

# MR01

## Particulars of a charge

000755 / 23



Companies House



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

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

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

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

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



\*A5Z1M9X5\*

A26

28/01/2017

#160

COMPANIES HOUSE

SATURDAY

### 1 Company details

Company number 02896421

Company name in full NATURES WAY FOODS LIMITED



For official use

→ Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 25/01/2017

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

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

Name LLOYDS BANK PLC

Name

Name

Name

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

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

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## Particulars of a charge

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## Brief description

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

Brief description

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

Please limit the description to the available space

5

## Other charge or fixed security

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

☒ Yes

☐ No

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## Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

## Negative Pledge

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

☐ Yes

☒ No

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Trustee statement <sup>①</sup>

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

☐

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

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## Signature

Please sign the form here

Signature

Signature

X  X

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

MR01

## Particulars of a charge

**Presenter information**

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

Contact name **Kat Mailley**

Company name **Lloyds Bank Plc**

Address **4th Floor**

**125 London Wall**

Post town **London**

County/Region

Postcode **E C 2 Y 5 A S**

Country

DX

Telephone **0207 158 8471**

**Certificate**

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

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

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

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number. 2896421

Charge code: 0289 6421 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th January 2017 and created by NATURES WAY FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2017

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Given at Companies House, Cardiff on 3rd February 2017



**Companies House**



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

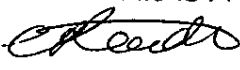
# CHATTEL MORTGAGE

between

(1) LLOYDS BANK PLC

and

(2) NATURES WAY FOODS LIMITED

I CERTIFY THAT THIS IS A TRUE COPY	
Signature	
Name (Print)	CAREY READE
Date	26/01/2017
Staff Number	7961214

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CORPORATE ASSET FINANCE

# CHATTEL MORTGAGE

between

(1) LLOYDS BANK PLC

and

(2) NATURES WAY FOODS LIMITED

**THIS CHATTEL MORTGAGE is made on 25<sup>th</sup> JANUARY. 2017**  
**between:**

- 1. NATURES WAY FOODS LIMITED** (registered number 02896421), whose registered office is at Park Farm, Chichester Road, Selsey, West Sussex, PO20 9HP ("Mortgagor"), and
- 2 LLOYDS BANK PLC** (registered number 00002065), whose registered office is at 25 Gresham Street, London EC2V 7HN ("Lloyds")

**IT IS AGREED**

**1. DEFINITIONS**

In this Mortgage, words and expressions used in the Loan Agreement have the same meanings when used in this Mortgage and the following words and expressions have the following meanings

**Attorney** has the meaning given to it in Clause 11.1

**Business Day** means any day on which dealings are carried on in the London Interbank market

**Covered Person** means Lloyds, each member of the group of companies of which Lloyds is a member, their respective officers, employees and agents and any Receiver

**Equipment** means the equipment described in Schedule 1 to this Mortgage and where the context so requires includes each or any part of that equipment, all its accessions including maintenance and other records, manuals, handbooks, data and drawings relating to that equipment, documentation relating to warranties and patent indemnities given by manufacturers or suppliers of that equipment and all substitutions, replacements, additions and renewals whenever made of or to that equipment

**Further Documentation** means any further legal or other assignments, mortgages, securities, charges, agreements and any other legal documentation as Lloyds requires the Mortgagor to enter into relating to all or any part of the Mortgaged Property to secure the Secured Liabilities

**Insurance Permitted Excess** means, in respect of any Equipment, such amount as Lloyds may specify from time to time

**Insurances** means all insurances taken out in respect of the Equipment including (a) all policies and contracts of insurance and all cover notes and slips, (b) all the rights of the Mortgagor under such insurances, and (c) all claims and moneys payable under such insurances

**Interest** means interest at the default rate as set out in the Loan Agreement

**Loan Agreement** means the loan agreement entered into on the date of this Mortgage between the Mortgagor and Lloyds for the loan of monies from Lloyds to the Mortgagor to enable the Mortgagor to buy the Equipment

**Loss** includes all losses, damages, liabilities, claims, proceedings (whether civil or criminal), actions, penalties, fines, charges, demands or other sanctions, judgments, costs and expenses in any way associated with the Mortgaged Property (including legal costs on an unqualified full indemnity basis)

**LPA** means The Law of Property Act 1925

**Mortgaged Property** means the property, assets and rights referred to in Clause 3.1 and such expression includes all or any part of them

**Receiver** means any receiver or receiver and manager appointed by Lloyds either under this Mortgage or under its statutory power

**Secured Liabilities** means all moneys, indebtedness, obligations and liabilities, which now or at any time in the future may be or become due, owing or incurred by the Mortgagor to Lloyds under this Mortgage or the Loan Agreement whether actual or contingent and whether owed jointly or severally or as principal

**Security Interest** means any mortgage, charge, encumbrance, hypothecation, assignment by way of security, pledge, lien, right of set-off or other security interest however created or arising

**Specified Location** means the place set out in Schedule 1 to this Mortgage

**Tax Liability** means a liability to make an actual payment of tax or amounts in respect of tax and the loss, utilisation or set-off of any relief, allowance, credit, deduction, exemption or right to repayment of tax

**Termination Event** means any of the events set out in the Loan Agreement the happening of which would entitle Lloyds to require immediate repayment of the Loan

**Third Party** has the meaning given to it in Clause 8.1

**Total Loss** means, in respect of any Equipment, its total loss or constructive or arranged total loss as declared by the insurers or otherwise adjudged which shall occur on the date of the occurrence giving rise to a Total Loss or in the case of a constructive or arranged Total Loss the declaration thereof by the insurers or the date that Total Loss is adjusted

## 1 2 In this Mortgage

1 2 1 References to "Mortgagor" and "Lloyds" and any other person where the context admits include their respective successors in title, transferees and/or permitted assigns. Any appointment or removal under Clauses 6 and 7 or consents under this Mortgage may be made or given in writing signed or sealed by any such successors or assigns of Lloyds and the Mortgagor by this Mortgage irrevocably appoints each of such successors and assigns as its attorney in the terms and for the purposes set out in Clause 11

1 2 2 unless the context requires otherwise

- (i) the singular includes the plural and vice versa and references by way of the male pronoun shall include references to the female pronoun and vice versa,
- (ii) any reference to a person includes an individual, company, corporation, joint venture, society, unincorporated association, organisation or body of persons (including a trust, a partnership and a limited liability partnership),
- (iii) the expression "this Mortgage" (a) means this mortgage and covers every separate and independent stipulation contained in this Mortgage, and (b) shall be construed as a reference to this Mortgage as the same has been amended, supplemented or novated,
- (iv) any liberty or power that may be exercised or any determination that may be made under this Mortgage by Lloyds may be exercised or made in the absolute and unfettered discretion of Lloyds and Lloyds shall not be under any obligation to give reasons for such exercise or determination,
- (v) any statute, act, law or statutory provision shall be construed as referring to a statute of the United Kingdom by that name and shall include any statute, act, law or statutory provision that amends, extends, consolidates or replaces the same and any published concessions, published practices or other official statements of policy or interpretation in relation to such statute, act or law (being practices, concessions or statements of general application and whether or not having the force of law),
- (vi) for the avoidance of any doubt, the rights, powers and discretions conferred upon Lloyds by or pursuant to this Mortgage apply (unless otherwise expressly stated) and are exercisable regardless of whether a demand has been made by Lloyds for the payment of the Secured Liabilities or any part of them and regardless of whether the power of sale or other powers and remedies conferred on mortgagees by the LPA or this Mortgage have arisen or have become exercisable, and
- (vii) Schedule 1 forms part of this Mortgage and shall have effect as if set out in full in the body of this Mortgage. Any reference to this Mortgage includes Schedule 1
- (viii) references to Clauses and Schedule 1 are references to Clauses and Schedule 1 of this Mortgage

1 2 3 Clause headings are for ease of reference only

## 2. COVENANT TO PAY

The Mortgagor covenants with Lloyds that it shall

- 2 1 on demand pay, discharge and perform the Secured Liabilities in accordance with the terms of this Mortgage and the Loan Agreement, and
- 2 2 pay Interest on any amounts due under Clause 2 1 from day to day until full discharge, whether before or after any judgment.

## 3 MORTGAGE AND ASSIGNMENT

3 1 As a continuing security for the payment, performance and discharge of the Secured Liabilities, the Mortgagor by this Mortgage mortgages and assigns and agrees to mortgage and assign to Lloyds with full title guarantee

3 11 the Equipment,

3 12 all its interest (present and future) in the Insurances, and

3 13 to the extent that they are capable of assignment, all its interest (present and future) in any guarantee, warranty or other obligation in relation to the Equipment given or incurred by any manufacturer, supplier or other person and the full benefit of all agreements for the maintenance, repair or upkeep of the Mortgaged Property

TO HOLD absolutely subject only to the proviso that at any time after full payment and discharge to Lloyds of all the Secured Liabilities (and so that Section 93(1) of the LPA does not apply to this Mortgage) Lloyds shall, at the request and cost of the Mortgagor, re-assign the Mortgaged Property to the Mortgagor

3 2 The security created by this Mortgage



- 3 2 1 covers all beneficial interests of the Mortgagor in the Mortgaged Property and any proceeds of sale or other realisation of all or any part of the Mortgaged Property,
- 3 2 2 shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Liabilities, and
- 3 2 3 is enforceable by Lloyds without prior recourse to any other security held by Lloyds
- 3 3 Every power and remedy given to Lloyds under this Mortgage is in addition to and not a limitation of every other power or remedy vested in Lloyds under this Mortgage or at law or otherwise and all powers so vested in Lloyds are exercisable by Lloyds at any time and as often as Lloyds deems expedient

#### **4 WARRANTIES AND RESTRICTIONS**

- 4 1 The Mortgagor warrants to Lloyds, and agrees that such warranties are repeated on each day until the Secured Liabilities are fully performed and discharged, that
  - 4 1 1 the Mortgagor has made full disclosure in writing to Lloyds of
    - (a) any information relating to each part of the Mortgaged Property and each right held by any other person in relation to any part of the Mortgaged Property which, in each case, would be material to Lloyds in relation to the appropriateness or adequacy of any part of the Mortgaged Property as security for the Secured Liabilities, and
    - (b) each matter in respect of which Lloyds has requested information from the Mortgagor in connection with this Mortgage,
  - 4 1 2 the Mortgagor is solely and beneficially interested in the Mortgaged Property,
  - 4 1 3 apart from the security created by this Mortgage, there is no Security Interest over the Mortgaged Property, and
  - 4 1 4 the mortgage and assignment of any part of the Mortgaged Property does not and shall not contravene any condition or term of any other agreement to which the Mortgagor is a party
- 4 2 Without the prior written consent of Lloyds, the Mortgagor shall not
  - 4 2 1 sell, assign, transfer, surrender, part with possession of, or otherwise dispose of or deal in any other way with the Mortgaged Property,
  - 4 2 2 create or permit to subsist or arise any Security Interest over all or any part of the Mortgaged Property (apart from the security created by this Mortgage), or
  - 4 2 3 enter into any contractual or other agreement or arrangement that has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by Clause 4 2 2

#### **5 FURTHER ASSURANCE**

- 5 1 At the request of Lloyds, the Mortgagor shall
  - 5 1 1 execute any Further Documentation both in favour of
    - (a) Lloyds, and
    - (b) any other party that Lloyds requires,
  - 5 1 2 give notice of the security created by this Mortgage and/or any Further Documentation to any party that Lloyds requires, and
  - 5 1 3 take such other steps as Lloyds requires to perfect the security created by this Mortgage and/or any Further Documentation
- 5 2 The Further Documentation shall be prepared, at the cost of the Mortgagor, by or on behalf of Lloyds and shall contain all such clauses for the benefit of Lloyds as Lloyds requires, including any clauses that are at that time contained in any of Lloyds' standard forms of mortgages

#### **6 LLOYDS POWERS**

- 6 1 Immediately after execution of this Mortgage
  - 6 1 1 the Secured Liabilities shall become due under
    - (a) this Mortgage, and
    - (b) section 101 of the LPA, and
  - 6 1 2 the statutory power of sale and of appointing a receiver that are conferred on Lloyds under the LPA (as varied or extended by this Mortgage) and all other powers shall be deemed to arise
- 6 2 Section 103 of the LPA does not apply to the mortgage or any assignment contained in this Mortgage and the statutory power of sale (as extended by this Mortgage) is exercisable at any time after
  - 6 2 1 a Termination Event occurs and is continuing, or
  - 6 2 2 a Receiver is appointed

- 6 3 By this Mortgage, the provisions of the LPA relating to the power of sale and the other powers conferred by section 101(1) and (2) of the LPA are extended to authorise Lloyds in its absolute discretion
- 6 3 1 to take possession of the Equipment by (if necessary) entering upon any premises where the Equipment is located and sever, dismantle and remove the Equipment from the premises without incurring any liability for any loss or damage caused,
- 6 3 2 to sell, call in, deal with, collect and convert into money the Mortgaged Property with all such powers in that respect conferred by law and by way of extension thereof such sale, calling in, collection and conversion may be made for such consideration as Lloyds deems reasonable, including
- (a) whether such consideration is payable immediately or at some future date,
  - (b) whether such consideration is payable in a lump sum or in installments,
  - (b) whether any deferred or future payments of consideration are to be secured, and
  - (c) accepting any other consideration as Lloyds thinks fit,
- and in each case, without being liable to account for any loss of or deficiency in such consideration For the purposes of this sub-clause, Lloyds may (in its sole discretion) by notice appoint the Mortgagor as its non-exclusive agent to sell the Mortgaged Property on terms satisfactory to Lloyds,
- 6 3 3 to repair and keep in repair, improve or renew the Mortgaged Property,
- 6 3 4 to insure the Equipment in accordance with Clause 10 and against such risks and in such sums as Lloyds thinks fit,
- 6 3 5 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes arising in connection with the Mortgaged Property or in any way relating to this Mortgage and, in this regard, execute any releases or other discharges,
- 6 3 6 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings, whether civil or criminal, relating to the Mortgaged Property,
- 6 3 7 to lease or hire the Equipment on such terms as Lloyds thinks fit
- 6 3 8 to execute and do all such acts, deeds and things as Lloyds considers necessary or proper for, or in relation to, any of the purposes set out above,
- 6 3 9 to appoint a Receiver over all or any part of the Mortgaged Property upon such terms (including such Receiver's remuneration) as Lloyds deems fit, and
- 6 3 10 to remove a Receiver and appoint another or others in his or their place and to fix (at or after the time of his or their appointment) the remuneration of any such person or persons

## **7. POWERS OF A RECEIVER AND APPLICATIONS OF MONEYS**

- 7 1 The Receiver has all the powers conferred on a receiver by law (except that Section 103 of the LPA does not apply) and by way of addition to but without limiting those powers
- 7 1 1 the Receiver
- (a) has all the powers given to Lloyds under this Mortgage relating to taking possession of, calling in, collecting, converting into money and selling, leasing and dealing with the Mortgaged Property,
  - (b) is generally entitled to the same protection and to exercise the same powers and discretions as are given to Lloyds under this Mortgage, and
  - (c) has such other of the powers and discretions given to Lloyds under this Mortgage as Lloyds may confer on him or them,
- 7 1 2 the remuneration of the Receiver may be fixed by Lloyds (and may be or include a commission calculated on the gross amount of all money received or otherwise), but shall be paid by the Mortgagor alone The amount of such remuneration may be debited by Lloyds to any account of the Mortgagor and shall form part of the Secured Liabilities,
- 7 1 3 the Receiver has power to make any payment and incur any expenditure that Lloyds is by this Mortgage expressly or impliedly authorised to make or incur Any expenses incurred by the Receiver in the exercise of any of his powers under this Mortgage may be paid or retained by him out of any moneys coming into his hands as receiver or may be paid by Lloyds, in which case they will be treated as expenses properly incurred by Lloyds,
- 7 1 4 the Receiver shall in the exercise of his powers, authorities and discretions conform with any reasonable directions given by Lloyds,
- 7 1 5 Lloyds may at any time require, at the cost of the Mortgagor, that security is given for the due performance of the Receiver's duties as receiver, and
- 7 1 6 Lloyds may determine what funds the Receiver is permitted to keep in hand in order to perform his or their duties as receiver

- 7 2 Notwithstanding any other provisions of this Mortgage, and in addition to the powers conferred upon the Receiver by the laws of England, Lloyds or the Receiver (as the case may require) may, at any time after a Termination Event has occurred and is continuing, exercise against or in respect of the Mortgagor and/or the Mortgaged Property any of the rights, powers, privileges or discretions conferred from time to time by the laws of any applicable jurisdiction
- 7 3 Subject to any claims ranking in priority to the Secured Liabilities and except as otherwise directed by Lloyds, all moneys arising from the exercise of the powers of the Receiver or Lloyds shall be applied, as appropriate, in or towards discharging, in the following order of priority
- 7 3 1 the amount of all moneys raised or borrowed by the Receiver and all costs, charges, expenses and liabilities paid, incurred, or charged by the Receiver (including any amounts for which he is entitled to be indemnified) in connection with or as a result of the exercise of his or their powers and the remuneration of the Receiver, in such order as the Receiver or Lloyds determine,
  - 7 3 2 the amount of all costs, charges, expenses, liabilities and other sums paid, incurred or charged by Lloyds that are Secured Liabilities,
  - 7 3 3 all other Secured Liabilities in such order as Lloyds may from time to time determine, and
  - 7 3 4 the claims of those entitled to any surplus
- 7 4 On any realisation or enforcement under this Mortgage, all moneys received by Lloyds from
- 7 4 1 the Mortgagor,
  - 7 4 2 any other person or persons liable to pay such moneys, or
  - 7 4 3 any Receiver or otherwise,
- may be applied by Lloyds in its absolute discretion, either as a whole or in such proportion as Lloyds thinks fit, to any account or item of account or any transaction
- 7 5 Lloyds may, in its absolute discretion, pending the payment to Lloyds of all of the Secured Liabilities place and keep to the credit of a separate or suspense account any moneys received by Lloyds from the Mortgagor or such other persons for so long, and in such manner, as Lloyds may determine. Lloyds shall not be obliged to apply all or any part of the same in or towards the discharge of any of the Secured Liabilities
- 7 6 Section 109(6) and (8) of the LPA (application of moneys received by receiver) or any other relevant statutory provision of similar effect do not apply in relation to the Receiver
- 7 7 The powers of appointment of a Receiver set out above are in addition to any statutory or other powers of Lloyds under the LPA. The Receiver is entitled to exercise all the rights, powers and remedies conferred upon Lloyds by this Mortgage and by law with respect to the Mortgaged Property
- 7 8 The Receiver (so far as the law permits) is the agent of the Mortgagor and the Mortgagor is liable for such person's actions and defaults to the exclusion of liability on the part of Lloyds. Nothing in this Mortgage shall render Lloyds liable to any such person for his or their remuneration, costs, charges or expenses or otherwise

## 8 PROTECTION OF THIRD PARTIES

- 8 1 Any persons (each a "Third Party" and including any insurer, assurer, purchaser or security holder) dealing with Lloyds or any receiver appointed by it or their respective employees and agents and shall not need to enquire
- 8 1 1 whether any right, exercised or purported to be exercised by Lloyds, such receiver or their respective employees and agents, is exercisable, or
  - 8 1 2 whether any one or more of the Secured Liabilities are due or remain outstanding, or
  - 8 1 3 as to the propriety or regularity of anything done (including any sale, dealing or application of money paid, raised or borrowed) by Lloyds, such receiver or their respective employees and agents
- 8 2 As between
- 8 2 1 any Third Party, and
  - 8 2 2 Lloyds or any receiver appointed by it or their respective employees or agents,
- 8 3 All the protections given to
- 8 3 1 purchasers in Sections 104 and 107 of the LPA and
  - 8 3 2 persons contained in Section 42(3) of the Insolvency Act 1986,
- apply to each Third Party
- 8 4 Lloyds, any receiver appointed by it and their respective employees and agents may if it thinks fit, give receipts to any Third Party. The Mortgagor agrees that each receipt shall
- 8 4 1 be a complete discharge to such Third Party, and

8 4 2 relieve that Third Party of any obligation to concern itself with how those assets paid or transferred to or by the direction of Lloyds, such receiver, employee or agent (as applicable) are applied

## 9. COVENANTS

The Mortgagor covenants and agrees with Lloyds it shall

- 9 1 keep affixed in a prominent place to each item of Equipment plates denoting that the Equipment is the subject of a first legal mortgage in favour of Lloyds and not remove, obscure or deface the same or permit the same to be removed, obscured or defaced,
- 9 2 at its own expense keep the Equipment in good repair, condition and working order and properly serviced and maintained (and, if Lloyds requires this, enter into and maintain a contract for the maintenance and service of the Equipment the terms of which are satisfactory to Lloyds and provide a copy of this contract to Lloyds, or
- 9 3 use the Equipment in a careful and proper manner in accordance with all laws and regulations applicable to the Equipment and its use,
- 9 4 ensure that the Equipment is operated only by qualified and competent persons in accordance with all operating instructions issued by the manufacturer of the Equipment and not in such manner as to invalidate or otherwise prejudice any of the insurance policies referred to in Clause 10,
- 9 5 unless agreed with Lloyds in advance, keep the Equipment in its sole and exclusive possession at the Specified Location and not in any event take the Equipment out of England and Wales,
- 9 6 not use or permit the Equipment to be used for any purpose for which it was not designed or reasonably suitable,
- 9 7 obtain, effect and keep effective all permissions licences and permits that may from time to time be required in connection with the Equipment and its use (and if the Equipment consists of motor vehicles to ensure they are at all times validly licensed and insured as required by law and carry any certificates required by law),
- 9 8 not alter the Equipment nor remove any existing component from the Equipment unless it is replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by a component of the like make and model to the removed component or an improved or advanced version of the removed component,
- 9 9 keep or procure to be kept accurate complete and current records of all maintenance carried out to the Equipment and permit Lloyds or any authorised representative of Lloyds to examine the Equipment and such records at any time upon reasonable notice,
- 9 10 if the Equipment becomes fixed to land or buildings, ensure that every person who has a proprietary interest in the land (including any owner, leaseholder or mortgagee or chargee) gives Lloyds a waiver, in writing, satisfactory to Lloyds of any right to the Equipment and a right to enter onto the land or building and to remove the Equipment,
- 9 11 notify Lloyds immediately of any material damage or any loss, confiscation, seizure, requisitioning, impounding, infringement or intellectual property rights to, of or by the Equipment or other event that might affect the rights of Lloyds or involve it in any Loss,
- 9 12 immediately produce to Lloyds the original of any order, direction, requisition, permission, notice or any matter affecting or likely to affect the Mortgaged Property and served upon the Mortgagor by any third party and immediately at the Mortgagor's own cost comply with the same and if so required by Lloyds at the Mortgagor's own cost make or join in making such objections or representations against or in respect of the contents of any such document as Lloyds deems expedient,
- 9 13 replace any part or parts of the Equipment that are destroyed, damaged or worn out with new parts of similar quality and permit Lloyds or any person nominated by it at all reasonable times to view the state of the Equipment and carry out such repair to the Equipment as Lloyds considers necessary,
- 9 14 pay to Lloyds on demand all moneys whatsoever that Lloyds incurs or becomes liable for in or about the protection or maintenance of the Mortgaged Property, or in or about the exercise of its powers under this Mortgage, and
- 9 15 give to Lloyds all such information as Lloyds may request with respect to the Mortgaged Property or the use of the Equipment

## 10 INSURANCE

- 10 1 From the date of this Mortgage, and for so long as any of the Secured Liabilities remain owing to Lloyds the Mortgagor shall at its own expense insure the Equipment and shall insure the Equipment against the following
- 10 1 1 insurance against loss of or damage to such Equipment from any cause for not less than the amount of the Secured Liabilities,
- 10 1 2 all third party and public liability risks as is necessary in all circumstances to cover any legal liability which may be incurred by the Mortgagor, and if required by Lloyds any Covered Person, in respect of the death or disease of or injury to any person or any loss or damage to any property (whether real or personal and including financial and consequential loss) of any nature and however arising in connection with the Equipment
- 10 2 The Mortgagor shall procure that the Insurances comply with the following requirements

- (a) the Insurances are with insurers approved by Lloyds,
- (b) the policy provides that the Insurances may not be cancelled or materially modified without thirty (30) days' prior written notice to Lloyds,
- (c) the policy provides that the Insurances will not be invalidated so far as concerns any Covered Person by any act or omission by the Mortgagor or any other operator of the Equipment regardless of any breach or violation by the Mortgagor of any warranty, declaration or condition contained in or made or given in relation to the Insurances

**10 3 The Mortgagor agrees**

- 10 3 1 to produce to Lloyds in respect of the Insurances within twenty one (21) days of written demand, such information about the insurances (including, if required, the relevant certificate and/or policy of insurance) as we may require. This right shall apply so long as any Secured Liabilities remain owing to Lloyds,
- 10 3 2 if the Mortgagor fails to maintain any of the Insurances, Lloyds may obtain those Insurances in which case the Mortgagor will reimburse to Lloyds on demand the amount of any premium which Lloyds may pay in connection with those Insurances. If Lloyds exercises its rights under this clause, Lloyds shall be indemnified on a full indemnity basis by the Mortgagor for all costs and expenses incurred by it. All amounts due under this indemnity shall be secured upon the Mortgaged Property,
- 10 3 3 if Lloyds receives advice from its insurance adviser that other insurances or variations to the terms of the existing Insurances are needed in order fully to protect its interests, then Lloyds may from time to time require the Mortgagor at the Mortgagor's expense to effect such other insurances or variations as Lloyds may by notice to the Mortgagor require, and
- 10 3 4 the Mortgagor will not effect any other insurance relating to the Equipment if a claim under such insurance would result in the operation of any average clause in the policies maintained in compliance with this Clause
- 10 3 5 to provide Lloyds (by filling in the relevant section in Schedule 2 of this Mortgage at the time it is sent to you to sign) with the name of the relevant insurers and the policy number for each policy (for both asset insurance and third party and public liability risks) on the date of entry into this Mortgage
- 10 3 6 if at any time Lloyds, in its absolute discretion, considers that the Mortgagor's financial position (or the financial position of any Group Company) has materially altered from that as at the date of entry into this Mortgage, Lloyds may by one month's notice in writing alter the insurance covenants contained in this Mortgage in respect of either or both of the Equipment and liability insurances. Such alteration may include (and is not limited to) the following:
  - a) making Lloyds named, noted, additional insured, or joint named and loss payee on the relevant insurance policies,
  - b) requiring proof of the foregoing,
  - c) requiring endorsements on the relevant policy to support the foregoing

**11 POWER OF ATTORNEY**

**11 1 As security for**

- 11 1 1 the performance and discharge of the Secured Liabilities, and
- 11 1 2 any proprietary interest that Lloyds has in any of the Mortgaged Property,

the Mortgagor irrevocably appoints Lloyds, any persons deriving title under Lloyds and its and their substitutes and any receiver or receivers appointed hereunder (the "Attorney") jointly and severally as the Mortgagor's true and lawful attorney

**11 2 For the purposes set out in Clause 11 1, the Attorney has the right to do anything that the Mortgagor may lawfully do, and all the rights and powers that may lawfully be given to an attorney including, but not limited to**

- 11 2 1 the right to do anything to procure or carry out the performance of the Mortgagor's obligations under this Mortgage and anything to effect the exercise of Lloyds's rights under this Mortgage,
- 11 2 2 the right to act in the name of the Mortgagor; and
- 11 2 3 the right to delegate and sub-delegate any or all of the rights of the Attorney

**11 3 The Mortgagor ratifies and shall ratify everything done or purported to be done by the Attorney**

**12 INDEMNITY**

**12 1 The Mortgagor agrees to indemnify Lloyds and any receiver appointed by it and their respective employees and agents (as a separate covenant with each such person indemnified) against**

- 12 1 1 all existing and future rents, rates, taxes, duties, charges, assessments and outgoings payable in respect of the Mortgaged Property, and

12 1 2 all costs, claims, demands, losses, expenses, charges, assessments, impositions, fines and sums and the consequences of any proceedings or prosecutions arising directly or indirectly from or in connection with

- (i) any breach by the Mortgagor of any law,
- (ii) the Mortgaged Property, its manufacture, selection, delivery, possession, use or operation,

in each case, whether imposed by statute or otherwise and whether of the nature of capital or revenue and even though of a wholly novel character. If any such sums are paid by Lloyds or any such receiver or any of their respective officers, employees or agents, the same shall be paid by the Mortgagor on demand together with interest from the time or respective times of the same having been paid or incurred by Lloyds (or such other person as applicable) until payment of such amounts by the Mortgagor and, pending payment, shall form part of the Secured Liabilities. However, Lloyds shall not be deemed to have taken possession of the Mortgaged Property by reason of such payment.

12 2 The Mortgagor agrees to indemnify Lloyds and any Receiver appointed by it and their respective employees and agents (as a separate covenant with each such person indemnified) against all loss incurred in connection with

12 2 1 all claims, proceedings, liabilities, costs, charges and expenses that Lloyds or any Receiver incur (in the case of Lloyds, whether before or after it has demanded payment or discharge of the Secured Liabilities) in consequence of anything done or purported to be done by Lloyds or the Receiver under this Mortgage or any other document relating to this Mortgage or of any failure by the Mortgagor to comply with its obligations to Lloyds under this Mortgage or under such other document or otherwise in connection therewith or in consequence of any payment in respect of the Secured Liabilities (whether made by the Mortgagor or a third person) being impeached or declared void for any reason,

12 2 2 any statement made by the Mortgagor or on the Mortgagor's behalf in connection with this Mortgage, the Mortgaged Property or the business of the Mortgagor being untrue or misleading,

12 2 3 Lloyds entering into any obligation with any person (whether or not the Mortgagor) at the request of the Mortgagor (or any person purporting to be the Mortgagor),

12 2 4 any actual or proposed amendment, supplement, waiver, consent or release relating to this Mortgage, and

12 2 5 any stamping or registration of this Mortgage or the security constituted by it,

whether or not any fault (including negligence) can be attributed to Lloyds or any receiver appointed by it or their respective employees and agents

12 3 This indemnity does not and shall not extend to any loss to the extent that there is a prohibition against an indemnity extending to that loss under any law relating to this indemnity

12 4 If a Tax Liability arises in respect of any payment received by any Covered Person under this Mortgage by way of indemnity, the Mortgagor shall increase the amount of such payment to such amount as Lloyds shall in its absolute discretion determine (acting in good faith) as will, after payment of the Tax Liability, leave such Covered Person with no greater payment and no lesser payment than it would have been entitled to receive in the absence of the Tax Liability

### 13 NOTICE OF SUBSEQUENT CHARGES

13 1 If Lloyds receives notice of any Security Interest (other than any Security Interest created by this Mortgage) affecting the Mortgaged Property, Lloyds may open a new account or accounts

13 2 Even if Lloyds does not open such account or accounts as envisaged in Clause 13 1, it shall be treated as if it had done so at the time when it received such notice and as from that time all payments made to Lloyds in respect of any of the Secured Liabilities shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount of the Secured Liabilities at the time when it received the notice

### 14 NOTICES

14 1 Any demand, consent, certificate, notification, notice, advice, communication or requirement permitted or required to be given under this Mortgage shall be given to the relevant party in writing and delivered personally or sent by guaranteed next day delivery or first-class letter, in the case of the Mortgagor, to its registered office for the time being, and in the case of Lloyds, to CAF Portfolio Management, 4<sup>th</sup> Floor, 10 Gresham Street, London, EC2V 7AE. Any such matter shall be deemed to have been received if

14 1 1 delivered personally at the time of delivery,

14 1 2 sent by guaranteed next day delivery no later than 12pm on the next Business day following the day of posting, or

14 1 3 sent by first-class letter two Business Days after the day of posting

## **15 PAYMENTS AND COSTS**

15 1 If any payment made by or on behalf of Lloyds under this Mortgage includes an amount in respect of Value Added Tax, or if any payment due to Lloyds under this Mortgage is paid in reimbursement of any expenditure by or on behalf of Lloyds, which includes an amount in respect of Value Added Tax, then the Mortgagor shall pay to Lloyds such amount on demand with Interest from the date of such demand and, pending payment shall form part of the Secured Liabilities

15 2 Without prejudice to the generality of Clauses 3 and 6, the Mortgagor shall pay to Lloyds all costs incurred or suffered by Lloyds, and any receiver appointed by Lloyds shall be entitled to recover as a receivership expense all costs incurred or suffered by him

15 2 1 in connection with any application under Part II or III Insolvency Act 1986, and

15 2 2 in defending proceedings brought by any third party challenging

(a) Lloyds's title to this security, or

(b) the enforcement or exercise of the rights and remedies of Lloyds or of such receiver under this Mortgage,

and all such costs shall bear Interest from the date such costs were incurred or suffered until such costs are paid in full, and pending payment shall form part of the Secured Liabilities

15 3 All costs awarded to Lloyds, or agreed to be paid to Lloyds, in any proceedings brought by the Mortgagor against Lloyds shall bear Interest from the date of such award or agreement until such costs are paid in full, and pending payment shall form part of the Secured Liabilities

## **16. GENERAL**

16 1 Nothing in this Mortgage shall operate so as to merge or otherwise prejudice or affect any guarantee, mortgage or other security or any contractual or other right that Lloyds may have for any of the Secured Liabilities or any right or remedy of Lloyds in relation to the Secured Liabilities

16 2 Any receipt, release or discharge of the security provided by this Mortgage, or of any liability arising under this Mortgage, shall not release or discharge the Mortgagor from any liability to Lloyds for the same or any other money that may exist independently of this Mortgage, nor shall it release or discharge the Mortgagor from any liability to Lloyds under the indemnity contained in Clause 12

16 3 Where this Mortgage takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on or given in respect of the money and liabilities owing under the principal security to which this Mortgage operates as a collateral or further security, this Mortgage shall, in respect of any of the Secured Liabilities that were originally intended to be secured, be an independent security for those Secured Liabilities

16 4 This Mortgage is in addition to any other security that is now or at any time in the future held by Lloyds

## **17. TRANSFERS BY LLOYDS OR THE MORTGAGOR**

17 1 Lloyds may assign or transfer this Mortgage or the whole or any part of Lloyds' rights under this Mortgage. On request by Lloyds, the Mortgagor shall immediately execute and deliver to Lloyds any form of instrument required by Lloyds to confirm or effect any such assignment or transfer

17 2 The Mortgagor shall not assign or transfer any of its rights or obligations under this Mortgage or enter into any transaction or arrangement that would result in any of those rights or obligations passing to or being held in trust for the benefit of another person

## **18 PARTIAL INVALIDITY**

Each of the provisions of this Mortgage is severable and distinct from one another. If any one or more of provisions of this Mortgage is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Mortgage shall not in any way be affected or impaired

## **19. RESTRICTION ON LIABILITY OF LLOYDS**

Except to the extent that any such exclusion is prohibited or rendered invalid by law, neither Lloyds nor any receiver appointed by it nor their respective officers, employees and agents are

(a) liable to account as a mortgagee in possession for any sums other than actual receipts,

(b) liable for any loss upon realisation of, or for any action, neglect or default of any nature in connection with, any part of the Mortgaged Property for which a mortgagee in possession might as such otherwise be liable,

(c) under any duty of care or other obligation to the Mortgagor in connection with the exercise of any right conferred upon Lloyds, any receiver appointed by it and their respective officers, employees and agents, or

(d) be under any liability to the Mortgagor resulting from, or in consequence of, the exercise, or attempted or purported exercise, or failure to exercise, any of their respective rights

Provided that nothing in this clause or this Mortgage shall be construed as an attempt to exclude any liability of any party for fraudulent misrepresentation or death or personal injury arising out of their own negligence

## **20 MISCELLANEOUS**

- 20 1 This Mortgage may not be varied in its terms by any oral agreement or representation or otherwise than by an instrument in writing dated with the same or a later date as this Mortgage and executed by Lloyds and the Mortgagor
- 20 2 Any waiver, consent, receipt, settlement or release given by Lloyds in relation to this Mortgage is only effective if given in writing and then only for the purpose for, and upon any terms on which, it is given
- 20 3 The Mortgagor agrees with Lloyds that, in entering into this Mortgage and incurring the Secured Liabilities
- 20 3 1 the Mortgagor has not relied on any oral or written statement, representation, advice, opinion or information made or given to the Mortgagor in good faith by Lloyds or anybody on Lloyds's behalf and Lloyds shall have no liability to the Mortgagor if the Mortgagor has in fact done so,
  - 20 3 2 independently of Lloyds, the Mortgagor has made its own assessment of the viability and profitability of any purchase, project or purpose for which the Mortgagor has incurred the Secured Liabilities and Lloyds shall have no liability to the Mortgagor if the Mortgagor has not in fact done so, and
  - 20 3 3 there are no arrangements, collateral or otherwise, relating to this Mortgage that have not been recorded in writing and signed on behalf of Lloyds and the Mortgagor
- 20 4 The Mortgagor agrees with Lloyds that Lloyds did not have before the date of this Mortgage, does not have and shall not have, any duty to the Mortgagor in respect of
- 20 4 1 the application by the Mortgagor of the money secured by the Mortgaged Property,
  - 20 4 2 the effectiveness, appropriateness or adequacy of the security constituted by this Mortgage or of any other security for the Secured Liabilities, or
  - 20 4 3 preserving the goodwill of any business carried on by the Mortgagor by running, or procuring the running of, such business or otherwise, either before or after the enforcement of this Mortgage
- 20 5 The Mortgagor agrees with Lloyds for itself and as trustee for its officials, employees and agents that neither Lloyds nor its officials, employees or agents have any liability to the Mortgagor in respect of any act or omission by Lloyds, its officials, employees or agents done or made in good faith
- 20 6 For the purpose of exercising, assigning or transferring its rights under this Mortgage, Lloyds may disclose to any person any information relating to the Mortgagor that Lloyds may have
- 20 7 The restriction on the right of consolidating mortgage securities contained in Section 93 of the LPA does not apply to this Mortgage or any further or other security entered into pursuant to this Mortgage
- 20 8 Any change in the constitution of Lloyds or its absorption of or amalgamation with any other person shall not in any way prejudice or affect its or their rights under this Mortgage and the expression "Lloyds" includes any such other person

## **21 GOVERNING LAW**

This Mortgage and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed according to the laws of England and both parties irrevocably submit to the jurisdiction of the English courts

## **22. THIRD PARTY RIGHTS**

- 22 1 Nothing in this Mortgage is intended to confer on any person any right to enforce any provision of this Mortgage, which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999, save as set out in Clause 22 2 (Third Party Rights)
- 22 2 Any Receiver appointed by Lloyds may take the benefit of any covenant or provision of this Mortgage by which the Mortgagor is expressed to give an undertaking or indemnity to, or confer any power or benefit upon or to release or waive any claim against that person provided that
- 22 2 1 until the Secured Liabilities have been discharged in full, no such person may exercise or otherwise enforce any such right without the prior written consent of Lloyds, and
  - 22 2 2 notwithstanding such rights, this Mortgage may be restated, varied, amended supplemented or substituted in any respect by Lloyds whether to remove such rights in whole or in part or otherwise whatsoever or novated, assigned, released or discharged by Lloyds without, in any such case, notice to or consent from any such person



## SCHEDULE 1

### Description of Equipment

Transaction Amount	Transaction Currency	GBP Amount	Supplier	PO	Serial Numbers of Equipment
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#### Large Items

Coleslaw Robots (Selsey)	1,237,100	EUR	£1,048,390	PWR	PO00030238	150021, 1225 1 7418, 1225 1 7419, 1225 1 7316
Optical Sorters (Runcton)	611,389	EUR	£518,126	Torma Sorting	PO00030245	16161183, N-F-430201-16-00789, DL1932, 16161203, N-F-430201-16-00797, DL1931
CQC (Merston)	275,190	GBP	£275,190	Vortech Food Machinery Ltd	PO00040117	WPJ01388
CQC (Merston)	242,180	GBP	£242,180	Vortech Food Machinery Ltd	PO00019916	WPJ01291

#### Sainsburys (Merston)

AFOS	136,000	GBP	£136,000	AFOS Ltd	PO00032947	WPJ01311, WPJ01319
Checkweigher	102,000	GBP	£102,000	Ishida Europe North Limited	PO00032801	560010966, 560010967, 560010968
Glycol Coolers	110,912	GBP	£110,912	J&E Hall Ltd	PO00041179	
Labelling Equipment	265,000	GBP	£265,000	PLF UK Ltd	PO00034328	1511H16, 1576J16, 1577J16, 1514H16, 1509G16, 1512G16
Labelling Equipment	74,800	GBP	£74,800	PLF UK Ltd	PO00055209	1510G16, 1513G16
Proseals	248,880	GBP	£248,880	Proseal UK Limited	PO00032053	03627, 03719, 03720
Tumbler & Scales	93,382	GBP	£93,382	Syspal Limited	PO00047477	17797-2, 17910
Depositing & Transfer	89,784	GBP	£89,784	Unifiller Systems UK Limited	PO00037331	WPJ01387, WPJ01405, WPJ01227, WPJ01232, WPJ01233, WPJ01176

#### Move B&T (Selsey)

Checkweigher & Metal Detectors	102,000	GBP	£102,000	Ishida Europe North Limited	PO00026784	560010770, 560010771, 506610772
Wash Lines	296,650	GBP	£296,650	Prox Services Limited	PO00026783	WASH-B 3000X500, TRH4600-500-H20, WT4P1N, WT4P2N, 445096-250, 445096-260, Nr - 160035-53F1, Nr - 160035-80D1, Nr 160035-53B1
Wash Lines	350,000	GBP	£350,000	Prox Services Limited	PO00027916	FC140008-503, 2113-26, P5711383
Proseals	242,658	GBP	£242,658	Proseal UK Limited	PO00026785	L1 - 560010770, L2 - 560010772, L3 - 560010771, L1-3590, L2-3592, L3-3591
Scales & Bin Transfer systems	95,000	GBP	£95,000	Syspal Limited	PO00026787	K5483-2-1

£4,290,951

Equipment	Serial number	Project/Location
Nimbus 1200 Optical Sorter including Cascade infeed shaker with DP15 deck and UC-0040-SST cooling unit	HE632	Optical Sorter/Selsey
ISHIDA CCW-RS-216W-1S-15-WP	563040	Salad additions packing line/B&T
ISHIDA GB-WSX Transport	924048	
ISHIDA DACS-G-S015-24-WP-I-S	562821	Fruit Fingers
ISHIDA DACS-G-S015-24-WP-I-S	562822	
ISHIDA GB-WSX Transport	923684	
ABL Melon and Pineapple Peeling Line	AP15 MATR 75 Anno 2013	Fruit Fingers/Fruit
ISHIDA CCW-RS-216B-2D-15-WP	563301	CX180 bagger/Fruit
ISHIDA DACS-G-S015-24-WP-I-S	563302	
ISHIDA GB-WSX Transport	924402	
Proseal T1764B Imp F45/GT1 tool to suit PFF APET rectangular pineapple tray	PS73094	B&T tooling
Proseal T1764B Imp F45/GT1 tool to suit PFF APET rectangular pineapple tray	PS73094	
GEA Smartpacker CX180	9517 - 2013	CX180 bagger/Fruit Line
GEA Smartpacker SX400	9485 - 2013	Salad additions packing line
ABL Mango slicer	MNG 24 MATR 12 ANNO 2014	Mango De-stoner
ABL Nectarine and Apple slicing equipment	SP40 MATR 08 ANNO 2013	3rd Apple Slicer
ISHIDA CCW	911082	Salad additions packing line
ISHIDA GB-WSX Transport	925022	
Syspal high speed tray tipper R/H	K4064 1	Salad additions packing line

Syspal high speed tray tipper L/H	K4064 2	
ISHIDA DACS-G-S015-24-WP-I-S	563047	Salad additions packing line
ISHIDA GB-WSX Transport	924058	
Proseal T2370 2 Imp GT1-H-AT-1C-160 tool to suit Van Gorp Tomatoes Rpet/PE Rectangle tray	PS68111	Tomato / Cucumber slicing and packing
Proseal T2370 2 Imp GT1-H-AT-1C-160 tool to suit Van Gorp Tomatoes Rpet/PE Rectangle tray	PS68113	
Proseal T1807B 2 Imp GT1-H-AT-1C-160 tool to suit Van Gorp Cucumber Rpet/PE Rectangle tray	PS68116	
Proseal T1807B 2 Imp GT1-H-AT-1C-160 tool to suit Van Gorp Cucumber Rpet/PE Rectangle tray	PS68117	
Zodiac 53mm Printer to PS58700 GT1-RV-AG-ECP-2397		Tomato / Cucumber slicing and packing
Zodiac 53mm Printer to PS7359 F45-AG-PC-H-AT-160+-1268		
Cooler x 4, Glycol Pumps x 3, chiller and evaporator condenser and control panel	STKIP08006013/RER-1	Conversion of fruit melon store Sabroe & System integration

## SCHEDULE 2

Insurance details

Equipment / Asset Insurance (please complete)	
Name of Insurer	ZURICH (55%) HDI - GERLING (45%)
Insurance Policy No	EN 747963
Third Party / Public Liability Insurance (please complete)	
Name of Insurer	HDI - GERLING
Insurance Policy No	110 - 01164117 - 14001

**EXECUTION PAGE**

IN WITNESS whereof the Mortgagor and Lloyds have executed this Mortgage as a deed and have delivered it upon its being dated

**TO BE SIGNED AS EITHER:**

**Executed as a deed by**

(name of company)

**acting by**

(name of director)

(signature of director)

**a director, and**

(name of \*director / company secretary)

(signature of \*director / Company Secretary)

**a \*director / Company Secretary**

**\*please delete**

**OR:**

**Executed as a deed by**

NATURES WAY FOODS LTD

(name of company)

**acting by**

BEN JONES

(name of director)

Ben Jones

(signature of director)

**in the presence of**

STEPHEN POORE

(name of witness)

Stephen Poore

(signature of witness)

**Signed for and on behalf of**

**LLOYDS BANK PLC**

**By**

Rebecca Thotter

(name)

Rebecca Thotter

(signature)

Associate Director

(position)

**Witnessed by**

KATHRYN MAILLEY

(name)

Kathryn Mailley

(signature)

125 LONDON WALL  
EC2Y 5AS

(address)