

# MR01

## Particulars of a charge



078802/52

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

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

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

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

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

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

THURSDAY



A16 \*A3CCDHTD\* #159  
17/07/2014  
COMPANIES HOUSE

### 1 Company details

Company number 0 6 5 0 9 7 1 9

Company name in full KAPAK FOODS LIMITED

For official use

13

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 1 d 0 m 0 m 7 y 2 y 0 y 1 y 4

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

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

Name SANTANDER UK PLC

Name

Name

Name

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

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

MR01

Particulars of a charge

4

**Brief description**

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

Brief description

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

Please limit the description to the available space

5

**Other charge or fixed security**

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

☒ Yes

☐ No

6

**Floating charge**

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

**Negative Pledge**

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

Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X



X

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

# MR01

## Particulars of a charge



### Presenter information

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

Contact name HUGH JAMES (RM)

Company name

Address

Post town

County/Region

Postcode

Country

DX 33000 CARDIFF

Telephone 029 2039 1038



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

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

#### For companies registered in Northern Ireland

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



### Further information

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

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



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

Company number: 6509719

Charge code: 0650 9719 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th July 2014 and created by KAPAK FOODS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2014.

DA

Given at Companies House, Cardiff on 24th July 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 10 July 2014

**KAPAK FOODS LIMITED**

to

**SANTANDER UK plc**

---



**MORTGAGE OF LIFE POLICY**

To secure own liabilities

( )

---

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

   
11.7.14

THIS MORTGAGE is made by way of deed on the 10 day of July 2014

BETWEEN

- (1) **KAPAK FOODS LIMITED (COMPANY NUMBER: 06509719) (hereinafter called "the Mortgagor") of Ennio Morricone House Abbotsfield Road St Helens WA9 4HU ; and**
- (2) **SANTANDER UK plc whose registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN and whose address for service hereunder is at Corporate Advances Branch, Bootle, Merseyside L30 4GB (hereinafter called "the Bank" which expression shall include its successors in title and assigns)**

NOW IT IS HEREBY AGREED as follows

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Mortgage:

1.1.1 **"Secured Liabilities"** means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Mortgagor to the Bank whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Mortgagor's other liabilities whatever to the Bank including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest, commission, fees and legal and other costs, charges and expenses (on a full indemnity basis) charged or incurred by the Bank and including those arising from the Bank perfecting or enforcing (or attempting to enforce) this Mortgage or any other security (and its rights thereunder) held by the Bank from time to time

1.2 **Interpretation**

- 1 2 1 Words respectively denoting the singular shall include the plural and vice versa and one gender includes each and all genders and references to persons include references to companies or corporations and vice versa
- 1 2 2 If the Mortgagor consists of more than one person the expression "the Mortgagor" shall be construed as referring to all or any one or more of those persons and the obligations of the Mortgagor shall be joint and several
- 1 2 3 Clause headings are inserted for convenience only and shall not affect the interpretation of this Mortgage
- 1 2 4 References to any statute include any statutory modification or re-enactment thereof for the time being in force and any rule, directive, subordinate legislation or order made under it

2 **ASSIGNMENT**

THE Mortgagor with full title guarantee hereby assigns to the Bank ALL THAT the policy of assurance described in the Schedule hereto (hereinafter called "the Scheduled Policy") and all monies (including bonuses and additions) benefits and advantages that may become payable from time to time thereunder or under any substituted policy or policies or any new policy effected under clause 4 4 hereof and the benefit of all options and rights devolving upon the Mortgagor arising from any such policy or policies (which policy or policies together with the Scheduled Policy are hereinafter called "the Policies") and all the right, title and interest whatsoever of the Mortgagor therein TO HOLD unto the Bank absolutely by way of continuing security to the Bank (subject only to the proviso for redemption contained in clause 3 below) for the payment or discharge by the Mortgagor on demand to the Bank of the Secured Liabilities

3 **REDEMPTION**

If the Secured Liabilities shall be duly paid or discharged, the Bank at any time subsequently at the request and cost of the Mortgagor will reassign the Policies to the Mortgagor or otherwise discharge the security created by this Mortgage

4 **MORTGAGOR'S COVENANTS**

The Mortgagor hereby covenants with the Bank and it is agreed and declared as follows

- 4 1 that the Mortgagor has made full disclosure of all relevant facts in respect of  
the application for the Policies and for their confirmation and that the Policies  
are valid and subsisting
- 4 2 that the Mortgagor will punctually pay all premiums and monies necessary  
for keeping on foot the Policies and upon demand will deliver to the Bank the  
receipts for all such premiums and monies
- 4 3 that the Scheduled Policy is valid and subsisting and that he will not do any  
act or commit any default whereby the Policies or any of them may become  
void or voidable or an increased premium thereon becomes payable or  
whereby the Bank may be hindered from receiving any money thereby  
assured
- 4 4 that in case any of the Policies shall by any means become void or voidable  
the Mortgagor shall forthwith at his own cost do all such things as may be  
necessary if any of the Policies shall become voidable for restoring the same  
or if any of the Policies shall become void for effecting or for enabling the  
Bank to effect a new policy or new policies on the life of or lives assured  
under the void policy for the sum or sums which would have been payable  
under the void policy (whether the sum assured or the surrender value) in an  
insurance company approved by the Bank
- 4 5 that the Mortgagor will not so long as this security remains in full force and  
effect take any mortgage, pledge charge or other security in respect of his  
liability under this Mortgage without the prior written consent of the Bank

5 **DEFAULT PROVISIONS**

In case of default by the Mortgagor in the performance of any of his covenants and obligations in relation to any of the Policies, it shall be lawful for but not obligatory upon the Bank to do whatever may be necessary to make good such default and any expenses and costs incurred by the Bank in that behalf shall be deemed to be properly paid and/or discharged by the Bank

6 **POWERS OF THE BANK**

Section 103 of the Law of Property Act 1925 shall not apply to this security and at any time after the execution of this security the Bank may at its discretion without the consent or concurrence of the Mortgagor (but after giving not less than 28 days prior written notice) surrender any of the Policies to the company or society liable thereon or exchange any of the Policies for a paid-up policy or exercise the statutory



power of sale PROVIDED THAT the Bank shall not exercise any such powers until payment or discharge of the Secured Liabilities has been demanded but this proviso shall not affect any person dealing with the Bank or put him upon inquiry whether such demand has been made

7 **RECEIPTS**

The receipt of any officer or employee of the Bank authorised to act in that behalf for any monies which may be or become payable or for any policy which may be or become deliverable for or in respect of or in exchange for any of the Policies (whether on a sale or surrender or otherwise) shall be a valid discharge to the person paying or delivering the same therefrom and such person shall not be concerned to see to the application or be answerable for the misapplication thereof and such person shall not be bound or concerned to see or enquire whether at the time of such payment or delivery any monies remain owing upon this security

8 **CONSOLIDATION**

The restriction contained in section 93 of the Law of Property Act 1925 on the right of consolidating mortgage securities shall not apply to this security and nothing contained in this security shall operate so as to merge or prejudice or affect any guarantee, mortgage or other security which for the time being the Bank may have for any money due by the Mortgagor to the Bank or any right or remedy of the Bank under such guarantee, mortgage or other security

9 **BANK'S POWER TO OPEN NEW ACCOUNT**

If the Mortgagor shall create in respect of any of the Policies any subsequent mortgage, lien or charge of which the Bank receives notice (actual or constructive), the Bank may on receiving such notice forthwith open a new account or accounts with the Mortgagor and if the Bank does not in fact open such new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was affected by such notice and as from that time all payments made by the Mortgagor to the Bank by or for the account of the Mortgagor shall be credited or be treated as having been credited to the new account or accounts and such payments shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received or was affected by the notice

10 **CHANGE IN CONSTITUTION OF MORTGAGOR**

If the Mortgagor is a partnership or a firm or a company or the Mortgagor's liability secured under this Mortgage shall be a joint liability with any other person, firm or company, this security shall remain in full force and effect notwithstanding any change in the constitution or membership of such partnership, firm, company or person

11 **CHANGE IN CONSTITUTION OF THE BANK**

The provisions of this Mortgage shall remain valid and binding for all purposes upon the Mortgagor notwithstanding (a) any amalgamation or merger that may be effected by the Bank with any other company or companies (b) any reconstruction or reorganisation by the Bank involving the formation and transfer of the whole or any of its undertaking and assets to a new company and (c) the sale or transfer of all or any part of the Bank's undertaking and assets to another company (such company, new company or other company being referred to as a "Relevant Company") and whether or not the Relevant Company shall differ from the Bank in its objects, character or constitution and all rights conferred upon the Bank hereunder may be assigned to and enforced by the Relevant Company and proceeded on in the same manner to all intents and purposes as if such Relevant Company had been named in this Mortgage instead of or in addition to the Bank

12 **COSTS**

All costs, charges and expenses incurred hereunder by the Bank and all other monies paid by the Bank in perfecting or otherwise in connection with this security (whether or not occasioned by any act, neglect or default of the Mortgagor) will be payable on demand on the basis of a full indemnity and will carry interest (both before and after judgement and the right to such interest shall not merge in any judgement) calculated and compounded on the full amount owing up to the date of payment according to the usual manner of the Bank

13 **CERTIFICATES AND DETERMINATION**

Any certification or determination by the Bank as to the amount of the Secured Liabilities or any rate or other amount is, in the absence of manifest error, conclusive evidence of the matter to which it relates and shall be binding on the Mortgagor

14 **BANK'S RIGHTS, ETC, CUMULATIVE, WAIVERS AND INDULGENCE**

- 14 1 No delay or omission on the part of the Bank in exercising any right, power, privilege or remedy under this Mortgage shall impair or preclude any further exercise of such right, power, privilege or remedy or the exercise of any other right, power, privilege or remedy
- 14 2 The Bank's rights under this Mortgage are cumulative and not exclusive of any rights provided by law and may be exercised from time to time as often as the Bank deems expedient
- 14 3 Any waiver by the Bank of any terms of this Mortgage or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given
- 14 4 The Bank may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Secured Liabilities or any other security or guarantee for the Secured Liabilities without derogating from the Mortgagor's liabilities or the Bank's rights under this Mortgage

15 **SEVERABILITY**

If a provision of this Mortgage is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of any other provision of this Mortgage

16 **ASSIGNMENT**

The Bank shall have a full and unfettered right to assign the whole or any part of the benefit of this Mortgage and the Bank shall be entitled to disclose any information to any actual or prospective assignee, successor or participant

17 **GOVERNING LAW AND JURISDICTION**

This Mortgage shall be governed by and construed in accordance with English law and the parties hereto irrevocably submit to the jurisdiction of the English courts

18 **DEMANDS**

- 18 1 Any notice, demand or other communication under or in connection with this Mortgage shall be in writing and shall be deemed to be sufficiently given if delivered personally or sent by first class pre-paid post or facsimile

transmission (where given by the Bank) to the address of the Mortgagor last known to the Bank or as notified by the Mortgagor to the Bank in writing for such purpose and (where given by the Mortgagor) to the address of the Bank which appears on page 2 of this Mortgage or to such address as the Bank may notify in writing for such purpose to the Mortgagor

- 18.2 Any notice, demand or other communication shall be deemed to have been received by the receiving party 24 hours after posting (where sent by first class pre-paid post), immediately upon delivery (where delivered personally) and immediately on sending (where sent by facsimile transmission and received by the other party but provided that it is legible and complete)

19. **REGULATED CONSUMER CREDIT AGREEMENTS**

This security shall not cover any sum or sums of money due or arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless specifically agreed in writing between the Mortgagor and the Bank

<u>SCHEDULE</u>	
Insurers with whom the Policy is effected	Aviva
Life/Lives	Clive Nugent Appleford
Number of Policy	RP17217020211
Sum assured, Add "with profits" if applicable	300,000 00

IN WITNESS whereof this Mortgage has been duly executed and unconditionally delivered as a deed by the Mortgagor on the date first above written and has been signed on behalf of the Bank on that date

THE COMMON SEAL OF KAPAK FOODS LIMITED  
was hereunto affixed in the presence of

. . . . . Director      Company Number 06509719  
. . . . . Director/Secretary


(OR)

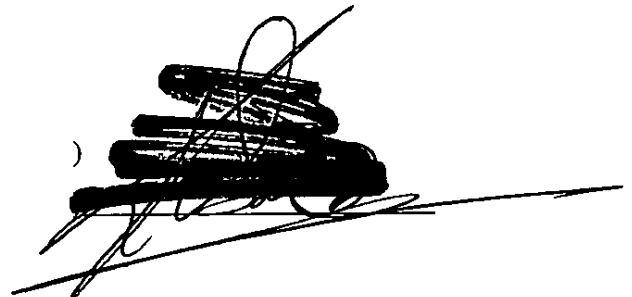
EXECUTED AND DELIVERED AS A DEED  
By KAPAK FOODS LIMITED  
acting by two directors/a director and its secretary

. . . . . Director      Company Number 06509719  
. . . . . Director/Secretary

(OR)

EXECUTED AND DELIVERED  
as a deed by KAPAK FOODS LIMITED  
acting by a director in the presence of

Witness Signature   
Witness Name Garry Voh  
Witness Address TICKLE HILL CROSS  
ST HELENS



Board Approval

I hereby certify that the execution of this Legal Charge was approved by a resolution of the Board of Directors of the Mortgagor properly passed on (date) 26 June 2009

Signed  (Secretary / Director)

Signed  (Secretary / Director)

Signed for and on behalf of the Bank by  
A person authorised to act of that purpose

**RE-ASSIGNMENT OF POLICIES**

Santander UK plc hereby re-assigns to the Mortgagor all policies assigned by the within written deed, freed and discharged from all obligations thereunder.

In witness whereof the signatures of two authorised officials are appended by authority of the Board of Directors

Dated this                                      day of                                      20

. . . . .	Name	. . . . .
AUTHORISED OFFICIAL	Status	. . . . .

. . . . .	Name	. . . . .
AUTHORISED OFFICIAL	Status	. . . . .

By authority of the Board of Directors

This document should be retained with the Scheduled Policy. It forms part of the title to the Scheduled Policy and will be required in the event of future dealings with the Scheduled Policy and when the Scheduled Policy is the subject of a claim or matures