



Registration of a Charge

Company name: **BURTS POTATO CHIPS LIMITED**

Company number: **02665660**



X54TNITL

Received for Electronic Filing: **13/04/2016**

Details of Charge

Date of creation: **31/03/2016**

Charge code: **0266 5660 0006**

Persons entitled: **BARCLAYS BANK PLC**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BARCLAYS BANK PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2665660

Charge code: 0266 5660 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2016 and created by BURTS POTATO CHIPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th April 2016 .

Given at Companies House, Cardiff on 14th April 2016

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



Companies House



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

MORTGAGE
(all monies)

Parties

This mortgage is made between the Mortgagor named below and **Barclays Bank PLC** (Company Number 1026167) ("the Mortgagee" which expression shall include the Mortgagee's successors and assigns) of 1 Churchill Place, London E14 5HP and whose address for all correspondence in connection with this mortgage is **Barclays Mercantile Business Finance Limited** of Churchill Plaza, Churchill Way, Basingstoke, Hampshire RG21 7GP.

**Date and
Definitions**

1.1 The date of this mortgage is 31 March 2016
In this mortgage the following expressions have the meanings respectively set out against them:-

"Mortgagor": Burts Potato Chips Limited
(Co No 02665660) of The Klamp House,
Belliver Way, Roborough, Plymouth, PL6 7BP

"Goods": the goods, particulars of which are set out
in the Schedule to this mortgage and all
component parts, accessories,
improvements and renewals together with
all books, manuals, handbooks, technical
data, drawings, schedules and other
documentation and any amendments to
them belonging to the Goods;

"Insurances": all policies and contracts of insurance
taken out or to be taken out in respect of
the Goods, including all claims and
benefits arising under them and returns of
premium;

"Security
Interest": any mortgage, charge, pledge, lien or
other encumbrance;

"Total Loss": actual or constructive or compromised or
agreed or arranged total loss;

Interpretation

1.2 In this mortgage the masculine includes the feminine
and the neuter, and the singular includes the plural. If the
Mortgagor is two or more persons, that expression includes all
such persons (and each of them) and their liability under this
mortgage is joint and several. The rights and obligations of the
Mortgagor hereunder are personal to the Mortgagor and shall
not be capable of being assigned or transferred

Construction

1.3 The marginal notes are for ease of reference only and
do not affect the construction of this mortgage. Any reference in
this deed to a statutory provision shall be construed as a
reference to that provision as from time to time amended or
re-enacted. The benefit of this deed and the security created
hereby shall be available for the benefit of the Mortgagee's
successors and assigns.

To Pay

2. The Mortgagor will on demand in writing made to the
Mortgagor pay or discharge to the Mortgagee all monies and
liabilities which shall for the time being (and whether on or at

any time after such demand) be due owing or incurred to the Mortgagee by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and including interest discount commission legal and other costs charges and expenses (on a full indemnity basis as between solicitor and own client) with value added tax (if any) thereon and so that interest shall be computed and compounded as well after as before any demand made or judgment obtained hereunder.

Costs

3. Any legal or other costs, charges or expenses payable by the Mortgagor to the Mortgagee under the provisions of this mortgage are payable by the Mortgagor to the Mortgagee with value added tax thereon (if any). Legal Costs are payable on a full indemnity basis as between solicitor and own client.

Warranties by Mortgagor

4. The Mortgagor warrants to the Mortgagee that the Mortgagor:-

- (i) lawfully owns and is in possession of the Goods and that the Goods and the Insurances are free of any Security Interest (other than any Security Interest created or subsisting with the written consent of the Mortgagee);
- (ii) is not subject to any prohibition or restriction of its right or ability to enter into this mortgage.
- (iii) has power by its memorandum of association and has taken all corporate action necessary to enter into this mortgage;

Mortgage

5. The Mortgagor hereby mortgages and charges with full title guarantee to the Mortgagee all its right, title and interest in the Goods as security for all sums payable by the Mortgagor to the Mortgagee under this mortgage.

Undertakings by Mortgagor

6. The Mortgagor:-

- (i) shall at its own expense keep the Goods in good working order and condition;
- (ii) shall not use or permit the Goods to be used in contravention of any statute or regulation or for any purpose for which they are not designed or reasonably suitable and shall ensure that the use and operation of the Goods is by skilled personnel and is without risks to health and safety;
- (iii) shall not (except with the consent of the Mortgagee) sell, transfer, demise, let on hire or otherwise part with possession of the Goods or create or allow to arise any Security Interest in the Goods;
- (iv) shall maintain all records, logs and other records required by the manufacturers of the Goods;
- (v) shall replace any component part or item of the Goods where necessary provided that such replacement is of at least equivalent value and condition when compared to the original;

- (vi) shall cause any alterations to the Goods that are from time to time required by law to be made at the Mortgagor's expense, but shall not otherwise alter the Goods;
- (vii) shall not (except with the consent of the Mortgagee) remove the Goods or allow the Goods to be removed from England and Wales provided that if the Goods are commercial vehicles, the Mortgagor may take them anywhere in the European Union for up to 28 days per trip;
- (viii) shall notify the Mortgagee immediately:-
 - (a) on demand of the whereabouts of the Goods;
 - (b) of any occurrence as a result of which the Goods are or are likely to become a Total Loss;
- (ix) if required by the Mortgagee, shall allow the Mortgagee to indicate on them its interest in the Goods;
- (x) shall permit any person authorised by the Mortgagee at all reasonable times to inspect the Goods and permit or procure the granting of permission for such person to enter any land or premises where the Goods may be situated;
- (xi) shall pay on demand to the Mortgagee with interest all its costs and expenses incurred in:-
 - (a) the acceptance and registration of this mortgage;
 - (b) the preservation of the Mortgagee's security in the Goods;
 - (c) the exercise by the Mortgagee of any of its powers under this mortgage and in ascertaining the whereabouts and/or safekeeping of the Goods;
 - (d) any legal proceedings instituted by the Mortgagee under this mortgage.
- (xii) shall provide the Mortgagee with any financial and other information about the Mortgagor that the Mortgagee may from time to time request to evidence the Mortgagor's ability to meet its ongoing obligations under the Mortgagee.

Insurances

7.1 The Insurances shall be effected and maintained by the Mortgagor at all times while any amount is secured by this mortgage and shall be endorsed with a note of the Mortgagee's interest.

Risks Insured

7.2 The Insurances shall be all risks cover under policies, on terms, subject only to exclusions and/or an excess approved by the Mortgagee and with insurers acceptable to the

Mortgagee.

Sum Insured

7.3 The Goods shall be insured for their market value as agreed by the parties or, failing agreement, as determined, at the expense of the Mortgagor, by a valuer acceptable to the parties.

Premiums

7.4 The Mortgagor shall pay punctually all premiums payable by the Mortgagor in respect of the Insurances and, on request, produce receipts or other proof of payment to the Mortgagee.

Application of Insurance Proceeds

7.5 The Mortgagee may elect to require the Mortgagor to apply any proceeds of the Insurances received by it in making good the loss, repairing the damage, or satisfying the liability in respect of which the claim was made or in satisfaction of any amount secured by this mortgage and pending such election such proceeds shall be held in trust for the Mortgagee.

Insurance Warranties

7.6 The Mortgagor shall not use and shall not allow the Goods to be used other than in conformity with the terms of the Insurances, including any express or implied warranties, without the prior written consent of the insurers and without paying any extra premium required.

Mortgagee may Insure

7.7 If the Mortgagor fails to effect or maintain the Insurances, the Mortgagee may effect such Insurances at the Mortgagor's expense any such expense to be reimbursed to the Mortgagee on demand with interest.

Mortgagee's Powers

8.1 At any time after the money hereby secured shall have become payable the Mortgagee may, without prejudice to any powers available to a Mortgagee by law, do any of the following by itself or by such agents as it thinks fit and without prior notice to the Mortgagor:-

- (i) take possession of the Goods severing them from any land or other goods, if necessary, the Mortgagor reimbursing the Mortgagee any expense incurred or the cost of any damage suffered on demand with interest;
- (ii) move the Goods to a safe place;
- (iii) discharge, settle or take or defend any proceedings in respect of any claims incurred in connection with the Goods or the Insurances and collect on the Insurances and give any good receipts required;
- (iv) pending sale, insure, maintain, repair, operate, hire out or otherwise use the Goods;
- (v) sell by public auction or private sale, without advertisement and at such place, at such time and on such terms as the Mortgagee may determine;
- (vi) all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid.

Section 103 of the Law of Property Act 1925 shall not apply to this security or any sale made by virtue

hereof.

**Mortgagee not
Liable**

8.2 The Mortgagee shall not be answerable for any loss occasioned by sale by it of the Goods under this mortgage or any postponement of sale.

**Mortgagee's
Receipt**

8.3 On any sale of the Goods the Mortgagee's receipt for the purchase money shall effectively discharge the purchaser. The purchaser shall not be bound to enquire whether the Mortgagee's power of sale has arisen or is exercisable and shall not be concerned as to how the proceeds of sale are applied.

**Additional Sums Payable
on Administration**

9. If an administrator appointed in respect of the Mortgagor obtains a court order (the "order"), under paragraph 71 of Schedule B1 of the Insolvency Act 1986, authorising the disposal of the Goods then, in addition and without prejudice to any other amounts payable to the Mortgagee under this deed, the Mortgagor must (immediately upon the order being made or upon receipt of such net amounts, whichever is the later) pay the Mortgagee the net proceeds (within the meaning of paragraph 71 of Schedule B1 of the Insolvency Act 1986) of the disposal of the Goods plus any sum the court determines may be required to make good the deficiency referred to in Paragraph 71(3)(b) of Schedule B1 of the Insolvency Act 1986.

Attorney

10. The Mortgagor hereby irrevocably appoints the Mortgagee as its attorney with full power to substitute any other person, for the Mortgagor and in the Mortgagor's name to sign, seal, deliver and otherwise perfect any deed, assurance or agreement and do anything which may be required for any purpose under or in connection with this mortgage.

Waiver

11. The Mortgagee's rights and powers under this mortgage shall not be prejudiced or affected by delay or omission on the Mortgagee's part. If the Mortgagee, on occasion expressly or impliedly waives any of its rights or powers, such waiver shall not prevent the Mortgagee from subsequently acting strictly in accordance with such rights and powers.

Further Assurances

12. The Mortgagor shall at its own expense sign, seal, deliver and otherwise perfect any deed, assurance or agreement and do anything the Mortgagee may require to perfect or protect the security constituted by this mortgage.

Notices

13. Any notice served under this mortgage shall be sufficiently served if sent by pre-paid letter post to the respective addresses above (or such changed address as one party may notify to the other) and proof of dispatch shall be conclusive evidence of receipt by the addressee in due course of transmission.

Consolidation

14. If the Mortgagee has from the Mortgagor security over any other property of the Mortgagor, the Mortgagor may not redeem such security or the security constituted by this mortgage alone without the prior written consent of the Mortgagee. Section 93 of the Law of Property Act 1925 (which restricts the consolidation of mortgages) will not apply to the security constituted by this mortgage.

**Disclosure of
Information**

15. The Mortgagor agrees that the Mortgagee may disclose details of and relating to the transaction evidenced by

this mortgage to any credit reference agency, to HP Information Plc and to any credit broker concerned.

Severance

16. Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Law

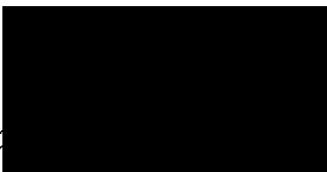
17. This mortgage, including any non-contractual obligations arising out of or in connection with this mortgage, is governed by and shall be construed in accordance with, English law.

IN WITNESS of which this deed was executed and is delivered on and takes effect from the day and year first before written.

SCHEDULE - THE GOODS

Description	Serial Number
Bagger 5 Bagging & Flavouring System	T301-3610R
Bagger 5 Extended Distribution & Controls	VM3-2891
	VM3-2892
	VM3-2887
	VM3-2889
	HM3-D1193
Bagger 5 End of Line Conveyors	HM3-D1194
	HM3-D1195
	HM3-D1196
	HM3-D1197
Bagger 5 Collators 5 & 6	V2014-1/ V2043-2
Bagger 5 & 6 Label Coder	2055140/1
Bagger 6 Bagger & Seasoner	T301-3627R
Bagger 6 Distribution	IF5-1077-1
	IF5-1098-1

Executed as a deed by the Mortgagor
acting by:-

Director.....

Full name.....DAVID A. NAIRN

in the presence of:

Witness.....

Full name.....VANESSA HARE

Occupation.....SOLICITOR

Address.....
Land Graham Partnership LLP
Lacemaker House
5-7 Chapel Street
Marlow, Bucks SL7 3HN