

# MR05

Statement that part or the whole of the property charged  
(a) has been released from the charge (b) no longer  
forms part of the company's property or undertaking

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a statement that part or the  
whole of the property charged  
has either (a) been released from  
the charge or (b) no longer forms  
part of the company's property.

☐ **What this form is for**  
You may not use  
register this state  
LLP. Use form LL

THURSDAY



LD4 \*L7A1X9P6\* 12/07/2018 #84  
COMPANIES HOUSE

ease  
v.uk

## 1 Company details

Company number 0 8 8 4 6 8 3 8

Company name in full HOVIS LIMITED

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

## 2 Charge creation

When was the charge created?

→ Before 06/04/2013. Complete Part A and Part C

→ On or after 06/04/2013. Complete Part B and Part C

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date d d m m y y y y

### A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number\*

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced.

Instrument description

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

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A4

**Short particulars of the property or undertaking charged**

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

Short particulars

**Continuation page**

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

**Part B**

**Charges created on or after 06/04/2013**

B1

**Charge code**

Please give the charge code. This can be found on the certificate.

Charge code ❶

0 8 8 4 - 6 8 3 8 - 0 0 0 3

**❶ Charge code**

This is the unique reference code allocated by the registrar.

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## Part C To be completed for all charges

C1

### Cease or release

Please tell us about the property or undertaking:

**Part** of the property or undertaking charged

- ☐ has been released from the charge.  
☐ no longer forms part of the company's property or undertaking.  
☒ has been released from the charge and no longer forms part of the company's property or undertaking.

→ Go to **Section C2**

or

**All** of the property or undertaking charged

- ☐ has been released from the charge.  
☐ no longer forms part of the company's property or undertaking.  
☐ has been released from the charge and no longer forms part of the company's property or undertaking.

→ Go to **Section C3**

C2

### Description of assets or property ①

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking.

Description of assets or property

The Released Assets are listed in clause 2.1 of the Business Purchase Agreement dated 30 April 2018 (the "BPA") as referred to by clause 2.1 of the deed of release dated 30 June 2018, as follows:

#### Property

(1) Freehold property known as Paddock Maltings, Bridge Street, Gainsborough DN21 1LN (title number LL192156); (2) leasehold property known as The Warehouse, Bridge Street, Gainsborough (title number LL241688); and (3) leasehold property known as Unit 2, Edinburgh Distribution Park, Newbridge EH28 8PJ (title number MID56771) (together the "**Properties**")

#### Contracts

The benefit (subject to the burden) of the Contracts, defined as: (a) all the contracts, arrangements and obligations of, and rights, benefits and licences enjoyed by, a Vendor insofar as they relate wholly to the Businesses (or either of them) or any Business Intellectual Property or the Business Information and which are wholly or partly unperformed at the Effective Time (and for this purpose, contracts for the manufacture and/or sale of goods shall be deemed to be performed when the relevant items have

① This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking.

#### Continuation page

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

## MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property

**C2**

### Description of assets or property<sup>1</sup>

Please give a brief description of assets or property released from the charge and/or a brief description of any property that has ceased to form part of the company's property or undertaking.

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Description of assets  
or property

been despatched by or at the direction of a Vendor or delivered to, or to the order of, the other party) including supply and distribution agreements, customer and supplier contracts, leases and hire and hire purchase agreements and agreements with third parties for the supply of computer maintenance and support services but excluding: (i) any contracts, arrangements or obligations with professional services firms or consultants, (ii) the Leases, (iii) the employment contracts of the Employees, (iv) any contracts, arrangements or obligations relating to borrowing, (v) any contracts, arrangements or obligations of insurance, (vi) any contracts, arrangements or obligations forming part of the Excluded Assets and (vii) the Transaction Documents; and (b) in relation to contracts which relate to the Businesses (or either of them) and other parts of the Vendor's Group (a "Group Contract"), all the obligations of, and rights, benefits and licences enjoyed by, a Vendor only insofar as they relate to the Businesses and which are wholly or partly unperformed at the Effective Time and are referred to in the List of Group Contracts.

#### Liabilities

All liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed and whether owed or incurred severally or jointly or as principal or surety (including all claims, costs, damages, demands, expenses, fines, liabilities, losses, penalties and all legal and other professional costs and expenses) and "Liability" means any one of them.

#### Fixed Plant

The plant and machinery, and any improvements at the Properties, which is owned or used by either of the Vendors and physically attached to a Property at the Effective Time, including those items listed in the plant, equipment and vehicles register of the Businesses as at the date of the BPA in the Agreed Form (the "Plant, Equipment and Vehicles Register").

#### Goodwill

The goodwill of the Vendors in connection with the Businesses and the exclusive right for the Purchaser to use the names "Fleming Howden" and "Holgran" and to represent itself as carrying on the Businesses in succession to Hovis and RHML.

#### Moveable Plant, Equipment and Vehicles

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property

**C2**

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Description of assets  
or property

All the loose plant, machinery, tools, moulds, office equipment, furnishings, general equipment and other articles at the Properties, which is not Fixed Plant, and motor vehicles used by Hovis or RHML wholly in the Businesses at the Effective Time, including those items listed in the Plant, Equipment and Vehicle Register.

#### Records

All books and records, correspondence and other information and documentation (including customer and supplier lists and records, order records, the Contracts, employee records and related documents) held by Hovis or RHML which relate wholly to the Businesses (or either of them).

Business Stock (subject to the reservation of title arrangements (if any) in existence at the Effective Time)

The stock of raw materials, consumable stores and components for incorporation into products in the course of production, partly finished and finished goods, packaging and promotional material and engineering spares owned or held by the Vendors at any location in relation to the Businesses as at the Effective Time, as calculated in accordance with part 1 of schedule 6 of the BPA and to the extent included in the Completion Statement.

#### Third Party Rights

(To the extent to which Hovis and RHML are legally entitled to assign them, transfer them or hold them on trust) all of Hovis' and RHML's rights against third parties in respect of the Businesses or any of the Assets (including rights under or in respect of warranties, representations, guarantees and indemnities which relate to the Assets as at the Effective Time.

#### Business Receivables

All sums owing to the Vendors by trade debtors and other persons in respect of the Businesses as at the Effective Time for goods or services supplied by the Vendors before the Effective Time (whether or not invoiced and whether or not due and payable at that time), as calculated in accordance with part 1 of schedule 6 and to the extent included in the Completion Statement.

#### Business Intellectual Property

All Intellectual Property (excluding the Excluded Brands) owned by the Vendors or any member of the Vendor Group which is

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Description of assets  
or property

*used at the Effective Time (or has been used in the three years prior to Completion) in each case wholly in the Businesses, including: (a) the Brands; (b) the Listed IP; (c) all recipes and product specifications for any products which are, or have been sold, distributed, marketed or promoted by the Businesses (or either of them) (excluding, for the avoidance of doubt, products supplied to the Businesses (or either of them) by other parts of the Vendor Group); and (d) all marketing and advertising materials and product packaging used wholly in relation to any products which are, or have been sold, distributed, marketed or promoted by the Businesses (or either of them) (excluding, for the avoidance of doubt, products supplied to the Businesses (or either of them) by other parts of the Vendor Group and the Excluded Brands).*

#### Business Information

All right, title and interest of the Vendors in Business Information, defined as: all Information owned by the Vendors or any member of the Vendor Group which is used at the Effective Time (or has been used in the three years prior to completion) wholly in the Businesses (or either of them), including: (a) all recipes and product specifications used wholly in relation to products which are, or have been sold, distributed, marketed or promoted by the Businesses (or either of them) at any time (excluding, for the avoidance of doubt, products supplied to the Businesses (or either of them) by other parts of the Vendor Group); and (b) all marketing and advertising materials and product packaging used wholly in relation to products which are, or have been sold, distributed, marketed or promoted by the Businesses (or either of them) at any time (excluding, for the avoidance of doubt, products supplied to the Businesses (or either of them) by other parts of the Vendor Group).

#### Vendor Prepayments

All amounts actually paid by Hovis or RHML to a supplier of the Businesses before the Effective Time in respect of goods or services to be supplied under a Contract after the Effective Time, as calculated in accordance with part 1 of schedule 6 and to the extent included in the Completion Statement.

All other assets, rights and interests owned or used by the Vendors wholly in connection with the Businesses, other than the Excluded Assets.

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Description of assets  
or property

#### Definitions:

**Actual Working Capital:** the working capital of the Businesses to be acquired pursuant to the BPA as at the Effective Time as agreed, deemed agreed or determined in the Completion Statement in accordance with the provisions of clause 8 and Schedule 6.

**Agreed Form:** the form agreed between and initialled by or on behalf of the Vendors and the Purchaser.

**Assets:** all the property, rights and assets owned or held by the Vendors and used wholly in the Businesses (or either of them), each of which is agreed to be sold and purchased under clause 2 of the BPA.

**Brands:** the trade marks and trade names FLEMING HOWDEN and HOLGRAN and all associated devices and logos.

**Businesses:** the Fleming Howden Business and the Holgran Business.

**Business Day:** any day other than a Saturday, Sunday or any other day which is a public holiday in England.

**Business Information:** all Information owned by the Vendors or any member of the Vendor Group which is used at the Effective Time (or has been used in the three years prior to Completion) wholly in the Businesses (or either of them), including: (a) all recipes and product specifications used wholly in relation to products which are, or have been sold, distributed, marketed or promoted by the Businesses (or either of them) at an time (excluding, for the avoidance of doubt, products supplied to the Businesses (or either of them) by other parts of the Vendor Group); and (b) all marketing and advertising materials and product packaging used wholly in relation to products which are, or have been sold, distributed, marketed or promoted by the Businesses (or either of them) at any time (excluding, for the avoidance of doubt, products supplied to the Businesses (or either of them) by other parts of the Vendor Group).

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**Business Intellectual Property Assignment:** the assignment in the Agreed Form in respect of Business Intellectual Property which is registered or in respect of which there is a registration.

**Completion:** completion of the sale and purchase of the Businesses and the Assets in accordance with this agreement.

**Completion Date:** the month-end date for accounting purposes of Hovis and RHML immediately following fulfilment or waiver of the Condition (unless such fulfilment or waiver occurs less than two Business Days before such month-end date, in which case it shall be the month-end date of the next following month) or such other date as the parties may agree in writing.

**Completion Statement:** the statement of Actual Working Capital as at the Effective Time to be prepared and agreed, deemed agreed or determined in accordance with clause 8.

**Disclosure Letter:** the letter dated the date of this agreement from the Vendors to the Purchaser making certain disclosures against the Vendor Warranties.

**Effective Time:** 5:30pm on the Completion Date.

**Employees:** the persons whose names are set out in the schedule of employees in the Agreed Form.

**Excluded Assets** (listed at Schedule 3 of the BPA) as follows: (1) cash in hand or credited to any account with a financial institution held by or on behalf of the Vendors in relation to the Businesses or the Assets; (2) any amounts repayable by or recoverable from HMRC (including value added tax) in respect of taxation attributable to a period ending on or before the Effective Time; (3) the benefit of any insurance or insurance claim attributable to any event occurring before the Effective Time; (4) any shares or other securities owned by Hovis or RHML; and (5) inter-company loans and balances between the Vendors, save to the extent that they relate to trading or supplies made by either Business (and for the avoidance of doubt trading and supply balances in place at Completion between the Vendors shall be included in the Completion Statement in accordance with the provisions of schedule 6 of the BPA).



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**Excluded Brands:** all trade marks, trade names and all associated devices and logos used in the Businesses at or prior to the date of this agreement, except for the Brands and the Listed IP.

**Fixed Plant:** the plant and machinery and any improvements at the Properties, which is owned or used by either of the Vendors and physically attached to a Property at the Effective Time, including those items listed in the Plant, Equipment and Vehicles Register.

**Fleming Howden Business:** the business of supplying bakery premises, bakery ingredients and bakery sundries and of blending, preparing and supplying flour confectionery mixes carried on by Hovis and RHML under the name "Fleming Howden".

**Group Company:** in relation to any company, any body corporate which is at the time a holding company of that company, a subsidiary of that company or a subsidiary of a holding company of that company.

**Holgran Business:** the business of manufacturing, distributing and selling malted wheat flakes, malt and seed blends, malt flour and various specialist bakery ingredients, carried on by Hovis and RHML under the name "Holgran";

**Hovis:** Hovis Limited (company number 08846838)

**Information:** all information (in whatever form held and whether or not in the public domain) including all: (a) formulae, designs, recipes, product specifications and manufacturing specifications, processes and techniques drawings, know-how, techniques, testing procedures, operating conditions, manuals and instructions; (b) customer lists, supplier lists, sales, marketing and promotional information; (c) business plans and forecasts; and (d) technical or other expertise.

**Intellectual Property:** patents, registered designs, rights in design, copyright, database right, rights in databases, trade marks, service marks, trade or business names, rights in domain names, logos, get-up or trade dress, inventions or secret processes, formulae, know-how and all rights or forms of protection of a similar nature or effect subsisting anywhere in the world, whether or not registered and including applications or registrations for any such right.

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Description of assets  
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Leasehold Properties: the leasehold properties the details of which are set out above under Properties.

Leases: the leases under which Hovis holds the Leasehold Properties.

List of Group Contacts: the list of partly assumed contacts in the Agreed Form.

Listed IP: the Intellectual Property listed in the Schedule of Listed IP in the Agreed Form.

Purchaser: Cereform Limited (company number 00346958).

RHML: Rank Hovis Milling Limited (company number 09352305).

Supply Agreements: the supply agreements in the Agreed Form, to be entered into between Hovis, RHML and the Purchaser.

Transaction Documents: this agreement, the Disclosure Letter, the Transactional Services Agreement, the Supply Agreements, the Business Intellectual Property Assignment and each other agreement referred to in this agreement as being in the Agreed Form.

Transactional Services Agreement: the transactional services agreement in the Agreed Form, to be entered into between Hovis (as service provider) and the Purchaser (as service recipient).

Vendor Group: each of the Vendors and each of their Group Companies but not, for the avoidance of doubt, Premier Foods Group Limited, The Gores Group, LLC or any of their other respective subsidiaries.

Vendor Warranties: the warranties given by the Vendors pursuant to clause 9 and set out in part 1 of schedule 1 in the BPA.

Vendors: Hovis and RHML.

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

C3

Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement		/
Name	MACFARLANES LLP		
	Please give the address of the person delivering this statement		
Building name/number	20		
Street	CURSITOR STREET		
Post town	LONDON		
County/Region			
Postcode	E C 4 A 1 L T		
	Please give the person's interest in the charge (e.g. chargor/chargee etc).		
Person's interest in the charge	SOLICITORS FOR THE CHARGORS		

C4

Signature

	Please sign the form here.		/
Signature	Signature		
	X Macfarlanes LLP X		

MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking



### 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 LJH/663040

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No: 138 Chancery Lane

Telephone +44 (0)20 7831 9222



### 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.

#### Part A Charges created before 06/04/2013

- ☐ You have given the charge date.  
☐ You have given the charge number (if appropriate).  
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

#### Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code.

#### Part C To be completed for all charges

- ☐ You have ticked the appropriate boxes in Section C1.  
☐ You have given a description of assets or property released from the charge (if appropriate)  
☐ You have given the details of the person delivering this statement in Section C3.  
☐ 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](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)