

MR01

Particulars of a charge

110830/13



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

✓ **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 MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

☒ You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

THURSDAY



L342SE7L
LD3 20/03/2014 #119
COMPANIES HOUSE

1 Company details

Company number 0 1 7 5 2 2 4 2 ✓

Company name in full Marlow Foods Limited ✓

0016

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 *

2 Charge creation date

Charge creation date 2 8 0 2 2 0 1 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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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

5

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

7

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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Particulars of a charge

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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)

9

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

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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1752242

Charge code: 0175 2242 0016

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 20th March 2014

Given at Companies House, Cardiff on 21st March 2014

DX



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 28 FEBRUARY 2014

MONTREAL SPV 4 LIMITED
MONTREAL SPV 5 LIMITED
MARLOW FOODS LIMITED
AND
CAULDRON FOODS LIMITED
AS COMPANIES

IN FAVOUR OF

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
AS SECURITY AGENT

SUPPLEMENTAL DEED OF CHARGE

EXECUTED IN CONNECTION WITH THE
AMENDMENT AND RESTATEMENT OF A SENIOR
FACILITIES AGREEMENT DATED 24 JANUARY 2011
(AS AMENDED AND RESTATED ON 4 MARCH 2011)

SUPPLEMENTAL TO

A DEBENTURE DATED 24 JANUARY 2011

AND

A DEBENTURE DATED 7 MARCH 2011

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 20/3/14
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

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THIS SUPPLEMENTAL DEED OF CHARGE (the "**Supplemental Charge**") is made by way of deed on 28 February 2014

BY:

- (1) **MONTREAL SPV 4 LIMITED**, formerly known as Exponent (Montreal) SPV 4 Limited, registered in England and Wales with company number 07472178,
- (2) **MONTREAL SPV 5 LIMITED**, formerly known as Exponent (Montreal) SPV 5 Limited, registered in England and Wales with company number 07472187;
- (3) **MARLOW FOODS LIMITED**, registered in England and Wales with company number 01752242;
- (4) **CAULDRON FOODS LIMITED** registered in England and Wales with company numbers 01679418 (together with Montreal SPV 4 Limited, Montreal SPV 5 Limited and Marlow Foods Limited the "**Companies**") in favour of
- (5) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as agent for the Secured Parties on the terms and conditions set out in the Debenture (the "**Security Agent**" which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

RECITALS:

- (A) The Lenders made a facility available to the Companies pursuant to the Original Facility Agreement (each as defined below)
- (B) By virtue of the Original Security Documents the Companies created security over the Charged Property in respect of the Secured Obligations (each as defined below).
- (C) The Agent and the Lenders have agreed to amend the Original Facility Agreement as set out in the Amendment Agreement (each as defined below).
- (D) Each Company wishes to confirm the existing security created pursuant to the Original Security Documents and grant security over the Charged Property to secure its obligations to the Lenders as amended by the Amendment Agreement.
- (E) This Supplemental Charge is supplemental to the Original Security Documents.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Charge

"Amended Facility Agreement" means the Original Facility Agreement as amended and restated by the Amendment Agreement

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Security Documents and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the First Amendment Date of the Amendment Agreement.

"Amendment Agreement" means the amendment and restatement agreement dated 20 February 2014 between Montreal SPV 4 Limited as parent, Montreal SPV 5 Limited as the company, HSBC Bank plc as agent, HSBC Corporate Trustee Company (UK) Limited as security agent and trustee and the financial institutions named in the Amendment Agreement as Lenders

"First Amendment Date" means, subject to the Agent providing confirmation to the Parent and the Lenders under clause 3 (*Conditions Precedent*) of the Amendment Agreement on or prior to such date, 7 March 2013, or such other date as the Parent and the Agent may agree

"Original Security Documents" means the debenture between Montreal SPV 4 Limited (formerly known as Exponent (Montreal) SPV 4 Limited) and Montreal SPV 5 Limited (formerly known as Exponent (Montreal) SPV 5 Limited) as chargors and HSBC Corporate Trustee Company (UK) Limited as Security Agent dated 24 January 2011 and the debenture between Marlow Foods Limited and Cauldron Foods Limited as chargors and HSBC Corporate Trustee Company (UK) Limited as Security Agent dated 7 March 2011.

"Original Facility Agreement" means the senior facilities agreement dated 24 January 2011 between Montreal SPV 4 Limited (formerly known as Exponent (Montreal) SPV 4 Limited) and Montreal SPV 5 Limited (formerly known as Exponent (Montreal) SPV 5 Limited), HSBC Bank PLC as Agent and HSBC Corporate Trustee Company (UK) Limited as Security Agent and the financial institutions named within as lenders as amended from time to time before the First Amendment Date under the Amendment Agreement.

"Original Security" means the Security created under the Original Security Documents.

"Supplemental Mortgage" means the legal charge between Marlow Foods Limited and the Security Agent dated on or about the date of this Supplemental Charge.

1 2 Terms defined in other Finance Documents

Unless defined in this Supplemental Charge, or the context otherwise requires, a term defined in the Original Security Documents has the same meaning in this Supplemental Charge or any notice given under or in connection with this Supplemental Charge. In the event that the terms or provisions of the Original Security Documents conflict, the terms and provisions of the debenture between Marlow Foods Limited and Cauldron Foods Limited as chargors and HSBC Corporate Trustee Company (UK) Limited as Security Agent dated 7 March 2011 shall prevail

1.3 Construction

- 1.3.1 The rules of construction set out in clause 1.3 (*Construction*) of the Original Security Documents shall apply to the construction of this Supplemental Charge
- 1.3.2 In this Supplemental Charge any reference to the "Security Agent", the "Company", the "Agent" or the "Secured Parties" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests.
- 1.3.3 From the First Amendment Date each of the Original Security Documents shall be read and construed as one document with this Supplemental Charge.
- 1.3.4 References in this Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Charge.

1.4 Third Party Rights

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

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each of the Companies confirms for the benefit of the Finance Parties that with effect from the First Amendment Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments made under the Amendment Agreement and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facility Agreement).

3 SUPPLEMENTAL SECURITY

3.1 Fixed Charges

- 3.1.1 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Company charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Companies at the date of this Supplemental Charge shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property
- 3.1.2 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Company charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all such Company's right, title and interest from time to time in

and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Tangible Moveable Property.

- 3 1 3 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Company charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all such Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Accounts.
- 3 1 4 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Company charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all such Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Intellectual Property
- 3 1 5 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Company charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all such Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of such Company
- 3 1 6 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Company charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all such Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Investments.
- 3 1 7 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Company charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all such Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise).

- 3 1 8 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Company charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all such Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) all Monetary Claims and all Related Rights other than claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Deed of Charge.

3 2 Assignments

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, the Companies assign and agree to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Amended Secured Obligations all the Companies' rights, titles and interests from time to time in and to each of the assets (subject to obtaining any necessary consent to that assignment from any third party)

- 3 2 1 the proceeds of any Insurance Policy and all Related Rights;
- 3 2 2 all rights and claims in relation to any Assigned Account;
- 3 2 3 each of the Specific Contracts;
- 3 2 4 any agreements, contracts, deed, leases, licenses, undertaking, guarantees, covenants, warranties, representations and other documents entered into by given to or otherwise benefiting that Company in respect of the Real Property; and
- 3 2 5 any rental income in respect of all or part of any Real Property.

3 3 Floating Charge

- 3 3 1 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, the Companies with full title guarantee charges in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.
- 3 3 2 The floating charge created by sub-clause 3 3.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties.
- 3 3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*).

4. MISCELLANEOUS

4.1 Incorporation of terms

The provisions of clauses 2 (*Payment of Secured Obligations*), 4 (*Crystallisation of Floating Charge*), 5 (*Perfection of Security*), 6 (*Further Assurance*), 7 (*Negative Pledge and Disposals*), 8 (*Shares and Investments*), 9 (*Accounts*), 11 (*Insurances*), 10 (*Monetary Claims*), 12 (*Real Property*), 13 (*Enforcement of Security*), 14 (*Extension and Variation of the Law of Property Act 1925*), 16 (*Appointment of Receiver or Administrator*), 17 (*Powers of Receiver*), 18 (*Application of Monies*), 19 (*Protection of Purchasers*), 20 (*Power of Attorney*), 21 (*Effectiveness of Security*), 22 (*Release of Security*), 23 (*Set-off*), 24 (*Subsequent Security Interests*), 25 (*Assignment*), 26 (*Discretion and Delegation*), and 28 (*Jurisdiction*) of the Original Security Documents are incorporated into this Supplemental Charge as if set out in full in this Supplemental Charge, but so that references into those clauses to:

4.1.1 the "Facility Agreement" are references to the "Amended Facility Agreement";

4.1.2 the "Secured Obligations" are references to the "Amended Secured Obligations"; and

4.1.3 "Charged Property" are references to the assets of each Company charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Supplemental Charge; and

4.1.4 "this Debenture" are references to this Supplemental Charge (other than for clause 5 (*Perfection of Security*) the Original Security Documents)

4.2 Incorporation of provisions into any Supplemental Mortgage

Clauses 1.2 (*Terms defined in other Secured Documents*), 1.3 (*Construction*), 6.1 (*Further Assurance. General*), 6.4 (*Implied Covenants for Title*), 13 (*Enforcement of Security*), 14 (*Extension and Variation of the Law of Property Act 1925*), 16 (*Appointment of Receiver or Administrator*), 17 (*Powers of Receiver*), 20 (*Power of Attorney*), 27 (*Governing Law*) and 28 (*Jurisdiction*) of the Original Security Documents are incorporated into the Supplemental Mortgage as if expressly incorporated into the Supplemental Mortgage, as if references in those clauses to the Original Security Documents were references to the Supplemental Mortgage and as if all references in those clauses to Charged Property were references to the assets of a Company from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Agent by or pursuant to the Supplemental Mortgage

4.3 Duplication

To the extent that the provisions of the Original Security Documents duplicate or are inconsistent with those of the Supplemental Mortgage the provisions of the Supplemental Mortgage shall prevail.

4.4 Mortgage

It is agreed that the Supplemental Mortgage is supplemental to this Supplemental Charge.

4.5 Original Security Documents

Except insofar as supplemented by this Supplemental Charge, the Original Security Documents shall remain in full force and effect.

4.6 No merger

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Documents shall continue in full force and effect notwithstanding this Supplemental Charge and shall not merge in any security constituted by this Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Supplemental Charge.

4.7 Counterparts

This Supplemental Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Charge.

5 GOVERNING LAW

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

THIS SUPPLEMENTAL CHARGE has been signed on behalf of the Security Agent and executed as a deed by the Company and is delivered by it on the date specified above.

EXECUTION PAGES TO SUPPLEMENTAL CHARGE

THE CHARGORS

EXECUTED as a DEED

by MONTREAL SPV 4 LIMITED

..... Signature of director
..... MARTIN LOFVES Name of Director

in the presence of

..... Signature of witness
..... ANDY TRINDER Name of witness

..... Address of witness
.....
.....
..... Occupation of witness

EXECUTED as a DEED

by MONTREAL SPV 5 LIMITED

..... Signature of director
..... MARTIN LOFVES Name of Director

in the presence of

..... Signature of witness
..... ANDY TRINDER Name of witness

..... Address of witness
.....
.....
..... Occupation of witness

EXECUTED as a DEED

by **MARLOW FOODS LIMITED**

..... Signature of director

..... **MARTIN LOFNES** Name of Director

in the presence of:

..... Signature of witness

..... **ANDY TRINDER** Name of witness

..... Address of witness

..... Occupation of witness

EXECUTED as a DEED

by **CAULDRON FOODS LIMITED**

..... Signature of director

..... **MARTIN LOFNES** Name of Director

in the presence of:

..... Signature of witness

..... **ANDY TRINDER** Name of witness

..... Address of witness

..... Occupation of witness

THE SECURITY AGENT

Signed by
HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED
acting by

)
)
)
)
)



LETICIA WILSON.....

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