

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

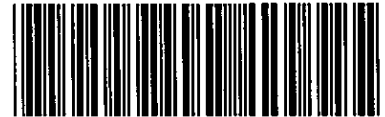
What this form is NOT for
You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at www.companieshouse.gov.uk

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

You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record

THURSDAY



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A33

02/05/2013

#258

COMPANIES HOUSE

1 Company details

Company number

Company name in full

9 For official use

→ **Filing in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date

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

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

Name

Name

Name

Name

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

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

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Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

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

- Yes
 No

6

Floating charge

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

- Yes Continue
 No Go to Section 7

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

- Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- Yes
 No


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Particulars of a charge

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Trustee statement

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

 This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

DLA PIPER UK LTD

X

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

MR01

Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Zoe Slagle

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

Country/Region

Postcode

L	S	1	4	B	Y
---	---	---	---	---	---

Country

DX DX: 12017 LEEDS

Telephone 08700 111 111

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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

Important information

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

How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6541251

Charge code: 0654 1251 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2013 and created by DAVID WOOD BAKING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2013.

DX

Given at Companies House, Cardiff on 9th May 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CHATELS MORTGAGE


by

David Wood Baking Limited

in favour of

**Clydesdale Bank PLC (trading as both
Clydesdale Bank and Yorkshire Bank)**

Date: 29 April 2013

 A PIPER
I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL
DATE 30/4/2013
SIGNED DLA PIPER UK LLP
BY A PIPER UK LLP

CHATELS MORTGAGE
dated 29 April 2013
by

Company Name:	David Wood Baking Limited
Company Number:	06541251
Registered Office:	1 Calverley Road, Oulton, Leeds
("the Mortgagor")	

in favour of.

Name.	Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank)
Registered Number	SC001111
Registered Office	30 St Vincent Place, Glasgow, G1 2HL
Details for Notices:	
Address	Business Lending Services, 20 Merron Way, Leeds LS2 8NZ
Fax	0113 807 2448 (CB) / 0113 807 2359 (YB)
Reference	David Wood Baking
("the Bank")	

comprising.

A legal mortgage (as detailed in Clause 2) over the goods more particularly described in the Schedule hereto together with all parts, accessories, additions and replacements in relation thereto from time to time, the benefit of all existing and future manufacturer's or supplier's servicing and maintenance contracts, warranties and guarantees

("the Goods")

in respect of:

All present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Mortgagor to the Bank, and in whatever manner and on any account

("the Secured Liabilities")

Other defined terms used in this Chattels Mortgage are as set out in Clause 23.

1. Undertaking to Pay Secured Liabilities

The Mortgagor

- 1 1 undertakes to pay and discharge the Secured Liabilities to the Bank or as the Bank may direct
 - 1 1 1 on the due date for payment or performance of the Secured Liabilities concerned as provided by the terms of any agreement or document constituting the same, and
 - 1 1 2 in the absence of any express provision for payment and performance of the Secured Liabilities concerned on written demand by the Bank,
- 1 2 agrees that if it shall fail to pay any part of the Secured Liabilities when due then such amount shall bear interest (after as well as before judgement and payable on demand) at 6% over the Bank of England Base Rate as it may vary from time to time from the due date until paid in full,
- 1 3 agrees with the Bank that a certificate signed by or on behalf of the Bank as to the amount, calculation or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Mortgagor

2 Mortgage Provisions

As a continuing security for discharge of the Secured Liabilities the Mortgagor as owner with full title guarantee assigns to the Bank by way of legal mortgage the Goods

3 Restrictions

The Mortgagor undertakes to the Bank that it will not (without the prior written consent of the Bank)

- 3 1 create or allow to subsist any Encumbrance over the Goods, or
- 3 2 sell, deal with, lease, licence or dispose of all or any of the Goods

4. Enforcement

At any time after the Bank has demanded payment of the Secured Liabilities or if the Mortgagor defaults in the performance of any of its obligations under this Mortgage the Bank may without further notice immediately exercise all rights, powers and remedies available to it by law including (without limitation)

- 4 1 to take possession of the Goods and for that purpose to enter upon any land or buildings where the Goods are or are reasonably thought to be situated without being liable to the Mortgagor for or by reason of such entry,
- 4 2 to appoint a person from time to time to act as receiver of the Goods,
- 4 3 discharge, release or compromise claims in respect of the Goods which have given or may give rise to any lien or encumbrance on the Goods in priority to this Mortgage or which are or may be enforceable by proceedings against the Goods,
- 4 4 to sell the Goods by public or private contract at any place in the world with or without advertisement or notice to the Mortgagor and upon such terms as the Bank in its absolute discretion may determine and so that the Bank has the power

in its discretion to postpone any such sale or to proceed to a forced sale without being liable for any loss resulting from such postponement or forced sale, and

- 4 5 pending sale of the Goods to manage, insure, maintain and repair the Goods and to employ or lay up the Goods in such manner and for such period as it may think fit and to do all acts incidental thereto as if it was the owner of the Goods and to recover any losses incurred as a consequence of taking any such action as aforesaid

5. Covenants and Insurance

- 5 1 The Mortgagor will not without the prior written consent of the Bank change the location of the Goods, allow any variation or release of any warranty or guarantee relating to the Goods, or carry out any works to the Goods which would affix it to the land on which it stands in a way which would make it form part of that land
- 5 2 The Mortgagor will from time to time deposit with the Bank all documents of title, invoices, contracts, warranties, insurance policies and guarantees relating to the Goods
- 5 3 The Mortgagor will keep the Goods in good condition and comprehensively insured to the Bank's reasonable satisfaction for its full reinstatement cost and in default the Bank (without becoming liable to account as mortgagee in possession) may enter any premises where the Goods are located and repair or insure the Goods
- 5 4 The Mortgagor will hold in trust for the Bank all money received under any insurance of the Goods and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Liabilities
- 5 5 The Mortgagor will if the Bank request affix and at all times maintain and display prominently on the Goods a notice in a form satisfactory to the Bank and will on request supply evidence of that to the Bank

6. Receiver

- 6 1 Any Receiver appointed by the Bank will have full power to sell, lease, licence, charge, deal with, dispose of and manage the Goods and do anything which he considers conducive or incidental to managing and realising the Goods or the income from the Goods and he may borrow any money he requires for those purposes
- 6 2 Joint Receivers may exercise powers jointly or severally
- 6 3 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

7. Bank's Right to Perform Mortgagor's Obligations

- 7 1 If the Mortgagor fails to perform any obligations imposed upon it by this Mortgage the Bank may but is not obliged to take such steps as in its opinion may be required to remedy such failure including making any payment
- 7 2 The Mortgagor shall indemnify the Bank from and against any sums expended by the Bank pursuant to Clause 7 1

- 7 3 All amounts payable under Clause 7 2 shall bear interest at 6% over the Bank of England Base Rate as it may vary from time to time from the date the same are incurred, computed and compounded monthly

8. Bank's Right to Set Off and Debit Accounts

The Mortgagor agrees that

- 8 1 any monies from time to time standing to its credit on any account with the Bank or with any other member of the Bank's Group may be retained as cover for and at any time, without notice to the Mortgagor, applied by the Bank in or towards payment or satisfaction of the Secured Liabilities or to the credit of any other account nominated by the Bank as security for any contingent or future liability of the Mortgagor to the Bank,
- 8 2 the Bank may debit any account of the Mortgagor with the Bank with the whole or any part of any amount due by the Mortgagor under this Mortgage whether any such account shall be overdrawn or may become overdrawn by reason of any such debit,
- 8 3 if the Bank exercises any right of set-off in respect of any liability of the Mortgagor and that liability or any part of it is in a different currency from any credit balance against which the Bank seeks to set it off, the Bank may use the currency of the credit balance to purchase an amount in the currency of the liability at the prevailing spot selling rate of exchange for the Bank as conclusively determined by the Bank and to pay out of the credit balance all costs, charges and expenses incurred by the Bank in connection with that purchase, and
- 8 4 the Bank shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Bank

9 Information Disclosure

The Mortgagor authorises the Bank to disclose information about the Mortgagor, this Mortgage, the Goods and the Secured Liabilities to

- 9 1 any party to whom the Bank has assigned or transferred or intends to assign or transfer its rights under this Mortgage,
- 9 2 any other person if required by law to do so,
- 9 3 any member of the Bank's Group, or
- 9 4 the Bank's auditors, advisors, applicable regulatory authorities, rating agencies and investors

10. Preservation of Rights

This Mortgage, the security constituted by this Mortgage and the rights, powers, remedies and discretions conferred by this Mortgage shall not be discharged, impaired or otherwise affected by

- 10 1 any legal limitation, disability, incapacity or other similar circumstance relating to the Mortgagor, or
- 10 2 any act or omission or other circumstances which but for this provision might operate to release the Mortgagor from its obligations in respect of the Secured Liabilities, in whole or in part

11. Rights Under this Mortgage

This Mortgage, the security constituted by this Mortgage and the rights, powers, remedies and discretions conferred by this Mortgage

11 1 shall be in addition to and independent of and shall not in any way prejudice or be prejudiced

- (a) by any collateral or other security, right, remedy or power whether at law or otherwise which the Bank may now or at any time after the date of this Mortgage have or hold for all or any part of the Secured Liabilities,
- (b) by any such collateral or other security, right, remedy or power becoming wholly or in part void or voidable or unenforceable, or
- (c) by the failure to perfect or enforce any such collateral or other security, right, remedy or power, and

11 2 may be enforced or exercised without the Bank first having taken action or obtained judgement against the Mortgagor, filed any claim to rank in the winding up or liquidation of the Mortgagor or having enforced or sought to enforce any other collateral, security, right, remedy or power whether at law or otherwise

12. Continuing Security

The security constituted by this Mortgage shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities

13. Notice of Subsequent Encumbrance

If the Bank receives or is deemed to have received notice of any subsequent Encumbrance or other interest affecting any part of the Goods and/or proceeds of sale or realisation of the Goods the Bank may open a new account or accounts for the Mortgagor in its books and if the Bank does not do so then, unless the Bank gives express written notice to the contrary to the Mortgagor as from the time of receipt or deemed receipt of such notice by the Bank all payments made by the Mortgagor to the Bank shall notwithstanding any appropriation by the Mortgagor to the contrary be treated as having been credited to a new account of the Mortgagor and not as having been applied in reduction of the Secured Liabilities

14. Suspense Accounts

All monies received by the Bank under this Mortgage may at the discretion of the Bank be credited to a suspense account and may be held in such account for so long as the Bank shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Secured Liabilities

15. Discharge and Avoidance of Payments

Any settlement or discharge between the Mortgagor and the Bank shall be conditional upon no security or payment granted or made to the Bank by the Mortgagor or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Bank) the Bank shall be entitled to recover from the Mortgagor the value or amount of such security or payment from the Mortgagor or to enforce this Mortgage to the full extent of the Secured Liabilities as if such settlement or discharge had not occurred

16. Remedies, Waivers and Consents

- 16 1 No failure or delay by the Bank in exercising any right, remedy or power under this Mortgage shall operate as a waiver and no single or partial exercise shall prevent further exercise of any right, remedy or power
- 16 2 Any waiver and any consent by the Bank under this Mortgage must be in writing to be effective and may be given subject to such conditions as the Bank thinks fit

17. Partial Invalidity

- 17 1 Each provision of this Mortgage will be valid and enforceable to the fullest extent permitted by law
- 17 2 If any provision of this Mortgage shall to any extent be invalid or unenforceable the validity and enforceability of the remaining provisions of this Mortgage will not in any way be affected Any invalid or unenforceable provision shall be modified to the extent necessary to make such provision valid and enforceable provided the Bank consents in writing to such modification

18. Power of Attorney

- 18 1 The Mortgagor irrevocably appoints the Bank and also as a separate appointment any Receiver severally its attorney and attorneys with full power to delegate for the Mortgagor and on its behalf, in its name and as its act and deed or otherwise to execute and deliver any document or any alteration, addition or deletion to any document which such attorney requires or deems proper in relation to this Mortgage or any perfection, protection or enforcement action in connection therewith
- 18 2 The Mortgagor hereby ratifies and confirms and agrees to ratify and confirm immediately upon request by the Bank or the Receiver the actions of the attorney appointed under Clause 18 1

19. Costs and Expenses

- 19 1 The Mortgagor shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Bank (including without limitation all amounts determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Bank or any attorney, manager, agent or other person appointed by the Bank in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignation, release or discharge of this Mortgage or actions, proceedings or claims in respect of this Mortgage or the Goods which costs, charges and expenses shall form part of the Secured Liabilities
- 19 2 All amounts payable under Clause 19 1 shall bear interest at 6% over the Bank of England Base Rate as it may vary from time to time from the date the same are incurred, computed and compounded monthly

20. Currency

- 20 1 The Bank may convert any monies received under this Mortgage from their existing currency of denomination into such other currency or denomination as the Bank may think fit

- 20 2 Any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency as conclusively determined by the Bank

21. Rights to Assign

- 21 1 The Bank may assign all or any of its rights under this Mortgage
- 21 2 The Mortgagor may not assign any of its rights or transfer any of its rights or obligations under this Mortgage without the prior written consent of the Bank

22. Communications

Each notice, consent and other communication in respect of this Mortgage

- 22 1 will be in writing (which includes by fax),
- 22 2 will be sent to the address or fax number most recently designated for this purpose by the recipient,
- 22 3 given to the Mortgagor will be effective when left at, or two Business Days after it is posted to, the relevant address or, in the case of a fax, on receipt by the Bank of a fax confirmation sheet, and
- 22 4 given to the Bank will be effective only on actual receipt by the Business Lending Services Department of the Bank or such other department as may be notified to the Mortgagor from time to time

23. Interpretation

In this Mortgage

- 23 1 "**Bank's Group**" means the Bank, any subsidiary of it, any holding company of it and any subsidiary of its holding company,

"**Business Day**" means any day (excluding Saturdays, Sundays and bank holidays) on which banks are generally open in the City of London for the transaction of normal banking business,

"**Encumbrance**" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security,

"**Receiver**" means an administrative receiver, receiver and manager or other receiver appointed pursuant to this Mortgage in respect of the Mortgagor or over all or any of the Goods,

"**subsidiary**" and "**holding company**" shall have the meanings given to them in Section 1159 of the Companies Act 2006 and "**subsidiaries**" shall mean all or any of them, as appropriate,

- 23 2 without prejudice to any requirement to procure consent to the same the expressions "Mortgagor" and "Bank" include their successors, assignees and transferees,
- 23 3 without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time, and

23 4 a person who is not a party to this Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Mortgage

24. Counterparts

This Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Mortgage

25. Governing Law and Submission to Jurisdiction

25 1 The governing law of this Mortgage is the law of England

25 2 The Mortgagor irrevocably

25 2 1 submits to the jurisdiction of the Courts of England, and

25 2 2 agrees that nothing in Clause 25 2 1 prevents the Bank or Receiver taking proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude the Bank or Receiver taking proceedings in any other jurisdiction

IN WITNESS WHEREOF this Mortgage has been duly executed and delivered as a Deed on the date first above written

**SCHEDULE
THE GOODS**

Make	Description	Serial number
Autobake	Autobake Serpentine MK123 Line with 4 heat zones, thermal oil heat source, Siemens Sinumatic PLC contro, machine sequence Egg Spray, Oven, Cooler, Blast Chill and outfeed Traywash, complete with Motoman UP20 electronically controlled industrial robot, 20kg payload, Yasnac XRC Controller	698123-06-03
Collette	Collett 300 ltr High Speed Mixer & Eurofours Ovens	8053226
JR Trolleys Ltd	Bowl Hoist with lift, cage, extra bowl and Collett Scanio type L7	8107
Raque	Raque Piston Filler, 6 lane model 1272-29-1	1050281
Baynflex	Baynflex 4 lane Pastry Press with hoist	4840
Lock Inspection Systems	Two Lock Inspection Systems Checkweighers model CK1500	15499-1, 15506-1
Adpak	Two Adpak Auto Sleeve Shrink Wrappers and Tunnels with tamping rollers	8929, 8969
Markem-Imaje	Three Inkjet coders	FR07231970, FR07231971, FR09370296
Acrivarn	Double D Oven with steam cascade and steam lance	92- 14739
Bradman Lake	Bonner C90 Cartoner, Bradlock Carton Erector and Nordson Hot Melt Adhesive System	1932950, 6189 1101, SA05J22105

This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.

SIGNED as a Deed by DAVID WOOD BAKING LIMITED

acting by

KAREN WOOD Director
(Print Full Name)

K Wood Director
(Signature)

in the presence of

Peter in John Witness

PETER ROBERT JUDSON Full Name

14 CASTLEY LANE Address

OTLEY LS21 2QB

SIGNED for and on behalf of CLYDESDALE BANK PLC by its duly authorised signatory

Authorised Signatory

Discharge

Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank) releases to the within named Mortgagor the Goods comprised in the Mortgage

SIGNED for and on behalf of CLYDESDALE BANK PLC (trading as both Clydesdale Bank and Yorkshire Bank) by its duly authorised signatory in the presence of

_____ Witness _____ Authorised Signatory
_____ Full Name

Business Lending Services, 20 Merrion Way,
Leeds LS2 8NZ

Date

(Company No 06541291)

("the Company")

EXTRACT from the minute of a properly convened and quorate meeting of the Board of Directors of the Company at which all appropriate interests were declared held at
on

- "1 It was explained that the purpose of the meeting was to consider and if thought fit, approve the terms of a Chattels Mortgage to be granted in favour of the Company's bankers Clydesdale Bank PLC ("the Bank")

- 2 IT WAS RESOLVED that following consideration of the terms of the Chattels Mortgage and consideration of the matters referred to in section 172(1) of the Companies Act 2006, the Chattels Mortgage and the transactions contemplated by it would promote the success of the Company for the benefit of its members as a whole and accordingly the Chattels Mortgage be signed on behalf of the Company by any director in the presence of a witness and delivered to the Bank "

Certified a true extract

Director

Date

ZS/LDSDP/84921/120065/UKM/49631957 1