

MR01

Particulars of a charge

129939/23



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

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

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

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

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



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

WEDNESDAY



A629NUJ5
A31 15/03/2017 #19
COMPANIES HOUSE

1 Company details

Company number 00467731

Company name in full Chippindale Plant Limited

14 For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/03/2017

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Peter Gordon Chippindale as Trustee of the Chippindale Plant Ltd
No 3 Retirement Benefit Scheme

Name Ruth Ann Chippindale as Trustee of the Chippindale Plant Ltd
No 3 Retirement Benefit Scheme

Name Nigel Paul Chippindale as Trustee of the Chippindale Plant Ltd
No 3 Retirement Benefit Scheme

Name Joy Chippindale as Trustee of the Chippindale Plant Ltd No 3
Retirement Benefit Scheme

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

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

X

This form must be signed by a person with an interest in the charge

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	STEPHEN WILLEY
Company name	BUCKLE BARTON PENSIONER
	TRUSTEES LIMITED
Address	SANDERSON HOUSE
	STATION ROAD
	HORSFORTH
Post town	LEEDS
County/Region	YORKSHIRE
Postcode	L S 1 8 5 N T
Country	ENGLAND
DX	
Telephone	0113 2588216



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 467731

Charge code: 0046 7731 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2017 and created by CHIPPINDALE PLANT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th March 2017.

P

Given at Companies House, Cardiff on 22nd March 2017.



Companies House



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

THIS LEGAL CHARGE is made on the 01 MARCH 2017 between **CHIPPINDALE PLANT LIMITED** (Company Registration Number 00467731) whose registered office is situated at Prima House, Ring Road, Lower Wortley, Leeds, LS12 5PX ("the Mortgagor") of the one part and between **PETER GORDON CHIPPINDALE** and **RUTH ANN CHIPPINDALE** both of Norwood, 32 Rupert Road, Middleton, Ilkley, LS29 0AQ and **NIGEL PAUL CHIPPINDALE** and **JOY CHIPPINDALE** both of Farfield House, Morton Lane, East Morton, Keighley, BD20 5RP and **BUCKLE BARTON PENSIONER TRUSTEES LIMITED** of Sanderson House, Station Road, Horsforth, Leeds, LS18 5NT the Trustees of the **CHIPPINDALE PLANT LIMITED NO 3 RETIREMENT BENEFIT SCHEME** ("the Trustees") of the other part.

DEFINITIONS

1. In this Deed the following terms shall have the following meanings:-

"Property" means the Motor Vehicles, Plant and Office Machinery and Equipment listed on Schedule 1

"Indebtedness" means the Loan, interest on it and all other money owing under this Deed and any document supplemental to it.

"Loan" means the Loan of Five Hundred Thousand Pounds (£500,000) made by the Trustees to the Mortgagor as per the Loan Agreement dated 01 March 2017, a copy of which is appended to this document.

"Payment Date" means the 01 March 2022

"Rate of Interest" means the rate stipulated by the Loan Agreement.

"Clause" and
"Schedule" means respectively clauses or schedules in this Deed unless the context shows a contrary meaning.

RECEIPTS

2. The Mortgagor acknowledges the receipt of the Loan on the 01 March 2017 lent to it by the Trustees.

PAYMENT OF PRINCIPAL AND INTEREST

3.1 For as long as the powers of sale and appointing a receiver under this Deed have not become exercisable the Mortgagor shall repay the Loan to the Trustees on or before the Payment Date by five equal instalments of £100,000 payable on each of the five anniversaries of the advance of the Loan.

BUCKLE BARTON LIMITED
SANDERSON HOUSE
STATION ROAD
HORSFORTH
LEEDS
LS18 5NT

I CERTIFY THIS AS A TRUE
COPY OF THE ORIGINAL

Signed: *[Signature]*

Name: Jill Hill

Qualification: AAT

Date: 13/3/17

- 3.2 The Mortgagor shall pay to the Trustees in arrears on the anniversary of the Loan interest on the indebtedness calculated on a day to day basis at the Rate of Interest.

CHARGE OF PROPERTY

4. The Mortgagor as beneficial owner charges and assigns the Property to the Trustees as security for the Indebtedness.

RECONVEYANCE

5. If at any time the Mortgagor pays the Indebtedness to the Trustees in full the Trustees shall at the request and cost of the Mortgagor re-assign the Property to the Mortgagor or as it directs.

POWER OF SALE

6. If the Indebtedness is not repaid the Trustees may at any time without giving any notice to the Mortgagor sell or deal in any other way with the Property and apply the proceeds of sale.
- 6.1 first in payment of the costs of the sale;
- 6.2 second in the payment of any costs incurred by them in connection with the mortgage by the Mortgagor of the Property;
- 6.3 third in the payment of interest on the principal sum or the balance of it for the time being remaining unpaid down to the date of the sale;
- 6.4 fourth in the repayment to themselves of the principal sum or the balance of it remaining unpaid and;
- 6.5 finally any balance shall be paid to the Mortgagor.

BORROWERS DEFAULT

- 7.1 If the Mortgagor fails to perform or observe any of its obligations under this Deed the Trustees shall be entitled but not obliged to take such steps as they think fit in or towards making good the Mortgagor's default without becoming liable as mortgagee in possession and for that purpose to enter upon the premises where the property is situated.
- 7.2 All money paid by the Trustees in the exercise of their rights under this deed shall be money properly paid by them and the Mortgagor shall pay them to the Trustees on demand with interest at the Rate of Interest from the date of payment by the Trustees until the date of payment by the Mortgagor.

	ITEM	SERIAL	DESCRIPTION				NBV
RBS	H1913	6887/1	Water Bowser 250g Rd Tow	10/08/1997	1,120 00	784 00	336.00
RBS	H1956	1234	Fuel Bowser 300g, Road Tow	30/03/1998	2,100.00	1,600 00	500 00
RBS	H1957	1235	Fuel Bowser 300g, Road Tow	30/03/1998	2,100 00	1,600 00	500.00
RBS	H2009	CHIP-3457	Fuel Bowser 300g, Road Tow	04/07/1998	2,100 00	1,600 00	500 00
RBS	H2021	28241	Fuel Bowser 300g, Road Tow	11/09/1998	2,100 00	1,600 00	500 00
RBS	H2123	7891/2	Water Bowser 250g Rd Tow	28/07/1999	1,150.00	805 00	345 00
RBS	H2212	822416	Forklift 4wd	19/05/2000	18,500 00	12,500 00	6,000 00
RBS	H2232	822475	Forklift 4wd	21/08/2000	18,500 00	12,500 00	6,000 00
RBS	H2253	40153Y	Diaphragm Pump 2" Diesel	03/10/2000	1,252 50	1,152.50	100.00
RBS	H2254	41153Y	Diaphragm Pump 2" Diesel	03/11/2000	1,252 50	1,152 50	100 00
RBS	H2309	SDR872	Trailer Single Drum Roller	16/05/2001	550 00	440 00	110 00
RBS	H2332	SK3461	Forktruck Tipping Skip 1 5cu m	30/07/2001	330 00	325 00	5 00
RBS	H2333	SK3462	Forktruck Tipping Skip 1 5cu m	30/07/2001	330 00	325.00	5 00
RBS	H2334	SK3463	Forktruck Tipping Skip 1 5cu m	30/07/2001	330 00	325 00	5 00
RBS	H2336	SK3465	Forktruck Tipping Skip 1 5cu m	30/07/2001	330 00	325 00	5 00
RBS	H2340	SK3497	Forktruck Tipping Skip 1 5cu.m	30/07/2001	330 00	325 00	5 00
RBS	H2358	SDR884	Trailer Single Drum Roller	16/01/2002	550 00	440 00	110 00
RBS	H2426	AIP397935	Compressor Single Tool	17/06/2002	3,550 00	2,820 71	729 29
RBS	H2427	AIP397918	Compressor Single Tool	17/06/2002	3,550.00	2,820.71	729.29
RBS	H2428	AIP397927	Compressor Single Tool	17/06/2002	3,550 00	2,820.71	729 29
RBS	H2445	320004002670	Industrial/workshop Forklift	01/05/2002	8,499 71	7,649.74	849.97
RBS	H2449	101100705547	Walk-behind D/drum Roller 65cm	26/09/2002	5,450 00	3,815 00	1,635.00
RBS	H2503	2730	Fuel Bowser 250g Road Tow	18/12/2002	1,765 00	1,235.50	529.50
RBS	H2506	2731	Fuel Bowser 250g Road Tow	19/12/2002	1,765 00	1,235 50	529 50
RBS	H2507	2734	Fuel Bowser 250g Road Tow	02/01/2003	1,765.00	1,235.50	529 50
RBS	H2510	2735	Fuel Bowser 500g Road Tow	01/01/2003	2,520.00	1,764 00	756 00
RBS	H2511	2736	Fuel Bowser 500g Road Tow	01/01/2003	2,520 00	1,764 00	756 00
RBS	H2512	2737	Fuel Bowser 500g Road Tow	01/01/2003	2,520 00	1,764 00	756 00
RBS	H2513	2738	Fuel Bowser 500g Road Tow	01/01/2003	2,520.00	2,020 00	500 00
RBS	H2514	2739	Fuel Bowser 500g Road Tow	01/01/2003	2,520.00	1,764 00	756 00
RBS	H2517	2742	Pressure Washer Bowser 250G	17/01/2003	1,200.00	1,200 00	0.00
RBS	H2518	2743	Water Bowser 250g Road Tow	17/01/2003	1,200 00	840 00	360 00
RBS	H2519	2744	Water Bowser 250g Road Tow	17/01/2003	1,200 00	840 00	360 00
RBS	H2521	2746	Water Bowser 250g Road Tow	17/01/2003	1,200 00	840.00	360 00
RBS	H2577	A2730	Dumper 9t c/w road lights	14/04/2003	19,750 00	15,250.00	4,500 00
RBS	H2609	36413	Fuel Bowser 250g Road Tow	30/06/2003	1,000 00	700 00	300 00
RBS	H2612	36061	Fuel Bowser 250g Road Tow	30/06/2003	1,000 00	683 33	316 67
RBS	H2631	37283030032	Welder 100/200 Amp	18/09/2003	2,200 00	2,200.00	0 00
RBS	H2634	30429248	Compressor Single Tool	04/07/2003	3,500 00	2,770.42	729 58
RBS	H2654	KSL012400	Breaker Two-stroke Petrol	13/02/2004	1,800.00	1,620.00	180 00
RBS	H5508		Industrial/workshop Forklift	01/05/2002	5,250.00	2,415.12	2,834 88
RBS	H5721		Industrial/workshop Forklift	01/05/2002	4,000 00	1,506 71	2,493 29
RBS	h9015	BB250036	Fuel Bowser 250g Site Tow	01/05/2002	748 95	524 26	224 69
RBS	H9063	ATHD0015	Breaker Light	01/05/2002	166.35	161 35	5.00
RBS	H9382	CM860007	Mixer 8/6 Electric Start	04/12/2000	1,640 91	1,312.73	328.18
	H4367	B2247	Dumper Swivel Skip 6t	01/07/2007	8,000.00	3,500.00	4,500.00
	H2744	A5350	Dumper 9t IM c/w Road lights	09/09/2004	20,550 00	16,050.00	4,500 00
	H2759	A5486	Dumper 3t	07/10/2004	10,404 00	7,904 00	2,500 00
	H2765	A5618	Dumper 2t	11/10/2004	8,688 00	6,132 28	2,555 72
	H2868	A6214	Dumper Swivel Skip 3t	13/01/2005	10,404.00	7,904.00	2,500.00
	H2877	3384	Fuel Bowser 500g Road Tow	24/01/2005	2,684 00	1,878.80	805 20
	H2878	3385	Fuel Bowser 500g Road Tow	24/01/2005	2,684 00	1,878.80	805 20
	H2911	101620231440	Single Drum Roller 500kg	25/02/2005	3,650.00	2,442.01	1,207 99
	H2912	101620231441	Single Drum Roller 500kg	25/02/2005	3,650.00	2,737.50	912 50
	H2916	A6102	Dumper Swivel Skip 3t	15/01/2005	10,404.00	7,904.00	2,500.00
	H2959	A1067	Dumper 6t	11/04/2005	7,600 00	3,600.00	4,000.00
	H3001	AIP498942	Compressor Single Tool	06/05/2005	3,300.00	2,569 25	730 75
	H3002	AIP498930	Compressor Single Tool	06/05/2005	3,300 00	2,569 25	730 75
	H3034	A7798	Dumper Swivel Skip 3t	10/08/2005	10,991.00	8,491.00	2,500.00
	H3047	50509197	Compressor Single Tool	19/09/2004	3,330.00	2,599.43	730 57
	H3057	50509191	Compressor Single Tool	28/09/2005	3,330.00	1,449.80	1,880.20
	H3063	50520544	Compressor Single Tool	13/10/2005	3,330.00	2,599 43	730 57
	H3068	3727	Pressure Washer Bowser 250g	18/01/2005	3,200.00	2,560 00	640 00
	H3069	3728	Water Bowser 250g Road Tow	18/01/2005	3,200.00	2,560.00	640 00
	H3072	6000	Wood Chipper 7 5" - 19cm	09/11/2005	13,000 00	10,400.00	2,600.00
	H3077	425107	Multisweep/collector 2m Wide	02/12/2005	3,350.00	2,749 79	600 21
	H3078	3752	Fuel Bowser 250g Road Tow	06/12/2005	1,850 00	1,295 00	555 00
	H3079	3753	Fuel Bowser 250g Road Tow	06/12/2005	1,850.00	1,295 00	555 00

H3081	3755	Fuel Bowser 250g Road Tow	06/12/2005	1,850 00	1,295 00	555 00
H3082	3756	Fuel Bowser 250g Static	06/12/2005	1,850 00	1,295 00	555 00
H3083	3757	Fuel Bowser 250g Road Tow	06/12/2005	1,850 00	1,295 00	555 00
H3109	529611143	Skid Steer Loader 600kg	10/02/2006	13,573 00	9,573 00	4,000.00
H3115	A8828	Dumper 3t	06/01/2006	9,500 00	7,000 00	2,500 00
H3234	B0550	Dumper 6t	04/07/2006	14,414.00	10,414 00	4,000.00
H3235	B0547	Dumper 6t	04/07/2006	14,414 00	10,414 00	4,000 00
H3240	A4450	Dumper 6t	24/07/2006	10,500.00	6,500 00	4,000 00
H3251	633512	Industrial/workshop Forklift	24/07/2006	4,500 00	3,600 00	900 00
H3252	633487	Industrial/workshop Forklift	24/07/2006	4,500 00	3,600 00	900 00
H3280	0823944	Forklift 4wd	01/06/2004	13,000 00	7,000 00	6,000 00
H3296	60557189	Compressor Single Tool	09/05/2006	3,900 00	3,090 75	809 25
H3298	425207	Multisweep/collector 2m Wide	24/11/2006	3,440 00	2,823 67	616 33
H3318	101460426672	Roller D/drum Ride-on 80cm	07/12/2006	9,981.00	6,441 66	3,539 34
H3319	101460426673	Roller D/drum Ride-on 80cm	07/12/2006	9,981 00	6,441 66	3,539 34
H3328	B2053	Dumper 9t	18/12/2006	20,612 00	16,112 00	4,500 00
H3332	B1814	Dumper 9t	13/12/2006	19,362 00	14,862.00	4,500 00
H3335	302312	Generator 9kva Diesel	19/01/2007	2,980 00	2,384 00	596.00
H3341	B2068	Dumper 9t	18/12/2006	20,612.00	16,112.00	4,500.00
H3346	B2242	Dumper Swivel Skip 3t	29/01/2007	10,555.00	7,309.31	3,245.69
H3351	B2106	Dumper Swivel Skip 6t	07/02/2007	16,650.00	11,391.79	5,258 21
H3352	B2129	Dumper Swivel Skip 6t	07/02/2007	16,650 00	11,391 79	5,258 21
H3354	B2038	Dumper 3t	29/01/2007	9,645.00	6,679 07	2,965.93
H3364	101460426729	Roller D/drum Ride-on 80cm	09/02/2007	10,280.00	6,780 00	3,500 00
H3366	4263	Fuel Bowser 500g Road Tow	26/02/2007	2,040.00	1,341.90	698.10
H3372	4264	Fuel Bowser 500g Road Tow	26/02/2007	2,040.00	1,341 90	698 10
H3373	4265	Fuel Bowser 500g Road Tow	26/02/2007	2,040.00	1,329 40	710 60
H3374	425716	Multisweep/collector 2m Wide	02/03/2007	3,350.00	2,749 79	600 21
H3519	101620251086	Single Drum Roller 500kg	15/01/2007	3,950 00	2,735.30	1,214.70
H3536	B3751	Dumper 9t /green beacon	14/06/2007	19,750 00	15,250.00	4,500.00
H3540	0292	Breaker MB700 10 - 17 Tonne	31/07/2007	8,673 00	7,317 55	1,355.45
H3544	4582	Water Bowser 250g Road Tow	07/08/2007	3,600 00	2,880 00	720.00
H3545	4583	Water Bowser 250g Road Tow	07/08/2007	3,600 00	2,880 00	720 00
H3570	4602/2	Fuel Tank 1000g C/w 110v Pump	07/09/2007	2,759.59	2,207 67	551 92
H3572	101880025842	Roller D/drum Ride-on 120cm	03/08/2007	12,800 00	7,621 62	5,178.38
H3574	A8KA11497	Skid Steer Loader 600kg	11/09/2007	14,398.00	9,010.83	5,387.17
H3613	B5024	Dumper Swivel Skip 6t	18/10/2007	16,925.00	10,451 23	6,473 77
H3615	B5025	Dumper Swivel Skip 6t	22/10/2007	16,925.00	10,451 23	6,473 77
H3620	A8041	Dumper 6t	05/09/2005	10,000.00	6,000 00	4,000 00
H3622	B5345	Dumper 9t	07/11/2007	21,000.00	16,152.50	4,847.50
H3623	B5344	Dumper 9t	07/11/2007	21,000 00	16,152.50	4,847.50
H3628	B1578	Dumper 3t	14/11/2007	9,000 00	5,482 50	3,517.50
H3637	A5407	Dumper 3t	23/08/2007	7,000 00	4,500.00	2,500.00
H3648	B5537	Dumper Swivel Skip 3t	29/11/2007	10,716 00	6,527 83	4,188 17
H3656	B5100	Dumper 3t	23/10/2007	9,645 00	5,955 64	3,689 36
H3661	B5347	Dumper 9t	21/11/2007	21,000.00	16,152 50	4,847.50
H3663	B5905	Dumper Swivel Skip 3t	17/01/2008	10,716 00	6,349.23	4,366 77
H3667	B5351	Dumper 9t	08/11/2007	21,000.00	16,152 50	4,847.50
H3669	8028	Wood Chipper 6"	30/01/2008	10,000 00	6,433.46	3,566 54
H3671	B6074	Dumper Swivel Skip 3t	08/02/2008	11,111.00	6,490.31	4,620.69
H3672	B6020	Dumper Swivel Skip 3t	08/02/2008	11,111.00	6,490.31	4,620 69
H3673	B5996	Dumper Swivel Skip 3t	08/02/2008	11,111.00	6,490 31	4,620 69
H3674	22315	Excavator 3t	20/08/2008	16,164 00	10,164 00	6,000 00
H3682	8034	Wood Chipper 6"	19/02/2008	10,000 00	6,771.14	3,228.86
H3687	B5830	Dumper Swivel Skip 3t	20/02/2008	10,616 00	5,701 83	4,914.17
H3715	B5355	Dumper 9t	08/11/2007	21,000 00	16,152 50	4,847.50
H3800	B6422	Dumper 6t	03/04/2008	15,025 00	9,027.89	5,997.11
H3801	B6340	Dumper 6t	28/03/2008	15,025 00	8,652.26	6,372 74
H3809	6226/1	Fuel Tank 250g Bunded	03/06/2008	1,490 49	831.22	659 27
H3811	6226/3	Fuel Tank 250g Bunded	03/06/2008	1,490.49	831.22	659 27
H3812	6226/4	Fuel Tank 250g Bunded	03/06/2008	1,490 49	831 22	659.27
H3813	6226/5	Fuel Tank 250g Bunded	03/06/2008	1,490 49	831 22	659 27
H3826	A6605	Dumper Swivel Skip 6t	01/06/2005	8,500.00	4,000.00	4,500.00
H3853	21104	Tracked Dumper 2.5t C/W Bio Oil	24/09/2008	16,117 50	13,055.18	3,062.32
H3858	B4280	Dumper Swivel Skip 3t	15/10/2008	7,260 00	3,878.05	3,381 95
H3864	A6711	Dumper Swivel Skip 6t	23/06/2008	8,500 00	4,000.00	4,500.00
H3869	1513582	Telehandler 7m jcb M/L	18/09/2008	27,000.00	15,000.00	12,000 00
H3873	30433327	Compressor Single Tool	04/02/2009	1,375 00	633.02	741 98
H3874	40462732	Compressor Single Tool	04/02/2009	1,375 00	633 02	741 98

H4005	8122744	Excavator 3t	08/05/2009	15,750.00	9,750.00	6,000.00
H4054	B8468	Dumper 2t	30/11/2009	9,195.00	4,185.71	5,009.29
H4058	7214326	Excavator 1.5t c/w Cab IM	18/10/2008	8,500.00	4,500.00	4,000.00
H4059	10060	Woodchipper 7 5" Tracked	04/01/2010	21,000.00	15,460.00	5,540.00
H4062	5351	Excavator 5t M/L	01/03/2010	27,932.00	17,932.00	10,000.00
H4065	425313	Multisweep/collector 2m Wide	12/03/2010	3,500.00	2,872.92	627.08
H4066	5359	Excavator 5t M/L	16/03/2010	27,932.00	17,932.00	10,000.00
H4068	7214402	Excavator 1.5t C/w Canopy	16/03/2010	11,148.00	7,148.00	4,000.00
H4070	7214404	Excavator 1.5t c/w Canopy IM	16/03/2010	11,148.00	7,148.00	4,000.00
H4071	7214405	Excavator 1.5t C/w Canopy	22/03/2010	11,148.00	7,148.00	4,000.00
h4073	101460623162	Roller 100cm D/drum Ride On	30/03/2010	13,500.00	8,444.76	5,055.24
H4074	14442	Excavator 9T Zero Tail Swing	31/03/2010	43,362.00	29,362.00	14,000.00
H4075	14455	Excavator 9T Zero Tail Swing M/L	31/03/2010	43,362.00	29,362.00	14,000.00
H4079	14413	Excavator 1 5t C/w Canopy	12/04/2010	11,148.00	7,148.00	4,000.00
H4080	B8981	Dumper Hi-tip 1t	12/04/2010	9,500.00	6,000.00	3,500.00
H4082	B8983	Dumper Hi-tip 1t IM	12/04/2010	9,500.00	6,000.00	3,500.00
H4083	B8982	Dumper Hi-tip 1t IM	12/04/2010	9,500.00	6,000.00	3,500.00
H4087	7214417	Excavator 1 5t c/w Canopy IM	19/04/2010	11,148.00	7,148.00	4,000.00
H4088	7214414	Excavator 1 5t c/w Canopy IM	19/04/2010	11,148.00	7,148.00	4,000.00
H4089	7214415	Excavator 1 5t C/w Canopy	19/04/2010	11,148.00	7,148.00	4,000.00
H4094	460425716	Roller D/drum Ride-on 80cm	30/12/2005	5,250.00	1,750.00	3,500.00
H4098	101460426164	Roller D/drum Ride-on 80cm IM	30/12/2006	6,250.00	2,750.00	3,500.00
H4100	460425657	Roller D/drum Ride-on 80cm	30/12/2005	5,250.00	1,750.00	3,500.00
H4101	3111	Excavator 3t M/L	26/04/2010	19,546.00	13,546.00	6,000.00
H4104	3105	Excavator 3t M/L	26/04/2010	19,546.00	13,546.00	6,000.00
H4105	3108	Excavator 3t M/L	26/04/2010	19,546.00	13,546.00	6,000.00
H4106	3109	Excavator 3t M/L	26/04/2010	19,546.00	13,546.00	6,000.00
H4107	7214428	Excavator 1.5t C/w Canopy	26/04/2010	11,148.00	7,148.00	4,000.00
H4108	7214429	Excavator 1.5t c/w Canopy IM	26/04/2010	11,148.00	7,148.00	4,000.00
H4109	7214431	Excavator 1.5t c/w Canopy IM	26/04/2010	11,148.00	7,148.00	4,000.00
H4305	721-3841	Excavator 1.5t C/w Canopy	24/04/2007	0.00	-4,000.00	4,000.00
H4319	B2326	Dumper 6t	22/05/2007	4,612.50	612.50	4,000.00
H4322	A6125	Dumper 6t	22/05/2005	3,331.25	-668.75	4,000.00
H4324	B4039	Dumper Swivel Skip 3t	27/08/2007	7,175.00	4,350.72	2,824.28
H4325	B5173	Dumper 3t	23/07/2008	7,175.00	4,350.72	2,824.28
H4326	A8729	Dumper 3t	23/07/2006	4,100.00	1,600.00	2,500.00
H4333	A9626	Dumper 6t	01/07/2006	5,500.00	1,500.00	4,000.00
H4337	A9320	Dumper 6t	01/07/2006	5,500.00	1,500.00	4,000.00
H4339	2714100	Excavator 1.5t C/w Canopy	24/04/2007	6,000.00	2,000.00	4,000.00
H4341	A9092	Dumper 9t	20/09/2006	7,000.00	2,500.00	4,500.00
				501,545.03		

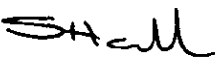
IN WITNESS whereof this Deed has been executed the day and year first before written.

EXECUTED as a **DEED** by the authorised signatories of
CHIPPINDALE PLANT LIMITED

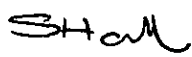
Director

Director/ Secretary


SIGNED as a deed, and delivered when dated, by
PETER GORDON CHIPPINDALE
in the presence of:

Witness Signature: 
Name: SARAH HALL
Address: SCHOOL HOUSE
BRANDER STREET
LS9 6QH

SIGNED as a deed, and delivered when dated, by
NIGEL PAUL CHIPPINDALE
in the presence of:

Witness Signature: 
Name: SARAH HALL
Address: SCHOOL HOUSE
BRANDER STREET
LS9 6QH

SIGNED as a deed, and delivered when dated, by
RUTH ANN CHIPPINDALE
in the presence of:

Witness Signature: 
Name: SARAH HALL
Address: SCHOOL HOUSE
BRANDER STREET
LS9 6QH

SIGNED as a deed, and delivered when dated, by
JOY CHIPPINDALE
in the presence of:

x J. Chippindale

Witness

Signature: SHall

Name: SARAH HALL

Address: SCHOOL HOUSE
BRANDER STREET
LS9 6QH

EXECUTED as a DEED by the said
BUCKLE BARTON PENSIONER TRUSTEES LIMITED acting by

Director

Signature: Stephen

Name: STEPHEN CHARLES WILLEY

Secretary

Signature: Goodman

Name: GEORGE PAUL GOODMAN.

**CHIPPINDALE PLANT LIMITED
NO 3 RETIREMENT BENEFIT SCHEME
("the Scheme")**

LOAN AGREEMENT

DATED: 01 MARCH 2017

PARTIES

- A. **CHIPPINDALE PLANT LIMITED** (company number 00467731) whose registered office is situate at Prima House, Ring Road, Lower Wortley, Leeds LS12 5PX ("the Company")
- B. **PETER G CHIPPINDALE** and **RUTH ANN CHIPPINDALE** both of Norwood, 32 Rupert Road, Middleton, Ilkley LS29 0AQ, **NIGEL P CHIPPINDALE** and **JOY CHIPPINDALE** of Farfield House, Morton Lane, East Morton, Keighley BD20 5RP and **BUCKLE BARTON PENSIONER TRUSTEES LIMITED** of Sanderson House, Station Road, Horsforth, Leeds, West Yorkshire LS18 5NT ("the Trustees")

LOAN

At the request of the Company the Trustees of **CHIPPINDALE PLANT LIMITED NO 3 RETIREMENT BENEFIT SCHEME** agreed to advance to the Company the sum of £500,000 ("the Loan") forthwith subject to the Terms and Conditions of this agreement.

TERMS AND CONDITIONS

- 1 The Trustees (hereinafter referred to as "the Lenders") shall forthwith lend to the Company and the Company shall borrow from the Lenders the said sum of £500,000
- 2 Subject as hereinafter provided the Company shall repay the Loan on or before the fifth anniversary of the Loan by equal annual instalments of £100,000 commencing on the first anniversary of the advance of the Loan.
- 3 Subject as hereinafter provided the Company shall pay interest on the amount of the Loan outstanding at the rate of 1.5% above Bank of England base rate per annum such interest to be payable annually commencing on the first anniversary of the advance of the Loan.
- 4 The Company shall be entitled on giving to the Lenders at any time not less than seven days notice in writing of its intention to do so to repay all or part of the Loan, and upon the expiration of the notice the Company shall be bound to repay all or that part of the Loan together with all unpaid interest which has accrued thereon.

5. The Lenders shall be entitled on giving to the Company at any time not less than seven days notice in writing of its intention to do so to recall all

**BUCKLE BARTON LIMITED
SANDERSON HOUSE
STATION ROAD
HORSFORTH
LEEDS
LS18 5NT**

**I CERTIFY THIS AS A TRUE
COPY OF THE ORIGINAL**

Signed, *[Signature]*

Name Jill Hill

Qualification. AAT.

Dated. 13/3/17.

27

SEAL OF THE CROWN
CERTIFY THIS IS A TRUE

1218 BAL
LEEDS
HORN, ORTH
STATION ROAD
SAL DERBOL HOUSE
BUCKLE BAYTON LIMITED

or part of the Loan, and upon the expiration of the notice the Company shall be bound to repay all or that part of the Loan together with all unpaid interest accrued thereon.

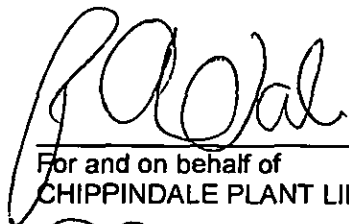
6. Notwithstanding anything hereinbefore contained the Loan shall become immediately repayable and all unpaid interest which has accrued hereunder shall become immediately payable

- (i) If the Company makes default in the payment of any monies due hereunder and the Lenders by notice in writing to the Company demand immediate repayment of the Loan, or
- (ii) If the Company commits any breach of this agreement and in the case of any breach capable of remedy fails to remedy the breach within fourteen days of being required in writing by the Lenders to do so; or
- (iii) If the Company stops payment or ceases or threatens to cease to carry on its business or substantially the whole of its business; or
- (iv) If a winding-up order or an administration order has been made or a resolution for voluntary winding-up has been passed with respect to it; or
- (v) If an encumbrancer takes possession of any part of the assets of the Company; or
- (vi) If a receiver or manager of its undertaking has been duly appointed; or
- (vii) If any distress execution sequestration or other process is levied or enforced upon or sued out against the property of the Company and is not discharged within seven days; or
- (viii) If the Company is unable to pay its debts within the meaning of section 518 of the Companies Act 1985 or any statutory modification or re-enactment thereof; or
- (ix) If a voluntary arrangement is approved under Part I of the Insolvency Act 1986 or Part II of the Insolvency (Northern Ireland) Order 1989; or
- (x) If repayment is required to enable the Lenders as Trustees as aforesaid to pay benefits which have already become due under the Scheme.

7. The Company hereby covenants with the Lenders that so long as any part of the Loan or interest due in respect thereof is outstanding the Company will:

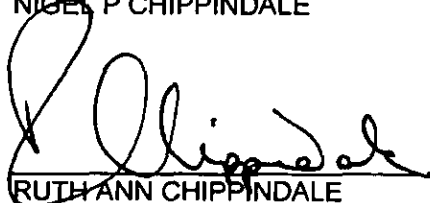
- (i) Carry on its business and undertaking in an efficient and business-like manner and will not make any substantial alteration in the nature of such business;

- (ii) Not save with the written consent of the Lenders sell or otherwise dispose of the whole or any substantial part of its undertaking or of its assets;
 - (iii) Keep the Lenders in close touch with the progress of its business and will furnish the Lenders to such extent and in such form and detail as the Lenders may reasonably require with information in regard to the business of the Company including copies of the audited trading and profit and loss account and balance sheet of the Company (together with the auditors' and directors' reports thereon and other documents referred to therein) in respect of each financial year to which the profit and loss account in question relates.
8. The Company shall reimburse the Lenders on demand the reasonable legal costs and out-of-pocket expenses incurred by the Lenders in connection with the negotiation and preparation of this agreement.
9. In this agreement the expression 'financial year' bears the meaning borne by it in the Companies Act 2006.

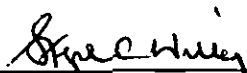

For and on behalf of
CHIPPINDALE PLANT LIMITED


PETER G CHIPPINDALE


NIGEL P CHIPPINDALE


RUTH ANN CHIPPINDALE


JOY CHIPPINDALE

_____

For and on behalf of
BUCKLE BARTON PENSIONER TRUSTEES LIMITED