

101995/13

In accordance with
Section 860 of the
Companies Act 2006

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

TUESDAY



LD5 *L25VDWNE* #34
09/04/2013
COMPANIES HOUSE

1	Company details	For official use
Company number	0 5 4 1 6 6 4 5	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	ABW Intermediate Limited (the "Company")	

2	Date of creation of charge
Date of creation	d2 d9 m0 m3 y2 y0 y1 y3

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	Foreign guarantee and collateral agreement dated 29 March 2013 made between McKey Luxembourg S à r l and certain of its Subsidiaries (as defined below) in favor of Cooperatieve Centrale Raiffeisen-Boerenleenbank B A , New York Branch (the "Administrative Agent") (the "Agreement")

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	Please refer to the attached continuation-pages headed "Amount Secured"

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

Coöperatieve Centrale Raiffeisen-Boerenleenbank B A , New York Branch

Address

245 Park Avenue, New York

United States of America

Postcode

N Y 1 0 1 6 7

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

Please refer to the attached continuation pages headed "Short particulars of all the property mortgaged or charged"

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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

N/A

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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 870)

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 866) 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)

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Signature

Please sign the form here

Signature

Signature

X Greenberg Traurig Maher X

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

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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 **Emma Menzies**

Company name
Greenberg Traurig Maher LLP

Address **7th Floor**

200 Gray's Inn Road

Post town

County/Region **London**

Postcode

W	C	1	X		8	H	F
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Country **England**

DX **139 London/Chancery**

Telephone **+44 (0)203 349 8700**



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 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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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

PART 1

Definitions

In this form MG01, so far as the context admits, the following expressions have the following meanings

"Bank Product" means any financial accommodation extended to a Loan Party by a Bank Product Provider in connection with any (a) Specified Swap Agreements or (b) Cash Management Services

"Bank Product Agreements" means those agreements entered into from time to time by a Loan Party with a Bank Product Provider in connection with the obtaining of any of the Bank Products

"Bank Product Obligations" means all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by any Loan Party to any Bank Product Provider pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all such amounts that any Loan Party is obligated to reimburse to such Bank Product Provider as a result of such Bank Product Provider purchasing participations or executing indemnities or reimbursement obligations with respect to the Bank Products provided to such Loan Party pursuant to the Bank Product Agreements

"Bank Product Provider" has the meaning given to that term in the Credit Agreement

"Borrowers" means individually and collectively the Multicurrency Borrower and the US Borrower

"Capital Stock" means any shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any equivalent ownership interests in a Person (other than a corporation), any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person and any warrants, rights or options to purchase any of the foregoing, provided, that "Capital Stock" shall not include any debt securities convertible into equity securities prior to such conversion

"Cash Management Services" has the meaning given to that term in the Credit Agreement

"Commodity Exchange Act" means the Commodity Exchange Act (7 U S C § 1 et seq) as amended from time to time, and any successor statute

"Credit Agreement" means the credit agreement dated 29 March 2013, (as amended, supplemented or other modified from time to time) among, *inter alios*, the Foreign Parent Guarantor, the Domestic Parent Guarantor, the US Borrower, the Multicurrency Borrower and the Lenders

"Domestic Parent Guarantor" means Keystone Foods Holdco LLC

"Domestic Subsidiary" has the meaning given to that term in the Credit Agreement

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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

"Excluded Swap Obligation" means with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal

"Foreign GCA Party" means each Loan Party that is a party to the Agreement as either a "Grantor" or "Guarantor"

"Foreign Law Security Documents" means the documents and agreements listed in schedule 5 1(a) of the Credit Agreement together with any other Loan Documents for which the governing law is a jurisdiction not located in the United States

"Foreign Obligations" means any Obligations owed by a Foreign GCA Party in respect of (i) any Obligations of the Multicurrency Borrower, and (ii) any Bank Product Obligations of any Foreign GCA Party

"Foreign Parent Guarantor" means McKey Luxembourg Holdings S a r l

"Foreign Subsidiary" means any Subsidiary of the Foreign Parent Guarantor that is not a Domestic Subsidiary

"Foreign Subsidiary Guarantor" means each Foreign Subsidiary of the Foreign Parent Guarantor that is a party to the Agreement

"Fully Satisfied" has the meaning given to that term in the Credit Agreement

"General Intangibles" has the meaning given to such term in the New York UCC

"Grantors" means the collective reference to the Multicurrency Borrower and each other Foreign Subsidiary Guarantor, in the capacities as grantors under section 3 of the Agreement

"Group Members" means the collective reference to each of the Parent Guarantors and their respective Subsidiaries

"Intercompany Receivable" means the intercompany indebtedness listed in schedule 6 of the Agreement

"Issuing Lender" has the meaning given to that term in the Credit Agreement

"Lenders" means several banks and other financial institutions or entities from time to time party to the Credit Agreement

"Loan Documents" has the meaning given to that term in the Credit Agreement

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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>"Loan Party" means each Foreign Subsidiary Guarantor (a) covenants and agrees that so long as the Guaranteed Obligations have not been Fully Satisfied, such Foreign Subsidiary Guarantor shall, permit any representatives (including consultants, auditors, accountants, and advisors) designated by the Administrative Agent or any Lender, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances, and condition with its employees, officers, management, and independent accountants, all at such reasonable times and as often as reasonably requested, subject to such limitations, if any, as may be set forth in section 6 6 of the Credit Agreement, (b) agrees that, for purposes of the Agreement, all of the representations, warranties, and covenants made by or on behalf of each "Loan Party" and/or the "Loan Parties" and each "Group Member" and/or the "Group Members" in the Credit Agreement shall be deemed incorporated by reference into and made an express part of the Agreement, as fully and completely as if set forth expressly herein, and such Foreign Subsidiary Guarantor shall perform, observe, and comply therewith and be bound thereby, (c) ratifies and affirms each representation and warranty made with respect to it or on its behalf by the Parent Guarantors and the Borrowers in the Credit Agreement, and (d) acknowledges the USA Patriot Act notice set forth in section 10 18 of the Credit Agreement. Additionally, each Foreign Subsidiary Guarantor agrees that any and all payments made by such Foreign Subsidiary Guarantor under or in respect of the Guaranty or any other Loan Document shall be made, in accordance with (and to the extent provided in) sections 2 16 and 10 17 of the Credit Agreement.</p> <p>"Multicurrency Borrower" means McKey Luxembourg S à r l</p> <p>"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York</p> <p>"Obligations" means (a) all of the obligations, indebtedness and liabilities of the Loan Parties to the Lenders, the Swingline Lender, the Issuing Lenders and the Administrative Agent under the Credit Agreement or any of the other Loan Documents, including principal, interest, fees, prepayment premiums (if any), expenses, reimbursements and indemnification obligations and other amounts, and (b) all of the Bank Product Obligations, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees, and expenses that accrue after the commencement by or against any Loan Party of any proceeding under any liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions, regardless of whether such interest, fees, and expenses are allowed or allowable in whole or in part as a claim in such proceeding</p> <p>"Parent Guarantors" has the meaning given to that term in the Credit Agreement</p> <p>"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature</p> <p>"Proceeds" means all "proceeds" as such term is defined in section 9-102(a)(64) of the New York UCC</p> <p>"Secured Parties" means collectively, the Administrative Agent, the Lenders, the Issuing Lenders, the Swingline Lender, and each Bank Product Provider, provided that with respect to</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

any Collateral pledged by any Foreign GCA Party, or guarantee granted by any Foreign GCA Party, pursuant to the terms of the Agreement or any Foreign Law Security Documents, "Secured Parties" shall refer to the Administrative Agent, the Lenders, the Issuing Lenders, the Swingline Lender, and each Bank Product Provider to the extent any Foreign Obligations are owed to such Person

"Specified Swap Agreements" has the meaning given to that term in the Credit Agreement

"Subsidiary" means as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in the Agreement shall refer to a Subsidiary or Subsidiaries of the US Borrower

"Supporting Obligations" has the meaning given to such term in the New York UCC

"Swap Obligation" means with respect to any Loan Party, any obligation to pay or perform under any agreement, contract, or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act

"Swingline Lender" has the meaning given to that term in the Credit Agreement

"US Borrower" means Keystone Foods Intermediate LLC

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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	<div data-bbox="836 389 933 418">PART 2</div> <div data-bbox="778 452 991 481">Amount Secured</div> <p data-bbox="316 577 1461 882">The Company jointly and severally, unconditionally and irrevocably, guarantees to the Secured Parties and their respective successors, indorses, transferees and assigns, the prompt and complete payment and performance of the Foreign Obligations (excluding, with respect to the Company at any time, Excluded Swap Obligations with respect to the Company at such time), whether direct or indirect, absolute or contingent, and whether for principal, interest, premiums (if any), fees, indemnities, contract causes of action, costs, expenses, or otherwise, including, without limitation, any interest thereon, plus attorneys' fees and expenses if the obligations represented by the Agreement are collected by law, through an attorney-at-law, or under advice therefrom (all of the foregoing whether existing at the date of the Agreement or arising thereafter, being referred to collectively, as the "Guaranteed Obligations")</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

PART 3

Short particulars of all the property mortgaged or charged

The Company assigned and transferred to the Administrative Agent, and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the "**Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Guaranteed Obligations

- (a) any promissory note evidencing loans made by the Company or any Subsidiary of the Company to any other Grantor,
- (b) all General Intangibles consisting of loans made by any Grantor or any Subsidiaries of a Grantor to the Company (other than the Intercompany Receivables),
- (c) all books and records pertaining to the Collateral, and
- (d) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing,

provided, that, notwithstanding any of the other provisions set forth in section 3 of the Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any requirements of law of a governmental authority, requires a consent not obtained of any governmental authority pursuant to such requirement of law, and provided, further, that notwithstanding anything to the contrary, the term "Collateral" shall not include, and no Loan Party shall be required to pledge under the Agreement, any Capital Stock in the Company



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5416645
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FOREIGN GUARANTEE AND
COLLATERAL AGREEMENT DATED 29 MARCH 2013 AND
CREATED BY ABW INTERMEDIATE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE 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 APRIL 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2013

SAFE