



Registration of a Charge

Company name: **MING FOODS LIMITED**

Company number: **05067343**



X43A2VYY

Received for Electronic Filing: **16/03/2015**

Details of Charge

Date of creation: **16/03/2015**

Charge code: **0506 7343 0010**

Persons entitled: **LIBERTY LEASING PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KATIE WARDER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5067343

Charge code: 0506 7343 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2015 and created by MING FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th March 2015 .

Given at Companies House, Cardiff on 17th March 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

SUPPLEMENTAL CHATTEL MORTGAGE

Liberty Leasing Plc Liberty House, Brook Avenue, Warsash, Southampton, Hampshire SO31 9HP	Co Reg No 4302060
	AGREEMENT No. 6380/L

SCHEDULE (which forms part of this Deed of Supplemental Chattel Mortgage)

PARTICULARS OF COMPANY	
Company Name ("the Company") Ming Foods Limited	Company Reg. No. 05067343
Full names of Directors Sam Duong & Van Minh Duong	
Address of Company Upper Hockenden Farm Maudstone Road, Swanley Kent Post Code BR8 7QH	
Siting Address (if different)	
Telephone 01322 332888	

PARTICULARS OF GOODS	Registration number	Chassis Number	Serial Number / Engine Number	Date of manufacture /first registration
Please describe in full				
As Per Attached Schedule of Goods				

SIGNATURES	
WITNESS TO THE COMPANY'S SIGNATURE	
Signature Lewis Banford	To: Liberty Leasing Plc
Name Lewis Banford	Before we signed this Deed of Supplemental Chattel Mortgage, all the details requiring completion were completed to our satisfaction. We have read and understood the Terms of the Deed set out below.
Address Liberty House Brook Avenue Warsash SO31 9HP	EXECUTED and DELIVERED as a DEED on 16/03/15 by The Company acting by its authorised officers:
Occupation Account Manager	* [Signature] Director
Signature for and on behalf of Liberty Leasing Plc	* [Signature] Company Secretary/Director
Date 16/03/15	Director's full name in block capitals: VAN MINH DUONG
	Director's/Secretary's full name in block capitals: SAM DUONG
	The Signatories warrant that they have authority to bind the Company to this Deed.
	There must be two signatures: either two directors or one director and the company secretary.

CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

Minutes of a meeting of the Directors properly convened and held on 20th February 2015 at (Address) Upper Hockenden Farm, Maudstone Road, Swanley, BR8 7QH

It was reported to the meeting that:

(1) A quorum of directors was present and the meeting had been properly convened.

(2) It is proposed that LIBERTY LEASING PLC ("LIBERTY") will purchase certain goods (as detailed in the attached supplemental chattel mortgage document "the Goods") from the Company and that the Company and LIBERTY will then enter into a lease purchase agreement in order for the Goods to be hired back to the Company. These proposed arrangements are referred to as "the Transaction" in these minutes. The form of the proposed lease purchase agreement was then produced to the meeting ("the Lease Purchase Agreement").

(3) It is a condition of the Transaction that the Company enters into a supplemental chattel mortgage in order for LIBERTY to receive a first ranking mortgage over any Goods where title fails to vest absolutely and effectively in LIBERTY for any reason (the Non-Vesting Goods") and certain assets and rights related to the Goods and any Non-Vesting Goods (together with the Non-Vesting Goods, "the Assets"). The form of the proposed supplemental chattel mortgage was produced to the meeting ("the Supplemental Chattel Mortgage"). It was noted that the Supplemental Chattel Mortgage will be as security for all monies and liabilities now and from time to time in the future owing to LIBERTY.

Each director confirmed that he or she has no interest in any of the matters covered above and in the proposed resolutions which is required to be disclosed for the purposes of the Articles of Association of the Company or any other reason other than by virtue of having granted any guarantee or indemnity to LIBERTY in respect of the obligations of the Company to LIBERTY or being a director or shareholder in any company which has given any such guarantee or indemnity.

IT WAS RESOLVED

1. That the Company shall enter into the Transaction with LIBERTY and mortgage its right, title and interest in the Assets (if any) to LIBERTY as security under the terms of the Supplemental Chattel Mortgage in the form produced to the meeting or with such amendments as any officer may approve.

2. That the Company should execute and deliver to LIBERTY the Lease Purchase Agreement under hand and the Supplemental Chattel Mortgage as a deed each in the form produced to the meeting or with such amendments as any officer may approve.

3. That any officer from time to time of the Company be irrevocably authorised to negotiate and commit the Company to any variation of the terms of the Lease Purchase Agreement and the Supplemental Chattel Mortgage, and to execute under hand on behalf of the Company any variation of the terms of the Lease Purchase Agreement.

4. That the entry of the Transaction, the Lease Purchase Agreement and the Supplemental Chattel Mortgage is in the commercial interests of the Company and within the objects of the Company as stated in its Memorandum of Association, and that the granting of the security and other rights under the Supplemental Chattel Mortgage will be for the benefit of the Company and its businesses.

5. That the Company is solvent and that the Transaction will not result in the Company being unable to pay its debts within the meaning of section 123 of the insolvency Act 1986.

6. That the Company Secretary file the necessary forms at Companies House and update the Company's charges register.

TO: LIBERTY LEASING PLC

WE CERTIFY that the above is a true copy of the Resolution of the Board of Directors of the Company; and that the deed of Supplemental Chattel Mortgage attached to this certificate is in the form of the deed presented to and approved by the meeting; that the obligations in the Supplemental Chattel Mortgage and Lease Purchase Agreement will be binding upon the Company; that were dated on the same date on which they were signed; that the Memorandum and Articles of Association of the Company in force at such date and other particulars of the Company and its directors and secretary are those filed at the Registry of Companies on the date which is 30 days before the date of this certificate and will not change during the 30 days after the date of this certificate; and that the company has not granted any charge or similar which was not registered at the Companies Registry within 30 days prior to such date and will not do so during the 30 days after the date of the certificate.

Signature [Signature]

Position in relation to the Company CEO

Name of Signatory SAM DUONG Date 20/2/2015

SCHEDULE OF GOODS

This is the Schedule of Goods referred to in the agreement between
LIBERTY LEASING PLC and **MING FOODS LIMITED**

Dated: 16/03/15

Agreement number: 6380/LL

<u>Particulars of Goods:</u>	<u>Model No:</u>	<u>Serial No:</u>
Refrigeration Compressor	HGX8-3220-4	AU52836A018
Refrigeration Compressor	HGX8-3220-4	AU52839A018
Refrigeration Compressor	HGX8-3220-4	AU52838A018
Refrigeration Compressor	HGX8-3220-4	AU52837A018
V Block Condensor	NDVC-2000	71965
Liquid Receiver		1303A46499
4 x H&C Twin Fan Evaporators	CC-06ED2FPWP	
Rondo Transporto Conveyor	A21110.01	D221181011554
Rondo Extruder	Estrusorf D2206	D220682020069
Cross Pinner	ZORV600LA	D2171205
Flour Duster	ZMS630WKC	D2193307
Flour Duster	ZMS630WKC	D2193306
Flour Duster	ZMS630WKC	D2193308
Stainless Steel Conveyor	PDT6020LA	D2193301
2 x Rondo Gauging Units	No Plate	
Rondo Felt Mat	ZSPRLE600A	D2171204
Rondo Cutting Station & Make up Table		D2193302
Scrapping Unit	REAPEROSFRIDI	D220671030119
Scrapping Unit	REAPEROSFRIDI	D220671030121
Cross Pinner	ZORV600LA	D2171202

Signature(s):

Name of signatories:

Position(s):

Witness signature :

Witness name (in capitals) :

Witness address :

Liberty House
Brook Avenue
Warsash
Southampton
SO31 9HP