

# M

CHFP041

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bold block  
lettering\* Insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

[ ] [3]

03761294

Name of company

\*Delamere Dairy Limited

Date of creation of the charge

17 October 2008

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

Debenture

Amount secured by the mortgage or charge

7 All the Company's liabilities to the Co-Operative Bank p l c of any kind in connection with the Debenture dated 17 October 2008, whether present or future, actual or contingent, and whether incurred alone or jointly with another, together with charges, commission Interest and expenses of The Co-Operative Bank p l c

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

The Co-Operative Bank p l c, No 2 Cathedral Square, The Cloth Market,  
Newcastle-Upon-Tyne

Postcode NE1 1EE

Presenter's name, address and  
reference (if any)The Wilkes Partnership  
41 Church Street  
Birmingham  
B3 2RT  
DX 13047 BIRMINGHAM

Time critical reference

For official use (02/2006)  
Mortgage Section

Post room

FRIDAY



\*ANTLZ48M\*

A75

24/10/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Appendix one

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lettering

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

† Delete as  
appropriate

Particulars as to commission allowance or discount (note 3)

Signed

Date

23<sup>rd</sup> October 2008

On behalf of [company] (mortgagee/chargee) †

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

## **APPENDIX ONE to Companies House Form COM395- Delamere Dairy Limited**

1 by way of legal mortgage all the freehold and leasehold property of the Company owned at the date of this Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon,

2 by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property (including heritable property situate in Scotland), at any time belonging to or charged to the Company (not being the property charged at point 1 above) and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon,

3 by way of fixed charge all rights present and future under covenants of title given in relation to the property referred to above ("the Property") and the benefit of all its rights against any lessee, sub lessee, licensee or other occupier (and their guarantors and sureties) of the Property,

4 by way of fixed charge all rights present and future under any contract for sale letting or other disposal of the Property and any option to renew any Lease or purchase any reversion (whether freehold or not) in relation to the Property and all rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design, constructing, fitting out, repair or replacement of the Property,

5 by way of fixed charge all licences, consents and authorisations (both public and private) present and future,

6 by way of fixed charge all plant, machinery, vehicles, computers and other equipment (unless it forms part of its stock in trade or work in progress) and all rights present or future against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement,

7 by way of fixed charge all the Company's goodwill and uncalled capital,

8 by way of fixed charge all the stocks, shares and other securities (including debt securities) and interest in any unincorporated business or entity at any time owned by the Company together with all rights and benefits and property in relation thereto,

9 by way of fixed charge all interests in and rights under policies of insurance and assurance belonging to the Company and all its rights to other compensation monies payable in respect of assets charged by the Debenture,

10 by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know how, inventions, confidential information and other intellectual property rights including the benefit of any pending applications for any of them belonging to the Company including all the Company's rights under any agreements both present and future relating to the use or exploitation of such rights,

11 by way of fixed charge all book and other debts at any time owing to the Company and all monetary claims and other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the bank and third parties) capable of being satisfied by the payment of money at any time belonging to the Company including payments of or entitlement to claim payment of any taxes, insurance premiums or other over-payments by the Company together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and other encumbrances),

12 by way of floating charge all the Company's undertaking property and assets whatever and wherever both present and future (including heritable and other property and assets in Scotland)

Pursuant to the Debenture the Company has agreed that it will not, without the prior written consent of the Bank, create or allow to subsist any mortgage, charge, assignment by way of security pledge, lien (save where arising by operation of law in the usual course of business) hypothecation, preferential rights (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security or other security interest of any kind over any of the assets charged by the Debenture nor attempt to agree to do so and the Company will not sell, transfer, assign, factor, discount or otherwise dispose of any of the assets charged by the Debenture without the prior written consent of the Bank (except of a disposal at market value in the usual course of trading of assets charged by way of floating charge only) or attempt to agree to do so

- 1 create or permit to arise any mortgage charge or lien on the Property,
- 2 dispose of the property,
- 3 deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of business,
- 4 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property

The Legal Charge gives the Mortgagee power to appoint a receiver and administrator



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

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

**COMPANY NO. 3761294  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 OCTOBER  
2008 AND CREATED BY DELAMERE DAIRY LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CO-OPERATIVE BANK PLC UNDER THE TERMS  
OF THE AFOREMENTIONED INSTRUMENT CREATING OR  
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24  
OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 OCTOBER  
2008

*plax*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES