



Registration of a Charge

Company Name: **TALON ENGINEERING LIMITED**

Company Number: **01213668**



Received for filing in Electronic Format on the: **09/03/2022**

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Details of Charge

Date of creation: **09/03/2022**

Charge code: **0121 3668 0010**

Persons entitled: **ARBUTHNOT COMMERCIAL ASSET BASED LENDING LIMITED**

Brief description:

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: **BERMANS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1213668

Charge code: 0121 3668 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th March 2022 and created by TALON ENGINEERING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2022 .

Given at Companies House, Cardiff on 11th March 2022

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

09 March

2022

CHATTEL MORTGAGE

Between

ARBUTHNOT COMMERCIAL ASSET BASED LENDING LIMITED

and

TALON ENGINEERING LIMITED

This Deed is dated

09 March

2022

Parties

Parties

- (1) **ARBUTHNOT COMMERCIAL ASSET BASED LENDING LIMITED** (Company Number 10915339) whose registered office is at Arbuthnot House, 7 Wilson Street, London, England, EC2M 2SN ("**Arbuthnot**"); and
- (2) **TALON ENGINEERING LIMITED** incorporated and registered in England and Wales with company number 01213668 whose registered office is at 44 Sea King Road, Lynx Trading Estate, Yeovil, Somerset, BA20 2NZ ("the **Client**").

Agreed terms

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Finance Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (b) The following definitions apply in this Deed:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Chattels: the equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus, goods, chattels or other tangible movable property described in Schedule 1 (including any component parts of those assets from time to time held by the Client (whether or not attached to those assets)), together with all additions, alterations, substitutions, replacements, renewals or modifications of or to those assets from time to time, and all accessories to those assets from time to time (including maintenance and other records, manuals, handbooks, data, drawings and schematics relating to those assets or documents relating to warranties and patent indemnities given by manufacturers or suppliers of those assets);

Delegate: any person appointed by Arbuthnot or any Receiver pursuant to clause 12, and any person appointed as attorney of Arbuthnot, Receiver or Delegate;

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, byelaws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment;

Finance Agreement: the Asset Based lending Agreement dated 13 March 2021 and made between (1) the Client and (2) Arbuthnot (as amended, varied, substituted or novated from time to time);

Insurance Policies: all the contracts and policies of insurance effected or maintained from time to time in respect of the Chattels;

LPA 1925: the Law of Property Act 1925;

Receiver: a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by Arbuthnot under clause 10;

Relevant Agreement: means:

- (a) each agreement for the maintenance, repair or upkeep of the Chattels and any guarantee, warranty or Security for the performance of any such agreement; and
- (b) all other contracts, guarantees, appointments, warranties, indemnities and other documents relating to the Chattels to which the Client is a party, which are in its favour or of which it has the benefit,

the details of which are set out in Schedule 2;

Secured Assets: all the assets, property and undertaking for the time being subject to any Security created by, or pursuant to, this Deed;

Secured Obligations: all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or

severally, as principal or surety and/or in any other capacity whatsoever) owed by the Client to Arbuthnot or any of its Affiliates;

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

Security Period: the period starting on the date of this Deed and ending on the date on which Arbuthnot is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of being outstanding.

1.2 **Interpretation**

In this Deed:

- 1.2.1 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 1.2.2 a Termination Event is **continuing** if it has not been remedied or waived in writing by Arbuthnot;
- 1.2.3 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.4 the words **including** shall not be construed as limiting the generality of the words preceding it;
- 1.2.5 the Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules;
- 1.2.6 any reference to **Arbuthnot** in this Deed includes its successors and lawful assigns;
- 1.2.7 unless the context otherwise requires, any reference to **Secured Assets** includes any part of those Secured Assets, any proceeds of those Secured Assets and any present and future assets of that type; and
- 1.2.8 any covenant by the Client under this Deed remains in force during the Security Period and is given for the benefit of Arbuthnot.

2. COVENANT TO PAY

- 2.1 The Client covenants as principal obligor that it will pay and discharge the Secured Obligations to Arbuthnot as and when the same are due.
- 2.2 Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Financing Documents and, in the absence of such agreement, at the rate determined by Arbuthnot.

3. GRANT OF SECURITY

3.1 Legal mortgage

As a continuing Security for the payment and discharge of the Secured Obligations, the Client with full title guarantee charges to Arbuthnot by way of first legal mortgage, the Chattels.

3.2 Fixed charge

As a continuing Security for the payment and discharge of the Secured Obligations, the Client with full title guarantee charges to Arbuthnot by way of first fixed charge:

- 3.2.1 all its rights in each Insurance Policy, including the proceeds of any claims under any Insurance Policy, to the extent not effectively assigned under clause 3.3;
- 3.2.2 the benefit of each Relevant Agreement, to the extent not effectively assigned under clause 3.3;
- 3.2.3 the benefit of all other contracts, guarantees, appointments, warranties relating to the Chattels and other documents to which the Client is a party, which are in its favour or of which it has the benefit (including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them), to the extent not effectively assigned under clause 3.3;

- 3.2.4 all authorisations (statutory or otherwise) held or required in connection with the use of any Secured Assets, and all rights in connection with them; and
- 3.2.5 the proceeds of sale of any Secured Asset.

3.3 Assignment

As a continuing Security for the payment and discharge of the Secured Obligations, the Client with full title guarantee assigns to Arbuthnot, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Obligations:

- 3.3.1 all its rights in each Insurance Policy, including the proceeds of any claims under any Insurance Policy;
- 3.3.2 the benefit of each Relevant Agreement;
- 3.3.3 the benefit of all other contracts, guarantees, appointments, warranties relating to the Chattels and other documents to which the Client is a party, which are in its favour or of which it has the benefit (including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them), to the extent not effectively assigned under clause 3.3.1 or clause 3.3.2; and
- 3.3.4 all authorisations (statutory or otherwise) held or required in connection with the use of any Secured Assets, and all rights in connection with them,

provided that nothing in this clause 3.3 shall constitute Arbuthnot as mortgagee in possession.

4. LIABILITY OF THE CLIENT

4.1 Liability not discharged

The Client's liability under this Deed in respect of any of the Secured Obligations shall not be discharged, prejudiced or affected by:

- 4.1.1 any Security, guarantee, indemnity, remedy or other right held by, or available to, Arbuthnot that is or becomes

wholly or partially illegal, void or unenforceable on any ground;

4.1.2 Arbuthnot 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 Client.

4.2 Immediate recourse

The Client waives any right it may have to require Arbuthnot to enforce any Security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Client.

4.3 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

4.4 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which Arbuthnot may at any time hold for any Secured Obligation.

5. WARRANTIES

The Client warrants to Arbuthnot that on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that:

5.1 Ownership of Secured Assets

The Client is the sole legal and beneficial owner of, and has good, valid and marketable title to the Secured Assets.

5.2 No Security

The Secured Assets are free from any Security other than the Security created by this Deed.

5.3 No adverse claims

The Client has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.4 No fixing

None of the Chattels (or any part of them) is or will be treated as being fixed to any land, premises or other property.

5.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Secured Assets.

5.6 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

5.7 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.8 Avoidance of Security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Client or otherwise.

5.9 No prohibitions

There is no prohibition on assignment in any Insurance Policy or Relevant Agreement, and the entry into this Deed by the Client does not and will not constitute a breach of any Insurance Policy or Relevant Agreement or any other agreement, instrument or obligation binding on the Client or its assets.

5.10 Environmental compliance

The Client has, at all times, complied in all material respects with all applicable Environmental Law.

5.11 Enforceable Security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Client and is and will continue to be effective Security over all and every part of the Secured Assets in accordance with its terms.

5.12 Relevant Agreements

All Relevant Agreements are in force, valid, binding, and legally enforceable and there has been no breach of any of them which remains outstanding and has not been remedied or waived.

6. COVENANTS

6.1 Negative pledge and disposal restrictions

The Client shall not at any time, except with the prior written consent of Arbuthnot:

- 6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed;
- 6.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets;
- 6.1.3 create or grant (or purport to create or grant) any interest in any Secured Asset in favour of a third party;
- 6.1.4 sever, unfix or remove any Secured Assets or other fixtures or fittings without the prior written consent of Arbuthnot; or
- 6.1.5 except with the prior written consent of Arbuthnot, enter into any onerous or restrictive obligation affecting any Secured Asset.

6.2 Preservation of Secured Assets

The Client shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security held by Arbuthnot or diminish the value of any of the Secured Assets (except for expected fair wear and tear) or the effectiveness of the Security created by this Deed.

6.3 Relevant Agreements

The Client shall not, without the prior written consent of Arbuthnot:

- 6.3.1 waive any of its rights under any Relevant Agreement; or
- 6.3.2 supplement, amend, novate, terminate or permit termination of any Relevant Agreement.

6.4 Client's waiver of set-off

The Client waives any present or future right of set-off it may have in respect of the Secured Obligations (including sums payable by the Client under this Deed).

6.5 Compliance with laws and regulations

- 6.5.1 The Client shall not, without Arbuthnot's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
- 6.5.2 The Client shall:
 - 6.5.2.1 comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of them or any part of them;
 - 6.5.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
 - 6.5.2.3 promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.6 Enforcement of rights

The Client shall use its best endeavours to:

- 6.6.1 procure the prompt observance and performance of the covenants and other obligations imposed on the Client's counterparties; and

6.6.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that Arbuthnot may require from time to time.

6.7 Notice of misrepresentations and breaches

The Client shall, promptly on becoming aware of any of the same, notify Arbuthnot in writing of:

6.7.1 any representation or warranty set out in clause 5 that is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.7.2 any breach of any covenant set out in this Deed.

6.8 Notices to be given by Client

The Client shall:

6.8.1 immediately on the execution of this Deed:

6.8.1.1 give notice to the relevant insurers of the assignment of the Client's rights and interest in, and under, each Insurance Policy (including the proceeds of any claims under that Insurance Policy) pursuant to clause 3.3.1 and procure that each addressee of any such notice promptly provides an acknowledgement of Arbuthnot's interest to Arbuthnot;

6.8.1.2 give notice to the other parties to each Relevant Agreement of the assignment of the Client's rights and interest in and under that Relevant Agreement pursuant to clause 3.3.2 and procure that each addressee of any such notice will promptly provide an acknowledgement of Arbuthnot's interest to Arbuthnot; and

6.8.1.3 give notice to the other parties to each other contract, guarantee, appointment, warranty or authorisation relating to the Chattels and any other document to which the Client is a party of the assignment of the Client's rights and interest in and under it pursuant to clause 3.3.3 or clause 3.3.4 and procure that each addressee of any such notice will promptly provide an

acknowledgement of Arbuthnot's interest to Arbuthnot.

- 6.8.2 obtain Arbuthnot's prior approval of the form of any notice or acknowledgement to be used under this clause 6.8.

6.9 Notice of mortgage

The Client:

- 6.9.1 shall, if so requested by Arbuthnot, affix to and maintain on each Chattel in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF LEGAL MORTGAGE

This [DESCRIPTION OF ITEM] and all additions to it [and ancillary equipment] are subject to a legal mortgage dated [DATE] in favour of Arbuthnot Bank Limited."

- 6.9.2 shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 6.9.1.

6.10 Maintenance of Chattels

The Client shall:

- 6.10.1 at its own expense, maintain each Chattel in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;
- 6.10.2 at its own expense, renew and replace any parts of the Chattels when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value;
- 6.10.3 keep or procure to be kept accurate, complete and up to date records of all repairs, servicing and maintenance carried out on the Chattels;
- 6.10.4 permit Arbuthnot, or such persons as it may nominate, at all reasonable times and on reasonable notice to enter on any premises of the Client to effect such maintenance or repairs to the Chattels as Arbuthnot or its nominee considers necessary; and

6.10.5 not permit any Chattel to be:

6.10.5.1 used or handled, other than by properly qualified and trained persons;

6.10.5.2 modified, upgraded, supplemented or altered other than for the purpose of effecting maintenance or repairs permitted by this Deed; or

6.10.5.3 to be overloaded or used for any purpose for which it is not designed or reasonably suitable or in any manner which would invalidate or otherwise prejudice any of the Insurance Policies.

6.11 Documents

The Client shall, if so required by Arbuthnot, deposit with Arbuthnot and Arbuthnot shall, for the duration of this Deed, be entitled to hold all:

6.11.1 invoices, deeds and documents of title and log books relating to the Secured Assets that are in the possession or control of the Client and, if these are not within the possession or control of the Client, the Client undertakes to obtain possession of all invoices, deeds and documents of title and log books;

6.11.2 Insurance Policies; and

6.11.3 Relevant Agreements.

6.12 Information

The Client shall:

6.12.1 give Arbuthnot such information concerning the location, condition, use and operation of the Secured Assets as Arbuthnot may require;

6.12.2 permit any persons designated by Arbuthnot and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and

- 6.12.3 promptly notify Arbuthnot in writing of any action, claim or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Client's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to Arbuthnot's prior approval, implement those proposals at its own expense.

6.13 Insurance

The Client shall:

- 6.13.1 insure, and keep insured, the Secured Assets against:
- 6.13.1.1 loss or damage by fire or terrorist acts;
 - 6.13.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Client; and
 - 6.13.1.3 any other risk, perils and contingencies as Arbuthnot may reasonably require.

Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to Arbuthnot, and must be for not less than the replacement value of or, if higher, the cost of reinstating the relevant Secured Assets.

- 6.13.2 if requested by Arbuthnot, produce to Arbuthnot each policy, certificate or cover note relating to the insurance required by clause 6.13.1;
- 6.13.3 if requested by Arbuthnot, have Arbuthnot as joint insured and sole first loss payee or, at Arbuthnot's option, procure that a note of Arbuthnot's interest is endorsed upon each Insurance Policy maintained by it or any person on its behalf in accordance with clause 6.13.1 and that the terms of each such Insurance Policy require the insurer not to invalidate the policy as against Arbuthnot by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to Arbuthnot; and

6.13.4 notify Arbuthnot if any claim arises or may be made under any Insurance Policy.

6.14 Insurance premiums

The Client shall:

6.14.1 promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that Insurance Policy in full force and effect; and

6.14.2 (if Arbuthnot so requires) give to Arbuthnot copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy.

6.15 No invalidation of insurance

The Client shall not do or omit to do, or permit to be done or omitted, any thing that may invalidate or otherwise prejudice any Insurance Policy.

6.16 Proceeds from Insurance Policies

All monies payable under any Insurance Policy at any time (whether or not the Security constituted by this Deed has become enforceable) shall:

6.16.1 immediately be paid to Arbuthnot;

6.16.2 (if they are not paid directly to Arbuthnot by the insurers) be held by the Client as trustee of the same for the benefit of Arbuthnot (and the Client shall account for them to Arbuthnot); and

6.16.3 at the option of Arbuthnot, be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of the Secured Obligations.

6.17 Payment of outgoings

The Client shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to Arbuthnot.

6.18 Compliance with covenants

The Client shall observe and perform all covenants, stipulations and conditions to which any Secured Assets, or the use of them, is or may be subjected and (if Arbuthnot so requires) produce to Arbuthnot evidence sufficient to satisfy Arbuthnot that those covenants, stipulations and conditions have been observed and performed.

6.19 Maintenance of interests in Secured Assets

The Client:

6.19.1 shall not, without the prior written consent of Arbuthnot:

6.19.1.1 grant, or agree to grant, any licence or lease affecting the whole or any part of any Secured Assets; or

6.19.1.2 in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable interest in the whole or any part of any Secured Assets;

6.19.2 shall keep the Secured Assets (to the extent not otherwise in the possession of Arbuthnot pursuant to clause 6.11) in its sole and exclusive possession at the location (if any) specified in Schedule 1 or at such other location as Arbuthnot may consent in writing and shall not take the Secured Assets, or allow them to be taken, out of England and Wales; and

6.19.3 shall, if required by Arbuthnot, in the case of any Secured Assets located on leasehold premises, obtain evidence in writing from any lessor of such premises that it waives absolutely all and any rights it may have now or at any time over any such Secured Assets.

6.20 Annexation

The Client shall not, without Arbuthnot's prior written consent, annex, fix or otherwise secure or allow any such annexation, fixing or securing of any Chattel to any premises, land or buildings if the result of such action or omission is that the Chattel, or any part of it, would or might become a fixture or fitting.

6.21 Environment

The Client shall, in respect of each Chattel:

- 6.21.1 comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or use of that Chattel; and
- 6.21.2 obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

7. POWERS OF ARBUTHNOT

7.1 Power to remedy

- 7.1.1 Arbuthnot shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Client of any of its obligations contained in this Deed.
- 7.1.2 The Client irrevocably authorises Arbuthnot and its agents to do all things that are necessary or desirable for that purpose.
- 7.1.3 Any monies expended by Arbuthnot in remedying a breach by the Client of its obligations contained in this Deed, shall be reimbursed by the Client to Arbuthnot on a full indemnity basis and shall carry interest at the rate and in the manner agreed in the Financing Documents and, in the absence of such agreement, at the rate determined by Arbuthnot.

7.2 Exercise of rights

- 7.2.1 The rights of Arbuthnot under clause 7.1 are without prejudice to any other rights of Arbuthnot under this Deed.
- 7.2.2 The exercise of any rights of Arbuthnot under this Deed shall not make Arbuthnot liable to account as a mortgagee in possession.

7.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the Security constituted by this Deed has become enforceable, be exercised by Arbuthnot in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

7.4 Conversion of currency

- 7.4.1 For the purpose of, or pending the discharge of, any of the Secured Obligations, Arbuthnot may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this clause 7.4) from their existing currencies of denomination into any other currencies of denomination that Arbuthnot may think fit.
- 7.4.2 Neither Arbuthnot nor any Receiver shall have any liability to the Client in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

7.5 New accounts

- 7.5.1 If Arbuthnot receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, Arbuthnot may open a new account for the Client in Arbuthnot's books. Without prejudice to Arbuthnot's right to combine accounts, no money paid to the credit of the Client in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Obligations.
- 7.5.2 If Arbuthnot does not open a new account immediately on receipt of the notice, or deemed notice, under clause 7.5.1, then, unless Arbuthnot gives express written notice to the contrary to the Client, all payments made by the Client to Arbuthnot shall be treated as having been credited to a new account of the Client and not as having been applied in reduction of the Secured Obligations, as from the time of receipt of the relevant notice by Arbuthnot.

7.6 Indulgence

Arbuthnot may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Client) in respect of any of the Secured Obligations or of any other Security for them without prejudice either to this Deed or to the liability of the Client for the Secured Obligations.

8. WHEN SECURITY BECOMES ENFORCEABLE

8.1 Security becomes enforceable on Termination Event

The Security created under this Deed shall become immediately enforceable upon the occurrence of a Termination Event and shall continue to be enforceable so long as a Termination Event is continuing.

8.2 Discretion

After the Security constituted by this Deed has become enforceable, Arbuthnot may, in its absolute discretion, enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

9. ENFORCEMENT OF SECURITY

9.1 Enforcement powers

9.1.1 For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.

9.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the Security constituted by this Deed has become enforceable under clause 8.1.

9.1.3 Section 103 of the LPA 1925 does not apply to the Security constituted by this Deed.

9.2 Extension of statutory powers

The statutory powers of sale, leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute shall be exercisable by Arbuthnot under this Deed and are extended so as to authorise Arbuthnot and any Receiver, whether in its own name or in that of the Client, to:

9.2.1 grant a lease or agreement to lease;

9.2.2 accept surrenders of leases; or

9.2.3 grant any option of the whole or any part of the Chattels with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Client, and on such terms and conditions (including the

payment of money to a lessee or tenant on a surrender) as Arbuthnot or Receiver thinks fit.

9.3 Access on enforcement

9.3.1 At any time after Arbuthnot has demanded payment of the Secured Obligations or if the Client defaults in the performance of its obligations under this Deed or the Finance Agreement, the Client will allow Arbuthnot or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where Arbuthnot or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Client for, or by any reason of, that entry.

9.3.2 At all times, the Client must use its best endeavours to allow Arbuthnot or its Receiver access to any premises for the purpose of clause 9.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

9.4 Prior Security

At any time after the Security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, Arbuthnot may:

9.4.1 redeem that or any other prior Security;

9.4.2 procure the transfer of that Security to it; and

9.4.3 settle and pass any account of the holder of any prior Security.

The settlement and passing of any such account shall, in the absence of any manifest error, be conclusive and binding on the Client. All monies paid by Arbuthnot to an encumbrancer in settlement of any of those accounts shall, as from its payment by Arbuthnot, be due from the Client to Arbuthnot on current account and shall carry interest at the rate and in the manner agreed in the Financing Documents and, in the absence of such agreement, at the rate determined by Arbuthnot and be secured as part of the Secured Obligations.

9.5 Protection of third parties

No purchaser, mortgagee or other person dealing with Arbuthnot, any Receiver or Delegate shall be concerned to enquire:

- 9.5.1 whether any of the Secured Obligations have become due or payable, or remain unpaid or undischarged;
- 9.5.2 whether any power Arbuthnot, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- 9.5.3 how any money paid to Arbuthnot, any Receiver or any Delegate is to be applied.

9.6 Privileges

Each Receiver and Arbuthnot is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

9.7 No liability as mortgagee in possession

Neither Arbuthnot, any Receiver nor any Delegate shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

9.8 Conclusive discharge to purchasers

The receipt of Arbuthnot, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, Arbuthnot, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10. RECEIVER

10.1 Appointment

At any time after the Security constituted by this Deed has become enforceable, or at the request of the Client, Arbuthnot may, without further notice, appoint by way of deed, or otherwise in writing, any

one or more persons to be a Receiver of all or any part of the Secured Assets.

10.2 Removal

Arbuthnot may, without further notice, (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

Arbuthnot may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

10.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of Arbuthnot under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

10.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by Arbuthnot despite any prior appointment in respect of all or any part of the Secured Assets.

10.6 Agent of the Client

Any Receiver appointed by Arbuthnot under this Deed shall be the agent of the Client and the Client shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Client goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of Arbuthnot.

11. POWERS OF RECEIVER

11.1 General

11.1.1 Any Receiver appointed by Arbuthnot under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 11.2 to clause 11.19.

11.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.1.3 Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of the Client, the directors of the Client or himself.

11.2 Repair and improve Secured Assets

A Receiver may undertake or complete any works or repairs, alterations, additions, replacements or other acts for the protection or improvement of the Secured Assets as he thinks fit.

11.3 Grant or surrender leases

A Receiver may grant, or accept surrenders of, any leases, lettings or hire affecting any of the Chattels on any terms and subject to any conditions that he thinks fit.

11.4 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any person or any person appointed by the Client.

11.5 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that Arbuthnot may prescribe or agree with him.

11.6 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose and take possession of the Secured Assets with like rights.

11.7 Remove Secured Assets

A Receiver may enter any premises where any Secured Assets are located and sever, dismantle and remove any Secured Assets from the premises without the Client's consent.

11.8 Manage Secured Assets

A Receiver may do all such things as may be necessary for the ownership, management or operation of the Secured Assets.

11.9 Dispose of Secured Assets

A Receiver may grant options and licences over all or any part of the Chattels, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of), all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

11.10 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

11.11 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Client and any other person that he may think expedient.

11.12 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

11.13 Insurance

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 14, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, any insurance.

11.14 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

11.15 Borrow

A Receiver may, for any of the purposes authorised by this clause 11, raise money by borrowing from Arbuthnot (or from any other person) either unsecured or on the Security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if Arbuthnot consents, terms under which that Security ranks in priority to this Deed).

11.16 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Client, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

11.17 Delegation

A Receiver may delegate his powers in accordance with this Deed.

11.18 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

11.19 Incidental powers

A Receiver may do any other acts and things that he:

11.19.1 may consider desirable or necessary for realising any of the Secured Assets;

11.19.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or

11.19.3 lawfully may or can do as agent for the Client.

12. DELEGATION

12.1 Delegation

Arbuthnot or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 16.1).

12.2 Terms

Arbuthnot and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

12.3 Liability

Neither Arbuthnot nor any Receiver shall be in any way liable or responsible to the Client for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. APPLICATION OF MONEYS

13.1 All monies received by Arbuthnot, a Receiver or a Delegate pursuant to this Deed after the Security constituted by this Deed has become enforceable (other than sums received pursuant to any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

13.1.1 first in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of Arbuthnot (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;

13.1.2 second in or towards payment of or provision for the Secured Obligations in any order and manner that Arbuthnot determines; and

13.1.3 third in payment of the surplus (if any) to the Client or other person entitled to it.

This clause is subject to the payment of any claims having priority over the Security created under this Deed. This clause does not

prejudice the right of Arbuthnot to recover any shortfall from the Client.

- 13.2 Following the enforcement of this Security, any monies received by Arbuthnot may be appropriated by Arbuthnot in its discretion in or towards the payment and discharge of any part of the Secured Obligations.
- 13.3 Only money actually paid by the Receiver to Arbuthnot shall be capable of being applied in or towards the satisfaction of the Secured Obligations and the Client shall have no rights in respect of the application by Arbuthnot of any sums received, recovered or realised by Arbuthnot under this Deed.
- 13.4 If Arbuthnot reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Client under this Deed and the Security created under this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

13.5 **Appropriation**

Neither Arbuthnot, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Obligations.

13.6 **Suspense account**

All monies received by Arbuthnot, a Receiver or a Delegate under this Deed (other than sums received pursuant to any Insurance Policy, which are not going to be applied in or towards discharge of the Secured Obligations):

- 13.6.1 may, at the discretion of Arbuthnot, Receiver or Delegate, be credited to any suspense or securities realised account;
- 13.6.2 shall bear interest, if any, at the rate agreed in writing between Arbuthnot and the Client; and
- 13.6.3 may be held in that account for so long as Arbuthnot, Receiver or Delegate thinks fit.

14. EXPENSES AND INDEMNITY

14.1 The Client shall, from time to time on the demand of Arbuthnot, pay or reimburse Arbuthnot on a full indemnity basis for all costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the rate and in the manner agreed in the Financing Documents and, in the absence of such agreement, at the rate determined by Arbuthnot.

14.2 The Client shall, notwithstanding any release or discharge of all or any part of the Security created under this Deed, indemnify Arbuthnot, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

14.2.1 in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law); and/or

14.2.2 in connection with or otherwise relating to this Deed or the Secured Assets.

15. FURTHER ASSURANCE

The Client shall, at its own expense, promptly take whatever action Arbuthnot may require for:

15.1 creating, perfecting or protecting the Security intended to be created by this Deed;

15.2 facilitating the realisation of any of the Secured Assets; or

15.3 facilitating the exercise of any right, power or discretion exercisable by Arbuthnot or any Receiver (or any delegates or sub-delegates) in respect of any of the Secured Assets,

including the execution of any Security or other document (in such form as Arbuthnot may reasonably require), the giving of any notice, order or direction and the making of any registration which Arbuthnot may think expedient.

16. POWER OF ATTORNEY

16.1 The Client irrevocably appoints Arbuthnot, each person to whom Arbuthnot shall from time to time have delegated the exercise of

the power of attorney conferred by this clause and any Receiver or Delegate jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for:

16.1.1 carrying out any obligation imposed on the Client by this Deed (including the execution and delivery of any deeds, charges, assignments or other Security and any transfers of the Secured Assets); and

16.1.2 enabling Arbuthnot and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

16.2 The Client ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

17. RELEASE

17.1 On the expiry of the Security Period (but not otherwise), Arbuthnot shall, at the request and cost of the Client, take whatever action is necessary to release the Secured Assets from the Security constituted by this Deed and re-assign any Secured Assets assigned under this Deed.

17.2 Any release, discharge or settlement between the Client and Arbuthnot shall be deemed conditional on no payment or security received by Arbuthnot in respect of the Secured Obligations being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

17.2.1 Arbuthnot or its nominee may retain this Deed and the Security created by or under it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that Arbuthnot deems necessary to provide Arbuthnot with Security against any such avoidance, reduction or order for refund; and

17.2.2 Arbuthnot may recover the value or amount of such Security or payment from the Client subsequently as if the release, discharge or settlement had not occurred.

18. CHANGES TO PARTIES

- 18.1 Arbuthnot may assign and transfer all or any of its rights and obligations under this Deed. The Client shall, immediately upon being requested to do so by Arbuthnot, enter into such documents as may be necessary or desirable to effect such assignment or transfer.
- 18.2 Arbuthnot shall be entitled to disclose such information concerning the Client and this Deed as Arbuthnot (acting reasonably) considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law or to any company being in the same group of companies as Arbuthnot.
- 18.3 The Client may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

19. SET-OFF

- 19.1 All payments to be made to Arbuthnot under this Deed shall be made free and clear of and (save as required by law) without deduction for or on account of any tax withholding, charges, set-off or counterclaim. All payments shall be made into such account(s) as Arbuthnot may from time to time specify for the purpose. If the Client is compelled by law to make any deduction or withholding from any sum payable under this Deed to Arbuthnot, the sum so payable by the Client shall be increased so as to result in the receipt by Arbuthnot of a net amount equal to the full amount expressed to be payable under this Deed.
- 19.2 In addition to any general lien or similar rights to which it may be entitled by operation of law, Arbuthnot and the Receiver may at any time and without notice to the Client combine or consolidate all or any of the Client's then existing accounts with any liabilities to Arbuthnot or its Affiliates and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations.

20. MISCELLANEOUS

- 20.1 None of Arbuthnot, its Delegate(s), nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Secured Assets or (c) taking possession of or realising all or any part of the Secured Assets, except in the case of gross negligence or wilful default upon its part.

- 20.2 Arbuthnot will not be required in any manner to perform or fulfil any obligation of the Client, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.
- 20.3 Arbuthnot shall not be liable either to the Client or to any other person by reason of the appointment of a Receiver or for any other reason.
- 20.4 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired. If any part of the Security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.
- 20.5 Any certificate of Arbuthnot specifying any amount due from the Client is, in the absence of manifest error, conclusive evidence of such amount.
- 20.6 Any provision of this Deed may be amended only if Arbuthnot and the Client so agree in writing and any breach of this Deed may be waived before or after it occurs only if Arbuthnot so agrees in writing. A waiver given or consent granted by Arbuthnot under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.
- 20.7 No failure to exercise, nor any delay in exercising, on the part of Arbuthnot, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.
- 20.8 This Deed secures both present and further advances. Arbuthnot covenants to make available advances and further advances to the extent (and on the terms) provided for in any agreement from time to time giving rise to the Secured Obligations.

21. THIRD PARTY RIGHTS

Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22. NOTICES

22.1 Any communication to be made under or in connection with this Deed must be made in writing.

22.2 The address for any communication or document to be made or delivered under or in connection with this Deed is:

22.2.1 in the case of the Client: at its registered office; and

22.2.2 in the case of Arbuthnot: at the address of Arbuthnot set out at the beginning of this Deed,

or in each case any substituted address as one party may notify to each of the other parties by not less than five Business Days' notice.

22.3 Any notice from Arbuthnot to the Client will be effective when handed, delivered or transmitted and, if sent by post, the day after it was posted.

22.4 Any communication or document to be made or delivered to Arbuthnot will be effective only when actually received by Arbuthnot.

22.5 Any notice given under or in connection with this Deed must be in English.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

24. GOVERNING LAW

This Deed and any non-contractual obligation arising in connection with it are governed by English law.

25. JURISDICTION

- 25.1 The courts of England have exclusive jurisdiction to settle any disputes (a **Dispute**) arising out of or connected with this Deed (including a Dispute regarding the existence, validity or termination of this Deed) or any non-contractual obligation arising out of or in connection with it.
- 25.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly, no Party will assert to the contrary.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1
Chattels

Machines

Machine Description	Serial Number
Goodway GLS2800 CNC Slant Bed Lathe High Speed CNC Turning Centre	102B102
YCM NFX400AH CNC Vertical 5 Axis Machining Centre	A01757

SCHEDULE 2
Relevant Agreements

EXECUTION PAGE

EXECUTED as a DEED by) R McDonagh
) R McDonagh (Mar 9, 2022 14:19 GMT)
) Director
TALON ENGINEERING)
LIMITED) Print name: Rod McDonagh
acting by a director in the
presence of:

Signature of witness stephen bones
stephen bones (Mar 9, 2022 14:22 GMT)

Print name (in BLOCK CAPITALS): Stephen Bones

Address: Jubilee Farm Barns
Hillesden
Buckingham

Occupation: Engineer

OR

EXECUTED as a DEED by)
)
) Director
TALON ENGINEERING)
LIMITED acting by two)
directors / a director and)
secretary)
)
)
)
) Director/Secretary
)
) Print name:
)

Executed as a deed by)
)
ARBUTHNOT COMMERCIAL)
ASSET BASED LENDING) Director
LIMITED acting by an)
authorised signatory in the)
presence of: Print Name:

Signature of
witness

Print name (in
BLOCK
CAPITALS):

Address:
.....
.....

Occupation:

OR

Executed as a deed by)
) *James Shaw*
ARBUTHNOT COMMERCIAL)
ASSET BASED LENDING) Director
LIMITED acting by two)
directors) Print name: James Shaw
)

)
)
) *Tim Hawkins*
)
) Director
)
) Print name: Tim Hawkins
)