

MG01

Particulars of a mortgage or charge

153935/13



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

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11/01/2013

#116

COMPANIES HQ11SF

1

Company details

Company number 0 7 9 5 0 0 4 1

Company name in full Haydens Bakery Limited

(the "Company")

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d2 d1 m1 m2 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Charge over plant and machinery (the "Charge") between (1) the Company, The Real Good Food Company PLC and Renshaw Napier Limited (formerly known as Napier Brown & Company Limited) as "Security Obligors" and (2) PNC Business Credit, a trading style of PNC Financial Services UK Ltd ("PNC") dated 21 December 2012

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any member of the Group to PNC under or pursuant to any Finance Document (including all monies covenanted to be paid under the Charge), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 677 to 683 of the Companies Act 2006 (the "Secured Obligations").

Continuation page

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

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name

PNC Business Credit a trading style of PNC Financial Services UK Ltd (07341483)

Address

8-14 The Broadway, Haywards Heath, West Sussex

Postcode

R H 1 6 3 A P

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see attached continuation sheet

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X Squire Sanders (UK) LLP

X

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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><u>Fixed charges</u></p> <p>Pursuant to clause 4 2 of the Charge, the Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <ul style="list-style-type: none"> (a) by way of first fixed charge all Specified P&M and all future P&M acquired by the Company, (b) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&M, (c) by way of first fixed charge all P&M (not charged by clauses 4 1 (a) and 4 1(b) of the Charge), including but not limited to the P&M listed in part 2 of schedule 2 (<i>Details of Security Assets</i>) and the benefit of all contracts, licences and warranties relating to the same <p><u>Security assignments</u></p> <p>Pursuant to clause 4 2 of the Charge, the Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to</p> <ul style="list-style-type: none"> (a) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances, and (b) the proceeds of sale of any Specified P&M, <p>To the extent that any Assigned Asset described in clauses 4 2(a) of the Charge is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of an Assigned Asset</p> <p><u>Floating charge</u></p> <p>Pursuant to clause 5 of the Charge, the Company charged and agreed to charge by way of first floating charge all of its present and future:</p> <ul style="list-style-type: none"> (a) P&M (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4 1 (<i>Fixed charges</i>), clause 4 2 (<i>Security assignments</i>) or any other provision of the Charge, and (b) (whether or not effectively so charged or assigned) P&M in Scotland <p><u>Qualifying floating charge</u></p> <p>Pursuant to clause 3 2 of the Charge, paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Charge (and each such floating charge is a qualifying</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>floating charge for the purposes of the Insolvency Act 1986)</p> <p><u>Continuing security</u></p> <p>Pursuant to clause 7 1 of the Charge, the Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part The Charge shall remain in full force and effect as a continuing security for the duration of the Security Period</p> <p><u>Restrictions on dealing</u></p> <p>Pursuant to clause 11 2 of the Charge, the Company shall not do or agree to do any of the following without the prior written consent of PNC</p> <ul style="list-style-type: none"> (a) create or permit to subsist any Security Interest on any Security Assets except a Security Interest which is permitted by the Master Facilities Agreement, (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for the sale at full market value of stock in trade in the usual course of trading as conducted by the Company at the Commencement Date <p><u>Further action</u></p> <p>Pursuant to clause 20 1 of the Charge, the Company agreed to, at its own expense, promptly take whatever action PNC or a Receiver may require for</p> <ul style="list-style-type: none"> (a) creating, perfecting or protecting the Security Interests intended to be created by the Charge, and (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by PNC or any Receiver or any of its or his delegates or sub-delegates in respect of any Security Asset, <p>including the execution of any transfer, conveyance, assignment or assurance of any property whether to PNC or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case PNC may think expedient</p> <p><u>Specific security</u></p> <p>Without prejudice to the generality of clause 20 1 (<i>Further action</i>) of the Charge, pursuant to clause 20 2 of the Charge, the Company agreed, from the date of the Charge, and at the request of PNC, to execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to</p>	

MG01 - continuation page
Particulars of a mortgage or charge

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Short particulars	<p>be subject to any fixed security created by the Charge in favour of PNC in such form as PNC may require</p> <p>Definitions</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4 2 (Security assignments) of the Charge,</p> <p>"Commencement Date" means the date of the Charge,</p> <p>"Finance Document" shall have the meaning as set out in the Master Facilities Agreement,</p> <p>"Group" means the Obligors, the Security Obligors and the Subsidiaries,</p> <p>"Inventory" means raw materials, work in progress and finished goods, being the stock-in-trade of the Security Obligor,</p> <p>"Master Facilities Agreement" means the master facilities agreement dated 16 July 2008, and made between (1) KBC Business Credit (a division of KBC Bank N V , to who PNC is a successor in title) and (2) The Real Good Food Company PLC and Renshawnapier Limited (formerly known as Napier Brown & Company Limited) as Obligor, pursuant to which PNC has agreed to make certain accounts receivables facilities and certain asset based lending facilities available to the Obligor as amended and restated on 10 July 2009, 26 March 2010, 27 January 2011, 1 November 2011 and 21 December 2012,</p> <p>"Obligors" means the Company, The Real Good Food Company Limited and Renshawnapier Limited (formerly known as Napier Brown & Company Limited),</p> <p>"P&M" means all plant, machinery, other capital equipment (excluding Inventory) owned by an Obligor from time to time wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto,</p> <p>"P&M Insurances" means those policies of insurance (if any) specified in part 3 of schedule 2 (Details of Security Assets) and any other policies of insurance which may replace those policies of insurance,</p> <p>"Receiver" means any receiver or receiver and manager appointed by PNC under the Charge,</p> <p>"Security" means Security Interests created pursuant to the Charge,</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Charge,</p>

MG01 - continuation page
Particulars of a mortgage or charge

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Short particulars	<p>"Security Interest" or "Security Interests" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, trust, trust arrangement for the purposes of providing security, assignment, assignment by way of security, tracing or other equitable right, or</p> <p>(a) any other agreement or arrangement having the effect of conferring security (including any such interest arising under or in connection with any letter of credit),</p> <p>(b) any other security interest of any kind or preferring any obligation of any person, or</p> <p>(c) any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security,</p> <p>"Security Period" means the period beginning on the date of the Charge and ending on the date on which</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full,</p> <p>(b) the A/R Facility has been terminated according to its terms, and</p> <p>(c) PNC has no further commitment, obligation or liability under or pursuant to the finance documents;</p> <p>"Specified P&M" means the P&M (if any) specified in part 1 of schedule 2 (Details of Security Assets) of the Charge and any P&M acquired by a Security Obligor following the date of the Charge,</p> <p style="text-align: center;">SCHEDULE 2</p> <p style="text-align: center;">Details of Security Assets</p> <p style="text-align: center;">Part 1 - Specified P&M</p> <p>Part A - Haydens Bakery Limited</p> <p><u>Unit 1, Hopton Road, Hopton Industrial Estate, Devizes,</u> <u>Wiltshire SN10 2EU</u></p> <p>Qty Details</p> <p>Frying line 2, date 2007, comprising</p>

MG01 - continuation page

Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 "Belshaw FT800 2.5m x 800mm chain link infeed conveyor, Serial No W07060254"</p> <p>1 "Belshaw C109-36RH gas fired shallow fryer, Serial No W07060254, complete with 2 flipover units, 3 6m x 1m frying area</p> <p>1 1 2m x 900mm chain link take off conveyor, model CC36-6</p> <p>1 "Make unknown chain link fondant application conveyor, Serial No Unknown"</p> <p>Part B Renshawnapier Limited</p> <p><u>229 Crown Street, Liverpool, Merseyside, L8 7RF</u></p> <p>Qty Details</p> <p>Heavy Paste</p> <p>1 Sugar hopper, c 300 litre capacity with rotary valve, explosion relief unit, Spiro Tech Zone 20 screw conveyor, central inlet, twin outlet, galvanised mild steel gantry, stainless steel glucose tank on load cell with load pump and associated equipment</p> <p>1 "Winkworth Z450 Z blade stainless steel mixer Serial No 16540 (2001) with touch screen controls"</p> <p>1 "HPE model 950=STE turbovac unit Serial No 20053137 (2005)"</p> <p>Retail 7</p> <p>1 "Reiser model HP30E extruder Serial No 1660060 (2012)"</p> <p>1 Drop conveyor with knife unit</p> <p>1 "PALS model FL50150 HSL/B twin head labeller Serial No HSL109 (2008)"</p> <p>1 Retail 5 - Omori model PA2000N series flow wrapper, plate not visible (2011)</p>	

MG01 - continuation page

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>British Sugar P&M</p> <p>1 Stainless steel insulated glucose tank, circa 1 5 tonne capacity</p> <p>1 Lobe pump</p> <p>1 Gericke model CSM 722 UK2 seive (2005)</p> <p>1 Spiraflo large bay discharger with controls and electric hoist</p> <p>1 "Winkwork model RT400 stainless steel mixer Serial No 16874 (2005)"</p> <p>1 Siemens control panel, staging pipework and associated equipment</p> <p>1 Marzipan Bulk 1 - Safeline metal detector, plate not visible (2005)</p> <p>Marzipan Retail 1</p> <p>1 "EIA model T/MS 21-CUST-A007 metal detector Serial No 21200204073 (2012)"</p> <p>1 "Ishadia DALS-W-012-SB-SS-I-N (CT5) check weigher Serial No 561897 (2012)"</p> <p>1 Marzipan Retail Packing Line 2 - "EA1 model TMS21 metal detector Serial No 21100246026 (2012)"</p> <p>1 Retail 6 - "Vemag model HP30E stainless steel vacuum filler Serial No 1660101 with integral tote bin hoist (2010)"</p> <p>Services Passage (Nut Side)</p> <p>1 MTA DE49 dry energy air dryer (2012)</p> <p>1 MTA DE100 dry energy air dryer (2012)</p> <p><u>Clyde Street, Carlisle, ML8 5BD</u></p> <p>Qty Details</p>	

MG01 - continuation page
Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 New Sample Kitchen - Tom Chandley Compacta Stainless steel two tier deck oven (Ex Normanton)</p> <p>1 Warehouse - Tom Chandley Compacta Stainless Steel four tier deck oven (ex Normanton)</p> <p>1 Blending Room - CPP Stainless Steel mobile 2nd stage gravity bagging Hopper with fitted Goring Kerr metal detector and Matcon stainless steel 1 ton bin (Ex Normanton)</p> <p>1 Jensens Line - Ulma Florida elect Automatic programmable Flow wrapping machine Serial No 141577 (2011) with 2 5m single lane converge conveyor and 2m single bar endless belt cross conveyor</p> <p>1 Chocolate production area - Sauven 6000 Plus digital programmable portable date code printer station Serial No 12J24</p> <p>1 Compressor House - Riello 40 series Type 554 42+116kw gas fired process water boiler Serial No 01451113238 with expansion vessel, valves, pumps and associated pipework</p> <p>Yard</p> <p>Kinnertons Project cream Filling Project including,</p> <p>1 PPM 25 Ton stainless steel vertical Single skinned, trace heated bulk oil tank (T5) with oil pumping station, level meter and associated pipework valves and feeds</p> <p>1 PPM 25 Ton stainless steel vertical Single skinned, trace heated bulk chocolate tank (T5) with oil pumping station, level meter and associated pipework valves and feeds</p> <p>1 Cold Room - Tameside DP100 60kg x 0 4kg stainless steel digital platform scales Serial No 510289</p> <p style="text-align: center;">Part 2 - P&M</p> <p style="text-align: center;">None as at the date of the Charge</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part 3 - P&M Insurance

None as at the date of the Charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Ben Williams

Company name Squire Sanders (UK) LLP

Address 7 Devonshire Square

Post town London

County/Region

Postcode E C 2 M 4 Y H

Country England

DX 136546 Bishopsgate 2

Telephone +44 (0)20 7655 1000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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 enquiries@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7950041
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER PLANT AND
MACHINERY DATED 21 DECEMBER 2012 AND CREATED BY
HAYDENS BAKERY LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO
PNC BUSINESS CREDIT A TRADING STYLE OF PNC FINANCIAL
SERVICES UK LTD ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 11 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JANUARY
2013



Companies House



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