

151553/91  
**MG01**

Particulars of a mortgage or charge



**iris**  
LASERFORM

**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 company. To do this, please use form MG01s

SATURDAY



\*A16T157T\*

A20

14/04/2012

#334

COMPANIES HOUSE

For official use

**1**

**Company details**

Company number

0 3 2 2 9 9 7 5

Company name in full

BRAMBLES FOODS LIMITED

(the "Company")

15

**Filling 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

d1 d1 m0 m4 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

Composite guarantee and debenture (the "**Debenture**") dated 11 April 2012 between (1) PNC Business Credit, a trading style of PNC Financial Services UK Ltd ("**PNC**") and (2) Buckingham Foods Limited (04272608), Food Partners Limited (03804549), Superior Food Limited (02006417), Superior Food Group Limited (05288249), Brambles Foods Group Limited (04767267), Adelle Foods Group Limited (07964277) and the Company (together, the "**Security Obligors**").

**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 Debenture) ("**Secured Obligations**")

Please see continuation pages

**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	<b>Continuation page</b> 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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1 FIXED SECURITY</b></p> <p><b>1 1 Fixed charges</b></p> <p>Each Security Obligor 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> <p>(a) by way of first legal mortgage the Specified Real Property,</p> <p>(b) by way of first fixed charge:</p> <p>(1) all Real Property and all interests in Real Property not charged by clause 5.1(a) of the Debenture;</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(111) the proceeds of sale of all Real Property other than Specified Real Property;</p> <p>(c) by way of first fixed charge all Specified P&amp;M,</p> <p>(d) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&amp;M,</p> <p>(e) by way of first fixed charge all P&amp;M (not charged by clauses 5.1(a), 5.1(b) or 5.1(c) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>Please see continuation pages</p>	

# 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 Square Sanders (UK) LLP

X

This form must be signed by a person with an interest in the registration 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 **Lauren Priest-Stephens**

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p style="text-align: center;"><u>DEFINITIONS</u></p> <p>"<b>Covenants Compliance Letter</b>" means a letter issued by the Obligors' Agent to PNC pursuant to condition 10(c) (<i>Covenants Compliance Letter</i>) of schedule 1 to the Master Facilities Agreement in the form set out in Schedule 10 (<i>Form of Covenants Compliance Letter</i>) of the Master Facilities Agreement;</p> <p>"<b>Finance Documents</b>" means the Master Facilities Agreement, the Security Documents, any Covenants Compliance Letter and any other agreement, deed, notice, document or certificate entered into from time to time in connection therewith from time to time or designated by PNC and the Obligor's Agent as being a Finance Document,</p> <p>"<b>Group</b>" means the Parent and the Subsidiaries, but shall exclude The Thomas Food Partnership Limited, Meadowbrook Bakery Limited and The Thomas Food Group Limited,</p> <p>"<b>Master Facilities Agreement</b>" means the master facilities agreement dated 11 April 2012 and made between (1) PNC, (2) the companies named therein as Obligors, (3) the companies named therein as Security Obligors and (4) De Facto 1945 Limited (to be renamed Adelie Foods Group Limited) as the Parent pursuant to which PNC has agreed to make certain accounts receivables facilities and/or certain asset based lending facilities available to the Obligor;</p> <p>"<b>Obligors</b>" means the companies listed in part 1 of schedule 11 of the Master Facilities Agreement,</p> <p>"<b>Obligors' Agent</b>" means the Parent,</p> <p>"<b>Parent</b>" means the company whose details are given in part 3 of schedule 11 of the Master Facilities Agreement;</p> <p>"<b>Security Documents</b>" means any security agreements for the time being securing (directly or indirectly) or creating an Security Interest over all or any of the Obligors' and any Security Obligors' obligations under the Finance Documents,</p> <p>"<b>Security Interest</b>" 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>(i) 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>(ii) any other security interest of any kind or preferring any obligation of any person; or</p> <p>(iii) any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security,</p> <p>"<b>Security Obligors</b>" means those companies listed in schedule 1 to the Debenture;</p> <p>"<b>Subsidiary</b>" of a company or corporation means any company or corporation.</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

(1) which is controlled, directly or indirectly by the first-mentioned company or corporation, or

(11) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or

(111) which is a subsidiary of another subsidiary of the first mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

#### SCHEDULE 11 of the Master Facilities Agreement

#### Obligor, Security Obligors and Parent

##### Part 1 Obligor

Name of Obligor	Company Number	Registered Office
Buckingham Foods Limited	04272608	Food Partners House, Poyle Rd, Colnbrook, Slough SL3 0EN
Food Partners Limited	03804549	Food Partners House, Poyle Rd, Colnbrook, Slough SL3 0EN
Brambles Foods Limited	03229975	Food Partners House, Poyle Rd, Colnbrook, Slough SL3 0EN
Superior Food Limited	02006417	Food Partners House, Poyle Rd, Colnbrook, Slough SL3 0EN

##### Part 3 Parent

Name of Parent	Company Number	Registered Office
De Facto 1945 Limited (to be renamed Adelle Foods Group Limited)	07964277	Food Partners House, Poyle Rd, Colnbrook, Slough SL3 0EN

# 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

#### SHORT PARTICULARS

(f) by way of first fixed charge:

(1) all computers, vehicles, office equipment and other equipment (not charged by clause 5.1(c) of the Debenture), and

(11) the benefit of all contracts, licences and warranties relating to the same,

(g) by way of first fixed charge the Charged Securities,

(h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities;

(1) by way of first fixed charge all rights which a Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities,

(j) by way of first fixed charge all Securities (not charged by clause 5 1 (g) of the Debenture),

(k) by way of first fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights which such Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Securities;

(l) in respect of the Obligors only, by way of first fixed charge all Non-Vesting Domestic A/R and their proceeds now or in the future owing to each Obligor,

(m) in respect of the Obligors only, by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic A/R,

(n) in respect of the Obligors only, by way of first fixed charge all Non-Vesting Export A/R and their proceeds now or in the future owing to each Obligor,

(o) in respect of the Obligors only, by way of first fixed charge all Related Rights relating to any Non-Vesting Export A/R;

(p) in respect of the Obligors only, by way of first fixed charge all Other Proceeds,

(q) by way of first fixed charge the Intellectual Property (if any) specified in part 4 of schedule 3 (Details of Security Assets) of the Debenture,

(r) by way of first fixed charge all Intellectual Property (if any) not charged by clause 5 1(q) of the Debenture,

(s) to the extent that any Assigned Asset is not effectively assigned under clause 5 2 (Security assignments) of the Debenture, by way of first fixed charge, such Assigned Asset,

(t) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

(1) the benefit of all licences, consents, agreements and authorisations

# 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

held or used in connection with the business of such Security Obligor or the use of any of its assets, and

(11) any letter of credit issued in favour of such Security Obligor and all bills of exchange and other negotiable instruments held by it, and

(u) by way of first fixed charge all of the goodwill and uncalled capital of such Security Obligor.

#### 1.2 Security assignments

Each Security Obligor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

(a) the proceeds of the sale of any Specified Real Property;

(b) the proceeds of the sale of any Specified P&M,

(c) the proceeds of the sale of any Charged Securities;

(d) the proceeds of the sale of any Intellectual Property specified in part 4 of schedule 3 (*Details of Security Assets*) of the Debenture;

(e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances,

(f) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances,

(g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances,

(h) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and

(1) Other Receivables (not assigned under clauses 5.2(a) to 5.2(h) (inclusive) above of the Debenture.

save that the exercise of all rights and remedies in connection with the insurances referred to in this Clause 5.2 of the Debenture, the exercise of any discretions of judgments, the giving of waivers or consents and the entitlement to all proceeds and claims arising therefrom shall, in the absence of an Event of Default which is continuing, be exercised in accordance with the provisions of the Master Facilities Agreement (but otherwise at the discretion of the Security Obligor).

To the extent that any Assigned Asset described in clauses 5.2(a) to 5.2 (1) inclusive of the Debenture 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 such Security Obligor to any proceeds of an Assigned Asset

#### 2. FLOATING CHARGE

Each Security Obligor charges and agrees to charge by way of first floating charge all of its present and future:



# 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

(a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5.1 (*Fixed charges*) of the Debenture, clause 5.2 (*Security assignments*) of the Debenture or any other provision of the Debenture, and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

#### 3. CONTINUING SECURITY

##### 3.1 Continuing security

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 Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period.

##### 3.2 Additional and separate security

The Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which PNC may at any time hold for any Secured Obligation.

##### 3.3 Right to enforce

The Debenture may be enforced against each or any Security Obligor without PNC first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

#### 4. UNDERTAKINGS BY SECURITY OBLIGORS

##### 4.1 Restrictions on dealing

No Security Obligor shall do or agree to do any of the following without the prior written consent of PNC:

(a) create or permit to subsist any Security Interest on any Security Assets except for Permitted Security,

(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 a Permitted Disposal.

#### 5. FURTHER ASSURANCES

##### 5.1 Further action

Each Security Obligor shall, at its own expense, promptly take whatever action PNC or a Receiver may require for:

(a) creating, perfecting or protecting the Security Interests intended to be created by the Debenture, 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,

# 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

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, provided that no Security Obligor shall be required to execute any documents containing provisions which are more onerous than those contained in the Debenture or the Master Facilities Agreement (save for where such more onerous provisions relate solely to the perfection of the Security Interests intended to be created by the Debenture)

#### 5 2 Specific security

Without prejudice to the generality of clause 21 1 (*Further action*) of the Debenture, each Security Obligor shall forthwith at the request of PNC execute a charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Debenture in favour of PNC (including any arising or intended to arise pursuant to clause 7 (*Conversion of floating charge*) of the Debenture) in such form as PNC may require, provided that no Security Obligor shall be required to execute any documents containing provisions which are more onerous than those contained in the Debenture or the Master Facilities Agreement (save for where such more onerous provisions relate solely to the perfection of the Security Interests intended to be created by the Debenture).

#### DEFINITIONS

"A/R" means an account receivable arising under a Contract of Sale and other financial obligation due or owing to an Obligor under a Contract of Sale (including, in each case, any applicable Tax payable by the Debtor to the relevant Obligor), and where the context so admits shall include a part of an account receivable (but excluding Excluded A/R);

"A/R Facility" means the facility relating to the purchase of A/R more particularly described at clause 4 1 (*A/R Facility*) of the Master Facilities Agreement,

"ABL Insurances" means Inventory Insurances, P&M Insurances and Real Property Insurances and "ABL Insurance" means any policy of insurance falling within any of the definitions of Inventory Insurances, P&M Insurances and Real Property Insurances,

"Acquisition Agreement" means the share purchase agreement executed by all parties to it in relation to the acquisition by Parent of certain shares held by Adelle Foods Acquisitions Limited and Food Partners Holdings Limited;

"Acquisition Documents" means the Acquisition Agreement, the IP Assignment (as defined in the Acquisition Agreement) and the Management Deed of Warranty and any other document designated as an "Acquisition Document" by PNC and the Parent,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5 2 (*Security assignments*) of the Debenture,

"Bank Rolled Debt" means the £4,000,000 senior debt and £6,000,000 junior debt due and owing to the Bank Lenders, together with all interest

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(including capitalised interest) and fees payable in respect thereof,</p> <p>"Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open for business in London;</p> <p>"Charged Securities" means the Securities specified in part 3 of schedule 3 (<i>Details of Security Assets</i>) of the Debenture together with all other Securities held by a Security Obligor from time to time,</p> <p>"Commencement Date" means the date of the commencement of the Master Facilities Agreement which is the date on which PNC confirms to the Obligor's Agent that all conditions at clause 5 (<i>Conditions precedent</i>) of the Master Facilities Agreement have been satisfied or waived (as the case may be), being the date detailed at clause 3(a) (<i>General Particulars</i>) of the Master Facilities Agreement;</p> <p>"Contract of Sale" means a contract for the supply of goods, or work done, or materials supplied, or hiring, or any other contract recording a commercial trading relationship, which may now or hereafter be entered into between an Obligor and a Debtor,</p> <p>"Debtor" means any person, including any body of persons corporate or unincorporated, incurring any payment obligation to an Obligor (whether under a present, future or prospective Contract of Sale or otherwise) and where the context so permits the person having the duty to administer the Debtor's estate upon death or Insolvency,</p> <p>"Event of Default" means any of the circumstances detailed at paragraph 12 (a) of schedule 1 of the Master Facilities Agreement,</p> <p>"Excluded A/R" means that A/R that is described as such in clause 7 (<i>Operational and continuing conditions</i>) of the Master Facilities Agreement,</p> <p>"Export A/R" means an A/R created under a Contract of Sale governed by English law, expressed in a Permitted Currency, and evidenced by an Invoice addressed to a Debtor outside the United Kingdom, other than any A/R in respect of Starbucks in Amsterdam which shall be deemed to be Domestic A/R,</p> <p>"Financial Records" means, in relation to the Collateral all of each of the Obligor's rights to</p> <p>(1) any ledger, computer data, records, documents, disks, electronic data or machine-readable material on or by which the financial or other information pertaining to Collateral is recorded or evidenced, and</p> <p>(11) any equipment necessary for reading or amending the same,</p> <p>"Financial Year" means any period of 12 calendar months ending 30 September,</p> <p>A person is "Insolvent" if:</p> <p>(1) it unable, or admits its inability to pay its debts as they fall due under any applicable law, or</p> <p>(11) it ceases to trade or notifies the Obligors' Agent or PNC of its</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

intention to cease to trade, or

(iii) any step (including petition, proposal, giving notice, convening a meeting or applying to court) is taken with a view to

(A) a composition or scheme of arrangement (including a Security Obligor's or an Obligor's voluntary arrangement) with any of its creditors; or

(B) its administration, winding-up, liquidation or dissolution; or

(C) its receivership or bankruptcy; or

(D) anything analogous to paragraphs (A) to (C) inclusive above, excluding in each such case a petition presented for the winding-up of any member of the Group which is vexatious, groundless or an abuse of process, has not been advertised and is discharged, stayed or dismissed within 10 Business Days of the date on which such petition was presented, or

(iv) an Administrator is appointed over it, or

(v) it is insolvent within the terms of the Insolvency Act 1986,

any "Insolvency" shall be construed accordingly,

"Insurances" means, save for the ABL Insurances, all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Security Obligor or in which a Security Obligor from time to time has an interest,

"Intellectual Property" means all present and future Intellectual Property Rights,

"Intellectual Property Rights" means

(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of each Security Obligor;

"Inventory" means raw materials, work in progress and finished goods, being the stock-in-trade of an Obligor,

"Inventory Insurances" means those policies of insurance (if any) specified in part 5 of schedule 3 (Details of Security Assets) of the Debenture and any other policies of insurance which may replace those policies of insurance;

"Invoice" means the original sales invoice in respect of an A/R issued by an Obligor to a Debtor;

"Management Deed of Warranty" means the deed of warranty dated 11 April 2012 between the Parent, Christopher Thomas and Gavin Cox;

"Non-Vesting Domestic A/R" means any A/R (other than an Export A/R) purportedly assigned to PNC pursuant to the Master Facilities Agreement

# 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

but which does not, for any reason, vest absolutely and effectively in PNC;

**"Non-Vesting Export A/R"** means any Export A/R purportedly assigned to PNC pursuant to the Master Facilities Agreement but which does not, for any reason, vest absolutely and effectively in PNC;

**"Other Proceeds"** means all and any monies paid to a Trust Account which are not the proceeds of A/R,

**"Other Receivables"** means, save for A/R, all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Security Obligor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

(a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

(b) all proceeds of any of the foregoing,

**"P&M"** means all plant, machinery, other capital equipment (excluding Inventory) owned by the Obligors 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&M Insurances"** means those policies of insurance (if any) specified in part 6 of schedule 3 (*Details of Security Assets*) of the Debenture and any other policies of insurance which may replace those policies of insurance,

**"Permitted Currencies"** means the currencies detailed at clause 3(e) (*General Particulars*) of the Master Facility Agreement and **"Permitted Currency"** shall be construed accordingly,

**"Permitted Disposal"** means any sale, lease, licence, transfer or other disposal which (other than in the case of paragraph (111) below) is on arm's length terms:

(1) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity;

(11) of any asset by a member of the Group (the **"Disposing Company"**) to another member of the Group (the **"Acquiring Company"**), but if

(A) the Disposing Company is an Obligor or Security Obligor, the Acquiring Company must also be an Obligor or Security Obligor, or

(B) the Disposing Company has granted a Security Interest over the asset to PNC, the Acquiring Company must give an equivalent Security Interest over that asset,

(111) provided no Event of Default or Potential Event of Default is continuing, of assets (other than assets the subject of a fixed charge under the Security Documents) the proceeds of which are applied in exchange for other assets comparable or superior as to type, value or

# 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

quality as soon as possible but in any event within 6 months of receipt of consideration for those assets provided that the aggregate or all such disposal proceeds shall not exceed £500,000 in any Financial Year;

(iv) of obsolete or redundant assets for cash,

(v) arising as a result of any Permitted Security;

(vi) of A/R pursuant to the Debenture,

(vii) provided no Event of Default or Potential Event of Default is continuing, of assets (other than assets the subject of a fixed charge under the Security Documents) for cash where the higher of the book value and the net consideration receivable for any single item does not exceed £100,000 and the aggregate of the higher of the book value and the net consideration receivable for all such disposals does not exceed £500,000 (or its equivalent) in any Financial Year,

(viii) constituting a surrender of any lease in respect of real estate and where either:

(A) the relevant Obligor or Security Obligor has obtained a replacement lease, or

(B) where the premises to which the lease relates are no longer necessary in the operation of the Group;

(ix) expressly contemplated by the Acquisition Documents;

(x) of intellectual property rights on arm's length terms to IHC Holdings UK Limited on condition that the same are, forthwith upon such disposal, licensed back to the Obligors in perpetuity on terms approved by PNC (such approval not to be unreasonably withheld provided such terms provide for the licence to be granted only to members of the Group in all territories in which the Group operates and that such licence shall not terminate in the event that an Insolvency Event occurs in relation to any member of the Group nor as a result of any non-payment of licence fees, but otherwise such licence is granted on arm's length terms),

(x) any other disposal made with the prior written consent of PNC;

"Permitted Security" means:

(i) any Security Interests arising under the Finance Documents;

(ii) any Security Interests arising in connection with or pursuant to the Bank Rolled Debt,

(iii) any Security Interests arising in respect of rental deposit deeds,

(iv) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,

(v) any netting or set-off arrangements entered into by a member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group;

# 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

(vi) any Security Interests arising under any retention of title, hire purchase, capital lease or conditional sale arrangement in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(vii) any Security Interests released on or prior to the Commencement Date,

(viii) any other Security Interests granted with the prior written consent of PNC,

**"Potential Event of Default"** means any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder or any combination thereof) an Event of Default;

**"Receiver"** means any receiver or receiver and manager appointed by PNC under the Debenture,

**"Related Rights"** means, in relation to an A/R

(i) other than rights relating to ownership of goods, any rights of the Obligor that has notified the relevant A/R as an unpaid vendor or provider of services under the Contract of Sale giving rise to an A/R,

(ii) the benefit of all insurances,

(iii) all negotiable and non-negotiable instruments, all securities, bonds guarantees and indemnities,

(iv) the Financial Records,

**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to an Obligor, or in which the Obligor has an interest at any time, together with

(i) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon,

(ii) all easements, rights and agreements in respect thereof; and

(iii) the benefit of all covenants given in respect thereof,

**"Real Property Insurances"** means those policies of insurance (if any) specified in part 7 of schedule 3 (*Details of Security Assets*) of the Debenture and any other policies of insurance which may replace those policies of insurance,

**"Securities"** means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule 2 to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Security Obligor, held by a nominee on its behalf or in which such Security Obligor has an interest at any time,

**"Securities Rights"** means

# 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>(a) all dividends, distributions and other income paid or payable on the relevant Securities or Charged Securities or on any asset referred to in paragraph (b) of this definition,</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Securities or Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p><b>"Security Assets"</b> 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 Debenture,</p> <p><b>"Security Interest"</b> 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>(1) 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>(11) any other security interest of any kind or preferring any obligation of any person, or</p> <p>(111) any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security,</p> <p><b>"Security Period"</b> means the period beginning on the date of the Debenture 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><b>"Specified P&amp;M"</b> means the P&amp;M (if any) specified in part 2 of schedule 3 (<i>Details of Security Assets</i>) of the Debenture,</p> <p><b>"Specified Real Property"</b> means the estates and interests in freehold, leasehold and other immovable property (if any) specified in part 1 of schedule 3 (<i>Details of Security Assets</i>) of the Debenture, together with</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed P&amp;M at any time thereon;</p> <p>(b) all easements, rights and agreements in respect thereof, and</p> <p>(c) the benefit of all covenants given in respect thereof,</p> <p><b>"Trust Account"</b> means any bank account referable to an Obligor, mandated in favour of and otherwise controlled by PNC and/or declared in trust for PNC and/or blocked and/or the subject of an automatic sweep of credit balances to any account of PNC, and which, in each case, the relevant</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

Obligor has no right, title or interest in or to any balance standing from time to time to the credit thereof.

#### SCHEDULE 3 of the Debenture

#### Details of Security Assets

#### Part 1 - Specified Real Property

None at the date of the Debenture

#### Part 2 - Specified P&M

Please see attached specified P&M list

#### Part 3 - Charged Securities

Security Obligor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
De Facto 1945 Limited (to be renamed Adelle Foods Group Limited)	The Thomas Food Group Limited	Ordinary shares of £1 each	9,662,332	£9,662,332
De Facto 1945 Limited (to be renamed Adelle Foods Group Limited)	Buckingham Foods Limited	(1) Ordinary shares of £1 each,  (11) Preference shares of £1 each, and  (111) Deferred shares of £0.01 each	(1) 1,773,522 (11) 3,509,304  (111) 27,426,093	£5,557,086.93

# 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

De Facto 1945 Limited (to be renamed Adelie Foods Group Limited)	Food Partners Limited	Ordinary shares of £1 each	13,651,000	£13,651,000
De Facto 1945 Limited (to be renamed Adelie Foods Group Limited)	Superior Food Group Limited	Ordinary shares of £0.01 each	556,900,000	£5,569,000
De Facto 1945 Limited (to be renamed Adelie Foods Group Limited)	Brambles Foods Group Ltd	(i) Deferred shares of £1 each, and (ii) Super shares of £1 each	(i) 351,370 (ii) 883,000	£1,234,370
Food Partners Limited	Food Partners Aldershot Limited	Ordinary shares of £1 each	62,500	£62,500
Food Partners Limited	Food Partners Kilmarnock Limited	Ordinary shares of £1 each	840,000	£840,000
Food Partners Limited	Food Partners Heathrow Limited	Ordinary shares of £1 each	100	£100
Food Partners Limited	Food Partners (Devizes) Limited	Ordinary share of £1	1	£1
Food Partners Limited	Food Partners Park Royal Limited	Ordinary shares of £1 each	100	£100
Superior Food Group Limited	Superior Food Limited	Ordinary shares of £1 each	6,069,000	£6,069,000
Superior Food Group Limited	Superior Packaging Limited	Ordinary shares of £1 each	100	£100

# 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

Superior Food Group Limited	Superior Produce Limited	Ordinary shares of £1 each	2	£2
Brambles Foods Group Limited	Harry Mason (UK) Limited	Ordinary shares of £1 each	2	£2

### Part 4 - Intellectual Property

#### Trade Marks

Intellectual Property					
License to use Mark	Number	Proprietor	Class	Registration Date	Territory
 Mark text SPACE BOX	2540573	IHC Holdco UK Limited	35 and 42	18 June 2010	UK
 Mark text FOOD JURY	2540575	IHC Holdco UK Limited	35	18 June 2010	UK
 Mark text: adellie a fresher way of thinking	2552470	IHC Holdco UK Limited	29 and 30	08 October 2010	UK
 Mark text adellie	2552488	IHC Holdco UK Limited	29 and 30	22 October 2010	UK
ADELIE	2552501	IHC Holdco UK Limited	29 and 30	08 October 2010	UK
Mark	Registrant	Registered Number	Class	Renewal / Expiry Date	

# 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

 Mark Text URBANeat	IHC Holdings UK Limited	2552929	29, 30, 32, 39 and 43	14 July 2020
URBAN EAT	IHC Holdings UK Limited	2552933	29, 30, 32, 39 and 43	14 July 2020
 Mark Text NEW YORK INSPIRED	Food Partners Limited	2552931	29 and 30	14 July 2020
<b>TASTE 4 LIFE</b> <b>taste<sup>4</sup>life</b> <b>taste<sup>4</sup>life</b> Mark text TASTE 4 LIFE, taste4life, taste4life Mark claim/limit The third mark in the series (the only mark not in black-and-white) is limited to the colours shown	Food Partners Limited	2422266	29 and 30	18 May 2016
SHAKIN' OILS	Buckingham Foods Ltd	2319951	29 and 30	4 January 2013
Panin' Ollo	Buckingham Foods Ltd	2319939	29 and 30	4 January 2013
 Mark text 2 eat food with more bite	Food Partners Limited	2297223	29 and 30	6 April 2012
 Mark text: FOOD Partners	Food Partners Limited	2490213	29, 30 and 31	16 June 2018





# 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

 Mark text: 2 eat	Food Partners Limited	2496831	29 and 30	4 September 2018
 Mark text: FULFILLED	Food Partners Limited	2321972	29, 30, 31 and 32	28 January 2013
FULFILLED	Food Partners Limited	2378030	29 and 30	13 November 2014
FUNKY FRUIT	Superior Food Limited	2532920	29	26 November 2019
 Mark text: BRAMBLES INTERNATIONAL	Brambles Food Limited	2107889	29, 30, 32 and 42	16 August 2016
 Mark text: B' Good!	Brambles Food Limited	2427904	29 and 30	21 July 2016

### Part 5 - Inventory Insurances

Security Obligor	Insurer	Insured risks	Policy number
De Facto 1945 Limited (to be renamed Adelle Foods Group Limited) and subsidiary companies	Northern Marine Underwriters	Marine Cargo	MB3718611

### Part 6 - P&M Insurances

Security Obligor	Insurer	Insured risks	Policy number
------------------	---------	---------------	---------------

# 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

De Facto 1945 Limited (to be renamed Adelie Foods Group Limited) and subsidiary companies	Allianz Insurance	Hired in plant	NJ/17732334/6
De Facto 1945 Limited (to be renamed Adelie Foods Group Limited) and subsidiary companies	Zurich Insurance	Computer	GA679598

#### Part 7 - Real Property Insurances

Security Obligor	Insurer	Insured risks	Policy number
De Facto 1945 Limited (to be renamed Adelie Foods Group Limited) and subsidiary companies	QBE Insurance and Aviva Insurance	Property damage and business interruption	YO16440QBE0111 A

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

--

MG01 - continuation page  
Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		



MG01 - continuation page

Short particulars of all the property mortgaged or charged

**SCHEDULE 3 of the Debenture**

**Details of Security Assets**

**Part 2 - Specified P&M**

**Wimblington Drive, Redmoor, Milton Keynes, Bucks, MK6 4AH**

Make	Model	Description	Serial, Registration or ID Number	Y O M / D O R
<b>Intake Bay</b>				
AlA	DP- 5502	Electronic Platform Scale		
<b>Low Risk</b>				
Kronen	GS18	Slicer		
Urschel	OV	Slicer		
		Elevating Conveyor		
Kronen		Large 2 stage Flume		
Kronen		Single stage Flume		
Icon		Cold Water Sterilizer		2011
Nilma	ATIR 11	Herb Washer		2008
Kronen		Tomato Flume Washer		
Vishay	VT200	Electronic Platform		
<b>High Risk Preparation</b>				
Vishay	VT300	Electronic Platform		
Weber	CCS602	Slicer	371	2003
Kronen	GS10	Slicer	1631	2010
Kronen	GS10	Slicer	1844	2010
Urschel		Dicer		
		Small Bowl Chopper		
AFOS	T500	2 De-frosting Cabinets		2000
Kronen		Salad Centrifuge		
Kronen		Salad Centrifuge		
Urschel	CC	Shredder		
Urschel	OV	Slicer		
Grasselli	SL400	Tomato Slicer	Y20014/868	2011
Tecmaq		Horizontal Mixer		
Glass		Small Mixer		
Glass		Large Mixer		
AFT		Tomato Slicer		
		Tuna Press		
Urschel	DiversaCut	Dicer	269	
Medi-Food		De-frosting Cabinet		
<b>Preparation Issue Area</b>				
Precision		2 upright Freezers		

Make	Model	Description	Serial, Registration or ID Number	Y O M / D O R
Vishay	VT300	Electronic Platform Scale		
High Risk Production Area				
AFT		Bread Collator		
AFT		Butterer		
Icon		8 metre Assembly		
AFT		Twin overline Depositer		
AFT		Twin head Ultrasonic		2010
Icon		4 metre Assembly		
Herma		Tent pack Labeller,		
AFT		14 metre Assembly Conveyor (Line 2)		
AFT		Auger Depositer		
IIapack	Carrera	Flow Wrapper, with Domino V Series printer	Mar-71	
Herma		Under Labeller		
Herma		Under Labeller		
Veribox		Barcode Reader		
		2 short Belt Conveyors and corner belt		
AFT		Bread De-		
AFT		Freestanding Depositer		
AFT		11 metre Assembly		
AFT	AC40	Sandwich Slicer		
Trepco/Regal	10000	Cardboard Skillet De- Nesting, Filling & Labelling Line, with	197	2006
Icon		Take off Conveyor, cross-over belt		
AFT		Bread Collator and		
AFT		2 overline Depositors		
AFT		8 metre Assembly Conveyor (Line 4)		
AFT	AC60	Single head Ultrasonic	100101-01	2010
Icon		6 metre Assembly		
Herma		Under Labeller		
Packaging Automation	Vision 400	Filling & Packaging Machine, with 11 metre infeed conveyor and Easyprint printer		
Linx	7300	Printer		
		Outfeed Belt Conveyor		
Steck		2 freestanding		
Herma		Under Labeller		
Premier		Labeller, with Thermo		
Cintex		Check Weigher		
AFT		2 Mini Depositors		
AFT		Bread Collator		
AFT		Twin overline Depositer		
AFT		11 metre Assembly		
		2 cross conveyors and		

Make	Model	Description	Serial, Registration or ID Number	Y O.M / D O R
Ilapak	Delta 3000 LDB	Flow Wrapper, with Domino V200 printer, Herma printer and Veribox barcode reader	D22001012	2006
AFT	AC40	Sandwich Slicer		
Herma		Under Labeller		
AFT		4 lane Bread Collator		
AFT		4 head Depositer		
AFT		12 metre Assembly		
AFT	AC60	Sandwich Slicer		2010
		Cross over conveyor and		
Regal	10000	Cardboard Skillet De-Nesting, Filling & Labelling Line, with Domino A300 printer and Veribox barcode reader	181	2005
Icon		Outfeed Belt Conveyor		
AFT		2 lane Bread Collator		
AFT		Twin head overline		
AFT		11 metre Assembly		
Grote	SNP-505	Slicer		2010
Grote	SNP-505	Slicer		2010
Grote	522	Slicer		2010
AFT	AC60	Sandwich Slicer		
		Cross over conveyor and corner belt		
Regal	10000	Cardboard Skillet De-Nesting, Filling & Labelling Line, with Domino A Series printer and Veribox barcode reader	201	
Icon		Outfeed Belt Conveyor		
AFT		2 lane Automatic Bread De-Nester,		
AFT		Twin head overline		
AFT		12 metre Assembly		
Multipond	MP10-1000/400-H	Multi-Head Weigher, with Syspal tray lift		2010
AFT	AC60	Single head Ultrasonic	100101-02	2010
		Cross over conveyor and corner belt		
Regal	10000	Cardboard Skillet De-Nesting, Filling & Labelling Line, with Domino printer and Beckhoff barcode reader	RP102	2006
Icon		Outfeed Belt Conveyor		
Icon		3 metre Pot Conveyor		
Ancholme	Granola	Freestanding Depositer		
Steck		Freestanding Depositer		
Loma	AS	Check Weigher		

Make	Model	Description	Serial, Registration or ID Number	Y O M / D O R
AFT		Panini Line (Line 10)		2010
Grote	522	Auger Depositer		2010
Grote	522	Auger Depositer		
Quin		Aligner		
Ilapak	Delta 3000	Flow Wrapper, with	D 220.04 423	2007
Herma		Under Labeller		
Icon		Outfeed Belt Conveyor		
		Equipment off line:		
Metronic	UDA150S	2 Printers		
Domino	A Series	2 Printers		
AFT		2 Mini Depositors		
		Corner Belt		
Printing Room				
MR		2 Labellers		
Engineering Workshop				
Domino	A Series	3 Printers		
Link	4900	2 printers		
Tray Wash				
T C Williams	Bullit 325	Tray Washer	96/3209	1996
Packaging Store				
		33 bays of Pallet		
Despatch				
Goring Kerr		Metal Detector		
		Dry Ice Dispenser		
Soco		2 Conveyors		
Soco		Carton Taper		
		Outfeed Roller Conveyor		
Goring Kerr		Metal Detector		
		Dry Ice Dispenser		
Soco		2 Conveyors		
Soco		Carton Taper		
		Outfeed Roller Conveyor		
Goring Kerr		Metal Detector		
		Dry Ice Dispenser		
Soto		2 Conveyors		
Soco		Carton Taper		
		Outfeed Roller Conveyor		
Goring Kerr		Metal Detector		
		Dry Ice Dispenser		
Soco		2 Conveyors		
Soco		Carton Taper		

Make	Model	Description	Serial, Registration or ID Number	Y O M / D O R
		Outfeed Roller Conveyor		
Goring Kerr		Metal Detector		
		Dry Ice Dispenser		
Soco		2 Conveyors		
Soco		Carton Taper		
		Outfeed Roller Conveyor		
Goring Kerr		Metal Detector		
		Dry Ice Dispenser		
Soco		2 Conveyors		
Soco		Carton Taper		
		Outfeed Roller Conveyor		
Goring Kerr		Metal Detector		
		Dry Ice Dispenser		
Soco		2 Conveyors		
Soco		Carton Taper		
		Outfeed Roller Conveyor		
Goring Kerr		Metal Detector		
		180 degree plastic		
Soco		90 degree Conveyor		
		Dry Ice Dispenser		
Soco		Carton Taper		
		Outfeed Roller Conveyor		
Goring Kerr		Metal Detector		
		Check Weigher		
Soco		Carton Taper		
		Outfeed Roller Conveyor		
Goring Kerr		Metal Detector		
		90 degree plastic		
		Packing Station, with		
Soco		Belt Conveyor		
Soco	1-400	Carton Taper		
		180 degree outfeed		
<b>Engineering</b>				
HPC	C5D82	Packaged Air Compressor		
CompAir	6000 Series	Packaged Air Compressor		
<b>Air Conditioning</b>				
Mycom		Refrigeration		
Lochinvar	Copper Fin II	Hot Water Boiler	F08H00209786	
Lochinvar	Copper Fin II	Hot Water Boiler	F04H001654640	
		Hot Water Storage Tank		
		Water Softening Plant		
		4 Refrigeration		
Ultrafilter	Ultratroc	Air Dryer		
<b>Compressor House</b>				
		3 Refrigeration		
<b>Garage</b>				
		4 Refrigeration		

Make	Model	Description	Serial, Registration or ID Number	Y O M / D.O.R
Yard				
		2 - 4 fan Condensors		
		3 fan Condensor		
APV		2 Cooling Towers		
		Water Storage Tank		
DWM Copeland		Impingement Chiller		
		Glycol Chiller & receiver		
		2 Refrigeration		

Magnus, Ninian Way, Tame Valley Industrial Park, Tamworth B77 513Y

Make	Model	Description	Serial, Registration or ID Number	Y O M / D O R
Low Risk Preparation Area				
Kronen		Slicer	173	2001
		Elevating Conveyor		
Kronen		Flume Washer	320	2006
Kronen		Flume Washer	284	2001
		Stainless steel Dip Tank		
		Stainless steel twin Jacuzzi		
Low Risk Bread Room				
		Commodity Washer		
High Risk Preparation				
Weber	CCL	KER Slicer	4289	2003
Urschel	G	Dicer	2571	
Urschel	OV	Slicer		
Kronen		Salad Centrifuge		
Seydelmann		Bowl Chopper	K90U86163-1	
AFT		Tomato Slicer		
Glass		400 litre Mixer		
Afos		De-Frosting Cabinet	153448	
Tray Wash				
IWM	52	Tray Washing Machine	00/3425	
High Care				
AFT		12.5 metre Assembly Conveyor	TW003	
AFT		Sandwich Slicer		
Carrera	1000M	Flow Wrapper, with Domino V200 printer & Herma labeller	TW031	
Multivac	R230	Thermo'Former, with forming station, filling area, seal and top & bottom label printers	1996	2003

AFT		Sandwich Slicer		
		Cross Conveyor		
Loma	IQ	Metal Detector	1008B-00534A	
Loma	IQ	Metal Detector	1008B-00537	
Regal	RP102	Cardboard Skillet De-Nesting, Filling, Sealing & Labelling Line, with 2 Domino S200+ laser coders & controllers and 2 Domino barcode readers	10000194	2006
Multipond	MP1001	Multi-head Weigher, with infeed	TW024	2003
AFT		11 metre Assembly Conveyor, with 2 Turbo over line depositers		2009
AFT		Twin lane Bread De-Nester, with buttering station	TW006	2006
Turbo		Freestanding Depositer	6005073	2010
Turbo		Freestanding Depositer	6005072	2010
AFT		Sandwich Slicer		

Make	Model	Description	Registration or ID Number	Y O M / D.O.R
Trepco/Regal	10000	Cardboard Skillet De-Nesting, Filling, Sealing & Labelling Line, with 2 Domino 5200+ laser coders & controllers and 2 Domino barcode		2007
AFT		13 metre Assembly Conveyor, with 2 Turbo overline depositers		
AFT	AC40	Sandwich Slicer		
AFT		4 lane Bread De-Nester, with buttering station		2005
AFT		4 lane Bread Feeder		2011
AFT/Grote		12 metre Assembly Conveyor		2011
AFT	AC40	Sandwich Slicer		2011
Trepco/Regal	100000	Double indexing high speed Skillet Machine, with 2 Domino D3201 laser printers & controllers and 2 XCheck barcode readers	10000229	2011
AFT		11 metre Assembly Conveyor, with Turbo overline		
Ilapack	Delta 3000LD	Flow Wrapper, with Domino V200 printer, Herma labeller	02/0600527	2010
AFT		9 metre Assembly Conveyor		
PA	Vision	Pot Sealer, with tooling	V400-MC-00021	
Best		Check Weigher		
Herma		Labeller, with Domino V100		
Loma	IQ	Metal Detector	100813-	
AFT	AC30	Sandwich Slicer		
Turbo	M250P	Freestanding Depositer	6005008	2010
Turbo	M250P	Freestanding Depositer	6005009	2010
Turbo	M250P	Freestanding Depositer	6005010	2010
Despatch				
Loma	IQ3	Check Weigher/Metal Detector	182	
Lorna	IQ	Metal Detector	1008B-	

Loma	10	Metal Detector	1008B-	
Loma	IQ	Metal Detector	100813-	
<b>Outside</b>				
		3 Refrigeration Compressors		
Atlas Copco	GA30	Packaged Air Compressor		
		Packaged Air Compressor		
Dry Energy	MTA	Air Dryer		
<b>On Roof</b>				
Daikin		Air Handling Unit		
		Refrigeration Compressor		
<b>Open Shed</b>				
		Spare Machinery including:		
Carrera	1000	Flow Wrapper		
		Label Printer		
		Head Exchanger for air handling unit		



13 -16 Drake Court, Riverside Business Park, Middlesbrough  
TS2 1135

Make	Model	Description	Serial, Registration or ID Number	Y.O.M / D.O R
Unit 10				
Ambient				
Logitrans	60 x STC	Pedestrian operated battery 30 bays of Pallet Racking	91184	
Units 13 & 14				
Bread Area				
Fat Strippa		Fat Interceptor 2,000 litre fibreglass Water Storage Tank & pump 2 Air Compressors, air 3 Refrigeration Compressors		
Unit 15				
Preparation				
Hobart	HSM 30	Mixer Upright Sanitizer	97-0172-481	2004
Atir Nilma		Vegetable Washer		
Kronen		Salad Centrifuge		
AFT		Tomato Slicer		
Vishay	VT200	Electronic Platform Scale		
Annexe				
AFT		6 metre Assembly Conveyor, with 2 lane butterer		
AFT		1 5 metre Transfer Conveyor		
Orion	600	Flow Wrapper		2001
Precision		Top & Bottom In-line		2011
Apollo		Printer		2011
Main				
AFT		8 metre Assembly Conveyor		
AFT		2 lane Automatic Butterer		
AFT		Sandwich Slicer		
Multivac	R230	Thermo Form Packaging	1591	2002
Weyfringe		Labelling Machine, with 2		
AFT		8 metre Assembly Conveyor		
AFT		2 lane Automatic Butterer		
AFT		Sandwich Slicer		
Multivac	R230	Thermo Form Packaging	1302	2001
Weyfringe		Labelling Machine, with 2		
AFT		8 metre Assembly Conveyor		
AFT		2 lane Automatic Butterer		
AFT		Sandwich Slicer		
Multivac	R240	Thermo Form Packaging	460	2005
Weyfringe		Labelling Machine, with 2		
AFT		8 metre Assembly Conveyor		
AFT		2 lane Automatic Butterer		

13 -16 Drake Court, Riverside Business Park, Middlesbrough TS2 1RS

Make	Model	Description	Serial, Registration or ID Number	Y O M / D.O R
AFT		Sandwich Slicer		
Multivac	R230	Thermo Form Packaging Machine	1976	2003
MPE	C1800	Card Sealing Machine, with Domino printer	1018	
Weyfringe		Labelling Machine, with 2 Apollo printers		
AFT		6 metre Assembly Conveyor (Line 5)		
AFT		2 lane Automatic Butterer		
AFT		Sandwich Slicer		
MPE	C1200	Card Sealing Machine, with Domino printer	1009	
Orion	600	Flow Wrapper		
		In-line Top & Bottom Labeller, with 2 Apollo printers		
Tray Wash				
Oliver.	PAN 800	Tray Washing Machine	07 3729	2007
Despatch				
Goring Kerr	Thermo	Metal Detector	203542	
Goring Kerr	Thermo	Metal Detector	211815	
Graseby Goring	TEK-21	Metal Detector	55521-1	
Fortress	Phantom	Metal Detector		2008
Goring Kerr	Thermo	Metal Detector	211490	
Graseby Goring	TEK-21	Metal Detector	55521-1	
Thermo	TRASP-	Metal Detector	7430	2007
Comarme	GEM520	Carton Taper	A0028416	2007
Outside				
		Standby Generator & fuel		
Hubbard	HCPS	2 Refrigeration Units		
Danfoss		2 Refrigeration Units		
		Refrigeration Compressor		
Unit 5				
Engineering				
		Spare Machinery		
AFT		4 - 2 lane Butter Collators		
AFT		2 Sandwich Slicers		
AFT		Small 2 lane Butter Collator		
Industrial				
Washing	SAN100	Sanitizing Tunnel	918-SAN1	2010
Syspal	L1500	Boot Washer	1163	2005
Soken		Card Sealer	21600	

Units 13 and 17-19, Armstrong Way, Great Western Industrial Park, Southall,  
Middlesex, UB2 4SD

Make	Model	Description	Serial, Registration or ID Number	Y O.M / D O.R
<b>UNITS 17 &amp; 19</b>				
<b>Goods Inward</b>				
Sacria Industries	Sam 580	Cardboard Baler	606026	
Polar		QA Fridge		
		4 x Bays Pallet Racking		
Unitech		Tigo Loop Sanitising Tunnel with Rolling Conveyor		
Phoenix Instrumentation		Dosing System		
Vax		2 x Waste Disposal Systems, complete with continuous air extraction system		
Kronen		Fruit Washer		
Kronen		Vegetable Slicer		
Urshel		Vegetable Slicer		
Henro		Carrot Baton Slicing Machine complete with Slither Machine		
Unitech		3 x Dip Tanks		
Unitech		Tigo Loop Sanitising		
		Potato Press		
		Potato Rumbler		
<b>Ready-To-Eat (RTE) Area</b>				
Kronen		Leaf Spinner		
Universal		2 x Star Heat Sealers		
		6 x Bays of Lightweight		
		2 x Bays Pallet Racking		
Baser		Hand Sanitiser		
Manca	CM40BLR	Bowl Chopper		1995
Steck		Depositor	HLB188	
		2m Belt Conveyor		
Fam		Fern Machine		
Urshel		Dicing Machine		
		Lazy Susan		
Steck		Depositor	HLB189	
		Line 1 Comprising, 8m Belt Conveyor, PA Rotary Sealer model 182, serial 1863 182,16682, Loma 103 Metal Detector and CW3 Checkweigher, Herma 652 Labelling Machine with Domino Printer		

		Line 2 comprising 6m Belt Conveyor, Loma IQ3 Metal Detector and CW3 Checkweigher and 8m Conveyor		
Safeline	Certus	Metal Detector (Line 3)	52220	
Safeline		Metal Detector with 8m		
Loma	IQ3 / CW3	Metal Detector and Checkweigher, with 10m Belt Conveyor (Line 5)		
Don Shipman		Butter Slicing Machine		
<b>Fruit Hall</b>				
Roser		Hand Sanitiser		
Universal		Star Sealer (In Repair)		

Units 13 and 17-19, Armstrong Way, Great Western Industrial Park, Southall, Middlesex, UB2 4SD

Make	Model	Description	Serial, Registration or ID Number	Y O M / D O R
Toshiba	5X5	Label Printer		
Kronen		Fruit Press		
		Line 9 Comprising: 5m Conveyor; Illapak Prima Due Flow Wrapper, Serial 168-97, Safeline Metal Detector and Markem Thermal Printer		
Scotsman	M61	Ice Machine	EG4965-5	
Excel		Solent Floor Scale		
Polar		Apple Dicer		
		Line 8 Comprising: 5m Belt Conveyor, Loma Systems Bucket Metal Detector and Loma Checkweigher		
		Line 7 Comprising 8m Conveyor, Loma IQ3 Metal Detector and Loma CW3 Checkweigher		
		Line 6 Comprising. 3m Belt Conveyor, Markem Printer, Kronen Lemon Slicer, and Safeline Metal Detector		
Kronen		2 x Fruit Presses		
Unitech		Tray Washer		
		Stepped 6m Incline Conveyor		
Non Food Tech	660374/270	Pineapple Washer Station with Cross Feed Belt	18A0783000	
<b>DespatchArea</b>				
Toshiba	5) (5	Label Printer		
Soco		Conveyor with Domino PCU III Box		
		7 x Lazy Susans		

<b>Engineering Department</b>				
Universal		Filling Machine		
Genten		Box Banding Machine		
<b>Compressor Room</b>				
Kaeser	ASD32T	2 x Packaged Air Compressors		2006
		High Pressure Washer System		
Kaeser	FB 620C	HPC Air Blower		
		Vertical Air Receiver		
Kaeser	OW4	Oil/Water Separator		
IMA		Cooling System with High Temp Chiller and Medium Temp Chiller		
<b>UNIT 13</b>				
		Floor Scale		
		9 x Bays 2-Tier Pallet Racking		
Dixell		Temperature Monitoring System		
		32 Bays 4-Tier Pallet Racking		
		Floor Scrubber		
		5 x Bays Pallet Racking		
		30 x Bays 3-Tier Pallet Racking		
<b>OUTSIDE</b>				
Customate		Tray Washer		
		2 x Compressors (Cased)		

Make	Model	Description	Serial, Registration or ID Number	Y.O.M / D.O.R
Karcher	HDS	High Pressure		
Crown		2 x Reach		

Horton Road, Poyle, Slough, SL3 OAT

Make	Model	Description	Registration or ID Number	Y.O.M / D.O.R
Main				
Genie		MEWP		
		22 x Bays 3-Tier Pallet		
		14 x Bays Lightweight		
Phoenix		Box Making Machine		
		13 x Bays 3-Tier Racking		
Soco		Box Making Machine		

Food Partners, Unit 4, Gallymead Road, Colnbrook,  
Slough, SL3 OEN

Make	Model	Description	Serial, Registration or ID Number	Y O M / D O R
Goods In				
		13 x Bays 3-Tier		
Chemical				
		Refrigeration		
Decon Area				
		Flume Washer		
Crusader	SAN	Sanitising Tunnel	381 SISP	2001
Dispatch				
Marco	Linemaster	Scales	50893	
Marco	Linemaster	Scales	50903	
Loma	103	Metal Detector		
Loma	IQ2	Metal Detector	AMC43526-40520M	2005
Loma	103	Metal Detector	MD30415024-D	2011
Cintex	1430	Metal Detector	883490	2000
Loma	IQ2	Metal Detector		2005
Loma	IQ3	Metal Detector	MD30411264D	2009
Loma	IQ2	Metal Detector		
Cintex	1430	Metal Detector		
Cintex	1430	Metal Detector	003490	2000
Outside				
HPC Pulsair	SK26	2 x Air Compressors		

HPC Pulsair		Air Receiver		
Compare	FT	Air Dryer		
Hydrovane	822PSA508	Compressor		2007
Zanotti	Unblock	Chiller Unit	GCC35075055E	2000
Unit 5				
		15 x Bays 2-Tier Pallet Racking		
		24 x Bays 4-Tier Pallet Racking		
		12 x Bays 4-Tier Pallet Racking		
		6 x Bays 4-Tier Pallet Racking		
High Risk				
		10m Stainless Steel		
AFT	629003	2 x Sandwich		
Chef Quip		Mixing Unit		
		8m Belt Conveyor		
AFT		Plunge Cutter	081208-01	2009
		3m Belt Conveyor		
		Labelling Machine		
		Collator		
		12m Belt Conveyor		
Ilapak	Carrera 500	Flow Wrapper		
Premier	P100	Labelling Machine	1001G10	
AFT		Bread De-nesting Unit	253001	

Make	Model	Description	Serial, Registration/ or ID Number	Y.O M D.O R
		2m Belt		
AFT		Bread Slicer	131005	
Ilapak	VT24 Carrera 500PC	Flow Wrapper with Premier 100 Labelling Machine		
AFT		Bread De-nesting Unit	423001	
AFT		10m Belt Conveyor		
Ilapak	Carrera 500M	Flow Wrapper with Premier 100 Labelling Machine		
		Tilted Rotary Slicer		
AFT		10m Belt Conveyor		
AFT		Ultrasonic Cutter	090603-03	
Ilapak	VT24 Carrera 500PC	Flow Wrapper with Premier 100 Labelling Machine		
AFT		12m Belt Conveyor		
AFT		Bread De-nesting Unit	080504A0	2009
AFT		Butter Pump	100403-07	2010
		12m Belt Conveyor		
AFT	AC 60 U/S	Ultrasonic Tandem Cutter	090902-1	2009
Marco	Linemaster	Scales		
AFT		Bread De-nesting Unit	100403-02	2010
AFT		Butter Pump	090603-02	2009
AFT		3 x Freestanding Depositors		
AFT	ACGOLH	Ultrasonic Cutter	11040201	2011

Regal	Trepko 4125	Cardboard Skillet De-Nesting, Filling, Sealing and Labelling Line, with 2 Domino A300 Laser Coders	10000-215	2009
AFT		Bread De-nesting Unit	100403-01	2010
AFT		Butter Pump	100403-06	2010
		Freestanding Depositor		
AFT		Slicer	509001	
Regal	Trepko type 10000	Cardboard Skillet De-Nesting, Filling, Sealing and Labelling Line, with 2 Domino A300 Laser Coders	1981	2007
AFT		Bread De-nesting Unit	100403-03	2010
AFT		Butter Pump	100403-05	2010
		Freestanding Depositor		
Marco	Linemaster	2 x Scales		
		12m Belt Conveyor		
AFT		Bread Slicer	131003	
Regal	Trepko type 10000	Cardboard Skillet De-Nesting, Filling, Sealing and Labelling Line, with 2 Domino A300 Laser Coders	199	2007
AFT		Freestanding Depositor	090602-01	2009
AFT		Butter Pump	100403-04	2010
AFT		Auger:Depositor	100901-01	2010
AFT		Bechamel Depositor	100501-01	2010
AFT		Auger Depositor	100901-02	2010
AFT		Bread Collator		
Marco	Linemaster	3 x Scales		
Kronen	G510	Salad Slicer	1629	2010
		Salad Slicer		
Kronen		Salad Spinner		
		2 x Food Mixers		
Marco		Scales		
		2 x Cheese Slicers/Graters		

Lords House, 665 North Circular Road, Wembley,  
London, N1A/2 7AX

Make	Model	Description	Serial, Registration or ID Number	Y O.M / D O.R
Outside				
CAT	B15-MDT	Forklift Truck	F25B-55661	2002
Boiler Room / Compressor				
Uniblock		2 x Zanotti Ecology		2000
Worthington Creysensa		Air Compressor	WCF250507	
		Air Receiver		
Motivaair	OP-FD130	Air Compressor	37-11-MA12446	
Compare	Hydrovane	Compressors		
MTA	TAE051	Water Cooler	22000 56648	2005



MTA	TAE051	Water Cooler	20000 004913	2001
Coldstream		2 x Cooling Units		
Despatch				
Safeline		Metal Detector	239	
Phoenix		Box Sealer	50132918	
Endoline		Box Sealer		
Salad Prep Area				
Kronen		Salad / Fruit Washer		
Nilma		Salad / Fruit Washer		
Transfer Room				
Rutland		Sanitising Tunnel		
SECOND FLOOR STORAGE				
		15 x Bays 2-Tier Pallet		
AFT		Bread De-Nester and Butterer	CE0304042	
AFT		Bread De-Nester and Butterer	FB012	
IWM		Veg/Fruit Sanitiser		
Comarme	GEM 520	Box Sealer	AZ026081	2005
Lynx	20004R	Label Printer		
AFT		Slicing Machine	CE0304044	
		Meat Slicer		
Bluebird	HAWK	L-Sealer		2006
		Butter Temperer Heat		
FIRST FLOOR				
Clean Room				
		Walk-through Boot Wash		
Prep Area				
Glass		Mixer		
Kronen	GS10	Slicer	1465	
Kronen		Salad Spinner		
AFT		2 x Tomato Slicers		

Lords House, 665 North Circular Road, Wembley, London,  
NW2 7AX

Make	Model	Description	Serial, Registration or ID Number	Y O.M / D O R
Treif		Slicer	255006-616350547	
Tecmag		Mixing Unit		
Medoc		Meat Slicer		
CSM	A2005	Mixer	A40000100	
Hobart	M602	Mixer		
FMT		Salad Spinner		
		Vegetable Slicer		
Lincat		Heating Cabinet		
Mono		Tilting Rotary	41082782	
AFT		Bread Slicer	CE0129001	
AFT		Bread Slicer	CE0304043	
AFT		Bread Slicer	101105	
AFT		Bread De-Nester and Butterer	CE050904-2	
AFT		Bread De-Nester and Butterer	CE80420124	
Production Area				
AFT		Bread De-Nester and Butterer	FB011	
		9m Belt Conveyor		
AFT		Bread Slicer	CE0090360108	
Multivac		Thermoformer	1125	
		2 x Labelling		
Multivac		Label Printer and Applicator	23043/04	
Cintex		Metal Detector	A80250B	
		9m Belt Conveyor		
Multivac		Thermoformer	941	
Multivac		Label Printer and Applicator	23044/04	
Cintex		Metal Detector	A80278	
AFT		Bread De-Nester and Butterer	CE2022002	
AFT		9m Belt Conveyor		
AFT		Bread Slicer	CE0337001	
Multivac		Thermoformer		
Mr Etikettertechnik		Label Printer and Applicator		
Cintex		Metal Detector		
MPE		Box Sealer		
AFT		Bread De-Nester and Butterer	CE330014COBR	
		9m Belt Conveyor		
AFT		Ultrasonic Cutter	100201-01	2010
Regal	Trepko	Cardboard Skillet De- Nesting, Filling, Sealing and Labelling Line with 2 Domino Laser	190	2006

Cintex		Metal Detector	80333	
Redpack		Flow wrapping		
Cintex		Metal Detector		
		6m Belt Conveyor		
Redpack		Flow wrapping		2004
Cintex		Metal Detector		
AFT		Bread De-Nester and	CE0202001	
		9m Belt Conveyor		
Redpack		Panini Flow Wrapping	704	
Loma	EQ2	Metal Detector	894837	
IWM		Tray Wash	258/C6/A/304/010	
Overprint		Label Application		

Rowallan Business Park, Southcraig Avenue, Kilmarnock  
KA3 6BQ

Make	Model	Description	Serial, Registration or ID Number	Y O.M / D O.R
Chill Room 1				
Rutland Handling		Sanitizing Tunnel		
Vegetable Preparation				
Kronen	3800V	Jacuzzi Vegetable Washer		
Bread Store				
Overprint		Package Overprinter		
High Care Preparation				
		Boot Washer		
Urschel		Slicer	29067	
Kronen	K50 -	Salad Centrifuge		
Main Production				
Loma	IQ2	Metal Detector		
AFT		9 metre Assembly Conveyor	CEO 144004	
AFT		Butter Collator	CEO 144001	
AFT	AC40	Sandwich Slicer	330006	
Ulma	Florida	Flow Wrapper	141198	2009
Loma	IQ2	Metal Detector	AMC41761-25265	
		Turntable		
AFT		9 metre Assembly Conveyor		
AFT		Butter Collator		
AFT	AC40	Sandwich Slicer		
Multivac	8230	Thermo Form Packaging	1057	2000
Loma	IQ2	Metal Detector	AMC4145321809	
Syspal		Turntable	62358	2000
AFT		9 metre Assembly Conveyor		
AFT		Butter Collator		
AFT		Sandwich Slicer	CE00003003	

MPE		Card Sealing Machine, with Domino A Series Plus printer	1013	
Loma	IQ2	Metal Detector	AMC4145321810	
		Turntable		
AFT		9 metre Assembly Conveyor		
AFT		Butter Collator		
AFT		Sandwich Slicer		
MPE		Card Sealing Machine, with Domino A Series Plus printer	1014	
Qualitech		Metal Detector	MH1431 MCD	1997
		Turntable		
Rutland Handling	1	6 metre Assembly Conveyor	4269	
Spreadmatic		Butterer		
Ulma	Atlanta	Flow Wrapper	110257	
Loma	102	Metal Detector		
		6 metre Assembly Conveyor		

Rowallan Business Park, Southcraig Avenue, Kilmarnock KA3 6BQ

Make	Model	Description	Serial, Registration or ID Number	Y O M / D O R
Ulma	P500X	Flow Wrapper	7851728/8	
Loma	1Q2	Metal Detector		
Tascomp		Data Collection System, with 6 Prodigy terminals, server and monitor		2010
Tray Wash				
Jeros	8130	Tray Washer		
AFT		Sandwich Slicer	CE0144002	
Roof Space				
CompAir	Cyclon	Packaged Air Compressor	F164-2747	2002
CompAir	Cyclon	Packaged Air Compressor	F161-1572	1999
CompAir	F37	Air Dryer		
CompAir	L22	Air Dryer		
CompAir		500 litre vertical Air Receiver		
		8 Refrigeration Compressors		
Outside				
Avery Berkel	L126	Electronic Platform Scale		
		3 Refrigeration Compressors		
Storage				
1Vlultivac	R230	2 Thermo Form Packaging Machines		



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3229975  
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 11 APRIL 2012 AND CREATED BY  
BRAMBLES FOODS 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 14 APRIL 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2012**



*Companies House*  
— for the record —



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

*dx*