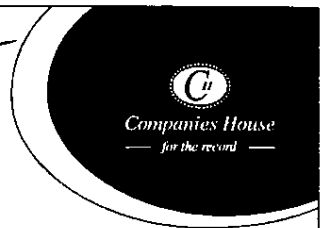


MG01

Particulars of a mortgage or charge

639479/182



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.

Please return  
via  
CH London Counter

**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.

**X What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01S.

THURSDAY



LD4 14/01/2010 105  
COMPANIES HOUSE

**1 Company details**

Company number 0 2 7 1 5 8 5 1  
Company name in full Assistlight Limited (the **Chargor**)

For official use  
5  
→ **Filling 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 d 1 3 m 0 1 y 2 0 y 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 A supplemental deed (**the Supplemental Deed**) dated 13 January 2010 between, among  
others, the Company and The Governor and Company of the Bank of Ireland as trustee for the  
Finance Parties (**the Security Trustee**). The Supplemental Deed is supplemental to a  
debenture originally dated 24 December 2009, between among others, the Company and the  
Security Trustee (as supplemented and amended from time to time, **the Composite  
Debenture**).

**4 Amount secured**

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

Amount secured The liabilities of the Obligor to the Finance Parties under or  
pursuant to the Finance Documents (**Secured Liabilities**).

For terms not defined see MGO1 Continuation Sheet.

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

MG01

Particulars of a mortgage or charge

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**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

The Governor and Company of the Bank of Ireland

Address

Corporate Banking, Lower Baggot Street

Dublin 2, Ireland

Postcode

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

See the MG01 Continuation Sheet attached.

# MG01

## Particulars of a mortgage or charge

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### 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 *Devitor Wude Septe LLP* X

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

# 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 Amrish Sharma AAS/CGA/53260.00048/8688766.01

Company name Denton Wilde Sapte LLP

Address One Fleet Place

Post town London

County/Region Greater London

Postcode E C 4 M 7 W S

Country England

DX DX 242

Telephone 0207 242 1212



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

#### 1 Creation of Security

Under Clause 3 (*Charge*) of the Supplemental Deed, the Company, with full title guarantee, in favour of the Security Trustee (as trustee for the Finance Parties), charged, mortgaged and assigned on the terms set out in Clause 3 (*Creation of Security*) of the Composite Debenture and as set out in paragraph 1 below all of its business, assets and undertakings as more specifically referred to in (and upon the terms of) the Composite Debenture as a continuing security to secure the payment and discharge of the Secured Liabilities, made on or after the date of the Supplemental Deed).

##### 1.1 Land

Each Chargor charged:

- (a) by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (*Land charged by way of legal mortgage*) of the Composite Debenture as reproduced in Schedule 1 (*Land charged by way of legal mortgage*) to this Form MG01; and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

##### 1.2 Shares

Each Chargor mortgaged or (if or to the extent that the Composite Debenture does not take effect as a mortgage) charged by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

##### 1.3 Investments

Each Chargor mortgaged or (if and to the extent that the Composite Debenture does not take effect as a mortgage) charged by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

##### 1.4 Equipment

Each Chargor charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*) of the Composite Debenture as reproduced in Clause 1.1 (*Land*) of this Form MG01.

##### 1.5 Book Debts

Each Chargor charged by way of fixed charge:

# MG01 - continuation page

## 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>(a) all Book Debts; and</p> <p>(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.</p> <p><b>1.6 Non Trading Debts</b></p> <p>Each Chargor charged by way of fixed charge:</p> <p>(a) all Non Trading Debts; and</p> <p>(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.</p> <p><b>1.7 Accounts held with Finance Parties</b></p> <p><b>1.7.1</b> Each Chargor charged by way of fixed charge all amounts standing to the credit of:</p> <p>(a) each Account held with the Security Trustee; and</p> <p>(b) any other account in its name held with the Security Trustee or to which it is beneficially entitled.</p> <p><b>1.7.2</b> Regardless of the terms on which moneys are credited to any Holding Account and Mandatory Prepayment Account in the name of a Chargor held with any Finance Party, and subject to Clause 7.4.3 (<i>Accounts</i>) of the Composite Debenture no amount standing to the credit of that account will be or accrue due or payable to that Chargor until:</p> <p>(a) the Secured Liabilities have been paid and discharged in full; and</p> <p>(b) no Finance Party is under any obligation to make banking or other facilities available to any Chargor,</p> <p>and subject to Clause 7.4.3 (<i>Accounts</i>) of the Composite Debenture until that time the relevant Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Finance Parties' rights under the Composite Debenture) as the Security Trustee may in its absolute discretion from time to time permit.</p> <p><b>1.8 Intellectual Property Rights</b></p> <p>Each Chargor charged by way of fixed charge all Intellectual Property Rights, including, where a Chargor is a Trade Mark Chargor:</p> <p>(a) the Trade Mark Property which belongs to it now or at any time during the Security Period; and</p> <p>(b) all fees, royalties and other rights of every kind deriving from the Trade Mark Property.</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	<p><b>1.9 Goodwill</b></p> <p>Each Chargor charged by way of fixed charge its goodwill.</p> <p><b>1.10 Uncalled capital</b></p> <p>Each Chargor charged by way of fixed charge its uncalled capital.</p> <p><b>1.11 Authorisations</b></p> <p>Each Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.</p> <p><b>1.12 Assigned Agreements</b></p> <p><b>1.12.1</b> Each Chargor assigned absolutely all its rights and interests under the Assigned Agreements to which it is party.</p> <p><b>1.12.2</b> Until an Event of Default occurs, but subject to Clause 7.6 (<i>Assigned Agreements and Insurances</i>) of the Composite Debenture the relevant Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.</p> <p><b>1.13 Accounts held with third parties</b></p> <p>Each Chargor assigned absolutely or (if and to the extent that the assignment is not effective) charges by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Security Trustee, in its name or to which it is beneficially entitled.</p> <p><b>1.14 Insurances</b></p> <p><b>1.14.1</b> Each Chargor assigned absolutely all its rights and interests in the Insurances.</p> <p><b>1.14.2</b> Until an Event of Default occurs, but subject to Clause 7.6 (<i>Assigned Agreements and Insurances</i>) of the Composite Debenture the Chargors may continue to deal with the counterparties to the Insurances.</p> <p><b>1.15 Contractual rights</b></p> <p>Each Chargor charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by Clause 3.12 (<i>Assigned Agreements</i>) of the Composite Debenture as reproduced in Clause 1.12 (<i>Assigned Agreements</i>) of this Form MG01.</p> <p><b>1.16 Other assets</b></p> <p><b>1.16.1</b> Each Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 (<i>Creation of Security</i>) of the Composite Debenture as reproduced in Clause 1 (<i>Creation of Security</i>) of this Form MG01.</p> <p><b>1.16.2</b> Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Composite Debenture.</p>	

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	1.17 <b>Trust</b>	<p>1.17.1 Subject to Clause 3.17.2 (<i>Trust</i>) of the Composite Debenture, as reproduced in Clause 1.17.2 (<i>Trust</i>) of this Form MG01, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the relevant Chargor holds it on trust for the Security Trustee.</p> <p>1.17.2 If the reason referred to in Clause 3.17.2 (<i>Trust</i>) of the Composite Debenture, as reproduced in Clause 1.17.1 (<i>Trust</i>) of this Form MG01 is that:</p> <p>(a) a consent or waiver must be obtained; or</p> <p>(b) a condition must be satisfied,</p> <p>then:</p> <p>(i) subject to Clause 3.17.3 (<i>Trust</i>) of the Composite Debenture as reproduced in Clause 1.17.3 (<i>Trust</i>), the Chargor shall apply for the consent or waiver; and</p> <p>(ii) the Chargor shall use all reasonable endeavours to satisfy the condition,</p> <p>in each case within 14 days of the date of the Composite Debenture or, if the Security Asset is acquired after the date of the Composite Debenture, within 14 days of the date of acquisition.</p> <p>1.17.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall:</p> <p>(a) use all reasonable endeavours to obtain it as soon as possible; and</p> <p>(b) keep the Security Trustee informed of the progress of the negotiations to obtain it.</p> <p>1.17.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under Clause 3 (<i>Creation of Security</i>) of the Composite Debenture as reproduced in Clause 1 (<i>Creation of Security</i>) of this Form MG01 and the trust referred to in Clause 3.17.1 (<i>Trust</i>) of the Composite Debenture as reproduced in Clause 1.17.1 (<i>Trust</i>) of this Form MG01 shall terminate.</p>
	<b>2 Nature of Security created</b>	<p>The Security created under the Composite Debenture is created:</p> <p>(a) as a continuing security to secure the payment and discharge of the Secured Liabilities;</p> <p>(b) (except in the case of assets which are the subject of a legal mortgage under the Composite Debenture) over all present and future assets of the kind described which are owned by the relevant Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;</p>



# MG01 - continuation page

## 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>(c) in favour of the Security Trustee as trustee for the Finance Parties; and</p> <p>(d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the relevant Chargor does not know and could not reasonably be expected to know about them).</p> <p><b>3 Covenant to pay</b></p> <p>The Chargor covenanted with the Security Trustee and the other Finance Parties that it will on demand pay and discharge the Secured Liabilities when due.</p> <p><b>4 Negative covenants</b></p> <p>The Chargor covenanted not to create or permit to subsist any Security over any Security Asset except for Permitted Security.</p> <p><b>5 Definitions</b></p> <p><b>Accession Deed</b> means a document substantially in the form set out in Schedule 7 (<i>Form of Accession Deed</i>) of the Facility Agreement.</p> <p><b>Account</b> means a Current Account, a Holding Account or a Mandatory Prepayment Account.</p> <p><b>Act</b> means the Law of Property Act 1925.</p> <p><b>Acquisition Documents</b> means any of the Rowse Acquisition Documents, the Assistlight Acquisition Documents, the Grove Fresh Acquisition Documents, the Streamfoods Acquisition Documents or the Dorset Cereals Acquisition Documents, and any other document designated as an <b>Acquisition Document</b> by the Agent and the Company.</p> <p><b>Agent</b> means The Governor and Company of the Bank of Ireland in its capacity as agent under the Facility Agreement.</p> <p><b>Amendment Agreement</b> means the agreement, amending and restating the Facility Agreement, dated 28 February 2007 made between, among others, the Company and the Finance Parties.</p> <p><b>Amendment Letter</b> means the agreement amending the Facility Agreement dated 30 November 2006 made between the Agent and the Company.</p> <p><b>Arranger</b> means The Governor and Company of the Bank of Ireland, Allied Irish Banks p.l.c. and AIB Group (UK) p.l.c. in their capacity as mandated lead arrangers (whether acting individually or together).</p> <p><b>Assigned Agreements</b> means:</p> <p>(a) the Acquisition Documents</p> <p>(b) the Hedging Agreements;</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

- (c) the Intra-Group Loan Agreement; and
- (c) the Key-man Policies.

**Assistlight Acquisition** means the acquisition of Assistlight Limited (company number 2715851) by the Company under the Assistlight Acquisition Agreement.

**Assistlight Acquisition Agreement** means the acquisition dated 22 December 2005 between the Assistlight Vendors and the Company.

**Assistlight Acquisition Documents** means the Assistlight Acquisition Agreement.

**Assistlight Vendors** means the vendors under the Assistlight Acquisition Agreement.

**Authorisation** means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

**Book Debts** means, in relation to a Chargor, all its book debts arising in the ordinary course of trading.

**Borrower** has the meaning given under the Facility Agreement.

**Charged Property** means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

**Chargor** means each Original Chargor and each company which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with Clause 21 of the Composite Debenture (*Additional Chargors*).

**Commitments** has the meaning given under the Facility Agreement.

**Company** means Wellness Foods Limited (Co. no. 5290486).

**Company** means Wellness Foods Limited, a company incorporated in England and Wales with registered number 05290486.

**Compliance Certificate** has the meaning given under the Facility Agreement.

**Current Account** means each account of the Original Chargors set out in Schedule 4 (*Current Accounts*) of the Composite Debenture.

**Debentures** means the First Debenture, the Composite Debenture and each debenture in the agreed form executed by a Group Company.

**Default** means an Event of Default or any event or circumstance specified in Clause 25 (*Events of Default*) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination or the satisfaction of any condition under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

**Delegate** means any delegate, agent, attorney, co-trustee, custodian or nominee appointed by the Security Trustee, and includes any sub-delegate.

**Distribution Rights** means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise

# MG01 - continuation page

## 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>which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.</p> <p><b>Dorset Cereals</b> means Dorset Cereals Holdings Limited, a company incorporated in England and Wales with registered number 05389864.</p> <p><b>Dorset Cereals Acquisition</b> means the acquisition by Dorset Cereals Acquisitionco of the Dorset Cereals Shares from the Dorset Cereals Vendors in accordance with the Dorset Cereals Acquisition Documents.</p> <p><b>Dorset Cereals Acquisitionco</b> means Dorset Cereals Acquisition Limited, a company incorporated in England and Wales with registered number 6526450.</p> <p><b>Dorset Cereals Acquisition Agreement</b> means the share purchase agreement dated 14 March 2008 between the Dorset Cereals Vendors and Dorset Cereals Acquisitionco relating to the acquisition of the Dorset Cereals Shares in the agreed form.</p> <p><b>Dorset Cereals Acquisition Documents</b> means the Dorset Cereals Acquisition Agreement, the Dorset Cereals Disclosure Letter and all other documents giving any Group Company a right or claim against the Dorset Cereals Vendors or any third party in connection with the Dorset Cereals Acquisition or transferring title to any Group Company of any asset acquired under those agreements.</p> <p><b>Dorset Cereals Holdco</b> means Dorset Cereals Acquisition Holding Limited, a company incorporated in England and Wales with registered number 6526439.</p> <p><b>Dorset Cereals Shares</b> means all of the issued share capital of Dorset Cereals and all warrants and options in respect of the share capital of Dorset Cereals.</p> <p><b>Dorset Cereals Vendors</b> means Langholm Capital Nominees Limited, Langholm Capital CIP Nominees Limited, Peter Farquhar, Nigel Horsman and Patrick Horton.</p> <p><b>Event of Default</b> means any event or circumstance specified as such in Clause 25 (<i>Events of Default</i>) of the Facility Agreement.</p> <p><b>Equipment</b> means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.</p> <p><b>Existing Supplemental Deed</b> means the supplemental deed dated 14 March 2008 executed by each Obligor at that time.</p> <p><b>Facility Agreement</b> means the facility agreement dated 7 September 2006 between, among others, the Company as borrower, the Chargors, certain lenders, the Security Trustee, The Governor and Company of the Bank of Ireland as agent (as amended and restated from time to time including pursuant to an amendment and restatement agreement dated 24 December 2009).</p> <p><b>Fee Letter</b> has the meaning given under the Facility Agreement.</p> <p><b>Finance Document</b> means the Facility Agreement, the Amendment Letter, the Amendment Agreement, the Second Amendment Agreement, the Third Amendment Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the</p>

# MG01 - continuation page

## 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

Intercreditor Agreement, any Resignation Letter, any Transfer Certificate, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Company **provided that** where the term **Finance Document** is used in, and construed for the purposes of, this Agreement or the Intercreditor Agreement (but not, for the avoidance of doubt, any Transaction Security Document or other document which uses or refers to this definition), a Hedging Agreement shall be a Finance Document only for the purposes of:

- (a) the definition of **Material Adverse Effect**;
- (b) paragraph (a) of the definition of **Permitted Transaction**;
- (c) the definition of **Transaction Document**;
- (d) the definition of **Transaction Security Document**;
- (e) Clause 1.2.1(d) (*Construction*) of the Facility Agreement;
- (f) Clause 20 (*Guarantee and Indemnity*) of the Facility Agreement;
- (g) Clause 25 (*Events of Default*) (other than Clause 25.15.2 (*Repudiation and rescission of agreements*) and Clause 25.19 (*Acceleration*)) of the Facility Agreement; and
- (h) Clause 31 (*Role of the Security Trustee*) of the Facility Agreement.

**Finance Parties** means the Agent, the Arranger, the Security Trustee, the Lenders, the Issuing Bank and the Hedge Counterparties **provided that** where the term **Finance Party** is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement (but not, for the avoidance of doubt, any Transaction Security Document or other document which uses or refers to this definition), a Hedge Counterparty shall be a Finance Party only for the purposes of:

- (a) the definition of **Secured Parties**;
- (b) Clause 1.2.1 (a) (*Construction*) of the Facility Agreement;
- (c) paragraph (c) of the definition of Material Adverse Effect of the Facility Agreement;
- (d) Clause 20 (*Guarantee and Indemnity*) of the Facility Agreement; and
- (e) Clause 30 (*Conduct of business by the Finance Parties*) of the Facility Agreement.

**First Debenture** means a debenture in the agreed form executed by the Obligors in favour of the Security Trustee dated 7 September 2006.

**Guarantor** has the meaning given under the Facility Agreement.

**Group** means the Company, Rowse Honey, Grove Fresh, Streamfoods Holdco, Streamfoods, Dorset Cereals Holdco, Dorset Cereals and each of their respective Subsidiaries for the time being and **Group Company** means any one of them.

# MG01 - continuation page

## 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><b>Grove Fresh</b> means Grove Fresh Limited, a company incorporated in England and Wales with registered number 02994068.</p> <p><b>Grove Fresh Acquisition</b> means the acquisition by the Company of the Grove Fresh Shares from the Grove Fresh Vendor in accordance with the Grove Fresh Acquisition Documents.</p> <p><b>Grove Fresh Acquisition Agreement</b> means the share purchase agreement to be entered into between the Grove Fresh Vendor and the Company relating to the acquisition of the Grove Fresh Shares in the agreed form.</p> <p><b>Grove Fresh Acquisition Documents</b> means the Grove Fresh Acquisition Agreement and all other documents giving any Group Company a right or claim against the Grove Fresh Vendor or any third party in connection with the Grove Fresh Acquisition or transferring title to any Group Company of any asset acquired under those agreements.</p> <p><b>Grove Fresh Shares</b> means all of the issued equity share capital of Grove Fresh and all warrants and options in respect of the share capital of Grove Fresh.</p> <p><b>Grove Fresh Vendor</b> means United Foods International plc.</p> <p><b>Hedging Agreements</b> has the meaning given under the Facility Agreement.</p> <p><b>Hedge Counterparties</b> has the meaning given under the Facility Agreement.</p> <p><b>Holding Account</b> means an account:</p> <ul style="list-style-type: none"> <li>(a) held by a Group Company with the Agent or Security Trustee;</li> <li>(b) identified in a letter between the Company and the Agent as a Holding Account; and</li> <li>(c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,</li> </ul> <p>(as the same may be redesignated, substituted or replaced from time to time).</p> <p><b>Insurance</b> means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest.</p> <p><b>Intellectual Property Rights</b> means:</p> <ul style="list-style-type: none"> <li>(a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;</li> <li>(b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and</li> <li>(c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,</li> </ul> <p>arising or subsisting in any jurisdiction and whether registered or not.</p>

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## Particulars of a mortgage or charge

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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

**Intercreditor Agreement** means the intercreditor agreement dated 24 December 2009 and made between, among others, the Parent, the Company, the Debtors (as defined in the Intercreditor Agreement), the Security Trustee, the Agent, the Lenders, the Arrangers, the Hedge Counterparties and the Investors replacing the intercreditor agreement dated on or about 7 September 2006.

**Intra-Group Loan Agreement** means an agreement under which a Group Company has or will make available a facility to another Group Company.

**Investments** means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

**Investors** means Bank of Scotland plc and the Parent in their capacity as investors and any assignee or transferee of any shares issued in the Company.

**Issuing Bank** means The Governor and Company of the Bank of Ireland in its capacity as issuing bank.

**Key-man Policy** has the meaning given under the Facility Agreement.

**Lender** has the meaning given under the Facility Agreement.

**Land** has the same meaning as it has in section 205(1) of the Act.

**Majority Lenders** means a Lender or Lenders whose Commitments aggregate more than  $66\frac{2}{3}$  per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than  $66\frac{2}{3}$  per cent of the Total Commitments immediately before that reduction).

**Mandatory Prepayment Account** means an interest-bearing account:

- (a) held with one or more of the Lenders by a Borrower with the Agent or Security Trustee;
- (b) identified in a letter between the Company and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee; and
- (d) from which no withdrawals may be made by any Group Companies except as contemplated by this Agreement,

(as the same may be redesignated, substituted or replaced from time to time).

**Material-Adverse Effect** means in the opinion of the Majority Lenders a material adverse effect on:

- (a) the business, operations, property, condition (financial or otherwise) or prospects of the Group taken as a whole;
- (b) the ability of an Obligor to perform any of its obligations under the Finance Documents; or

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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>(c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents.</p> <p><b>Non Trading Debts</b> means all debts and moneys due or payable to a Chargor except for Book Debts and those referred to in Clause 3.6 (<i>Accounts held with Finance Parties</i>) and Clause 3.13 (<i>Accounts held with third parties</i>) of the Composite Debenture and as reproduced in Clause 1.6 (<i>Accounts held with Finance Parties</i>) and Clause 1.13 (<i>Accounts held with third parties</i>) of the Composite Debenture.</p> <p><b>Obligor</b> means a Borrower or a Guarantor.</p> <p><b>Original Chargor</b> means the original chargors set out in Schedule 7 (<i>Original Chargors</i>) to this Form MG01.</p> <p><b>Parent</b> means Erbium Holdings Limited, a company incorporated in Jersey with registered number 90154.</p> <p><b>Permitted Disposal</b> has the meaning given under the Facility Agreement.</p> <p><b>Permitted Financial Indebtedness</b> has the meaning given under the Facility Agreement.</p> <p><b>Permitted Security</b> means:</p> <ul style="list-style-type: none"> <li>(a) any lien arising by operation of law and in the ordinary course of its day-to-day trading activities, and not as a result of any default or omission by any Group Company, in respect of any obligation which is less than 60 days overdue or which is being contested in good faith and by appropriate means;</li> <li>(b) any netting or set-off arrangement entered into by any Group Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Group Companies but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of Group Companies which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of Group Companies which are not Obligors;</li> <li>(c) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a Group Company which constitutes Permitted Financial Indebtedness, excluding any Security or Quasi-Security under a credit support arrangement;</li> <li>(d) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Group Company in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Group Company;</li> <li>(e) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal;</li> </ul>	

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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

(f) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (c) of the definition of **Permitted Financial Indebtedness**; or

(g) any Security entered into pursuant to any Finance Document.

**Permitted Transaction** has the meaning given in the Facility Agreement.

**Quasi-Security** means any transaction described in Clause 24.16 (*Negative pledge*) of the Facility Agreement.

**Receiver** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

**Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

**Resignation Letter** has the meaning given to that term in the Facility Agreement.

**Rowse Acquisition Agreement** means the agreement dated on or about 7 September 2006 relating to the sale and purchase of the Rowse Honey Shares in the agreed form and made between the Company and the Rowse Vendor and the tax deed referred to in such agreement.

**Rowse Acquisition Documents** means the Rowse Acquisition Agreement and the Rowse Disclosure Letter and any other document designated as a **Rowse Acquisition Document** by the Agent and the Company.

**Rowse Disclosure Letter** has the meaning given to that term in the Rowse Acquisition Agreement.

**Rowse Honey** means Rowse Honey Limited, a company incorporated under the law of England and Wales with registered number 01024018.

**Rowse Honey Shares** means all of the shares of Rowse Honey and all warrants and options in respect of the share capital of Rowse Honey.

**Rowse Vendor** means the sellers listed in Part 1 of Schedule 1 of the Rowse Acquisition Agreement.

**Second Amendment Agreement** means the agreement, amending and restating the Facility Agreement, dated on or about 14 March 2008 and made between, among others, the Company and the Finance Parties.

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Accession Deed** has the meaning given under the Composite Debenture.

**Security Assets** means, in relation to a Chargor, all of its assets which are the subject of any Security created or to be created by the Composite Debenture.



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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><b>Secured Parties</b> means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate.</p> <p><b>Security Period</b> means the period starting on the date of the Facility Agreement and ending on the date on which the Agent is satisfied that all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facilities.</p> <p><b>Selection Notice</b> has the meaning given under the Facility Agreement.</p> <p><b>Shares</b> means all shares held by a Chargor in its Subsidiaries.</p> <p><b>Streamfoods</b> means Streamfoods Limited, a company incorporated in England and Wales with registered number 03771000.</p> <p><b>Streamfoods Acquisition</b> means the acquisition by Streamfoods Holdco of the Streamfoods Shares from the Streamfoods Vendors in accordance with the Streamfoods Acquisition Documents.</p> <p><b>Streamfoods Acquisition Agreement</b> means the share purchase agreement to be entered into between the Streamfoods Vendors and Streamfoods Holdco relating to the acquisition of the Streamfoods Shares in the agreed form.</p> <p><b>Streamfoods Acquisition Documents</b> means the Streamfoods Acquisition Agreement and all other documents giving any Group Company a right or claim against the Streamfoods Vendors or any third party in connection with the Streamfoods Acquisition or transferring title to any Group Company of any asset acquired under those agreements.</p> <p><b>Streamfoods Holdco</b> means Streamfoods Holdings Limited, a company incorporated in England and Wales with registered number 06126444.</p> <p><b>Streamfoods Shares</b> means all of the issued equity share capital of Streamfoods and all warrants and options in respect of the share capital of Streamfoods.</p> <p><b>Streamfoods Vendors</b> means the vendors listed in schedule 1 to the Streamfoods Acquisition Agreement.</p> <p><b>Subsidiary</b> means a subsidiary within the meaning of section 1159 of the Companies Act 2006.</p> <p><b>Third Amendment Agreement</b> means the agreement amending and restating the Facility Agreement, dated 24 December 2009 and made between, among others, the Company and the Finance Parties.</p> <p><b>Total Commitments</b> has the meaning given under the Facility Agreement.</p> <p><b>Trade Mark</b> means each United Kingdom or European Community registered trade mark described in Part 1 of Schedule 9 (<i>Trade Marks</i>) of the Composite Debenture.</p> <p><b>Trade Mark Application</b> means each application for the United Kingdom or European Community registration of a trade mark as described in Part 2 of Schedule 9 (<i>Trade Marks</i>) of the Composite Debenture.</p>

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## Particulars of a mortgage or charge

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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

**Trade Mark Chargor** means a Chargor that owns Trade Mark Property.

**Trade Mark Property** means:

- (a) all Trade Marks;
- (b) all Trade Mark Applications;
- (c) any goodwill of a Chargor's business in the goods or services in respect of which any Trade Mark is registered or to which Trade Mark Application relates; and
- (d) any other right (including the right to bring proceedings against any third party) which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in a Chargor's business.

**Transaction Security** means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents.

**Transaction Security Documents** means each of the following documents:

- (a) each Debenture;
- (b) the Existing Supplemental Deed;
- (c) the Supplemental Deed;
- (d) the Intercreditor Agreement; and

any other document entered into by any Obligor creating or expressed to create, evidencing or granting any Security in favour of the Finance Parties (or any of them) over all or any part of its assets in respect of the liabilities of any of the Obligors to the Finance Parties under any of the Finance Documents, each in form and substance satisfactory to the Agent.

**Transaction Security Document** has the meaning given under the Facility Agreement.

**Transfer Certificate** has the meaning given under the Facility Agreement.

**Treasury Transaction** has the meaning given under the Facility Agreement.

**Utilisation Request** has the meaning given under the Facility Agreement.

Any reference to liabilities in this Form MG01 includes any obligation whether incurred as principal or surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity.

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## Particulars of a mortgage or charge

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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

#### Schedule 1 – Land charged by way of legal mortgage

**Name of Chargor**

**Description and address**

Assistlight Limited

First Floor, Unit L, Earlstree Court, Earlstree Industrial Estate

#### Schedule 2 – Shares

**Name of Chargor**

**Subsidiary**

**Number and class of  
shares**

Assistlight Limited

Orchard House Holdings Limited

335,574 ordinary A shares

5,064,991 ordinary B  
shares

Assistlight Limited

Orchard House Foods Limited

871,324 ordinary shares

Assistlight Limited

Paradise Foods Limited

1,480,899 ordinary shares

108,150 ordinary A shares

758,194 preference shares

Assistlight Limited

Patisserie One Limited

901 ordinary shares

#### Schedule 3 – Current Accounts

None

#### Schedule 4 – Trademarks

None

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## Particulars of a mortgage or charge

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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

### Schedule 5 – Insurances

Insurer	Type	Policy No.
Zurich Commercial	Commercial All Risks	JR621577
Zurich Commercial	Business Interruption	JR621577
Zurich Commercial	Money	JR621577
Zurich Commercial	Employers Liability	054/2CO1/GQ676156/3
Zurich Commercial	Public / Products Liability	057/2CO1/JQ676157/1
HSB Engineering Insurance Limited	Engineering Inspection and Insurance	H6B134845
Maven Underwriters Limited	Engineering Hired in Plant	09- HIP- 0000000216
Maven Underwriters Limited	Business Travel	09-PAT-0000001966
Northern Marine Underwriting Limited	Marine Transit	STP040805697
Skandia UK	Keyman (Peter Farquhar)	
Legal & General	Keyman (Nigel Horsman)	
AIG Europe	Directors & Officers Liability	0038009242
Markel (UK) Ltd	Directors & Officers Liability (Assistlight Ltd in "run off")	SC1920E090WR/4375
Maven Underwriters Limited	Engineering Computers	09-COS-0000000956
Zurich Commercial	Motor Fleet	200/EP623249
NIG Insurance	Commercial Combined	004377448
Willis Underwriting	Computer Package	24668523 ENP
Willis Underwriting	Motor Fleet	47MF14031348
Chartis Insurance	Group Personal Accident/Travel	0010566472
Willis Underwriting	Marine Cargo	24667992 CXC
ACE Europe Excess	Employers Liability	UKCASO02741109
Lorega	Loss Assessors Fees	T04484421WT

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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><b>Schedule 6 – Assigned Agreements</b></p> <p>Intra Group Loan Agreement dated on or about 7 September 2006 Deed between (1) Wellness Foods Limited, (2) Assistlight Limited, (3) Orchard House Foods Limited, (4) Paradise Foods Limited and (5) Rowse Honey Limited.</p> <p>The intra-group loan agreement dated 7 September 2006 made between Streamfoods Holdings Limited, Assistlight Limited, Paradise Foods Limited, Patisserie One Limited, Orchard House Foods Limited, Rowse Honey Limited and Wellness Foods Limited which was acceded to by the Chargor, Streamfoods Holdings Limited by way of an appointment letter dated 28 February 2007.</p> <p>The intra-group loan agreement dated 7 September 2006 made between Streamfoods Holdings Limited, Assistlight Limited, Paradise Foods Limited, Patisserie One Limited, Orchard House Foods Limited, Rowse Honey Limited, Wellness Foods Limited, Streamfoods Limited and Streamfoods Holdings Limited which was acceded to by the Chargor, Dorset Cereals Acquisition Holding Limited by way of an appointment letter dated on or about the date of this Deed.</p> <p>The intra-group loan agreement dated 7 September 2006 made between Streamfoods Holdings Limited, Assistlight Limited, Paradise Foods Limited, Patisserie One Limited, Orchard House Foods Limited, Rowse Honey Limited, Wellness Foods Limited, Streamfoods Limited and Streamfoods Holdings Limited which was acceded to by the Chargor, Dorset Cereals Acquisitions Limited by way of an appointment letter dated on or about the date of this Deed.</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

**Schedule 7 – Original Chargers**

<b>Original Chorgor</b>	<b>Jurisdiction of incorporation</b>	<b>Registration Number</b>
Wellness Foods Limited	England and Wales	5290486
Assistlight Limited	England and Wales	2715851
Orchard House Foods Limited	England and Wales	1897751
Paradise Foods Limited	England and Wales	3002592
Patisserie One Limited	England and Wales	4191599
Frische UK Limited	England and Wales	2963480
Rowse Honey Limited	England and Wales	01024018
Grove Fresh Limited	England and Wales	02994068
Streamfoods Holdings Limited	England and Wales	06126444
Streamfoods Limited	England and Wales	03771000
Dorset Cereals Acquisition Holding Limited	England and Wales	6526439
Dorset Cereals Acquisition Limited	England and Wales	6526450
Dorset Cereals Holdings Limited	England and Wales	05389864
Dorset Cereals Limited	England and Wales	02867393



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

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

**COMPANY NO. 2715851  
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 13  
JANUARY 2010 AND CREATED BY ASSISTLIGHT LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
OBLIGORS TO THE FINANCE 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 14  
JANUARY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JANUARY  
2010**



*Companies House*  
— for the record —



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