



Registration of a Charge

Company name: **BREAD AHEAD LTD**

Company number: **08212925**



X9K18205

Received for Electronic Filing: **16/12/2020**

Details of Charge

Date of creation: **27/11/2020**

Charge code: **0821 2925 0002**

Persons entitled: **CLOSE LEASING LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **HELEN KELLY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8212925

Charge code: 0821 2925 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2020 and created by BREAD AHEAD LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2020 .

Given at Companies House, Cardiff on 17th December 2020

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

Dated 27/11/20

CLOSE LEASING LIMITED

AND

BREAD AHEAD LIMITED

**CHATTEL MORTGAGE
(CUSTOMER)**

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This Mortgage is made on

Between

- (1) **Bread Ahead Limited** (No. 08212925) whose registered office is at Borough Market, Cathedral Street, London SE1 9DE (**Company**); and
- (2) **Close Leasing Limited** (No. 06377532) whose office is at Olympic Court, Third Avenue, Trafford Park Village, Manchester M17 1AP (**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)

Cost of Funds means the cost to the Lender (or any member of the Lender's Group of Companies) of borrowing to enable it to fund the transaction with the Company

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

Group of Companies means any companies which are members of the same group of companies for the purposes of the provisions for group relief contained in Part 5 of the Corporation Tax Act 2010

Intellectual Property Rights means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and

- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same granted by it or to it) of the Company (which may now or in the future subsist)

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 9 (Appointment of receiver)) all the powers conferred upon him by Schedule 1 of the Insolvency Act 1986

Value Added Tax means value added tax as provided for in any relevant legislation (including any primary or subordinate legislation of the European Union or any official body or agency thereof) and any tax similar or equivalent to value added tax or any sales or turnover tax and any similar tax replacing or introduced in addition to any of the same

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 and/or any member of the Lender's Group of Companies by the Company;
- (b) to discharge all liabilities now owing or after the Execution Date to become owing to the Lender and/or any member of the Lender's Group of Companies 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 calculated on a daily basis and compounded monthly at a rate of 4% per annum above the Lender's Cost of Funds for monies owing to the Lender by the Company or the Borrower, 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 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);
- (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;
- (c) that it is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation;

- (d) it has the power to own its assets and carry on its business as it is being conducted; and
- (e) that it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Mortgage and the transactions contemplated by this Mortgage.

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. If the Company fails to carry out such repair, the Lender may, but shall not be obliged, to do so (at the expense of the Company).

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 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.

5.11 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 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.

5.12 Use

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

5.13 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.

5.14 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.

5.15 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.

5.16 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.

5.17 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.

5.18 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 Indemnity

6.1 The Company shall promptly indemnify the Lender and every Receiver against any cost, loss or liability together with any associated Value Added Tax incurred by any of them as a result of:

- (a) the taking, holding, protection or enforcement of this Mortgage;
- (b) the exercise of any of the rights, powers, discretions and remedies vested in the Lender and each Receiver by this Mortgage or by law; and
- (c) any default by the Company in the performance of any of the obligations expressed to be assumed by it in this Mortgage.

6.2 The Company shall indemnify the Lender against any and all costs, losses, liabilities or expenses together with any associated Value Added Tax incurred by the Lender arising (directly or indirectly) out of or in connection with:

- (a) the design, manufacture, possession, use, operation, redelivery or removal of the Assets, including those based on infringement of any patent or other intellectual property rights; or
- (b) any responsibility on the part of the Lender in respect of any clean-up, repair or other corrective action.

6.3 The Lender may indemnify itself out in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause and shall have a lien on this Mortgage and the proceeds of the enforcement of this Mortgage for all monies payable to it.

7 Power to remedy

7.1 If the Company fails to comply with any of the undertakings set out in clause 5, it shall allow and irrevocably authorises the Lender and/or such persons as it shall nominate to take such action on behalf of the Company as shall be necessary to ensure that it complies with those undertakings.

7.2 If the Company fails to perform any obligation or other covenant affecting the Assets, it shall permit the Lender or its agents and contractors:

- (a) to enter on the Company's premises;
- (b) to comply with or object to any notice served on the Company relating to the Assets; and
- (c) to take any action the Lender may consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.

- 7.3 The Company shall within 3 Business Days of demand indemnify the Lender against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 7.

8 Appointment of receiver

- 8.1 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.

8.2 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.

8.3 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.

9 Lender authorised to execute documents

The Company, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under this Mortgage. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 9.

10 Other charges

Subject to clause 5.17 (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.

11 Notices

11.1 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.

11.2 Any notice by the Company shall be deemed to have been sufficiently given or made if sent by hand or prepaid letter to the office of the Lender as detailed in this Mortgage above.

11.3 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.

11.4 Each communication to be made under this Mortgage shall be made in writing.

12 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.

13 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.

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

14.1 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 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.

14.2 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, (before and after any demand under this Mortgage or otherwise) to combine or consolidate all or any of the Company's then existing accounts with, and liabilities to, the Lender 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.

15 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.

16 Assignment

The Lender may assign, transfer, hold on trust or otherwise deal with all or any part of its rights and/or obligations under this Mortgage.

17 Severance

Each of the provisions contained in this Mortgage shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, the validity, legality and enforceability of each of the remaining provisions of this Mortgage under the laws of any jurisdiction shall not in any way be affected, prejudiced or impaired thereby.

18 Amendments etc

This Mortgage shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part except by the written agreement of the parties hereto.

19 Certificates etc

A certificate, determination, notification or opinion of the Lender as to any amount payable under this Mortgage will be prima facie evidence thereof except in the case of manifest error.

20 Contracts (Rights of Third Parties) Act 1999

The parties to this Mortgage 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.

21 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.

22 Counterparts

This Mortgage may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same document and either party may enter into this Mortgage by executing a counterpart.

23 English law

23.1 This Mortgage shall be governed by and construed in accordance with English law and all claims and disputes (including any contractual claims and disputes) arising out of or in connection with this Mortgage, its subject matter, negotiation or formation will be determined in accordance with English law.

23.2 The parties hereto submit to the exclusive jurisdiction of the English courts.

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

The Schedule

The Assets

Supplier: Bluecrow Projects Ltd

Invoice Number: 2467

Front of House HVAC System comprising of RHP AHU providing heating/cooling and ventilation
1016438

Mezzanine/Toilet HVAC System comprising of RHP AVU providing heating/cooling and ventilation

Bakery Fresh Air System comprising of Verso S AHU providing heating/cooling via Landlord
LTHW/condense water1016435

Dishwasher Extraction System comprising of condense canopy, fan/controls, silencers and ducting

Bakery Extraction System comprising of canopy to Main Cooking Line, extraction fan c/w controls,
silencers, ozone cubes x4

Flue Dilution System to Bakery Appliances comprising of flue ducting, dilution fan and controls

Pizza Flue Extraction System comprising of twin wall ducting, flue boost fan and controls

Heat Reclaim/Chilled Water condenser

Supplier: Mono Equipment

Invoice Number: 0038290

MK2 7 Lane PLC Aztec Fryer 415-3+N/% Turnover Float Fry System
Serial: 2000316094

27 x 18 Segmented 7 Lane Aztec Tray

Erika Record Atuomat Type 11 36PCS 30-100G
Serial: 3790

Supplier: UHS Group Ltd

Invoice Number: 34057

Qty	Details
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- 8 High Stool - Wooden Seat (480mm) Seat - Wood - UHS Wood Stain 06 (Jacobean).
Base - Metal - RAW - Clear Lacquer.
- 6 Low Stool - UPH Seat (480mm) Seat - Leather - Crest Leather - Selvage - Beaver. Base -
Metal - RAW - Clear Lacquer.
- 8 High Stool - UPH Seat (480mm) Seat - Fabric - Crest Leather - Old English - Bruciato. Base -
Metal - RAW - Clear Lacquer.
- 12 High Stool - UPH Seat (750mm) Seat - Leather - Crest Leather - Old English - Bruciato. Base
- Metal - RAW - Clear Lacquer.
- 24 High Stool - UPH Seat (650mm) Seat - Leather - Crest Leather - Selvaggio - Beaver. Base -
Metal - RAW - Clear Lacquer.
- 24 High Stool - UPH Seat (650mm) Seat - Leather - Crest Leather - Newcastle - Spice.
Base - Metal - RAW - Clear Lacquer.
- 24 High Stool - Wooden Seat (750mm) Seat - Wood - UHS Wood Stain 11 (Mid Oak Tint).
Base - Metal - RAW - Clear Lacquer.
- 16 High Stool - Wooden Seat (650mm) Seat - Wood - UHS Wood Stain 18 (New Medium
Oak). Base - Metal - RAW - Clear Lacquer.
- 8 Bread Ahead Barstool (900mm) Seat - Leather - Crest Leather - Selvaggio - Beaver. Base -
Metal - Black - Clear Lacquer. Extra Info - Provide holes on base unit for floor fixing (client
will fix these themselves)
- 24 Industrial Sled Dining Chair
- 8 Solid Oak Bench (1000mm) Frame/Legs - Stain - UHS Wood Stain 16 (Natural).
- 8 Bread Ahead Single Banquette (1000x550mm) Fabric Usage Figures - Back - Crest Leather -
Old English - Bruciato. Seat - Crest Leather - Old English - Bruciato. Extra Info - Frame: RAW
- Clear Lacquer
- 1 Bread Ahead Corner Banquette (1000x550mm) Fabric Usage Figures - Back - Crest Leather
- Old English - Bruciato. Seat - Crest Leather - Old English - Bruciato. Extra Info - Frame:
RAW - Clear Lacquer
- 3 Bread Ahead Double Booth (1580x550mm) Fabric Usage Figures - Back - Crest Leather -
Old English - Bruciato. Seat - Crest Leather - Old English - Bruciato. Extra Info - Frame: RAW
- Clear Lacquer
- 3 Seattle Zinc Tabletop (1620x700mm) - 40mm Thick Finish - Distressed - UHS Finish: Z3.
- 4 Carrara Square Tabletop (700x600mm) Finish - Polished.
- 4 IN-Base 400mm Square (Dining Height) INBASE8 (For tops up to 750sq and 800dia) Metal -
Lacquer - RAW - Clear Lacquer.
- 12 Butcher Block Square Tabletop 700x600mm Colour - Stain - UHS Wood Stain 16 (Natural).
Edge Finish - 40mm Thick - Square Edge

- 12 IN-Base 400mm Square (Dining Height) INBASE8 (For tops up to 750sq and 800dia) Metal - Lacquer - RAW – Clear Lacquer.
- 2 White Marble Square Tabletop 1200x700mm Finish - Polished.
- 2 Montague Bar Table 1160x660mm with 20mm Angle Section, 1040mm high. Top Finish - Lacquer - Raw clear lacquer.
- 2 Butcher Block Square Tabletop 1200x700mm Colour - Stain - UHS Wood Stain 16 (Natural). Edge Finish - 40mm Thick - Square Edge
- 2 Montague Bar Table 1160x660mm, 1020mm high. Metal - Lacquer - RAW - Clear Lacquer.
- 3 Hampstead Butcher Block (1600x800mm) Colour - Stain - UHS Wood Stain 16 (Natural). Edge Finish - 40mm Thick - Square Edge
- 6 Soda Table Legs COMPONENT Metal - Lacquer - RAW - Clear Lacquer.
- 3 Carrara Marble Tabletop (1600x800mm) Finish - Polished.
- 3 Montague Bar Table 1560x760mm with 20mm Angle Section, 1040mm high. Top Finish - Lacquer - Raw clear lacquer.
- 2 Brass Tabletop [Custom Size] 1600x800x40mm
- 2 Montague Bar Table 1600x800mm, 1020mm high Metal - Lacquer - RAW - Clear Lacquer.
- 4 Hampstead Butcher Block Top (2400x800mm) Colour - Stain – UHS Wood Stain 16 (Natural). Edge Finish - 40mm Thick - Square Edge
- 8 Co-Create Table A-Frame Base for 800W Tabletop - 730H Powder coat; Clear Lacquer.
- 1 Hampstead Butcher Block (1600x800mm) Colour - Stain - UHS Wood Stain 16 (Natural). Edge Finish - 40mm Thick Square Edge
- 2 "Co-Create Table A-Frame Base for 800W Tabletop - 730H Powder coat; clear lacquer "
- 1 Bread Ahead Bar Table "(6380x1040x400mm) Top Finish - Wood Stain - UHS Wood Stain 16 (Natural). Leg Finish - Lacquer. RAW - Clear Lacquer"
- 1 Bread Ahead Bar Table (1600x1040x400mm) Top Finish – Wood Stain - UHS Wood Stain 16 (Natural). Leg Finish - Lacquer. RAW - Clear Lacquer
- 1 Bread Ahead Bar Table (3180x1040x400mm) Top Finish – Wood Stain - UHS Wood Stain 16 (Natural). Leg Finish - Lacquer. RAW - Clear Lacquer
- 1 Bread Ahead Bar Table (1110x1040x400mm) Top Finish - Wood Stain - UHS Wood Stain 16 (Natural). Leg Finish - Lacquer. RAW - Clear Lacquer
- 1 Bread Ahead Bar Table (4300x1040x400mm) Top Finish - Wood Stain - UHS Wood Stain 16 (Natural). Leg Finish - Lacquer. RAW - Clear Lacquer
- 1 Bread Ahead Bar Table (7705x1040x400mm) Top Finish - Wood Stain - UHS Wood Stain 16 (Natural). Leg Finish - Lacquer. RAW - Clear Lacquer

Supplier: Catering Projects Ltd

Invoice Number: 13000

Cold-rooms

Foster Cold stores Model No. COLDROOMS Three compartment - CSQ52568-1A

Reference: Overall Dimensions: 4160mm (w) x 11060mm (d) x 2300mm (h) AFFL

Compartments: Room 1: Walk in Item 1.03 Fresh Meat 4160mm (w) x 2980mm (d) x 2300mm (h) AFFL

Room 2: Walk in Item 1.04 Dairy Chiller 4160mm (w) x 2900mm (d) x 2300mm (h) AFFL

Room 3: Walk in Item 1.02 Bakery Chiller 4160mm (w) x 5180mm (d) x 2300mm (h) AFFL

Insulation: Rooms 1 3: 75mm polyurethane (PUR)

Wall finish: Rooms 1 3: White PVC laminate internal/external Ceiling finish: Rooms 1 3: White PVC laminate internal/Smooth galvanised external

Flooring: Rooms 1 3: Floorless application

Lighting: Rooms 1 2: 1 x 1500mm twin low energy light, 1 light switch & surface mounted conduit

Room 3: 2 x 1500mm twin low energy lights, 1 light switch & surface mounted conduit

Doors: Rooms 1 3: 1 x hinged 900x1975mm c/w lockable handle Curtains: Rooms 1 3: PVC curtain

Refrigerant: Rooms 1- 3: R452a

Refrigeration equipment: Room 1: 1 x remote h/a hermetic unboxed system designed to maintain -2/+0°C c/w wall mounting brackets.

Water Cooled Condensing Unit

Control panel: White enclosure c/w volt free contact for connection to BMS by others & high/low audible/visual alarms.

Room 2: 1 x remote h/a hermetic unboxed system designed to maintain +1/+4°C c/w wall mounting brackets. Water Cooled Condensing Unit

Control panel: White enclosure c/w volt free contact for connection to BMS by others & high/low audible/visual alarms.

Room 3: 1 x remote h/a hermetic unboxed system designed to maintain +1/+4°C c/w wall mounting brackets. Water Cooled Condensing Unit

Control panel: White enclosure c/w volt free contact for connection to BMS by others & high/low audible/visual alarms.

Electrical requirements: Rooms 1 2: 230/1/50 20A motor rated electrical supply to the control panel location

Room 3: 400/3/50 32A motor rated electrical supply to the control panel location

Refrigeration installation: Installation based on Condensers to roof of cold-room.

Refrigeration installation carried out in line with & exceeding the Carbon Trust's Good Practice Guide.

Our installation also complies

with BS EN 378:1:2008 & the British Refrigeration Association standards as set out in document "Part 5 – Commissioning".

Shelving Units

EAIS Model No. EZN-4-6X18

EZ Store + Wire Shelving System, 4-tier, 1800mm W x 600mm D x 1800mm H, 275kg weight load capacity per shelf, grey nylon coated shelves & poles

EAIS Model No. EZN-4-6X12

EZ Store + Wire Shelving System, 4-tier, 1200mm W x 600mm D x 1800mm H, 300kg weight load capacity per shelf, grey nylon coated shelves & poles

EAIS Model No. EZN-4-6X15

EZ Store + Wire Shelving System, 4-tier, 1500mm W x 600mm D x 1800mm H, 275kg weight load capacity per shelf, grey nylon coated shelves & poles

EAIS Model No. EZN-4-6X18

EZ Store + Wire Shelving System, 4-tier, 1800mm W x 600mm D x 1800mm H, 275kg weight load capacity per shelf, grey nylon coated shelves & poles

EAIS Model No. EZN-4-6X18

EZ Store + Wire Shelving System, 4-tier, 1800mm W x 600mm D x 1800mm H, 275kg weight load capacity per shelf, grey nylon coated shelves & poles

EAIS Model No. EZN-4-6X12

EZ Store + Wire Shelving System, 4-tier, 1200mm W x 600mm D x 1800mm H, 300kg weight load capacity per shelf, grey nylon coated shelves & poles

EAIS Model No. EZN-4-6X15

EZ Store + Wire Shelving System, 4-tier, 1500mm W x 600mm D x 1800mm H, 275kg weight load capacity per shelf, grey nylon coated shelves & poles

EAIS Model No. EZN-4-6X18

EZ Store + Wire Shelving System, 4-tier, 1800mm W x 600mm D x 1800mm H, 275kg weight load capacity per shelf, grey nylon coated shelves & poles

CED Fabrications Ltd Model No. WALL SHELF 1550 x 350 2 tier wall shelf

CED Fabrications Ltd Model No. WALL SHELF 2600 x 350 2 tier wall shelf

Clean Air Systems and Installations LTD Model No. BESPOKE WALL SHELF Two Tier Wall Shelf

Clean Air Systems and Installations LTD Model No. BESPOKE WALL SHELF

2 x EAIS Model No. EZN-4-6X18 EZ Store + Wire Shelving System, 4-tier, 1800mm W x 600mm D x 1800mm H, 275kg weight load capacity per shelf, grey nylon coated shelves & poles

EAIS Model No. EZN-4-6X10 EZ Store + Wire Shelving System, 4-tier, 1000mm W x 600mm D x 1800mm H, 300kg weight load capacity per shelf, grey nylon coated shelves & poles

EAIS Model No. EZN-4-6X12 EZ Store + Wire Shelving System, 4-tier, 1200mm W x 600mm D x 1800mm H, 300kg weight load capacity per shelf, grey nylon coated shelves & poles

BESPOKE WALL SHELF Clean Air Systems and Installations LTD Model No. 750 x 520 Sloping basket shelf c/w: *Box tube brackets

SHELVING UNIT, WIRE EAIS Model No. EZN-4-5X12 EZ Store + Wire Shelving System, 4-tier, 1200mm W x 500mm D x 1800mm H, 300kg weight load capacity per shelf, grey nylon coated shelves & poles
Clean Air Systems and Installations LTD Model No. BESPOKE WALL SHELF 1350 x 540 Angled basket shelf c/w: *Box tube brackets

EAIS Model No. EZN-4-6X12 EZ Store + Wire Shelving System, 4-tier, 1200mm W x 600mm D x 1800mm H, 300kg weight load capacity per shelf, grey nylon coated shelves & poles

Clean Air Systems and Installations LTD Model No. BESPOKE WALL SHELF 1000 x 520 Sloping basket shelf c/w: *Box tube brackets

Clean Air Systems and Installations LTD Model No. BESPOKE WALL SHELF 1350 x 700 x 900 Wall bench c/w: *Void under for bins

Sink Bench and accessories

2 x Model No. PL18T-UK

Wall mounted wash trough Manufactured from 0.8mm chromium nickel steel Satin finished surface 40mm upstand Supplied with 38mm dome waste and mounting materials 442mm depth with tap holes

Clean Air Systems and Installations LTD Model No. BESPOKE SINK BENCH 1480 x 700 x 900 Sink unit c/w; *600 x 450 x 300 Sink *Local anti-drip edge *Void for bin *Base shelf under remainder *Door to front

TAP, SINGLE PEDESTAL Mechline Developments Model No. WRCT-500ML3 CaterTap 3" Lever, 1/2" deck mixer, two-hole, twin water feed, swivel spout, fitted with quarter-turn valves, chrome finish, WRAS

Mechline Developments Model No. WS3-KVS BaSiX Hand Wash Station, 300mm x 320mm x 195mm H overall, 260mm x 150mm deep bowl, (1) hands free swivel spout, knee operated & push front operated, includes: basin, drain boss, manual mixer, knee- valve, water hose, tap hole stopper, 304 stainless steel

Mechline Developments Model No. GP-DMI-STD-2 GreasePaK Drain Maintenance System, BATTERY operated compact dosing module, requires GP-MSGD5 Bio-Enzymatic Dosing Fluid, 'fluid empty' audible alarm, key-lockable, CE, BBA

Catering Projects Ltd Model No. FOG 60 to be installed to cover the single bowl pot wash sink.

Catering Projects Ltd Model No. FOG80 to be installed to cover the double bowl utensil wash sink.

Catering Projects Ltd Model No. FOG80 to cover the double bowl crockery wash sink.

Clean Air Systems and Installations LTD Model No. BESPOKE SINK BENCH 1860 x 670 x 900 Sink unit c/w: *600 x 450 x 300 Sink *Local anti-drip edge *Base shelf under

TAP, SINGLE PEDESTAL Mechline Developments Model No. WRCT-500ML3 CaterTap 3" Lever, 1/2" deck mixer, two-hole, twin water feed, swivel spout, fitted with quarter-turn valves, chrome finish, WRAS

BESPOKE OUTLET TABLE Clean Air Systems and Installations LTD Model No. 1550 x 725 x 900 Dishwash outlet table c/w: *Stub rollers *Waste outlet *Base shelf under

By Others Model No. UTENSIL WASHER - BY OTHERS Utensil Washer - LP4 S8 Plus

BESPOKE DOUBLE SINK BENCH Clean Air Systems and Installations LTD Model No. 2065 x 700 x 900 Double bowl sink unit c/w: *2 No 600 x 450 x 30 Sinks *Base shelf under

TAP, SINGLE PEDESTAL Mechline Developments Model No. WRCT-500ML3 CaterTap 3" Lever, 1/2" deck mixer, two-hole, twin water feed, swivel spout, fitted with quarter-turn valves, chrome finish, WRAS

TAP, SINGLE PEDESTAL Mechline Developments Model No. WRCT-500ML3 CaterTap 3" Lever, 1/2" deck mixer, two-hole, twin water feed, swivel spout, fitted with quarter-turn valves, chrome finish, WRAS

PRE-RINSE FAUCET ASSEMBLY Mechline Developments Model No. AJPR50-2 AquaJet Pre-Rinse Spray, 800 - 1120mm L, built-in inlet valve, heavy-duty coiled hose with restraining wire, STANDARD angled spray gun, gun hook, wall mounted

Mechline Developments Model No. BSXJTS600 BaSiX Janitorial Sink, overall 1150mm H x 500mm W x 600mm D, 430mm (max) x 280mm x 130mm hand-wash bowl, 400mm x 400mm x 200mm mop bowl, standard monoblock mixer nozzle, lift out mop strainer, removable service panel, waste fittings (excluding trap), adjustable feet, bracket, stainless steel construction

DRAIN DOSING SYSTEM Mechline Developments Model No. GP-DMI-STD-2 GreasePaK Drain Maintenance System, BATTERY operated compact dosing module, requires GP-MSGD5 Bio-Enzymatic Dosing Fluid, 'fluid empty' audible alarm, key-lockable, CE, BBA

Mechline Developments Model No. WS3-KVS BaSiX Hand Wash Station, 300mm x 320mm x 195mm H overall, 260mm x 150mm deep bowl, (1) hands free swivel spout, knee operated & push front operated, includes: basin, drain boss, manual mixer, knee-valve, water hose, tap hole stopper, 304 stainless steel

TAP, SINGLE PEDESTAL Mechline Developments Model No. WRCT-500ML3 CaterTap 3" Lever, 1/2" deck mixer, two-hole, twin water feed, swivel spout, fitted with quarter-turn valves, chrome finish, WRAS

GLASSWASHER, UNDERBAR TYPE Maida-Halcyon Model No. C451D C Range Glasswasher, under counter, soft touch controls, drain pump, 3 Cycles, Cycle times between 70 & 240 secs, wash tank 60°C, rinse boiler 65°C, built-in rinse aid & detergent dispenser, 450 x 450mm basket, (2) glass racks

Clean Air Systems and Installations LTD Model No. DISHWASH OUTLET TABLE 1350 x 540 Angled basket shelf c/w; *Box tube brackets

DISHWASHER, HOOD TYPE, PASS-THRU Maida-Halcyon Model No. C1035WS HR C Range Dishwasher, pass through, soft touch controls, corner or straight through, internal water softener, heat recovery, cycle times between 70 & 240 secs, wash tank 55°C, rinse boiler 78°C, built-in detergent & rinse aid, accommodates 500 x 500mm basket, racks included: (1) open, (1) plate, (1) cutlery

TAP, SINGLE PEDESTAL Mechline Developments Model No. WRCT-500ML3 CaterTap 3" Lever, 1/2" deck mixer, two hole, twin water feed, swivel spout, fitted with quarter-turn valves, chrome finish, WRAS

TAP, SINGLE PEDESTAL Mechline Developments Model No. WRCT-500ML3 CaterTap 3" Lever, 1/2" deck mixer, two hole, twin water feed, swivel spout, fitted with quarter-turn valves, chrome finish, WRAS

Mechline Developments Model No. AJPR50-2 AquaJet Pre-Rinse Spray, 800 - 1120mm L, built-in inlet valve, heavy-duty coiled hose with restraining wire, STANDARD angled spray gun, gun hook, wall mounted

Mechline Developments Model No. BSXJTS600 BaSiX Janitorial Sink, overall 1150mm H x 500mm W x 600mm D, 430mm (max) x 280mm x 130mm hand-wash bowl, 400mm x 400mm x 200mm mop bowl, standard monoblock mixer nozzle, lift out mop strainer, removable service panel, waste fittings (excluding trap), adjustable feet, bracket, stainless steel construction

Mechline Developments Model No. WS3-KVS BaSiX Hand Wash Station, 300mm x 320mm x 195mm H overall, 260mm x 150mm deep bowl, (1) hands free swivel spout, knee operated & push front operated, includes: basin, drain boss, manual mixer, knee-valve, water hose, tap hole stopper, 304 stainless steel

BESPOKE SINK BENCH Clean Air Systems and Installations LTD Model No. BESPOKE SINK BENCH 2400 x 700 x 900 Sink unit c/w: *280 x 400 x 300 Sink *400 x 400 x 300 Sink *Void under for fridge *Base shelf to remainder

TAP, SINGLE PEDESTAL Mechline Developments Model No. WRCT-500ML3 CaterTap 3" Lever, 1/2" deck mixer, two hole, twin water feed, swivel spout, fitted with quarter-turn valves, chrome finish, WRAS

HYDROTAP G4 CLASSIC CS Zip HydroTap Chilled, Sparkling, filtered water appliance featuring a single under bench command centre including full colour interactive touch screen display with pin code protection, 0.2 micron water filtration and 1 disposable CO2 cylinder.

Catering Projects Ltd Model No. HYDROTAP G4 CLASSIC CS Zip HydroTap Chilled, Sparkling, filtered water appliance featuring a single under bench command centre including full colour interactive touch screen display with pin code protection, 0.2 micron water filtration and 1 disposable CO2 cylinder.

Maidaid-Halcyon Model No. C515 WSD-DW C Range Dishwasher, under counter, soft touch controls, (3) cycles, cycle times between 70-240 secs wash tank 60°C, rinse boiler 78°C, built-in rinse aid & detergent dispenser, drain pump, break tank, internal automatic water softener, includes: (1) 500 x 500mm open basket rack & (1) 500 x 500mm plate basket rack

Fly Killer / Killing Grid

Mechline Developments Model No. CZPEPAT40S

CZP Energy Pro 40 Stainless Steel, electric grid, Flying Insect Killer, 408mm W x 105mm D x 256mm H, 80-100 sq. meter range of action, (2) energy saving UV lamps with shatter-proof sheath, three-way fixing- hanging, wall-mounted, or stand-alone, UK moulded 3-pin plug, 220- 240v/50/1-ph, 29.0 watts, 3 amps, plug and cord, CE, conforming to EU standards

Mechline Developments Model No. CZPEPAT40S CZP Energy Pro 40 Stainless Steel, electric grid, Flying Insect Killer, 408mm W x 105mm D x 256mm H, 80-100 sq. meter range of action, (2) energy

saving UV lamps with shatter-proof sheath, three-way fixing- hanging, wall-mounted, or stand-alone, UK moulded 3-pin plug, 220- 240v/50/1-ph, 29.0 watts, 3 amps, plug and cord, CE, conforming to EU standards

Mechline Developments Model No. CZPEPAT40S CZP Energy Pro 40 Stainless Steel, electric grid, Flying Insect Killer, 408mm W x 105mm D x 256mm H, 80-100 sq. meter range of action, (2) energy saving UV lamps with shatter-proof sheath, three-way fixing- hanging, wall-mounted, or stand-alone, UK moulded 3-pin plug, 220- 240v/50/1-ph, 29.0 watts, 3 amps, plug and cord, CE, conforming to EU standards

Bespoke Wall Bench

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 1255 x 950 x 900 Wall bench c/w: *Base shelf under *Two doors to front

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 3000 x 1400 x 900 Shaping table c/w: *40mm Thick Oak worktops *Heavy duty 40mm box tube construction *Void for ingredient bin *Base shelf under remainder

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 3000 x 1400 x 900 Shaping table c/w: stainless steel worktop *Heavy duty 40mm box tube construction *Void for ingredient bin *Base shelf under remainder

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 2800 x 700 x 900 Wall bench c/w: *Void under for hot cupboard *Void for warming drawer

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 1500 x 750 x 900 Wall table c/w: *Base shelf under

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 1500 x 750 x 900 Wall table c/w: *Base shelf under

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 2350 x 750 x 900 Wall table c/w: *Base shelf under

Clean Air Systems and Installations LTD Model No. BESPOKE WALL SHELF 1500 x 300 Two tier wall shelving c/w: Box tube brackets

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 500 x 860 x 900 Wall bench c/w: *Base shelf under *Door to front

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 1480 x 860 x 900 Wall bench c/w: *Void under for fridge

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 2600 x 860 x 900 Wall bench c/w: *Void under for fridge

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 2000 x 700 x 900 WALL BENCH

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 1960 x 700 x 900 Wall table c/w: *Void under for fridge

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 1960 x 300 Wall shelf
c/w: *Box tube brackets

Clean Air Systems and Installations LTD Model No. BESPOKE WALL SHELF 2000 x 300 Two tier
wall shelving c/w: *Box tube brackets

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 1800 x 710 x 900 Wall
bench c/w: *Base shelf under

2 x Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 1775 x 700 x 900
Wall bench c/w: *Base shelf under

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 2010 x 700 x 900 Sink
unit c/w: *400 x 400 x 300 Sink *Local anti-drip edge *Void for dishwasher

Clean Air Systems and Installations LTD Model No. BESPOKE WALL BENCH 2110 x 720 x 900
Dishwash inlet table c/w: *2 No 600 x 450 x 300 Sinks *Base shelf under

Doughnut Fryer By Others

By Others Model No. DOUGHNUT FRYER BY OTHERS
Mono Aztec Doughnut Fryer

Induction Range, Floor Model

Blue Seal Model No. IN514-CB

Evolution Series Heavy Duty Induction Cooktop, 900 mm, electric (4) 5 kW induction plates, 20 kW
total, 270 mm cooking zones, 6 mm thick ceramic glass cooking surface, automatic pan detection
switches cooking zone off when pan is removed

Bespoke Extract Canopy

Clean Air Systems and Installations LTD Model No. BESPOKE EXTRACT CANOPY 3510 x 1200 x
500 Wall mounted extraction canopy c/w: *Recessed LED lights *S/S Baffle filters

Clean Air Systems and Installations LTD Model No. BESPOKE EXTRACT CANOPY 3510 x 1200 x
500 Wall mounted extraction canopy c/w: *Recessed LED lights *S/S Baffle filters

Clean Air Systems and Installations LTD Model No. BESPOKE EXTRACTION CANOPY 1850 x 1500
x 500 Extraction canopy c/w: *Egg crate grill

Ovens and Cooking equipment

SERIES 206 OVEN - BY OTHERS AX TV SYNT OVEN

OVEN, ELECTRIC, ROTISSERIE Jestic Model No. ROT-975.5MLE Rotisol ROT-975.5MLE Grande
Flamme Millennium Rotisserie Oven, electric, floor model, 1025mm W, (5) stainless steel ""V"" shape

spits, 10/15 chicken capacity, (5) individual motors, tempered glass door, fully black enamel exterior, 13.3kw

ROT-975SRL Ambient Base Lux

ROT-975TPL PROTECTIVE ROOF ROT-975TPL Protective Roof for Millennium Rotisserie

By Others Model No. ROTO AVANT - BY OTHERS ROTO AVANT HR 80100

COMBI OVEN, ELECTRIC, 1/1 GN Unox Model No. XEVC-0711-EPL Chef Top Mind Maps™ Plus Combi Oven, electric, 843mm H, (7) GN 1/1 capacity, programmable menu, 67mm pitch, left hand opening (hinged on right), automatic cleaning, Internet ready, Multipoint core probe, Multitime, Mise en Place & Chef Unox auto cook functions, stainless steel interior & exterior, 11.7 kW 400V-3N"

GRP 825 Pollo Grid, 168mm H, grill up to 8 chickens, stainless steel, suitable for all GN 1/1 ovens

XEVQC-0011-E Stacking Kit for Chef top Mind Maps GN 1/1 Electric Ovens (for models: EVC-0311-E1R, XEVC-0511-EPR/E1R, XEVC-0711- EPR/E1R, XEVC-1011-EPR/E1R)

XWVRC-0011-L Low Open Stand, 305mm H, stainless steel, for Chef Top Mind Maps Ovens

COMBI OVEN, ELECTRIC, 1/1 GN Unox Model No. XEVC-0711-EPL Chef Top Mind Maps™ Plus Combi Oven, electric, 843mm H, (7) GN 1/1 capacity, programmable menu, 67mm pitch, left hand opening (hinged on right), automatic cleaning, Internet ready, Multipoint core probe, Multitime, Mise en Place & Chef Unox auto cook functions, stainless steel interior & exterior, 11.7 kW 400V-3N 7 ea GRP 825 Pollo Grid, 168mm H, grill up to 8 chickens, stainless steel, suitable for all GN 1/1 ovens

GRIDDLE, COUNTER UNIT, ELECTRIC Blue Seal Model No. EP516-B Evolution Series Heavy Duty Griddle, electric, bench model, 900 mm, 20 mm thick smooth mild steel plate, thermostatic control, stainless steel grease drawer, splashback, stainless steel finish, 12 kW 400-415v/50/3P+N+E, direct

Blue Seal Model No. E23M3 Turbofan® Convection Oven, electric, countertop, 610 mm wide, (3) 2/3 GN pan capacity, (3) wire racks, thermostat control, (1) drop down glass door, internal light, bi-directional reversing fan, stainless steel top & sides, supplied with (3) wire shelves 230-240v/50-60/1P+N+E, 3.0 kW, 12.0 amps, cord & plug (convection oven voltage)

Gozney Ltd Model No. BARBICAN 1650 Barbican 1650 Pizza Oven single burner

Mixers

Others Model No. 250 LITRE MIXER - BY OTHERS ESMACH SPIRAL MIXER

Model No. 60 LITRE MIXER - BY OTHERS 60 Litre Esmach Spiral mixer

Proovers

Model No. PROOVER - BY OTHERS Proover

WARMING DRAWER, FREE STANDING Alto-Shaam (FEM) Model No. 500-3D Halo Heat® Warming Drawer, wide, free standing, three drawers, 9 kg. - (1) GN 1/1 pan per drawer, holds up to 50 rolls per drawer, holding temperature gauge, up & down arrow keys, digital display, indicator light, on/off

power switch, 16° to 93° C thermostat, stainless steel pan & exterior, cULus, CE, EcoSmart®, UL EPH Classified, ANSI/NSF4 1 ea 230v/50/1-ph, 590w, 2.6 amps, CEE 7/7 plug, standard

Lamps

6 x Hatco Model No. DL-500 Decorative Lamp, Luminaire, (1) bulb type (not included), 216mm H x 156mm Dia. shade, 200-watt max, CE, cULus, UL EPH Classified, ANSI/NSF 4, Made in USA

6 x WHITE-CTD-240L Lamp Bulb, clear, coated, 40-watt price per each, 240 volts

6 x BCOPPER1 Bright Copper Plated Finish Colour to match unit finish

Refrigeration

Foster Refrigerator Model No. EP 1/2HSA EcoPro G2 Refrigerated Counter, two-section, 1415 mm wide, 280 litre, stainless steel work top, (4) 1/1 GN shelves, high grade 304 stainless steel exterior, aluminium interior (+1°/+4°C), ergonomic full height door handle, smartphone style LED temperature display, safety alarms, (6) lockable castors, end mounted self-contained refrigeration, MEPS A 1 ea Left section, 1/2 drawers (per section) 1 ea Right section, 1/2 drawers (per section)

Foster Refrigerator Model No. XR3H XTRA Refrigerated Counter, three-section, 1775 mm wide, stainless steel worktop, solid hinged doors, (3) 1/1 GN shelves, microprocessor controls, +2° to +8°C temperature range, fan assisted, stainless steel exterior, aluminium interior, castors, stainless steel exterior, aluminium interior, side mount self-contained refrigeration, 230v/50/1-ph, 10 amps, R290 standard refrigerant (MEPS C)

Foster Refrigerator Model No. XR2H XTRA Refrigerated Counter, two-section, 1330 mm wide, stainless steel work top, solid hinged doors, (2) 1/1 GN shelves, microprocessor controls, +2° to +8°C temperature range, fan assisted, stainless steel exterior, aluminium interior, castors, side mount self-contained refrigeration, 230v/50/1-ph, 10 amps, R290 standard refrigerant (MEPS C)

BLAST CHILLER, REACH-IN Foster Refrigerator Model No. XR35 XTRA Blast Chiller, one-section, chilling capacity 35 kg, +70°C to +3°C in 90 minutes, (1) solid hinged door, (10) 1/1 GN shelf positions, microprocessor controls, stainless steel interior & exterior finish, castors, bottom mount self-contained refrigeration, 230v/50/1-ph, 13 amps, R290 standard refrigerant

Foster Refrigerator Model No. XR2H XTRA two-section, 1330 mm wide, stainless steel work top, solid hinged doors, (2) 1/1 GN shelves, microprocessor controls, +2° to +8°C temperature range, fan assisted, stainless steel exterior, aluminium interior, castors, side mount self-contained refrigeration, 230v/50/1-ph, 10 amps, R290 standard refrigerant (MEPS C)

BACK BAR CABINET, REFRIGERATED Gamko Refrigeration UK Model No. MG2/250SD Noverta Bottle Cooler, undercounter, 900mm W, 250 litre capacity, (215) 330 ml bottle capacity, (2) sliding glass doors with lock, digital thermostat, +1° C / +18° C temperature range, automatic defrost, silver coloured skin plate interior, LED lighting, (2) adjustable shelves, anthracite exterior, 220-240v/50/1-ph, 140 watts

BACK BAR CABINET, REFRIGERATED Gamko Refrigeration UK Model No. MG2/250SD Noverta Bottle Cooler, undercounter, 900mm W, 250 litre capacity, (215) 330 ml bottle capacity, (2) sliding glass doors with lock, digital thermostat, +1° C / +18° C temperature range, automatic defrost, silver coloured skin plate interior, LED lighting, (2) adjustable shelves, anthracite exterior, 220-240v/50/1-ph, 140 watts

BACK BAR CABINET, REFRIGERATED Gamko Refrigeration UK Model No. MG2/250SD Noverta Bottle Cooler, undercounter, 900mm W, 250 litre capacity, (215) 330 ml bottle capacity, (2) sliding glass doors with lock, digital thermostat, +1° C / +18° C temperature range, automatic defrost, silver coloured skin plate interior, LED lighting, (2) adjustable shelves, anthracite exterior, 220-240v/50/1-ph, 140 watts

True Refrigeration UK LTD Model No. TPP-60 Food Prep Table: 8x 1/3 GN pan Solid Door Pizza Prep Table. True's pizza prep tables are designed with enduring quality that protects your long-term investment. Oversized, environmentally friendly (R134A) forced-air refrigeration system holds 33°F to 41°F (.5°C to 5°C). Complies with and listed under ANSI/NSF-7-1997-6.3. All stainless-steel front, top and ends. Matching aluminium finished back. Stainless steel, patented, foam insulated flat lids keep pan temperatures colder, lock in freshness, and minimize condensation. Extra-deep 19 1/2" (496 mm) full length removable cutting board included. Sanitary, high density, NSF approved white polyethylene provides tough preparation surface. Heavy duty PVC coated wire shelves. Foamed-in- place using Eco mate. A high density, polyurethane insulation that has zero ozone depletion potential (ODP) and zero global warming potential (GWP).

Gamko Refrigeration UK Model No. LG2/250GCS84 Noverta Bottle Cooler (low height), undercounter, 900mm W, 250 litre capacity, (215) 330 ml bottle capacity, (2) hinged glass doors with locks, digital thermostat, +1° C / +18° C temperature range, automatic defrost, silver coloured skin plate interior, LED lighting, (2) adjustable shelves, stainless steel exterior, 220-240v/50/1-ph, 140 watts, ETL, ECA Approved

MC Ltd (UK) Model No. F73/070 SS BM70 STD Bottle Cooler, standard worktop, top loading, 700mm W, (140) 330ml bottle capacity, (1) set of lockable solid sliding doors, stainless steel & painted grey interior with bottle shelves, bottle opener with catcher, stainless steel exterior, bottom mounted self-contained refrigeration, 1.5 amp, 230v/50/1-ph-ph

Foster Refrigerator Model No. HR 150 HR150 Undercounter Refrigerator, reach-in, one-section, 605 mm wide, 150 litre, (2) shelves, stainless steel door, stainless steel exterior, aluminium interior, door locks, (+3°/+5° C) ergonomic full length door handle, LED temperature display, roller castors to rear and levelling bolts to front, R290 refrigerant, rear mounted self-contained refrigeration, MEPS A+

Foster Refrigerator Model No. EP 1/2HSA EP1/2HSA EcoPro G2 Refrigerated Counter, two-section, 1415 mm wide, 280 litre, stainless steel work top, (4) 1/1 GN shelves, high grade 304 stainless steel exterior, aluminium interior (+1°/+4°C), ergonomic full height door handle, smartphone style LED temperature display, safety alarms, (6) lockable castors, end mounted self-contained refrigeration, MEPS A

Foster Refrigerator Model No. HR 150 HR150 Undercounter Refrigerator, reach-in, one-section, 605 mm wide, 150 litre, (2) shelves, stainless steel door, stainless steel exterior, aluminium interior, door locks, (+3°/+5° C) ergonomic full length door handle, LED temperature display, roller castors to rear and levelling bolts to front, R290 refrigerant, rear mounted self-contained refrigeration, MEPS A+

VENTILATED CHILLED INTEGRAL SERVE OVER FOR PATISSERIE Valera Model No. MINIMAL V-MIN-VT-CG 1650 Type of Glass VDB-UV Square low glass with rear acrylic sliding doors Decor - Minimal lacquer: White RAL 9003 End Panels -Celuka Lacquer Superstructure -Silver aluminium Rear Serving Shelf stainless Front Skirting Stainless Temperature Range +2/4°C Power requirements 13 amp

VENTILATED CHILLED INTEGRAL SERVE OVER FOR PATISSERIE Valera Model No. MINIMAL V-MIN-VT-CG 2050 Type of Glass VDB-UV Square low glass with rear acrylic sliding doors Decor -

Minimal lacquer: White RAL 9003 End Panels -Celuka Lacquer Superstructure -Silver aluminium Rear Serving Shelf stainless Front Skirting Stainless Temperature Range +2/4°C Power requirements 13 amp

Cabinets

HOLDING CABINET Jestic Model No. CVA-HA4522 CVAP® HA4522 Holding Cabinet, full size, 22 cu. ft., electronic differential control with fan, (14) adjustable rack supports, field reversible door hinges, water fill operated manually, full-perimeter insulated, load limit 65 lbs. (29.25 kg) per rack, includes: (2) locking & non locking heavy-duty non-marking castors, stainless steel construction, supplied with 84" power cord & plug

Counterline Ltd Model No. IMHC12 idesign® Hot Cupboard, 1242mm, roll under, (1) midshelf, (2) sliding doors, polished stainless-steel construction, (4) casters, 220- 240v/50/1ph, 2.5 kw, 1500mm lead & 13amp plug top

BESPOKE COSSH CUPBOARD Clean Air Systems and Installations LTD 500 x 500 x 1800 COSHH cupboard c/w: *3 No Adjustable shelves

Coffee Machines

FILTER COFFEE BREWER FOR GLASS DECANTERS Hendi UK Ltd Model No. 208533 Profi Line Coffee Brewer for Glass Decanters, manual fill, (2) warmers (1 upper & 1 lower), 6-minute brew time, (1) brewer, (1) 1.8 litre glass decanter included, polypropylene filter pan, 230v, 2020 watts

2 x Fracino Contempo Espresso Coffee Machine Automatic 3 Group; Capacity 20 Ltr Dimensions 575(H) x 785(W) x 500(D)mm Supplier Model Number CON3E Voltage 230V Weight 84kg

2 x Fracino Luxo Coffee Grinder 55db Silver; Dimensions 625(H) x 285(W) x 405(D)mm Supplier Model Number LUXO/SILVER Voltage 230V

Weight 15.5kg

Trays and Misc Items

2 x BUN DIVIDER BY OTHERS Bun Divider

ICE MAKER (CUBE) WITH INTEGRAL STORAGE BIN Hoshizaki UK Model No. IM-240NE-21 IM Series Ice Maker with Bin, extra small cube ice, 200kg production/24hrs, 110kg bin capacity, stainless steel exterior, air- cooled, (4) legs add 90mm to height (adjustable to 135mm), 220- 240v/50/1-ph, 1.32kW 1 ea 9320-52 Water Treatment system, 4HC twin filter

MODULAR ICE MAKER (NUGGET) Hoshizaki UK Model No. FM-300AKE-HCN-SB FM Series Ice Maker, nugget ice, modular, 292kg production/24hr, air- cooled, hydro carbon, stainless steel exterior, self-contained, R290 Hydrocarbon refrigerant, 220-240v/50/1-ph, .90kW, Select ice storage bin 1 ea B-140SA Ice Storage Bin, approximately 110kg bin capacity, maximum 140kg, for IM, KM, FM Series modular icemakers, stainless steel (bin is supplied with drainage hose and fittings)

WASTE/TRASH CONTAINER EAIS Model No. WBSJ60G Slim Jim® bin, 508 x 279 x 632mm high, 60 ltr capacity, grey

2 x Round polymer bin, 500 dia x 580mm high, 76 ltr - GREY

BESPOKE BAR FABRICATION Clean Air Systems and Installations LTD 4115 x 680 x 850 Bar fabrication c/w: *Three compartment ice well *Inset speed rail

Clean Air Systems and Installations LTD Model No. BESPOKE MARBLE PREP TABLE 2165 x 750 x 900 Heavy duty marble table c/w: *20mm White Carrera Marble top *Base shelf under

Bespoke Fabrication Model No. BESPOKE COFFEE COUNTER Bespoke coffee counter void under for 2 door fridge knock out drawer cupboards under sink unit in worktop void for single door fridge

EAIS Model No. PBAK-15 Premier Racking Bakery Trolley, 15-tier, 585mm W x 840mm D x 1700mm H, 90 pitch, profile 457mm, fits 762mm x 457mm pans, 20kg max load per level, 200kg max load per unit, 304 stainless steel, (4) castors (2 with brakes), bumpers

9 x TILL BY OTHERS

Supplier: Bread Ahead Ltd

Invoice Number: BreadCBIL1

1 X DIHR LP4 S8 PLUS dishwasher, rack dimensions 1350mm x 725mm

Serial: Br00756

1 X 6 rack prover, 2m x 3m

Serial: Br00757

Part 2 - Borough Market Ovens

3 X 20 runner confectionary racks to suit 30" x 18" trays

60 X 30" x 18" x 1" ali trays, lipped

3 X 10 runner confectionary racks to suit 30" x 18" trays

1 X 20 runner racks 1780 high special sizes

2 X runner confectionary racks to suit 30" x 18" trays

1 X 1200 x 850 x 850 mobile table mounted on 4" white nylon plate fit 200 up to rear left and right drop on under shelf

2 X 30" x 18" x 750 high stainless steel top 2 fixed castors to rear, swivel braked LL, all stainless steel plate fix blue panel to rear runner 30 x 75

1 X compactor COM134-BBBBBB ex-dem Cpm4Mts538Hsrh-Deg F+ clock + Gpods - Element No 240103/317

Serial: 16K23AA02

1 X MM415 ex-dem everlasting Retarder prover FL100 LH hinge 30 x 18 trays new touch

Serial: 92056

2 X Compactor CPMK4MTS 4-6-8 Ovens

Serial: 17B28AB01 and EO184214

1 X European water treatment system

1 X La Marzocco Strada EP 2 groups

1 X Robur E Mazzer Grinder

1 X BWT Bestmax Premium XL

2 X BWT Bestmax Filter Head

1 X Mono DCA doughnut fryer complete with trays

Serial: TC6706

1 X Hobart 40QT guarded planetary mixer complete with bowl and 2 x tools, model HSM40

Serial: 97-0195-016

Executed as a deed by SARAH GOWARDS

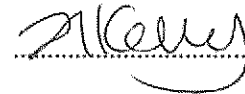


(attorney's signature)

as attorney for and on behalf of
Close Leasing Limited under a power of
attorney dated 11/4/2020

in the presence of

Signature of witness



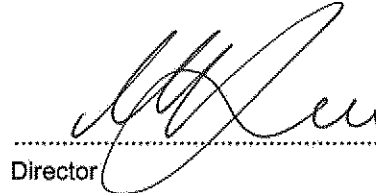
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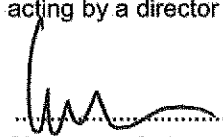
HELEN KELLY

Address

OLYMPIC COURT, THIRD AVE,
MANCHESTER, M17 1AP.

Executed as a deed by
Bread Ahead Limited
acting by a director in the presence of


Director


Signature of witness

Name CUVY SYMMONS

Address 54 NETHERAVON ROAD

LONDON W4 2NB