



Registration of a Charge

Company name: **BURTS SNACKS LIMITED**

Company number: **02665660**



X88UDQ3E

Received for Electronic Filing: **02/07/2019**

Details of Charge

Date of creation: **01/07/2019**

Charge code: **0266 5660 0016**

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 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2019 and created by BURTS SNACKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2019 .

Given at Companies House, Cardiff on 3rd July 2019

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

This is a security document and should be registered at Companies House within 21 days of creation. The Company/LLP executing this chattel mortgage understands that this document will be available for inspection upon application to Companies House.



Chattel Mortgage (all monies)

This Chattel Mortgage is dated 1/7/19

Between

- (1) **Borrower** Burts Potato Chips Limited incorporated in England and Wales with number 02665660
of

The Klamp House, Belliver Way, Roborough, Plymouth, PL6 7BP
- (2) **Bank** Barclays Bank PLC (incorporated in England and Wales with number 1026167) of 1
Churchill Place, London E14 5HP whose address for correspondence in connection with
this mortgage is c/o Barclays Mercantile Business Finance Limited of One Snowhill,
Snowhill Queensway, Birmingham, B4 6GN.

1. Definitions and Interpretation

1.1 Definitions

In this mortgage the following expressions have the meanings respectively set out against them:

Assets	the equipment and/or chattel assets specified in the Schedule to this mortgage and all component parts, accessories, improvements, replacements and substituted assets acquired by the Borrower and all renewals together with all books, manuals, handbooks, technical data, drawings, schedules and other documentation relating to the same and any amendments to the same belonging to, forming a part of or at any time used exclusively with or attached to the Assets (and where such assets comprise multiple items, references in this mortgage to "Assets" shall be to all such assets and to any individual asset as the context permits);
Barclays Group	means Barclays PLC and any of its Subsidiaries.
Business Day	means a day (other than a Saturday or Sunday) on which the Bank is ordinarily open to effect commercial loan business transactions of the kind secured by this mortgage;
Insurances	all policies and contracts of insurance taken out or to be taken out in respect of the Assets, including all claims and benefits arising under them and rights to returns of premium;
Receiver	a receiver or receivers appointed under this mortgage;

You can get this in Braille, large print or audio by calling 0800 400 100* (via Text Relay or Next Generation Text Relay if appropriate). Barclays also welcomes calls via SignVideo for BSL users. Visit barclays.co.uk/signvideo

*Calls to 0800 numbers are free from UK land lines and personal mobiles, otherwise call charges may apply. Please check with your service provider. Calls to 03 numbers will cost the same as a call to an 01 or 02 number and will be included in any inclusive minutes. To maintain a quality service we may monitor or record phone calls. Premier Support team lines are open Monday to Friday, excluding Bank Holidays, 9am to 5pm. Accessible Services lines are open 7 days a week, 7am to 11pm.

Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP. The Lending Code sets minimum standards of good practice when dealing with certain customers in the UK, in relation to loans, current account overdrafts, charge cards and credit cards. The Lending Code applies to consumers, micro-enterprise customers and charities with an annual income of less than £1 million. Further details can be found at www.lendingstandardsboard.org.uk. Barclays Bank PLC subscribes to the Lending Code which is monitored and enforced by the Lending Standards Board.

Secured Obligations	all of the monies, obligations, and liabilities of the Borrower described in clause 2 below or otherwise due, owing or incurred by the Borrower to the Bank or any person for whom the Bank is acting as agent (whether disclosed or not);
Secured Property	the Assets and all other rights and interests mortgaged, assigned or charged to the Bank pursuant to the terms of this mortgage and includes any part of them;
Security Interest	any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
Sterling and £	mean the lawful currency for the time being of the UK;
Subsidiary	means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.
Tax	means all present and future taxes, charges, imposts, duties, levies, deductions, withholdings or fees of any kind (and including any liability therefor) wheresoever imposed by any statutory, governmental, international, or local authority, body or department together with any penalties, fines, surcharges or interest including (without limitation) income tax, corporation tax, VAT, customs and other import duties and stamp duty;
Total Loss	any event by virtue of which an Asset ceases to exist or ceases to be available or is otherwise rendered unfit for use by the Borrower including (without limitation) such Asset being declared an actual or constructive loss by insurers, such Asset being stolen, destroyed, lost, confiscated or damaged so as to be incapable of effective use or beyond economic repair; and
VAT	means value added tax or any similar tax substituted for it from time to time.

1.2 Interpretation

In this mortgage the singular includes the plural. If the Borrower is two or more legal entities that expression includes all such legal entities (and each of them) and their liability under this mortgage is joint and several. The Bank may at any time sell, assign, novate, securitise or otherwise transfer all or part of its rights and/or obligations in respect of this mortgage to any person at any time (a "Transferee"). The Borrower consents to the disclosure by the Bank of any information and documentation directly or indirectly concerning this mortgage to any prospective or actual Transferee. The Borrower may not assign or otherwise transfer any of its rights or obligations under this mortgage.

1.3 Construction

The marginal notes included in this mortgage are for ease of reference only and do not affect the construction of this mortgage.

References to statutory provisions are to provisions of England and Wales statutes and include references to amended, extended or re-enacted versions or (where such a statute is replaced by an equivalent or substituted provision) as a reference to such replacement or substituted provision.

References to the Borrower or the Bank shall include references to their respective successors and permitted assigns or transferees

The benefit of this mortgage and the security created hereby shall be available for the benefit of the Bank's successors and assigns and any company for which the Bank may be acting as agent (whether disclosed or not).

References to **obligations, liabilities, indebtedness or amounts outstanding** shall include any obligation for the payment or repayment of money (whether present or future, actual or contingent).

The expression **person** means any person, firm, company, corporation, government, state, agency of a state, association, trust or partnership.

The expression **company** includes any company or corporation irrespective of its jurisdiction of incorporation and a limited liability partnership established under the Limited Liability Partnerships Act 2000.

1.4 Independent security

Each of the mortgages, assignments or fixed charges created by clauses 5, 6 and 7 below are to be construed as separate and individual mortgages, assignments or fixed charges as if each right and asset referred to were separately mortgaged, assigned or charged by fixed charge in its own independent clause such that if any individual right or asset is, as a matter of law, charged by only a floating charge then this will not prejudice the fixed security over any other rights or assets mentioned in the same clause, sub-clause or paragraph.

2. **Covenant to pay**

- 2.1 The Borrower agrees that it will on demand in writing made to the Borrower pay or discharge to the Bank 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 Bank by the Borrower whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and including interest, discount, commission and all legal and other costs, charges and expenses incurred by the Bank in recovering the Assets or otherwise in preserving, protecting or enforcing this mortgage with value added tax (if any) charged on the same and so that interest shall be computed and compounded as well after as before any demand made or judgment obtained hereunder. All amounts payable under this covenant and any other term of this mortgage must be paid without any set off, deduction or counterclaim of any kind.
- 2.2 The Bank may at any time and from time to time without notice (but shall not be obliged to) set off any obligation which is due and payable by the Borrower to the Bank and/or any other member of the Barclays Group and is unpaid against any obligation (whether or not matured) owed by the Bank and/or any other member of the Barclays Group to the Borrower, regardless of the place of payment, booking branch or currency of either obligation.
- 2.3 If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off and if when converted it leaves the Bank with less than the amount due the Borrower must make good the amount of the shortfall on demand.
- 2.4 The Bank may in its absolute discretion estimate the amount of any liability of the Borrower which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Bank to the Borrower unless and until all Secured Obligations have been ascertained and fully repaid or discharged.

3. **Costs**

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

4. **Representations**

The Borrower represents and warrants on the date of this mortgage and as continuing representations and warranties to the Bank that the Borrower:

- 4.1 is the sole legal and beneficial owner of the Assets and has good, valid and marketable title to the Assets and is in possession of the Assets;
- 4.2 that all of the Secured Property is free of any Security Interest (other than any Security Interest created or subsisting with the written consent of the Bank);
- 4.3 the Assets are located in (and will remain located in) England or Wales and are not affixed to, or otherwise connected with, any land or building so that the Assets would or might become a fixture;

- 4.4 the Insurances comply fully with all of the terms and requirements of this mortgage;
- 4.5 it is legally empowered to grant is not subject to any prohibition or restriction of its right or ability to enter into this mortgage; and
- 4.6 it has taken all necessary action to authorise the entering into of this mortgage and the performance of its obligations under this mortgage.

5. Mortgage

As security for the Secured Obligations and with full title guarantee the Borrower now:

- 5.1 mortgages to the Bank all of its right, title and interest in the Assets to the extent the same is detailed in the Schedule to this mortgage; and
- 5.2 assigns to the Bank by way of security all of its rights, title and interest in all presently held Insurances (including all rights to claims, returns of premium and all proceeds paid or payable thereunder); and
- 5.3 assigns to the Bank by way of security the benefit of and all of the Borrower's rights under (and all rights to demand and receive all monies whatsoever payable under) all existing guarantees, warranties and all servicing and maintenance agreements and all intellectual property rights owned by it or licensed to it or to which it is entitled relating to such Assets or their use.

6. Fixed charge

As further security for the Secured Obligations, the Borrower with full title guarantee charges in favour of the Bank by way of first fixed charge:

- 6.1 (without prejudice to any other term of this mortgage) all Assets which are not owned by the Borrower on the date of this mortgage and which the Borrower subsequently acquires;
- 6.2 all assets of the same or similar type as the Assets which are acquired by the Borrower at any time in the future in replacement for, as a renewal of, as additions to or otherwise to supplement the Assets;
- 6.3 all future guarantees, warranties and servicing and maintenance agreements to which it becomes entitled in relation to the Assets; and
- 6.4 the benefit of all present and future Insurances (including all rights to claims, returns of premium and all proceeds paid or payable thereunder),

to the extent not effectively mortgaged to the Bank by clause 5 above.

7. Release

Upon the Bank being satisfied that all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, it will, at the request of the Borrower, release the Secured Property from the security created by this mortgage (and reassign to the Borrower all rights assigned to the Bank under Clause 5).

8. Undertakings

The Borrower:

- 8.1 shall at its own expense keep the Assets in good working order and in good repair and condition. The Borrower will ensure that the Assets are maintained and properly serviced complying (where applicable) with any manufacturer's recommendations for the same;
- 8.2 shall not use or permit the Assets 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 Assets is at

all times carried out by skilled personnel and with the highest regard to health and safety;

- 8.3 shall not use the Assets or permit the Assets to be used in any way contrary to any insurance taken out in connection with the Assets (including any express or implied terms or warranties thereunder) and not do or fail to do anything which may jeopardise or invalidate such insurance or reduce the amount of any claim which may or could be made thereunder. In particular, where the Assets include or comprise any motor vehicle, not to use such Assets or cause or permit them to be used unless there is a policy of insurance in force in respect of third party risks complying with the requirements of the road traffic legislation in relation to the user of the Assets;
- 8.4 shall not (except with the prior written consent of the Bank) sell, transfer, demise, let on hire or otherwise part with possession of the Assets or create or allow to arise any Security Interest in the Assets;
- 8.5 shall maintain complete and accurate records and logs of maintenance, repair and servicing and of all other matters required by law and/or required or recommended by the manufacturer(s) of the Assets (or in the absence of such recommendations or requirements, good practice);
- 8.6 shall deposit with the Bank on request the original invoice or other evidence of the acquisition of title to the Assets;
- 8.7 shall replace any component part or item of the Assets where necessary provided that such replacement is of at least equivalent value and condition when compared to the original;
- 8.8 shall make promptly all alterations to the Assets that are from time to time required by law to be made at the Borrower's expense, but shall not otherwise alter or modify the Assets;
- 8.9 shall not (except with the prior written consent of the Bank) remove the Assets or allow the Assets to be removed from England and Wales provided that if the Assets comprise or include commercial vehicles, the Borrower may take such Assets anywhere in the European Union for up to 28 days per trip subject to having appropriate insurance in place;
- 8.10 shall notify the Bank immediately:-
- (i) on demand of the whereabouts of the Assets;
 - (ii) of any damage to the Assets beyond normal wear and tear;
 - (iii) of any occurrence as a result of which the Assets have become or are likely to become a Total Loss,
- and agrees not to settle, compromise or agree any claim under the Insurances arising as a result of such damage or loss without the prior written consent of the Bank;
- 8.11 if required by the Bank, shall allow the Bank to indicate its interest in or on the Assets by affixing a plate or other permanent record and (once so affixed) will not remove or obscure the same;
- 8.12 shall permit any person authorised by the Bank at all reasonable times to inspect the Assets and permit or procure the granting of permission for such person to enter any land or premises where the Assets may be situated;
- 8.13 shall pay on demand to the Bank with interest all its costs and expenses incurred in:-
- (i) the acceptance and registration of this mortgage;
 - (ii) the preservation of the Bank's security in the Assets;
 - (iii) the exercise by the Bank of any of its powers under this mortgage and in ascertaining the whereabouts and/or safekeeping of the Assets; and
 - (iv) any legal proceedings instituted by the Bank under this mortgage.

- 8.14 shall not (without the prior written consent of the Bank) permit the Assets to become affixed to, or otherwise connected with, any land or building so that the Assets would be or might become a fixture. As between the Bank and the Borrower the Assets will remain personal moveable property and as such may be removed at any time by the Bank, its agents or any Receiver if ever the Assets do become so affixed;
- 8.15 shall, if required, obtain from any landlord of the premises at which the Assets may from time to time be situated on anything other than a temporary basis a waiver of any rights of seizure or other enforcement action against the Assets in a form acceptable to the Bank, or, if it is not practical, in the Bank's opinion, to obtain a formal waiver from the landlord, to give the landlord of such premises notice of the security created by this mortgage in a form acceptable to the Bank;
- 8.16 shall pay and discharge as they fall due all debts, liabilities and damages whatsoever which have given or may give rise to liens on or claims enforceable against the Assets whether by way of an enforcement action or otherwise and in the event of the detention of the Assets in the exercise or purported exercise of any such lien or claim, to procure the release of the same from such detention immediately upon receiving notice of it. If the Borrower fails to comply with this covenant then the Bank may do so at the expense of the Borrower. The Borrower may recover such amounts from the Borrower on demand and pending doing so it will form part of the obligations secured by this mortgage; and
- 8.17 shall provide the Bank with any financial and other information about the Borrower, the Borrower's business and/or the Assets that the Bank may from time to time request.

9. Insurances

The Borrower agrees that:

- 9.1 it shall insure the Assets or procure that the Assets are insured under a comprehensive policy for all usual risks of loss or damage for the full replacement value of the Assets (as agreed by the parties or, failing agreement, as determined, at the expense of the Borrower, by a valuer acceptable to the Bank) and against any claim by an employee, agent, contractor or sub-contractor of the Borrower or any third party in relation to the Assets for any loss or damage arising from their use subject only to exclusions and/or an excess approved in advance by the Bank;
- 9.2 it shall effect such insurance referred to in clause 9.1 above with an insurer approved by the Bank and will notify the Bank of the name of the insurer and the policy number and of any change in the insurer, the policy number or cover provided (all of which must first have been approved by the Bank in writing);
- 9.3 it will punctually pay all premiums payable in respect of the Insurances; and
- 9.4 it will (1) procure that the Bank is a co-insured with the Borrower in relation to the Assets under the policy effected in accordance with clause 9.1 or, if the Bank otherwise agrees, with a note of the interest of the Bank being made on the policy. In either case a full loss payee clause must be included in favour of the Bank (and, unless the Bank otherwise agrees, a mortgagee non-vitiation and invalidation clause or endorsement in terms acceptable to the Bank) and (2) produce to the Bank on demand the policy, all endorsements and all premium receipts.

10. Insurance Proceeds

The Bank may elect to require the Borrower 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 the discretion of the Bank) in satisfaction of any amount secured by this mortgage and pending such election such proceeds shall be held in trust for the Bank in a separate account as a fixed charged asset under the terms of this mortgage and may not be mixed with other funds or otherwise used by the Borrower.

11. Bank may Insure

If the Borrower fails to effect or maintain the Insurances in accordance with this mortgage, the Bank may effect such Insurances at the Borrower's expense (any such expense to be reimbursed to the Bank on demand with interest). If the Borrower fails to deliver a premium receipt in accordance with clause 9.4 the Bank may assume that the Borrower

has failed to insure the Assets in accordance with the requirements of this mortgage.

12. Powers arise

The power of sale and other powers conferred by the Law of Property Act 1925, as varied or extended by this mortgage, each arise on the date of this mortgage and shall be immediately exercisable at any time after a notice demanding payment of and/or discharge and/or provision for any of the Secured Obligations shall have been served on the Borrower by the Bank (or anyone on its behalf) (a **Demand**). Section 103 of the Law of Property Act 1925 shall not apply to the security created by this mortgage or any sale made under this mortgage and any such sale may be made on such terms as the Bank or any Receiver may think fit.

13. Receiver

At any time after a Demand has been served or at the request of the Borrower, the Bank may in writing appoint any person or persons to be a Receiver (with the power to authorise joint Receivers to exercise their powers jointly or severally) and may remove any Receiver and appoint another or others in his or their place. Any Receiver's powers shall include (but not be limited to) the power to:

- 13.1 take possession of, collect and get in the Secured Property and in doing so may sever the Assets (where necessary) from any land or other assets and in doing so the Receiver may settle and give good discharge for all claims outstanding in respect of the Assets. The Borrower agrees to reimburse to the Receiver and the Bank any and all expenses so incurred or the cost of any damage suffered on demand with interest;
- 13.2 move the Assets to a safe place and store the Assets;
- 13.3 discharge, settle or take or defend any proceedings in respect of any claims incurred in connection with the Secured Property and collect on the Insurances and give any good receipts required;
- 13.4 insure, maintain, repair, operate, hire out, lease or otherwise use the Assets;
- 13.5 sell or concur in selling any of the Secured Property by public auction or private sale, without advertisement and at such place, at such time and on such terms as the Receiver may determine;
- 13.6 carry on manage or concur in carrying on and managing the business of the Borrower or any part of it in so far as the same relates to the Secured Property, to perform any obligation of the Borrower relating to such matters, to exercise all rights, duties and powers of the Borrower in connection with the Secured Property, to raise or borrow any money that may be required upon the security of the whole or any part of the Secured Property;
- 13.7 carry out all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid; and
- 13.8 have access to and make use of the premises, plant, equipment and accounting and other records of the Borrower and the services of its staff for all or any of the above purposes.

In addition to all powers given above or under statute, a Receiver will also have the right to exercise all powers in relation to the Secured Property which are or would be exercisable by an administrative receiver and which are set out in Schedule 1 to the Insolvency Act 1986 (even though the Receiver is not appointed as and is not an administrative receiver and whether or not it could as a matter of law be appointed as one) and without being restricted in any way by any of the other provisions of this mortgage. Any Receiver shall be deemed to be the agent of the Borrower and not of the Bank.

14. Bank's powers

Following a Demand the Bank may by itself or by its servants, delegates or agents (without appointing a receiver) exercise all or any part of the powers conferred on a Receiver by this mortgage or by statute but so that the Bank shall not as a result become liable to account as mortgagee in possession.

15. Exclusions

The Bank, any Receiver and their delegates shall not be liable to account to the Borrower for anything except the Bank's own actual receipts or be liable to the Borrower for any loss or damage arising from any sale or realisation (or postponement of any such sale or realisation) by the Bank, any Receiver or their delegates of the Secured Property or for any act, default, omission or negligence of any of the same in relation to the Secured Property.

16. Bank's receipt

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

17. Additional Sums

If an administrator appointed in respect of the Borrower obtains a court order (the **order**), under paragraph 71 of Schedule B1 of the Insolvency Act 1986, authorising the disposal of any of the Secured Property then, in addition and without prejudice to any other amounts payable to the Bank under this mortgage, the Borrower must (immediately upon the order being made or upon receipt of such net amounts, whichever is the later) pay the Bank the net proceeds (within the meaning of paragraph 71(3) of Schedule B1 of the Insolvency Act 1986) of the disposal of the Assets 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.

18. Attorney

As security for the performance of its obligations and liabilities under this mortgage, the Borrower now irrevocably appoints the Bank and any Receiver jointly and severally as its attorney (with full power to substitute any other person for the Bank) and in the Borrower's name to sign, seal, deliver and otherwise perfect any deed, assurance or agreement and do anything which may be required in order to perfect or enforce the security created or intended to be created by this mortgage or for any other purpose under or in connection with this mortgage.

19. Continuing Security

This mortgage shall be a continuing security and shall not be considered satisfied, discharged or redeemed by any intermediate payment or satisfaction of the whole or any part of the monies and obligations due, owing or incurred to the Bank.

20. Further Assurance

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

21. Notice of further security

If the Bank receives notice of any subsequent Security Interest affecting the Secured Property then the Bank may open a new account or accounts for the Borrower. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Borrower to the Bank shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount due from the Borrower to the Bank at the time when it received such notice.

22. Consolidation

If the Bank has from the Borrower security over any other property of the Borrower, the Borrower may not redeem such other security or the security constituted by this mortgage alone without the prior written consent of the Bank. 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.

23. Notices

Every notice, request or other communication under or relating to this mortgage shall:

- (a) be in writing delivered personally or by prepaid first class letter or by electronic mail or other electronic means as agreed between the Bank and the Borrower;
- (b) be deemed to have been received by the Borrower when delivered personally or 48 hours after it has been sent by first class post or, in the case of electronic mail, at the time of transmission (provided that if the date of transmission is not a Business Day or the time of the transmission is after 18.00 on a Business Day it shall be deemed to have been received at the opening of business on the next Business Day); and
- (c) be sent (i) to the Borrower at the address advised to the Bank; and (ii) to the Bank at the address advised to the Borrower from time to time or to such other address in England as may be notified in writing by the relevant party to the other.

All notices, requests and communications to the Bank shall be effective only on actual receipt by the Bank in readable form at the address specified by the Bank.

24. Indemnity

The Borrower shall indemnify the Bank on demand at all times against each and every liability, Tax, levy, duty, charge, fee, damages, enforcement, preservation, proceedings, judgement, claim, cost (including legal costs and valuation costs), expenses, loss or fine suffered or incurred by or imposed on the Bank from time to time in connection with:

- (a) the Assets; and/or
- (b) any right, title or interest in, the Assets; and/or
- (c) the purchase, operation or sale of the Assets.

25. Disclosure of Information

The Bank may disclose any information relevant to this mortgage in the Bank's possession relating to the Borrower and the Assets to:

- (a) the Borrower and any other person who has given a guarantee or security relating to the Secured Obligations;
- (b) any member of the Barclays Group and any of its or their officers, directors, employees, professional advisers, auditors and any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian;
- (c) any credit reference or rating agency or fraud prevention agency or company;
- (d) HPI Limited and to any credit broker concerned;
- (e) any person who may otherwise enter into contractual relations with the Bank in relation to this mortgage;
- (f) anyone the Bank considers to be or likely to be involved in an assignment or transfer or possible assignment or transfer of all or any of the rights and/or obligations in respect of the mortgage, in whole or in part, including any person or persons (i) in connection with a securitisation of all or any part of the lease or loan assets of any member of the Barclays Group from time to time or (ii) who may otherwise enter into contractual relations with any member of the Barclays Group in connection with the mortgage;
- (g) anyone to whom information is required or requested to be disclosed by any court of competent jurisdiction or governmental, banking, taxation or other regulatory authority or similar body; and
- (h) anyone to whom information is required or requested to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes.

26. Severance

If any provision of this mortgage is or becomes invalid or unenforceable to any extent, the remainder of this mortgage shall not be affected and each such provision shall be valid and enforceable to the fullest extent permitted by law.

27. Forbearance

All rights, powers and privileges under this mortgage shall continue in full force and effect, regardless of the Bank's exercising, delaying in exercising or omitting to exercise any of them. The rights and remedies of the Bank in respect of this mortgage are cumulative and not exclusive of any right or remedy provided by law.

28. Entire agreement

This mortgage constitutes the entire agreement and understanding between the Bank and the Borrower in relation to its subject matter. It supersedes any prior promises, representations and undertakings or implications whether made orally or in writing to the Borrower which may not be relied upon once this mortgage has been entered into. All and any liability for any prior representations made by the Bank or anyone acting on its behalf to the Borrower is expressly excluded even if made negligently or carelessly.

29. Perpetuities

If the rule against perpetuities applies to any trust created by this mortgage, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

30. Governing law

This mortgage and all non-contractual obligations arising out of or in connection with it, are governed by English law and the Borrower submits to the exclusive jurisdiction of the English Courts.

31. Jurisdiction

Clause 30 above is for the benefit of the Bank only. As a result, it does not prevent the Bank from taking proceedings relating to any dispute relating to this mortgage in any other courts with jurisdiction. To the extent allowed by law the Bank may take concurrent proceedings in any number of jurisdictions.

This mortgage has been executed as a deed and it has been delivered on the date stated at the beginning of this mortgage.

Schedule

The Assets

Asset description*	Serial number	Registration number	Chassis Number
2X Fabcon Potato Infeed, Oil Tanks & Handling Flue			
2x Blueprint BPA Collator 200 P-944-20172310-2			
2x Ishida DACS-G-5015- 24-SS-I-S Checkweighers			
Ishida Weighers & Baggers			
Key Technology Potical Sorter			
Water Mist Pumped Fire Suppression System			

*All references to Assets includes all instruction books, manuals, registration documents, user documents, service records, all ancillary assets or equipment (for example, refrigeration units, tail-lifts, tipping equipment, superstructure, crane and body components, as appropriate), component parts, spares, accessories, additions, alterations and replacements parts, substitutes and upgrades together with all cabling, batteries and chargers, manuals, guides, operating instructions, schematics, licences and documents relating thereto.

Execution block

Signature of director _____

Full name (please PRINT) DAVID A. NAIRN

Signature of director/company secretary _____

Full name (please PRINT) MICHAEL COSBY

OR:

Signature of director _____

Full name (please PRINT) _____

in the presence of the following witness:

Signature of witness _____

Full name (please PRINT) MRS KELLY LOUISE PERRYMAN

Address (please PRINT) _____

Occupation (please PRINT) FINANCIAL CONTROLLER