

MR01

Particulars of a charge

178124/104

Laserform

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 MR02

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

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



You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record **Do not send the original**

FRIDAY



A09 07/08/2015 #434
COMPANIES HOUSE

1

Company details

Company number 0 2 8 2 6 9 2 9 ✓

Company name in full 2 Sisters Food Group Limited ✓

01025.

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 d 0 d 4 m 0 m 8 y 2 y 0 y 1 y 5 ✓

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 HSBC Invoice Finance (UK) Ltd (HIF) ✓

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

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Additioe Gaudard LLP

X

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

MR01**Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name SHAWJ/326330-20

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region Greater Manchester

Postcode M 2 3 A B

Country United Kingdom

DX 14301 Manchester

Telephone 0161 934 6000

**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 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

CHFP025

06/14 Version 2.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2826929

Charge code: 0282 6929 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th August 2015 and created by 2 SISTERS FOOD GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2015.

dx

Given at Companies House, Cardiff on 13th August 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

2 Sisters Food Group Limited

to

HSBC Invoice Finance (UK) Limited

Fixed Charge on Purchased Debts Which Fail to Vest

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE 06.08.2015
ADDLESHAW GODDARD LLP

EXECUTION VERSION

THIS CHARGE is made the 4 day of August 2015 BETWEEN

- (1) 2 SISTERS FOOD GROUP LIMITED, a company registered in England and Wales with the number 02826929 (the "Seller") and
- (2) HSBC INVOICE FINANCE (UK) LTD (a company registered in England and Wales with the number 759657) of Farncombe Road, Worthing, West Sussex BN11 2BW ("HIF" which expression shall include HIF's successors and assignees)

WITNESSES as follows -

1. In this deed except where the context otherwise requires

- (i) the following expressions shall have the meanings assigned to them below

"Agreement"

the non recourse receivables financing agreement dated on or before the date of this Deed and/or any supplement, variation or replacement for such agreement and made between, amongst others, (1) Boparan Holdings Limited, (2) the Seller and (3) HIF pursuant to which HIF has agreed to make certain receivables purchase facilities available to the Sellers (as defined therein),

"Charged Property"

the property of the Seller charged in favour of HIF pursuant to clause 3;

"Obligations"

all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Seller to or in favour of HIF under or pursuant to the Agreement, whether present or future, actual or contingent, liquidated or unliquidated, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty,

"Purchased Debt"

a Debt purchased or purported to be purchased by HIF pursuant to the Agreement,

- (ii) the singular shall include the plural and vice versa and any of the three genders shall include the other two,
 - (iii) references to clauses and sub-clauses are references to clauses and sub-clauses of this deed;
 - (iv) the meaning of general words introduced by the word "other" shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts, matters or things,
 - (v) reference to any Act of Parliament shall be deemed to include such Act as amended or re-enacted from time to time or any order or regulation made thereunder, and
 - (vi) the expression "Associated Rights", "Debt", and "Excluded Debt" shall have the meanings assigned to them in the Agreement, the expression "receiver" shall be construed in accordance with Section 29 of the Insolvency Act 1986 and the expression "administrator" shall have the meaning assigned to it in the Insolvency Act 1986

- 2 The Seller will

- (i) on demand fully discharge by payment to HIF, without any deduction or set-off, all or any monetary liabilities included in the Obligations, and
 - (ii) duly perform all the Obligations other than monetary liabilities

EXECUTION VERSION

- 3 To secure payment and performance as provided for in clause 2, the Seller, with full title guarantee, hereby charges in favour of HIF
- (i) by way of fixed equitable charge, all Purchased Debts excluding Excluded Debts which fail to vest effectively and absolutely in HIF pursuant to the Agreement,
 - (ii) by way of fixed equitable charge, all Associated Rights relating to those Purchased Debts charged to HIF in clause 3(i) above,
 - (iii) by way of fixed equitable charge, all Purchased Debts comprising Excluded Debts, which fail to vest effectively and absolutely in HIF pursuant to the Agreement, and
 - (iv) by way of fixed equitable charge, all Associated Rights relating to those Purchased Debts charged to HIF in clause 3(iii) above
- 4 The Seller hereby warrants that, except as hitherto disclosed to HIF in writing, it is capable of giving a full title guarantee in respect of all the Charged Property and that all the Charged Property is free from any charge or other encumbrance or trust and undertakes that, except with the prior written consent of HIF
- (i) the Seller shall not sell, mortgage, charge, pledge, assign, part with possession of or otherwise dispose of any of the Charged Property nor release, exchange, compound, set-off, grant time or indulgence in respect of any of the Charged Property except as expressly provided in this deed, and
 - (ii) the Seller shall not enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with HIF and the sale of any Purchased Debt or other Debt by way of factoring, discounting or otherwise to any person other than HIF shall be deemed not to be in the normal course of business
- 5 All provisions of the Agreement relating to the Purchased Debts shall apply to all the Purchased Debts hereby charged as if such provisions were set out herein in extenso and as if the ownership of all the Purchased Debts were vested in HIF pursuant to the Agreement
- 6 The Seller hereby irrevocably appoints HIF and the directors, authorised officers and the company secretary for the time being of HIF, and any receiver (appointed by virtue of an appointment in accordance with clause 8) to be the attorney of the Seller, each acting alone or any number of them jointly and with full powers of substitution and delegation, to execute in the name of the Seller such deeds and documents and to do such other things as may be requisite to perfect to HIF title to any of the Charged Property or to enable HIF to exercise any of its rights hereunder, including (without prejudice to the generality of the foregoing) its right to enforce payment of, collect or realise any of the Charged Property
- 7 Section 103 of the Law of Property Act 1925 shall not apply to this security and (without prejudice to any of HIF's rights under the Agreement) HIF shall be entitled, on demand, to payment in full of all or any part of the monetary liabilities included in the Obligations and to exercise any or all of HIF's powers of possession and sale of and the appointment of a receiver over any or all of the Charged Property on the occurrence of any of the following events or at any time thereafter
- (i) any breach of any of the Seller's obligations and undertakings hereunder,
 - (ii) the failure of the Seller to pay any monetary liability included in the Obligations when it is due to be paid,
 - (iii) any event which gives HIF the right to terminate the Agreement whether or not HIF shall have exercised such right,
 - (iv) the Seller becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986,

EXECUTION VERSION

- (v) the levying or threat of execution or distress on any of the Seller's property,
 - (vi) the appointment of a receiver or administrator of any part of the Seller's income or assets,
 - (vii) the serving or threat of a garnishee order nisi on any debtor of the Seller in relation to any judgment debt owing by the Seller,
 - (viii) the presentation of a petition for the winding up of the Seller or for an administration order in relation to the Seller pursuant to the Insolvency Act 1986,
 - (ix) a proposal for a voluntary arrangement between the Seller and its creditors whether pursuant to the Insolvency Act 1986 or otherwise;
 - (x) the Seller ceasing, or threatening to cease, to carry on its business,
 - (xi) the calling by the Seller of any meeting of its creditors
- 8 (i) The power of appointing a receiver hereunder may be exercised in writing under the hand of any director or the company secretary for the time being of HIF or of any person authorised in writing by any of them. HIF may (subject to the provisions of Section 45(1) of the Insolvency Act 1986) in like manner remove any such receiver so appointed and (in the case of the removal or the vacation of office or death of any such receiver) appoint another person in the place of such receiver.
- (ii) Every receiver so appointed (whether or not he shall be an administrative receiver as defined in Section 29 of the Insolvency Act 1986) shall have all the powers contained in Schedule 1 to the Insolvency Act 1986 without any of the restrictions contained in the Law of Property Act 1925.
- (iii) If two or more individuals shall hold office as receiver of the same item included in the Charged Property by virtue of an appointment in accordance with clause 8(1) such individuals shall have the right to exercise all or any of their powers severally as well as jointly.
- 9 Every receiver appointed in accordance with clause 8 shall, at all times, be the agent of the Seller and the Seller shall alone be responsible for all acts, defaults and omissions of such receiver and for the payment of all his remuneration, costs and expenses. HIF shall be under no liability to any such receiver for his remuneration, costs, expenses or in any other way whatsoever.
- 10 All monies received by any receiver appointed hereunder shall be applied (subject to the claims of any creditors having priority to this charge) for the following purposes in the following order:
- (i) in payment of all costs, charges and expenses of and in relation to his appointment and the exercise of his powers and of any other expenses properly discharged by him,
 - (ii) in payment of his remuneration, as agreed between him and the person who appointed him,
 - (iii) in payment of any costs relating to the realisation of any property,
 - (iv) in or on account of the discharge of the Obligations, together with any interest for which provision is made herein, and
 - (v) in payment of any surplus to the Seller.
- 11 All expenses, charges and costs of any nature whatsoever incurred by HIF in connection with the preparation or enforcement of this charge or in the exercise of any powers or right conferred on HIF hereby shall be payable by the Seller on a full indemnity basis and any amount so payable shall be included in the Obligations.
- 12 If the Seller shall fail to pay any monetary liability included in the Obligations when demanded, the Seller shall pay interest thereon calculated at a rate equivalent to the discounting charge in force at the

EXECUTION VERSION

relevant time pursuant to the Agreement. Such interest shall be payable and compounded monthly and shall accrue daily, after as well as before any judgment, from the date when such liability is due until payment in full.

13. The security hereby created shall be additional to, and not in substitution for, any other security created or which may hereafter be created in respect of the Obligations and it shall be a continuing security and it shall not be considered to be satisfied in whole or in part by any intermediate payment by the Seller.
14. Any duly authorised officer of HIF and any receiver appointed by HIF and any person authorised by such receiver shall have the right, at any time, to inspect or (following any event specified in clause 7) to take possession or copies of any records or documents of the Seller on or by which any Purchased Debt is recorded or evidenced and for such purposes to enter upon any premises at which the Seller carries on business and upon any other premises in which any part or all of such records and documents are, for the time being, kept or stored.
15. Neither this charge nor any of the Obligations shall be affected by any grant of any time or indulgence or the conclusion of any agreement not to sue or of any compromise or composition or the release of any other charge, lien or other security or any part thereof to or with the Seller or any person, whether or not such person shall be jointly liable with the Seller in respect of any of the Obligations, or by the failure of HIF to take, perfect or hold unencumbered any other security in respect of the Obligations.
16. HIF may at any time, in its entire discretion, without notice or other formality combine any two or more accounts held by it in the name of the Seller.
17. HIF may at any time, in its entire discretion, transfer its rights and/or obligations hereunder to any other person. The Seller may not transfer its rights or obligations hereunder without the express written consent of HIF, which HIF may withhold in its absolute discretion.
18. Any notice or demand required or permitted to be served or made by HIF on the Seller hereunder shall be validly served or made if handed to any one of the Seller's officers or if delivered or sent by post to the Seller's registered office or to any address at which the Seller carries on business, and if sent by post shall be deemed to be received within seventy-two hours of posting.
19. This deed shall be construed and take effect according to English law and the Seller hereby submits to the non-exclusive jurisdiction of the English Courts. If any provision hereof shall be held to be invalid or unenforceable no other provision hereof shall be affected and all such other provisions shall remain in full force and effect.

EXECUTION VERSION

IN WITNESS WHEREOF the parties hereto have executed this document as a deed on the date first mentioned and in the manner described below:

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
2 Sisters Food Group Limited)
by a director in the presence of a witness)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
HSBC Invoice Finance (UK) Limited)
by a duly authorised attorney in the presence)
of a witness)

: Signature .

..... (block capitals) **STEVEN JAMES FENNELL**

Attorney

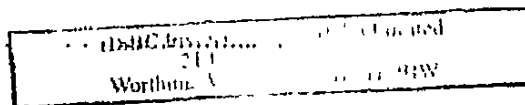
Witness signature

Witness name

Richard Cortine

(block capitals)

Witness address



EXECUTION VERSION

IN WITNESS WHEREOF the parties hereto have executed this document as a deed on the date first mentioned and in the manner described below:

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
2 Sisters Food Group Limited)
by a director in the presence of a witness)

Signature



Name (block capitals) **STEPHEN LEADBEATER**
Director

Witness signature



Witness name

DAVID MORGAN
(block capitals)

Witness address

C/O TRINITY PARK HOUSE
FOX WAY, WAKEFIELD
WF2 8EE

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
HSBC Invoice Finance (UK) Limited)
by a duly authorised attorney in the presence)
of a witness)

Signature

.....

Name (block capitals)

Attorney

Witness signature

.....

Witness name

...
(block capitals)

Witness address

..

.....

..