

MG01

Particulars of a mortgage or charge

124743 / 52.



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



A29 *A23YYL0A* #52
12/03/2013
COMPANIES HOUSE

1

Company details

Company number

0 6 5 3 2 2 5 2

Company name in full

LIVWELL LIMITED (the "Company")

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

Date of creation of charge

Date of creation

d2 d7 m0 m2 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

Debenture dated 27 February 2013 and made between (1) the Company and (2)
FFG (as defined in this MG01s below) (the "Debenture")

4

Amount secured

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

Amount secured

(a) the obligation of Genius Foods Limited
(registered number SC344777) ("**Genius**") to pay the
Deferred Consideration to FFG under and in
accordance with clause 4 of the Share Purchase
Agreement (including any interest payable by the
Company to FFG under clause 4.4 of the Share
Purchase Agreement, and

(b) any sums payable by the Company to FFG, an
Administrator or Receiver under any provision of
the Debenture (including any amount payable under
clause 26 of the Debenture),

in each case whether before or after judgment (the
"**Debt**") Please see continuation page(s)

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 FINSBURY FOOD GROUP PLC ("FFG")

Address Maes Y Coed Road

Cardiff

Postcode C F 1 4 4 X R

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

The Company, with full title guarantee, and as security for the payment and discharge of the Debt, charges.-

(a) by way of legal mortgage, all freehold (including commonhold) and leasehold land now vested in the Company together with all buildings fixtures, fittings and fixed plant and machinery now or at any time afterwards on it;

(b) by way of fixed charge (except as already charged above)

(i) all the present and future right, title and interest of the Company in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it;

(ii) all chattels now or at any time afterwards belonging to the Company. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture,

(iii) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company;

(iv) all book debts and other debts and monetary claims and rents, licence fees or other payments due from any lessee, licensee or occupier of any immovable property wherever situated now or at any time afterwards due or owing or incurred to the Company. In addition the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as FFG may from time to time have agreed in writing with the Company which shall not be subject to this fixed charge and also such debts and claims are as charged in accordance with paragraph (v) below,

(continued on Continuation Page 1)

CHFP025

03/11 Version 5.0

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	C1
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(v) any credit balance on any account of the Company with any bank or other person, (vi) all goodwill and uncalled capital for the time being of the Company; (vii) all stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including without limitation, any subsidiary or subsidiary undertaking of the Company) In addition. (1) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company, (2) all dividends, interest, and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule below, collectively called the "securities"), (viii) all letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule below, collectively called the "intellectual property"); (ix) all policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned in Clause 8(a) of the Debenture); (x) all rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction, (xi) the benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company; and (xii) the proceeds of sale of any property mentioned above,</p> <p>(c) by way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both present and future This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated</p> <p>The property referred to in paragraphs (a), (b) and (c) above is collectively called the "Charged Property" The property referred to in paragraphs (a) and (b) (together with any property for the time being effectively charged by way of fixed charge by the application of clause 5 of the Debenture) is collectively called the "Fixed Charge Property".</p> <p>(continued on Continuation Page 2)</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>NOTES</p> <p>The Debenture also contains the following provisions:</p> <p>FFG's ability to convert Floating Charge</p> <p>FFG may, by notice in writing to the Company, convert the floating charge created by Clause 1(c) above into a fixed charge in respect of such of the property of the Company as may be specified in such notice. It may do so:</p> <ul style="list-style-type: none"> (a) if on the happening of any of the events mentioned in Clause 8 of the Debenture, or (b) it appears to FFG that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security now created in respect of it, is otherwise in jeopardy <p>In either event, the ability of the Company to deal in any way with such property shall cease except to the extent that FFG may otherwise agree in writing</p> <p>Restrictions and obligations of the Company</p> <p>The Company shall not create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security, other than Permitted Security</p> <p>Until the Debenture is discharged the Company will indemnify each of FFG, a Receiver or an Administrator (and their respective officers, agents, and delegates) against all costs, expenses and liabilities properly incurred (directly or indirectly) as a result of any non-compliance or alleged non-compliance with any environmental laws in relation to all or any part of the Charged Property or anything done on it, in each case after the date of the Debenture</p> <p>Appointment of Administrator or Receiver</p> <p>The floating charge created by the Debenture is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986 (inserted by Section 248 of and Schedule 16 to the Enterprise Act 2002).</p> <p>(continued on Continuation Page 3)</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	C3
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>In this MG01s the following expressions shall have the following meanings</p> <p>"Administrator" means an administrator appointed by FFG in accordance with Clause 11 of the Debenture,</p> <p>"Deferred Consideration" has the meaning given to it in the Share Purchase Agreement,</p> <p>"FFG" shall include its successors and transferees and in both cases to the extent of their respective rights and benefits (including, without limitation, any person in whom under the laws of such person's place of incorporation all or substantially all of the assets and liabilities of FFG become vested),</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated on or around the date of the Debenture between, among others, FFG, HSBC Bank plc, Genius and the Company (as amended, novated or restated from time to time);</p> <p>"Permitted Security" means</p> <ul style="list-style-type: none"> (a) liens and rights of set-off arising by operation of law in the ordinary and usual course of trading and not as a result of any default or omission by the Company, (b) security arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading; (c) security granted in favour of FFG; (d) security granted with the consent of FFG, (e) security constituted by any of the Senior Securities (as defined in the Intercreditor Agreement) or which is otherwise permitted under the Intercreditor Agreement, and (f) any security over or affecting any asset acquired by the Company after the date of the Debenture if: <ul style="list-style-type: none"> (A) the security was not created in contemplation of the acquisition of that asset by the Company; (B) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by the Company, and (C) the security is removed or discharged within 3 months of the date of acquisition of such asset <p>"Receiver" means a receiver appointed by FFG in accordance with Clause 11 of the Debenture,</p> <p>"Share Purchase Agreement" means the share purchase agreement dated on or around the date of the Debenture between FFG and Genius in connection with the sale by FFG to the Genius of the entire issued share capital of the Company and United Bakeries (Holdings) Limited (as amended, novated or restated from time to time)</p>	

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Particulars of a mortgage or charge

7 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 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).

9 Signature

Please sign the form here

Signature

Signature

X (MS Lamin Metana LLP) 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 Andrew Parsons

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3544



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6532252
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27
FEBRUARY 2013 AND CREATED BY LIVWELL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
GENIUS FOODS LIMITED AND THE COMPANY TO FINSBURY
FOOD GROUP PLC AN ADMINISTRATOR OR RECEIVER ON ANY
ACCOUNT WHATSOEVER 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 12 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MARCH 2013

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Companies House



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