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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

168173/213

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

23

2826929

Name of company

* 2 Sisters Food Group Limited ("Borrower")

Date of creation of the charge

23 October 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal Charge ("Charge")

Amount secured by the mortgage or charge

Please see Schedules 1 & 3 attached

Names and addresses of the mortgagees or persons entitled to the charge

Bank of Scotland PLC whose address is Bank of Scotland Corporate, Security
for Advances, Citymark, 150 Fountainbridge, Edinburgh

Postcode EH3 9PE

Presentor's name address and
reference (if any)

DLA Piper UK LLP
Victoria Square House
Victoria Square
Birmingham
B2 4DL

For official Use (06/2005)
Mortgage Section

TUESDAY



A32

ATBQ44CO

28/10/2008

50

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

Please see schedules 2 & 3 attached

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this margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

None

Signed

DLA Piper UK LLP

Date 27 October 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

**SCHEDULES TO FORM 395 - RELATING TO 2 SISTERS FOOD GROUP LIMITED
(2826929) AND A LEGAL CHARGE**

Charge in favour of Bank of Scotland PLC

SCHEDULE 1 - AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in BoS and including discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them

**SCHEDULE 2 - SHORT PARTICULARS OF ALL
THE PROPERTY MORTGAGED OR CHARGED**

- 1 The Borrower with full title guarantee charges to BoS as security for the Secured Liabilities
 - 1 1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,
 - 1 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
 - 1 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Charge,
 - 1 4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities,
 - 1 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Charge, and

- 1 6 if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property
- 2 All of the provisions of the Conditions shall be deemed to apply to the Charge as though they were set out here in full
- 3 If the title to the Property is registered at H M Land Registry, the Borrower applies to the Chief Land Registrar to enter upon the register of title to the Property a restriction that no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 22 September 2008 in favour of the Bank of Scotland PLC referred to in the charges register

SCHEDULE 3 - TABLE OF DEFINITIONS

"Borrower" means 2 Sisters Food Group Limited (company number 2826929) of Dial Lane, West Bromwich, Birmingham B70 0EB,

"BoS" means Bank of Scotland plc,

"Conditions" means BoS's Commercial Charge Conditions (2007 Edition),

"Expense" or **"Expenses"** mean the total of the following

- (i) any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower,
- (ii) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under the Conditions and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by BoS or the Receiver of their powers under the Conditions,
- (iii) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the mortgage or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property,

together with Value Added Tax upon such sums where appropriate

"Interest" means any sum of money payable to BoS by way of interest upon the Secured Liabilities

"Owner" means any and every person (whether the Borrower or otherwise) who has granted a Charge to BoS as security for the Secured Liabilities and also

- (i) the Owner's successors and personal representatives, and
- (ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Charge in respect of the Owner or of all or any part of the Property

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses,

"Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in BoS and including discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them

"Property" means the freehold/leasehold property known as Land lying to the south side of Wellmere Road, Orangetown, Sunderland registered at H M Land Registry under Title Numbers TY297791 and TY298443



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 2826929
CHARGE NO. 23**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 23
OCTOBER 2008 AND CREATED BY 2 SISTERS FOOD GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
28 OCTOBER 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 OCTOBER
2008**

Do
NM



Companies House
— for the record —



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