



Registration of a Charge

Company name: **NORTHUMBRIAN FINE FOODS LIMITED**

Company number: **04352824**



X2M1NF4G

Received for Electronic Filing: **27/11/2013**

Details of Charge

Date of creation: **27/11/2013**

Charge code: **0435 2824 0013**

Persons entitled: **CLOSE LEASING LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Notification of addition to or amendment of charge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **MATTHEW WILLIAMS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4352824

Charge code: 0435 2824 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2013 and created by NORTHUMBRIAN FINE FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2013 .

Given at Companies House, Cardiff on 28th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 27th November 2013

CLOSE LEASING LIMITED
AND
NORTHUMBRIAN FINE FOODS LIMITED

CHATTEL MORTGAGE

ADDLESHAW GODDARD

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This Chattel Mortgage is made on 27th November 2013.

Between

- (1) **Northumbrian Fine Foods Limited** (No.04352824) whose registered office is at Dukesway, Team Valley, Gateshead, Tyne and Wear, NE11 0QP (**Company**); and
- (2) **Close Leasing Limited** (No. 06377532) whose registered office is at 11th Floor, Tolworth Tower, Elwell Road, Tolworth, Surbiton, Surrey, KT6 7EL (**Lender**).

Whereas the Company is the owner of the Assets and has agreed to assign them with full title guarantee by way of legal mortgage to the Lender.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Mortgage:

Assets means the plant, machinery, goods, chattels or other equipment (whether already acquired or to be acquired) specified in the schedule (including all engines, appliances, parts, spare parts, instruments, appurtenances, accessories and other equipment of any kind installed on, or in, such goods or chattels) and any and all substitutions, alterations, replacements, renewals and additions made for or, in or to the same or any part of the same after the Execution Date and, where the context so permits, any part or parts of them

Default Interest means the interest payable at the rates and at the times specified in clause 2(d) (Covenant to pay)

Encumbrance means any mortgage, charge (fixed or floating), debenture, hypothecation, assignment by way of security, pledge, lien or any other arrangement or agreement which has the effect of creating security or payment priority

Execution Date means the date this Mortgage is executed by the Company

LPA 1925 means the Law of Property Act 1925

Markings means labels, plates or markings

Security Period means the period beginning on the Execution Date and ending on the date when all sums due to the Lender have been irrevocably and unconditionally repaid in full and the Company has ceased to be under any further, actual or contingent, liability to the Lender under or in connection with this Mortgage

Receiver means any one or more receivers managers or administrative receivers appointed pursuant to this Mortgage in respect of the Company or over all or any of the Assets and an administrative receiver shall have (in addition to the powers in clause 6 (Appointment of receiver)) all the powers conferred upon him by Schedule 1 of the Insolvency Act 1986

1.2 Interpretation

In this Mortgage:

- (a) words denoting the plural number include the singular and vice versa;
- (b) references to clauses and the schedule are references to clauses of and the schedule to, this Mortgage;
- (c) references to this Mortgage include the recitals and the schedule;
- (d) the headings and contents pages are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Mortgage;
- (e) references to any document are, unless the context otherwise requires, references to that document as amended, supplemented, novated or replaced from time to time;
- (f) references to statutes or provisions of statutes are references to those statutes, or those provisions, as from time to time amended, replaced or re-enacted;
- (g) references to the Lender include its successors, transferees and assignees; and
- (h) references to a person shall include an individual, company, partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality).

2 Covenant to pay

The Company covenants with the Lender on demand:

- (a) to pay to the Lender the balance from time to time unpaid of all monies now due or after the Execution Date to become due to the Lender by the Company;
- (b) to discharge all liabilities now owing or after the Execution Date to become owing to the Lender by the Company, either actual and/or contingent;
- (c) to pay all commissions, costs, expenses and charges incurred by the Lender in connection with this Mortgage and in claiming or seeking to enforce payment under this Mortgage; and
- (d) to pay interest on such monies both before and after such demand is made or judgment obtained. Interest shall be computed and compounded according to the Lender's usual practice from time to time and at rates in force for the time being for monies owing to the Lender by the Company, from when due to payment.

In each case whether the same monies or liabilities shall be due or owing alone or jointly with any other person, or by any firm in which the Company may be a partner, on overdraft or otherwise and whether as principal or surety.

3 Charging clause

3.1 The Company charges and assigns absolutely and unconditionally to the Lender with full title guarantee, by way of a specific first charge, all of its right, title and interest in and to the Assets, together with the benefit of:

- (a) any and all obligations, guarantees and warranties given by any manufacturer or supplier of the Assets;
- (b) any and all obligations, guarantees and warranties given by any other party in respect of the Assets to or in favour of the Company; and

- (c) the benefit of all maintenance agreements and all copyrights, patents, trade marks and other intellectual property rights relating to the Assets entered into between the Company and any such third party.

3.2 Following the expiry of the Security Period the Lender shall, upon the request and at the cost and expense of the Company, reassign the Assets to the Company, to the extent then still subsisting and capable of reassignment.

4 Representations

The Company represents and warrants to the Lender:

- (a) that it is the absolute legal and beneficial owner of the Assets free from any Encumbrance, (except for any liens arising by operation of law, in the ordinary course of the Company's business); and
- (b) that this Mortgage does not contravene any of the provisions of the Memorandum and Articles of Association of the Company and has been duly authorised and executed.

5 Covenants

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

5.1 Further assurance

Promptly upon demand by the Lender execute such legal or other mortgages, charges, assignments or securities as the Lender shall require (upon terms and conditions acceptable to the Lender, at the expense of the Company) of and on all the Company's estate and interest in the Assets (including any vendor's lien) to secure all monies and liabilities agreed to be paid or intended to be secured under this Mortgage.

5.2 Documents of title

Subject to the rights of any prior mortgagee, deposit with the Lender all invoices, documents of title, guarantees, insurance policies, maintenance agreements and ancillary documents relating to the Assets.

5.3 Payment

Punctually pay:

- (a) the rent, rates, assessments, charges, impositions, outgoings and taxes in respect of all premises of the Company; and
- (b) all licence fees, duties, registration charges and all outgoings in respect of the Assets and keep or cause the Assets 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 Lender or its authorised agents the receipt for such payments and in default it shall be lawful (but not obligatory) for the Lender 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 Assets and the Company shall repay the same to the Lender on demand, together with Default Interest.

5.4 Possession

Keep the Assets permanently in its sole and exclusive possession at the location specified in the schedule or at such other premises as the Lender shall authorise in writing and shall not in any event take the Assets out of England and Wales.

5.5 Identification

Affix to or engrave upon the Assets such Markings as the Lender shall require and not allow such Markings to be concealed, altered or removed.

5.6 Order and permissions

Produce promptly to the Lender the original of any order, direction, requisition, permission, notice, proceedings, or matter whatsoever affecting or likely to affect the Assets and/or any premises of the Company, served upon the Company by any third party, together with full particulars of such notice. The Company shall promptly, at the its own cost, comply with the same and shall, if so required by the Lender, at the Company'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 Lender may deem expedient or desirable.

5.7 Power of entry

Permit the Lender or any person nominated by it to enter on any premises of the Company (a) to inspect the Assets, including any Markings (b) to effect such repairs as the Lender shall consider necessary or desirable and (c) generally to do all such acts as the Lender considers necessary or desirable, in connection with this Mortgage.

5.8 Repair

Keep the Assets in good and substantial repair and condition and in working order and will replace any parts of the Assets as may be destroyed, damaged or worn out with new parts of at least similar quality and of at least equal value. The Company shall carry out such repairs to or replacement of the Assets as the Lender shall consider necessary or desirable.

5.9 Value Added Tax

The Company covenants to pay to the Lender on demand the amount of any Value Added Tax which may be payable in respect of any sums payable by the Company to the Lender under or secured by this Mortgage or pursuant to the exercise by the Lender of any of its rights under this Mortgage and the Company shall pay to the Lender on demand an amount equal to any Value Added Tax or other sums payable or incurred by the Lender 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 Mortgage or any transaction secured by this Mortgage or exercising any of its rights under this Mortgage. The Company shall indemnify the Lender against any liability in respect of Value Added Tax.

5.10 Indemnity

Indemnify and hold each of the Lender 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 Assets including those based upon infringement of any patent or other intellectual property rights.

5.11 Yield up

At any time after the Lender shall have demanded payment of any monies secured by this Mortgage or if the Company defaults in the performance of any of its obligations under this Mortgage allow the Lender, 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 Assets and for that purpose to enter upon any land or buildings where the Assets are or are reasonably thought to be situated without being liable to the Company for or by reason of such entry.

5.12 Insurance

To insure and keep insured the Assets with such insurer and against such risks (including, without limitation, liability to third parties, loss or damage to property and statutory liability), in such amounts and otherwise upon such terms as the Lender may require. The Company will punctually pay all premiums and other monies necessary for the purpose of such insurance immediately on the same becoming due and will deliver to the Lender the receipt after every such payment. The Company will procure that the interest of the Lender is noted upon all insurance policies or (if the Lender so requires) that the policy is held in the joint names of the Company and the Lender. The Company will apply all monies which may be received by virtue of any such policy either in making good the loss or damage in respect of which the monies may have been received or (if so required by notice given by the Lender not later than 7 days after notice to the Lender of the receipt of such monies and without prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligation imposed by this Mortgage) in discharge or reduction of the monies secured by this Mortgage. If the Company shall at any time make default in keeping up such insurance or delivering any policy or receipt to the Lender in accordance with clause 5.2 the Lender shall be entitled to exercise the powers of insurance against fire conferred by statute on mortgagees and to effect such insurance as the Lender shall consider necessary or desirable and every sum expended by the Lender in so doing shall be deemed to be properly paid by the Lender and, together with Default Interest thereon, shall be repaid by the Company to the Lender on demand.

5.13 Use

Not use or permit the Assets to be used for any purpose for which they are not designed or reasonably suited.

5.14 Alterations

Not, without the Lender's prior written consent, make or suffer to be made any alteration or addition of a substantial nature in or to the Assets other than for the purpose of effecting repairs in accordance with clause 5.8.

5.15 Disposal

Not, without the Lender's prior written consent sell, attempt to sell, assign, charge, hire, lease, part with, share possession, dispose of, permit or suffer any distress or execution to be levied upon the Assets.

5.16 Statutory requirements

Not, without the Lender's prior written consent, use nor permit the Assets 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 Assets or their user and shall promptly execute or cause to be executed all works that are required by law to be executed upon or in connection with the Assets.

5.17 Value

Not, without the Lender's prior written consent, in any manner or by any means cause the value of the Assets to lessen or suffer them to be lessened, fair wear and tear excepted.

5.18 Further encumbrance

Not, without the Lender's prior written consent, create or permit to subsist or arise any further Encumbrance (other than a lien arising by operation of law in the ordinary course of the Company's business) ranking in priority to or pari passu with this Mortgage upon the Assets or on the interest of the Company in the Assets.

5.19 Annexure

Not, without the Lender's prior written consent, annex the Assets to any premises of the Company if the result of such annexure is that the Assets would or might become a fixture or fixtures.

6 Appointment of receiver

6.1 At any time after the Lender shall have demanded payment or discharge of any monies or liabilities or other sums secured by this Mortgage the Lender may appoint any person to be a receiver of the Assets 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 Company or at his option (but only with the prior written consent of the Lender) in the name of the Lender or at his option in his own name (and in any case notwithstanding the liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the Assets and in particular, but without prejudice to the generality of the foregoing, any such receiver shall have power:

- (a) to take possession of or collect and get in the Assets and for that purpose to take any proceedings in the name of the Company or otherwise as may seem expedient and for that purpose to enter upon any premises of the Company and sever, dismantle and remove the Assets, without being liable for any loss or damage thereby occasioned (other than through negligence);
- (b) to raise or borrow any monies that may be required upon the security of the Assets;
- (c) forthwith and without the restriction imposed by either section 103 or section 93 LPA 1925 to sell, convert into money and realise all or any part of Assets by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper;
- (d) to make any arrangements or compromise which he shall think expedient;
- (e) to make and effect all repairs, renewals and any improvements of the Assets as he may determine;
- (f) and to maintain or renew all insurances;
- (g) to appoint managers, agents, officers, and workpeople for any of these purposes at such salaries and for such periods as he may determine;
- (h) to lease, let on hire purchase, store, alter or improve all or any part of the Assets 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;
- (i) to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Assets;
- (j) to use the name of the Company 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 Company; and
- (k) to 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 Company.

6.2 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 Lender.

6.3 All monies received by such receiver shall be applied:

- (a) first in payment of his remuneration and the costs of realisation;



- (b) secondly in providing for the matters specified in the first three paragraphs of section 8 or section 109 LPA 1925 and for the purposes aforesaid; and
- (c) thirdly in or towards satisfaction of the monies secured by this Mortgage 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 LPA 1925 which provisions so varied and extended shall be regarded as incorporated in this Mortgage.

Any receiver so appointed shall be deemed to be the agent of the Company and the Company shall be solely responsible for his acts or defaults and remuneration.

7 Lender authorised to execute documents

The Company hereby irrevocably appoints the Lender and any receiver appointed by the Lender under the 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 Lender or by such receiver of the Assets under any power of sale, leasing or other applicable disposition thereto.

8 Other charges

Subject to clause 5.18 (Further encumbrance), if the Company creates a mortgage or charge (whether specific or floating) in relation to the Assets or any mortgage or charge (whether legal or equitable) on any premises of the Company, the Company shall promptly notify the Lender of the same and if requested so by the Lender shall procure from any mortgagee, chargee or debenture holder or other person having an interest (whether legal or equitable) in the Assets or any premises of the Company a waiver in such form as the Lender may require of all rights which the holder of such interest might otherwise be entitled to claim in the Assets.

9 Notices

- 9.1 Any notice or demand by the Lender shall be deemed to have been sufficiently given or made if sent by hand or prepaid letter post to the registered office of the Company or the address of the Company last known to the Lender.
- 9.2 Any notice by the Company shall be deemed to have been sufficiently given or made if sent by hand or prepaid letter to the registered office of the Lender.
- 9.3 Any such notice or demand shall be deemed to have been served on the:
 - (a) at the time of delivery if sent by hand;
 - (b) at the earlier of the time of delivery or 10.00 am on the day after posting (or, if the day after posting be a Sunday or any other day upon which no delivery of letters is scheduled to be made, at 10.00 am on the next succeeding day on which delivery of letters is scheduled to be made) if sent by prepaid letter post.
- 9.4 Each communication to be made under this Mortgage shall be made in writing.

10 Notice by Company to discharge the security

The Company may at any time give to the Lender 7 days' notice in writing of its intention to discharge this Mortgage and immediately upon expiration of such notice all monies secured by this Mortgage shall become payable.

11 Continuing security

This Mortgage shall be a continuing security and shall extend to cover the ultimate balance due from the Company to the Lender notwithstanding there may have been from time to time or at any time a balance to the credit of the Company on any account between the Company and the Lender 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 Lender including (without prejudice to the generality of the foregoing) any charge, deposit, guarantee, indemnity, lien, 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 Lender against the Company under this Mortgage.

12 Company's account may be closed on notice of second charge

12.1 If the Lender shall receive notice actual or constructive:

- (a) that the Company has, whether with or without the consent of the Lender, encumbered or (other than in the ordinary course of trading) disposed of any interest in the Assets; or
- (b) of any other matter being inconsistent with the provisions of this Mortgage and affecting the property and Assets,

the Lender shall be entitled to close any account of the Company and to open a new account in its name and if the Lender does not in fact close such account and open such new account it shall nevertheless be deemed to have done so and all monies paid to the credit of such closed account shall be placed or deemed to have been placed to the credit of such new account so opened or deemed to have been opened and no such monies shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on such account so closed but this provision shall not prejudice any security which apart from this provision the Lender would have had for the discharge by the Company of monies borrowed and liabilities incurred after that time.

12.2 The Lender shall have in addition to any general lien or similar right to which it may be entitled by law the right at any time and from time to time, either with or without notice to the Company, (as well before as after any demand under this Mortgage or otherwise) to combine or consolidate all or any of the then existing accounts with and liabilities to the Lender of the Company and/or to set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Company to the Lender on any other account or in any other respect, whether such liabilities be actual, contingent, primary, collateral, several or joint.

13 Retention of security

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

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

the Lender 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 Lender 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 Lender as security for the payment and discharge to the Lender of all or any monies and liabilities and other sums secured by this Mortgage or which shall or may become due and owing to the Lender 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.

14 Contracts (Rights of Third Parties) Act 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) 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.

15 Performance

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

16 English law

This Mortgage shall be governed by and construed in accordance with English law.

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

Schedule of Plant & Equipment lying at
259 Dukesway, Team Valley Trading Estate, Gateshead, Tyne and Wear, NE11 0QP.

The Assets

BLOCK / DEPARTMENT	PLANT NO.	DESCRIPTION
External Silos	TV129	Scan Flow aluminium vertical flour silo, capacity 30 tonnes, size 3.2m dia x 8.5m approx.
	TV132	Insulated stainless steel vertical Glucose silo with electric trace heating, capacity 20 tonnes, size 3.2m dia x 3.6m approx.
Hot Room		IBC glucose filling stand with pump, feed nozzle & valves
Tank Room		Scan Flow aluminium vertical sugar silo, capacity 40 tonnes, size 3.2m dia x 8.5m approx.
		Painted stainless steel vertical jacketed chocolate tank, capacity 25 tons, with electric heating, water header tank, pump, pipework and controls
Preparation Area	TV176	Scan Flow stainless steel hopper with weigh cells, blower & stainless steel hopper and controls
Preparation Area	TV160	Dust Extraction (Int) Ltd painted mild steel dust extraction unit, s/n 74000, year 1992, size 40m, 5.5kW, with ducting
Preparation Area	TV106	Russel 36" dia stainless steel and painted steel vibratory sieve
Preparation Area	TV106	Collette painted steel planetary mixer
Preparation Area	TV207	Russel 36" dia stainless steel & mild steel vibratory sieve (located in engineers)
Preparation Area	TV001	GEI Collette IMH600 mild steel planetary mixer, s/n 971HS060000424
Preparation Area	TV179	Aluminium flour hopper with load cell, FS81 rotary valve, s/n 19535, extraction hood and controls
Preparation Area	TV178	Scan Flow aluminium sugar hopper with load cell, pneumatic valve, tub lid, stainless steel ingredients hopper with load cell and controls
		Stainless steel jacketed electrically heated chocolate tempering kettle, 600mm dia x 900mm, with agitator and control panel

Preparation

Area

Preparation

Area

Main

Production

Area

4 Steven DP3000i RFS digital weigh scales, year 2012 each with 2 – platforms and frame

Orwak 3100 vertical baling press, s/n 78902, year 2004

Cookie production line 1, capacity 40 products/min, comprising:

Meincke stainless steel dough feeder with 950mm wide reduction roll, tub loader and control panel

Stainless steel framed continuous belt part inclined conveyor, 1000mm wide x 6m approx on painted mild steel frame

Stainless steel framed high level continuous belt extending conveyor, 1000mm wide

Meincke stainless steel twin roll extruder with mechanical wire cut off

Meincke Turbu stainless steel & painted mild steel four zone gas fired through feed oven, aperture 1150 x 200mm max, o/a length 34m, max temp 350oC with painted stainless steel framed continuous belt through feed conveyor, 1000mm wide x 47.5m approx, with 3- under belt and 1 – over belt cooling fans

TV005

Painted metal framed single roll press, 1050mm wide

TV007

Painted stainless steel framed wire mesh transfer conveyor, 1100mm wide x 650mm

TV008A

Collingwood Anticlockwise 175°C painted mild steel continuous belt transfer conveyor, s/n C/15194, 1300mm wide

Overhead stainless steel framed part inclined continuous belt transfer conveyor, 1100mm wide

Painted mild steel framed adjustable height/pivotal wire mesh capper bypass conveyor, 1050mm x 2m approx.

Painted mild steel framed declined continuous belt feed conveyor, 1050mm x 2m approx., with reject collection and take off conveyor

Meincke stainless steel framed overhead transfer conveyor, 1050mm wide

TV010A

Tanis Food Tec stainless steel fifteen head capping machine with infeed and through feed conveyors

Tanis Food Tec RP750 stainless steel cream depositor, s/n 96110, year 1996, with DTE HC-08.0-2T-LJA1 chiller, s/n D0757-D9606104, year 1996; stainless steel agitated cream tank, 800mm dia x 900mm, pipework; depositor head and controls

TV012/013

Tanis Food Tec RP100 stainless steel jam depositor, s/n 96111, year 1996, with heater unit, Alfa Laval heat exchanger, stainless steel agitated jam tank, 900mm dia x 960mm; pipework; depositor head and controls

TV011

Kecol 200 model 800CS vertical stainless steel drum pump, s/n 10134, with stainless steel mobile holding tank

Meincke stainless steel framed continuous belt pivotal transfer conveyor, 1050mm wide x 4.5m approx

TV014

Painted mild steel 180° continuous belt transfer conveyor, 1600mm wide

TV015

Meincke mild steel framed continuous belt transfer cooling conveyor, 1050mm wide x 7.9m approx

TV016

Painted mild steel framed wire mesh belt feed conveyor, 1100mm wide x 2m approx.

TV017

Sollich Enromat EMN1050 wire mesh throughfeed chocolate enrober, s/n 3430, year 1991

TV018

Sollich Solltemper Turbo MSV.750T electric heated two stage tempering unit, s/n 0944, year 1991

TV184

ICS TAE EVO 121 twin fan chiller, s/n 2200136231, year 2008

TV019

Sollich LK1050 painted mild steel through feed cooling tunnel, s/n 3431, year 1991, 1.2m wide x O/A length 20m approx, with insulated enclosure

TV19B

Gramac painted mild steel framed continuous belt transfer conveyor, s/n CS/8713/2/90, 1050mm wide x 3m approx

TV19C

Painted mild steel framed 90° continuous belt transfer conveyor, 1300mm wide

Loma Systems through feed conveyor

Painted mild steel framed 90° continuous transfer conveyor, 1200mm wide

Enclosed cool air environment room, with air conditioning chiller

	Stainless steel framed single to two lane product transfer/packing conveyor, with overhead continuous belt conveyor, 280mm wide x 9.7m approx and integral plastic link conveyor, 150mm x 3.75m approx
	GEI Europack stainless steel framed plastic slat 'S' type conveyor, s/n 6588/9, year 1998
TVE031	GEI Autowrapper automatic flow wrapping machine, s/n 6575, year 1998, with feeder and alignment conveyor, Markem Smartdate 2 coder, s/n 99 COC 1264, year 1998, and controls
TVM MD1	Safeline Signature metal detector, s/n SR80516, with conveyor and auto reject
	Garvens Automation S2 checkweigher, s/n 320054, year 1999, with conveyor and auto reject
	Stainless steel framed continuous belt conveyor
	Rose Forgrove Flowpack Merlin RF305 flow wrapping machine, s/n 50791, year 2002, with feed conveyor, Markem 9064 coder (TV162)
	Safeline Signature metal detector, s/n SR80520, with conveyor and auto reject
	Cintex CS4000 checkweigher, s/n 4993C, with conveyor and auto reject
TV191	Painted mild steel framed plastic 'S' type conveyor, 180mm wide, with merge section
	Painted mild steel framed two tier continuous belt conveyor
	Inclined continuous belt transfer conveyor, 380mm wide x 1.7m approx
TV194	Brook Series rotary packing table, 1600mm dia
	Slat SM11-89 case taping machine, s/n 15438, year 1991
	Painted mild steel framed continuous belt transfer conveyor, 400mm wide x 4.5m approx
	Plastic slat continuous belt transfer conveyor, 65mm wide
TV195	Painted mild steel framed part inclined overhead continuous belt transfer conveyor, 380mm wide
TV197A	Flex-Link plastic slat continuous belt conveyor, 65mm wide
	Miscellaneous conveyoring serving warehouse
	Associated equipment including controls and ancillary items
	2 Stainless steel jacketed and electrically heated chocolate tanks, capacity 3 tonnes approx each, with agitator, vibratory sieves, pumps and pipework, shared control system (serving lines 1 & 2)
	2 Stainless steel jacketed and electrically heated chocolate tanks, capacity 3 tonnes approx each, with agitator, vibratory sieves, pumps and pipework, shared control system (serving lines 1 & 2)
	Stainless steel jacketed and electrically heated Gluten Free chocolate tank, capacity 2 tonnes approx, with agitator, pumps and pipework (serving line 1)
	AE Nielsen stainless steel jacketed and electrically heated chocolate tank, s/n 830607, capacity 1 tonne approx, with agitator, pumps, pipework and controls (serving lines 1 & 2)
TV187	Stainless steel jacketed and electrically heated chocolate tank, with agitator, pumps, pipework and controls (serving lines 1 & 2)
Main Production Area	Cereal bar production line 2, comprising:
	Sollich triple roll sheeter, roll size 820mm wide with dough depositing hopper
	Sollich single water chilled roll levelling machine
TV189	Tricool F water chiller, s/n TC08
	Meincke stainless steel duster
	Single compression roll
	Sollich stainless steel forming roll
	Sollich LK820 throughfeed cooling tunnel, s/n 3065, year 1988, o/a length 14m approx., with insulated enclosure and continuous belt throughfeed conveyor
	ICS TAE EVO 161 chiller, s/n 22001 58446, year 2010
	Sollich SSC800/1000 product divider, s/n 0287, year 1988, with reject conveyor (off line)
	Painted mild steel framed spreading conveyor
	Sollich SGU 1050 product guillotine, s/n 288, year 1988, with continuous belt conveyor
	Painted steel framed continuous belt feed conveyor

	Sollich Enromat EMN1050 wire mesh through feed chocolate enrober, s/n 0451, year 1988
TV052	<p>Sollich Solltemper MSV 1000 electrically heated two stage tempering unit, s/n 0642, year 1988</p> <p>Sollich LK1050 through feed cooling tunnel, O/A length 16m, with insulated enclosure and continuous belt through feed conveyor, s/n 3067, year 1988</p> <p>ICS TAE081 single fan chiller, s/n 1200704516, year 1997</p> <p>Painted mild steel framed 90° continuous belt transfer conveyor</p> <p>Stainless steel continuous belt diverter with cross feed conveyor</p> <p>Enclosed cool air environmental room with air conditioning chillers</p> <p>Gramac painted mild steel framed continuous belt transfer conveyor, 4.6m approx</p> <p>Sollich GTS1050N painted mild steel framed 90° continuous belt transfer conveyor, s/n 0516, year 1988</p> <p>Painted mild steel framed continuous belt feed conveyor</p> <p>Lane 1 Packing:</p> <p>Stainless steel framed continuous belt transfer, turn and divert conveyor (3 sections)</p> <p>Ilapak Indy 2635 SS product collector/feeder, s/n 0531100001, year 2001</p> <p>Ilapak Carrera 2000PC flow wrapping machine, s/n 0500500017, year 2001, with Markem 9096s printer</p> <p>Safeline Signature metal detector, s/n SR48275, with conveyor and auto reject</p>
TVM CH5	<p>OCS HC stainless steel checkweigher, s/n 1100141, year 2005, with conveyor and auto reject</p> <p>Continuous belt transfer conveyor</p> <p>L-shape plastic link transfer conveyor</p> <p>Continuous belt transfer conveyor</p> <p>Lane 2 Packing:</p> <p>Rose Forgrove 455 flow wrapping machine, s/n 49533, year 1988, with feed conveyor and Markem Smartdate 2 coder, s/n 98 COC 11546, year 1998</p>
TVM MD7	Lock Metalchek 9 metal detector, s/n 005D4020, year 1995, with conveyor and auto reject
TVM CH4	<p>Driver Southall Pilot checkweigher, s/n F2915/0, with conveyor and auto reject</p> <p>Lane 3 Packing:</p> <p>Ilapak YPE Jag flow wrapping machine, s/n PM03, with feed conveyors</p>
TVM MD3	<p>Loma Systems IQ stainless steel metal detector, s/n AMC40727-14315, year 1999, with conveyor and auto reject (offline)</p> <p>Ishida DACS-W-0030SB/PB-1 checkweigher, s/n 500929, year 1999, with conveyor and auto reject</p> <p>Collingwood painted mild steel framed twin slat belt conveyor, s/n C/16885, with diverter</p> <p>Rose Forgrove Flowpack 100 flow wrapping machine, s/n 50545, year 1998, with feed conveyor, metal detector & Markem Smartdate 2 coder, s/n 99 COC 13544, year 1999</p> <p>Stainless steel framed 'S' type plastic link belt transfer conveyor</p> <p>Stainless steel framed twin conveyor packing station</p> <p>Kliklok Concorde K100R cartoning machine with carton denester, Hitachi PXR-D260W Inkjet printer, s/n PXR15917005, and Nordson hot melt gluer</p> <p>Gramac stainless steel framed 180° plastic slat transfer conveyor, s/n CS/7831/B/86, 250mm wide</p>
TVM CH6	<p>Garvens S3 stainless steel checkweigher, s/n 331518, year 2002, with conveyor and auto reject</p> <p>Stainless steel framed continuous belt transfer conveyor</p> <p>Slat SM11/88 case taping machine, s/n 20223, year 1993, with conveyor</p> <p>Painted mild steel framed roller transfer conveyor, 310mm wide</p> <p>Painted mild steel part inclined overhead continuous belt transfer conveyor, 380mm wide</p>
TV198B	<p>Trentpack 600 300THS film wrapper, with shrink tunnel, s/n 7701, year 2001 (offline)</p> <p>Miscellaneous conveyoring serving warehouse</p> <p>Associated equipment including controls and ancillary items</p>
Main Production	Cereal bar production line 3 (not in use), comprising:

Area

Sollich twin roll sheeter, roll size 750mm wide
 Single roll leveller, roll size 780mm wide
 Hutt FP200-800LA stainless steel triple roll depositor, s/n 51180-181, year 1988, with stainless steel hopper
 Hutt BFK 820L through feed cooling tunnel, s/n 85011, year 1987, 820mm wide x O/A length 14m, with continuous belt conveyor
 Hutt SG1000S stainless steel slitter, s/n 51003, year 1987
 Stainless steel and painted mild steel continuous belt cooling tunnel conveyor, 900mm wide x 13m approx
 Loma IQ stainless steel metal detector, s/n MD01, with conveyor and auto reject
 Hutt RDB 90/1270 90° continuous belt transfer conveyor, s/n 80174, year 1987

Main Production Area

Biscuit and cereal bar production line 4, comprising:
 Meincke/Sasib Bakery stainless steel dough feeder with 950mm wide reduction roll, tub loader and controls
 Stainless steel framed part inclined continuous belt conveyor, 1000mm wide x 6.7m approx, on painted mild steel frame
 Stainless steel framed high level continuous belt extending conveyor, 1000mm wide
TV003 Meincke stainless steel rotary biscuit moulder with outfeed conveyor
 Comas DFV type 1000 stainless steel twin roll extruder, s/n 3404, year 2002, with hopper feed and mechanical wire cut off
 Meincke Turbu stainless steel and painted mild steel four zone gas fired through feed oven, O/A length 38m, with continuous belt conveyor, single roll press, slitting rolls and 1 over belt and 2 under belt cooling fans
 Nicotra DDM10/8 E6G3704 IF4 P1V under conveyor cooling panel
 Over conveyor cooling hood with 3 fans
 Meincke painted mild steel framed wire mesh transfer conveyor, 1000mm wide x 0.63m approx
 Hutt MS1000 ZTB stainless steel guillotine, s/n 51005, year 1987, with through feed conveyor (off line)
 Meincke painted mild steel framed 180° continuous belt transfer conveyor, with 2 – cooling hoods and fans
 Meincke stainless steel and painted mild steel continuous belt transfer conveyor, 1050mm x 18m approx, with 2 cooling hoods and fans (1 offline)
 Meincke painted mild steel framed wire mesh transfer conveyor, 1050mm x 2m approx
 A E Nielsen painted mild steel framed through feed cooling tunnel, s/no's 830608 & 860615, 1100mm x 21.5m approx
 Painted mild steel framed 90° continuous belt transfer conveyor, 1300mm wide
 Safeline Certus metal detector, s/n SR55540, with conveyor and auto reject
 Sollich GTS 1050N 90°R 90° continuous belt transfer conveyor, s/n 0519, year 1988
 Meincke stainless steel and painted mild steel continuous belt transfer conveyor
 Lane 1 Packing:
 Fuji FW-340A Wrap-Ace flow wrapping machine, with feed conveyor, Markem Smartdate 2 coder, s/n 98 COC 10997, year 1998 and controls
TVM MD8 Safeline Signature metal detector, s/n SR59682, with conveyor and auto reject
 Ishida DACS-W-003-SB-PB-1 checkweigher, s/n 37063, year 1997, with conveyor and auto reject
 Painted mild steel framed continuous belt transfer conveyor
 Lane 2 Packing:
 Record/Ilapak Pantera flow wrapping machine, s/n 03 87 19, with feed conveyor and Markem 9064 inkjet printer, s/n 001066CD
TVM MD4 Lock Metalchek 9 MKII MF metal detector, s/n 13431, with conveyor and auto reject

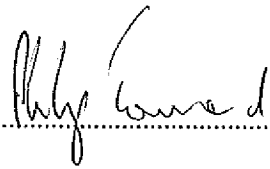
		Ishida DACS-W-003-SB/PB-1 checkweigher, s/n 38733, year 1997, with conveyor
		Kliklok Concorde K100R stainless steel cartoner with sectioned plastic slat through feed conveyor and auto reject and Nordson hot melt gluer
		Painted mild steel framed part inclined rubber continuous belt transfer conveyor, 330mm wide
		Painted mild steel gravity roller conveyor to warehouse
		Associated equipment including controls and ancillary items
Main Production Area	TV211	Cox Denholm Rotorack aluminium gas fired single door rack oven
Regrind Area	TV204	Biro 3-42 stainless steel cereal bar grinder, s/n 23722
	TV201	Urschel SL-A stainless steel mobile dicing machine, s/n 615
Cooking Area		2 – Yorkshire Process Plant stainless steel jacketed and steam heated mixing vessels with tilting action, size 950mm dia x 0.7m, with hydraulic lids, extraction and controls
Cooking Area Offline Equipment (Throughout Production)		Collette IMH 600 planetary mixer, s/n 881H60409
	TV198	JQP film wrapper, with electrically heated shrink tunnel
	TV200	Double D System Combina single head label applicator, year 2000
		Triple roll sheeter with mechanical wire guillotine
		Montpack N-R45/25 shrinkwrap heated tunnel, s/n 421, year 1998 (container)
		Mild steel chain feed conveyor/cartoner
		Ishida DACS-W-012-SB-PB-1 stainless steel checkweigher, s/n 500670, year 1997, with conveyor and auto reject
		2 Cintex CS 4000 combi stainless steel metal detector & checkweigher, s/no's 82042G & 82042E, year 2002
		Markem 9064 inkjet printer (formally line 4)
		RM Sealers RM0308 stainless steel mobile heat sealer
		Soco T-10 box taper, s/n 141-91, year 1990
		Clarke Strong-Arm CFC100 mobile crane, s/n C18505, capacity 1000 Kg
	TV209	Clarke FTC-2 mobile crane, s/n 104168, year 2000, capacity 2 ton
	TV208	Clarke StrongArm HDC100 mobile crane, s/n 76/2260
	TV205	Stainless steel trough type horizontal mixer, 1000 x 500 x 550mm max (container)
		Tricool Trim Mk IV chiller, s/n TC10 (container)
		Wolfking stainless steel horizontal ribbon mixer, 1500 x 700 x 750mm max (container)
	TV215	Bradman Lake SL50 stainless steel cartoner, s/n 585 2998 (container)
		Avery Weigh-Tronix E1010 III platform weigh scales, s/n 082350178, year 2009, capacity 150Kg
		10 - Stainless steel mobile mixing tanks, 1200mm dia
Test Kitchen		Mainca RM-90 horizontal Z-blade mixer, s/n 0736 (container)
		Argenta YS-W40J-1A floor standing dough mixer, s/n J0031, year 2012, capacity 6kg (flour)
		Rondo pastry brake, 450mm wide
		Heat sealer
Nut Room	Free	
Nut Room	Free	
Goods Inwards Warehouse	TV203	Holroyds steel rotary bowl chopper, 900mm dia
Goods Inwards Warehouse		Urschel L-A stainless steel mobile dicing machine, s/n 533
	TV172	ACV HM gas fired boiler (serving domestic hot water) (EXCLUDED)
		Fulton 60J steam raising boiler, s/n F1011164B/25, year 2008, with blow down vessel, pumps, filter and associated equipment
	TV167	

Engineers' Shop		Payne pallet inverter, s/n 1254
		74 Bays of multi bay boltless pallet racking
		Freestanding refrigerated store room with refrigeration compressor and evaporator, size 4.2 x 4.2 x 3m approx
		Tote bin tilting unit with power washer
		Sealey BG200XL/98 8" double ended grinder
		Draper 6" disc and 4" bandfacing machine
Finished Goods Warehouse No 1		Colchester Triumph 2000 centre lathe
		Clarke Metalworker CMD1225 mill/drill, s/n 230608
		Clarke Weld DC Arc 260 welder
		Denbigh fly press
	TV217	Ingersoll Rand Nirvana N46 packaged air compressor, s/n 2730250, year 2003
	TV216	HPC Kaeser BS51 packaged air compressor
Finished Goods Warehouse No 2		Domnick Hunter refrigerated air dryer, s/n 2662420002
		Owamat 4 oil/water separator
		Abbott welded mild steel air receiver
		132 Bays of Link 51 and miscellaneous multi-tier boltless pallet racking
		Packing line, comprising:
		Flexlink slat belt conveyor, 65mm wide
Finished Goods Warehouse No 2		Slat belt conveyor with product separator
		Slat belt conveyor
	TV233	Bradman Lake Bradlock SLO 300R end load cartoning machine, s/n 45801 288, with Nordson hot melt gluer
		Hitachi PXR inkjet printer, s/n PXR15948005
	TV234	Tech Products continuous belt conveyor
		Soco System T-10 carton taper, s/n 052-08 (off line)
Finished Goods Warehouse No 2		Siat SM2 carton taper, s/n 20286, year 1993
		Gravity roller conveyor, 3m approx
	TV236	3M-Matic 700A-E type 396-0 case taper, s/n 8308, year 1997
	TV230	ITW Mima System Mimalite surface mounted stretch wrapper, s/n 752545-3, year 2000
		46 Bays of Link 51 and miscellaneous multi tier boltless pallet racking
Laundry Room Yards/Loading Bay Yards/Loading Bay		Painted steel framed three tier Gravity roller conveyor
		Tipla 65 II battery electric ride-on wet floor cleaner
	TV238	Huebsch HU05ONMTJIGIW03 gas fired commercial tumble dryer, s/n 0510007213, year 2005
		Kel-Pack K3500 hydraulic waste compactor, s/n R1045, year 2008
		Effluent treatment plant, including filters, pumps, settling tank, screen with hopper and tank, treatment tank, pipework and associated equipment




Close Brothers
Leasing

Executed as a deed by
Close Leasing Limited
acting by two authorised signatories

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Authorised Signatory

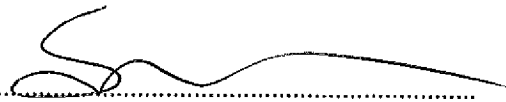
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Authorised Signatory


) Print Name

Executed as a deed by
Northumbrian Fine Foods Limited
acting by two directors or by a director and its
secretary

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Director

) Print Name STEWART HOUNSCROFT

) 
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Director/Secretary

) Print Name

MELVYN BUGLER