

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☒ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in full
or in part of a fixed charge for a
company registered in Scotland
do this, please use form MG02s

TUESDAY



LD3 "L7DP3U7Y" 17/05/2011 43
COMPANIES HOUSE

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
Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d2 d7 m0 m3 y2 y0 y0 y9
Description ① A debenture dated 27 March 2009 between, among others, the
Chargor and the Security Trustee (as defined below) (the "Deed")
Date of registration ② d0 d3 m0 m4 y2 y0 y0 y9

- ① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
- ② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name Lloyds TSB Bank plc (the "Security Trustee")
Address Bank House, Wine Street
Bristol
Postcode B S 1 2 A N

Name
Address
Postcode

Name
Address
Postcode

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

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4 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

Fixed Charge

The Chargor, as legal and beneficial owner, (and where applicable as registered or being entitled to be the registered owner) as continuing security for the payment discharge and performance of the Secured Liabilities charged in favour of the Security Trustee (on behalf of the Expanded Secured Parties) by way of first fixed charge all rights, title and interest to the Key Brand IPR, including any interest by way of licence in any such Key Brand IPR

Floating Charge

The Chargor charged by way of first floating charge by way of a first floating charge all of its assets not at any time otherwise effectively, mortgaged or charged by the Deed

Please see attached continuation sheets for relevant definitions

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature *Allen & Overy LLP*
X Allen & Overy LLP
on behalf of the Chargor

X

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

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**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. The contact information you give will be visible to searchers of the public record.

Contact name David McDonald

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000

**Important information**

Please note that all information on this form will appear on the public record.

**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

**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 completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ You have signed the form

**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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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

In this Form MG02

"Credit Agreement" means the original £2,100,000,000 term and revolving credit facilities agreement dated 3 December 2006 as amended by a supplemental agreement dated 5 December 2006 and as amended and restated on 22 December 2006, 16 March 2007, 29 June 2007, 28 February 2008, 5 March 2009 and 23 December 2009, and as amended on 11 October 2010,

"Expanded Secured Party" has the meaning given to it in the Intercreditor Agreement,

"Intellectual Property Rights" means

- (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered),
- (b) applications for registration and rights to apply for registration of any of the foregoing rights,
- (c) any interest (including by way of licence) in any of the above, and
- (d) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world,

"Group" means Premier Foods plc and its Subsidiaries,

"Intercreditor Agreement" means the intercreditor agreement dated 16 March 2007 as amended by a supplemental agreement dated 5 March 2009 between, amongst others, the Chargor and the Security Trustee,

"Key Brands" means Ambrosia, Crosse & Blackwell, Branston, Sarson's, Gale's, Sun-Pat, Bird's, Oxo, Batchelors, Homepride, Quorn, Cauldron, Hovis, Mother's Pride, Elephant Atta, Nimble, Mr

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Kipling, Sharwoods, Bisto, Fray Bentos, McDougall, Be-Ro, Robertsons, Paxo, Saxa, Ormo, Lyons and Frank Cooper,

"Key Brand IPR" means all present and future registered Intellectual Property Rights that

- (a) are now or from time to time hereafter owned or licensed from a third party by the Group,
- (b) are now or hereafter registered with any of the Irish Patents Office and the World Intellectual Property Office (where such Intellectual Property Right designates the Republic of Ireland), and
- (c) relate solely or predominantly to the sale or manufacture of products sold under the Key Brands,

and includes without the limitation the Intellectual Property Rights identified in Schedule 2 (Key Brand IPRs) to the Deed,

"Obligor" has the meaning defined in the Credit Agreement,

"Relevant Document" has the meaning given to it in the Intercreditor Agreement,

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of each Obligor to any Expanded Secured Party under each Relevant Document, and

"Subsidiaries" means a subsidiary within the meaning of Section 1159 of the Companies Act 2006, and unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006