



**Registration of a Charge**

Company name: **Carr's Flour Mills Limited**

Company number: **00480341**



X5FD5JJ5

Received for Electronic Filing: **12/09/2016**

---

**Details of Charge**

Date of creation: **04/09/2016**

Charge code: **0048 0341 0004**

Persons entitled: **HSBC EQUIPMENT FINANCE (UK) LIMITED**

Brief description: **NONE.**

**Contains fixed charge(s).**

**Contains negative pledge.**

---

**Authentication of Form**

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

---

**Authentication of Instrument**

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

Certified by: **ADDLESHAW GODDARD LLP**



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

Company number: 480341

Charge code: 0048 0341 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2016 and created by Carr's Flour Mills Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th September 2016 .

Given at Companies House, Cardiff on 13th September 2016

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



**Companies House**



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

# Master Chattels Mortgage

## Particulars:

<b>Dated</b>	4 September 2011
<b>The Chargor</b>	Full Name: Carr's Flour Mills Limited Registered Number: 480341 Registered in: England Registered Office Address: Old Croft, Stanwix, Carlisle CA3 9BA
<b>The Customer</b>	Full Name: Whitworth Bros. Limited Registered Number: 465899 Registered in: England Registered Office Address: Victoria Mills, Wellingborough, Northampton NN8 2DT
<b>The Company</b>	<b>HSBC EQUIPMENT FINANCE (UK) LIMITED</b> registered in England with company number: 1503727; whose registered office is at 8 Canada Square, London, E14 5HQ

<b>Insurance</b> The Equipment is insured in accordance with clause 7 overleaf:		
	Asset Protection Risks	Third Party Liability Risk (if different Insurer)
Name of Insurer	insert insurance details (if known) or remove these words if to be handcompleted by company	
Name of Insurance Broker		
Address of *Insurance Company Branch/Broker		
Cover Note/Policy number		
Renewal Date		

## SIGNATURES TO THE MASTER CHATTELS MORTGAGE

EXECUTED AS A DEED by CARR'S FLOUR MILLS LIMITED  
acting by a director in the presence of a witness

Signature

Director

Name in full

ROGER BOURN

(Block letters)

In the presence of:

Full name of

Witness

SIMONE LARUE

(Block letters)

Signature of witness

Address

VICTORIA MILLS

WELLINGBOROUGH NN8 2DT

Occupation

COMPANY SECRETARY

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

Signature

Attorney of HSBC EQUIPMENT FINANCE (UK)  
LIMITED

Name in full

(Block letters)

In the presence of:

Full name of

Witness

(Block letters)

Signature of witness

Address

Occupation

## SIGNATURES TO THE MASTER CHATTELS MORTGAGE

**EXECUTED AS A DEED by CARR'S FLOUR MILLS LIMITED**  
acting by a director in the presence of a witness

Signature \_\_\_\_\_  
Director  
Name in full \_\_\_\_\_  
(Block letters)  
In the presence of:  
Full name of \_\_\_\_\_  
Witness \_\_\_\_\_  
(Block letters)  
Signature of witness \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_

**EXECUTED AS A DEED** by a duly authorised Official of **HSBC EQUIPMENT FINANCE (UK) LIMITED** as its Attorney the day and year first above written.

Signature \_\_\_\_\_  
Attorney of HSBC EQUIPMENT FINANCE (UK)  
LIMITED  
Name in full ALISTAIR DRAGE  
(Block letters)  
In the presence of:  
Full name of \_\_\_\_\_  
Witness Adrian Leggett  
(Block letters)  
Signature of witness \_\_\_\_\_  
Address Addleshaw, Farnley CWP  
Occupation Solicitor

## 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, each Certificate of Charge and any other document entered into between any Obligor and the Company from time to time including (but not limited to): the Loan Agreement; 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 any Obligor and the Company; 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 any Obligor and the Company from time to time;
- "Certificate of Charge"** means a certificate of charge in substantially the form set out in Schedule 2 to this Chattels Mortgage or such other form as the Company may accept 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;
- "Chattels Mortgage"** means this master chattels mortgage and, where the context so permits, each and every Certificate of Charge;
- "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 that is owned by the Chargor from time to time (including but not limited to the equipment set out in Schedule 1 to this Chattels Mortgage and any equipment set out in any Certificate of Charge) 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 for the avoidance of doubt irrespective of whether such assets are acquired by the Chargor before or 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 (including but not limited those set out in clause 7 of the Loan Agreement);
- "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 by any Obligor 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 judgment 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 any Obligor 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);
- "Loan Agreement"** means the asset loan agreement dated on or about the date of this Chattels Mortgage between the Company and the Customer (as the same may be amended, varied, restated or replaced from time to time)
- "Markings"** means labels, plates or markings;
- "Milling Equipment"** means flour mills, flour & grain storage silos and associated loading equipment, flour heat treatment plants and flour packing equipment (including all engines, appliances, parts, spare parts, instruments, appurtenances, accessories and other equipment of any kind installed on, or in, such silos, equipment and plants) and any and all substitutions, alterations, replacements, renewals and additions made for or, in or to the same or any part of the same from time to time and, where the context so permits, any part or parts of them;
- "Obligor"** means the Customer and the Chargor and both of them together;
- "Receiver"** means any one or more receivers, managers or administrative receivers appointed pursuant to this Chattels Mortgage in respect of the Customer or 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;

**"Relevant Asset"** means any item of Equipment (wherever physically located) that is:

- (i) set out in Schedule 1 to this Chattels Mortgage;
- (ii) set out in any Certificate of Charge issued from time to time;
- (iii) Milling Equipment; and/or
- (iv) designated as a Relevant Asset by the Chargor and the Company in writing from time to time;

**"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 both the Customer and the Chargor have 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 Chattels 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, as security for the payment and discharge of the Indebtedness, charges and assigns absolutely and unconditionally to the Company with full title guarantee, by way of a specific first fixed charge, all of its right, title and interest, present and future, 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 third party.
- 4.2 The Chargor agrees that, without prejudice to clause 4.1, on each occasion that it executes a Certificate of Charge this shall constitute the granting by the Chargor, as security for the payment and discharge of the Indebtedness, of a first fixed charge and an assignment to the Company with full title guarantee, over all of the Chargor's right, title and interest, present and future, in and to the Equipment specified in that Certificate of Charge, together with the benefit of:
  - (i) any and all obligations, guarantees and warranties given by any manufacturer or supplier of such Equipment to or in favour of the Chargor;
  - (ii) any and all obligations, guarantees and warranties given by any other party in respect of such 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 such Equipment entered into between the Chargor and any third party.
- 4.3 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 on the date of this Chattel Mortgage and the date of each Certificate of Charge:

- (i) that it is the absolute legal and beneficial owner of the Equipment specified in Schedule 1 and each Certificate of Charge 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 and each Certificate of Charge 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 any Obligor 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 each Obligor 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 is or is 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 it is 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(viii);
- (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 any Relevant Asset 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 its use 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 it 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;
- (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; and
- (xx) provide the Company with:
  - (A) a duly executed Certificate of Charge (in respect of items of Equipment specified by HEF) within 7 days of HEF's written request (provided that such request shall not be made more than once in each successive period of 6 months from the date of this Chattels Mortgage); and
  - (B) a duly executed Certificate of Charge in respect of any item of Equipment with a purchase price (exclusive of VAT) of £250,000 or more within 7 days of the Chargor acquiring such Equipment.

## **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 has not been waived by the Company or remedied to the Company's satisfaction 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 any Obligor 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 Obligors to the Company notwithstanding there may have been from time to time or at any time a balance to the credit of any Obligor on any account between any Obligor 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 and/or any other Agreement.

**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 relevant Obligor 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 any Obligor to the Company shall be treated as having been credited to a new account of the relevant Obligor 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 any Obligor, (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 any Obligor 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 any Obligor 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 any Obligor; or
- (b) a petition shall be presented to a competent court for an order for the winding up of any Obligor; or
- (c) any Obligor 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 Chargor Intent and Waiver of Defences**

- 18.1 The monies covenanted to be paid by the Chargor under this Chattels Mortgage shall be due from the Chargor as from a principal debtor.
- 18.2 The Chargor shall not be entitled as against the Company to any right of proof in the bankruptcy or insolvency of the Customer or other right of a surety discharging his liability unless and until the whole of the monies hereby secured shall have been completely paid or satisfied.
- 18.3 For the purpose of enabling the Company to sue the Customer or prove against his estate for the whole (or part) of the Indebtedness or to preserve intact the liability of any other party, the Company may at any time keep for such time as it may think prudent any monies received or realised hereunder in a separate account to the credit either of the Chargor or such other person or persons or transaction if any as it shall think fit without any intermediate

obligation on the part of the Company to apply the same or any part thereof in or towards the discharge of the Indebtedness or any intermediate right on the part of the Chargor to sue the Customer or prove against his estate in competition with or so as to diminish any dividend or other advantages that would or might come to the Company or to treat the liability of the Customer as diminished.

- 18.4 The liability of the Chargor under this Chattels Mortgage will not be affected by an act, omission, matter or thing which, but for this clause 18.4, would reduce, release or prejudice any of its liability under this Chattels Mortgage (without limitation and whether or not known to it or the Company) including:
- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
  - (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
  - (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
  - (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the directors or status of any Obligor or any other person;
  - (e) any amendment (however fundamental) or replacement of any Agreement or Security;
  - (f) any unenforceability, illegality or invalidity of any obligation of any person under any Agreement or any other document or Security; or
  - (g) any insolvency or similar proceedings.
- 18.5 Without prejudice to the generality of clause 18.4, the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any Indebtedness and/or any Agreement and/or any facility, amount or equipment made available from time to time under or in connection with any Agreement.
- 18.6 The Chargor waives any right it may have of first requiring the Company (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before enforcing its rights under this Chattels Mortgage. This waiver applies irrespective of any law or any provision of this Chattels Mortgage to the contrary.
- 18.7 Until all amounts which may be or become payable by any Obligor under or in connection with the Agreements have been irrevocably paid in full and unless the Company otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Chattels Mortgage and/or any other Agreement:
- (a) to be indemnified by the Customer;
  - (b) to claim any contribution from any guarantor of, or person providing Security for, the Customer's obligations under Agreement; and/or
  - (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Company under any Agreement or of any other guarantee or Security taken pursuant to, or in connection with, any Agreement by the Company.

## 19 Further Assurance and Power of Attorney

- 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.
- 19.3 The Chargor, by way of security, irrevocably and severally appoints the Company, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Chattels Mortgage. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 19.3.

## 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.

**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:



Schedule 1



## Chattels Schedule – Carr's Flour Mills

Company	Site	Property	Quantity	Site Entrance	YOM
Carr's Flour Mills Limited CN: 00480341	Kirkcaldy				
			1	Floor standing commercial vehicle weighbridge with wheel edge guides, and galvanised safety barrier to one side	c.2012
				<b>Existing Intake Silo Building Ground Floor</b>	
			1	Buhler electrical control panel Plant No. C10	c.2012
			5	Buhler MFVH 125 vibratory discharge units with Buhler MZAH 15 automatic flow balancers Serial Nos: 10508602, 10508603, 10508604, 10508605 & 10508606 with MEAG control units - attached to existing hoppers	2012
			1	Buhler NFAS trough screw conveyor circa 17m with steel supports, electric motor and DMN AL300 4TS air lock Serial No. RUN1 130142	2013
			5	Buhler MZAH 15 automatic flow balancers Serial Nos. 10508572, 10508575, 10508576, 10508579 & 10508601 - awaiting installation	2012
			1	Buhler MVHX-71303 Special attachment for MZAH 15 - awaiting installation	2012
				Buhler MFVH125 vibro discharge unit Serial No. 20766097 - awaiting installation	2012
			1	Buhler MNKA 50 incline conveyor c.12m (to compressor room)	c. 2012
				<b>Compressor Room</b>	
			2	Kaiser HPC BSD 72T SFC 8.5 bar packaged compressors with Sigma Control 2 Serial Nos 1886 & 1887	2013
			1	Aerzen GM15L Delta 1,000 bar packaged blower Serial No. 1056554	2012
			1	Aerzen GM35S Delta 1,000 bar packaged blower Serial No. 1058223	2012
			1	HPC 0W14 oil/water separator Serial No. 12437672	
			1	OKS 574430 1,000 litre vertical galvanised air receiver	2012

1	Serial No. 9659		
	Buhler NFAS 315 galvanised inclined trough conveyor Serial No. 50814621 - to flour mill		2013
<b>Seventh Floor</b>			
7	Buhler RGM-250/250 air valves with ducting Serial Nos. 50813624, 50813625, 50813626, 50813627, 50813628, 50813629 & 50813630		2013
2	Buhler NFAS 315 stainless steel screw trough conveyors each c.8m with 3 bottom discharge points Serial Nos. 50812041 & 50812040		2013
1	Buhler NFAS 315 stainless steel screw trough conveyor Serial No. - - to new screening building (being installed)		c.2013
2	Buhler RL 2006/42/EG - RL94/9/EG Type T30 LBDA pneumatic slide gate valves Serial Nos. 619205 (2) - awaiting installation		2012
1	Buhler RVB 300/300 pneumatic sliding gate valve Serial No. 50813053 - awaiting installation		2012
1	Buhler 300/300 outlet hopper - awaiting installation		c.2012
1	Buhler MOZF 2250 water metering unit Serial No. 10511680		2012
<b>New Screen Room Building</b>			
1	<b>Building:</b> Steel framed and insulated clad purpose built structure with 8 floors with internal access stairway and internal lifting shaft through all floors. Floors of metal structure with concrete infill. Structure anchored to existing Intake Silo Building circa 10.5m x 7m x 31m high		2012
<b>Ground Floor</b>			
1	Buhler MPSK 28/30-EX air lock with associated equipment Serial No. 20767444		2012
1	Buhler electrical control panel Plant No. C11		c.2012
<b>First Floor</b>			

1	Buhler MYFC moisturing unit Serial No. 10508597	2012
1	Buhler DFKG 16 counter flow cooler with associated equipment Serial No. 20766198	2012
<b>Second Floor</b>		
1	Buhler control panel Plant No. C12	c.2012
1	Buhler Sortex A Model A4B-VIV-DA 20 tonnes/hr optical sorter Serial No. A0255	2012
1	Buhler DPCA 420/138 pellet mill 90kw electric motor and controls Serial No. 10509022	2012
<b>Third Floor</b>		
1	Buhler MKTB 120/120 combi-cleaner with vibrating bed and all associated equipment Serial No. 10508594	2012
1	Buhler MGEL 250/150 bucket elevator 2.2 tonnes/hr, c.14m overall height Serial No. 50811902	2012
<b>Fourth Floor</b>		
1	Buhler radial fan with electric motor, supporting structure, cyclone, and Buhler MPSN-25/23-G-EX air lock with motor, and ducting	c.2012
1	Buhler MVSQ 150 recycling air aspirator Serial No. 10508588	2012
1	Buhler through floor hopper with MFV8/80NST vibratory discharge unit Serial No. 20766342 and Buhler MPSJ 22/22 EX air lock Serial No. 20766343	2012
1	Buhler trough screw conveyor - to new wheat silo	c.2012
<b>Fifth Floor</b>		
1	Buhler MSDG 140 22 tonnes/hr differential dosing scale with magnet under and MEAG control unit Serial No. 10508586	2012
1	Buhler through floor hopper with MVRT 104/24 filter Serial No. 20766341	2012
1	Aerzen GM3S Delta air blower with electric motor 3kw	2012

	Serial No. 1055323		
	<b>Sixth Floor</b>		
1	Reitz SWM 045-021230-00 radial fan with electric motor 22kw Serial No. 098428 - awaiting installation	2013	
1	Reitz SWM 025-040015-00 radial fan with electric motor 22kw Serial No. 097086	c.2012	
1	Buhler MV/RT 52/24 filter Serial No. 20766358 with through floor hopper	2012	
1	Buhler floor standing hopper	c.2012	
1	Buhler MGEL 500/360 13 tonnes/hr bucket elevator Serial No. 50811904 21m height overall	2012	
	<b>Seventh Floor</b>		
1	Buhler MOZL 30/150 dampener turboliser Serial No. 10508614	2012	
1	Buhler MGEL 320/190 22 tonnes/hr bucket elevator Serial No. 50811903 31m height overall	2012	
1	Buhler MGEL 320/190 22 tonnes/hr bucket elevator Serial No. 50811901 31m height overall	2012	
1	Buhler MOZF 2250 water metering apparatus wall mounted Serial No. 10508598	2012	
1	Demag 25 tonne rail mounted electric travelling chain hoist Serial No. 40402114	2013	
	<b>Adjoining New Screen Room Building</b>		
1	Barton 70m3 aluminium silo (wheat feed) Silo No 601 with Buhler vibratory discharge unit and screw conveyor - to bucket elevator in new Screen Room Building	c.2012	
	<b>New Flour Mill</b>		
1	Building: Steel framed and insulated clad 5 storey purpose built structure with galvanised roof platform and fan room, 2 x internal staircases, external galvanised access walkways from 3rd and 4th floors to tops of new finished product silos and lorry bulk load building, floors of metal structure with concrete infill, internal lifting shaft	2012	

		though all floors c.31.650m x 12.7m max x 27m height	
		<b>New Flour Mill – Ground Floor</b>	
		<b>Blower Room</b>	
1		Aerzen GM 3S Delta blower Serial No. 1055580	2012
3		Aerzen GM 35S Delta blowers Serial Nos. 1056829, 1056830 & 1056621	2012
2		Aerzen GM 60S Delta blowers Serial Nos. 1053949 & 1057621	2012
2		Aerzen GM 7L Delta blowers Serial Nos. 1057719 & 1056515	2012
		<b>Blower Room – Mezzanine Floor</b>	
1		Aerzen GM 4S Delta blower Serial No. 1054943	2012
2		Aerzen GM 15L Delta blower Serial Nos. 1057561 & 1048873	c.2012
1		Aerzen GM 10S Delta blower Serial No. 1057246	2012
2		Aerzen GM 7L Delta blower Serial Nos. 1058953 & 1058514	2012
1		Aerzen GM 25S Delta blower Serial No. 1058137	2012
		<b>Main Mill Area</b>	
2		Syspal floor standing single operator knee operated stainless steel sinks	c.2013
1		Syspal floor standing deep bowl stainless steel sink	c.2013
1		Buhler MKSA 40/NST bag tip additive feeder Serial No. 10511469	2012
5		Buhler MJZF 51 flake disrupters Serial Nos. 10510502, 10510506, 10510507, 10510508 & 10510509	2012
1		Buhler MZMA 100 bag tip unit Serial No. 50813415	2012
2		Buhler MPSH 28/30-EX entolitrres Serial Nos. 20767519 & 20767523	c.2012

		with hoppers, motors and associated equipment		
1		Buhler MPSH 36/38-EX entolitre Serial No. 20767496	2012	
2		with hopper, motor and associated equipment		
4		Buhler MPSH 45/45-EX entolitres Serial Nos. 20767503 & 20767504	2012	
1		Buhler MPSH 36/38-EX entolitres Serial Nos. 20767584, 20767577, 20767578 & 20767579	2012	
1		Buhler MPSH 36/36-EX entolitre Serial No. 20767580	2012	
1		Buhler MPSH 22/22-EX entolitre Serial No. 20767526	2012	
1		Buhler MJZG 51 rotary fan Serial No. 10511480	2012	
1		with 18.5kw electric motor		
1		Buhler MJZG 51D rotary fan Serial No. 10511481 with 45kw electric motor	2012	
1		Reitz SWM025-000830-00 rotary fan Order No. 098311 with 1.10kw electric motor	2012	
1		Buhler MJZG 43 rotary fan Serial No. 10512211 with 5.5kw electric motor	2012	
2		Buhler MJZG 51D rotary fans Serial Nos. 10511471 & 10511472 with 37kw electric motors	2012	
1		Buhler MZET 5LT sample holder Serial No. 10517615	2013	
4		Buhler electrical control panels Plant Nos. C24, C25, C26 & C29	c.2013	
		<b>Switch Room</b>		
3		Buhler electrical control panels Plant Nos. C20, C21, C22	c.2013	
		<b>First Floor</b>		
		<b>Milling</b>		
1		Buhler Antares MDDR 1000/250 four roller mill Serial No. 10510276 4 x 10kn (C6)	c.2012	
1		Buhler Antares MDDR 1250/250 four roller mill	c.2012	

		Serial No. 10510271 4 x 11kn (C9)		
1		Buhler Antares MDDR 1000/250 four roller mill Serial No. 10510279 4 x 10kn (C3A)	c.2012	
1		Buhler Antares MDDR 1000/250 four roller mill Serial No. 10510277 4 x 10kn (C8)	c.2012	
1		Buhler Antares MDDR 1250/250 four roller mill Serial No. 10510268 4 x 11kn (C5)	c.2012	
1		Buhler Antares MDDR 1250/250 four roller mill Serial No. 10510265 4 x 11kn (6BK)	c.2012	
1		Buhler Antares MDDR 1000/250 four roller mill Serial No. 10510280 4 x 10kn (C3A)	c.2012	
1		Buhler Antares MOOR 1000/250 four roller mill Serial No. 10510278 4 x 10kn (C4)	c.2012	
1		Buhler Antares MDDR 1250/250 four roller mill Serial No. 10510266 4 x 11kn (3BK)	c.2012	
1		Buhler Antares MDDT 1250/250 eight roller mill Serial No. 10510260 4 x 18kn (C1B, C2B)	c.2012	
1		Buhler Antares MDDT 1250/250 eight roller mill Serial No. 10510259 4 x 18kn (C1B, C2B)	c.2012	
1		Buhler Antares MDDT 1250/250 eight roller mill Serial No. 10510233 4 x 18kn (1BK, 2BK)	c.2012	
1		Buhler Antares MDDR 1250/250 four roller mill Serial No. 10510273 4 x 10kn (C7)	c.2012	
1		Buhler Antares MDDT 1500/250 eight roller mill Serial No. 10510229 4 x 20kn (4BK, 5BK)	c.2012	
1		Buhler Antares MDDT 1250/250 eight roller mill Serial No. 10510261 4 x 18kn (C1A, C2A)	c.2012	
1		Buhler Antares MDDT 1250/250 eight roller mill Serial No. 10510262	c.2012	

		4 x 18kn (C1A, C2A)		
1		Buhler Antares MDDT 1250/250 eight roller mill Serial No. 10510263 4 x 18kn (C1A, C2A)	c.2012	
1		Buhler MSDL 80 automatic hopper scale Serial No. 10510440 with Meag controls and associated equipment	2012	
1		Buhler MSDL 240 automatic hopper scale Serial No. 10510439 with Meag controls and associated equipment	2012	
1		Buhler MSDL 20 automatic hopper scale Serial No. 10510442 with Meag controls and associated equipment	2012	
1		Buhler MSDL 40 automatic hopper scale Serial No. 10510441 with Meag controls and associated equipment	2012	
1		Buhler NFAT 400 suspended screw collection conveyor c.5m length Serial No. 50813486 with associated equipment	2012	
1		Buhler NFAT 200 suspended screw collection conveyor c.4m length Serial No. 50813522	2012	
2		Buhler MYRG inline through flow infra-red analysis monitors Serial No. 10515208 & 10515209	c.2012	
1		Buhler MKSA-92003-830 control screen with loading connection aspiration	c.2012	
2		Buhler MZET 5 LT sample holders Serial Nos. 10517622 & 10517621	2013	
2		Separation and Sorting Technology GMBH Rapid 5000/200/75/289+1 Inline metal separators Serial Nos. 11245011335-H & 11245011334-H Machine Nos. 5100 & 5099	2013	
2		Buhler MKZF 40/90/D turbo sifters Serial Nos. 10511960 & 10511955	2012	
3		Barton 62m3 (circa 35 tonne) aluminium internal silos Silo Nos: 514 (Creta), 515 (LG Return Flour), 516 (Brown Flour) each with Buhler MFVH 125/NST vibratory discharge units Serial Nos. 20767525, 20767581 & 20767587, and Buhler MMSG 160 screw discharge	c.2012	



		conveyor Serial No. 50813416, (3) Buhler MNSH 125 screw discharge conveyors Serial Nos. 50813420, -, 50813388	
1		Buhler electrical control panel Plant No. C30	c.2012
3		Buhler overhead conveyors c.13m, 11m, 16m (above roller mill lines 2&3)	c.2012
1		Buhler MOZF 315 water proportioning unit Serial No. 10510126 with digital controls	2012
		<b>Control Room</b>	
2		Electrical control panels with associated equipment	2012
		<b>Second Floor</b>	
2		Buhler MHXM-W peelers Serial Nos. 10510108 & 10510109 with Buhler MVSG-60 aspiration channels Serial Nos. 10510110 & 10510111	2012
4		Buhler Polaris MQRG 52/200 purifiers Serial Nos. 10510117, 10510119, 10510120 & 10510123	2012
1		Buhler MKLA 45/110 E bran finisher Serial No. 20769075	2013
2		Buhler MSDF 20R additive feeders Serial Nos. 10512530 & 10512532 with associated equipment including control panels	2012
2		Buhler MZMO 20R additive feeders Serial Nos. 10512537 (Creta) & 10512527 with associated equipment including filters, fans, sensors and control panels	2012
1		Buhler MSDF 32R additive feeder Serial No. 10512529 (Gluten) with associated equipment including control panel	2012
1		Buhler MSDF 65R additive feeder Serial No. 10512533 (Gluten) with associated equipment including control panel	2012
2		Buhler MKZF 40/90/E turbo sifters Serial Nos. 10511954 & 10511956 (Brown flour) with Greenwood Magnetics magnetic screen	2012
1		Buhler MPAK 2 plansifter Serial No. 10008890	2012

4	Buhler MNKA 50 floor mounted collection conveyors Serial Nos. 50813081, 50813082, 50813083 & 50813084 with motors, sensors and associated equipment (Low grade c.17m, Flour 1 c.19m, Top Patent c.17m, Wholemeal c.14m)	2012
1	Buhler NFAT 200 suspended trough screw conveyor c.4m Serial No. 50813526 with motor	2012
1	Buhler NFAT 400 floor mounted trough screw conveyor c.2m Serial No. 50813485 with motor and associated equipment	2012
	<b>Control Room</b>	
2	Buhler electrical control panels Plant Nos. C40 & C1	2012
	<b>Third Floor</b>	
1	Buhler MOZL 30/150 damper Serial No. 10510107	2012
1	Buhler MKLA 45/110E bran finisher Serial No. 20766758	2012
2	Buhler MPAK 8 8-compartment plansifters Serial No. 10008887 & 10008888	2012
1	Buhler MPAK 10 10-compartment plansifter Serial No. 10008891	2012
1	Buhler MVSQ 100 aspirator Serial No. 10510112	2012
1	Buhler inline blow line magnet	c.2012
1	Buhler MVRW 4/12 bag tip hopper (Bin 526) Serial No. 20767543 with filter and Buhler MFVH 80/NET vibratory discharge unit Serial No. 20767549 sensors, fan and associated equipment	2012
1	S & S Rapid 5000/200/75/289 inline metal separator Serial No. 11245011336/H with control unit and associated equipment and Buhler MZDG 26/25 flow balancer Serial No. 10511484	2013

		Machine No. 4411		
1		Buhler MPAK 2 2-compartment plansifter/re-dresser Serial No. 10008889	2012	
2		Buhler 36 tonne/hr throughput receiver hoppers with cyclones, Buhler MPSJ 45/45 EX air locks Serial Nos. 20767586, 20767585	2012	
1		Fike flameless explosion venting, sensors and filters		
1		Buhler MVRT 78/24 filter body Serial No. 20766799	2012	
		with filter, exhaust fan to atmosphere with ducting and 30kw motor and all associated equipment, including vibrating discharge unit and air lock (General exhaust)		
2		Buhler MVRT 78/24 filter bodies Serial Nos. 20766796 & 20766798	2012	
		with filter, exhaust fan to atmosphere with ducting and 90kw motor, and all associated equipment, including vibrating discharge units and air locks (Pneumatic lift)		
1		Buhler MVRT 52/24 filter body Serial No. 20766750	2012	
		with exhaust fan to atmosphere with ducting and 22kw motor and all associated equipment, including vibrating discharge unit and air lock (Peeler)		
		<b>Control Room</b>		
1		Buhler electrical control panel Plant No. C50	2012	
		<b>Fourth Floor</b>		
1		Buhler through floor mounted hopper with MVRW 9/12 filter Serial No. 20767453	2012	
		with sensors and all other associated equipment		
2		Buhler through floor mounted hoppers with MVRW 6/12 filters Serial Nos. 20767531 & 20767530	2012	
		with sensors and all other associated equipment		
1		Buhler MPAK 8M redress sifter Serial No. 10008886	2012	
1		Buhler MKZF 40/90/E turbo sifter Serial No. 10511573	2012	
1		Buhler cyclone and filter unit with MPSJ 28/30-EX air lock Serial No. 20767521	2012	
1		Buhler cyclone and filter unit with MPSJ 36/38-EX air lock Serial No. 20767498	2012	

		and Reitz SWM 025-002530-00 radial fan Serial No. 098286	
1		Reitz SWM 025-012530-00 radial fan Serial No. 098298 with 11 kw motor	c.2012
1		Buhler MKLA 45/110E turbo sifter Serial No. 20766759	2012
1		Bank of 6 rotary seals Buhler MPSN 25/15-EX (5) Buhler MPSN 25/23-EX (1)* Serial Nos. 20767478 (1), 3018436121(4) & 3018436121* with electric motor, cyclones, stand and all associated equipment	2012
1		Bank of 7 rotary seals Buhler MPSN 25/15-EX (3) Buhler MPSN 25/23-EX (4) Serial Nos. 20767479, 3018436121 (6) with electric motor, cyclones, stand and all associated equipment	2012
1		Bank of 2 rotary seals Buhler MPSN 25/15-EX Serial Nos. 20767481, 3018436121 with electric motor, cyclones, stand and all associated equipment	2012
1		Bank of 4 rotary seals Buhler MPSN 25/15-EX Serial Nos. 3018436121 (3) & 20767477 with electric motor, cyclones, stand and all associated equipment	2012
1		Bank of 7 rotary seals Buhler MPSN 25/15-EX (5) Buhler MPSN 25/23-EX (2)* Serial Nos. 3018436121 (6) & 20767484* with electric motor, cyclones, stand and all associated equipment	c.2012
1		Bank of 5 rotary seals Buhler MPSN 25/15-EX (1)* Buhler MPSN 25/23-EX (4) Serial Nos. 20767482*; 3018436121 (3) & - (1) with electric motor, cyclones, stand and all associated equipment	2012
1		Bank of 4 rotary seals Buhler MPSN 25/23-EX Serial Nos. 20767483 & 3018436121 (3) with electric motor, cyclones, stand and all associated equipment	2012
1		Bank of 4 rotary seals Buhler MPSN 25/15-EX Serial Nos. 20767476 & 3018436121 (3) with electric motor, cyclones, stand and all associated equipment	2012
2		Buhler MKLA 45/110E turbo sifters Serial Nos. 20766756 & 20766757 with sensors and all associated equipment	2012
1		Floor standing clean condition wheat hopper	c.2012

		with sensors and associated equipment		
1		Stahl ST32 girder mounted electric chain hoist Serial No. not accessible with pendant control	c.2012	
1		Buhler electrical control panel Plant No. C60	c.2012	
		<b>Above Internal Storage Silos</b>		
1		Munters ML 180 dehumidifier Serial No. not accessible	c.2012	
1		Buhler MVRW 9/18 filter Serial No. not accessible - part of Silo No. 516	2012	
1		Buhler MVRW 9/18 filter Serial No. 20767575 - part of Silo No. 515	2012	
1		Buhler MVRW 9/18 filter Serial No. 20767574 - part of Silo No. 514	2012	
		<b>Roof Platform</b>		
2		Weger AL 1918 heat exchangers Order No. 123133 15,600 m3/hr air volume	2012	
		<b>Roof Platform – Fan Room</b>		
2		Radiator type heat exchanger panels	c.2012	
2		Comefri TZAF 900 TIA FF 33kw centrifugal fans Serial Nos. OPI B2030184 & OPI B2032006 with 15kw electric motors, and all related air handling ducting throughout new flour mill building	2012	
		<b>In Storage (not inspected)</b>		
14		Buhler spare rolls for roller mill comprising: (4) 250 x 1250 Titan fluted (for 1 BK & 2BK) (4) 250 x 1250 fluted (for 3BK & 6BK) (4) 250 x 1500 fluted (for 4BK & 5BK) (2) 250 x 1250 smooth (for C1A)		
		<b>Front of New Flour Mill</b>		

1	Air conditioned switch room HV/LV building with switch panels, power distribution panels and all associated equipment including new electrical cabling throughout site c.6.550m x 4.350m	c.2012
	<b>Electricity Substation Compound</b>	
2	Schneider Electric 2,000 kva electrical transformers, Midel liquid filled Serial Nos. 101595574 & - (not accessible) with all associated equipment and cabling	2013
	<b>To Side of New Flour Mill</b>	
1	Barton 100m3 aluminium silo (gluten) with Buhler MFVH 125/NST vibratory discharge unit Serial No. 20757548 and Buhler MKZF 40/90/E sieving machine Serial No. 10511574, Buhler MVRW 6/12 filter Serial No 20767542, hopper, and Buhler MPSH 22/22-EX air lock Serial No. 20767540, and all other associated equipment	2012
	<b>Finished Product Silo Farm</b>	
4	Barton 170m3 aluminium silos Silo Nos. 509, 510, 511, 512 with Buhler vibratory discharge units and 4 Buhler MNSH-300 screw conveyors Serial Nos. 50813253, 50813248, 50813245 & 50813251, Buhler collection hopper with filter and Buhler MPSH 45/45 EX air lock Serial No.20767539, 4 Buhler MVRW 12/18 filters mounted on top of silos	2012
4	Barton 170m3 aluminium silos Silo Nos.505,506,507,508 with Buhler vibratory discharge units and 4 Buhler MNSH-300 screw conveyors Serial Nos. 50813252, 50813244, 50813247 &	2012

		50813254, Buhler collection hopper with filter and MPSH 45/45-EX air lock Serial No. 20767538, 4 Buhler MVRW 12/18 filters mounted on top of silos		
4		and all other associated equipment Barton 170m3 aluminium silos Silo Nos. 501, 502, 503, 504 with Buhler vibratory discharge units and 4 Buhler MNSH-300 screw conveyors Serial Nos. 50813250, 50813246, 50813249 & - 4 Buhler collection hoppers with Buhler MPSH 45/45 - EX air locks and filters Serial Nos. 20767537, 20767536, Reitz SVM 020-003530-00 radial fan Serial No. 098310, 4 Buhler MVRW 12/18 filters mounted on top of silos	2012	
2		and all other associated equipment Buhler electrical control panels Plant Nos. C27 & C28	2012	
1		Schneider Electric electrical control panel	2012	
		<b>Services Throughout Including</b>		
		All fire hydrant pipework and hose, junctions and valves, fire detection systems, and fire	2012/2013	
		All pipework and ducting for product transfer including blowline gantries	2012/2013	
		All pipework, ducting and ancillary equipment for:	2012/2013	
		- Positive pneumatic pressure system		
		- Aspiration system		
		- Rinsing air system		
		All plant control systems, operational and maintenance software	2012/2013	
		Town water mains process distribution system	2012/2013	
		Compressed air ring pipework and associated equipment	2012/2013	
1		Protec CO2 fire extinguisher system	2012/2013	
		All mains gas pipework and connections	2012/2013	
		New CCTV System (informed partially installed)	2012/2013	
		New IT installations (not inspected)	2012/2013	
		All Buhler and other ancillary equipment not scheduled	2012/2013	
		Buhler special tools	2012/2013	
	<b>Silouth and</b>	<b>2) Plant &amp; Machinery</b>		

Maldon	C/Fwd Assets ex FAR94
	(Disposal Lathe)
	Disposal Silo Equipment
	<b>F001 ZGZ 1.5Kg Packing Machine</b>
	E020 Screenroom & Screenings Plant
	F013 Millishort Project
	F020 Sangati Redressing Sifter
	F025 Extension No. 1 Warehouse
	F026 New Meals Packing Bins
	G001 Bran line Metal Detector
	G002/7 C Plant Capacity Inc/Upgrade
	G003 Verti-Jet
	G004 Replace Flour Agitators
	G009 1.5 Kg Packing Redressing Sifter
	G010 Main 415V Supplies Reorg.
	G011 Exhaust Flour Intake Bins
	G012 C Plant Pneumatics
	G013 No. 3 Blowline Modifications
	G014 1.5 Kg Packing Metal Detector
	G015 Near Infra Red Analyser
	G018 Upgrade Dryer & Cooker
	G019 Dust Control Building 7A
	G023 1.5 Kg Packing Ink Jet Sprayer
	G026 Wheat Outloading Silo
	G028 Road Intake Blow In Pipes Cover
	G030 Boat Pump sound deadening
	G025 Silo Project Phase 1
	G029 Bells Silo
	G031 Gericke Centrifugal Sifter
	H001 T2/T5 Halon Sprinkler System
	H005 Bran Cutter
	H006 Exhaust C Plant Intake Bins
	H012 Additional Flour Bin Capacity
	H013 1st Break MITAC Rolls
	H017 1.5Kg Ink Jet Sprayer
	H025 1.5Kg Shrinkwrap Turntable
	H027 32Kg Stretchwrap
	H029 Brabender Farinograph Thermostat
	H030 Hagberg Falling Number Apparatus
	H033 Ink Jet Sprayers
	H035 Spare Aerzen Blower



	H036 Warehouse Extension Racking
	H037 Warehouse Extension Flooring
	G025 Silo Project Phase 1
	G029 Bells Silo
	<b>H016 2nd ZGZ Packer (Leased)</b>
	H016 2nd ZGZ Packer
	H031 1.5Kg Packing Metal Detection
	I001 Moisture Meter
	I002 Sack Pusher
	I004 Wheatfeed Storage Bin
	I008 No. 2 Warehouse Modifications
	I018 Upgrade Water Cooling Simon Rolls
	I030 Granulator
	I035 Pre-Pack Dust Collection
	I036 Pre-Pack Bag Compactor
	I037 Increased Wheatfeed Storage
	I038 Dust Suppression CAL Wheatfeed Bins
	I039 Wheatfeed Automatic Control System
	I040 No. 2 Warehouse Entrance
	G029 - Bells Silo Extension
	H014 - 3rd Break HTD Drive Conversion
	I007 - 2nd & 5th Break Roll HTD Conversion
	I010 - 4th Break Roll HTD Conversion
	I016 - "B" Mill
	I022 - CO2 System C Plant Debranners
	I033 - S76 Silo conveyor chain & sprockets
	J012/J041 - C Plant Meal Production Modifications
	J001 - Metal Detector C Plant
	J004 - Infestation Destroyers
	J007 - Malvern Mastersizer S System
	H010/J005/J017 - Extra Flour Bins
	I017/J018 - 20T Bin No. 2 Warehouse
	J013 - Pallet Security Cages
	J014 - Tweedy 35 High Speed Mixer
	J005 - Silloth Site Security
	J019 - Pallet Inverter
	J020 - Weighbridge Modifications
	Jxxx - y/e Aug '99 Capitalise Milling Rolls
	K008 - Weighbridge Control Mods (Supp J020)
	K009 - Test Bakery Equipment
	J021 - 500g Pre-Pack Mods.

	K003 - Screenings Sieve
	K004 - Tanker Loading Vacuum Cleaner
	K005 - Temporary Bran Packing
	K002 - B Mill Spares
	K015 - Air Lock B Mill
	K016 - redistribute Bulk Flour Storage
	K001 - Wheatfeed Pelleting
	K014 - Reject Cereals Product Bin
	K018 - Plant ex GSL
	K019 - Texas PLC Controller
	K020 - Assets purchased at Feedmill Auction
	K012 - ex CAL Bran Plant
	K012 - ex CAL Weighbridge
	K012 - ex CAL Press
	LeCoq Sifter lost in fire
	D005 - Nissan FLT
	L022 - K-Ray Replacement (supplementary to K033)
	L026 - Trench for Power Supply to No.2 Warehouse
	L011 - By-product steam application
	K028 - Prepack Metal Detector
	K029 - Power Cable No. 1 W/House
	K030 - Return Flour Blowline (K017)
	K017 - B Mill Flour Storage
	K031 - Supplementary to K017-Foundations
	L002 - Bulk Storage Phase 1
	L021 - Wheatfeed Blending
	L023 - Increase Sifting Capacity of Milling Plants
	L028 - S/Steel Conveyor for Bran Packing
	L036 - Flour 4 Recovery
	L037 - 1.5kg Ink Jet Spray
	L038 - Bran Flaking Roll Gravity Feed
	L024 - B Mill Flour Storage Supplementary (K017)
	L029 - HACCP Hygiene Update
	J015 - Green Silo Project
	M001 - Auto Gluten Washer
	M002 - Improve Elec.Power Factor
	K027 - C Plant Elevator & Conveyor
	K035 - Alt. Feed ZGZ No. 1 Packer
	L034 - Update to HACCP Outloading
	L035 - Outloading Lighting
	L039 - Reject Materials Reclamation

	M003 - Metal Detector
	M017 - Central Vacuum System
	M019 - Motorised Airlock
	M015 - Granulator
	M024 - Breadmaker 500g packing
	M025 - Ship intake plant
	M026 - Chloride meter
	M007 - Collation and shrink wrap machine
	M010 - Replacement compressor and Dryer
	M016 - Feeder bin discharge
	M018 - No 5 bin discharger
	M020 - Bran packing food grade
	N003 - Dust monitoring
	N006 - MYFB Dampener Spares
	N015 - RVA Analyser
	N005 - Flour bin software
	M024 - Breadmaker 500g packing
	N007 - Foul water provision
	N012 - Shrinkwrapper line 2
	N017 - Explosion relief
	N021 - 500g conversion kit
	N022 - C plant bag redresser
	N023 - 500g automatic bag pusher
	N027 - Buhler lab mill
	N029 - Bin 580 Blend to prepaking
	N031 - Disk mill
	N035 - Branscan analyser
	M005 - HACCP magnet upgrades
	M006 - Fit roller shutter to silo
	N020 - archive shelving
	N045 - Repairs to portacabin
	N047 - Electric winches
	Adjustment to history
	N020 - A Mill reporting system
	N039 - Replace airlock
	P001 - Near infrared Analyser
	P013 - Workshop lathe
	P014 - Access platform
	P015 - Breadmaking packaging & mixing
	P016 - Goods lift warehouse no.1
	P018 - Dust supression W/F outloading

	P019 - Replacement sack packaging machine head	
	P021 - Plastic reel lifting	
	P022 - Cladding whearfeed outloading	
	P023 - C Plant weigher	
	P028 - A Mill weighers	
	P031 - Refuse collector	
	P033 - Noise suppression C Plant blowers	
	P037 - Weighbridge removal No 2 warehouse	
	P042 - Rotolok Blowing seal	
	P046 - Metal detection	
	P047 - High level gantry	
	P045 - Flourscan	
	Q010 - Warburtons Newburn Silo measuring	
	P044 - Spout cleaning equipment	
	P028 - A Mill weighers	
	P033 - Noise suppression C Plant blowers	
	Q005 - Bivac rotary airlock	
	Q006 - Replacement pressure washer	
	Q002 - Sprinkler system extension	
	Q012 - Replace vacuum pump	
	Q016 - Pallet stretch wrapper	
	Q019 - Reischle Blower	
	Q004 - Wholemeal homogenising plant	
	Q007 - Fire detection status panels	
	Q032 - Pallet stretch wrapper (no 2)	
	Q023 - Warburtons newburn VMI inst	
	Q027 - Packing plant bag counters	
	Q030 - Spare stitching head	
	Q031 - Gluten transfer filter	
	Q033 - Entoleter installation flour tran 6	
	Q035 - Yogurt blender (trans Carrs Blends 28/08/04)	
	Q036 - FFS machine (trans Carrs Blends (28/08/04)	
	Carrs Blends machinery	
	Access Ladders 549/551	
	TCP Transfer Airlock	
	Compressor & Cooler	
	Indented Separator Tristar	
	Insectomat	
	Bulk Valve replacement	
	Exhaust	
	A Mill Weigher Control	

	Indented Separator Tristar
	Infestation Destroyer
	B Mill Access to Extra Bins
	Plug Diverter
	Noise Level Meter
	B Mill Access
	Access 650 / 652
	Mini Sifter
	Auto Label Applicator
	A Mill Peeling
	A Mill Extraction Display
	Replacement Fire Extinguisher
	Lab Mill Replacement
	Pellet Press
	New Lift Gears
	Scissor Lift
	Brown Flour Blending Plant
	Replacement Bin
	Vacuum Cleaners
	Replace Base Bin Hopper 1
	Water Distribution System
	Wheat Dampener
	Flour Transfer to Biscuit software
	Bag Packing Conversion
	Mill Redressing
	Auto Label Applicator
	Pellet Press
	Brown Flour Blending Plant
	Mill Redressing
	A Mill Redressing
	Replacement Conveyors
	C Mill Redressing
	Base Flour Hopper
	A Mill Conveyor
	Boiler Chimney Replacement
	Bulk Intake Pipe Replacement
	Packing Upgrade Automation
	Auto Wheat Moisture B-Mill
	Replacement Compressor A&B Mill
	Replacement 2 Way Plug Valves
	Replacement Lid Bin 428

	Kellogg's Fine Bran Production
	Replacement Fire Doors
	Top Lab Refurbishment
	Weighbridge Relocation
	Compressed Air Drier Replacement
	Flour Bin Discharges
	Replacement Outlaying Bay Door
	Replacement Metal Detector L/B/P
	Metal Detector - C Mill
	Replacement Compactor Skip
	A Mill Redressing
	C Mill Redressing
	Fire Detection System
	Replacement Water Cooling System
	Replacement Air Compressor WFBP
	Replacement Backup Scada Server
	Elevator
	Replacement DCE Unit
	Asbestos Sheet Replacement
	External Flour Silo
	Pellet Press Improvement
	Fine Bran Metal Detector
	Laboratory Metal Detector
	Conveyor Improvement
	Preventative Manteca Software
	Kellogg's Bran Product
	Outloading Conveyor
	Replacement Weighbridge
	Gluten Overtails - Redresser
	Flour Redresser Blower
	A Mill Filter
	Kellogg's Light Bran
	Improvement to Man Lift
	Replace External Mill Blowline
	Food Safety Upgrade
	A Mill Redressing
	C Mill Redressing
	Fire Detection System
	Flour Bin Discharges
	Fire Detection System
	Kellogg's Bran Product

	Flour Redresser Blower
	Replace External Mill Blowline
	Magnet Upgrade WFBP / BFBP
	Blower Biscuit Transfer
	Hygiene Equipment
	Blower Replacement Peeling Plant
	Blowline Valve Replacement
	Base Flour Bin Hoppers
	Infra Red Analyzer Upgrade
	Auto Wheat Moisture / A Mill
	Additional Cleaning Equipment
	Scada Server
	Blowline Flap Valves
	Blower & Compressor Upgrade
	Elevator Upgrade
	Flour Return / Redress Line Upgrade
	Rear O>Loading Bin Improvement
	Capacity Increase - Cutting Plant
	Fan Frequency Controllers
	Compressed Air Driers
	MYFC Software & Installation
	Blower Replacement A Mill W/Feed
	Data Recording Software
	Steam Pump
	Fire Detection System
	Base Flour Bin Hoppers 2010
	A Mill Duo Sifter Sieve Box
	Bulk Handling Break Tails
	Base Flour Bin Hoppers 2010
	Hydraulic Ram
	2 Chilo Intake Chutes
	Coarse Bran Blowline
	Building Structural Steelwork
	Hotmelt Glue Applicators
	Silloth Small Bag Packer
	Lab Test Mill Conversion
	Land Based Blower @ Bellshill
	Base Flour Bin Hoppers 2011
	Relocate WFBP Diverter Valves
	Screenroom Blower
	Software to Control Plant Line

	Remote Silo Monitor @ Warbs
	A Mill Duo Sifter Sieve Box 2
	S71 Conveyor
	Screening Airlock
	Fire Detection System
	Silloth Small Bag Packer
	CCTV Installation
	Air Compressing Monitor
	Base Flour Bin Hoppers 25-27
	A Mill Fan Motor
	Cracked Wheat Modifications
	S81 Elevator
	Press Cooler Fan
	Packer Exhaust Fan
	PC's for Control System
	Changing Room Refurbishment
	Installation Partition Warehouse 3
	Energy Monitor, Thermal Light
	Base Flour Bin Hoppers 2012
	Coarse & Fine Plainsifter
	Energy Saving Software
	Pre-Pack Additional Work
	WFBP Gearbox Drive
	Replacement Wheat Sampler
	Food Safety Equipment
	Fluidising Blower Modification
	Access Gantries and Platforms
	Modification Wheatfeed Conveyor
	Modification to conveyor C5
	Dust Fan B Mill Bin 418
	Modify Bin 543
	Asbestos Removal
	Replacement Blower Peel Plant
	Install Adblue Bulk Tank
	Mill Lighting
	Roof Gantry to Bins 549/551
	Silloth Office Rewiring
	Wheat Silo Modifications
	Modifications to Silo Bin 165
	S81 Elevator
	Energy Saving Software



	Base Flour Bin Hoppers 2012	
	Ship Uploading Equipment	
	Warehouse Windows	
	Prepack Commissioning	
	Modifications To Silo Bin 165	
	Flour Bin Hoppers	
	Door Access Systems	
	Upgrade Conveyor S73	
	Compressor For A Mill Filters	
	Site Security	
	Upgrade Cond Bins 302 303	
	Upgrade Biscuit Transfer	
	B Mill Exhaust Fan	
	Standby Blending Transfer Blow	
	Double Redressins System	
	Silo Building Storm Damage	
	A Mill Weigher Controllers	
	Electric Motor Upgrades	
	Blower Package for WFBP	
	Upgrade PLC's A and B Mill	
	Airlock B Mill	
	Iron Rolls	
	Upgrade Transformer Capacitors	
	Energy Saving Projects	
	High Efficiency Motors	
	Fire Supression Cylinder	
	Cracked Wheat Machinery A Mill	
	A Mill Surge Bin	
	Modify Wheat Intake	
	B Mill Fan Motor	
	A Mill Flour 1&2 Blower	
	Spare Screenroom	
	Disc Mill	
	Site Electrical	
	Pallet Wrapper	

## Schedule 2

## Form of Certificate of Charge

To: HSBC Equipment Finance (UK) Limited  
 Securities Department  
 1st Floor Wing  
 12 Calthorpe Road  
 Edgbaston  
 Birmingham  
 B15 1HS

Dated: [♦]

Dear Sirs

**Certificate of Charge**

This is a Certificate of Charge contemplated in the master chattels mortgage entered into between Carr's Flour Mills Limited (company number 480341) (**us, we, our**) and HSBC Equipment Finance (UK) Limited (**you, your**) dated [♦] (**Master Chattels Mortgage**).

As security for the payment and discharge of the Indebtedness, we hereby charge and assign absolutely and unconditionally to you with full title guarantee, by way of a specific first fixed charge, all of our right, title and interest, present and future, in and to the Equipment set out in the appendix to this Certificate of Charge, together with the benefit of:

- (a) any and all obligations, guarantees and warranties given by any manufacturer or supplier of such Equipment to or in favour of us;
- (b) any and all obligations, guarantees and warranties given by any other party in respect of such Equipment to or in favour of us; and
- (c) the benefit of all maintenance agreements and all copyrights, patents, trade marks and other intellectual property rights relating to such Equipment entered into between us and any third party.

We confirm that the assignment and charge set out in this Certificate of Charge is made pursuant to the Master Chattels Mortgage and that all the provisions of the Master Chattels Mortgage shall apply to this Certificate of Charge.

For the avoidance of doubt, for the purposes of this Certificate of Charge, references to "Equipment" in the Master Chattels Mortgage shall be construed as referring to the Equipment set out in the appendix to this Certificate of Charge and references to "Chattels Mortgage" shall be construed as referring to this Certificate of Charge.

Words and expressions not otherwise defined in this Certificate of Charge shall have the meaning given to them in the Master Chattels Mortgage.

**Executed as a deed** by us or our duly authorised representative but not delivered until the date of this Certificate of Charge.

**EXECUTED AS A DEED by CARR'S FLOUR MILLS LIMITED**  
acting by a director in the presence of a witness

Signature

\_\_\_\_\_  
Director

Name in full

\_\_\_\_\_  
(Block letters)

In the presence of:

Full name of

Witness

\_\_\_\_\_  
(Block letters)

Signature of witness

Address

Occupation

**Appendix to Certificate of Charge****Equipment**

<b>Item description</b>	<b>Make and model</b>	<b>Serial number</b>	<b>Year of manufacture</b>