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CHFP021

COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

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

*Please do not
write in
this margin*

Pursuant to section 410 and 466 of the Companies Act 1985

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

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

For official use

Company number

9

SC193995

Name of company

* BRAEHEAD FOODS LIMITED (THE "COMPANY")

** insert full name
of company*

Date of creation of the charge (note 1)

27 FEBRUARY 2012

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

FLOATING CHARGE (THE "RBSIF FLOATING CHARGE")

Names of the persons entitled to the charge

RBS INVOICE FINANCE LIMITED, INCORPORATED UNDER THE COMPANIES ACTS IN ENGLAND WITH REGISTERED NUMBER 662221 AND HAVING ITS REGISTERED OFFICE AT SMITH HOUSE, ELMWOOD AVENUE, FELTHAM, MIDDLESEX TW13 7QD (HEREINAFTER CALLED "RBSIF")

Short particulars of all the property charged

THE COMPANY'S WHOLE PROPERTY AND UNDERTAKING AND IN PARTICULAR INCORPORATING A CHARGE ON ALL BOOK DEBTS OR OTHER DEBTS NOW AND IN THE FUTURE OWING TO THE COMPANY.

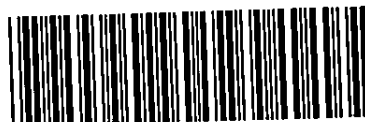
Presenter's name address and
reference (if any):

LEG/RBW/RO870/X166
MORTON FRASER LLP
DX ED 119
EDINBURGH

For official use (02/06)

Charges Section

TUESDAY



S14LDAQJ

SCT

13/03/2012

#516

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

1. THE COMPANY

2. RBSIF

3. WEST OF SCOTLAND LOAN FUND COMPANY NUMBER SC166736 WHOSE REGISTERED OFFICE IS AT LONDON ROAD, CENTRE LONDON ROAD, KILMARNOCK, AYRSHIRE, KA3 7BU (THE "LENDER").

*Please do not
write in
this margin*

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

Date(s) of execution of the instrument of alteration

23 FEBRUARY 2012, 27 FEBRUARY 2012 AND 9 MARCH 2012.

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

*Please do not
write in
this margin*

*Please complete
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bold block lettering*

THE SECURITY HOLDERS AGREE THAT ALL RECEIPTS RECOVERIES AND REALISATIONS ("REALISATIONS") ARISING FROM THE ENFORCEMENT OF THE SECURITIES SHALL BE APPLIED AND THE SECURITIES SHALL RANK AS CONTINUING SECURITY IN THE FOLLOWING ORDER:

1. FIRST IN DISCHARGING THE COMPANY'S OBLIGATIONS TO RBSIF;
2. SECONDLY IN DISCHARGING THE COMPANY'S OBLIGATIONS TO THE LENDER.

THE AMOUNT OF ANY RECEIVER'S REMUNERATION AND ALL AMOUNTS RANKING BY STATUTE FOR PAYMENT IN PRIORITY TO AMOUNTS SECURED BY THE SECURITIES SHALL BE DEDUCTED FROM THE RECEIPTS RECOVERIES AND REALISATIONS UNDER THE RELEVANT SECURITY PRIOR TO THEIR APPLICATION.

EACH OF THE PARTIES TO THE RANKING AGREEMENT AGREES THAT THE PROCEEDS OF ANY DEBT WHENEVER CREATED CONSTITUTE A REALISATION OF A DEBT PAYABLE TO RBSIF AND SUCH PROCEEDS ARE NOT A REALISATION OF ANY OTHER ASSET OF THE COMPANY.

RBSIF AND THE LENDER WILL HOLD IN TRUST ANY MONEY RECEIVED PURSUANT TO RBSIF'S SECURITY OR THE LENDER'S SECURITY TO GIVE EFFECT TO THE PRIORITIES CONTAINED IN THE RANKING AGREEMENT.

IN THE INTERPRETATION OF THE FOREGOING:-

"AGREEMENT" MEANS ANY AGREEMENT FOR THE PURCHASE OF DEBTS BETWEEN RBSIF AND THE COMPANY.

"COMPANY'S OBLIGATIONS" MEANS ALL THE COMPANY'S LIABILITIES OF ANY KIND (WHETHER PRESENT OR FUTURE ACTUAL OR CONTINGENT AND WHETHER INCURRED ALONE OR JOINTLY WITH ANOTHER) INCLUDING COMMISSION BANKING CHARGES DISCOUNTING CHARGES INTEREST AND EXPENSES.

"DEBT" SHALL HAVE THE SAME MEANING AS IN THE AGREEMENT.

"LENDER'S FLOATING CHARGE" MEANS THE FLOATING CHARGE CREATED ON 17 DECEMBER 2007 GRANTED BY THE COMPANY TO THE LENDER WHICH IS A QUALIFYING FLOATING CHARGE WITHIN THE MEANING OF PARAGRAPH 14 OF SCHEDULE B1 TO THE INSOLVENCY ACT 1986.

"LENDER'S SECURITY" MEANS THE LENDER'S FLOATING CHARGE AND ANY DEBENTURE DATED 17 DECEMBER 2007 GRANTED BY THE COMPANY TO THE LENDER.

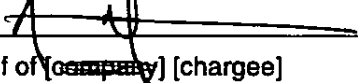
"RBSIF'S SECURITY" MEANS RBSIF'S FLOATING CHARGE AND ANY OTHER DEBENTURE OR FIXED AND FLOATING CHARGE GRANTED BY THE COMPANY TO RBSIF.

"RECEIVER" INCLUDES A RECEIVER OR A MANAGER OR A RECEIVER AND MANAGER OR AN ADMINISTRATIVE RECEIVER AS DEFINED IN SECTION 29(2) OF THE INSOLVENCY ACT 1986 OR A RECEIVER OF PART ONLY OF THE PROPERTY OR ASSETS OF THE COMPANY OR A RECEIVER ONLY OF THE INCOME ARISING FROM ANY PART OF THE PROPERTY OR ASSETS OF THE COMPANY.

"SECURITIES" MEANS THE LENDER'S SECURITY AND RBSIF'S SECURITY TOGETHER AND SECURITY MEANS EITHER OF THEM.

"SECURITY HOLDERS" MEANS THE LENDER AND RBSIF AND SECURITY HOLDER MEANS EITHER OF THEM.

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

Signed  Date 12/3/2012
On behalf of ~~[company]~~ [chargee]

FOR MORTON FRASER LLP

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

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given.
For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
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 are to be made payable to **Companies House**.
3. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF
DX 235 Edinburgh or LP - 4 Edinburgh 2

delete as
appropriate



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 193995

CHARGE NO. 9

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 9 MARCH 2012

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 13 MARCH 2012

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 27
FEBRUARY 2012

BY BRAEHEAD FOODS LIMITED

IN FAVOUR OF
RBS INVOICE FINANCE LIMITED

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 14 MARCH 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES