In accordance with Section 872(1)(a) of the Companies Act 2006

MG02

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

Companies House

✓ **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

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1 Company details

For official use 3

Company number	0 5 4 1 6 6 4 5
Company name in full	ABW INTERMEDIATE LIMITED (the "Company")

→ **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	1 7 1 1 2 0 0 6
Description ❶	FOREIGN GUARANTEE AND COLLATERAL AGREEMENT (the "Foreign Guarantee and Collateral Agreement")
Date of registration ❷	0 5 1 2 2 0 0 6

❶ You should give a description of the instrument (if any) creating or evidencing the charge, e g 'Legal charge'

❷ 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	ING CAPITAL LLC (the "Administrative Agent")
Address	1325 AVENUE OF THE AMERICAS NEW YORK
Postcode	N Y 1 0 0 1 9
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

Please see attached continuation page "SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED"

5 Satisfaction of the debt

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

☑ In full

☐ In part

❶ Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X 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 Elizabeth Lyon (59941-015038)

Company name King & Spalding International LLP

Address 125 Old Broad Street

Post town

County/Region London

Postcode E C 2 N 1 A R

Country United Kingdom

DX

Telephone +44 (0)20 7551 7594

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 the 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

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

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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Short particulars

1 GRANT OF SECURITY INTEREST

The Company assigned and transferred to the Administrative Agent, and granted to the Administrative Agent, for the ratable benefit of the Lenders, 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 Company's 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 loan assigned under the Amendment and Assignment of Intercompany Loan Agreement),

(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 Foreign and Collateral Guarantee 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

2 DEFINITIONS

"Amendment and Assignment of Intercompany Loan Agreement" the amendment and assignment agreement dated 17 November 2006 between the Company, ING Capital LLC, McKey Luxembourg S a r l and Keystone Distribution Holdings UK Limited,

"Charge Over Shares" the charge dated 17 November 2006 between the Company as obligor and ING Capital LLC,

"Company's Obligations" means all obligations and liabilities of the Company which may arise under or in connection with the Foreign Guarantee and Collateral Agreement or any other Loan Document, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Company pursuant to the terms of the Foreign Guarantee and Collateral Agreement or any other Loan Document),

"Credit Agreement" the US$500,000,000 credit agreement dated 17 November 2006 between (among others) Keystone Foods Holdings LLC, McKey Luxembourg S a r l and McKey Distribution Pty Limited, the Lenders and the Administrative Agent,

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"General Intangibles" as defined in the New York UCC,

"Grantors" the collective reference to each party to the Foreign Guarantee and Collateral Agreement,

"Investment Property" the collective reference to (i) all "investment property" as such term is defined in Section 9-102(a)(49) of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock,

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

"Loan Document" the Credit Agreement, the Amendment and Assignment of Intercompany Loan Agreement, the Charge Over Shares and any document executed by any Loan Party under which the Company has an obligation or liability in connection with the Credit Agreement and any amendment, waiver, supplement or other modification to any of the foregoing,

"New York UCC" the Uniform Commercial Code as from time to time in effect in the State of New York,

"Person" 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,

"Proceeds" all "proceeds" as such term is defined in Section 9-102(a)(64) of the New York UCC,

"Subsidiary" any Person, corporation, partnership, limited liability company or other entity of which shares of stock or 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, and

"Supporting Obligations" as defined in the New York UCC