



Registration of a Charge

Company name: **COMPLETE AIRCRAFT TOOLING LIMITED**

Company number: **12000633**



X9XPONNM

Received for Electronic Filing: **05/02/2021**

Details of Charge

Date of creation: **19/01/2021**

Charge code: **1200 0633 0001**

Persons entitled: **CUBE BUSINESS SOLUTIONS LTD**

Brief description: **THE CF34-10E ENGINE WITH SERIAL NUMBER 424623 AND INCLUDING ALL APPLIANCES, PARTS, SPARE PARTS, COMPONENTS, INSTRUMENTS, ACCESSORIES AND OTHER EQUIPMENT OF ANY KIND INSTALLED IN THEM OR ON THEM, AND ANY AND ALL SUBSTITUTIONS, REPLACEMENTS, RENEWALS AND ADDITIONS HEREAFTER FROM TIME TO TIME MADE FOR, IN, OR TO THEM**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PORTER DODSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12000633

Charge code: 1200 0633 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th January 2021 and created by COMPLETE AIRCRAFT TOOLING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2021 .

Given at Companies House, Cardiff on 6th February 2021

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 19th January 2021

Mortgage of Chattels

Complete Aircraft Tooling Limited

— and —

Cube Business Solutions Ltd

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THIS CHATTEL MORTGAGE is made on 19th January 2021

PARTIES

- (1) **Complete Aircraft Tooling Limited** a company registered in England and Wales with registered number 12000633 and whose registered address is Centenary House Rydon Lane, Peninsula Park, Exeter, Devon, England, EX2 7XE (the **Borrower**), and
- (2) Cube Business Solutions Ltd a company registered in England and Wales with registered number 07214128 and whose registered address is Unit 1p Westpark 26, Chelston, Wellington, Somerset, TA21 9AD (the **Lender**)

BACKGROUND:

- (A) The Lender has agreed to make available to the Borrower a fixed term loan pursuant to, and in accordance with, the provisions of the Loan Agreement (as defined in clause 1.1).
- (B) It is a condition of the Lender making available funds to the Borrower under the Loan Agreement that the Borrower secure the payment obligations assumed by it under the Loan Agreement.
- (C) The Borrower has agreed to grant this Deed on the terms set out below.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Deed, unless the context otherwise specifies:

Chattels	means the equipment listed in the schedule,
Documents	means all logbooks, maintenance records, record books, manuals, handbooks, drawings, technical data and all other documents relating to the Chattels,
Default Rate	means 2% a year,
Expenses	means: <ol style="list-style-type: none">(a) the money and costs referred to in clause 5.2, and(b) the items of expenditure identified in clause 15.2,
Insured Risks	means fire, storm, lightning, earthquake, explosion, aircraft, riot, civil commotion, malicious damage, terrorism, aircraft and other aerial devices or articles dropped from aircraft, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes and damage by, or resulting from, vehicular or other impact and such other risks as the Lender may reasonably require including demolition and site

clearance, costs and expenses, architects, surveyors and other professional fees and all other incidental expenses,

Loan Agreement means the loan agreement dated on or about the date of this Deed and entered into by (1) the Borrower as borrower and (2) the Lender as lender whereby the Lender agrees to grant a loan to the Borrower;

Mortgaged Property means the Chattels and all other rights, assets and property from time to time charged to the Lender under clause 2,

Secured Sums means all money and liabilities whether certain or contingent from time to time due, owing or incurred by the Borrower to the Lender under, or in connection with, the Loan Agreement together with the Expenses,

1.2 references to **insurances** are references to all contracts and policies of insurance or indemnity taken out by, or on behalf of, the Borrower, or to the extent of its interest, in which the Borrower has an interest such as are referred to in clause 4.1,

1.3 references to **permitted security interests** are references to:

1.3.1 security granted pursuant to this Deed,

1.3.2 retention of title agreements in relation to the supply of goods to the Borrower entered into in the ordinary course of the Borrower's business relating to the unpaid purchase price for the relevant goods by the Borrower to the extent that such agreements constitute security,

1.3.3 any security interest granted or permitted in accordance with the provisions of the Loan Agreement, and

1.3.4 any other security interest permitted from time to time by the Lender,

1.4 references to a **receiver** are references to an administrative receiver, receiver and manager or other receiver appointed in respect of the Mortgaged Property under this Deed,

1.5 references to a **security interest** are references to any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security or arrangement or agreement of any kind or any right, including any 'hold-back' or 'flawed asset' arrangement conferring a priority of payment, and

1.6 references to the **winding-up** of a person also include the amalgamation, reconstruction, reorganisation, dissolution, liquidation, merger or consolidation of that person, and any equivalent or analogous procedure under the law of any jurisdiction, and a reference to the commencement of any of the foregoing includes a reference to the presentation of a petition to a court of competent jurisdiction or the passing of a valid resolution for, or with a view to, any of the foregoing.

1.7 In this Deed:

- 1.7.1 the contents page and clause headings are included for convenience only and do not affect the construction of this Deed,
- 1.7.2 words denoting the singular include the plural and vice versa, and
- 1.7.3 words denoting one gender include all genders.
- 1.8 In this Deed, unless the context otherwise requires or unless otherwise expressly provided:
 - 1.8.1 references to persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, and trusts, in each case whether or not having a separate legal personality,
 - 1.8.2 references to documents, instruments and agreements, including, without limitation, this Deed and any document referred to in this Deed, are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time,
 - 1.8.3 references to an authorisation include references to an authorisation, consent, approval, resolution, licence, exemption, filing and registration,
 - 1.8.4 references to a party to this Deed include references to its successors, transferees and assigns,
 - 1.8.5 references to clauses and schedules are references to clauses of, and schedules to, this Deed, and references to this Deed include its schedules,
 - 1.8.6 references to paragraphs, unless otherwise expressly provided, are references to paragraphs of the schedule in which the references appear,
 - 1.8.7 subject to clause 8.5, references to statutory provisions are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute, and
 - 1.8.8 references to a **company** include references to any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.9 Save as otherwise defined in this Deed, terms used in this Deed shall bear the same respective meanings as ascribed to them in the Loan Agreement.
- 1.10 This Deed together with the Loan Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

2 Charging provisions

The Borrower, with full title guarantee, charges in favour of the Lender as a continuing security for the payment and discharge of the Secured Sums by way of first mortgage:

- 2.1 the Chattels and the Documents,

- 2.2 without prejudice to clause 3.3, the benefit of all contracts and agreements, including all conditions and warranties, entered into at any time relating to the title, merchantable quality, fitness for purpose, description, condition, operation, use, servicing, maintenance or repair of the Chattels,
- 2.3 the full benefit of all insurances from time to time in force in relation to the Mortgaged Property, and
- 2.4 any money payable to the Borrower for, or in connection with, a disposal by way of sale or otherwise of the Chattels, including any deposit, sum on account or instalment.

3 General undertakings

- 3.1 The undertakings contained in this clause and clause 4, and the general negative undertakings contained in clause 6 are to remain in full force and effect from the date of this Deed and for so long as the Secured Sums remain outstanding under the Loan Agreement.
- 3.2 The Borrower must:
 - 3.2.1 keep the Chattels in a reasonable state of repair and in reasonable and appropriate working order and condition,
 - 3.2.2 renew, service and overhaul the Chattels as necessary, and
 - 3.2.3 comply with all relevant legal requirements necessary for the operation of the Chattels.
- 3.3 In case of any defect in the title, merchantable quality, fitness for purpose or condition or any parts or equipment supplied for incorporation in or attachment to the Chattels, whether such terms are contractual or statutory, and, notwithstanding clause 2.2, the Borrower must diligently prosecute all available claims in respect of the defect or failure against the supplier, manufacturer or other person liable in respect of it.
- 3.4 The Borrower must maintain all logbooks, manuals, technical data and other materials and documents required to be maintained on or with respect to the Chattels by specific contracts, normal trade practice or by law.
- 3.5 The Borrower must, subject to any health and safety or other regulatory requirements, use reasonable endeavours to grant the Lender and its representatives and agents a licence to enter the premises where any of the Chattels or the Documents are kept or believed to be kept for the purposes of inspection.
- 3.6 The Borrower must ensure that all services, replacements, inspections, maintenance, repairs, overhauls, tests improvements and modifications to be made or carried out to, or on, the Chattels are made or carried out by properly qualified personnel.
- 3.7 The Borrower must ensure that any replacements, modifications, renewals and additions to the Chattels are free of any security interest.
- 3.8 The Borrower must furnish the Lender with reasonable information regarding the Chattels and their location, use, operation, engagement and condition, including any material alterations, modifications and additions to them and any proposed sale of them, as the Lender may from time to time request.

- 3.9 Immediately upon receipt from any third party of any notice, or other matter whatsoever affecting or likely to affect the Mortgaged Property, the Borrower must:
- 3.9.1 give full particulars of it to the Lender,
 - 3.9.2 if required, produce it to the Lender,
 - 3.9.3 at the cost of the Borrower, either promptly comply with it or at the request of the Lender make or join with the Lender in making any objections or representations against or in respect of it that the Lender deems expedient.
- 3.10 The Borrower must promptly give written notice to the Lender of any material damage to any material item comprised within the Mortgaged Property.

4 Insurance undertakings

- 4.1 The Borrower must effect and maintain insurance in respect of the Mortgaged Property covering the Insured Risks, and for an amount not less than the Borrower's reasonable assessment of the value of the Mortgaged Property.
- 4.2 The Borrower must use reasonable endeavour to procure the noting of the Lender's intended interest on each policy of insurance.
- 4.3 The Borrower must ensure that each policy includes a requirement on the part of the insurers to notify the Lender of any material change to the policy or reduction of cover.
- 4.4 The Borrower must not do or omit to do or permit or suffer to be done or omitted to be done, anything that might render any insurance void, voidable or unenforceable.
- 4.5 The Borrower must, on demand, deposit with the Lender all policies of insurance and the related premium receipts.
- 4.6 The Borrower must cause any money received from any policies of insurance to be paid to the Lender, up to a sum equal to the aggregate sums owed to the Lender. If any such money is received by the Borrower, the Borrower must immediately pay it to the Lender and until payment hold it on trust for the Lender, to be applied, at the option of the Lender either towards making good the loss or damage in respect of which the money was received or towards the discharge of the Secured Sums, which for this purpose are to be deemed to have become due and payable immediately following execution of this Deed.
- 4.7 Upon the written request of the Lender, the Borrower must produce to the Lender evidence satisfactory to the Lender of the effecting of the required insurances and evidence that they remain in force.
- 4.8 If at any time the Chattels are not insured in accordance with the provisions of this clause 4, or if the Borrower fails to produce any such evidence as aforesaid, the Lender may, but need not, insure the Chattels at the expense of the Borrower and keep them so insured during the continuance of this security. The Borrower must indemnify the Lender against any money expended by the Lender for that purpose and the money is to be secured by the security created by clause 2.1.
- 4.9 The Borrower must not:

- 4.9.1 use the Chattels or allow them to be used for any purpose not permitted by the terms or conditions of any policy of insurance for the time being relating to them, or
- 4.9.2 do or omit to do, or allow to be done or omitted, any act or thing by which any policy of insurance relating to them may be invalidated.

5 Curing non-performance

- 5.1 If the Borrower fails to observe or perform the provisions of this Deed, the Lender shall give not less than 28 days written notice to the Borrower requiring the Borrower to remedy the defect. If the Borrower fails to remedy the defect within the cure period, to the reasonable satisfaction of the Lender, the Lender may do all reasonable acts and things necessary to secure the observance or performance of it without thereby becoming liable as a mortgagee in possession.
- 5.2 All money expended and all costs reasonably and properly incurred by the Lender in carrying out any of its discretions or powers referred to in clause 5.1 will be recoverable from the Borrower.

6 General negative undertakings

- 6.1 The Borrower must not, without the prior written consent of the Lender, enter into or commence any winding-up and must not take any action that may prejudice its corporate existence and the right to carry on its business and operations.
- 6.2 Subject at all times to the provisions of clause 6 of the Loan Agreement, the Borrower must not, without the prior written consent of the Lender (such consent not to be unreasonably withheld, delayed or conditioned):
 - 6.2.1 purport to sell the Mortgaged Property, offer it for sale, transfer or assign it,
 - 6.2.2 create, or attempt to create or permit to exist, any security interest, save for permitted security interests, upon the Mortgaged Property, including any security interest on land to which the Chattels may be fixed,
 - 6.2.3 lease, let, hire or license the Chattels, or permit any lease, letting, hiring, conditional sale or hire purchase agreement to exist in respect of them,
 - 6.2.4 allow, perform or consent to any act or omission to act which would or might cause the Chattels to be forfeited under any applicable law or which might jeopardise the Chattels, or
 - 6.2.5 allow the Chattels to be used in any trade or business contrary to any applicable law.

7 Security to become enforceable

- 7.1 The security constituted by this Deed will become enforceable at any time after the Lender has demanded payment of the Secured Sums, and immediately thereafter the Lender may, in respect of the Mortgaged Property, exercise the power of sale conferred upon mortgagees by the Law of Property Act 1925 section 101 without the restrictions imposed by section 103 of that Act as to the giving of notice or otherwise.

- 7.2 The Borrower grants to the Lender and to any receiver the right to enter without notice upon any land or premises now owned or occupied, or within 80 years of the date of this Deed acquired, by the Borrower upon which the Mortgaged Property is from time to time situated, whether fixed to the land or not, for the purposes of exercising the Lender's power of sale under this Deed.

8 Appointment and removal of a receiver and his powers

- 8.1 Upon this security becoming enforceable, or at any time if so requested by the Borrower, the Lender may, subject to statutory restrictions, appoint any person or persons as receiver or receivers.
- 8.2 The Lender may:
- 8.2.1 remove any receiver previously appointed under this Deed, and
 - 8.2.2 appoint any person or persons as receiver or receivers either in the place of a receiver so removed or who has otherwise ceased to act or to act jointly with a receiver or receivers previously appointed.
- 8.3 If at any time any two or more persons hold the office as receivers, each such receiver may, unless the contrary is stated in any instrument appointing him, exercise all the powers and discretions conferred on receivers individually by this Deed, to the exclusion of the other or others of them.
- 8.4 Every appointment or removal of a receiver and every delegation, appointment or removal by the Lender in the exercise of any right to delegate its powers or to remove delegates contained in this Deed, may be made either by deed or by instrument in writing under the hand of any duly authorised officer of the Lender or any person so authorised in writing in that behalf by any such officer.
- 8.5 Until his removal, a receiver appointed in accordance with the foregoing provisions of this clause 8 is to have the powers conferred on receivers by the Law of Property Act 1925 section 109 and on administrative receivers by schedule 1 to the Insolvency Act 1986, both as in force at the date of this Deed, and in addition may, either in his own name or in the name of the Borrower:
- 8.5.1 carry on, manage or concur in carrying on or managing the business of the Borrower as he reasonably thinks fit in so far as it relates to the Mortgaged Property including, without limitation, power to perform, repudiate, rescind or vary any contracts or agreements,
 - 8.5.2 sell, let, lease, hire, license the Chattels, enter into hire purchase agreements regarding them or concur in selling, letting, leasing, hiring or licensing them or entering into hire purchase agreements in respect of them, and carry the same into effect in such manner as he thinks fit, whether or not in the name of the Borrower,
 - 8.5.3 repair, insure, protect, improve or replace the Chattels,
 - 8.5.4 appoint, employ or dismiss managers, officers, contractors or agents,

- 8.5.5 have access to, and make use of, the premises, plant and equipment and accounting and other records of the Borrower and the services of its staff for the above purposes,
 - 8.5.6 do all other acts and things which he may consider desirable or necessary for realising the Mortgaged Property or incidental or conducive to the rights, powers or discretions conferred on a receiver under or by virtue of this Deed, and
 - 8.5.7 exercise in relation to the Mortgaged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of it.
- 8.6 If there is any ambiguity or conflict between the powers conferred on a receiver by this clause 8 and by the Law of Property Act 1925 or by Schedule 1 of the Insolvency Act 1986, the powers conferred by this clause 8 are to prevail.

9 Appropriation and application

- 9.1 All money received by the Lender or a receiver must be applied in the following order:
- 9.1.1 in payment of the remuneration of the receiver and the costs of realisation including all costs and expenses of, or incidental to, any exercise of any power conferred by this Deed,
 - 9.1.2 when so required, in or towards satisfaction of the Secured Sums in such order as to principal, interest or the Expenses as the Lender, or the receiver in his absolute discretion, determines,
- and the surplus, if any, must be paid to the Borrower or such other person as may be entitled to it.
- 9.2 Clause 9.1 is to take effect as and by way of variation and extension of sections 99 to 109 inclusive of the Law of Property Act 1925, which as so varied and extended are to be regarded as incorporated in this Deed.

10 Responsibility for receiver

- 10.1 At all times and for all purposes, a receiver is to be deemed to be the agent of the Borrower, and the Borrower, to the exclusion of the Lender, is to be solely responsible for his acts or defaults.
- 10.2 A receiver is to be entitled to remuneration for his services and the services of his firm appropriate to the work and responsibility involved upon the basis of charging from time to time adopted by him or his firm and without being limited by the maximum rate specified in section 109(6) of the Law of Property Act 1925.
- 10.3 From time to time, the Lender may, within the parameters referred to in clause 10.2, fix the remuneration of any receiver and direct that such remuneration be paid from money accruing to the receiver in the exercise of his powers as receiver, but the Borrower alone is to be liable for the payment of such remuneration.

11 Powers of the Lender and a receiver

- 11.1 All the powers, authorities and discretions conferred by this Deed on a receiver may be exercised by the Lender in relation to the Mortgaged Property without first appointing a receiver or notwithstanding the appointment of a receiver.
- 11.2 The powers in relation to the Mortgaged Property conferred by this Deed on the Lender or on a receiver are to be in addition to, and not in substitution for, the powers conferred on mortgagees or receivers under the Law of Property Act 1925 and the Insolvency Act 1986.

12 Protection for third party purchasers

- 12.1 No person dealing with the Lender or with a receiver or with any delegate need concerned to enquire whether any event has happened upon which any of the powers, authorities and discretions conferred by or pursuant to this Deed in relation to the Mortgaged Property is or may be exercisable by the Lender, the receiver or delegate, or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers, and all the protection to purchasers contained in the Law of Property Act 1925 sections 104 and 107 is to apply to any person purchasing from, or dealing with, the Lender or the receiver or delegate in like manner as if the statutory powers of sale and of appointing a receiver in relation to the Mortgaged Property had not been varied or extended by this Deed.
- 12.2 The powers conferred by the Law of Property Act 1925 section 101, as varied and extended by this Deed are to be deemed to have arisen immediately on the execution of this Deed.

13 Indemnities and expenses

- 13.1 The Borrower must indemnify the Lender, any receiver and any manager, agent, officer or employee for whose liability, acts or omissions the Lender or a receiver may be answerable, and keep them indemnified, from and against all reasonable, direct and foreseeable liabilities, costs, charges, losses and expenses suffered or incurred by them arising from or as a result of:
 - 13.1.1 the proper exercise of any powers, authorities or discretions vested in any of them pursuant,
 - 13.1.2 the enforcement of this Deed, or
 - 13.1.3 any action, claim or proceeding relating to any of the above,except to the extent that the same results from the negligence or wilful default of the Lender, a receiver or such manager, agent, officer or employee.
- 13.2 The Borrower must pay to the Lender the following items of expenditure:
 - 13.2.1 all reasonable and properly incurred expenses including legal and out-of-pocket expenses incurred by the Lender in connection with granting of any waiver, approval, consent, confirmation or release under, or in respect of, this Deed,

13.2.2 all reasonable expenses, including legal and out of pocket expenses, properly incurred by the Lender:

- (a) in contemplation of, or otherwise in connection with, the enforcement of any rights or exercise of any powers under this Deed or in investigating any possible breach by the Borrower of this Deed, or
- (b) in respect of any proceedings, legal or otherwise, involving the Lender in connection with this Deed or the Mortgaged Property, whether such proceedings are brought by the Borrower or a third party,

together with interest at the Default Rate from the date such expenses were incurred to the date of payment, as well after as before judgment.

- 13.3 If any sums that are payable by the Borrower but have not been paid by the Borrower are paid by the Lender or a receiver, they must be repaid by the Borrower together with interest at the Default Rate from the time of their being paid or incurred by the Lender or a receiver to the time that payment is made in full by the Borrower, as well after as before judgment or demand for them.

14 Miscellaneous

- 14.1 This Deed is to be a continuing security to the Lender notwithstanding any intermediate payment or settlement of account or any other matter whatever.
- 14.2 Once all the Secured Sums have been discharged in full then the Lender must, at the request and cost of the Borrower, execute and do all such deeds, acts and things as may be necessary to release the Mortgaged Property from the mortgages and charges constituted by clause 2.
- 14.3 The Lender and a receiver may redeem any prior security interest and may settle and prove the accounts of the encumbrancer of that prior security interest, and accounts so settled and proved are to be conclusive and binding on the Borrower and the money so paid is to be a receivership expense and be secured by this Deed.
- 14.4 The Lender shall act in good faith towards the Borrower in the exercise of any rights, powers and discretions pursuant to the terms of the Loan Agreement and this Deed.
- 14.5 This Deed may be executed in any number of counterparts and this is to have the same effect as if the signatures on the separate counterparts were on a single copy of this Deed.
- 14.6 The restriction on consolidation of mortgages contained in section 93 of the Act is not to apply to this security.
- 14.7 The rights of the Lender under this Deed:
- 14.7.1 may be exercised as often as necessary, and
 - 14.7.2 may be waived only in writing and specifically.

15 Severability

If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that is not to affect:

- 15.1 the validity or enforceability in that jurisdiction of any other provision of this Deed, or
- 15.2 the validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

16 Notices

- 16.1 Except as otherwise stated in this Deed, all demands, notices or other communications (**notices**) under this Deed to either party must be made by letter or email and will be deemed to be duly given or made:

- 16.1.1 when delivered to the relevant party, in the case of a letter delivered personally,
- 16.1.2 two days after being put in the first class post postage prepaid, in the case of post, or
- 16.1.3 upon transmission, in the case of a notice or communication sent by email.

- 16.2 The Lender's address for notices as at the date of this Deed is: Unit 1p Westpark 26, Chelston, Wellington, Somerset, TA21 9AD

- 16.3 The Borrower's address and email address for notices as at the date of this Deed are:

Post: Unit 1 Exeter International Office Park, Clyst Honiton, Exeter, EX5 2HL.

Email: matthewl@jmc-grouppltd.co.uk

- 16.4 A notice received on a non-working day or after business hours in the place of receipt shall be deemed to be served on the next following working day in that place.

17 Law and jurisdiction

- 17.1 This Deed is to be governed by and construed in all respects in accordance with the laws of England.

- 17.2 The parties irrevocably agree that the courts of England are have jurisdiction to settle any dispute that may arise out of, or in connection with, this Deed and that, accordingly, any suit, action or proceedings (together in this clause referred to as **proceedings**) arising out of, or in connection with, this Deed may be brought in such courts. The parties further agree not to initiate any proceedings against each other in any jurisdiction other than the courts of England.

- 17.3 Each of the parties:

17.3.1 irrevocably waives any objection it may have at any time to the courts of England being nominated as the forum to hear any proceedings,

17.3.2 waives any claim it may have now or hereafter that any such proceedings have been brought in any inconvenient forum, and

17.3.3 irrevocably agrees that a judgment in any proceedings brought in the English courts is to be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

This agreement has been entered into as a deed on the date stated at the beginning of it.

THE SCHEDULE
THE CHATTELS

The CF34-10E engine with serial number 424623 and

including all appliances, parts, spare parts, components, instruments, accessories and other equipment of any kind installed in them or on them, and any and all substitutions, replacements, renewals and additions hereafter from time to time made for, in, or to them.

Executed as a deed by Complete Aircraft Tooling Limited, acting by a director in the presence of:


.....

W Signature

I


T Name

N Address

E

S

S Occupation


.....

MATTHEW LAINE

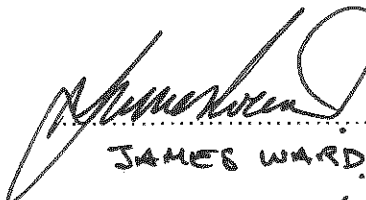
SUNNYSIDE COTTAGE

ASHILL, CULLOMPTON

DEVON, EX5 2HL

ACCOUNTANT

Executed as a deed by Cube Business Solutions Ltd, acting by a director in the presence of:


.....
JAMES WARD

W Signature

I

T Name

N Address

E

S

S Occupation


.....

MARK MITCHELL

24 DOUBT CLOSE, TAVANTON

TA1 4NY

MARKETING