

MG01

Particulars of a mortgage or charge

430200/91
Oyez

A fee is payable with this form.

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

Please see 'How to pay' on the last page



What this form is for

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



What this form is NOT for

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

FRIDAY



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14/05/2010

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COMPANIES HOUSE

Company details

Company number

0 4 9 3 7 1 3 0

Company name in full

Bart Spices Limited (the "Company")

7 For official use

Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

Date of creation of charge

Date of creation

0 4 0 5 2 0 1 0

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

Legal Mortgage (the "Mortgage")

Amount secured

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

Amount secured

1. Pursuant to clause 2 of the Legal Mortgage, the amount secured is all money and liabilities whatever, whenever and however incurred, whether now or in the future due, or becoming due, from the Company to the Bank (the "Debt") and includes but is not limited to:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of your contingent liabilities;
- (c) discount, commission and other lawful charges and expenses

(see continuation pages)

Continuation page

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

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Particulars of a mortgage or charge

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

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

Continuation page

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

Name	HSBC Bank plc (the "Bank")
Address	Securities Processing Centre, PO Box 3924, 79 Hoyle Street, Sheffield,
Postcode	S 1 9 B D
Name	
Address	
Postcode	

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1. Pursuant to clause 1 of the Legal Mortgage (the Property and other assets), with full title guarantee, the Company charges by way of legal mortgage, and (as appropriate) assigns and transfers to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

(a) the Property known as premises at Mead Street, York Road and St Lukes Road, Bristol registered at H M Land Registry with title number: AV215197, and the Property known as land and buildings on the north-west side of Mead Street, Bedminster registered at HM Land Registry with title number BL63264.

(b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;

(c) any shares or membership rights mentioned in paragraph 3 of the Conditions;

(d) any goodwill of any business from time to time carried on at the Property,

(e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and

(f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you.

Notes:

1. Pursuant to clause 9 (Safeguarding of the Bank's Security) of the Mortgage Deed Conditions (2006 edition), which are incorporated into the Mortgage and annexed thereto, the Company must not, without the Bank's written consent

(i) agree to, or give, any licence or tenancy affecting the Property;

(ii) exercise the powers conferred by sections 99 or 100 of the Law of Property Act 1925 (relating to grant and surrender of leases);

(iii) in any other way, either create, or dispose of, (or agree to) any legal estate or legal or equitable interest in the Property,

(iv) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Property, for example, compulsory purchase, or

(see continuation pages)

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Particulars of a mortgage or charge



Amount secured

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

Amount secured

(d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement,

(e) money agreed to be paid by you under paragraph 24 of the Conditions;
The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank

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Particulars of a mortgage or charge



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

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

Name	
Address	
Postcode	
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Name	
Address	
Postcode	

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Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(v) apply for any improvement or other grant or do anything which might result in the Property being subject to a statutory charge; and

the Company must do everything in its power to prevent:

(i) any other person from being registered under the Land Registration Acts and Rules from time to time in force as proprietor of the Property and you will be liable for the expense incurred by the Bank in lodging from time to time notices against the registration of title to the Property, and

(ii) any person from becoming entitled to claim any right over the Property; and

must do everything necessary to help the Bank to:

(i) confirm or protect its interest in the Property, and

(ii) exercise any of its rights under the Mortgage.

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires, whether or not the Mortgage has become enforceable.

The Company must not, without the Bank's written consent, at any time create or allow any other mortgage, charge or burden in relation to the Assets.

2. Pursuant to clause 15 (Power of Attorney) of the Mortgage Deed Conditions (2006 edition), which are incorporated into the Mortgage and annexed thereto, the Company irrevocably appoints the Bank, and/or each and every receiver appointed by the Bank, as its attorney and in its name and on its behalf to:

(a) sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank and/or any receiver may think fit;

(b) exercise any powers in respect of any of the Company's obligations under the Mortgage; and

(c)

(i) make any payments (whether by way of payment of rent, service and other charges or other money payable under a lease, Commonhold Community Statement or otherwise),

(ii) effect or renew insurance;

(iii) carry out works;

(iv) represent the Company as a member of any management company or Commonhold Association; or

(v) do other things (including the execution of any new lease pursuant to a vesting order of the Court following relief from forfeiture) or bring, settle or defend any proceedings (including forfeiture proceedings) in the Company's name and at the Company's expense.

Definitions

"Assets" means anything and everything charged, assigned or transferred by the Mortgage.

"Conditions" means the HSBC Bank plc Mortgage Deed Conditions (2006 edition)

"Debt" means the Debt as defined in clause 2 of the Mortgage and as set out in section 4 of this form MG01

"Property" means the whole or any part of the Property described in the Mortgage (including all buildings, fixtures, fittings on the Property now, or at any time after the date of the Mortgage) and the Company's beneficial interest in the Property or the sale proceeds of it

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Particulars of a mortgage or charge

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

None

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 866)

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 870) 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)

Signature

Please sign the form here

Signature

Signature

x Osborne Clarke .

x

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

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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

Kate Holden

Company name

Osborne Clarke

Address

2 Temple Back East

Temple Quay

Bristol

Post town

BST 6EG

County/Region

Postcode

Country

DX

Telephone

0117 917 3000

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4937130
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 4 MAY
2010 AND CREATED BY BART SPICES LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO HSBC BANK PLC 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 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MAY 2010



Companies House
— for the record —

PO/PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES