 4.1 of this Deed), BELL may (but without being under any obligation to do so), put or keep the Non-Vesting Assets in repair (with power to enter onto any premises at which the Assets are located for that purpose)

5.2 If at any time the Company does not effect or keep up such insurances 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 BELL may (but without being under any obligation to do so) insure and keep the Non-Vesting Assets insured in any sum which BELL may think expedient, which amount will be immediately payable by the Company to BELL 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, BELL 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 exclusion of Law of Property Act provisions

6.1 The power of the 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 be served by BELL 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 BELL or any Receiver may think fit. Neither shall the restriction on the right of consolidation 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 BELL shall have demanded payment of any money or liability secured by this Deed BELL may in writing appoint any person or persons to be a Receiver (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver) and may remove any Receiver and appoint another or others in his or their place. Following such demand (whether or not a Receiver has been appointed) BELL 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, recover, 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 BELL 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 relates to the Charged Property to perform any obligations of the Company relating to such matters to exercise all rights, duties and powers of the Company in connection with the Charged Property

7.1.3 Without the restrictions imposed by section 103 of the Law of Property Act 1925 to sell or concur in selling, exchange, lease, hire, charter, licence, call in, collect and convert into money or otherwise dispose of the Charged Property on such terms as BELL or any Receiver may think fit to use the same for any purpose that BELL or the Receiver may think fit.

7.1.4 To make any arrangement or compromise which BELL or any Receiver shall think expedient.

7.1.5 To appoint managers, agents, officers, employees and workmen for any of the purposes described in this clause 7.1 or to guard or protect the Non Vesting Assets at such salaries and for such periods as BELL or any other Receiver may think fit.

7.1.6 To sever and sell the Non Vesting Assets separately from any property to which they may annexed.

7.1.7 To do all such other acts and things as may be considered to be incidental 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 BELL lawfully may or can do as mortgagee.

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

7.1.9 To exercise all powers in relation to the Charged Property which are or would be exercisable by an administrative receiver and which are set out in schedule 1 to the Insolvency Act 1986 (whether 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 BELL or by any other Receiver shall be applied firstly in payment of the Receiver's remuneration and the costs of realisation (including all costs incurred directly or incidentally in the exercise of the powers conferred by this Deed, secondly in payment of all sums (if any) payable by statute in preference to sums secured by this Deed), thirdly in or towards payment of all of the matters referred to in paragraphs (i) – (iv) of sub-section 108 Law of Property Act 1925 as the Receiver in his absolute discretion shall decide and fourthly in or towards satisfaction of the Secured Obligations. Sub-section 109 (8) of the Law of Property Act 1925 is excluded.

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

7.4 Neither BELL 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 so to do.

7.5 If any receiver shall in the exercise of his powers, authorities and discretions conform to the directions and regulations from time to time given and made by BELL, then BELL shall not be responsible for any loss occasioned as a result.

7.6 No purchaser, mortgagee or other person dealing with BELL or any Receiver shall be concerned to enquire whether any power exercised by it or 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 BELL 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 as satisfied, discharged or redeemed by and intermediate payment or satisfaction of the whole or any part of the monies and obligations due, owing or incurred to BELL by the Company.

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

**9. Notice of subsequent assignment or charge**

If BELL receives notice of any subsequent assignment, charge or other security interest affecting the Charged Property then BELL may open a new account or accounts for the Company. If BELL does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Company to BELL shall be credited or treated as having been credited by the new account and shall not operate to reduce the amount due from the Company to BELL at the time when it received such notice.

**10. Power of attorney and covenant for further assurance**

10.1 As security for the performance of its obligations and liabilities under this Deed the Company irrevocably appoints each of the persons specified in clause 10.2 severally to be the attorney of the Company and on its behalf and as its act or deed or otherwise to execute and deliver in the name of the Company all deeds and documents perform 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 BELL or any Receiver require 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 10 after demand for payment of the Secured Obligations has been made. This will include payment of any insurance premiums and all other sums covenanted to be paid by the Company to third parties under the terms of this Deed which will forthwith be recoverable by BELL from the Company and shall form part of the liabilities secured by this Deed.

10.2 The persons referred to in clause 10.1 are BELL, any person nominated in writing under the hand of any director or officer of BELL and any Receiver.

10.3 The Company undertakes to execute and (if appropriate) register such deeds and documents and perform such acts as BELL or any Receiver may consider necessary or desirable for the purpose of vesting in BELL or in the Receiver title to the Non Vesting Assets (including assignments by way of security of any of the insurances assigned to Clause 3.3 and notices of assignments in relation to those insurances) or otherwise perfecting or enforcing the security of BELL under the terms of the Deed.

**11. Exclusion of liability**

11.1 BELL, any Receiver, delegates and sub-delegates shall not be liable to account to the Company for anything except BELL's own actual receipts or be liable to the Company for any loss or damage arising from any realisation by BELL, any Receiver, delegates or sub-delegates of the Charged Property or for any act, default, omission or negligence of any of the same in relation to the Charged Property.

11.2 Nothing in this clause 11 shall exclude or limit liability for (or remedies arising in the event of) fraud.

**12. Payments**

All payments 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 next sentence) taxes. If any such deduction or withholding is required by law to be made from any such payment, the Company shall (in the same manner at the same time) such additional amounts as will result in receipt by BELL of such amount as would have been received by BELL had no such deduction or withholding been required to be made. The time of punctual payment shall be of the essence.

**13. Indemnity**

The Company agrees to pay to BELL 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 this Deed by the Company, in obtaining any advice and taking any action which BELL in its absolute discretion considered necessary to protect, defend or assert its interest in and any rights it may have over the Charged Property 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 values, ascertaining the whereabouts of the Charged Property and any director of the Company and/or any guarantor, repossession and sale of the Charged Property (and additionally but without derogation to the generality of the foregoing indemnity BELL against all claims and demands made upon BELL by reason of any loss, damage or injury suffered by any person or company directly as a result of the presence, installation, 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 BELL or any Receiver on the Company by leaving it at, or sending it through the post in a pre-paid letter addressed to the Company at, the last known address of the Company or to 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 following is a Sunday then on the Monday immediately after) that on which it is posted, unless the notice shall be posted after the time at which the last post collection is made in which case it shall be deemed to be served at 10am on the second day following. In providing service of any such notice it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and put in the postal system. A demand or notice so addressed and posted to the Company shall be effective notwithstanding that it be returned undelivered.

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

**15. Disclosure**

BELL may disclose and supply any information relating to the company and to the matters 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 BELL for the purposes of the business of BELL.

**16. Indulgence**

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

**17. Assignment and transfer**

BELL shall be entitled to assign its interest in this Deed and its rights against the Company to such person as it wishes. The Company shall not be entitled to assign its interest in this Deed or its rights against BELL. BELL may also transfer the benefit of the security created by this Deed and the rights of BELL under this Deed to any other person (the Transferee). Following service of notice to the Company of such transfer the Transferee may enforce the security created by this Deed and the rights of BELL against the Company as if the Transferee had been named in place of (or alongside) BELL.

**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 in all respects and irrespective of whether all or any of the Assets are Non Vesting Assets and accordingly irrespective of whether BELL 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 BELL or be repaid any payment made to BELL 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 invalidity or unenforceability 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 BELL the English Courts shall have jurisdiction, but this shall not prevent BELL 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 In this Deed**

21.1.1 references to any statute is to that statute as amended from time to time, substituted or consolidated.

21.1.2 reference to any agreement or document shall be construed as referring to such agreement or document as the same may have been or may from time to time be varied, supplemented, novated or assigned, and

21.1.3 unless the context otherwise requires, words denoting the single 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, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing.

**21.2 The schedule above forms as part of this Deed.**

EXECUTED AND DELIVERED as a DEED by the Company and signed on behalf of BELL on the date first shown overleaf adjacent to the Company's execution.

Registered in England & Wales: 4009577

# LEASE-PURCHASE AGREEMENT

Agreement Number: 20161045		Customer Number:		
<b>A - THE OWNER ("we, us", "our")</b>				
Bell Finance Ltd - Bell House, Whitehall Farm, Buckley Green, Henley In Arden, B95 5QE				
Company Registration No. 4009577		VAT No 754 0659 22		
The Owner is entirely separate from the Supplier and any third party who introduced this Agreement to the Owner You agree to be bound by the terms and conditions stated in this Agreement upon acceptance of this Agreement by the Owner				
<b>B - THE CUSTOMER ("you", "your")</b>		<b>C - THE SUPPLIER</b>		
Full Name(s) of company ABK Manufacturing Ltd T/as Ascot Bespoke Kitchens		Name		
Address Unit 1 Parcel Terrace, Derby, DE1 1LY		Address		
Tel No 01332 204064		Tel No		
Company Reg No 06544896		Company Reg No		
<b>D - THE EQUIPMENT</b>				
Location of Equipment				
Description/details	Serial Number	Registration No	Date 1 <sup>st</sup> Registered	Cash Price £
Encore Sheeting Machine	GB23651/025			£21,345.00
Total Cash Price	£21,345.00			
VAT	£4,269.00			
Total	£25,614.00			
<b>E - FINANCIAL TERMS</b>				
Fixed Period 30 months		Commencement Date JANUARY 2016-2018		
The hiring will start on the Commencement Date stated above and will continue unless terminated or cancelled in accordance with the terms of this Agreement, until expiry of the Fixed Period You may terminate this Agreement during the Fixed Period by giving us three months written notice and paying the Termination Payment (see clause 2.3 overleaf)				
<b>Payments</b>				
Payment Frequency monthly [x] quarterly [ ] other [ ]				
Total Cash Price of Equipment (Inc VAT)		£ 25 614 00		
Less Deposit (trade in / cash)		£ 5,614 00		
Amount of Credit		£ 20,000 00		
The due date for the First Payment is 25/2/2016		First Payment amount £ 1,100 00		
Followed by 28		Payments of £ 850 00		
Followed by 1		Payments of £ 950 00		

Followed by a minimum of	Payments of	£
Followed by a minimum of	Payments of	£

You will also pay an Arrangement Fee of £250.00 plus VAT together with the First Payment.

You will pay the Payments to us on the same date in the month as the date of the First Payment at the Payment Frequency. You are required to insure the Equipment. If you do not, we may arrange insurance cover at your expense in accordance with clause 7.2.

An administration fee of £50.00 + VAT shall be payable annually on the anniversary of the agreement.

\*If you exercise your option to purchase the Equipment then the Option Fee will be added to and collected with the final Payment.

#### DATA PROTECTION ACT

We will from time to time search your record and that of those with whom you are financially linked at credit-reference agencies and will add details of this Agreement and the payments you make under it to your records. We will also check your details with fraud prevention agencies. By signing this Agreement you consent that we may obtain and share these records with other organisations who are associated with us and that we and they may use these records to help make decisions about credit and credit-related services for you and members of your group of companies to trace customers who owe us money, recover debt, and prevent money laundering and fraud. You have a right, upon payment of a small fee and applying to us in writing, to obtain a copy of the information that we hold about you.

You agree that we may tell you about products or services that we think may benefit you. If you do not wish to receive this information please tick the box.

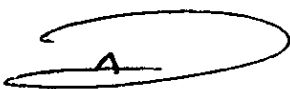
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#### CUSTOMER DECLARATION AND OFFER:

You apply to hire the Equipment listed in Section D from us for the Fixed Period upon the terms and conditions of this Agreement. By signing this Agreement you confirm: (i) that the information you have given us is correct and you realise we will rely on it to decide whether we should enter into this Agreement, (ii) you have read and understood the terms and conditions overleaf, and (iii) you understand and agree that it is both reasonable and acceptable that our liability to you in respect of the Equipment is excluded or limited as set out in clause 4 overleaf, and (iv) you confirm that the Equipment is for use in your business and that under this Agreement the Equipment does not become your property until you pay the Option Fee.

#### Customer(s) Signature(s)

Signatory.



Signatory



Name (block capitals) NICHOLAS PIPES

Name (block capitals) IAN PIPES

Position Director

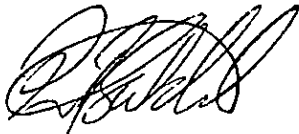
Position Director

Date of Signature 21/01/16

Date of Signature 21/1/16

#### Acceptance by the Owner

Signatory



Name RICHARD BATCHELOR

Position DIRECTOR

Date 21/1/16

An authorised representative of the Owner



ABK Manufacturing Limited  
Unit 1 Parcel Terrace  
Derby DE1 1LY

T 01332 204064  
F 01332 613786  
E [derby@abkkitchens.co.uk](mailto:derby@abkkitchens.co.uk)

## INVOICE

Invoice To Bell Finance Ltd Bell House, Whitehall Farm Buckley Green, Heinley in Arden B95 5QE	Deliver To:  N/A
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Invoice Date: 20/01/2016

Invoice No. 0057120

Sale of: -	£
Encore Sheeting Machine Serial No Gb23651/025	£ 21,345
Cost	£ 21,345
VAT	£ 4,269
Total	£ 25,614

Less deposit taken on behalf of Bell Finance Ltd    £ 5,614  
Net amount due    £ 20,000

I/we confirm I/we have taken delivery of the goods referred to in this invoice, they are satisfactory in all respects and that full legal and unencumbered title in the goods will pass to Bell Finance Ltd upon payment of this invoice

NB Since the supplier for this transaction has not been approved by Bell Finance Ltd I am aware that you cannot accept an invoice directly from them I am aware that by us invoicing Bell Finance Ltd directly if there are any goods issues in respect of the asset, it's quality, delivery or title to the goods I will need to resolve them directly with the original supplier

**THANK YOU FOR YOUR BUSINESS!**