



**Registration of a Charge**

Company name: **MIDLAND METAL PRODUCTS LIMITED**

Company number: **06869649**

Received for Electronic Filing: **05/12/2013**



X2MJZYGX

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**Details of Charge**

Date of creation: **05/12/2013**

Charge code: **0686 9649 0006**

Persons entitled: **ABN AMRO COMMERCIAL FINANCE PLC**

Brief description:

**Contains fixed charge(s).**

**Notification of addition to or amendment of charge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**NATALIE BARNES, SOLICITOR FOR AND ON BEHALF OF IRWIN  
MITCHELL LLP**



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

Company number: 6869649

Charge code: 0686 9649 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2013 and created by MIDLAND METAL PRODUCTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2013 .

Given at Companies House, Cardiff on 6th December 2013



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**DATED**

5<sup>th</sup> December

**2013**

**MIDLAND METAL PRODUCTS LIMITED**

**and**

**ABN AMRO COMMERCIAL FINANCE PLC**

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**CHATELS MORTGAGE**

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DATE OF CHATTELS MORTGAGE

5<sup>th</sup> December

2013

**PARTIES**

- (1) **MIDLAND METAL PRODUCTS LIMITED** (Company Number 06869649) incorporated in England and Wales whose registered office is at Leaside Merry Lees Industrial Estate, England, Desford, Leicestershire, LE9 9FS (the "**Company**"); and
- (2) **ABN AMRO COMMERCIAL FINANCE PLC** (Company Number 02281768) whose registered office is at Sheencroft House, 10-12 Church Road, Haywards Heath, West Sussex, RH16 3SN ("**ABN**").

**THIS DEED WITNESSES THAT:**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this mortgage the following expressions shall have the following meanings unless the context otherwise requires.

"**Default Rate**" means 4.25% per annum above the base rate of HSBC Bank Plc or such other bank as ABN may from time to time, at its sole discretion, appoint as its bankers.

"**Interest Rate**" shall have the meaning given to that term in the Plant & Machinery Loan Agreement.

"**Mortgaged Chattels**" means all equipment described in Schedule 1, together with any part or parts thereof and all additions, alterations, accessories, replacements and renewals or component parts thereto.

"**Plant & Machinery Loan Agreement**" means the plant & machinery term loan agreement entered into between the Company and ABN on or around the date of this mortgage.

"**Premises**" means the premises where Mortgaged Chattels will be kept as indicated in the second column in Schedule 1.

"**Receiver**" means any person appointed by ABN pursuant to this mortgage to be a receiver or receiver and manager of all or part of the Mortgaged Chattels and includes any substituted receiver or receivers.

"**Secured Liabilities**" means all monies obligations and liabilities covenanted to be paid or discharged by the Company pursuant to clause 2.

- 1.2 In this mortgage, unless the context otherwise requires:

1.2.1 except where the context otherwise requires, the singular includes the plural and vice versa and words importing one gender only or neuter include all other genders and references to this mortgage include its Schedule;

1.2.2 references to clauses and the schedule are to the clauses of and the schedule to, this mortgage;

1.2.3 a reference to a "**person**" shall be construed as a reference to any person, firm, company, partnership, corporation or unincorporated body of persons or any government or any agency thereof;

1.2.4 references to a law shall be construed as a reference to any present or future statute, statutory instrument, common law, decree, rule, order, judgement,

regulation, treaty or other law of any jurisdiction;

- 1.2.5 any reference to any Act of Parliament or other statutory provision shall be construed as a reference to that Act or provision as the same may from time to time be modified, extended, re-enacted or renewed;
- 1.2.6 headings are inserted for convenience only and shall be ignored in its construction;
- 1.2.7 where ABN's prior written consent or approval is required, that consent or approval must be obtained in writing signed by the account manager at ABN and may be given subject to such conditions and restrictions as ABN may, in its absolute discretion, determine;
- 1.2.8 references to ABN include its successors and assigns whether immediate or derivative;
- 1.2.9 references to "**this mortgage**" shall mean this chattel mortgage as from time to time amended, varied or supplemented whether by deed or otherwise;
- 1.2.10 references to the Mortgaged Chattels shall be to the whole or any part thereof.

## **2 COVENANT TO PAY**

The Company hereby covenants with ABN that it will on demand pay to ABN all monies and discharge all obligations and liabilities now or at any time in the future due, owing or incurred by the Company to ABN when the same become due for payment or discharge whether by acceleration or otherwise, whether owed actually or contingently, solely, jointly or severally and whether as principal or surety, together with interest at the Interest Rate (as well after as before judgement) to date of payment and all fees and other charges and all legal and other costs and expenses incurred by ABN in relation to the Company or the Mortgaged Chattels on a full indemnity basis.

## **3 CHARGE**

- 3.1 The Company with full title guarantee hereby transfers and assigns to ABN by way of first legal mortgage as a continuing security for the payment and discharge of the Secured Liabilities:
  - 3.1.1 the Mortgaged Chattels;
  - 3.1.2 the benefit of any guarantees, warranties and other obligations given by any manufacturer, supplier or other third party in respect of the Mortgaged Chattels and the benefit of all maintenance agreements entered into between the Company and any third party in respect of the Mortgaged Chattels; and
  - 3.1.3 the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or any other person in respect of the Mortgaged Chattels or the use thereof.
- 3.2 If and insofar as this mortgage is for any reason ineffective to create a legal mortgage over all or any part of the Mortgaged Chattels, the security hereby created shall take effect as a floating charge on such part or parts of the Mortgaged Chattels.
- 3.3 Upon payment in full to ABN of the Secured Liabilities, ABN will at the request and cost of the Company discharge this mortgage.

## **4 COVENANTS BY THE COMPANY**

**4.1 The Company covenants with ABN that during the continuance of this security, it will:**

### **4.1.1 Negative pledge**

Not, without the prior consent of ABN (not to be unreasonably withheld in respect of paragraph 4.1.1.2 below:

**4.1.1.1** Create, attempt to create, or permit to subsist or arise any mortgage, charge or other security interest in favour of any person other than ABN upon the Mortgaged Chattels which would rank in priority to or pari passu with this mortgage or allow any lien to arise on or affect the Mortgaged Chattels (except a lien arising by operation of law in the ordinary course of trading).

**4.1.1.2** Sell or attempt or agree to sell, assign, charge, hire, lease or otherwise dispose of or part with or share possession of the Mortgaged Chattels.

### **4.1.2 Payments**

**4.1.2.1** Promptly (or within any agreed credit period) pay all rent, rates and outgoings of whatsoever nature in respect of the Premises and all taxes and prevent the Mortgaged Chattels from being distrained for recovery of arrears of rent, rates or taxes or from being taken under any execution and promptly at ABN's request produce to ABN or its authorised agents receipts or other evidence of payment of all rent, rates or taxes.

**4.1.2.2** Promptly (or within any agreed credit period) pay all assessments, fees and charges of whatsoever nature in respect of the Mortgaged Chattels.

### **4.1.3 Repair and ABN's right of entry**

**4.1.3.1** Keep the Mortgaged Chattels in a good state of repair and condition and in good working order (fair wear and tear excepted).

**4.1.3.2** Replace or repair any destroyed or damaged Mortgaged Chattels so that any chattels substituted for the Mortgaged Chattels shall be included in this security.

**4.1.3.3** Permit ABN (and such persons as It shall from time to time for that purpose appoint) at all reasonable times to enter the Premises during normal business hours to view the state of repair and condition of the Mortgaged Chattels and any labels, plates or markings affixed to them pursuant to clause 4.1.7, provided prior written notice has been sent to the Company.

### **4.1.4 To insure**

**4.1.4.1** Insure and keep insured the Mortgaged Chattels to their full replacement value against all usual insurable risks Insured against by prudent persons carrying on business similar to the Company's business conducted from the Premises with such insurers as ABN shall approve (acting reasonably) and with the interest of ABN noted on such policy or policies as loss payee.

**4.1.4.2** Punctually pay the premiums and other sums of money payable



In respect of any such insurance and at ABN's request made at any reasonable time promptly produce to ABN copies of all receipts for the same and copies of the relevant policies.

4.1.4.3 Hold the proceeds of any insurance on trust for ABN and, if required by ABN, pay such proceeds into a separate account pending their application in accordance with clause 4.1.4.4 below.

4.1.4.4 Apply all moneys which may be received under any insurance in respect of the Mortgaged Chattels whether or not effected pursuant to the foregoing provision in replacing, restoring or reinstating the Mortgaged Chattels or in such other manner as ABN shall direct (acting reasonably).

#### 4.1.5 Possession

Keep the Mortgaged Chattels in its sole and exclusive possession at the Premises at which they are located at the date of this mortgage. Without prejudice to the foregoing, The Mortgaged Chattels may be kept in its sole and exclusive possession at any additional or replacement premises of the Company provided always that the Company obtains ABN's prior written consent to any movement or transfer of the Mortgaged Chattels.

#### 4.1.6 Use of Chattels

Not use or permit the Mortgaged Chattels to be used for any purpose for which they are not designed or reasonably suited or in contravention of any law and comply with the requirements of any law so far as the same relates to or affects the Mortgaged Chattels or the use thereof.

#### 4.1.7 Identification

Affix to or engrave on the Mortgaged Chattels such labels, plates or markings as ABN shall reasonably require indicating ABN's interest in them and subject to normal wear and tear not to allow such labels, plates or markings to be disturbed, defaced, obliterated, obscured or covered up.

#### 4.1.8 Alterations and Non-Annexure

4.1.8.1 Not, at any time, without the prior consent of ABN, make or allow any substantial alteration or addition to the Mortgaged Chattels other than for the purpose of effecting repairs.

4.1.8.2 Not annex the Mortgaged Chattels to the Premises if the result of such annexure would be that the Mortgaged Chattels might become fixtures.

#### 4.1.9 Orders and Notices

4.1.9.1 Within seven days of receipt send to ABN a copy of any order, direction, requisition, or notice affecting or likely to affect the Mortgaged Chattels and within any required time limit and at the Company's own cost comply with the same and, if reasonably required by ABN, and at the Company's own cost make or join in making such objections or representations against or in respect of the contents of any such document as ABN shall deem expedient.

4.1.9.2 Immediately upon receipt thereof, send to ABN a copy of any notice served on the Company under section 146 Law of Property Act 1925 or in connection with any proceedings for forfeiture of

the Lease.

**4.1.10 Deposit of deeds**

Deposit with ABN all deeds and documents of title relating to the Mortgaged Chattels and permit ABN during the continuance of this security to hold and retain all such deeds and documents of title and all invoices, guarantees and maintenance agreements relating to the Mortgaged Chattels.

- 4.2** If the Company at any time defaults in complying with any of its obligations contained in this mortgage, ABN shall be entitled (but not bound) to make good such default and the Company hereby irrevocably authorises ABN and its employees and agents by way of security to do all such things (including; without limitation, entering the Premises) necessary or desirable in connection therewith. Any moneys so expended by ABN shall be repayable by the Company to ABN on demand together with interest at the Default Rate from the date of payment by ABN until such repayment, both before and after judgment.
- 4.3** If the Company creates a mortgage or charge (whether specific or floating) over the assets or undertaking of the Company or any mortgage or charge (whether legal or equitable) on the Premises (other than in favour of ABN) the Company shall notify ABN and if called upon so to do by ABN shall procure from any mortgagee, chargee or debenture holder or other person having an interest (whether legal or equitable) in the Company's assets, undertaking or the Premises a waiver in such form as ABN may require (acting reasonably) of all rights which the holder of such interest might otherwise be entitled to claim in the Mortgaged Chattels.

**5 APPOINTMENT AND POWERS OF RECEIVERS**

- 5.1** At any time after ABN shall have demanded repayment of any of the Secured Liabilities and/or if requested by the Company, ABN may in writing under the hand of any director or manager appoint any person or persons to be a Receiver or Receivers of all or any part of the Mortgaged Chattels. A Receiver so appointed shall be the agent of the Company and the Company shall be solely responsible for his acts and defaults and for his remuneration. Any Receiver so appointed shall have all the powers conferred by the Law of Property Act 1925 and without the restrictions contained in section 103 of that Act and in addition power on behalf of and at the cost of the Company:

**5.1.1 To take possession**

To take immediate possession of the Mortgaged Chattels and for that purpose enter upon the Premises or any other premises at which the Mortgaged Chattels are located (or are reasonably thought to be located) and sever, dismantle or remove them without being liable for any loss or damage caused by such entry or the removal of the Mortgaged Chattels.

**5.1.2 To make repairs**

To make and effect all alterations, repairs, renewals and improvements to the Mortgaged Chattels and to do all other acts which the Company might do in the ordinary conduct of its business for the protection and improvement of the Mortgaged Chattels.

**5.1.3 To sell the Mortgaged Chattels**

To sell the Mortgaged Chattels by public auction or private contract with or without advertisement in such manner and on such terms and conditions as he shall think proper.

**5.1.4 To lease and deal with the Mortgaged Chattels**

To lease or hire the Mortgaged Chattels for such term and at such rent as he may think proper and to accept a surrender of any lease thereof.

**5.1.5 To compromise or commence claims**

To enter into any agreement or make any arrangement to discharge, release or compromise any claims by or against the Company in respect of the Mortgaged Chattels or to take any proceedings in relation to the Mortgaged Chattels in the name of the Company or the Receiver as he may in his absolute discretion decide.

**5.1.6 To give receipts**

Give valid receipts for all moneys.

**5.1.7 To Insure**

To maintain, renew or increase the insurance cover in respect of the Mortgaged Chattels.

**5.1.8 To obtain consents**

To obtain all necessary consents to deal with the Mortgaged Chattels.

**5.1.9 To form companies**

To promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring interests in the Mortgaged Chattels and trading or ceasing to trade as the Receiver may in his absolute discretion decide.

**5.1.10 To appoint professionals**

To appoint managers, agents, servants and workmen for any of the aforesaid purposes or to protect the Mortgaged Chattels at such salaries and for such periods as he may determine with power to dismiss the same.

**5.1.11 To store the Mortgaged Chattels**

To store the Mortgaged Chattels in situ without charge if in his opinion he will be more likely to effect a sale of the Mortgaged Chattels by so doing.

**5.1.12 To do all things Incidental**

To do all other acts and things as may from time to time be considered by him to be incidental or conducive to realisation of the Mortgaged Chattels or the exercise of any of his powers set out above.

**5.1.13 To execute contracts and use name of the Company**

To execute and sign all such contracts, deeds, documents and assurances which may be necessary or desirable for exercising or implementing any of the powers referred to above and use the name of the Company for all or any of the purposes aforesaid and in any legal proceedings.

**5.2 No purchaser or other person shall be concerned to enquire whether any power exercised or purported to be exercised by a Receiver or ABN has become**

exercisable or whether any money is due on the security of this mortgage or as to the propriety or regularity of any sale by or other dealing by a Receiver.

- 5.3 Where more than one Receiver is appointed, each Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that ABN may specify to the contrary in its appointment.
- 5.4 ABN may at any time and from time to time remove any Receiver appointed by it and appoint another in his place or appoint an additional person as Receiver and may either at the time of appointment or any time subsequently and from time to time fix the remuneration of any Receiver.
- 5.5 If pursuant to clause 5.1.11 the Receiver or ABN leaves the Mortgaged Chattels in situ the Company shall remain liable on its covenants herein for the maintenance, safety and insurance of the Mortgaged Chattels until they are removed and the Company shall afford any purchaser all necessary access to remove the Mortgaged Chattels.

## **6 POWERS OF ABN**

- 6.1 At any time after ABN shall have demanded payment or discharge of the Secured Liabilities, and/or if requested by the Company, ABN may exercise (without further notice and without the restrictions contained in section 103 Law of Property Act 1925 and whether or not it shall have appointed a Receiver) all or any powers conferred on mortgagees by the law of Property Act 1925 as hereby varied or extended and all the powers and discretions hereby conferred expressly or by reference on a Receiver and the date of such demand shall (without prejudice to the equitable right to redeem) be the redemption date. Nothing that shall be done by or on behalf of ABN shall render it liable to account as a mortgagee in possession for any sums other than actual receipts or shall render the Company or any Receiver liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.
- 6.2 If ABN receives notice of any subsequent mortgage charge assignment or other disposition affecting any of the Mortgaged Chattels or interest therein it may open a new account for the Company; if ABN does not open a new account then unless ABN gives express written notice to the contrary to the Company it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Company to ABN shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to ABN at the time when it received notice.
- 6.3 ABN and every Receiver, attorney, manager, agent or other person appointed by ABN under this mortgage shall be entitled to be indemnified out of the Mortgaged Chattels in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them or under this mortgage and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Mortgaged Chattels and ABN and any such Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received by the powers conferred by this mortgage.

## **7 APPLICATION OF MONEY RECEIVED**

- 7.1 All monies received by ABN or a Receiver shall be applied by it or him, as the case may be, in the following order:
  - 7.1.1 In satisfaction of the costs, charges, borrowings and expenses incurred by it or him;

7.1.2 in payment of such remuneration as may be agreed between any Receiver and ABN at or from time to time after his appointment which, without prejudice to the generality of the foregoing, may be at a rate appropriate to the work and responsibilities involved and in accordance with the basis of charging from time to time adopted by the Receiver's firm;

7.1.3 in or towards satisfaction of the Secured Liabilities; and

7.1.4 the surplus (if any) shall be paid to the person entitled thereto.

## **8 FURTHER ASSURANCE**

The Company shall forthwith if and when called upon by ABN to do so execute in favour of ABN or as ABN shall direct such further legal or other mortgages, charges, assignments or other documents as ABN shall require over the Mortgaged Chattels to perfect the security hereby created or otherwise to secure the Secured Liabilities. Such mortgages, charges, assignments or other documents shall be prepared by or on behalf of ABN at the cost of the Company and be in such form as ABN may reasonably require.

## **9 APPOINTMENT OF ATTORNEY**

The Company by way of security hereby irrevocably appoints ABN and any persons deriving title under ABN and also any Receiver severally its attorney for and in its name and on its behalf and as its act and deed to sign, execute as a deed and deliver in favour of ABN or its nominees or any purchaser any documents which ABN may require for perfecting its title to or for vesting the Mortgaged Chattels in ABN or its nominees or in any purchaser and otherwise generally to sign, execute as a deed and deliver any deed, assurance, agreement, instrument, act or thing which may be required for the full exercise of all or any of the powers hereby conferred or which may be deemed expedient by a Receiver in connection with any sale, lease or other disposition of the Mortgaged Chattels or in connection with the exercise of any other power conferred by this mortgage.

## **10 REPRESENTATION AND WARRANTY**

The Company represents and warrants to ABN that it is the legal and beneficial owner of the Mortgaged Chattels free of any encumbrances or other third party interest of any nature whatsoever, including (without prejudice to the generality of the foregoing) any claim to retention of title by any third party.

## **11 COSTS**

The Company hereby covenants with ABN on demand to pay all costs, charges and expenses incurred by ABN or a Receiver or which it or he shall properly incur in or about the enforcement, preservation or attempted preservation of this security or the Mortgaged Chattels on a full indemnity basis with interest at the Default Rate from the date the same are incurred.

## **12 ASSIGNABILITY OF THIS MORTGAGE**

ABN may at any time assign or otherwise transfer its rights and benefits under this mortgage. Any appointment or removal of a Receiver and any consents hereunder may be made or given by writing signed or sealed by any such successor or assignee and the Company hereby irrevocably appoints each of the same to be its attorney for the purpose set out in clause 9. No change in the constitution of ABN or its absorption of or amalgamation with or the acquisition of the whole or any part of its undertaking by any other organisation shall in any way prejudice or affect its rights under this mortgage.

## **13 MISCELLANEOUS**

13.1 No delay or omission by ABN in exercising any right or power under this mortgage

shall impair such right or power or be construed as a waiver of such right or power nor shall any single or partial exercise or waiver of any such right or remedy preclude any further exercise of them or the exercise of any other right or power. The rights and remedies of ABN provided in this mortgage are cumulative and not exclusive of any rights or remedies provided by law.

- 13.2 ABN may from time to time waive or authorise, on such terms and conditions (if any) as it may choose, any breach or proposed breach by the Company of any of the covenants, provisions or obligations contained in this mortgage, without prejudice to the rights of ABN in respect of any subsequent breach of them.
- 13.3 All provisions of this mortgage are severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 13.4 This mortgage shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, charge, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to ABN and shall not be in anyway prejudiced or affected thereby or by the invalidity thereof or by ABN now or hereafter dealing with exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.
- 13.5 Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to ABN pursuant hereto.
- 13.6 If, in addition to this mortgage, ABN holds any other security or guarantee for the Secured Liabilities it may choose the order in which it wishes to enforce such security or guarantee and this mortgage.
- 13.7 No term of this mortgage shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this mortgage.
- 13.8 The parties to this mortgage may rescind or vary it without the consent of any other person.

#### **14 NOTICES**

- 14.1 Any notice to or demand upon the Company under this mortgage shall be in writing and shall be deemed to be duly served if:
  - 14.1.1 it is sent by first class prepaid or registered delivery post or by facsimile addressed to the Company at its registered office or its last known place of business; or
  - 14.1.2 it is left at the Company's registered office or last known place of business.
- 14.2 Any notice to ABN under this mortgage shall be in writing and shall be deemed to be duly served if it is sent by first class prepaid or registered post or by facsimile addressed to ABN at its office at Sheencroft House, Church Road, Haywards Heath, West Sussex, RH16 3SN.
- 14.3 A notice or demand so served shall be deemed to have been received:
  - 14.3.1 if delivered by hand, when left at the proper address for service specified above;

14.3.2 if posted, 48 hours after being posted (except where the deemed day of receipt would be a Saturday or Sunday or public holiday in which case it shall be deemed received on the next working day) notwithstanding that it is returned undelivered;

14.3.3 if sent by facsimile at the time of transmission following receipt of the appropriate answerback or transmission activity report unless:

14.3.3.1 the sender knows or ought reasonably to know that the transmission has failed or is incomplete (in which case service shall be deemed to have been effected when the notice has been duly transmitted); or

14.3.3.2 transmission takes place on a Saturday or Sunday or a bank or public holiday or outside the hours of 9.30 a.m. to 5.30 p.m. on any other day, in which case service shall be deemed to have been effected at 9.30 a.m. on the next working day thereafter.

## **15 LAW**

This deed and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and shall be construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**IN WITNESS** of which the parties have executed this deed on the date set out above.

Executed as a deed and delivered when dated by  
**MIDLAND METAL PRODUCTS LIMITED** acting by  
.....*Paul Mansue*....., a director  
in the presence of:



Witness Signature..........

Witness Name..*SHANNAN WOODS*.....

Witness Address..........

..........

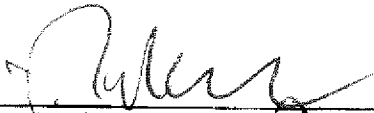
..........

Witness Occupation..*ACCOUNTS MANAGER*.....

Executed as a Deed by **ABN AMRO  
COMMERCIAL FINANCE PLC**

)  
)

By

  
duly appointed Attorney in the presence of  
this Witness:

)  
)  
)

*T ZAHAWI*  
Attorney for ABN AMRO Commercial  
Finance PLC

Witness' Signature: ..........

Witness' Full Names: .....*Michael John Stock*.....

Witness' Address: .....*Shenault House*.....

.....*Haywards Heath*.....  
.....*Portfolio Manager*.....

Witness' Occupation:

*RH16 3SN*



## **SCHEDULE 1**

| Building   | Room | Qty | Asset Description  | Capacity/Size    | Serial No      | Year | Usage | Market Value<br>Ex Situ<br>October 2013<br>£ |
|------------|------|-----|--|------------------|----------------|------|-------|--|
| Building 1 |      |     | LVD PPEB-EQ 80/25 CAD CNC press brake  | 80 ton x 2500mm  | 25449          | 1998 |       | 8,000  |
| Building 1 |      |     | LVD PPEB 135/42 press brake  | 135 ton x 4200mm | 23168          | 1996 |       | 10,000                                       |
| Building 1 |      |     | LVD PPEB 80/25 press brake   | 80 ton x 2500mm  | 21978          | 1995 |       | 6,000  |
| Building 1 |      |     | LVD PPEB 170/30 press brake  | 170 ton x 3000mm | 27139          | 2000 |       | 10,500                                       |
| Building 1 |      |     | LVD PPEB 170/30 press brake  | 170 ton x 3000mm | 27420          | 2000 |       | 10,500                                       |
| Building 1 |      |     | Mebussa 65/25 press brake  | 65 ton x 2500mm  | RH652505890189 |      |       | 3,000  |
| Building 1 |      |     | Remmert RBPL 3000 steel stock holding system with<br>220 stations and automatic pick and place robot |                  | 2549           | 2000 |       | 10,000                                       |
| Building 1 |      |     | Pullmax 8000 CNC turret punch<br>with automatic loading/unloading, tool changer,                     | 30 ton           | 6600-07        | 2000 |       | 35,000                                       |
| Building 1 |      |     | Bystronic Byspeed 3015 CNC laser cutter<br>62kw, Bytronics Automation loading                        |                  | 356            | 2005 |       | 75,000                                       |
| Building 1 |      |     | Ingersoll Rand Nirvana N75 air compressor  |                  | 2771G93        |      |       | 4,000  |
| Building 1 |      |     | HPC Plusair BSS1 standby compressor  |                  | 5103012        |      |       | 1,750  |
| Building 1 |      |     | Dannick Hunter Maxd Plus nitrogen generator  |                  | 05MP0093       | 2005 |       | 1,000  |
| Building 1 |      |     | J P Sauer booster compressor   |                  | 03850002       | 2005 |       | 500  |
| Building 1 |      |     | Hertz booster compressor   |                  |                |      |       | 1,000  |
| Building 1 |      |     | Panasonic YA 1APA 3 Y automatic welding cell<br>with twin station rotary welding fixture             |                  |                |      |       | 7,500  |

| Building   | Room     | Qty | Asset Description  | Capacity/Size | Serial No        | Year | Usage | Market Value<br>Ex Situ<br>October 2013<br>E |
|------------|----------|-----|--|---------------|------------------|------|-------|--|
| Building 1 |          |     | Fanuc automatic welding cell<br>with twin station rotary welding fixture |               | E06601878        | 2006 |       | 7,500  |
| Building 1 |          | 34  | Migronic 300A welding sets   |               |                  |      |       |  |
| Building 1 |          |     | Parweld XT1201 Tig welder  |               |                  |      |       | 8,250  |
| Building 1 |          |     | Parweld XT1200 Tig welder  |               | 24112            | 1996 |       | 3,000  |
| Building 2 | Toolroom |     | LVD HST-C 25/8 guillotine  |               | 2877             | 1986 |       | 750  |
| Building 2 | Toolroom |     | Thomas 250 AD automatic bandsaw  |               |                  |      |       | 300  |
| Building 2 | Toolroom |     | 8-spline in line column drilling machine                                 |               |                  |      |       | 3,000  |
| Building 2 | Toolroom |     | Harrison Alpha 400 lathe<br>with 2-axis DRO                              |               | A30085           | 1995 |       | 400  |
| Building 2 | Toolroom |     | Kingsland 50P hydraulic punch  |               | 491007           |      |       | 1,000  |
| Building 2 | Toolroom |     | Ingersoll Rand UP5-4TAS-8 receiver mounted air<br>compressor             |               | 2102506          | 2007 |       |  |
| Building 2 | Toolroom |     | Cincinnati Milacron Falcon 200 CNC lathe<br>with swarf conveyor          |               | 7048-A00-RL-0003 | 1998 |       | 6,000  |
|            |          |     | Multifed ML 1 short magazine CNC bar feed                                |               | 003189           |      |       | 500  |
| Building 2 | Toolroom |     | Sernco LC15VS turret milling machine<br>with power feeds and 2-axis DRO  |               | 4062111B         |      |       | 500  |
| Building 2 | Toolroom |     | Sernco LC20VS turret milling machine<br>with power feeds and 2-axis DRO  |               | 90501565         |      |       | 500  |

| Building   | Room     | Qty | Asset Description                                    | Capacity/Size | Serial No. | Year | Usage | Market Value<br>Ex Situ<br>October 2013<br>£ |
|------------|----------|-----|--|---------------|------------|------|-------|--|
| Building 2 | Paint    |     | Harcok Airless spraying machine                      |               |            |      |       | 0  |
| Building 2 | Services |     | Ingersoll Rand 115-22-7.5 air compressor             |               | 2231402    | 2005 |       | 750  |
| Building 2 | Services |     | Ingersoll Rand ML18.5 air compressor                 |               |            |      |       | 500  |
| Building 2 | Services |     | Dominick Hunter air drier                            |               |            |      |       | 500  |
| General    |          |     | Toyota 45 SRS type 02-7FD40-40 diesel forklift truck | 4,500kg       | 8369       | 1999 |       | 2,000  |
| General    |          |     | Doosan Daewoo D30S-3KL forklift truck                | 3,000kg       | 01575      | 2006 |       | 2,000  |
| General    |          |     | Doosan Daewoo D30S-3KL forklift truck                | 3,000kg       | 02168      | 2007 |       | 2,000  |
|            |          |     | TOM FB25 forklift truck                              |               |            |      |       | 2,000  |
|            |          |     | Total  |               |            |      |       | 262,190                                      |
|            |          |     | But Say  |               |            |      |       | 265,000                                      |

| Building   | Room      | Qty | Asset Description   | Capacity/Size    | Serial No. | Year | Usage | Market Value<br>Ex Shu<br>October 2013<br>£ |
|------------|-----------|-----|---|------------------|------------|------|-------|---|
| Building 2 | Toolroom  |     | Pollard Corona pillar drilling machine  |                  |            |      |       | 120   |
| Building 2 | Toolroom  |     | Pollard Corona pillar drilling machine  |                  |            |      |       | 120   |
| Building 2 | Toolroom  |     | Asquith QDI 4'-6" radial arm drilling machine<br>with cast iron loose box table   |                  |            |      |       | 750   |
| Building 2 | Toolroom  |     | 2.1 tonne lifting beam with Morris 1 tonne electric<br>chain hoist  |                  |            |      |       | 500   |
| Building 2 | Honeywell |     | LVD PPEB 135/30 CAD-CNC press brake   | 135 ton x 3000mm | 24816      | 1988 |       | 8,000                                       |
| Building 2 | Honeywell |     | LVD PPEB 80/25 MNC 95-C press brake   | 80 ton x 2500mm  | 23376      | 1986 |       | 6,000                                       |
| Building 2 | Honeywell |     | SIP PP15 15kVA spot welder  |                  | G178       |      |       | 500   |
| Building 2 | Honeywell |     | Haeger 618 inserter   |                  | 802        |      |       | 500   |
| Building 2 | Honeywell |     | Tecna 25kVA spot welder   |                  | 4648       | 2012 |       | 1,000                                       |
| Building 2 | Paint     |     | Dolby spray booth   | 30' x 16'        |            |      |       | 0   |
| Building 2 | Paint     |     | Automatic paint spray line comprising<br>Overhead conveyor<br>3 Spray cleaners<br>1 Surface treator<br>Drying oven<br>Powder coating booth<br>Gas fired curing oven |                  |            |      |       | 20,800                                      |