

# MR01

## Particulars of a charge

110752/13



A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

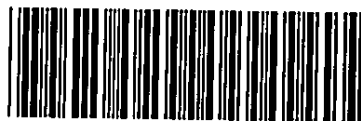
☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR02

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
**21 days** beginning with the day after the date of creation of the  
charge. If the form is delivered outside of the 21 days it will be rejected unless it is  
delivered with a court order extending the time for delivery

You must enclose a certified copy of the instrument with this  
form and place it on the public record



\*L32YRBDN\*

LD4

04/03/2014

#28

COMPANIES HOUSE

TUESDAY

### 1 Company details

Company number 0 1 7 5 2 2 4 2

Company name in full Marlow Foods Limited (the "Chargor")

For official use  
15  
→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 2 d 8 m 0 m 2 y 2 y 0 y 1 y 4

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name HSBC Corporate Trustee Company (UK) Limited, 8 Canada  
Square, London, E14 5HQ (as "Security Agent")

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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## Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

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

Description

The Mortgage Property being:

(a) Belasis Site, Nelson Avenue, Billingham, Cleveland TS23 4HA with Title Number CE123938;

(b) the land on the south-west and north-east sides of Brandon Road, Methwold, Thetford, Norfolk IP26 4RL, with Title Number NK228277;

(c) the Auction Mart and land on the east side of Station Road, Stokesley, North Yorkshire TS9 7AD, with Title Number NYK175277 and NYK98086; and

(d) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

in each case including all Related Rights (as defined in the Mortgage)

Please see continuation page for further details

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### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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### Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

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### Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Lilly Alamir

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### 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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.**

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

## MR01 - continuation page

### Particulars of a charge

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#### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

"Mortgage" means the charging instrument dated 28 February 2014 between the Chargor and the Security Agent to which this form relates

LC



**FILE COPY**

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

Company number: 1752242

Charge code: 0175 2242 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2014 and created by MARLOW FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2014.

Given at Companies House, Cardiff on 6th March 2014



**Companies House**



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

**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE LLP**

EXECUTION VERSION

DATED 28 FEBRUARY 2014

MARLOW FOODS LIMITED

AND

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

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MORTGAGE

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We hereby certify that, save for material redacted  
pursuant to s 859G of the Companies Act 2006, this  
is a true copy of the original

Signed Clifford Chance LLP

Date 3 March 2014

Clifford Chance LLP  
10 Upper Bank Street  
London E14 5JJ

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**THIS DEED** is dated 28 February 2014 between:

- (1) **MARLOW FOODS LIMITED** registered in England and Wales with company number 01752242 (the "**Chargor**"), and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** of 8 Canada Square, London, E14 5HQ as security agent (the "**Security Agent**")

**BACKGROUND:**

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows.

**1 DEFINITIONS**

In this Deed:

**"Mortgaged Property"** means:

- (a) the property specified in Schedule 1 (*Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset.

**2. FIXED SECURITY**

The Chargor charges with full title guarantee in favour of the Security Agent with the payment and discharge of the Amended Secured Obligations, by way of first legal mortgage the Mortgaged Property

**3. IMPLIED COVENANTS FOR TITLE**

- 3.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Fixed Security*).
- 3.2 It shall be implied in respect of Clause 2 (*Fixed security*) that the Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary

or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

#### **4 APPLICATION TO THE LAND REGISTRY**

The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register "

#### **5. FURTHER ADVANCES**

5.1 Each Lender is under an obligation to make further Advances to the Chargor and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.

5.2 The Chargor hereby consents to an application being made to the Land Registry to enter the obligation to make further Advances on the Charges register of any registered land forming part of the Mortgaged Property.

#### **6. RELEASE OF SECURITY**

##### **6.1 Redemption of Security**

Upon the Amended Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any agreement between the Security Agent and the Chargor, the Security Agent shall, at the request and cost of the Chargor, release and cancel the security constituted by this Mortgage and procure the reassignment to the Chargor of the property and assets assigned to the Security Agent pursuant to this Mortgage, in each case subject to Clause 6.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

##### **6.2 Avoidance of Payments**

If the Security Agent considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Mortgage and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

#### **7. THIRD PARTY RIGHTS**

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

**8 GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**9. COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1**  
**DETAILS OF MORTGAGED PROPERTY**

<b>Property</b>	<b>Title No.</b>
Belasis Site, Nelson Avenue, Billingham, Cleveland TS23 4HA	CE123938
Land on the south-west and north-east sides of Brandon Road, Methwold, Thetford, Norfolk IP26 4RL	NK228277
The Auction Mart and land on the east side of Station Road, Stokesley, North Yorkshire TS9 7AD	NYK175277 and NYK98086

**EXECUTION PAGES TO LEGAL MORTGAGE**

**THE CHARGOR**

EXECUTED as a DEED

by **MARLOW FOODS LIMITED**

[REDACTED]

Signature of Director

MARTIN LOFNEY

Name of Director

[REDACTED]

Signature of witness

ANDREW THUNDER

Name of witness

[REDACTED]

Address of witness

Occupation of witness

THE SECURITY AGENT 

Signed by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By: *LETICIA WILSON*

Address:

Fax:

Attention: