



Registration of a Charge

Company name: **DAVID WOOD BAKING LIMITED**

Company number: **06541251**



X3FS7MDL

Received for Electronic Filing: **05/09/2014**

Details of Charge

Date of creation: **02/09/2014**

Charge code: **0654 1251 0017**

Persons entitled: **HSBC ASSET FINANCE (UK) LTD**
HSBC EQUIPMENT FINANCE (UK) LTD

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SHARMILA CHAMPANERI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6541251

Charge code: 0654 1251 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd September 2014 and created by DAVID WOOD BAKING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th September 2014 .

Given at Companies House, Cardiff on 8th September 2014

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

Chattels Mortgage

Particulars:

Dated	2/9/2014
The Chargor	Full Name: David Wood Baking Limited Registered Number: 6541251 Registered in: England Registered Office Address: 1 Calverley Road, Oulton, Leeds, West Yorkshire. LS26 8JD
The Company	HSBC EQUIPMENT FINANCE (UK) LIMITED registered in England with number 1503727; and HSBC ASSET FINANCE (UK) LIMITED registered in England with number 229341, each of whose registered office is at 8 Canada Square, London, E14 5HQ, as trustees for themselves and each other member of the HSBC Group (as defined herein).

Insurance The Equipment is insured in accordance with clause 7 overleaf:		
	Asset Protection Risks	Third Party Liability Risk (if different Insurer)
Name of Insurer	NIG	
Name of Insurance Broker	Henderson Insurance Brokers Ltd	
Address of *Insurance Company Branch/Broker	Trueman House Capitol Park Leeds LS27 0TS	
Cover Note/Policy number	005597065	
Renewal Date	31 st August 2014	

EXECUTED AS A DEED by THE CHARGOR

acting by a director and the secretary or by two directors

Director

David Wood

Director/Secretary

K Wood

(For use by a Company with:

- two or more Directors with no Company Secretary or
- one Director and a Company Secretary)

EXECUTED AS A DEED by a duly authorised Official of ~~HSBC EQUIPMENT FINANCE (UK) LIMITED~~ and ~~HSBC ASSET FINANCE (UK) LIMITED~~ ("THE COMPANIES") as Attorney of THE COMPANIES the day and year first above written.

Signature


Attorney of ~~THE COMPANIES~~

Name in full

DAVID REYNOLDS
(Block letters)

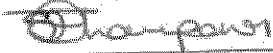
In the presence of:

Full name of

Witness

SHARMINA CHAMPANERI
(Block letters)

Signature of witness



Address

HSBC Asset Finance (UK) Ltd
HSBC Equipment Finance (UK) Ltd
Securities

Occupation

12 Calthorpe Road

Edgbaston

Birmingham B15 1HS

SECURITIES
OFFICIALS

The Schedule

The Equipment

Crackley Way, Dudley

Mixing & Preparation	VMI Verymix continuous pastry mixing plant, comprising: Stainless steel feed hopper with rotary valve and stainless steel agitated vessel, 800mm dia x 1,100mm, mounted on load cells with auger conveyor discharge 2 - Stainless steel agitated vessels, 1,000mm dia x 1,250mm, each mounted on load cells, each with auger conveyor discharge Stainless steel agitated vessel, 800mm dia x 1,100mm, mounted on load cells, with auger conveyor discharge Stainless steel elevating auger conveyor, 100mm dia x 4m approx and stainless steel feed auger conveyor, 100mm dia x 4.5m approx Stainless steel pre-mixing station, with stainless steel hopper feed Stainless steel trough type mixer, 1900 x 700 x 750mm, with glycol cooled jacket 7 - Stainless steel liquid & dry ingredient hoppers Associated equipment including auger feed conveyors, retrofitted control panel, stainless steel gantry and ancillary items
Mixing & Preparation	VMI ATF/150L stainless steel mobile mixer, s/n 130175, year 2002
Mixing & Preparation	DC Norris DA400 stainless steel mixing vessel with glycol cooled jacket, s/n N2020, year 2004, capacity 400 litre, with stainless steel twin diaphragm pump
Mixing & Preparation	Levain system, with stainless steel feed chute, Ismar stainless steel agitated and jacketed vessel, 1,800mm dia x 1,300mm, load cells, pumps, controls and associated equipment
Mixing & Preparation	Levain system, with stainless steel feed chute, stainless steel agitated and jacketed vessel, 1,600mm dia x 1,600mm, load cells, pumps, controls and associated equipment
Mixing & Preparation	CMB Carton Systems C-90HM stainless steel carton erector, s/n DS22682, year 2002, with Domino A100 inkjet coder, plastic slat transfer conveyor and Nordson 3800V hot melt gluer (not installed) Graseby Goring Kerr twin station bridge type metal detector Stainless steel lazy susan
Production & Baking	Sancassiano HE Hydro Force dough mixer, s/n 14458, year 2007 2 - Esmach ISE/200A painted steel dough mixers, s/nos 9809210458 & 9809210457, year 1998 Esmach ISE/200A painted steel dough mixer, s/n 9409169566, year 1994 Esmach ISE/200A painted steel dough mixer, s/n 9107160302, year 1991 3 - Spare mobile bowls
Production & Baking	Flour dosing system, comprising 3 - stainless steel vibratory feed hoppers, 2 stainless steel ingredient feed hoppers, stainless steel framework and associated equipment
Production & Baking	Humberside Engineering Supplies stainless steel tote bin hoist with weigh cell and discharge table
Production & Baking	Werner & Pfleiderer 40-100g bread roll line, comprising: Danfotech stainless steel tote bin hoist Stainless steel dough pocket former/moulder, with strap belt conveyor outfeed Stainless steel multi tray prover, 4.2m approx, with belt conveyor outfeed and strap belt conveyor transfer Stainless steel panning station with flour duster, feed conveyor, reducing roller, plating roller including warm air curtain, retracting conveyor and tray

conveyor

Associated equipment

Production & Baking

Fritsch Laminator 3000 speciality bread roll line, comprising:

Syspal SC100MI015 stainless steel tote bin hoist, s/n K1362, year 2004

Stainless steel pre-portioning system with hopper loader, high level feed conveyor and framework

Stainless steel framed motorised transfer conveyor, 850mm wide

TBP-300-MV-R stainless steel mobile pastry extruder, s/n 05243-000038, year 2005

'Unit 1' reduction rolls

Stainless steel framed motorised transfer conveyor, 850mm wide

'Unit 2' reduction rolls

'Unit 3' reduction rolls, with transfer conveyor

Stainless steel framed motorised split level transfer conveyor, 850mm wide

'Unit 4' reduction rolls

Stainless steel framed strap belt transfer conveyor

Stainless steel framed motorised transfer conveyor, 850mm wide, with pastry guillotine

'Unit 6' BRWI rounding station

'Unit 7' reduction rolls

'Unit 8' Danmatic moistening unit, s/n M269, year 2005, with conveyor

'Unit 9' stainless steel aligning unit, with transfer conveyor

'Unit 10' stainless steel traying-up section

Associated equipment

Production & Baking

Nova Impiani tray transfer system, year 2010 including various floor level and overhead conveyors, 4 - elevating and de-elevating towers, controls and associated equipment

Production & Baking

Werner & Pfleiderer stainless steel enclosed gas fired stone bake travelling oven, 3m wide approx

Production & Baking

Rheon VX 432 Stress Free V4 dough divider, s/n 0096, year 2010

Tromp-Decojet II water splitter, s/n 10124

Emil Kemper Soft-Star Plus eight pocket roll plant, s/n 655057, year 2006
(assumed above are installed)

Production & Baking

Tom Chandley Ovens Compacta stainless steel five deck oven

Double D Revoband stainless steel gas fired bar marker (not installed)

Stelram Engineering stainless steel flour depositor, s/n 0327/1, year 2007 (not installed)

Stainless steel framed belt conveyor, 720mm wide, with controls (not installed)

Production & Baking

Acrivarn four section carousel gas fired rack oven with internal steam cascade, s/n E12644, year 2009

Production & Baking

3 - Double D Revorack four section carousel gas fired rack ovens

Production & Baking

Mondial Forni MATIC 2B SC 18/3 gas fired three deck travelling oven, s/n 960156-04, year 1998, 2.4m wide approx, with Siemens Simatic OP27 controls and loading/unloading system

Production & Baking

Dexmore stainless steel baked potato line (not installed)

Acrivarn stainless steel mobile four spinner glazing unit, s/n 12390, year 2007

Unitherm stainless steel lazy susan

	Best stainless steel checkweigher (not installed)
	3M-Matic 39600 carton taper, s/n 12453, year 2002
Production & Baking	Elpress stainless steel hanging rail steam heated tray wash plant
Production & Baking	Triphase Limited stainless steel enclosed fourteen tier twin drum ambient spiral prover, 500mm wide stainless steel belt Spooner stainless steel enclosed twenty-five tier single drum ambient spiral prover, 545mm wide plastic link belt; 'white wall' housing Frigoscandia GyroCompact M92 twenty-six tier single drum spiral freezer, s/n 540071, 900mm wide stainless steel link belt, 100mm pitch; 'white wall' housing, 2 - Grasso ammonia refrigeration compressors and associated equipment, year 1989 Triphase Limited seventeen tier twin drum ambient spiral prover, 800mm wide stainless steel link belt; 'white wall' housing (mezzanine floor level)
Storage Area	Russell 17300 stainless steel vibratory sieve, s/n A3207 2 Rheon VX121 stainless steel dough dividers, s/n 00028, year 1999 and s/n 00113, year 2002 Emil Kemper Quadro Round bread roll line, year 2003 Emil Kemper Princess painted steel moulder, s/n 82613 Glimek SD 300 dough divider, s/n 161, year 2003 Painted steel dough mixer
Tray Wash	Oliver Douglas stainless steel gas fired tray washer
Packing	Stainless steel wire link transfer conveyor, 800mm wide Loma bridge type metal detector, s/n 896188, year 1997, with retracting belt system Stainless steel framed plastic link belt transfer conveyor, 700mm wide 2 - Plastic slat flighted belt elevating conveyors 2 - Ward Bekker ten station batch weighers, s/nos 1860 & 1861, year 1996, each with Inno-Tech M Series controls Inno Tech 8000 vertical bagging machine, s/n 10395080, year 1996 Inno Tech 3800 vertical bagging machine, s/n 10295081, year 1996 Plastic slat flighted belt take off conveyor Associated equipment
Packing	Siat F146-SX carton erector and taper, s/n SEC0000023, year 2004 Transfer conveyor system (180°) Siat SM11/89 carton taper, s/n 20734, year 1993 Sprinter card feed system
Packing	Filma FP35 CP10.81 surface mounted pallet stretchwrapper, s/n 1122, year 1997
Plant House	Hydrovane HRD 120 dryer Hydrovane 178 type PUAS08-4135 S500 air compressor, s/n 178-00284-9602, 8 bar Hydrovane air compressor Hydrovane 67 type 06708-000 air compressor, s/n 9006.7HV 8861 05/3 Welded mild steel air receiver & filter
Packing (First Floor)	Funk FRV 5000 twin station flaked ice machine, s/n 0106/10, year 2010 Stainless steel framed high level plastic slat belt infeed conveyor/diversion system Rose Forgrove RF605 stainless steel flow-wrapper, s/n 50249, year 1994

	Rose Forgrove 605 stainless steel flow-wrapper, s/n 50491, year 1998 (controls dismantled)
	Regal Packaging stainless steel framed plastic link belt transfer conveyor
	Thermo Goring Kerr stainless steel bridge type metal detector
	Stainless steel framed plastic link belt transfer conveyor
Laundry	Girbau GU05ONOMJIG2W01 commercial dryer, s/n 0911000131, year 2009
	Girbau HS-6023 LC-E commercial washing machine, s/n 2140/23/09, year 2009
Boiler House	Byworth MX1500 gas fired steam raising boiler, s/n 110, year 2010, 1,500kg/hr output
	High pressure water system and softening plant
Yards	MTA TAE602 glycol chiller, s/n 2200038381, year 2004
	ICS TAE 502 chiller unit, s/n 2200009313, year 2002, with heat exchanger
	NRS Quiet Master QM H077-3 chiller, s/n 285011
	Copeland chiller
	ICS triple fan chiller
Yards	2 - GRP flour storage silos, each 30 tonne capacity, with load cells and associated equipment
Trailers - Main Yard	14 - Assorted curtain side tri-axle trailers and stored machinery
Trailers - Site Yard	6 - Assorted curtain side tri-axle trailers and stored machinery
Third Party Yard (access not gained)	7 - Assorted curtain side tri-axle trailers and stored machinery
Internal Transport	Still EXU 20 pedestrian pallet truck
Internal Transport	Still R20-15 fork lift truck
Internal Transport	Komatsu F314 fork lift truck
Internal Transport	Skyjack 3219 battery electric scissor lift
	Youngman Boss X3 battery electric scissor lift

Lyon Road, Kearsley

Fat Tank Room	2 Stainless steel fluid shortening tanks, each 12,500kg capacity, 2300mm dia x 3600mm, with single Fristan FL75s motorised discharge pump
Spice/Weigh Up Room	J J Ventilation spice weighing booth, 2600mm x 2500mm x 3250mm, with extraction fan and inbuilt filter
Spice/Weigh Up Room	Russell Finex 21 mobile sieve shaker
Allergen Room	Russell 17300 stainless steel mobile sieve shaker, s/n A2.562
Raw Material & Packing Store	Payne pallet inverter, s/n 1247, capacity 2000kg
Chilled Red Meats Room	Treif Cubemat 0773 stainless steel meat cutting/dicing machine, s/n 077312.72971.0400, date 1988, with elevating loader and motorised continuous belt outfeed conveyor
	Stainless steel sorting table
	Metal detector, with motorised continuous belt conveyor
	Suhner VT350 stainless steel vacuum tumbler, s/n 01350 386
Chilled Red Meats Room	Turbovac SB-600 mobile vacuum packing machine, s/n 20026569, date 2000
Chilled Red Meats Room	Seydelmann AE130 stainless steel mincing machine, s/n 96240-1
VMI Mixing Room	VMI type 4440 ET automatic mixing plant, s/n 128286, date 2002, comprising tub hoist, 250kg SWL, 440 litre capacity mixer, auto bowl lift, hopper discharge, controls & guards
Corridor	Ziegra UBE/ZBE 2500 flake ice machine, s/n 072741

De-Boxing Room	Greaves type GM5 vertical electric mixer, s/n 28483, with stainless steel pneumatic stand, date 1994
Cook Room	BCH 500kg steam heated cooking and cooling plant, comprising: Stainless steel tub hoist, s/n 180, 250kg SWL Jacketed stainless steel mixing and cooking vessel, s/n 7974, date 1980, design temp 324°F, with rise-and-fall lid Vacuum cooling chamber, s/n 9/9323A, date 1998, design temp 100°C, with gate valve discharge; controls, pipework and associated equipment
Cook Room	BCH 500kg steam heated cooking and cooling plant, comprising: Stainless steel tub hoist, s/n 181, 250kg SWL Fairfield Dalton jacketed stainless steel 671 litre mixing and cooking vessel, s/n 227-3585-95, date 1995, design temp 168°C, with rise-and-fall lid Vacuum cooling vessel, s/n 9/9232B, date 1998, design temp 100°C, with gate valve discharge; controls, pipework and associated equipment
Cook Room	BCH 500kg steam heated cooking and cooling plant, comprising: Stainless steel tub hoist, s/n 182, 250kg SWL Jacketed stainless steel mixing and cooking vessel, s/n 10273, date 1984, design temp 162°C, with rise-and-fall lid Vacuum cooling chamber, s/n 1130, design temp 100°C, date 1985, with gate valve discharge; controls, pipework and associated equipment
Cook Room	BCH 500kg steam heated cooking and cooling plant, comprising: Stainless steel tub hoist, s/n 183, 250kg SWL Jacketed stainless steel mixing and cooking vessel, s/n 11181, date 1993, design temp 162°C, with rise-and-fall lid Vacuum cooling vessel, s/n 15976, date 1993, design temp 100°C, with gate valve discharge; controls, pipework and associated equipment
Cook Room	BCH 500kg steam heated cooking and cooling plant, comprising: Stainless steel tub hoist, s/n 184, 250kg SWL Jacketed stainless steel mixing and cooking vessel, s/n 15976, date 1993, with rise-and-fall lid Vacuum cooling vessel, s/n 15976, date 1993, design temp 100°C, with gate valve discharge; controls, pipework and associated equipment
Water Chiller Room	Water cooling plant, with 5 APV type SR 95 skid mounted heat exchangers, date 1993 (each with pump) s/nos 197, 196, 200, 198 & 199 with pipework, controls and associated equipment
Bakery	VMI mixing plant, comprising: Spiromatic Spido 8/32 flour feed system with weigh hopper & CNC controls, 2 4440MEB single bowl mixers, s/nos 104721 & 104722, date 1999, 440 litre capacity, each with tub hoist type ELEV BAC, s/nos 104723 & 104724, date 1999, 300kg SWL and receiving hopper; controls, guards and associated equipment
Bakery	Collette fixed height bowl mixer, 300 litre capacity, with rise-and-fall bowl lift
Bakery	Collette fixed height bowl mixer, 300 litre capacity, with rise-and-fall bowl lift
Bakery	Scanio L7 stainless steel tub hoist, s/n 8107, date 1997, capacity 300kg, including safety guard with pneumatic rise-and-fall door
Bakery	Welded mild steel flour hopper with vibratory discharge, Avery Weighttronix E1010 weigh cell, controls and steel frame
Bakery	VMI Verymix continuous pastry making plant (serving R1), s/n 106976, date 2000, 3000kg/hour capacity, comprising:

Bakery

Bakery

2 Stainless steel flour holding tanks, 900mm dia x 1250mm, each with feed hopper, weigh cell and discharge
3 Stainless steel additive hoppers, 450mm dia x 620mm, each with agitator and weigh cell
Horizontal worm screw with vertical worm screw feed system
Stainless steel twin auger mobile fat pump
Pre mixing station
Stainless steel horizontal kneading machine, with tilting action, 1500 x 1500mm
Pastry return station
Open top twin blade mixer, 1250mm x 350mm, with guillotine cut off
Enclosed stainless steel water feed tank, with pump
Enclosed stainless steel oil feed tank, with pump
Stainless steel chequer plate gantry, controls, pipework and associated equipment
Stainless steel framed rubber belt conveyor, 18m overall in 4 sections
Rademaker laminating and make up line 1, comprising:

Section 1

Stainless steel tub hoist

Rademaker pastry extruder, s/n 5359-707, date 2000, with feed hopper (RAD003)

Transfer conveyor (RAD005) with twin folding arms (RAD010) & 2 stainless steel flour dusters (RAD006 & RAD011) and pinning roller

Inclined mobile fat feed conveyor (RAD007)

Rademaker Fat Press extruder, s/n 5359-709, date 2000 (RAD008), with fat pump (RAD009) and discharge pipe

Twin roll gauging station (pinning), 620mm width (RAD012)

Twin roll pinning section/reduction, 620mm width (RAD014)

Retraction conveyor (RAD013)

Laminating transfer conveyor (RAD015)

Section 2

Continuous belt feed conveyor, 650mm wide (RAD017), with 2 – flour dusters (RAD016 & RAD018)

Single roll press station (RAD019)

Twin roll quick reduction station, 620mm width (RAD020)

Continuous belt transfer conveyor, 650mm wide

Section 3

Continuous belt transfer conveyor, 650mm wide (RAD023), with 2 – flour dusters

Single roll press station (RAD025)

Twin roll quick reduction station, 620mm width (RAD026)

Continuous belt transfer conveyor, 650mm wide (RAD027), with pastry guillotine

Section 4

Continuous belt transfer conveyor, 1410mm wide, with flour duster (RAD031)

Single roll press station, 1400mm width (RAD032)

Continuous belt transfer conveyor, 1410mm wide, with 2 – flour dusters

Continuous belt transfer conveyor/resting tunnel, 1460mm wide (in two tiers)

Twin roll quick reduction station, 1410mm width (RAD037)

Continuous belt transfer conveyor, 1450mm width (RAD039), with flour duster

Cross roll station (RAD040)

Twin roll gauging station, 1410mm width (RAD041)

Continuous belt transfer conveyor, 1450mm wide (RAD042), with diagonal transfer section

Section 5

Stainless steel fat feed pump, s/n 6797-702, year 2005, with Scanio stainless steel tote bin lift

Continuous belt transfer conveyor, 1450mm wide, with 2 – flour dusters (RAD036)

Continuous belt transfer conveyor, 1450mm wide, with rotary cutting station

Continuous belt through feed conveyor, 1270mm wide, with flour duster, 2 multi wheel slitters and crimping station

Twin roll gauging station, 1410mm width

Two section continuous belt overhead diverter conveyor, 850mm wide

Handtmann VF200B vacuum filler, s/n 277, with integral tote bin lift and twelve head depositing manifold

Twelve valve water spray station

Two section mobile decorating station (offline)

Pie blocking station

Continuous belt cross feed waste conveyor

Egg glazing unit

Arcol stainless steel wire mesh egg glazing unit

Associated equipment including central control system, s/n 535900, date 2000, on line section controls, miscellaneous conveyors, guards and ancillary items

VMI Verymix 3000 continuous pastry making plant, s/n 142511, date 2006, 3000kg/hour capacity, comprising:

- 2 Stainless steel flour holding tanks, 890mm dia x 1250mm, each with feeder, weigh hoppers and discharge
- 2 Stainless steel additive hoppers, 1 - 450mm dia x 720mm
- 1 - 450mm dia x 420mm, each with agitator and weigh cells
- 2 – Vertical double belt fat feed conveyors (offline)

Mobile fat infeed flighted conveyor, 2.5m long

Pre mixing station

Stainless steel open topped trough shaped horizontal kneading machine with tilting action, 2000mm x 640mm, with continuous batch discharge

Pastry return station

Open top twin blade scrap mixer, 1250 x 350mm, with guillotine cut off

Enclosed stainless steel water feed tank, with pump

Enclosed stainless steel oil feed tank, with pump

Stainless steel chequer plate gantry, controls, pipework and associated equipment

Stainless steel framed rubber belt conveyor, 21m approx, in 4 sections

Rademaker laminating and make up line 2, comprising:

Section 1

Rademaker three roll pastry extruder, s/n 6918-706, date 2006, with feed hopper

Bakery

Bakery

Bakery

Continuous belt transfer conveyor, 650mm wide, with twin folding arms and 2 – flour dusters
 Rademaker fat block inclined conveyor, s/n 6918-708, date 2006
 Rademaker fat pump, s/n 69187-707, date 2006, with discharge pipe
 Twin roll gauging station (pinning), 620mm width
 Inclined continuous belt conveyor, 650mm wide
 Twin roll reduction station (pinning), 620mm width
 Inclined transfer conveyor, 650mm wide, with lapping discharge

Section 2

Continuous belt transfer conveyor, 650mm wide, with 2 flour dusters
 Single roll gauging station (pinning)
 Twin roll reduction station (pinning), 620mm width
 Continuous belt inclined transfer conveyor, 650mm wide, with lapping discharge

Section 3

Continuous belt transfer conveyor, 650mm wide, with 2 flour dusters
 Single roll gauging station
 Twin roll reduction station, 620mm width
 Continuous belt transfer conveyor, 650mm wide, with pastry guillotine

Section 4

Continuous belt transfer conveyor, 1450mm wide, with flour duster
 Single roll press station, 1450mm wide
 Continuous belt transfer conveyor, 1450mm wide, with 2 – flour dusters (two sections)
 Continuous belt transfer conveyor/resting tunnel, 1450mm wide (in two tiers)
 Twin roll quick reduction station
 Twin roll gauging station, 1420mm width
 Continuous belt transfer conveyor, 1450mm wide, with diagonal transfer section

Section 5

Continuous belt transfer conveyor, 1450mm wide, with 2 – flour dusters
 Continuous belt transfer conveyor, 1450mm wide, with rotary cutting station
 Continuous belt through feed conveyor, 1250mm wide, with flour duster, pattern cutter press, crimping station and multi head slitter
 2 Twin roll gauging stations, 1420mm width
 Two section continuous belt overhead diverter conveyor, 850mm wide
 Twelve valve water spray station, s/n 6918-759
 Mohnopump stainless steel mobile seven head depositor, s/n 6797-701, year 2005
 Two section mobile decorating station
 Continuous belt cross feed waste conveyor
 Stainless steel bin hoist

Associated equipment including central control system, s/n 6918, date 2006, on line section controls, miscellaneous conveyors, guards and ancillary items

Asser Oakes laminating & pie make up line, comprising:

Section 1

Bakery

Scanio A7 stainless steel tub hoist, s/n 2211, date 1985, 300kg SWL

Continuous belt transfer conveyor with flour duster

Rijkaart 660mm triple roll pastry extruder/sheeter (offline)

Rijkaart GDF fat infeed section, s/n 301987, date 1993

Reisser water wheel pastry cutter

Twin arm folding station

Pinning section

Cross pinner

Pinning section

Inclined plastic belt conveyor, 610mm x 6m long

Rubber belt retracting conveyor, 600mm wide, with flour duster

Section 2

Rubber belt retracting conveyor, 620mm wide, with 2 - flour dusters

Single roll pinner

Rijkaaart multi roll pinner

Inclined continuous belt conveyor, 600mm wide

Section 3

Continuous belt retracting conveyor, 820mm wide, with 2 flour dusters

Cross pinner

Rijkaart multi roll pinner

Rijkaart twin roll pinner

Overhead lidding conveyor (not in service)

Section 4

Asser Oakes 6 lane blocking and filling line, comprising:

Foil case denester

Six head blocking press

Scanio L7 bin hoist, s/n 1682, date 1984

Vemag Robot HP15, type 141/250B-1 stainless steel vacuum filler,
s/n 1410421, with integral tote bin lift and six head depositor

Raque 1272-29-1 six head stainless steel mobile wet ingredient depositor,
s/n 1050281, year 2005, with stainless steel tote bin lift and receiving hopper

Triple roller pastry lid sheeter

Six head lid blocker

Waste removal conveyor

Product removal system and trimming press

Waste removal conveyor with Goring Kerr bridge type metal detector,
s/n 57572

90° plastic belt conveyor

Ambaflex SH-3871590 spiral conveyor, s/n 5143-03, date 2006

Plastic belt overhead conveyor, approx 20,000mm long

Ambaflex SH-387-1590 spiral conveyor, s/n 5143-04, date 2006

C Systems egg glazing unit

Associated equipment including central control system, online section controls,
miscellaneous conveyors, guards and ancillary items

Bakery	Fish Engineering PSS690 pastry strip sheeter, s/n.549, date 2010
Bakery	C Rijkaart laminating line, s/n.76110, year 1985, comprising: Section 1 Triple roll pastry extruder/sheeter Rijkaart DVBS 600 rubber belt conveyor, s/n 76110, 5m long, date 1985 Continuous belt transfer conveyor, 600mm wide 2 Cross pinner rolls Two roll pinner Rubber belt retracting conveyor, 600mm wide Section 2 Continuous belt transfer conveyor, 600mm wide, with flour duster Cross pinner Multi roll pinner Baynflax strip feeder, s/n 5033, date 2000 (offline) Rubber belt retracting conveyor, 600mm wide Section 3 Continuous belt transfer conveyor Cross pinner Multi roll pinner, 650mm width Two roll pinner, 650mm width Associated equipment Comas sweet mince pies make up line, s/n 3490, comprising: European Process Plant stainless steel four lane foil denester Stainless steel indexing through feed conveyor, 500mm wide x 14m approx LTF 500 stainless steel multi roll pastry extruder/sheeter, s/n 3940/02, date 2003 Three head pastry blocker European Process Plant four valve water spray station Three head mobile depositor Multi roll pastry lid extruder/sheeter, with die cut roll, feed and scrap conveyors Three head pastry lid blocker Product take off system, with continuous belt outfeed conveyor and continuous belt scrap conveyor Associated equipment including central control system, on line controls, miscellaneous conveyors, guards and ancillary items Three section high level stainless steel conveyor system serving Baynflax and Comas lines (incomplete) Funk stainless steel two section flake ice making system, with stainless steel frame and refrigeration compressor Stainless steel twin blade trough type mixer with Scaniro L7 stainless steel tote bin lift, s/n 1502, year 1983 2 - C.Rijkaart stainless steel triple roll sheeters (included with line) Saturn Spraying System stainless steel mobile glazer, s/n S3568, year 2005 Tieif Puma stainless steel cheese grater, s/n 194307.61660.0535, year 2002 DCE Unimaster UMA 152K3 dust extraction unit, s/n 648419, year 1997
Bakery	
Bakery	
Bakery	
Bakery	

	Frampton BM-1-4-S stainless steel toaster, s/n 5979130405, with enclosure
	Asser Oakes six head mobile depositor
	Baynflax EM100 single lane depositor, year 1999
	Seven head mobile depositor (included on Rademaker 2)
	Case UK coating conveyor, s/n S 3457-1, date 1999
	6 Infil conveyors
	Baynflax TUI00U transfer pump, s/n 5094, date 2000 (in storage R1&2)
	Rademaker Monodepositor 12 row depositor, s/n 5259-762, date 2000 (In Storage – serving R1 & R2)
	C Systems egg glazing conveyor
High Risk Area	Double D Revorack gas heated two compartment baking & steaming oven, 16 rack capacity
Storage Room	Turbo Systems VP 200P mobile single head depositor, s/n 5608107, year 2006
Spiral Freezers	Frigoscandia Gyrocompact 76 spiral freezer, s/n 2630196, capacity 33 tiers with conveyor belt 445m long
	Frigoscandia Gyrocompact GCM 92-08-32-16 WE CR spiral freezer, s/n 02640015, capacity 32 tiers with conveyor belt 587m long
	2 Spiral freezers and air cooling plant, comprising:
	Stal 9562 vertically mounted refrigeration compressor, s/n 6225, date 1993, with receiver
	Stal 9562 vertically mounted refrigeration compressor, s/n 8207, date 1998
	Stal SVA 57E HDB-FAB-BAB refrigeration compressor, s/n U 109573 1993 with receiver
	Stal SVB 73 BDB-GBF-AF refrigeration compressor, s/n U 109572, date 1992 with receiver
	Stal SVB 73 BDB-GBF-AF refrigeration compressor, s/n U 109571, date 1993 with receiver
	High and low pressure receivers, and 2 BAC roof mounted water coolers
Spiral Freezers	Frigoscandia Gyrocompact GCM 92 spiral freezer, s/n 540151, Order No 1160281, capacity 37 tiers with conveyor belt 676m long with
	Frigoscandia containerised FPL 445 GC refrigeration system, s/n DR-0173, with Grasso YB3B Refrigeration compressor, s/n 9936, date 2006 with 365kW motor, Danfoss twin fan condensor and BAC roof mounted water cooler
Packing Hall	Box feed conveyor system
Packing Hall	Rademaker packing line, comprising:
	Stainless steel framed plastic link belt conveyor, 12,000mm x 900mm with 90° return section
	Safeline Signature 2 metal detector, s/n 44855, with reject device
	2 - Stainless steel framed plastic link belt conveyors, 2000mm x 900mm (inclined) & 7700mm x 900mm
	Stainless steel framed powered roller conveyor, 6900mm x 400mm
	Stainless steel framed belt conveyor
	Endoline 702 carton sealer, s/n 060336362 with Marsh Unicorn ink jet coder, feed & delivery conveyor
	Identapply Ltd Combina Classic 500/165 RH label applicator, s/n 0604-03, date 2006
	Marsh Unicorn ink jet coder, and roller discharge conveyor
Packing Hall	Rademaker packing line, comprising:
	4 - Stainless steel framed plastic link belt conveyors, 12,000mm x 900mm (High level from spiral freezer), 3,000mm x 900mm (90°), 3,600mm x 900mm (inclined) & 2,000mm x 900mm (90°)
	Manual packing line, with

	Safeline Mettler Toledo metal detector, s/n 85034, with reject device Stainless steel framed plastic link belt conveyor, 8m approx Stainless steel framed plastic link belt conveyor, 5500mm x 900mm Stainless steel framed powered roller conveyor 9000mm x 500mm with 6 packing points 4 - Stainless steel framed plastic link belt conveyors, serving packing lines above
Packing Hall	Rademaker packing line 3, comprising: Kliklok Genesis Former two station carton erector, s/n 12023 Stainless steel framed plastic link belt transfer conveyor, 300mm x 8m approx Stainless steel framed plastic link belt transfer conveyor, 300mm x 12m approx Stainless steel framed plastic link belt transfer conveyor, 300mm x 20m approx Kliklok Genesis stainless steel carton erector, s/n CLGNS-14006-KM Cintex stainless steel pass through X-ray machine Lock Inspection Systems stainless steel checkweigher, s/n 3252712, year 2007, with auto reject Stainless steel framed plastic link transfer conveyor, 300mm wide (90°) AdPack SmiPack BP800 shrink wrapper, s/n 30319, year 2009, with gravity roll outfeed conveyor AdPack SmiPack BP800 shrink wrapper, s/n 28314, year 2009, with gravity roll outfeed conveyor Endoline box erector and taper
Packing Hall	Packing line 4, comprising: Stainless steel framed rubber belt declined conveyor Stainless steel framed plastic slat belt transfer conveyor Freemantle S11 stainless steel carton erector, s/n 06-327, year 2006 Graseby Goring Kerr/Safeline twin station bridge type metal detector, with auto reject Stainless steel gravity roller conveyor
Packing Hall	Packing line, comprising: 2 Low level continuous belt conveyors 2 Low level gravity fed roller conveyors Siat SM11 PC box taper, s/n 23633, date 1998 Outfeed conveyor with March Unicorn coder
Packing Hall	Packing line feed conveyors, comprising: Stainless steel framed plastic link belt conveyor, 18m x 900mm (high level from spiral) & three lane 90° section Goring Kerr metal detector, s/n 48835, with reject station Continuous belt declined conveyor
Packing Hall	Packing Line 1 comprising: Ambaflex SH-235-951 spiral conveyor, s/n 5143-01, date 2006 Stainless steel framed plastic link belt conveyor, 5500mm x 300mm Racupack RT1-Catamaran box filler, s/n 040 2257, date 2002, with Nordson Series 3100V hot melt gluer Stainless steel framed plastic link belt conveyor, 8500mm x 300mm (180°) Goring Kerr & Safeline Signature twin metal detector station, with continuous belt conveyor and reject

	Lock Inspection Systems CK1500 checkweigher, s/n 15499-1, date 2003, with continuous belt conveyor and reject
	Cintex stainless steel pass through X-ray machine
	Stainless steel framed single narrow lane 'U shape' transfer conveyor
	Stainless steel framed transfer conveyor
	Stainless steel framed 90° transfer conveyor
	Bradman-Lake Europack STAR/RTSW film wrapper and heat shrink tunnel, s/n 04.1089 9E, year 2005
	Adpak Smipack BP800 shrinkwrapper, s/n 29211, date 2009
	Markem Cimjet RH labeller with transfer conveyor
Packing Hall	Packing line 2, comprising:
	Ambaflex SH 235 951 spiral conveyor, s/n 5143-02, date 2006
	Stainless steel framed plastic link belt conveyor, 300mm wide x 5.2m approx
	2 Stainless steel framed plastic slat belt conveyors, each 300mm wide x 3m approx
	Racupack RT1 Catamaran box filling machine, s/n 0601231, date 2001, with Nordson hot melt gluer
	Stainless steel plastic link belt conveyor, 500mm wide x 9m approx
	Mettler Toledo Safeline Powerphase Plus twin station metal detector, s/n 95351, with continuous belt conveyors and reject
	Lock Inspection Systems Ltd CK1500 checkweigher, s/n 15506-1, date 2003, with continuous belt conveyors and reject
	Cintex stainless steel pass through X-ray machine, s/n 82250, year 2003
	Stainless steel framed plastic slat conveyor, 300mm x 6m approx
	Adpak AD-PLX1 box stacker, s/n 9208, date 2010
Packing Hall	Adpak Smipack BP800AR 230R flow wrapper and heat shrink tunnel, s/n 31776, date 2010
	Continuous belt outfeed conveyor
Packing Hall	Integral packing line, comprising:
	Bradman-Lake single station carton erector, s/n 6171
	Bradman-Lake XS 2/60 Erector twin station carton erector, s/n 6189 1101
	Stainless steel framed plastic link belt conveyor, 300mm x 10m approx
	Stainless steel framed plastic link belt conveyor, 300mm x 11m approx (offline)
	Goring Kerr twin station metal detector, with continuous belt conveyors and reject
	Lock Inspection Systems Ltd CK1500 checkweigher, s/n 15499-1, date 2003, with continuous belt conveyor and reject
	Stainless steel framed plastic link belt conveyor, 380mm x 4m approx
Packing Hall	CMB Carton Systems C-90 carton closing machine, with Nordson ProBlue 4 hot melt gluer
Packing Hall	3 - Markem Imaje inkjet printers, s/nos FR07231970, FR07231971 & FR09370296
Packing Hall	Europack Tightwrapper overwrapping machine, s/n 9510145, date 1995, with feed conveyor, stacker, shrink tunnel & conveyor discharge (offline)
Box Assembly Area	Slat surface mounted rotary pallet wrapper
Plant Wash Room	Newsmith Eurobin stainless steel cased bin wash, 1950mm open width
Plant Wash Room	Newsmith Hercules KM 372 single door washing machine, 1200mm door width
Plant Wash Room	Oliver Douglas gas heated carousel type stainless steel tray washer (not in use)

Box Erecting Room	Endoline 221 carton erector, s/n 060336361 (offline) Endoline 221 carton erector, s/n 060336359
Cooking Room	BCH jacketed stainless steel rice cooker, 48" dia x 48", with side mounted mixer, bottom discharge and staging. Stainless steel 350kg tub hoist. BCH jacketed stainless steel sauce cooker, 32" dia x 32", s/n 14421, date 1990, with top mounted mixer and condenser BCH jacketed stainless steel mixing/cooking vessel, 48" dia x 48", with stainless steel tub hoist and access stage Silverson mobile mixer Kecol 100 mixer with Danfotec stand Sauce pump & stand
Cooling/Cooking Room	Stainless steel rice tumbler, with Carnitech 200kg tub hoist, Plant No 51959 AAP portable continuous stainless steel rice wash, Plant No 52111 Portable continuous stainless steel rice wash, Plant No 52113
Filling Room	Filling line, comprising: 2 – SEWTEC Automation twin stack de-nesters Twin lane stainless steel mesh conveyor, approx 52' centres Multifil MPFSC-120-1 inclined portioning elevator depositor, s/n 291, date June 2000 Multifil MPFSC-120-1 inclined portioning elevator depositor, s/n 341, date March 2003 Key stainless steel vibratory feed conveyor, max stroke 9mm Ishida CCW-R-216B-D-30-WP 16 head weigher depositor, s/n 556167, date 2006 Stainless steel platform, 15' x 8', with staircase serving Ishida Raque B 30 four head continuous sauce depositor, s/n 97-198-C, date 11/97 Turbo System mobile pumping system Stainless steel traying up conveyor Ilapak Raque HS-317401 five head vacuum sealing machine, s/n 89,318 C, date 6/90, with cutting head and discharger Stainless steel framed plastic belt conveyor, approx 12' centres 2 Linx 4800 inkjet printers, date 2002 & 2003 Safeline 50H metal detector Loma 6000 Series checkweigher, with reject conveyor Stainless steel framed rubber belt conveyor Stainless steel framed reject conveyor with stainless steel lazy susan Stainless steel framed plastic slat conveyor to spiral freezer, approx 150mm Johnson & Whitefield centralised control panel, year 1999
Filling Room	Packaging Automation tray film sealing machine, s/n 14764000V11643 Stainless steel framed chain type tray feed conveyor, 230,, x 6m approx 2 - Stainless steel framed rubber belt feed conveyors
Filling Room	BCH stainless steel vacuum cooking vessel, 4' dia x 8', Plant No 53396, with side mounted mixer and access stage 2 Open topped stainless steel mixing tanks, 4' dia x 3'6"
Engineers' Shop	Parkson milling machine Ajax B-16L bench drill, s/n 6874

	Draper 8" double ended bench grinder
	Harrison 12" lathe
	Clarke Metalworker power hacksaw
	Garage press
	2 Arc welders
	Meddings pillar drill
Storage	Packaging Automation five station tray film sealer, with plc controls
Compressor House	2 Boge S75 packaged air compressors, s/nos 41344 & 27708
	Ceccato CSC75/8 air compressor, s/n API200948, year 2012
	Hankison refrigerated air dryer, year 2008
	Vertical air receiver
Main Refrigeration Plant Room	Vemag vacuum filler (in need of repair)
Boiler House	Thompson Cochran Wee Chieftain gas fired steam raising boiler, 5,000 lbs/hr approx
	Andrews R2122 gas fired water heater, s/n 0406053010, year 2006
Boiler House	Allen Ygnis gas fired steam raising boiler, s/n 9778, 8,000 lbs/hr, date 1986
Internal Transport	Skyjack SJ11-3219 battery electric aerial work platform, s/n 236003, date 2002
Internal Transport	Linde R16S Active battery electric fork lift reach truck, s/n G1X115T53474, date 2006
Internal Transport	BT LPE200/8 battery electric pedestrian operated pallet truck, s/n 608 5313, date 2009
Internal Transport	2 - Lansing Linde T16 battery electric pedestrian operated pallet trucks
Internal Transport	Toyota 8FBET15 battery electric counterbalance fork lift truck, s/n 12798, date 2012
Internal Transport	Toyota 8FBET20 battery electric counterbalance fork lift truck, s/n 11229, year 2012
Internal Transport	Youngman Bass X3 access platform, s/n 11260
Yard	2 Spiramatic 36 ton GRP flour silos, with access ladder and connections
Yard	Carter type Sandringham single fan water cooler, s/n 700-80086, date 2008, with pump and piping
Yard	KKW type PC 200 00 NE twin fan water cooler, s/n K-0574-200, date 1998
Yard	Thermo King MD-II Max standalone freezer, hours 6,437
Yard	Cooked meats refrigeration system, including APV Hall 4J-22.2 refrigeration compressor, year 1985, Friga-Bohn 61C3SL triple fan cooler and Danfoss condensor
Yard	Hydraulic bin tipping system serving waste containers
Yard	Effluent treatment system, with tank, pumps and piping
Yard	DCE Unimaster UMA 758K18 dust extraction unit, s/n 677455, year 2001
Yard	Sancassiono ERL013 painted steel bowl lift, s/n 14806, year 2008 (not installed)
Yard	Carter 'Sandringham' stainless steel water cooling tower, s/n 700-110551, year 2012
Yard	6 - Tri-axle curtain side trailers
	3 - Tri-axle refrigeration trailers
Laundry	Girbau HS 6023 stainless steel cased washing machine, s/n 2140045/09, year 2009
	Girbau GU050 NOMJGIW01 gas heated tumble dryer, s/n 0903002633, year 2009
CIP Room	Hygienic System CIP system, comprising treatment tank, pumps, hydraulic

	pump & controls
Throughout	Wetrok rider controlled floor scrubbing machine
	Pakamatic 50kg vacuum bag lifter
	Contractor floor cleaner
	Adiate K floor scrubber
	Assorted bench top and floor platform weigh scales
The Mill House, Sheerness	
Seasoning & Preparation	Treif Puma-CE 1100EB stainless steel cheese slicer, s/n 195309.61827.6413, year 2005
	Thompson Meat Machinery stainless steel trough type mincer, 750mm blade
	Stainless steel cheese block cutter, s/n J9341.FR3, year 1999
Raw Meat Processing	Kramer Grebe stainless steel bowl chopper with integral tub lift and controls, capacity 400 litres
Raw Meat Processing	Risco RS450 stainless steel horizontal trough type paddle mixer, s/n 1195017, year 1995, internal size 1,000 x 750 x 650mm with stainless steel tote bin hoist
Raw Meat Processing	Cheese grating system, including:
	Wright & Pugson stainless steel vertical cheese grater, s/n J9746, year 2007
	Urschel CC grater, year 2007
	Arcall stainless steel inclined flighted belt feed conveyor
	Associated equipment
Raw Meat Processing	Marlin stainless steel shear mixer with safety cage and controls
Raw Meat Processing	Treif Puma-CE/F stainless steel cheese slicer
Raw Meat Processing	Type 313 stainless steel meat breaker/slicer, s/n 2538, year 1983
	Stainless steel enclosed inclined screw conveyor, on mobile frame
	Stainless steel hopper fed mincer
Meat Cook	Joni Foodline stainless steel jacketed mixing kettle with tilting action, internal 1,040mm dia x 600mm, with lid and Autotemp 35 controls, circa 2007
	Joni stainless steel jacketed mixing kettle with tilting action, internal 1,080mm dia x 540mm
	DC Norris stainless steel mixing pot
Meat Cook	DC Norris cooking system, with 2 - Groen N-100 steam heated mixing kettles, s/nos 94278-1 & 2, year 1991, internal 905mm dia x 1,000mm; stainless steel gantry; controls and associated equipment. Installed 1992
	Stainless steel mobile pump
Tray Wash	Mafo Howden BV230M stainless steel tray wash, s/n 15440-786/9, with ACV HM gas fired boiler
Raw Meat Mixing	Ziegra UBE 3500-2 ice making system, s/n 04941528
Pastry Mixing & Laminating	Rijkaart paddle dough mixer, capacity 100 litre
Pastry Mixing & Laminating	Flour discharge hopper with Applied Weighing 920i batch weigh and ancillary items
Pastry Mixing & Laminating	Rondo Doge three section laminating line, s/n 90200043A104001, year 2001, comprising:
	(Section 1)
	VMI stainless steel mixing bowl hoist with feed hopper
	Triple-roll mobile pastry extruder
	Stainless steel framed motorised transfer conveyor, 700mm wide, with stainless steel flour duster

	'ESTRUSORE' stainless steel fat pump, s/n 5005001401021, year 2004, with feed conveyor and depositing head
	Stainless steel folding station
	Stainless steel flour duster
	Stainless steel multi roll gauging station
	Stainless steel framed retracting conveyor, with incline section
	(Section 2)
	Stainless steel framed motorised transfer conveyor, 700mm wide, with stainless steel flour duster
	Stainless steel multi roll gauging station
	Stainless steel framed retracting conveyor, with inclined section
	(Section 3)
	Stainless steel framed motorised transfer conveyor, 700mm wide, with stainless steel flour duster
	Stainless steel multi roll gauging station
	Stainless steel framed motorised transfer conveyor, 700mm wide
	Stainless steel pastry guillotine
	Associated equipment including stainless steel access gantries, controls and ancillary items
Pastry Mixing & Laminating	2 - Funk stainless steel ice makers
Pastry Mixing & Laminating	VMI 4440MAEH fat and flour mixer, s/n 12940, year 2001, with 3 - mobile bowls, rotator and dosing unit
Production	Rondo Doge 'Orbital' sausage roll production line, s/n 90200012C004001, year 2000, comprising:
	Stainless steel framed multi roll gauging station
	Stainless steel flour duster
	Stainless steel cross pinner
	2 - Stainless steel sheeting presses, each with flour tray
	Stainless steel framed motorised transfer conveyor and tensioner
	Pastry spiker
	Pastry pattern form
	Seven blade trimmer
	Handtmann stainless steel vacuum filler with integral bin hoist and six head depositor
	Stainless steel framed motorised transfer conveyor
	Stainless steel pastry guillotine
	Rinc Europe waste pastry removal
	Outfeed conveyor to spiral freezer
	Associated equipment
Production	Seewer Rondo ZKWV605.D22 pastry calibrator, s/n B703 4004, year 1997, with conveyor
	Seewer Rondo SFM859HAO pastry brake, s/n B9453301, year 1999
Production	Baynflax Craftmatic CMP 300 pie production line, s/n 5033, year 2000, comprising:
	Stainless steel triple lane indexing transfer conveyor, 750mm wide
	Triple section tray denester
	Stainless steel mobile strip feeder with conveyor
	Triple head pie base blocker
	Water spray station

	Stainless steel tote bin hoist
	Stainless steel sheeter with conveyor
	Stainless steel triple head pie lid blocker
	Waste pastry conveyor
	Stainless steel mobile glazing unit, s/n S3457-2, year 1999
	Stainless steel framed motorised single belt conveyor
	Graseby Goring Kerr stainless steel bridge type metal detector, s/n 51094
	Associated equipment
Production	Rondo Doge pastry & slice production line, comprising:
	Stainless steel framed motorised belt conveyor with 2 - stainless steel flour duusters
	Stainless steel multi-roll gauging station
	Stainless steel flour duster with stainless steel cross pinner
	Stainless steel framed motorised transfer conveyor and tensioner
	Pastry spiker
	Pastry pattern form
	Five blade trimmer
	Water spray system
	Carnitech stainless steel tote bin hoist
	Pastry folding station
	3 - Pastry trimming presses
	Waste pastry removal
	Stainless steel glazing unit
	Outfeed conveyor to spiral freezer
	Associated equipment
Production	Dexmore pie line, comprising pastry hopper and extruder, twin lane indexing conveyor, pastry lid blocker, twin head guillotine, trim pastry removal, conveyors and associated equipment, year 1985
Production	Steck stainless steel mobile three head depositor, year 2007
	Steck stainless steel mobile four head depositor, year 2005
	Baynflax stainless steel mobile three head depositor, s/n 4968 (included with line)
	GEI Turbo ED93064 stainless steel mobile three head depositor, s/n 8090, year 1998
	Baynflax stainless steel mobile three head depositor, year 2000 (included with line)
	Vibratory sieve
Freezers	Frigoscandia GyroCompact 76 twenty-eight tier spiral freezer, with Frigopack FP180ALSI ammonia refrigeration system, s/n 0116163, year 2001, and associated equipment
	Frigoscandia GyroCompact 76 twenty-eight tier spiral freezer, with Frigopack FP180ALSI ammonia refrigeration system, s/n 01160127, year 2000, and associated equipment
	Twin conveyor system from spiral freezers to packing lines, including 2 - Arcall 700G coating units, s/nos 9192 & N/A, year 2002, plastic link conveyor, access staging and associated equipment
Packing	Sausage roll packing line, comprising:
	Wright DC-45x15x2000 vibratory transfer conveyor, s/n 4893, year 2002
	Dataweigh fourteen head batch weigher

	GIC Ltd VFB 4000 stainless steel form, fill and seal machine, s/n 960081, year 2002, with Markem Smartdate 2 coder and inclined outfeed conveyor
	Graseby D20 stainless steel checkweigher, with auto reject
	WMH stainless steel framed motorised plastic link belt transfer conveyor
	Stainless steel framed motorised roller packing conveyor, with eight boxing stations
	Siat SM11 PC carton taper, s/n 35291, year 1999
	Transfer conveyor with Alpha-Dot Midjet coder
	Goring Kerr stainless steel bridge type metal detector, with transfer conveyor
	Gravity roller conveyor
	Associated equipment
Packing	Packing line, comprising:
	Stainless steel framed motorised plastic link belt transfer conveyor
	Stainless steel framed motorised roller packing conveyor, with eight boxing stations
	Mild steel framed gravity roller conveyor
	Siat SM11 PC carton taper, s/n 36982, year 2000
	Transfer conveyor with Alpha-Dot Midjet coder
	Thermo Goring Kerr DSP3 stainless steel bridge type metal detector, with transfer conveyor
	Gravity roller conveyor
	Associated equipment
Packing	Packing line, comprising:
	Jacob White (Packaging) Ltd NSX315 carton erector, s/n RSB244A, with denester and Unitronics Vision 230 controls
	Markem Image 9020 inkjet coder, with print head and conveyor
	Graseby Goring Kerr twin station bridge type metal detector with auto reject
	Yamato CSG20LW-00P checkweigher, s/n TA050459, year 2006
	Goring Kerr bridge type metal detector, with auto reject
	Siat SM11 PC box taper, s/n 34498, year 1999
Former Compressor House	Denco SN45 air cooler
	Nalco Envirotreat AQZ cooling water treatment plant
	Cool Technology EN286-1 Welded mild steel air receiver
Boiler Room - 1	ACV HMI50 Jumbo gas fired boiler, s/n 276, year 2000
	Ecowater water purifier
	ACV 1210-Jumbo 800 hot water storage tank
	ACV 1245-Jumbo 800 hot water storage tank
Boiler Room - 2	Fulton 60E gas fired steam raising boiler, test no B6482, year 1992, capacity 2,100 lb/hr
Yards	Ingersoll Rand Nirvana 45 Inverter enclosed air compressor, s/n 2730667, year 2006, with EcoAir KR170 refrigerant dryer, year 1993 and Abbott welded mild steel air receiver
	Mattei 180 air compressor
Yards	2 - BAC water cooling towers, year 2000
Yards	Braby welded aluminium vertical flour storage silo, year 2000, capacity 32 tonnes, size 9m x 3m dia
Yards	Waste compactor
Warehouse	Pallet inverter

	Syspal SC100B1041 stainless steel enclosed tote bin hoist, s/n K1804, year 2005
Internal Transport	Linde E16C-02 battery electric three wheel fork lift truck, s/n H2X335R06152, year 2004, capacity 1,600kg
Internal Transport	Mitsubishi FB20NT battery electric three wheel fork lift truck, s/n EFB13-70470, year 2006, capacity 2,000kg
	Skyjack SJ-3219 battery electric scissor lift, s/n 267668, year 2006
	Youngman Boss X3 battery electric scissor lift, year 2009
Storage Trailers	3 Curtain side tri-axle trailers
	2 Curtain side twin axle trailers
	Refrigerated tri-axle trailer
	Equipment stored in above
Lillyhall Industrial Estate, Workington	
Silo Area	Stainless steel flour storage silo, 35 tonne approx capacity
	Coated mild steel flour storage silo, 30 tonne approx capacity
Production	Line 1, comprising:
	Flour batcher with Bagfast Weighmaster controls and stainless steel framework
	Pietroberto Easy 200 EHD painted steel spiral mixer, with 3 - removable bowls, s/n 200600420, year 2006, 200kg capacity
	Pietroberto SR26 painted steel single column bowl hoist, s/n 2006-000 422, year 2006, with safety cage
	Werner & Pfleiderer-Haton PARTA U2012 stainless steel divider, s/n H962851, year 2009
	Werner & Pfleiderer CCR59 conical rounder, s/n H595054
	Lock CK30CK 1500 stainless steel checkweigher, s/n 34974/1, year 2008
	Werner & Pfleiderer PARB11672 painted steel eight pocket immediate overhead proofing unit, s/n H73461
	Painted steel framed transfer conveyor
	Werner & Pfleiderer-Haton BM80 painted steel pinner, s/n H800127
	Associated equipment
Production	Stainless steel skid mounted Levain system, with agitated and jacketed vessel, 1500mm dia x 1600mm, Spiroflow hopper & conveyor, TAE EVOMIO chiller, s/n 2200 190.875, year 2011, controls and associated equipment
Production	Ziegra UBE 2500 enclosed flake ice machine, s/n 883437
Bakery	Spooner gas fired two zone travelling oven, 1m wide x 22m approx, with Apexcontrols, 2 - Delvatic Electro VAP MC controls, s/nos 96279 & 96282
Bakery	Polin gas fired travelling oven, 2m wide x 16m approx
Bakery	Denboer gas fired stainless steel travelling stone bake oven, 1.5m wide x 16m approx, year 1996
Bakery	Clayton Industries EG-50-1 gas fired skid mounted steam raising boiler, s/n B7257, year 2007
Production	Baguette line, comprising:
	Pietroberto SR26 painted steel single column bowl hoist, s/n 200700050, year 2007, with safety cage
	JBS stainless steel dough hopper, s/n 243-01, year 2007
	Werner & Pfleiderer-Haton PARTA SN stainless steel divider, s/n H640293, year 2001
	Werner & Pfleiderer-Haton FRK stainless steel intermediate proofing system, s/n H610029, year 2001

	Werner & Pfleiderer 'Extender' stainless steel moulder, s/n H620019, year 2001
	Werner & Pfleiderer - Haton spreader, s/n H625015 (offline)
	'U-shape' stainless steel framed tray conveyor (offline)
	Associated equipment
Production	Roll line, comprising: Flour batcher with Applied Weighing controls and stainless steel framework 2 - Pietroberto Easy 200 EHD painted steel spiral mixers, each with removable bowl, s/nos 2006000504 & 2006000299, year 2006 Pietroberto SRD 29 painted steel twin column bowl hoist, s/n 2007000180, year 2007, with stainless steel safety cage Werner & Pfleiderer 'Tewimat' eight pocket divider JB pinning conveyor, s/n 531, with top pinner, s/n 460 and flour duster, s/n 600, year 2006 Stainless steel framed transfer conveyor, 1m wide Bosch KB1-SR 90o stainless steel framed transfer conveyor, s/n K800265, 1m wide Stainless steel framed transfer conveyor, 1m wide JBS stainless steel framed aligning conveyor, s/n 420, year 2006 JBS stainless steel framed panner conveyor, s/n 400, year 2006 Stainless steel framed motorised transfer conveyor, 600mm wide Bosch KB1-SRS 90o stainless steel framed motorised transfer conveyor, s/n KB00266 Stainless steel framed motorised transfer conveyor, 600mm wide Stainless steel framed panner conveyor, 600mm wide Associated equipment
Production	Stainless steel framed four tier plastic link belt ambient cooling/proofing unit, 870mm wide x 17m approx Quantity of stainless steel framed motorised high and low level conveyors from ovens to spirals
Production	Enclosed thirteen tier single drum spiral freezer, 710mm wide, stainless steel link belt, 205mm pitch; 'white wall' housing Enclosed eleven tier single drum spiral freezer, 610mm wide, stainless steel link belt, 225mm pitch; 'white wall' housing
Packing	Packing line, comprising: Stainless steel framed motorised flighted belt declined conveyor Stainless steel framed accumulation conveyor Loma stainless steel bridge type metal detector, s/n MD301-10610D, year 2009, with plastic link belt conveyor Stainless steel framed motorised outfeed conveyor
Packing	Packing line, comprising: Stainless steel framed motorised flighted belt declined conveyor Stainless steel framed accumulation conveyor Stainless steel framed motorised transfer conveyor Stainless steel framed accumulation conveyor Loma stainless steel bridge type metal detector, s/n 67904341 Stainless steel framed motorised transfer conveyor Stainless steel lazy susan
Packing	Stainless steel motorised high level twin lane conveyor (from ovens), with declined section, year 2007
Packing	Mondial Forni Roto Plus 4575E rack oven, s/n 05A414, year 2005

Packing	Typhoon mobile washer
Refrigeration Plant	Grasso NR-N48S-28 refrigeration compressor, s/n N0946, year 2009, and associated equipment (included with spiral freezer)
Refrigeration Plant	Sabroe Unisab II refrigeration compressor, year 1988 (included with spiral freezer)
Tray Wash	Oliver Douglas 35M stainless steel tray washer, s/n 3535, year 2002
Sieve Room	Russell Compact stainless steel vibratory sieve Russell 17300 stainless steel vibratory sieve, s/n A333.1
Warehouse	Pietroberto Easy 200 EHD painted steel spiral mixer, s/n 2006 000300, year 2006 (part-dismantled) Ziegler UBE/ZBE 2500 flake ice machine, s/n 072 740
Compressor House	Compair V15 packaged air compressor, s/n 715-002287 2 - Ingersoll Rand SSR ML22 packaged air compressors Beko RA air dryer Hoval welded mild steel air receiver and filter
Flour Shed	Flour holding tank, 2 tonne approx, with rotary valves and controls
Yard	MTA TAE 201 water chiller, s/n 2200050113, year 2005 Climaventa packaged chiller, year 2002
Boiler House	2 - Boss BOV 70-440-G gas fired boilers
Internal Transport	Lansing Linde E20P-02 electric counterbalance fork lift truck, s/n H2X335L06592, year 2000
Internal Transport	Linde E160-02 electric three wheeled fork lift truck, s/n H2X335R06133, year 2004
Internal Transport	Skyjack SJ111 3219 battery electric access platform Youngman Boss X3 battery electric access platform, s/n YMGI1254, year 2009

Terms and Conditions

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

It is agreed:

2 Definitions

In this Chattels Mortgage:

- 2.1 Unless the context otherwise requires all references to legislation or any law include references to any changes to it and any replacements of it; the singular includes the plural and vice versa; and the masculine includes the feminine and vice versa.
- 2.2 **"Agreement"** means this Chattels Mortgage and any other document entered into between the Chargor and the Company from time to time including (but not limited to) each and any leasing, hire purchase, schedule, sale and conditional sale, service, security, quasi-security, credit, purchase, agency, modifying or other agreement or document entered into between the Chargor and the Company; and any notice, certificate, instrument, deed, charge, agreement or other document from time to time executed pursuant to any of the foregoing; and any other document designated as an Agreement by the Chargor and the Company from time to time;
- "Chargor"** includes successors in title of the Chargor and all other persons deriving title under the Chargor or claiming any interest in the Equipment through the Chargor;
- "Company"** includes its successors and assigns;
- "Default Interest Rate"** means the highest rate of interest or default interest payable under any document governing or evidencing the terms of the Indebtedness and where no such interest is specified, the rate of interest shall be deemed to be 3% over the Bank of England base rate from time to time;
- "Equipment"** means the plant, machinery, goods, chattels or other equipment (whether already acquired or to be acquired) specified in the schedule to this Chattels Mortgage (including all engines, appliances, parts, spare parts, instruments, appurtenances, accessories and other equipment of any kind installed on, or in, such goods or chattels) and any and all substitutions, alterations, replacements, renewals and additions made for or, in or to the same or any part of the same after the date of this Chattels Mortgage and, where the context so permits, any part or parts of them;
- "Event of Default"** means any event or circumstance specified as an event of default (howsoever described) under any of the Agreements;
- "HSBC Group"** means HSBC Holdings plc, its Subsidiaries and any associated and/or affiliated companies;
- "Indebtedness"** means all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Company or any member of the HSBC Group by the Chargor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety upon any account or under any Agreement or in any other way whatsoever and also the amount of notes or bills discounted or paid and including (as well after as before any demand made or judgement obtained) interest, commission, discount and other lawful charges and expenses (including legal charges occasioned by or incident to this or any other security held by or offered to the Company for the Indebtedness or the enforcement of any such security) computed and compounded from time to time in accordance with the terms agreed between the Chargor and the Company relating thereto or in the absence thereof according to the then current practice of the Company (but so that interest shall be computed at the rate of three per cent per annum over the Bank of England base rate from time to time);
- "Markings"** means labels, plates or markings;
- "Receiver"** means any one or more receivers, managers or administrative receivers appointed pursuant to this Chattels Mortgage in respect of the Chargor or over all or any of the Equipment and an administrative receiver shall have (in addition to the powers in clause 8) all the powers conferred upon him by Schedule 1 of the Insolvency Act 1986;
- "Security"** means any mortgage, charge, pledge, assignment, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect;
- "Security Period"** means the period beginning on the date of this Chattels Mortgage and ending on the date when the Indebtedness has been irrevocably and unconditionally satisfied in full and the Chargor has ceased to be under any further, actual or contingent, liability to the Company under or in connection with the Indebtedness and/or any Agreement;
- "Subsidiary"** has the meaning given to it by Section 1159 of the Companies Act 2006;
- "VAT"** means value added tax payable pursuant to Value Added Tax Act 1994 or any replacement or amending legislation of a similar nature and/or any replacement tax in respect thereof and/or any other taxes payable in respect of supply or sale of goods from time to time in the relevant jurisdiction, and related words and expressions are to be construed accordingly.
- 2.3 Clause headings are for convenience only and are not to affect the construction of this Chattels Mortgage.

3 Covenant to pay

- 3.1 The Chargor covenants to pay to the Company and discharge the Indebtedness when it becomes due for payment and discharge and acknowledges that the Indebtedness shall in the absence of express written agreement by the Company to the contrary be due and payable to the Company upon demand.
- 3.2 If the Chargor fails to pay any amount payable by it under this Chattel Mortgage on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Interest Rate. Any interest accruing under this clause 3.2 shall be immediately payable by the Chargor on demand by the Company.

4 Charging clause

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

5 Representations

The Chargor represents and warrants to the Company:

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

6 Covenants

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

- (i) promptly upon demand by the Company, execute such legal or other mortgages, charges, assignments or securities as the Company shall require (upon terms and conditions acceptable to the Company, at the expense of the Chargor) of and on all the Chargor's estate and interest in the Equipment (including any vendor's lien) to secure all monies and liabilities agreed to be paid or intended to be secured under this Chattels Mortgage;
- (ii) subject to the rights of any prior mortgagee, deposit with the Company all invoices, documents of title, guarantees, insurance policies, maintenance agreements and ancillary documents relating to the Equipment;
- (iii) punctually pay:
 - (A) the rent, rates, assessments, charges, impositions, outgoings and taxes in respect of all premises of the Chargor; and
 - (B) all licence fees, duties, registration charges and all outgoings in respect of the Equipment and keep or cause the Equipment to be kept from being distrained for recovery or from being taken under any execution and shall at all times on demand produce or cause to be produced to the Company or its authorised agents the receipt for such payments and in default it shall be lawful (but not obligatory) for the Company to pay and discharge such sums which at any time may be or become due, assessed or payable in respect of the premises or the Equipment and the Chargor shall repay the same to the Company on demand, together with any interest charged thereon in accordance with clause 3.2;
- (iv) keep the Equipment permanently in its sole and exclusive possession at the location specified in the schedule or at such other premises as the Company shall authorise in writing and shall not in any event take the Equipment out of England and Wales;
- (v) affix to or engrave upon the Equipment such Markings as the Company shall require and not allow such Markings to be concealed, altered or removed;
- (vi) produce promptly to the Company the original of any order, direction, requisition, permission, notice, proceedings or matter whatsoever affecting or likely to affect the Equipment and/or any premises of the Chargor, served upon the Chargor by any third party, together with full particulars of such notice. The Chargor shall promptly, at its own cost, comply with the same and shall, if so required by the Company, at the Chargor's own cost, make or join in making such objections or representations against or in respect of the contents of any such notice as the Company may deem expedient or desirable;
- (vii) permit the Company or any person nominated by it to enter on any premises of the Chargor:
 - (A) to inspect the Equipment, including any Markings;
 - (B) to effect such repairs as the Company shall consider necessary or desirable; and
 - (C) generally to do all such acts as the Company considers necessary or desirable, in connection with this Chattels Mortgage;

- (viii) keep the Equipment in good and substantial repair and condition and in working order and will replace any parts of the Equipment as may be destroyed, damaged or worn out with new parts of at least similar quality and of at least equal value. The Chargor shall carry out such repairs to or replacement of the Equipment as the Company shall consider necessary or desirable. If the Chargor fails to carry out such repairs, the Company may, but shall not be obliged to do so (at the expense of the Chargor);
- (ix) pay to the Company on demand the amount of any VAT which may be payable in respect of any sums payable by the Chargor to the Company under or secured by this Chattels Mortgage or pursuant to the exercise by the Company of any of its rights under this Chattels Mortgage and the Chargor shall pay to the Company on demand an amount equal to any VAT or other sums payable or incurred by the Company under or pursuant to the Value Added Tax Act 1994 or any regulations made thereunder or otherwise in consequence of its having entered into this Chattels Mortgage or any transaction secured by this Chattels Mortgage or exercising any of its rights under this Chattels Mortgage. The Chargor shall indemnify the Company against any liability in respect of VAT;
- (x) indemnify and hold each of the Company and any Receiver harmless against any and all claims, demands and liabilities howsoever caused relating to or arising out of the design, manufacture, possession, use, operation, redelivery or removal of the Equipment including without limitation those based upon infringement of any patent or other intellectual property rights;
- (xi) on the occurrence of any Event of Default which is continuing or at any time after the Company shall have demanded payment of the Indebtedness (whether on demand by the Company, at scheduled repayment or by acceleration or otherwise as the case may be) or if the Chargor defaults in the performance of any of its obligations under this Chattels Mortgage, allow the Company, without further notice or further demand, immediately to put into force and exercise all rights, powers and remedies possessed by it and in particular (but without limitation) to take possession of the Equipment and for that purpose to enter upon any land or buildings where the Equipment are or are reasonably thought to be situated without being liable to the Chargor for or by reason of such entry;
- (xii) not use or permit the Equipment to be used for any purpose for which they are not designed or reasonably suited;
- (xiii) not, without the Company's prior written consent, make or suffer to be made any alteration or addition of a substantial nature in or to the Equipment other than for the purpose of effecting repairs in accordance with clause 6(vii);
- (xiv) not, without the Company's prior written consent enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, attempt to sell, assign, charge, hire, lease, part with, share possession or otherwise dispose of the Equipment and/or to permit or suffer any distress or execution to be levied upon the Equipment;
- (xv) not, without the Company's prior written consent, use nor permit the Equipment to be used in any way contrary to law and shall comply with the requirements of any law so far as the same relates to or affects the Equipment or their user and shall promptly execute or cause to be executed all works that are required by law to be executed upon or in connection with the Equipment;
- (xvi) not, without the Company's prior written consent, in any manner or by any means cause the value of the Equipment to lessen or suffer them to be lessened, fair wear and tear excepted;
- (xvii) not, without the Company's prior written consent, create or permit to subsist or arise any Security over the Equipment;
- (xviii) not, without the Company's prior written consent, annex the Equipment to any premises of the Chargor if the result of such annexure is that the Equipment would or might become a fixture or fixtures; and
- (xix) on being required by the Company to do so and at the cost and expense of the Chargor execute, sign, deliver all such deeds and instruments and do all such acts and things as the Company may require to create, improve, perfect, maintain or protect the Security intended to be created by this Chattels Mortgage. Where required the Chargor shall also endorse or cause to be endorsed the same on any documents evidencing title to the Equipment and to give third parties such notices of the security created by this Chattels Mortgage as required by the Company.

7 Insurance

7.1 The Chargor shall ensure that:

- (i) the following are maintained at all times with reputable insurers:
 - (A) insurance of the Equipment to its full replacement value under a standard form of all risks policy including, in particular but without limitation, full cover against acts of terrorism;
 - (B) insurance against liability of all kinds to third parties which arises directly or indirectly from the use, possession or existence of the Equipment, in a sum consistent with a high degree of prudence or such other sum as the Company may from time to time require;
 - (C) any other insurance relating to the Equipment and required to be taken out by the Chargor or the Company by the law of any part of the UK or any other relevant jurisdiction;
- (ii) in relation to each such insurance:

- (A) the terms of the policy shall provide for all monies payable under the policy (except those payable to third parties) to be paid to the Company; and
 - (B) the policy at all times remains valid and covers all uses to which the Equipment is put;
 - (iii) unless the Equipment is motor vehicles, the policies referred to in clause 7.1(i) are in the joint names of the Company and the Chargor;
- 7.2 The Chargor shall pay all premiums under the policies and, on demand, shall produce to the Company each of the policies and such other evidence as the Company may require to show that the Chargor is complying with its obligations under this Chattels Mortgage. If the Chargor does not do this, the Company may effect all or any of the above insurances itself and the Chargor shall repay to the Company on demand all premiums paid by the Company and all costs and expenses incurred by the Company in effecting the same;
- 7.3 The Chargor will inform the Company in writing promptly of any event which may give rise to a claim under any of the insurance policies and irrevocably authorises the Company to make any such claim, take over the conduct of any claim already made, settle any claim and give a good receipt for any Insurance Proceeds (as defined in clause 7.4).
- 7.4 All monies payable under the policies referred to in clause 7.1(i) ("**Insurance Proceeds**") shall be held on trust for the Company.
- 7.5 All Insurance Proceeds shall be applied first towards payment of the Indebtedness and any other amounts payable pursuant to this Chattels Mortgage. The Chargor will then be entitled to receive any excess.

8 Enforcement of security

- 8.1 On the occurrence of any Event of Default which is continuing or at any time after the Company shall have demanded payment or discharge of the Indebtedness, any Security created by and under this Chattels Mortgage is immediately enforceable.
- 8.2 The Company may, at its absolute discretion, at any time after the Security created by or under this Chattels Mortgage is enforceable:
- (a) enforce all or any part of the Security created by or under this Chattels Mortgage in any manner it sees fit;
 - (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Chattels Mortgage, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to all or any part of the Equipment;
 - (c) appoint a Receiver to all or any part of the Equipment; or
 - (d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Chattels Mortgage).
- 8.3 For the purposes of all powers implied by statute, the Indebtedness is deemed to have become due and payable on the date of this Chattels Mortgage.
- 8.4 Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Chattels Mortgage.
- 8.5 Each Receiver and the Company is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.
- 8.6 If the Company enforces the Security constituted by or under this Chattels Mortgage at a time when no amounts are due to the Company in respect of the Indebtedness, but at a time when amounts may or will become so due, the Company (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.
- 8.7 Neither the Company nor any Receiver will be liable, by reason of entering into possession of an item of Equipment, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.
- 8.8 At any time after the Security created by or under this Chattels Mortgage has become enforceable, the Company may, at the sole cost of the Chargor (payable to the Company on demand):
- (a) redeem any prior form of Security over any item of Equipment; and/or
 - (b) procure the transfer of that Security to itself; and/or
 - (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor.

9 Appointment of Receiver

- 9.1 At any time after the Company shall have demanded payment or discharge of all or any part of the Indebtedness or at any time after any Security created by or under this Chattels Mortgage is enforceable, the Company may appoint any person to be a Receiver of the Equipment and remove (subject, in the case of an administrative receiver, to the sanction of the Court) any Receiver so appointed and appoint another in his place and a Receiver so appointed shall have power in the name of or on behalf and at the cost of the Chargor or at his option (but only with the prior written consent of the Company) in the name of the Company or at his option in his own name (and in any case notwithstanding the liquidation of the Chargor) to do or omit to do anything which the Chargor could do or omit to do in relation to the Equipment and in particular, but without prejudice to the generality of the foregoing, any such receiver shall have power to:

- (i) take possession of or collect and get in the Equipment and for that purpose to take any proceedings in the name of the Chargor or otherwise as may seem expedient and for that purpose to enter upon any premises of the Chargor and sever, dismantle and remove the Equipment, without being liable for any loss or damage thereby occasioned (other than through negligence);
 - (ii) raise or borrow any monies that may be required upon the security of the Equipment;
 - (iii) forthwith and without the restriction imposed by either section 103 or section 93 Law of Property Act 1925, sell, convert into money and realise all or any part of Equipment by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper;
 - (iv) make any arrangement or compromise which he shall think expedient;
 - (v) make and effect all repairs, renewals and any improvements of the Equipment as he may determine;
 - (vi) maintain or renew all insurances;
 - (vii) appoint managers, agents, officers, and workpeople for any of these purposes at such salaries and for such periods as he may determine;
 - (viii) lease, let on hire purchase, store, alter or improve all or any part of the Equipment for such term and at such rent and on such other terms as he may think proper and accept a surrender of any lease or tenancy thereof;
 - (ix) give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Equipment;
 - (x) use the name of the Chargor for all or any of the purposes and in any legal proceedings with full power to convey any property sold in the name of the Chargor; and
 - (xi) do all such other acts and things as may be considered to be incidental or conducive to any of these matters or powers and which he lawfully may or can do as agent for the Chargor.
- 9.2 A Receiver or Receivers so appointed shall be entitled to charge such amount for his remuneration as shall be agreed between such Receiver and the Company.
- 9.3 All monies received by such Receiver shall be applied:
- (i) first in payment of his remuneration and the costs of realisation;
 - (ii) secondly in providing for the matters specified in the first three paragraphs of section 8 or section 109 Law of Property Act 1925 and for the purposes aforesaid; and
 - (iii) thirdly in or towards satisfaction of the Indebtedness and all the foregoing provisions shall take effect as and by way of variation and extensions of the provisions of sections 99 to 109 inclusive Law of Property Act 1925 which provisions so varied and extended shall be regarded as incorporated in this Chattels Mortgage.
- Any Receiver so appointed shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and remuneration.

10. Company authorised to execute documents

The Chargor hereby irrevocably appoints the Company and any Receiver appointed by the Company under this Chattels Mortgage to be its attorney for it and in its name and on its behalf and as its act, deed or otherwise to sign, seal and deliver and otherwise perfect any such legal or formal mortgage as aforesaid or any deed, assurance or act which may be required or may be deemed proper on any sale, lease or disposition by the Company or by such receiver of the Equipment under any power of sale, leasing or other applicable disposition thereto. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 10.

11. Other charges

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

12. Notices

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

13. Continuing security

This Chattels Mortgage shall be a continuing security and shall extend to cover the ultimate balance due from the Chargor to the Company notwithstanding there may have been from time to time or at any time a balance to the credit of the Chargor on any account between the Chargor and the Company or any other matter or thing whatsoever and shall be in addition to and without prejudice to any other securities or remedies now or at any time held by the Company including (without prejudice to the generality of the foregoing) any Security, deposit, guarantee, indemnity, set off or any other form of security whatsoever and no assurance, Security or payment which may be avoided under any enactments relating to liquidation and no release, settlement or discharge which

may have been given or made on the faith of any such assurance, security or payment shall prejudice or affect the rights of the Company against the Chargor under this Chattels Mortgage.

14 Subsequent Security

- 14.1 If the Company receives notice of any other subsequent Security or other interest affecting all or any of the Equipment it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Company, all payments made by the Chargor to the Company shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Indebtedness.
- 14.2 The Company shall have in addition to any general lien or similar right to which it may be entitled by law the right at any time and from time to time, either with or without notice to the Chargor, (as well before as after any demand under this Chattels Mortgage or otherwise) to combine or consolidate all or any of the then existing accounts with and liabilities to the Company of the Chargor and/or to set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Company on any other account or in any other respect, whether such liabilities be actual, contingent, primary, collateral, several or joint.
- 14.3 The Chargor waives any right of set off it may have now or at any time in the future in respect of the Indebtedness (including sums payable by the Company under this Chattels Mortgage).

15 Retention of Security

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

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

the Company shall be at liberty to continue to retain such Security or any part (including any documents aforesaid) for and during such further period as the Company in its absolute discretion may determine, in which event such Security shall be deemed to have continued at all times to have been held by the Company as security for the payment and discharge of the Indebtedness or any sums which shall or may become due and owing to the Company either by virtue of the provisions hereof or as a consequence of any order made under or by virtue of sections 238 to 243 (inclusive) Insolvency Act 1986.

16 Indemnity

The Chargor shall indemnify the Company and each Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Chattels Mortgage or by law in respect of the Equipment;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Chattels Mortgage; or
- (c) any default or delay by the Chargor in performing any of its obligations under this Chattels Mortgage.

17 Certificate of Indebtedness

A certificate of a manager or officer of the Company as to the amount for the time being of the Indebtedness shall be conclusive and binding on the Chargor in the absence of manifest error.

18 Indulgence

The Company may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this Chattels Mortgage (whether or not any such person is jointly liable with the Chargor) in respect of any of the Indebtedness or of any other security for them without prejudice either to this Chattels Mortgage or to the liability of the Chargor for the Secured Liabilities.

19 Further Assurance

- 19.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Company may specify (and in such form as the Company may require) in favour of the Company or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Chattels Mortgage or for the exercise of any rights, powers and remedies of the Company provided by or pursuant to this Chattels Mortgage or by law;
 - (b) to confer on the Company Security over any item of Equipment located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Chattels Mortgage; and/or
 - (c) (if an Event of Default is continuing) to facilitate the realisation of the Equipment.
- 19.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Company by or pursuant to this Chattels Mortgage.

20. Amendments, Waivers and Consents

- 20.1 No amendment of this Chattels Mortgage shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 20.2 A failure or delay by a party to exercise any right or remedy provided under this Chattels Mortgage or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Chattels Mortgage. No single or partial exercise of any right or remedy provided under this Chattels Mortgage or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Chattels Mortgage by the Company shall be effective unless it is in writing.

21. Contracts (Rights of Third Parties) Act 1999

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

22. Transfer of Rights

- 22.1 The Company may transfer all or any of its rights under this Chattels Mortgage and/or the Indebtedness to any person at any time.
- 22.2 If the Company transfers all or any of its rights under this Chattels Mortgage and/or the Indebtedness, the Chargor's rights under this Chattels Mortgage and/or the Indebtedness (as the case may be) will stay exactly the same.
- 22.3 The Chargor will be bound to any person to whom the Company transfers any such rights. That person will have the Company's powers and rights so far as the Company transfers these to that person. The Company will be released automatically from its obligations to the Chargor so far as that person assumes the Company's obligations.
- 22.4 The Chargor will at the expense of the Company or the person to whom the rights are transferred, do anything reasonably requested by the Company to effect a transfer of all or any of its rights under this Chattels Mortgage and/or Indebtedness.
- 22.5 The Chargor will not transfer all or any part of its rights under this Chattels Mortgage and/or the Indebtedness without the prior written consent of the Company.
- 22.6 In this clause 22:
- (a) the term **transfer** means sale, assignment and/or transfer;
 - (b) the term **rights** means rights, benefits and/or obligations;
 - (c) the term **person** means any person, trust, fund or other entity.

23. Performance

The Chargor shall remain liable to perform all the obligations assumed by it in relation to the Equipment. The Company shall be under no obligation of any kind in respect thereof nor under any liability in the event of any failure by the Chargor to perform, or breach by the Chargor of, any of those obligations.

24. English law

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

25. Northern Ireland

In Northern Ireland: for references in this Chattels Mortgage to the Law of Property Act 1925 and the Insolvency Act 1986 there shall be substituted the corresponding or appropriate provisions applicable in Northern Ireland, whether in the Conveyancing and Law of Property Act 1881, the Conveyancing Act 1911, the Companies (Northern Ireland) Order 1986 or otherwise and the words "The Chargor charges and assigns absolutely and

unconditionally to the Company with full title guarantee.” in clause 4 above shall be replaced with the words “The Chargor as beneficial owner charges and assigns to the Company”.

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