



Registration of a Charge

Company name: **UTOPIA FURNITURE LTD.**
Company number: **02826071**



X2ZRTW1K

Received for Electronic Filing: **17/01/2014**

Details of Charge

Date of creation: **17/01/2014**
Charge code: **0282 6071 0014**
Persons entitled: **HSBC EQUIPMENT FINANCE (UK) LTD**
HSBC ASSET FINANCE (UK) LTD
Brief description: **CHATTELS MORTGAGE**
Contains fixed charge(s).
Notification of addition to or amendment of charge.

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: **KAREN RILEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2826071

Charge code: 0282 6071 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th January 2014 and created by UTOPIA FURNITURE LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2014 .

Given at Companies House, Cardiff on 17th January 2014



Companies House



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

Chattels Mortgage

Particulars:

Dated	17 th JANUARY 2014
The Chargor	Full Name: Utopia Furniture Limited Registered Number: 2826071 Registered in: England and Wales Registered Office Address: Utopia House Springvale Avenue Springvale Industrial Park, Bilston WV14 0QL
The Company	HSBC EQUIPMENT FINANCE (UK) LIMITED registered in England with number 1503727; and HSBC ASSET FINANCE (UK) LIMITED registered in England with number 229341, each of whose registered office is at 8 Canada Square, London, E14 5HQ, as trustees for themselves and each other member of the HSBC Group (as defined herein).

Insurance The Goods are insured in accordance with clause 7 overleaf

Name of Insurer	Asset Protection Risk	Third Party Liability Risk (if different Insurer)
Name of Insurance Broker	AOL	
Address of Insurance Company/branch/Broker	157 Fosse Colmore Gate Colmore Row BIRMINGHAM	
Cover Note/Policy number	32/2/18129064/03	
Renewal Date	31 March 2014	

EXECUTED AS A DEED by THE CHARGOR acting by a director and the secretary or by two directors

Director		(For use by a Company with: • two or more Directors with no Company Secretary or • one Director and a Company Secretary.)
Director/Secretary		

OR
EXECUTED AS A DEED by THE CHARGOR acting by a director in the presence of a witness

Signature	Director	(For use by a Company with only one Director and no Company Secretary.)
Name in full <i>(Block letters)</i>		
In the presence of: Full name of Witness <i>(Block letters)</i>	Witness	
Signature of witness		
Address		

The Schedule

The Equipment

Asset	Serial Number
Stefani Major CS70 double edge banding machine with CMI Informatica PC S60 controls, Nordella Lactano FF	A11005260
Linex spindle moulder.	2024 (2005)
Stefani CS/MADR square machine	A11005261 (2003)
Mahros post-rod tracking conveyor system and board turn (2003)	MA/003512 MA/003511 MA/003510 MA/003502 MA/003509 MA/003508
Stefani Performance 50 double sided edge banding machine with 2- feeders, 2- hot melt glue systems, 1- trimming guides and controls	A11004970 (2005)
Mahros GP/DCA Single line initial and Marshalling conveyor system with control panel and motor drive conveyor, model 1818 and cone roller burning up machine	MA/003517 (2003) 2951095238 MA/003511 (2003)
Schelling FE-1110/310 4.0m wide beam saw with Schelling 'it works' windows based controls with Laseco auto feed and air float turntable (2001)	211010
Schelling FM-1130/310 4.0m beam saw with Schelling 'it works' windows based controls with Laseco auto feed and air float turntable (2006)	203219
Schelling 1 Schelling (1.130) 3m beam saw with Schelling 'it works' windows based controls with auto feed and air float turntable (1996)	211014
EDM Activa 1-78 single sided edge banding machine (2001) with Migelli S controls with Mahros Incline Rotation table and Mahros return conveyor (2005)	A11003608 E004280/00510095225
Ortal through final Linex 2000 double sided drilling/dowelling machine with Albertus PC based controls with 4 Nos. drilling heads and 2 Nos. vibrating based headers and return feed conveyors (2003)	3315
Ortal Inport L3 static drilling and dowelling machine with Albertus windows based controls with 2 Nos. vibrating based headers (2005)	3316
Morbidelli Author 660 (m) double sided drilling machine with PC based controls with 1 spindles (2001)	A11005719
Morbidelli Author 636 (m) twin spindle CNC router with windows based controls with 2 Nos. 1.1 positions ATC, 1.12 m 4m Samson bed and 1- Becker VTE 250 vacuum pump (2004)	A11007554
Morbidelli Finex M21-W L (AA) CNC routing machine 8- powered board bridge, saw head, 18 tool changer, main spindle, curved edge banding head, light guards, scrap conveyer and vacuum pump (2006)	A11007911

SCM ERCON NT 4 head swiss table CNC routing machine with 4 - vacuum pumps, 2- 2.5m x 2.5m square tables, 4 - auto changers for each spindle - floor mats and controls (2006)	AA1015563
Schelling FX-H 430/410 beam saw with Schelling 'it works' PC based software with air float table (2002)	220.003
SCM Record 2 SCM Record 2 CNC routing machine with NPM750 controls with vacuum table size 1.68 x 3.2, vacuum pump and 10 position ATC (1996)	AA108364
Veenhuizen 3113 membrane press No makers plate or manufacturers details with vacuum table and Fibrom heating table no further information	
Morbidelli 430 Morbidelli Author 430s CNC routing machine with windows based controls with 2 position ATC, vacuum table system and Blowers Thermo VTR 50 vacuum pump (2004)	AL007341
Ortal FEG Multi 4 head hinge boring and inserting machine (2006)	6299
Cycles Ltd dust extraction system, 39,200 cfm with 2 No. 1400mm dia fans and 2 No. 1300mm dia fans and rotary valve	
Buckle scale 3D thermofforming insulation line for 1.7m x .3m (1553-20) Panels with Type RFF 1528-1-001 Pin Type vacuum press Chamber (2017)	11553-20
2 - hot rolls ceramic, automatic hot roll 60 and hot wire cutting machine	A11553273249
Automatic lay up bed with overhead camera system, manual deep draw bed for cut-off doors	A11553273182
Overhead gantry with chain block and lifting frame, vacuum receiver, RFF controls and equipment	A11553273187

Terms and Conditions

1 This Chattels Mortgage is made on this date and between the Chargor and the Company as shown in the Particulars on Page 1 (the "Particulars" or which forms part of this Chattels Mortgage).

It is agreed:

2 Definitions

In this Chattels Mortgage:

- 2.1 Unless the context otherwise requires all references to legislation or any law include reference to any changes to it and any replacements of it; the singular includes the plural and vice versa; and the masculine includes the feminine and vice versa.
- 2.2 "Agreement" includes a bailment agreement, mortgage, legal charge, loan agreement, hire purchase agreement, conditional sale agreement or any other agreement for financial accommodation whether made before or after the date hereof.
- "Chargor" includes successors in title of the Chargor and all other persons deriving title under the Chargor or claiming any interest in the Equipment through the Chargor.
- "Company" includes its successors and assigns.
- "Default Interest" means interest charged at the highest rate of interest or default interest payable under any document governing or evidencing the terms of the Indebtedness.
- "Equipment" means the plant, machinery, goods, chattels or other equipment (whether already acquired or to be acquired) specified in the schedule to this Chattels Mortgage (including all engines, appliances, parts, spare parts, instruments, accessories, accessories and other equipment of any kind attached on or to such goods or chattels) and any and all substitutions, alterations, replacements, renewals and additions made for or, in or to the same or any part of the same after the date of this Chattels Mortgage and, where the context so permits, any part or parts of them.
- "HSBC Group" means HSBC Holdings plc, its Subsidiaries and any associated and/or affiliated companies.
- "Indebtedness" means all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Company or any member of the HSBC Group by the Chargor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety upon any account or under any Agreement or in any other way whatsoever and also the amount of any bills discounted or paid and including (as well as) any demand made or judgement obtained against, commission, interest and other kind charges and expenses (including legal charges) occasioned by or incident to this or any other security held here offered to the Company for the redhibition or the enforcement of any such security comprised and compounded from time to time in accordance with the terms agreed between the Chargor and the Company relating thereto or in the absence thereof according to the then current practice of the Company.
- "Markings" means labels, plates or markings.
- "Receiver" means any one or more receivers, managers or administrators or persons appointed pursuant to this Chattels Mortgage in respect of the Company or over all or any of the Equipment and an administrative receiver shall have (in addition to the persons in clause 8 (Appointment of Receivers)) all the powers conferred upon him by Schedule 1 of the Insolvency Act 1986.
- "Security" means any mortgage, charge, pledge, assignment, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.
- "Security Period" means the period beginning on the date of this Chattels Mortgage and ending (a) on the date when the Indebtedness has been unconditionally and unconditionally repaid in full and the Chargor has ceased to be under any further, actual or contingent, liability to the Company under or in connection with this Chattels Mortgage.
- "Statutory" has the meaning given to it by Section 2(1) of the Companies Act 1985 (so the words may be replaced by Section 1(1) of the Companies Act 2006).
- "VAT" means value added tax payable pursuant to Value Added Tax Act 1994 or any replacement or amending legislation or of a subordinate and/or any replacement law in respect thereof and/or any other taxes payable in respect of supply or sale of goods from time to time in the relevant jurisdiction, and related words and expressions are to be construed accordingly.
- 2.3 Clause headings are for convenience only and are not to affect the construction of this Chattels Mortgage.

3 Covenant to pay

The Chargor covenants to pay to the Company and discharge the Indebtedness when it becomes due for payment and discharge.

4 Charging clause

- 4.1 The Chargor charges and assigns absolutely and unconditionally to the Company with full title guarantee, by way of a specific first charge, all of its right, title and interest in and to the Equipment (together with the benefit of:
- any and all obligations, guarantees and warranties given by any manufacturer or supplier of the Equipment
 - any and all obligations, guarantees and warranties given by any other party in respect of the Equipment in or in favour of the Chargor; and
 - the benefit of all manufacturing agreements and all copyrights, patents, trade marks, and other intellectual property rights relating to the Equipment entered into between the Chargor and any such third party.
- 4.2 Following the expiry of the Security Period the Company shall, upon the request and at the cost and expense of the Chargor, reassign the Equipment to the Chargor to the extent then still subsisting and capable of reassignment.

5 Representations

The Chargor represents and warrants to the Company:

- that it is the absolute legal and beneficial owner of the Equipment free from any Security (except for any lien arising by operation of law in the ordinary course of the Chargor's business); and
- that this Chattels Mortgage does not contravene any of the provisions of the memorandum and articles of association of the Chargor and has been duly authorised and executed.

6 Covenants

The Chargor covenants with the Company that, throughout the Security Period, it will:

- promptly upon demand by the Company, examine such legal and other mortgages, charges, assignments or securities as the Company shall require (upon terms and conditions acceptable to the Company) at the expense of the Chargor and on all the Chargor's estate and interest in the Equipment (including any vendor's lien) to secure all monies and liabilities agreed to be paid or incurred to be secured under this Chattels Mortgage;
- subject to the rights of any prior mortgagee, deposit with the Company all relevant documents of title, guarantees, insurance policies, manufacturing agreements and ancillary documents relating to the Equipment;
- initially and:
 - the rent, rates, assessments, charges, impositions, outgoings and taxes in respect of all premises of the Chargor; and
 - all monies due, debts, obligations and all outgoings in respect of the Equipment and keep the same from being taken from being detained for recovery or from being taken under any execution and shall at all times on demand produce or cause to be produced to the Company or its authorised agents the receipts for such payments and in default it shall be held that it is obligatory for the Company to pay and discharge such sums which at any time may be or become due, assessed or payable in respect of the premises of the Equipment and the Chargor shall repay the same to the Company on demand together with Default Interest;
- keep the Equipment permanently in its sole and exclusive possession at the location specified in the schedule or at such other premises as the Company shall require in writing and shall in any event take the Equipment out of England and Wales.

- (vi) affix to or engrave upon the Equipment such Markings as the Company shall require and not allow such Markings to be concealed, altered or removed;
- (vii) produce promptly to the Company the original of any order, direction, requisition, permission, notice, proceedings or correspondence affecting or likely to affect the Equipment and/or any premises of the Chargor served upon the Chargor by any third party, together with full particulars of such notice. The Chargor shall promptly, at its own cost, comply with the same and shall, if so required by the Company, at the Chargor's own cost, make or join in making such objections or representations against or in respect of the contents of any such notice as the Company may deem expedient or desirable;
- (viii) permit the Company or any person nominated by it to enter on any premises of the Chargor:
 - (A) to inspect the Equipment, including any Markings;
 - (B) to effect such repairs as the Company shall consider necessary or desirable; and
 - (C) generally to do all such acts as the Company considers necessary or desirable, in connection with this Chattels Mortgage;
- (ix) keep the Equipment in good and substantial repair and condition and in working order and will replace any parts of the Equipment as may be destroyed, damaged or worn out with new parts of at least similar quality and of at least equal value. The Chargor shall carry out such repairs to or replacement of the Equipment as the Company shall consider necessary or desirable;
- (x) pay to the Company on demand the amount of any VAT which may be payable in respect of any sums payable by the Chargor to the Company under or secured by this Chattels Mortgage or pursuant to the exercise by the Company of any of its rights under this Chattels Mortgage and the Chargor shall pay to the Company on demand an amount equal to any VAT or other sums payable or incurred by the Company under or pursuant to the Value Added Tax Act 1994 or any regulations made thereunder or otherwise in consequence of its having entered into this Chattels Mortgage (any transaction secured by this Chattels Mortgage or exercising any of its rights under this Chattels Mortgage). The Chargor shall indemnify the Company against any liability in respect of VAT;
- (xi) indemnify and hold each of the Company and any Receiver harmless against any and all claims, demands and liabilities howsoever caused relating to or arising out of the design, manufacture, possession, use, operation, redelivery or removal of the Equipment including those based upon infringement of any patent or other intellectual property rights;
- (xii) at any time after the Company shall have demanded payment of the indebtedness or if the Chargor defaults in the performance of any of its obligations under this Chattels Mortgage allow the Company, without further notice or further demand, immediately to put into force and exercise all rights, powers and remedies possessed by it and in particular (but without limitation) to take possession of the Equipment and for that purpose to enter upon any land or buildings where the Equipment are or are reasonably thought to be situated without being liable to the Chargor (but not by reason of such entry);
- (xiii) not use or permit the Equipment to be used for any purpose for which they are not designed or reasonably suited;
- (xiv) not, without the Company's prior written consent, make or suffer to be made any alteration or addition of a substantial nature to or to the Equipment other than for the purpose of effecting repairs in accordance with clause 6(c)(ii);
- (xv) not, without the Company's prior written consent, sell, attempt to sell, assign, charge, hire, lease, part with, share possession, dispose of, permit or suffer any distress or execution to be levied upon the Equipment;
- (xvi) not, without the Company's prior written consent, use or permit the Equipment to be used in any way contrary to law and shall comply with the requirements of any law so far as the same relates to or affects the Equipment or their use and shall promptly execute or cause to be executed all works that are required by law to be executed upon or in connection with the Equipment;
- (xvii) not, without the Company's prior written consent, in any manner or by any means cause the value of the Equipment to lessen or suffer them to be lessened, lost, worn and torn, excepted;
- (xviii) not, without the Company's prior written consent, create or permit to subsist or arise any further Security (other than that first arising by operation of law in the ordinary course of the Chargor's business) ranking in priority to or pari passu with this Chattels Mortgage upon the Equipment or on the interest of the Chargor in the Equipment; and
- (xix) not, without the Company's prior written consent, annex the Equipment to any premises of the Chargor if the result of such annexure is that the Equipment would or might become a fixture or fixture.

7. Insurance

- 7.1 The Chargor shall ensure that
 - (a) the following are maintained at all times with reputable insurers:
 - (i) insurance of the Equipment to its full replacement value under a standard form of all risks policy including, in particular, but without limitation, full cover against acts of terrorism;
 - (ii) insurance against liability of all kinds to third parties which arises directly or indirectly from the use, possession or execution of the Equipment, in a suit consistent with a high degree of prudence or such other sum as the Company may from time to time require;
 - (iii) any other insurance relating to the Equipment and required to be taken out by the Chargor or the Company by the laws of any part of the UK or any other relevant jurisdiction;
 - (b) in relation to each such insurance:
 - (A) the terms of the policy shall provide for all monies payable under the policy (except those payable to third parties) to be paid to the Company; and
 - (B) the policy at all times remains valid and covers all uses to which the Goods are put;
 - (c) unless the Equipment is motor vehicles, the policies referred to in clause 7.1(a) shall be in the joint names of the Company and the Chargor.
- 7.2 The Chargor shall pay all premiums under the policies and, on demand, shall provide to the Company each of the policies and such other evidence as the Company may require to show that the Chargor is complying with its obligations under this Chattels Mortgage. If the Chargor does not do this the Company may effect all or any of the above insurances itself and the Chargor shall repay to the Company on demand all sums paid by the Company and all costs and expenses incurred by the Company in effecting the same.
- 7.3 The Chargor will inform the Company in writing promptly of any event which may give rise to a claim under any of the insurance policies and irrevocably authorises the Company to make any such claim (take out the provision of any claim already made, settle any claim and give a good receipt for any insurance proceeds (as defined in clause 7.4)) and
- 7.4 All claims payable under the policies referred to in clause 7.1(a) ("Insurance Proceeds") shall be held on trust for the Company.
- 7.5 All Insurance Proceeds shall be applied first towards payment of the indebtedness and any other amounts payable pursuant to this Chattels Mortgage. The Chargor will then be entitled to receive any excess.

8. Appointment of Receiver

- 8.1 At any time after the Company shall have demanded payment or discharge of all or any part of the indebtedness, the Company may appoint any person to be a Receiver of the Equipment and related subject, in the case of an administrative receiver, in the satisfaction of the Claim any Receiver so appointed and appoint another in his place and a Receiver so appointed shall have power in the name of or on behalf and at the cost of the Chargor at his option (but only with the prior written consent of the Company) or in the name of the Company or at his option in his own name (and in any case, notwithstanding the liquidation of the Chargor) to do or omit to do anything which the Chargor could do or omit to do in relation to the Equipment and in particular, but without prejudice to the generality of the foregoing, any such receiver shall have power to:
 - (a) take possession of or collect and get in the Equipment and for that purpose to take any proceedings in the name of the Chargor or otherwise to sue, sue, defend and for that purpose to enter upon any premises of the Chargor and serve, demand and remove the Equipment without being liable for any loss or damage thereby sustained (other than through negligence);
 - (b) raise or borrow any money that may be required upon the security of the Equipment;
 - (c) forthwith and without the restriction imposed by either section 113 or section 851 PA 1925, sell, convey and money and either all or any part of the Equipment to, public auction or private contract and generally on such terms and in such order and conditions as he shall think proper.

- (iv) make any arrangement or compromise which he shall think expedient;
- (v) make and effect all repairs, renewals and any improvements of the Equipment as he may determine;
- (vi) maintain or renew all insurances;
- (vii) appoint managers, agents, officers, and workpeople for any of these purposes at such salaries and for such periods as he may determine;
- (viii) lease, let on hire purchase, store, alter or improve all or any part of the Equipment for such terms and at such times and on such other terms as he may think proper and accept a surrender of any lease or tenancy thereof;
- (ix) give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Equipment;
- (x) use the name of the Chargor for all or any of the purposes and in any legal proceedings with full power to convey any property sold in the name of the Chargor; and
- (xi) do all such other acts and things as may be considered to be incidental or conducive to any of these matters or powers and which he lawfully may or can do as agent for the Chargor.

8.2 A Receiver or Receivers so appointed shall be entitled to charge such amount for his remuneration as shall be agreed between such Receiver and the Company.

8.3 All monies received by such Receiver shall be applied:

- (i) first in payment of his remuneration and the costs of realisation;
- (ii) secondly in providing for the matters specified in the first three paragraphs of section 8 or section 109 L.P.A. 1925 and for the purposes aforesaid; and
- (iii) thirdly in or towards satisfaction of the indebtedness and all the foregoing provisions shall take effect as and by way of variation and extension of the provisions of sections 99 to 105 inclusive L.P.A. 1925 which provisions so varied and extended shall be regarded as incorporated in this Charter.

Mortgage

Any Receiver so appointed shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for his acts of default and remuneration.

9 Company authorised to execute documents

The Chargor hereby irrevocably appoints the Company and any Receiver appointed by the Company under this Charter Mortgage to be attorneys for it and in its name and on its behalf and as its act, deed or otherwise to sign, seal and deliver and otherwise perfect any such higher formal mortgage as abovementioned and any deed, assurance or act which may be required or may be deemed proper in any sale, lease or disposition by the Company or by such receiver of the Equipment under any power of sale, lease or other applicable disposition herein.

10 Other charges

Subject to clause 8(xxi), if the Chargor creates Security in relation to the Equipment or accessories of the Chargor, the Chargor shall promptly notify the Company of the same and if requested so by the Company shall procure from any mortgagee, chargee or debenture holder or other person having an interest (whether legal or equitable) in the Equipment or any premises of the Chargor a waiver in such form as the Company may require of all rights which the holder of such interest might otherwise be entitled to claim in the Equipment.

11 Notices

Any notice or demand by the Company to the Chargor shall be validly given if served personally on the Chargor or sent to it by first class prepaid post or left at its registered office for the time being or its last known or usual place of business.

12 Continuing security

This Charter Mortgage shall be a continuing security and shall extend to cover the utmost liability due from the Chargor to the Company or such lender there may have been from time to time or at any time a balance to the credit of the Chargor on any account between the Chargor and the Company, of any other matter of duty whatsoever and shall be in addition to and without prejudice to any other securities or remedies now or at any time held by the Company including (without prejudice to the generality of the foregoing) any security, deposit guarantee, indemnity, and all or any other form of security, charge or other assurance, Security or payment which may be assigned under any enactment relating to liquidation and its release, settlement or discharge which may have been given or made on the faith of any such assurance, security or payment shall prejudice or affect the rights of the Company against the Chargor under this Charter Mortgage.

13 Subsequent Security

13.1 If the Company receives notice of any other subsequent Security or other interest affecting all or any of the Equipment it may open a new account or accounts for the Chargor as its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Company, all payments made by the Chargor to the Company shall be treated as having been credited to such account of the Chargor and as having been applied in reduction of the indebtedness.

13.2 The Company shall have in addition to any general lien or similar right to which it may be entitled by law the right at all times and from time to time, either with or without notice to the Chargor, its well before as after any demand under this Charter Mortgage or otherwise to combine or consolidate all or any of the then existing accounts with and liabilities to the Company of the Chargor and/or to set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor under this Charter Mortgage on any other account or on any other request, whether such liabilities be actual, contingent, primary, collateral, several or joint.

14 Retention of Security

The Company shall be entitled to retain the Security created by this Charter Mortgage (including any documents relating to this Charter Mortgage or deposited or held under this Charter Mortgage) for a period of 25 months after the expiry of the Security Period notwithstanding any reassignment pursuant to clause 4.2 or any other release, settlement, discharge or arrangement given or made by the Company provided that if at any time within the period of 2 years after the expiry of the Security Period:

- (a) an administration order shall be made in relation to the Chargor; or
- (b) a petition shall be presented to a competent court for an order for the winding up of the Chargor; or
- (c) the Chargor shall commence to be wound up voluntarily.

The Company shall be at liberty to continue to retain such Security or any part including any documents aforesaid for and during such further period as the Company in its absolute discretion may determine, in which event such Security shall be deemed to have continued as if no order has been held by the Company as security for the payment and discharge of the indebtedness of any sums which shall or may become due and owing to the Company either by virtue of the provisions hereof or as a consequence of any order made under or by virtue of sections 238 to 243 inclusive of the Insolvency Act 1986.

15 Contracts (Rights of Third Parties) Act 1999

The parties to this Charter Mortgage do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any persons not a party to it. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to this Act.

16 Performance

The Chargor shall continue liable to perform all the obligations assumed by it in relation to the Equipment. The Company shall be entitled to enforce or insist upon the performance of such obligations in the event of its failure to do so by or through or on behalf of the Chargor or any of the guarantors.

17 **English law**

This Chattel Mortgage will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Agreement, its subject matter, negotiation or formation will be determined in accordance with English law. Both the Company and the Chargee submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Chattel Mortgage.

18 **Northern Ireland**

In Northern Ireland, for references in this Chattel Mortgage to the Law of Property Act 1925 and the Insolvency Act 1986, there shall be substituted the corresponding or appropriate provision as applicable in Northern Ireland, whether in the Conveyancing and Law of Property Act 1881, the Conveyancing Act 1911, the Companies (Northern Ireland) Order 1986 or otherwise and the words "The Chargee charges and assigns absolutely and unconditionally to the Company with full title guarantee." in clause 3 above shall be replaced with the words "The Chargee as beneficial owner charges and assigns to the Company"

Executed as a deed by the parties or their duly authorised representatives on the front page of this Chattel Mortgage on the date of this Chattel Mortgage