

MG01

Particulars of a mortgage or charge

165692/13



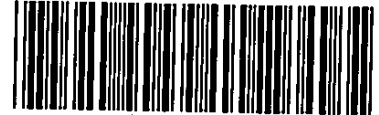
A fee is payable with this form.

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

THURSDAY



AWIBQVM6

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07/07/2011

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COMPANIES HOUSE

For official use

8

1 Company details

Company number 0 1 2 8 8 5 2

Company name in full David Price Food Services Limited (**Chargor**)

→ **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 0 5 0 7 y2 y0 y1 y1

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 Chattel Mortgage between the Chargor and the Lender (as defined below) (**Mortgage**)

4 Amount secured

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

Amount secured All moneys and liabilities due owing or incurred by the Chargor to the
Lender whatsoever, in any manner and in any currency or currencies
and whether present or future, actual or contingent, whether incurred
solely or jointly with any other person and whether as principal or
surety, together with all interest accruing on such moneys and
liabilities and all costs, charges and expenses incurred by the Lender
(**Secured Obligations**)

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

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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

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

Name Clydesdale Bank PLC (trading as Yorkshire Bank) (Lender)

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H L

Name

Address

Postcode

6 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 Charging provisions

1 1 The Chargor charged and assigned absolutely and unconditionally to the Lender with full title guarantee, by way of a specific first charge, all of its right, title and interest in and to the Assets, together with the benefit of

(a) all agreements, instruments and rights relating to the Assets,

(b) the benefit of all maintenance agreements and all Intellectual Property relating to the Assets

1 2 All Security created by the Company under clause 3 1 of the Mortgage (reproduced at paragraph 1 1 of this Form MG01) is

(a) a continuing security for the payment and discharge of the Secured Obligations,

(b) granted with full title guarantee,

(c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Assets, and

(d) granted in favour of the Lender

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) <p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission, allowance or discount	Nil	
8	Delivery of instrument <p>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)</p> <p>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)</p>	
9	Signature <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Addlehan Goddard LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 **KYNOI (26074/13641)**

Company name
Addleshaw Goddard LLP

Address **100 Barbirolli Square**

Manchester

Post town

County/Region

Postcode

	M	2		3	A	B	
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Country

DX **14301 Manchester**

Telephone **0161 934 6000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register
- You have included 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 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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 Negative pledge

- 2 1 The Chargor agreed not to create or permit to subsist any Security over any of the Assets
- 2 2 The Chargor agreed not to sell, transfer or otherwise dispose of any of the Assets on terms whereby they are or may be leased to or re-acquired by the Chargor in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset
- 2 3 Clauses 5 1 and 5 2 of the Mortgage (reproduced at paragraphs 2 1 and 2 2 of this Form) do not apply to any Security or arrangement which is permitted by the Lender in writing

In this Form MG01, the following terms shall have the following meanings

Assets means the plant, machinery, goods, chattels or other equipment (whether already acquired or to be acquired) specified in the schedule below (including all engines, appliances, parts, spare parts, instruments, appurtenances, accessories and other equipment of any kind installed on, or in, such goods or chattels) and any and all substitutions, alterations, replacements, renewals and additions made for or, in or to the same or any part of the same and, where the context so permits, any part or parts of them

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in London

Financial Indebtedness means any indebtedness for or in respect of

- (a) monies borrowed
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the generally accepted accounting principles in the United Kingdom, be treated as a finance or capital lease
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis)

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6 Short particulars of all the property mortgaged or charged

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Short particulars

- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account)
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution
- (h) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 60 Business Days after the date of supply
- (i) any amount raised under any other transaction (including any forward sale or purchase agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing and
- (j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) (as each such term as defined in the Mortgage)

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, domain names, 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 the Chargor (which may now or in the future subsist)

Security means any mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

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Short particulars

Schedule

(The Assets)

	Asset	Vehicle Registration Number	Year of Manufacture	Date of First Registration in United Kingdom
1	Mitsubishi L200 Warrior DI-D D/CA (Grey Pick-up, 4 Speed Auto Diesel)	NG06 HNH	2006	30 June 2006
2	Volvo FM (White Tractor (Heavy Haulage), Diesel)	NK06 AAE	2006	1 March 2006
3	Mercedes Actros (White Tractor (Heavy Haulage), Diesel)	NK06 NHV	2006	1 July 2006
4	Mercedes Actros (White Tractor (Heavy Haulage), Diesel)	NK06 NKW	2006	24 August 2006
5	Mercedes Actros (White Tractor (Heavy Haulage), Diesel)	NK06 NKX	2006	24 August 2006
6	Mercedes Actros (White Tractor (Heavy Haulage), Diesel)	NK06 NKZ	2006	24 August 2006
7	Mercedes Actros (White Tractor (Heavy Haulage), Diesel)	NK56 AWW	2006	29 September 2006
8	Mercedes Actros (White Insulated/Refrigerated Van, Diesel)	NK56 AYU	2006	29 September 2006
9	Mercedes Actros (White Insulated/Refrigerated Van, Diesel)	NK56 AYV	2006	29 September 2006
10	Volvo FM (White Insulated/Refrigerated Van, Diesel)	NK56 ANX	2006	24 September 2006

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Asset	Vehicle Registration Number	Year of Manufacture	Date of First Registration in United Kingdom
11 Glasgow Shunter (January 2009)	Not applicable	Not applicable	Not applicable
12 Three (3) Reach Trucks (9/01)	Not applicable	Not applicable	Not applicable
13 E16 Counterbalance No 4 (05/04)	Not applicable	Not applicable	Not applicable
14 Terberg YT180 Shunter (3/01)	Not applicable	Not applicable	Not applicable
15 Fuel Tanker Trailer (6/01)	Not applicable	Not applicable	Not applicable
16 Trailer 151 (9/02)	Not applicable	Not applicable	Not applicable
17 Trailer 152 (9/02)	Not applicable	Not applicable	Not applicable



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

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

**COMPANY NO. 128852
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED 5
JULY 2011 AND CREATED BY DAVID PRICE FOOD SERVICES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CLYDESDALE BANK PLC
(TRADING AS YORKSHIRE BANK) ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 7 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2011

