

262296/104
MG01

Particulars of a mortgage or charge



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
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



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11/11/2010

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COMPANIES HOUSE

1

Company details

Company number

0 4 3 4 1 2 3 3

Company name in full

Milk Link Processing Limited

(the "Company")

9

For official use

Filing 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

2 9 1 0 2 0 1 0

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

Debenture dated 29 October 2010 (the "Debenture")

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 in any other capacity
whatsoever) of the Company to any Finance Party
under the Finance Documents except for any
obligation or liability which, if it were so
included, would result in the Debenture
contravening any law (the "Secured Liabilities")

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	Lloyds TSB Bank plc (the "Security Agent" as agent	
Address	and trustee for the Secured Parties)	
	25 Gresham Street, London	
Postcode	E C 2 V 7 H N	
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	<p>Under the Debenture the Company with full title guarantee charges to the Security Agent as a continuing security for the payment, discharge and performance of the Secured Liabilities -</p> <p>1 Land</p> <p>1 1 by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Company a right to occupy or use property, and</p> <p>1 2 (to the extent that they are not the subject of a mortgage under Clause 2 2(a) (1) of the Debenture) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Company a right to occupy or use property (but excluding any heritable or leasehold property situate in Scotland)</p> <p>Provided that in the case of Clause 2 2(a) (1) or (11) of the Debenture applying to any leasehold property, if the consent of the landlord in whom the reversion of the relevant lease is vested is required for the Company to grant a legal mortgage or fixed charge over the leasehold property, the grant of legal mortgage or fixed charge (as the case may be) contained in Clause 2.2(a) of the Debenture shall not apply unless and until the Company has obtained the landlord's consent</p> <p>2 Investments</p> <p>2 1 by way of a pledge (from the date of delivery of the relevant instrument to the Security Agent) all Investments represented by a bearer instrument,</p> <p>(Please see attached continuation sheet)</p>	

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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 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).

9 Signature

Please sign the form here

Signature

Signature

X *Boul Perna Ltd* 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 Natalie Hollier

Company name Bond Pearce LLP

Address 3 Temple Quay

Temple Back East

Post town Bristol

County/Region

Postcode B S 1 6 D Z

Country

DX DX 200561 Bristol Temple Meads

Telephone 0845 415 0000



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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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>2 2 (to the extent that they are not the subject of a pledge under Clause 2 3(a) (1) of the Debenture) by way of a first legal mortgage all shares in any member of the Group owned by it or held by any nominee on its behalf,</p> <p>2 3 (to the extent that they are not the subject of a pledge under Clause 2 3(a) (1) of the Debenture of a mortgage under Clause 2 3(a) (11) of the Debenture) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalent Investments) owned by it or held by any nominee on its behalf,</p> <p>2 4 A reference in the Debenture to any share, stock, debenture, bond, warrant, coupon or other security or investment includes.</p> <p>2 4 1 any dividend, interest or other distribution paid or payable;</p> <p>2 4 2 any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>2 4 3 any right against any clearance system, and</p> <p>2 4 3 any right under any custodian or other agreement in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment</p> <p>3 The Company charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession</p> <p>4 The Company charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account it has with any person, including its Collection Accounts and Trading Accounts (if any) and the debt represented by that account</p> <p>5 The Company charges by way of a first fixed charge</p> <p>5 1 all of its book and other debts,</p> <p>5 2 all other moneys due and owing to it, and</p> <p>5 3 the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under Clause 2 6(a) of (b) of the Debenture</p> <p>6 Insurances</p> <p>6 1 The Company assigns absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts,</p> <p>6 2 To the extent that they are not effectively assigned under Clause 2 7(a) of the Debenture the Company charges by way of first fixed charge all amounts and rights described in Clause 2 7(a) of the Debenture,</p> <p>(Please see attached continuation sheet)</p>	

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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

6 3 A reference in Clause 2 7(c) of the Debenture excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of the Company to a third party (including without limitation death in service benefits and life insurance policies (or their proceeds) taken out by the Company for the benefit of its employees)

7 Other contracts

7 1 The Company assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

7 1 1 its Relevant Contracts,

7 1 2 any letter of credit issued in its favour, and

7 1 3 any bill of exchange or other negotiable instrument held by it

7 2 To the extent that any such right described in Clause 2 8(a) of the Debenture is not assignable or capable of assignment, the assignment of that right purported to be effected by Clause 2 8(a) of the Debenture shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Company may derive from that right or be awarded or entitled to in respect of that right,

7 3 To the extent that they do not fall within Clause 2 8 of the Debenture and are not effectively assigned under Clause 2 8 (a) or (b) the Company charges by way of first fixed charge all its rights under each agreement and document to which it is a party

8 The Company charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights

9 Miscellaneous

9 1 The Company charges by way of a first fixed charge

9.1 1 any beneficial interest, claim or entitlement it has to any assets of any pension fund,

9 1 2 its goodwill,

9 1 3 the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,

9 1 4 the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in Clause 2 10(c) of the Debenture, and

9 1 5 its uncalled capital

(Please see attached continuation sheet)

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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

10 The Company as beneficial owner and, in respect of the Secured Assets, as security for the payment, discharge and performance of the Secured Liabilities charges in favour of the Security Agent, by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future (including, without limitation, any undertaking and assets situated in Scotland (whether or not a Standard Security is to be entered into in respect of the same)) subject always to all mortgages, fixed charges, specific chattel mortgage, Standard Securities and created by or pursuant to any provision of the Debenture all of which mortgages, fixed charges, specific chattel mortgage, Standard Securities and assignments shall rank in priority to the floating charge created in the Debenture

NB The Company may not create or allow to exist any Security Interest on any of its assets, or either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets, unless permitted by the Facilities Agreement

The capitalised terms used in these particulars and listed below have the following definitions:

"Additional Chargor" means a member of the Group which becomes a Chargor by executing a Deed of Accession

"Cash Equivalent Investments" has the meaning as defined in the Facilities Agreement

"Chargor" means an Original Chargor and any Additional Chargor.

"Collection Account" means in relation to any Chargor:

- (a) any account established pursuant to Clause 8 3(b) of the Debenture, and
- (b) any other accounts which that Chargor and the Security Agent have designated as a Collection Account

"Deed of Accession" means a deed substantially in the form of Schedule 6 of the Debenture

"Facilities Agreement" means the up to £150,000,000 Facilities Agreement dated 29 October 2010 and entered into between, amongst others, the Company, the chargors (as defined therein), Lloyds TSB Bank plc as agent, the Security Agent and the Lenders (as defined therein)

"Finance Documents" has the meaning as defined in the Facilities Agreement.

"Finance Party" has the meaning as defined in the Facilities Agreement.

"Group" means the Parent, Milk Link Limited, and its Subsidiaries

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Short particulars

"Insurance" means any contract of insurance taken out by or on behalf of that member of the Group or under which it has a right to claim

"Intellectual Property Rights" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, designs, domain names, moral rights, inventions, confidential information, know-how or other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Obligor (which may now or in the future subsist)

"Investments" means the Shares, and all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments, which the Company purports to pledge, mortgage or charge under the Debenture

"Lender" has the meaning as defined in the Facilities Agreement

"Mortgaged Property" means all freehold and leasehold properties which a Chargor purports to mortgage or charge under or pursuant to the Debenture and includes each Scottish Property

"Obligor" has the meaning as defined in the Facilities Agreement

"Permitted Joint Venture" has the meaning as defined in the Facilities Agreement

"Plant and Machinery" means all plant, machinery, computers, computer software, office equipment and vehicles owned by the Company or any plant, machinery computers, computer software, office equipment and vehicles in its possession other than any for the time being forming part of the Company's stock in trade or work in progress

"Relevant Contracts" means

- (a) any agreement specified in Part 3 of Schedule 2 of the Debenture opposite its name or in Part 3 of the schedule to any Deed of Accession by which it became party to this Debenture, and
- (b) any other agreement to which the Company is a party and which the Company and the Security Agent have designated a Relevant Contract

"Scottish Property" means each of the heritable and leasehold properties charged by or pursuant to the Debenture

"Security" means and Security Interest created, evidenced, or conferred by or under or pursuant to the Debenture or any Deed of Accession

"Security Asset" means all assets of each Chargor and the subject of this Security

"Security Interest" means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having a substantially similar effect

(Please see attached continuation sheet)

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Short particulars

"Shares" means all shares in any member of the Group the subject of this Security

"Standard Security" means a standard security in, or as nearly as may be in, the form of Schedule 7 to the Debenture

"Subsidiary" means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, or
- (b) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 (other than any subsidiary undertaking which is a Permitted Joint Venture (as defined in the Facilities Agreement),

which shall, for this purpose, include any subsidiary or subsidiary undertaking (other than any subsidiary undertaking which is a Permitted Joint Venture (as defined in the Facilities Agreement)) the shares of which (if any) are subject to the Security and where the legal title to the shares so secured are registered in the name of the secured party or its nominee pursuant to such Security

"Trading Accounts" means any account specified in Part 6 of Schedule 2 of the Debenture or in Part 6 of the Schedule to any Deed of Accession by which it became party to the Debenture, and any other account which the Company and the Security Agent have designated a Trading Account



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4341233
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 OCTOBER
2010 AND CREATED BY MILK LINK PROCESSING LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY FINANCE PARTY 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 11 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2010

DP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES