



Registration of a Charge

Company name: **YORKSHIRE HALAL MEAT SUPPLIER LIMITED**

Company number: **04890289**



X4JCVYA9

Received for Electronic Filing: **03/11/2015**

Details of Charge

Date of creation: **23/10/2015**

Charge code: **0489 0289 0004**

Persons entitled: **BOWOOD FARMS LIMITED**

Brief description:

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: **BERMANS SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4890289

Charge code: 0489 0289 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd October 2015 and created by YORKSHIRE HALAL MEAT SUPPLIER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2015 .

Given at Companies House, Cardiff on 4th November 2015

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

CHattel MORTGAGE

Given by

YORKSHIRE HALAL MEAT SUPPLIER LIMITED

In favour of

**BOWOOD FARMS LIMITED (In Administration)
acting by its Administrators
Philip Deyes, Kevin Gerald Murphy and Andrew Poxon**

THIS DEED is made the 23 day of October 2015

BETWEEN:

- (1) **YORKSHIRE HALAL MEAT SUPPLIER LIMITED** incorporated and registered in England and Wales with company number 04890289 whose registered office is at Shan Buildings, Alice Street, Keighley, West Yorkshire, BD21 3JD (**Buyer** which expression shall include its successors and assigns);
- (2) **BOWOOD FARMS LIMITED** (in Administration) incorporated and registered in England and Wales with company number 02833151 whose registered office is at Red House Farm Catesby Nr. Daventry NN11 6LW acting by the Administrators (**Seller**); and
- (1) **PHILIP DEYES, KEVIN GERALD MURPHY and ANDREW POXON** as joint administrators of the Seller of Leonard Curtis Business Solutions Tower 12, 18/22 Bridge Street Manchester M3 3BZ (**Administrators**)

WHEREAS

- (a) The Administrators were appointed joint administrators of the Seller on 5 August 2015 by Bibby Financial Services Limited under paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (b) Under an Agreement of even date between the Seller, the Buyer, and the Administrators, the Seller sold such right, title and interest as it has in the Plant & Machinery and Properties (as defined in the Agreement) to the Buyer.
- (c) The Buyer has agreed to enter into this Chattel Mortgage to provide security to the Seller for the performance of the Buyers obligations to pay the consideration due under the Agreement.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this deed the following words have the meanings set down next to them:-

Agreement	means a the Sale Agreement dated on or around the date hereof between the Seller (1) the Administrators (2) and the Buyer (3)
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Receiver	a receiver and manager ;
Charged Assets	all assets, rights and property of the Buyer the subject of any security created hereby or pursuant hereto and each and every item included therein or part or parts thereof;
Secured Liabilities	all monies, obligations and liabilities covenanted to be paid by the Buyer to the Seller pursuant to Clause 2 of this Deed;
Security Period	the period beginning on the date of this deed and ending on the date upon which the Seller is satisfied that all the Secured Liabilities which have arisen have been unconditionally and irrevocably paid and discharged in full and the security hereby created has been unconditionally and irrevocably released and discharged in accordance with the terms of this Deed;
VAT	value added tax.

1.2 Any reference in this Deed to:

- 1.2.1 the **"Seller"** shall be construed so as to include an assignee or successor in title of the Buyer or any person who, under the laws of its jurisdiction of incorporation or domicile has assumed the rights and obligations of such party or to which under such laws the same have been transferred;
- 1.2.2 the term **"including"** shall be construed as meaning "including without limitation",
- 1.2.3 the **"winding up"** **"dissolution"** or **"administration"** of a company shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company is incorporated or any jurisdiction in which such company carries on business including the seeking of liquidation winding up reorganisation dissolution administration arrangement adjustment protection or relief of debtors (except in each case for the purpose of a solvent reconstruction approved in writing by the Seller).

1.3 Save where the contrary is indicated any reference in this Deed to a statute or statutory provision shall be construed as a reference to such statute or statutory provision as the same may be amended or re-enacted and all instruments orders plans regulations bye-laws permissions and directions made at any time thereunder.

1.4 Where a party to this Deed agrees to indemnify another party against any claim or liability in connection with any matter, the expression claim or liability (or other similar reference) shall be deemed to include all actions proceedings liabilities outgoings, costs (on a full indemnity basis) claims demands damages losses and expenses whatsoever directly or indirectly relating to or arising out of the subject matter under consideration.

1.5 Clause and Schedule headings are for ease of reference only.

1.6 Words denoting the singular number only shall include the plural number also and vice versa.

2. MONIES SECURED

The Buyer hereby covenants with the Seller that it will on demand pay and discharge to the Seller :

- 2.1 all monies and liabilities whether principal interest or otherwise which now are or at any time hereinafter may become due owing or incurred to the Seller by the Buyer arising under the or otherwise and all other liabilities whatsoever of the Buyer to the Seller whether actual or contingent and whether as principal debtor guarantor surety or otherwise;
- 2.2 all costs charges expenses and other sums whatsoever (including without prejudice to the generality of the foregoing any legal and other professional costs charges and expenses) on a full and unlimited indemnity basis howsoever incurred or to be incurred by the Seller or by or through any receiver attorney delegate sub-delegate substitute or agent of the Seller (including without limitation the remuneration of any of them) for any of the purposes referred to in this Deed or otherwise howsoever in relation to the Charged Assets and all other costs charges and expenses (whether in respect of litigation or not) incurred or to be incurred in the negotiation preparation completion protection realisation enforcement of, or the collection or recovery of any monies from time to time arising under, such security (or any security collateral or supplemental thereto) or in insuring inspecting repairing maintaining completion managing letting realising or exercising any other power authority or discretion in relation to the Charged Assets or otherwise incurred or to be incurred hereunder;
- 2.3 interest on each of the foregoing calculated day by day from demand until full discharge (as well after as before judgement) at 5 per cent per annum above the base rate of Lloyds Bank Plc from time to time in force and in respect of the sums specified in clause 2.1 interest shall accrue and be payable as from the dates on which the same are incurred or become due without the necessity for any demand being made for payment thereof.

3. CHARGING PROVISIONS

- 3.1 The Buyer with full title guarantee and as a continuing security for the payment of all the Secured Liabilities hereby charges by way of first fixed charge all the plant and machinery and other equipment listed in the Schedule hereto and all spare parts replacements modifications and additions for or to the same and the full benefit of all warranties and maintenance contracts in relation thereto.
- 3.2 The Buyer shall not during the Security Period without the prior consent in writing of the Seller:
 - 3.2.1 create or permit to exist any mortgage debenture charge pledge lien or other interest (whether express or arising by operation of law) on or affecting the Charged Assets ranking in priority to or pari passu with any charge created by this Deed; or
 - 3.2.2 sell lease hire or otherwise dispose of any of the Charged Assets or any interest therein or otherwise deal with any of the assets of the Buyer in a manner contrary to the provisions of clause 5.3.

None of the foregoing prohibitions in this Clause 3.2 shall be construed as limiting any powers exercisable by any Receiver appointed under this Deed as the agent of the Buyer.

4. BUYER'S REPRESENTATIONS

4.1 The Buyer hereby represents and warrants to the Buyer that :

- 4.1.1 it has power to enter into this Deed which does not contravene any of the provisions of its Memorandum and Articles of Association and has taken all necessary corporate and other action to authorise the execution delivery and performance thereof;
- 4.1.2 the execution and delivery of this Deed and compliance by the Buyer with the covenants and other obligations on its part contained in this Deed do not and will not violate in any respect any applicable provisions of any law or regulation to which it subject or of its constitution or of any mortgage charge agreement or other instrument to which it is a party or which may be binding on it or any of its assets;
- 4.1.3 this Deed creates the charge it purports to create ranking as herein provided and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Buyer or otherwise.

5. COVENANTS OF THE BUYER

The Buyer hereby covenants with the Seller that during the Security Period it:

- 5.1 shall carry on the conduct and procure its subsidiaries (so long as they respectively carry on business) to carry on the conduct of its affairs in a proper and efficient manner and shall not save with the prior written consent of the Seller make any substantial alteration in the nature of such affairs and shall keep and procure its subsidiaries to keep proper books and records and permit the Seller and any persons authorised by the Seller to have access to and to inspect the same;
- 5.2 shall keep such of the Charged Assets as are insurable insured in the joint names of the Buyer and the Seller or (if this is not possible the Buyer having used all reasonable endeavours to procure the same) with the interest of the Seller endorsed or noted on the policies in such manner as the Seller may require against loss or damage by fire and such other risks as the Seller shall from time to time consider necessary to the full reinstatement value thereof or as the Seller may decide with such insurance office or underwriters as may from time to time be approved by the Seller in writing;
- 5.3 shall punctually pay all premiums and other monies necessary for keeping the aforesaid insurances in force and on demand lodge the policies and receipts for such payments with the Seller and upon default of the same the Seller may (but shall not be obliged to) take out or renew such insurances in such sum(s) as the Seller may think expedient and all monies expended by the Seller under this clause 5.3 shall be deemed to be properly paid by the Seller;
- 5.4 shall apply all monies which may at any time be received or receivable under any insurances (whether effected by the Buyer or the Seller and whether or not effected in pursuance of the covenants in this clause) in replacing restoring or reinstating the Charged Assets in respect of which the monies were received or if

so required by the Seller after any demand hereunder towards the discharge of the monies hereby secured;

- 5.5 shall duly and punctually pay all rates rents taxes and other outgoings or sums and all other liabilities of whatever nature payable out of or in respect of any premises at which the Charged Assets may be kept or stored and shall indemnify the Seller from and against all and any liability in respect thereof whatsoever and however arising;
- 5.6 shall in relation to the Charged Assets;
 - 5.6.1 keep the same in good and substantial repair and condition and in good working order and renew service and overhaul the same as necessary and comply with all relevant legal requirements necessary for the operation thereof and not suffer the same to deteriorate in condition or value (otherwise than in the normal course of operation);
 - 5.6.2 in the event of any defect in the title satisfactory quality fitness for purpose condition or failure to correspond with the description of the same or of any parts or equipment supplied for incorporation therein or attachment thereto (whether such terms are contractual or statutory) and notwithstanding the provisions of clause 3.1 prosecute diligently all claims available to the Buyer in respect of such defect or failure against the supplier manufacturer or other person liable in respect thereof;
 - 5.6.3 maintain all log books manuals technical data and other materials and documents as are required by specific contracts normal trade practice or by law to be maintained on or with respect thereto and upon demand to deliver the same to the Seller;
 - 5.6.4 ensure that all persons having any interest in any premises at which any of the same (or any documents of title thereto) are kept (whether such interest arises as lessor lessee mortgagee or otherwise) waives in a form satisfactory to the Seller any right they may have to distrain upon or against the same;
 - 5.6.5 ensure that any replacements modifications renewals and additions to the same are the absolute property of the Buyer free of all liens charges or other encumbrances;
 - 5.6.6 if so required by the Seller affix thereto or to any part thereof such plaques name plates notices boiler plates notices or other forms of wording of reasonable size and type in a readily visible position as the Seller may require to the effect that the Seller has an interest in the same as Mortgagee;
- 5.7 shall furnish to the Seller its agents representatives and employees from time to time such financial statements information valuations and certificates regarding the assets and liabilities financial condition business and affairs of the Buyer as the Seller may require;
- 5.8 shall allow the Seller or its agents with or without surveyors workmen and others at all reasonable times to enter or inspect the premises upon which the Charged Assets may be kept or stored to view the state of repair thereof and to carry out at the Buyer's expense any repairs thereto which the Seller considers necessary

(without thereby becoming liable as a mortgagee in possession) and all monies expended by the Seller under this clause 5.8 shall be deemed to be properly paid by the Seller;

and in the case of default by the Buyer in the performance of any of the foregoing covenants the Seller may (but shall not be obliged to) do whatever may be necessary to make good such default and all sums expended by the Seller in that behalf shall be reimbursed by the Buyer to the Seller on demand and until so reimbursed by the Buyer shall be added to the Secured Liabilities and bear interest accordingly and the Seller may effect insurances in such amounts and against such risks as the Seller shall decide irrespective of whether the Buyer is in default in the manner described in clause 5.3 of this Deed.

6. POWER OF SALE

- 6.1 For the purposes of all powers implied by statute the Secured Liabilities shall be deemed to have become due and payable on the date hereof and the Seller may exercise the statutory power of sale conferred on mortgagees by the Law of Property Act 1925 free from the restrictions imposed by Section 103 thereof.
- 6.2 Immediately upon the Seller making demand upon the Buyer for payment and discharge in accordance with the provisions hereof the monies hereby secured shall be deemed to have become due within the meaning of Section 101 of the Law of Property Act 1925 and this security shall immediately become enforceable and the power of sale and other powers conferred by the said Section 101 as varied or extended by these presents and all other powers conferred upon the Seller by these presents shall be immediately exercisable.
- 6.3 The statutory powers of leasing conferred on the Seller shall be extended so as to authorise the Seller to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Seller shall consider expedient and without the need to comply with any of the provisions of Sections 99 and 100 of the Law of Property Act 1925 and for the purposes of Section 99 and 100 of the law of Property act 1925 the expression "mortgagor" shall include any encumbrancer deriving title under the original mortgage and Sections 99 (18) and 100 (12) of the Law of Property Act shall not apply.
- 6.4 The Seller shall so far as it is lawful be entitled to consolidate all or any of the securities created by or pursuant to this Deed with any other securities whether now in existence or hereafter created and accordingly the restriction upon the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to this Deed.
- 6.5 Section 109 (1) of the Law of Property Act 1925 shall not apply to this Deed.

7. APPOINTMENT OF RECEIVER

The Seller may at any time after it has demanded payment of the Secured Liabilities or if the Buyer so requests the Seller in writing (whether or not the Seller has entered into or taken possession of the Charged Assets) by writing appoint any person or persons (including a manager or official of the Seller) to be a Receiver of all or any of the Charged Assets upon such terms as to remuneration and otherwise as the Seller may from time to time think fit and may similarly remove any receiver and appoint another in his stead and any Receiver so appointed shall be the agent of the Buyer for all purposes and the Buyer shall be solely responsible for his contracts engagements acts defaults omissions and losses and for liabilities incurred by him for his misconduct and for his remuneration and

any such Receiver shall have all of the powers in relation to the Buyer and the property hereby charged conferred by the Law of Property Act 1925 on mortgagors and mortgagees and on mortgagees in possession and receivers appointed under the Law of Property 1925 and in addition shall have the following power namely:

- 7.1 to take possession of collect and get in the Charged Assets and to sell or concur in selling or exchanging the Charged Assets or any of them and without prejudice to the generality of the foregoing he may do any of the aforementioned things for a consideration consisting of cash debentures or other obligations shares stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit and to carry into effect and complete any such transaction by executing any deeds or documents as may be necessary or appropriate in the name of or on behalf of the Buyer. Sales may be by public auction tender or private treaty with or without advertisement and in such lot or lots as the receiver may in this absolute discretion think fit;
- 7.2 to make and effect all such repairs and other alterations improvements additions and developments in or to the Charged Assets as he may consider fit and to purchase or otherwise acquire any materials articles or things and to do anything else in connection with the Charged Assets which the Receiver may think desirable for the purpose of making productive or increasing the market value of the Charged Assets or protecting the security constituted by this Deed;
- 7.3 to effect and renew insurances;
- 7.4 to redeem any prior encumbrance and to settle and approve the accounts of the encumbrancer and accounts so settled and approved shall be conclusive and binding on the Buyer and the money so paid shall be a receivership expense;
- 7.5 to settle adjust refer to arbitration compromise and arrange any claims accounts disputes questions and demands with or by any person who is or claims to be a creditor of the Buyer or relating in any way to the Charged Assets;
- 7.6 to bring prosecute enforce defend and abandon all such actions suits and proceedings in relation to the Charged Assets as may seem to him to be expedient;
- 7.7 to take or defend proceedings in the name of the Buyer including proceedings for the compulsory winding up of the Buyer and proceedings for directions under Section 35 (1) of the Insolvency Act 1986;
- 7.8 to appoint hire and employ and to remunerate agents servants attendants workmen and others on such terms and generally in such manner as he shall think fit either in connection with any exercise by him of any of the foregoing powers or otherwise for any purpose connected with the Charged Assets and to discharge any person so appointed hired or employed;
- 7.9 to do all such other acts and things as he may consider necessary or desirable for the realisation of any of the Charged Assets or incidental or conducive to any of the matters powers or authorities conferred on a receiver under or by virtue of these presents and to exercise in relation to the Charged Assets all such powers authorities and do all such things as he would be capable of exercising if he were the absolute beneficial owner of the same;

and it is hereby agreed and declared that the powers conferred upon any such Receiver may be exercised by him either in his own name or in the name of the Buyer Company (in the case of joint receivers such powers being exercised jointly or severally).

8. APPROPRIATION

- 8.1 All monies received by the Seller or any Receiver appointed by it pursuant to this Deed shall after the security hereby constituted shall have become enforceable save insofar as otherwise directed by the Seller be applied in the following order (but without prejudice to the right of the Seller to recover any shortfall from the Buyer);
 - 8.1.1 in payment of all proper costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers including his remuneration and all outgoings properly paid by the receiver and liabilities incurred by him as a result of such exercise;
 - 8.1.2 in or towards payment or discharge to the Seller of the Secured Liabilities in such order and in such proportions as the Seller may from time to time require including to any suspense or impersonal account to be so held for so long as the Seller shall think fit pending application in or towards the discharge of the Secured Liabilities;
 - 8.1.3 the surplus (if any) shall be paid to the Buyer or such other person or entity as may be entitled thereto.
- 8.2 In making any disposal of the Charged Assets in exercise of their respective powers the Receiver or the Seller may accept or dispose of as and by way of consideration cash shares loan capital or other obligations including consideration fluctuating to or dependant on profit or turnover and consideration the amount whereof is to be determined by any third party and any contract for such disposal may contain conditions excluding or restricting the personal liability of the Receiver or the Seller.

9. ADDITIONAL POWERS OF SELLER

- 9.1 All or any of the powers authorities and discretions which are conferred by this Deed either expressly or impliedly upon a Receiver of the Charged Assets may be exercised by the Seller in relation to the Charged Assets without first appointing a Receiver of the Charged Assets or notwithstanding the appointment of a Receiver of the Charged Assets.
- 9.2 The powers conferred by this Deed in relation to the Charged Assets on the Seller or on any Receiver of the Charged Assets shall be in addition to and not in substitution for the powers conferred on mortgagees or receivers under any legislation and where there is any ambiguity or conflict between the powers contained in any legislation and those conferred by these presents as aforesaid then the terms of these presents shall prevail.
- 9.3 The Seller may at any time and from time to time delegate by power of attorney or in any other manner to any person firm or company or fluctuating body of persons all or any of the powers authorities and discretions which are for the time being exercisable by the Seller under these presents or under any legislation in relation to the Charged Assets and any such delegation may be made upon such

terms and conditions (including power to sub-delegate) and subject to such regulations as the Seller may think fit and the Seller shall not be in any way liable or responsible to the Company for any loss or damage arising from any act default omission or misconduct on the part of any such delegate (or sub-delegate).

10. FURTHER DOCUMENTATION

10.1 The Buyer shall execute and do all such assurances acts and things as the Seller may reasonably require for perfecting or protecting the security created by these presents over the Charged Assets or for facilitating the realisation of the Charged Assets and the exercise of all powers authorities and discretions vested in the Seller or in any Receiver of the Charged Assets or in any such delegate (or sub-delegate) as aforesaid and shall in particular execute all mortgages charges transfers conveyances assignments and assurances of the charged Assets whether to the Seller or to its nominee(s) and give all notices orders and directions which the Seller may think expedient.

10.2 The Seller may at any time after the security hereby constituted has become enforceable redeem any prior mortgage charge or other encumbrance against the Charged Assets or procure the transfer thereof to themselves and may settle and pass the accounts of the prior mortgagee chargee or encumbrancer and any accounts so settled and passed shall be conclusive and binding on the Buyer to the Seller on demand.

11. PROTECTION FOR THIRD PARTY PURCHASERS

No person dealing with the Seller or with any Receiver of the Charged Assets or any part thereof or with any such delegate or sub-delegate as aforesaid shall be concerned to enquire whether any event has happened upon which any of the powers authorities and discretions conferred by or pursuant to these presents in relation to the Charged Assets are or may be exercisable by the Seller or by any such receiver delegate or sub-delegate or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers and all the protection to purchaser contained in Sections 104 and 107 of the Law and Property Act 1925 shall apply to any person purchasing from or dealing with the Seller or any such receiver delegate or sub-delegate in like manner as if the statutory powers of sale and of appointing a receiver in relation to the Charged Assets had not been varied or extended by the terms of this Deed.

12. FURTHER PROTECTION

In addition to all other protection afforded by law any person dealing with the Seller or any receiver or any delegate (or sub-delegate) as aforesaid shall be entitled and bound to assume without enquiry that some monies are owing on the security hereof and have become payable.

13. CONTINUITY SECURITY

13.1 The security created by or pursuant to this Deed shall be:

13.1.1 a continuing security for the Secured Liabilities and shall not be considered as satisfied or discharged by any intermediate payment or

settlement of the whole or any part of the Secured liabilities or any other matter or thing whatsoever; and

- 13.1.2 in addition to and independent of and shall not operate so as to prejudice or affect or merge in any other security which the Seller may hold at any time for the Secured Liabilities or any other obligations whatsoever and shall not be affected by any release, reassignment or discharge of such other security.
- 13.2 Any release or discharge of the security created by or pursuant to this Deed or of any of the Secured Liabilities shall not release or discharge the Buyer from any liability to the Seller for the same or any other monies which may exist independently of this Deed.
- 13.3 Neither the security created by or pursuant to this Deed nor any remedy of the Seller in respect thereof shall be prejudiced by:
 - 13.3.1 any unenforceability or invalidity of any other agreement or document;
 - or
 - 13.3.2 any time or indulgence or any other act or thing granted to the Buyer or any other person or any other act or thing which but for this Clause 13.3 would or might prejudice the security created by or pursuant to this Deed or the right of KSPL to any such remedy.

14 WAIVER OF DEFENCES

- 14.1 The liability of the Buyer hereunder will not be affected by any act omission circumstance matter or thing which but for this provision would release or prejudice any of its obligations hereunder or prejudice or diminish such obligations in whole or in part including without limitation and whether or not known to the Buyer or the Seller:
 - 14.1.1 any time or waiver granted to or composition with the Buyer or any other person; or
 - 14.1.2 the taking variation compromise exchange renewal or release or refusal or neglect to perfect take up or enforce any rights against or security over assets of the Buyer or any other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or failure to release the full value of any other security; or
 - 14.1.3 any capacity or lack of powers authority or legal personality of or dissolution or change in the members or status of the Buyer or any other person; or
 - 14.1.4 any unenforceability illegality or invalidity of any obligation of any person or under any other document or security to the intent that the Buyer's obligations under this Deed shall remain in full force and this Deed be construed accordingly as if there were no unenforceability illegality or invalidity.
- 14.2 The Seller shall not be concerned to see or investigate the powers or authorities of any of the Buyer or its officers or agents and moneys obtained or Secured

Liabilities incurred in purported exercise of such powers or authorities or by any person purporting to be the Buyer shall be deemed to form a part of the Secured Liabilities and "Secured Liabilities" shall be construed accordingly.

15 IMMEDIATE RECOURSE

The Buyer hereby irrevocably waives any right it may have of first requiring the Seller to proceed against or enforce any other rights or security or claim payment from any other person before enforcing the security constituted hereby.

16 FINANCIER'S POWERS

Until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full the Seller may:

- 16.1 refrain from applying or enforcing any other moneys, security or rights held or received by it in respect of the Secured Liabilities or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Buyer shall not be entitled to the benefit of the same; and
- 16.2 hold in a suspense account any moneys received from the Buyer or on account of the Buyer's liability in respect of the Secured Liabilities. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Seller to be fair market rate.

17 AVOIDANCE OF PAYMENTS

Any settlement discharge or release between the Buyer and the Seller or any Receiver shall be conditional upon no security or payment to such parties by the Buyer or any other person on the Buyer's behalf being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy insolvency or liquidation for the time being in force and in the event of such security or payment being so avoided or reduced the Seller or any Receiver shall be entitled to recover the value or amount of such security or payment from the Buyer and from the security created by or pursuant to this Deed subsequently as if such settlement discharge or release had not occurred.

18 RETENTION OF SECURITY

Notwithstanding any other provision of this Deed or any release settlement discharge or arrangement given or made by the Seller pursuant to a discharge in full of the Secured Liabilities the Seller may retain the Security created by or pursuant to this Deed for such period (not exceeding twenty five months) after such discharge as it may in its discretion determine provided that if at any time during such period a petition shall be presented for an order for the winding up of the Buyer or for the making of an administration order in respect of the Buyer or the Buyer commence to be wound up voluntarily or any analogous proceedings shall be commenced in respect of the Buyer the Seller may continue to retain the security created by or pursuant to this Deed for such further period as the Seller may determine and the security shall be deemed to have continued to have been held as security for the Secured Liabilities.

19. SUBSEQUENT CHARGES AND NEW ACCOUNT

If the Seller shall at any time receive or be deemed to have receive notice of any encumbrance restriction covenant stipulation or other matter affecting the whole or any

part of the Charged Assets or any assignment or transfer thereof which is prohibited by the terms of this Deed:

19.1 the Seller may open a new account or accounts for the Buyer in its books;

and

19.2 if the Seller does not in fact open any such new account then unless it gives express written notice to the Buyer to the contrary the Seller shall be treated as if it had in fact opened such account or accounts at the time when it received or was deemed to have received such notice and as from such time and unless such express written notice shall be given to the Buyer all payments by or on behalf of the Buyer to the Seller shall (in the absence of any express contrary appropriation by the Buyer) be credited or treated as having been credited to such new account or accounts and not as having been applied in reduction of the Secured Liabilities at such time.

20. ASSIGNMENT

The Seller shall have a full and unfettered right to assign the whole or any part of the benefit of this deed and the expression the "Financier" wherever used herein shall be deemed to include such assignees and other successors whether immediate or derivative of the Seller who shall be entitled to enforce and proceed upon this Deed in the same manner as if named herein and the Seller shall be entitled to impart any information concerning the Buyer to any such assignee or other successor or proposed assignee or successor.

21. ADDITIONAL SECURITY

This security shall be in addition to and shall not prejudice or be prejudiced by any other security right remedy or lien which the Seller may now or at any time hereafter have or hold for all or any of the monies and liabilities covenanted to be paid or discharged under these presents

22. VARIATION

The Seller may in its discretion grant time or other indulgence or make any other arrangement variation or release with any person or persons (whether or not party hereto and whether or not such person or persons is or are jointly and/or severally liable with the Buyer) in respect of any of the monies and other amounts hereby secured or of any other security therefore without prejudice either to this security or to the liability of the Buyer for the Secured Liabilities.

23. BENEFIT OF CHARGE

This Deed shall remain enforceable valid and binding for all purposes notwithstanding any change in the name of the Seller or its absorption of or by or its amalgamation or consolidation of the Seller its successors or assigns or the company by which the business of the Seller may from time to time be carried on and shall be available to such successors assigns or company carrying on that business for the time being.

24. NOTICES

Any notice or demand by the Seller shall be in writing signed by any official of the Seller and may be served by delivering the same to the Buyer or by first class letter post addressed to the Buyer at the address last known to the Seller or to its registered office and a demand or notice so addressed and posted shall be deemed to have been served upon the addressee at 10.00 am the next succeeding day (or if such day be a Sunday or any other day upon which no delivery of letters is generally made at or before 10.00 am the next succeeding day upon which a deliver of post is so made) after it has been posted and shall be effective notwithstanding that it be returned undelivered.

25. ADMINSTRATORS

It is hereby expressly agreed and acknowledged by the parties hereto that neither the Administrators, nor their partners, firms, employees or agents will incur any liability howsoever arising under or in connection with this Debenture or the transaction hereby effected or by entering into any deed or other document or agreement pursuant to or in connection with this Debenture. Without Prejudice to the foregoing, no such personal liability will arise by virtue of the Insolvency Act 1986 or otherwise.

26. GOVERNING LAW AND INTERPRETATION

This Deed shall be governed by and construed in accordance with English Law and the parties hereto hereby submit to the none-exclusive jurisdiction of the Supreme Court of England but without prejudice to the right of the Seller to pursue its remedies in any other jurisdiction it thinks fit.

SCHEDULE 1

The Charged Assets

Date 29 September 2015 Name Bowood Farms Ltd Our Ref: 13441	Case
Inventory Schedule	

	<u>UPSTAIRS MAIN OFFICE</u>
5	RECTANGLE BEECH EFFECT DESKS WITH 3 X DRAWER UNDERSSETS
1	RH CURVED DESK, BIRCH EFFECT
5	FABRIC OFFICE CHAIRS
1	LEATHERLOOK DIRECTOR'S CHAIR
1	RECTANGULAR PRINTER DESK
1	METAL STATIONERY CABINET
1	½ HEIGHT METAL STATIONERY CABINET
1	FELLOWES SHREDDER
1	RICOH ATICO MP C4501 PHOTOCOPIER
1	5 STAR LAMINATOR
1	HP LASER JET PRINTER P1606dn
1	EPSON DOT MATRIX PRINTER FX-890
1	INTERNAL EASYCODER PF41 LABEL PRINTER
4	Various PCs WITH PERIPHERALS
4	FLAT SCREEN MONITORS
3	OFFICE TELEPHONES
2	5 X SHELF BOOKCASES FINISHED IN BIRCH VENEER
1	2 X SHELF BOOKCASES FINISHED IN BEECH VENEER
1	2 DRAWER METAL FILING CABINET
2	3 DRAWER WOODEN PEDESTALS
1	SERVER CABINET TO INCLUDE FS MONITOR, RIELLO SENTINAL DUAL SUPERWRITE MASTER SERVER
1	SYMBOL F2 HAND SCANNER
1	AS ROCK MULTI DVD
4	COBRA WALKIE TALKIES
1	PSION TEKLOGIC OMNII HAND SCANNER

1	WOODEN BOARDROOM TABLE , OVAL WITH DROP LEAF
6	STATIC WOODEN AND FABRIC CHAIRS
1	WOODEN OVAL MEETING TABLE
3	VARIOUS OFFICE CHAIRS
1	SANYO MONITOR
	CONTINUED
1	FS MONITOR
1	CONCEPT PRO 960H CCTV CONTROL RECORDER
1	CONCEPT PRO CCTV CONTROL UNIT
	<u>KITCHEN</u>
1	MICROWAVE
1	HOTPOINT LARDER FRIDGE
1	HENRY HOOVER
	<u>DOWNSTAIRS OFFICE</u>
1	L SHAPED DESK FINISHED IN BEECH VENEER
1	RECTANGLE PRINTER TABLE
1	LEATHERLOOK DIRECTOR'S CHAIR
3	STATIC CHAIRS
1	BISLEY METAL STATIONERY CABINET
1	PC WITH PERIPHERALS
1	FS MONITOR
1	HP LASERJET P1606 DN PRINTER
6	VARIOUS TELEPHONE HANDSETS
3	CATTLE BOLT GUNS IN LOCKED CABINET
1	CATTLE ELECTROCUTION DEVICE
1	WOODEN 3 DRAWER PEDESTAL

	<u>OUTSIDE</u>
1	8X4FT BUCKET STEEL
1	4X4FT BUCKET STEEL

1	6FT HIGH PALLET OF SAW DUST PREMIUM
1	20FT REFRIGERATED CONTAINER WITH PANIC ALARM/TEMP GUAGE 700815
1	10FT WIDE STAINLESS CLEANING TABLE (MOBILE)
1	HYDROVANE COMPRESSOR, MODEL ACS08 4035S200, SERIAL 71190206/9712
	MAX PRESSURE & BAR
1	1X PLUSAIR A5 30 COMPRESSOR, MAX 7.5 BAR
1	10FT COMPRESSOR TANK, YEAR 1992 SERIAL 63334
1	HPC COMPRESSOR AIR SYSTEM IE 121 PLUSAIR
1	BAC EXTRACTAR UNIT, MODEL NO VXC-5 328R, SERIAL NO B0611041, BETT NO XPA3150
	LARGE 20FT X 15FT
1	YARA NUTRIOX SX FILLING KIOSK, SODIUM NITRATE DISPENSER, 20X10FT GREEN CONTAINER ? THIRD PARTY
1	HAITH SILO ANIMAL WASTE (SEPERATOR)
	<u>SLAUGHTER HOUSE</u>
18	STAINLESS STEEL WHEELED TROLLEYS
1	PEDESTRIAN PUMP TRUCK
2	LIFTING CHAIRS
1	20FT SHEEP HERDING CONVEYORS
2	3FT SHEEP HERDING CONVEYORS
1	STAINLESS STEEL DRAINING PLATFORM
1	STAINLESS STEEL TABLE WITH PLASTIC INLAY ON TOP 3X2 FT
1	STAINLESS STEEL 6FT TABLE WITH 3 INLAYS
1	STAINLESS STEEL 10FT TABLE WITH 2 INLAYS
1	INSECT KILLER
1	LISTER SHEEP SHEARER SERIAL NI 12609
1	UNBRANDED STAINLESS BONE CROPPER ON REEL MOUNT
	CONTINUED
13	STAINLESS STEEL KNEE OPERATED HAND SINKS
6	STAINLESS STEEL BOOT CLEANERS
3	KNIFE CLEANER (STAINLESS)
1	ROOF MOUNTED ACTIVATOR WITH THUMB CONTROL HANDLE
1	UNBRANDED DE-HIDER
1	UNBRANDED 3X2.5FT CONVEYOR
1	20FT X 2 CONVEYOR
1	BONE CRUSHER ON WHEEL MOUNT
1	UNBRANDED STAINLESS STEEL 30X20FT TRAY CONVEYOR WITH RETURN UNDEF WASH

	3 COLD STORES – APPROX 180 TRACK
	3 FOUR FULL BLAST CHILLERS
	<u>PACKING ROOM / CHILLER</u>
14	4FT STAINLESS PREP TABLE WITH ACRYLIC TOP
2	TRIPLE BLAST CHILLERS
1	VACUUM SEALER
2	STAINLESS STEEL PREP TABLE 7X3 FT
2	STAINLESS STEEL WEIGHING SCALES
1	CARDINAL DIGITAL LEAD OUT
1	STORM DIGITAL LEAD OUT
2	TWIN BLAST CHILLER
1	PUMP TRUCK
1	ELECTRIC SINK
1	LABEL PRINTER BIZERBA GT240
1	GENEGLACE ICE MAKER INDUSTRIAL
2	LOADING BAYS WITH MOVEABLE RAMPS
1	STAINLESS STEEL LOADING ARM – 2010 MANUFACTURE, SERIAL 064
1	A FRAME / LARGE QUANTITY OF HOOKS
1	HCS STAINLESS PC
1	INTERMAC LABELER
	<u>CATTLE SHED</u>
1	CATTLE BOX WITH PLATFORM
1	CATTLE CRUSHER
6	CATTLE PENS
15	SHEEP PENS
1	ST3 ELECTRIC HOIST
1	BONE CRUSHER
1	10FT WORKING PLATFORM WITH KNEE OPERATED HAND SINK
	CONTINUED
2	ELECTRIC WATCHES
5	WORKING PLATFORMS RISE UP & DOWN / KNEE HAND SINKS NUMATIC ARTICLES
2	BOOT WASHER
5	KNEE/HAND WASHERS
1	STAINLESS CLEANING UNIT

1	COW DIE-HIDER STAINLESS – OUT CONVEYOR
1	10FT STAINLESS STEEL SPLASH BACK
1	JARVIS HAND OPERATED BONE SAW
3	FLY KILLERS
1	8X2 55 PREP TABLE
1	55 LOCKABLE CUPBOARD
1	55 PLATFORM 4X4
1	BESPOKE LIFTING HOIST TO SORTING TABLE (OFFAL TRAY)
1	KENTMASTER BAND SAW WITH STERILISING TRAY
1	A FRAME MOBILE TROLLEY
1	CATTLE TRACK APPROX 86M, EXTRACTION THOUGHOUT
1	PALLET SCALES

IN WITNESS whereof the parties have executed this deed on the 23rd day of October 2015 which is the date on which this deed becomes effective.

SELLER

Executed as a Deed by one of the Joint)
Administrators acting without personal)
liability for and on behalf of **Bowood Farms**)
Limited (In Administration) in the presence)
of:)

Witness

Signature

Name

Address

.....

Occupation

ADMINISTRATORS

Executed as a Deed by one of the Joint)
Administrators on behalf of the)
Administrators in the presence of:)

Witness

Signature

Name


Address

.....

Occupation

BUYER

Executed as a Deed by a Director for and
on behalf of **Yorkshire Halal Meat Supplier**
Limited in the presence of:



Witness

Signature


Name Julia Gatenby LLB
Gaines & Wilkinson
Address 46 North Street
Keighley BD21 3SE
Solicitor

Occupation