

103364 13  
**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 to  
particulars of a charge for a  
company. To do this, please  
form MG01s

WEDNESDAY



LD2

\*L9BNTSAN\*

09/03/2011

185

COMPANIES HOUSE

**1**

**Company details**

Company number

0 1 7 5 2 2 4 2

Company name in full

Marlow Foods Limited (the "Company")

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

d0 d7 m0 m3 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

Mortgage dated 7 March 2011 (the "**Mortgage**") granted by the Company in  
favour of HSBC Corporate Trustee Company (UK) Limited (the "**Security  
Agent**")

**4**

**Amount secured**

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

Amount secured

All obligations as and when they fall due according  
to their terms which the Company may at any time  
have to the Security Agent (whether for its own  
account or as trustee for the Secured Parties) or  
any of the other Secured Parties under or pursuant  
to the Secured Documents (including the Debenture  
and the Mortgage) including any liability in  
respect of any further advances made under the  
Secured Documents, whether present or future,  
actual or contingent (and whether incurred solely  
or jointly and whether as principal or as surety or  
in some other capacity) (the "**Secured Obligations**")

Please see the continuation sheet for definitions

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 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 HSBC Corporate Trustee Company (UK) Limited

Address 8 Canada Square, London

Postcode E 1 4 5 H Q

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

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

The Mortgage also contains covenants as to further assurance

#### Definitions

"Mortgaged Property" means

#### Property

#### Title No

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

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<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"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
<b>8</b>	<b>Delivery of instrument</b>	
	<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 866)</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 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)</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Clifford Chance LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

# MG01

## 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

Company name

Clifford Chance LLP

Address

Post town

County/Region

Postcode

E 1 4 5 J J

Country

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 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](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)**

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p><b>Definitions</b></p> <p><b>"Additional Borrower"</b> means a company which becomes an Additional Borrower in accordance with Clause 29 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement.</p> <p><b>"Additional Guarantor"</b> means a company which becomes an Additional Guarantor in accordance with Clause 29 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement or Clause 27 (<i>Changes to the Obligors</i>) of the Mezzanine Facility Agreement, as applicable</p> <p><b>"Borrower"</b> means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement</p> <p><b>"Chargors"</b> means the Original Chargors and any other member of the Group which has become a Chargor hereunder by executing a Security Accession Deed and <b>"Chargor"</b> means any of them</p> <p><b>"Debenture"</b> means the debenture dated 7 March 2011 made between the Original Chargors and the Security Agent</p> <p><b>"Group"</b> has the meaning given to it in the Senior Facilities Agreement or the Mezzanine Facility Agreement as applicable</p> <p><b>"Guarantor"</b> means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 29 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement or Clause 27 (<i>Changes to the Obligors</i>) of the Mezzanine Facility Agreement, as applicable</p> <p><b>"Intercreditor Agreement"</b> means the intercreditor agreement dated 24 January 2011 between, amongst others, Exponent (Montreal) SPV 4 Limited as the parent, Exponent (Montreal) SPV 5 Limited as the company, HSBC Bank plc as senior agent, Intermediate Capital Group plc as mezzanine agent and HSBC Corporate Trustee Company (UK) Limited as security agent (as amended, restated, varied, novated or supplemented from time to time)</p> <p><b>"Mezzanine Facility Agreement"</b> means the mezzanine facility agreement dated 24 January 2011 and as amended and restated on 4 March 2011 between, amongst others, Exponent (Montreal) SPV 4 Limited as the parent, Exponent (Montreal) SPV 5 Limited as the company, Intermediate Capital Group PLC as the arranger and agent and HSBC Corporate Trustee Company (UK) Limited as security agent (as amended, restated, varied, novated or supplemented from time to time)</p> <p><b>"Mezzanine Finance Documents"</b> has the meaning given to the term "Finance Documents" in the Mezzanine Facility Agreement</p> <p><b>"Obligor"</b> means a Borrower or a Guarantor</p> <p><b>"Original Borrower"</b> means Exponent (Montreal) SPV 5 Limited</p> <p><b>"Original Chargors"</b> means the Company and Cauldron Foods Limited</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Original Guarantor" means the Company and Exponet (Montreal) SPV 4 Limited</p> <p>"Secured Documents" means each of the Senior Finance Documents, the Mezzanine Finance Documents and any other document designated as such by the Security Agent and the relevant Chargor</p> <p>"Secured Obligations" has the meaning set forth in Part 4 of this Form MG01.</p> <p>"Secured Parties" has the meaning given to that term in the Intercreditor Agreement</p> <p>"Security Accession Deed" means a deed substantially in the form of Schedule 2 (<i>Form of Security Accession Deed</i>) of the Debenture pursuant to which an Obligor becomes a party to the Debenture as a Chargor</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 24 January 2011 and as amended and restated on 4 March 2011 between, amongst others, Exponent (Montreal) SPV 4 Limited as the parent, Exponent (Montreal) SPV 5 Limited as the company, HSBC Bank PLC, Haymarket Financial Luxembourg 3 S à r l and HayFin Opal Luxco 3 S à r l as the mandated lead arrangers, HSBC Bank PLC as agent and HSBC Corporate Trustee Company (UK) Limited as security agent (as amended, restated, varied, novated or supplemented from time to time)</p> <p>"Senior Finance Documents" has the meaning given to the term "Finance Documents" in the Senior Facilities Agreement</p>	



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

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

**COMPANY NO. 1752242  
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DATED 7 MARCH 2011  
AND CREATED BY MARLOW FOODS LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED  
(WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE  
SECURED PARTIES) OR ANY OF THE OTHER SECURED  
PARTIES 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 9 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2011

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES