



Registration of a Charge

Company name: **NOEL VILLAGE (STEEL FOUNDER) LIMITED**
Company number: **01527500**



X56XP04W

Received for Electronic Filing: **13/05/2016**

Details of Charge

Date of creation: **25/04/2016**
Charge code: **0152 7500 0027**
Persons entitled: **CLOSE BROTHERS LIMITED ("CLOSE")**
Brief description: **NOT APPLICABLE.**
Contains fixed charge(s).
Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1527500

Charge code: 0152 7500 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th April 2016 and created by NOEL VILLAGE (STEEL FOUNDER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th May 2016 .

Given at Companies House, Cardiff on 16th May 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

25/4/

2016

NOEL VILLAGE (STEEL FOUNDER) LIMITED (1)

CLOSE BROTHERS LIMITED (2)

and

CLOSE INVOICE FINANCE LIMITED (3)

CHATELS MORTGAGE

irwinmitchell^(IM)
solicitors

CONTENTS PAGE

1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY	2
3	CHARGE	2
4	COVENANTS BY THE COMPANY	3
5	APPOINTMENT AND POWERS OF RECEIVERS	5
6	POWERS OF CLOSE	7
7	APPLICATION OF MONEY RECEIVED	8
8	FURTHER ASSURANCE	8
9	APPOINTMENT OF ATTORNEY	8
10	REPRESENTATION AND WARRANTY	8
11	COSTS	9
12	ASSIGNABILITY OF THIS MORTGAGE	9
13	MISCELLANEOUS	9
14	NOTICES	10
15	GOVERNING LAW AND JURISDICTION	10
	SCHEDULE	11

DATE OF CHATTELS MORTGAGE

25/4/

2016

PARTIES

- (1) **NOEL VILLAGE (STEEL FOUNDER) LIMITED** (Company Number 1527500) whose registered office is Carr Hill, Balby, Doncaster, South Yorkshire, DN4 8DE (the "Company"); and
- (2) **CLOSE BROTHERS LIMITED** whose registered office is at 10 Crown Place, London, EC2A 4FT and whose address for service is Ridgeland House, 165 Dyke Road, Hove, East Sussex, BN3 1UY as security trustee ("Close").

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.

"Base Rate" means the base rate of ^{Lloyds} ~~Bank~~ or such other bank as Close may from time to time, at its sole discretion, appoint as its bankers.

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

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

"Receiver" means any person appointed by Close 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 Close's prior written consent or approval is required, that consent or approval must be obtained in writing signed by the account manager at Close and may be given subject to such conditions and restrictions as Close may, in its absolute discretion, determine;

1.2.8 references to Close 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 Close that it will on demand pay to Close all monies and discharge all obligations and liabilities now or at any time in the future due, owing or incurred by the Company to Close 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 rate of [Lloyds Bank] above Base 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 Close 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 Close 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 Close of the Secured Liabilities, Close will at the request and cost of the Company discharge this mortgage.

4 LIABILITY OF THE BORROWER

4.1 Liability not discharged

The Company's liability under this mortgage in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, Close that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 Close renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3 any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Company.

4.2 Immediate recourse

The Company waives any right it may have to require Close to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this mortgage against the Company.

5 COVENANTS BY THE COMPANY

- 5.1 The Company covenants with Close that during the continuance of this security, it will:

5.1.1 Negative pledge

Not, without the prior consent of Close in respect of paragraph 4.1.1.2 below:

- 5.1.1.1 create, attempt to create, or permit to subsist or arise any mortgage, charge or other security interest in favour of any person other than Close 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).

- 5.1.1.2 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.

5.1.2 Payments

- 5.1.2.1 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 Close's request produce to Close or its authorised agents receipts or other evidence of payment of all rent, rates or taxes.

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

5.1.3 Repair and Close's right of entry

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

- 5.1.3.2 Replace or repair any destroyed or damaged Mortgaged Chattels so that any chattels substituted for the Mortgaged Chattels shall be included in this security.
 - 5.1.3.3 Permit Close (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 5.1.7, provided prior written notice has been sent to the Company.
- 5.1.4 To insure
 - 5.1.4.1 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 Close shall approve (acting reasonably) and with the interest of Close noted on such policy or policies as loss payee.
 - 5.1.4.2 Punctually pay the premiums and other sums of money payable in respect of any such insurance and at Close's request made at any reasonable time promptly produce to Close copies of all receipts for the same and copies of the relevant policies.
 - 5.1.4.3 Hold the proceeds of any insurance on trust for Close and, if required by Close, pay such proceeds into a separate account pending their application in accordance with clause 5.1.4.4 below.
 - 5.1.4.4 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 Close shall direct (acting reasonably).
- 5.1.5 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 Close's prior written consent to any movement or transfer of the Mortgaged Chattels.
- 5.1.6 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.
- 5.1.7 Identification

Affix to or engrave on the Mortgaged Chattels such labels, plates or markings as Close shall reasonably require indicating Close'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.
- 5.1.8 Alterations and Non-Annexure

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

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

5.1.9 Orders and Notices

5.1.9.1 Within seven days of receipt send to Close 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 Close, 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 Close shall deem expedient.

5.1.9.2 Immediately upon receipt thereof, send to Close 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.

5.1.10 Deposit of deeds

Deposit with Close all deeds and documents of title relating to the Mortgaged Chattels and permit Close 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.

5.2 If the Company at any time defaults in complying with any of its obligations contained in this mortgage, Close shall be entitled (but not bound) to make good such default and the Company hereby irrevocably authorises Close 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 Close shall be repayable by the Company to Close on demand together with interest at the rate of 5 per cent per annum above Base Rate from the date of payment by Close until such repayment, both before and after judgment.

5.3 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 Close) the Company shall notify Close and if called upon so to do by Close 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 Close may require (acting reasonably) of all rights which the holder of such interest might otherwise be entitled to claim in the Mortgaged Chattels.

6 APPOINTMENT AND POWERS OF RECEIVERS

6.1 At any time after Close shall have demanded repayment of any of the Secured Liabilities and/or if requested by the Company, Close 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:

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.1.4 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.

6.1.5 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.

6.1.6 To give receipts

Give valid receipts for all moneys.

6.1.7 To Insure

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

6.1.8 To obtain consents

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

6.1.9 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.

6.1.10 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.

6.1.11 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.

6.1.12 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.

6.1.13 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.

- 6.2 No purchaser or other person shall be concerned to enquire whether any power exercised or purported to be exercised by a Receiver or Close 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.
- 6.3 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 Close may specify to the contrary in its appointment.
- 6.4 Close 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.
- 6.5 If pursuant to clause 6.1.11 the Receiver or Close 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.

7 POWERS OF CLOSE

- 7.1 At any time after Close shall have demanded payment or discharge of the Secured Liabilities, and/or if requested by the Company, Close 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 Close 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.
- 7.2 If Close 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 Close does not open a new account then unless Close 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 Close 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 Close at the time when it received notice.

- 7.3 Close and every Receiver, attorney, manager, agent or other person appointed by Close 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 Close 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.

8 APPLICATION OF PROCEEDS

- 8.1 All monies received by Close or a Receiver shall be applied by it or him, as the case may be, in the following order:

8.1.1 in satisfaction of the costs, charges, borrowings and expenses incurred by It or him;

8.1.2 in payment of such remuneration as may be agreed between any Receiver and Close 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;

8.1.3 in or towards satisfaction of the Secured Liabilities; and

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

9 FURTHER ASSURANCE

The Company shall forthwith if and when called upon by Close to do so execute in favour of Close or as Close shall direct such further legal or other mortgages, charges, assignments or other documents as Close 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 Close at the cost of the Company and be in such form as Close may reasonably require.

10 APPOINTMENT OF ATTORNEY

The Company by way of security hereby irrevocably appoints Close and any persons deriving title under Close 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 Close or its nominees or any purchaser any documents which Close may require for perfecting its title to or for vesting the Mortgaged Chattels in Close 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.

11 REPRESENTATION AND WARRANTY

The Company represents and warrants to Close 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.

12 COSTS

The Company hereby covenants with Close on demand to pay all costs, charges and expenses incurred by Close 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 at the rate of 5 per cent per annum above Base Rate from the date the same are incurred.

13 ASSIGNABILITY OF THIS MORTGAGE

Close 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 10. No change in the constitution of Close 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.

14 COUNTERPARTS

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

15 MISCELLANEOUS

15.1 No delay or omission by Close 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 Close provided in this mortgage are cumulative and not exclusive of any rights or remedies provided by law.

15.2 Close 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 Close in respect of any subsequent breach of them.

15.3 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.

15.4 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 Close and shall not be in anyway prejudiced or affected thereby or by the invalidity thereof or by Close 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.

15.5 Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to Close pursuant hereto.

15.6 If, in addition to this mortgage, Close 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.

- 15.7 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.
- 15.8 The rights of the parties to rescind or agree any amendment or waiver under this mortgage are not subject to the consent of any other person not a party to this mortgage.

16 NOTICES

- 16.1 Any notice to or demand upon the Company under this mortgage shall be in writing and shall be deemed to be duly served if:
- 16.1.1 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
- 16.1.2 it is left at the Company's registered office or last known place of business.
- 16.2 Any notice to Close under this mortgage shall be in writing and shall be deemed to be duly served if it is sent by first class paid or registered post or by facsimile addressed to Close at its office at Ridgeland House, 165 Dyke Road, Hove, East Sussex, BN3 1UY.
- 16.3 A notice or demand so served shall be deemed to have been received:
- 16.3.1 if delivered by hand, when left at the proper address for service specified above;
- 16.3.2 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;
- 16.3.3 If sent by facsimile at the time of transmission following receipt of the appropriate answerback or transmission activity report unless:
- 16.3.3.1 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
- 16.3.3.2 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.

17 GOVERNING LAW AND JURISDICTION

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 mortgage as a deed on the date set out above.

SCHEDULE

MAIN SITE

Pattern Shop

Wadkin WS shaper
Serial number: WS 364

Sagar vertical bandsaw
Serial number: 8224

Wadkin RMA planer thicknesser
Serial number: 877

Wadkin PKA circular saw bench
Serial number: 514

Meddings geared head pillar drill

Samco / SCM disc sander
Serial number: AF/002388

Wadkin RS woodturning lathe
Serial number: 2350

Multico Pro-Mex model BRG-8W 8" (200mm) double ended bench grinder
Serial number: 9050788 (1988)

Wadkin JTA disc and bobbin sander
Serial number: JTA 1265

Phillipson vertical finisher
Serial number: A187

Pattern Store B

Approximately 25 bays of steel pallet racking

Compressor House

HPC Plusair BSD 62 packaged screw air compressor
Serial number: 1087

HPC model BS44 packaged screw air compressor

Cool Technology 880 litres welded steel vertical air receiver
Serial number: R57 0379 (1998)

Hi Line model Tundra 410 refrigerant air dryer
Serial number: 24-13-MA09263 (2013)

2 x Atlas Copco airline filters

Ultrasep Superplus 30 oil and water separator
(not in use)

Donaldson Ultrafilter oil and water separator

Yard

Harlequin 1400 bunded top outlet 1487 litre capacity diesel fuel tank

Substation Room

750kva 3 phase oil cooled transformer

George Ellison 500kva transformer

South Wales 500kva transformer switchgear
Serial number: 15576 (1958)

British Electric 176kva transformer
Serial number: 36857
complete with electrostatic condenser unit

General Electric 500kva transformer
Serial number: 66863

Bridon switchgear throughout and associated with transformers

Fettling Shop

9590428-5

Pangborn 26GN Rotoblast 2.6 cu. m capacity shot blasting machine
Serial number: 30/0420
complete with elevator, single girder gantry crane with Demag 1 tonne hoist and twin chamber dust extraction
unit (extraction unit ref RJ19 located outside)

Heavy duty roller transfer conveying

Ohaus Defender 3000 XtremeW digital readout floor platform weigh scale

15 Fabricated steel fettling booths fitted with pneumatic grinders and extraction

Overhead crane gantry complete with 8 Chesterfield single girder overhead cranes fitted with 1 tonne manual hoists

Chesterfield Crane double girder 20m span overhead 5 tonne travelling crane (Ref FS1)
Serial number: 02/0873

Chesterfield Crane double girder 20m span overhead 5 tonne travelling crane (Ref FS2)
Serial number: 02/0872

Chesterfield Crane double girder 20m span overhead 5 tonne travelling crane
Serial number: FS3

Chesterfield Crane double girder 11m span overhead 3 tonne travelling crane
Serial number: FS4

MLK 2500-3 8 foot table shot blasting machine
Serial number: 100234 (2002)

A quantity of various welding sets throughout Fettling Shop

Nabertherm model N5600/26HA 69 kw electric furnace
Serial number: 219786 (2011)

Welding booth including:
Ideal Arc DC-1000 welding set
Plymovent fume extraction arm
Steel welders bench and welding screens

Welding booth including:
Welding set
Plymovent fume extraction arm
Steel welders benches and welding screens

Welding booth including:
Miller Deltaweld 852 welding set
Plymovent fume extraction arm
Steel welders bench and welding screens

Welding booth including:
Welding set
Plymovent fume extraction arm
Steel welders bench and welding screens

2 x Mitre bench top ovens
Serial number: 3237
Serial number: 3238

BVC model TI 60 mobile industrial vacuum

SWP 300°C welding rod oven
Serial number: 1120

Mitre type 506 bench top oven
Serial number: 3397

Unbranded bench top oven

Approximately 6' x 5' cast steel table

Approximately 6' x 6' steel mesh table

Approximately 5' x 4' steel inspection table

Vaughan Crane Co. 5 tonne single girder overhead travelling crane
Serial number: 17609
complete with Misia 3.2 tonne chain block hoist and pendant control

Magnaflux model KCH 4D magnetic particle inspection machine
Serial number: 0677
complete with inspection table and steel housing

Outside

PFL single chamber dust extraction unit
Reference: RJ15

DCE twin chamber and hopper dust extraction unit complete with snail fan and associated pipework
Reference: RJ16

Airtec Filtration oval chamber dust extraction unit complete with fan and associated pipework
Reference: RJ17

IFS industrial air filter

Torit 4DF-64 oval twin chamber dust extraction unit
Reference: RJ18

Stamping Shop

Windley Bros 12' x 6' cast steel inspection table
Ref: WEE 4772

Ohaus 3000 Series bench top weigh scale

Eurotec model TSS horizontal sand mixer mounted on steel support frame
Serial number: FMS1328 (2005)

Faro Arm Fusion portable co-ordinate measuring machine
Serial number: U08-05-12-28370 (2012)
complete with carry case

Pattern Store A

Approximately 276 Bays of steel pallet racking

Translift Bendi VNA 4 way electric reach truck
Serial number: TL4083 (1999)

Genie Runabout model GR-12 electric operated self propelled personnel lift
Serial number: GR06-7350 (2006)

Wheelsets Workshop

United 10 tonne double girder overhead travelling gantry crane (Ref WS1)
Serial number: 17152

Salter Weigh-Tronix WI-125 digital weigh platform scale
Serial number: 024010

Crane Magnet

SCP Pattern Store

Approximately 230 various bays of steel pallet racking

SCP "Special Cast Products" Department

HPC Plusair BS61 packaged screw air compressor
Serial number: 5102322

Abbot & Co 12.75 bar welded steel vertical air receiver
Serial number: 42167 (1996)

Compair BroomWade thermal air dryer

Ultrasep Superplus 30 oil and water separator

Vickers hardness tester
Serial number: 253809

Avery 6403 hardness tester (3000kg)
Serial number: E64465/3

3 Carbolite crucible furnaces

Leco model 831-300 analytical measurement testing
machine
Serial number: 3095

MJ Services (Southern) Ltd model 24650 (200 litre capacity) manual abrasive shot blast cleaning machine
complete with enclosed booth
Serial number: 3781 (2009)

Spencer Halstead Centriblast 6ft table shot blasting
machine

Pangborn model 6GN15 shot blasting machine
Serial number: 6-6M M-1-4104

DCE type UMA 758 K15 dust extraction cabinet
Serial number: 620780

LEV dust extraction cabinet (Ref RJ12)

Dial indicating crane scales
(not currently working)

SCP Foundry External

DCE model Tornado 12-S twin chamber dust extraction unit
Serial number: 1370 (2014)
complete with WEG W22 High Eff. snail fan

4 fan horizontal air blast chiller plant

FMS twin chamber dust extraction unit

Evapco model 1CT-4-74 water cooling tower
Serial number: 810869/02

SCP Foundry Internal

Inductotherm Powertrack 325 VIP unit complete with
500kg, 750kg and 1,000kg furnaces, transformers (see extended detail for substation), rectifiers, water
cooling pumps, controls and associated services

Demag single girder 1.6tonne overhead travelling crane
Serial number: 475/72

Moulding line comprising:

2 x 20 tonne capacity steel fabricated hopper sand silos
(located externally)

2 x Novaset 1t/hr capacity articulated arm sand mixers

Omega vibratory compaction table

IMF model ML1000 mould manipulator

Coating bath

Chesterfield Crane 750kg mould manipulator

Gravity roller conveying throughout the line

All associated controls, electrics and services for the moulding line

FMS Sand Reclamation Plant comprising:

Knock Out Table

Vibratory hopper feeder

Cooler classifier

Sand blower

Demag 1 tonne pillar job crane complete with Morris electric chain hoist

Powder Burning Shop

2 Powder burning booths complete with steel workbenches, Arcmaker DR1600 welding set; Serial number: 53664 and pneumatic grinders

Torit DF-0-4-98 dust extraction unit (4 chamber) complete with integrated pulse control and PCME emission monitor
(Located Outside)

Chesterfield Crane 5 tonne double girder overhead travelling crane
Serial number: 02/0874

Avery Berkel L126 5000kg digital display platform weigh
scale
Serial number: 053837

NUMBER 1 SITE

Yard

Integrated Sand Systems model PC1 70 tonne "new" sand
silo and steel hopper (with the hopper mounted on a gantry fed from the silo on the other side of
reclamation plant)
Serial number: C602 (1995)

Omega Richards thermal sand reclamation plant
Serial number: MF11061
comprising:

Sand hopper and 2 x sand blowers

Chromite separator

Triple burner

2 x Cooler classifiers

Dust extraction unit complete with fan and associated pipework

Flue

Comron Engel Therm three fan air condensor (chiller plant)
(For sand plant)

2 x Donaldson Torit dust extraction units complete with fans and associated pipework

Comron ProFroid two fan air condensor (chiller plant)
(For thermal plant)

3 x 80 tonne capacity steel fabricated sand silos
(1 Reclaim Silo, 1 New Sand Silo and 1 Attritted Silo)

All associated controls, electrics, services and pipework for the plant

Foundry

DCE model UMA 152 05 dust extraction unit
Serial number: 102 784

Omega Spartan 8t/hr radial arm chromite sand mixer
Serial number: 554068

IMF 25t/hr articulated arm sand mixer
Serial number: 20/0215

Heavy duty powered mould transfer roller conveyor

Flood coating bath

Casting transfer car complete with associated rails

Vibratory mould knock out system including:

Shake out

Vibratory feeder

Hydraulic push out unit

Torit dust extraction unit and associated vacuum unit

All associated controls, electrics, services and pipework for the plant

IMF semi automatic moulding line comprising:

2 x 18 tonne steel fabricated sand silos
(1 Reclaim Silo and 1 New Sand Silo)
complete with dust extraction unit - mounted on mezzanine by top of silos

Chesterfield single girder 1 tonne crane complete with hoist and pendant control
Serial number: 01/0638

Ashland Advantage mixer, controls and gravity roller conveying

Hydraulic rollover unit and powered conveyor

Vibratory compaction table

Turnover mould manipulator complete with vibratory unit

Coater bath complete with burnoff

Overhead gantry complete with 3 x steel girders and 2 x 3000kg mould manipulators

4 x Transfer bogies (throughout line)

Cooling gravity roller conveying system

Hydraulic mould roller compactor and hydraulic mould rammer (Underneath Rollers)

All associated controls, electrics, services and pipework for the plant

Furnace Plant and Equipment including:

3 induction melting furnaces (500kg, 1500kg and 3000kg)

Inductotherm Powertrak 1750 R VIP

Inductotherm Powertrak 450 VIP

Water cooling pumps

Babcock 2000kva transformer
Serial number: 122538-1

Woden 800kva transformer and switchgear
Serial number: 861398 (1981)

Lindley Thomson 1000kva transformer
Serial number: C56225

Ellison switchgear associated with transformers

6 fan airblast horizontal chiller plant
(Located on a gantry outside)

Crane Scales

All associated controls, electrics, services and pipework for the plant

Chesterfield Crane 5 tonne single girder overhead travelling crane
Serial number: 4

Chesterfield Crane 12.5 tonne double girder overhead travelling crane

Chesterfield Crane 12.5 tonne double girder overhead travelling crane
Serial number: 04/4859

United Services 5 tonne double girder overhead travelling
crane (Ref 13)
Serial number: T4855

Allowance for Roper Ladles (throughout both sites)

Allowance for Mould Boxes (throughout both sites)

Coreshop

Chesterfield Crane 12.5 tonne double girder overhead travelling crane

2 x Welded steel vertical air receivers

6t/hr articulated arm core sand mixer

Omega 3t/hr radial arm chromite sand mixer

Street 6 tonne single girder overhead travelling crane
Serial number: 4430

Chesterfield 6 tonne overhead travelling crane
Serial number: 7

USF Tilghman Wheelabrator type MLK2500-3 8ft table shot blasting machine
Contract reference: 100234 (2002)

Torit 3 chamber dust extraction unit complete with fan and associated pipework
(Located Outside)

Avery Weightronic digital platform scales

2 x Burn off booths comprising:
2 x Arcmaker DR1600 welding sets
Arcmaker DR1400 welding set
Oxy Acetalene cutting equipment
Steel workbenches
Welding screens

Donaldson Torit Downflo dust extraction unit complete with fan and associated pipework
(Located Outside)

2 x Steel burn off booths complete with pneumatic roofs, Oxy Acetalene cutting equipment and steel workbenches

2 x Torit dust extraction units complete with fans and associated pipework
(Located Outside)

Top Hat annealing oven

Overhead scrap magnet

Chesterfield Crane 3 tonne single girder overhead travelling crane
Reference number: 8

Compressor House

Atlas Copco GA55C packaged screw air compressor
Serial number: AII 389980 (2004)

HPC Plusair CS76 packaged screw air compressor
Serial number: 1.7822.3/1038

HPC Plusair packaged screw air compressor
Year of Manufacture: 2012

Ecoair type D60 packaged rotary screw air compressor
Serial number: 1075089

Zander Ecosep SL30 oil and water separator

Drypoint RA1800 type 4017142 packaged compressed air refrigeration dryer complete with inline filters
Serial number: 12N003661/12 (2012)

Welded steel vertical air receiver
(located outside compressor house)

Yard

Gehl model 4640 Turbo E Series skid steer loader
Chassis number: GHL 04640G00312536

Genie model Z30/20 mobile boom lift

Harlequin 1400 bunded top outlet 1487 litre capacity diesel fuel tank

Laboratory

Spectro Analytical Instruments model LAVW18A Spectrolab spectrograph
Serial number: 4H/0149 (1998)
complete with PC, monitor and printer

Maintenance Department

Draper 16 speed bench mounted drill press
Serial number: 07110045

Qualters & Smith R2 radial arm drill

Colchester Master 6 1/2" lathe

Thermadyne Thermalarc DC arc welding set

First Floor Test Department

Lloyd Instruments model 1000R twin column bench top materials testing machine complete with 5KN probe
Serial number: 8388

Endecotts Octagon Digital sieve shaker

Ridsdale & Co Ltd sand analyser

Vecstar Ltd bench top oven

Salter Brecknell ESA 150g precision balance

Dietert Scrata mold quality indicator unit

The machinery and equipment included within this asset schedule includes all change parts, spares, drives, attachments, feed and delivery hoppers, level controls, supports, connections, control panels, PLCs, screens, manuals and instructions whether mentioned specifically or not.

SIGNED and delivered as a deed by NOEL
VILLAGE (STEEL FOUNDER) LIMITED acting
by two directors or by one director and the secretary:

Director
Signature
Name

[Redacted]
R J EDWARDS

Director/Secretary
Signature
Name

[Redacted]
S A COLLIER

EXECUTED as a deed by
E. JACKSON as attorney
for CLOSE INVOICE FINANCE
LIMITED in the presence of:

[Redacted]
Attorney for Close Invoice Finance Limited

Witness
Signature
Name
Occupation
Address

[Redacted]
CARE MASSENGLEY
CLOSE INVOICE FINANCE LTD
RIDGELAND HOUSE
165, DYKE ROAD
HOVE, EAST SUSSEX
BN3 1UY

EXECUTED as a deed by
E. JACKSON as attorney
for CLOSE BROTHERS LIMITED in
the presence of:

[Redacted]
Attorney for Close Brothers Limited

Witness
Signature
Name
Occupation
Address

[Redacted]
CARE MASSENGLEY

CLOSE INVOICE FINANCE LTD
RIDGELAND HOUSE
165, DYKE ROAD
HOVE, EAST SUSSEX
BN3 1UY