

MG01s

Particulars of a charge created by a company registered in Scotland



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 charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. If
this, please use form MG01.

SATURDAY



STXGJUP0

SCT

04/06/2011

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COMPANIES HOUSE

1 Company details

Company number S C 3 0 4 6 0 5

Company name in full Kingdom Cheese Company (1999) Limited (the "Acceding 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 2 7 0 5 2 0 1 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description Accession Deed ("Deed of Accession") to a Composite Debenture between First Milk Limited, The First Milk Cheese Company Limited, Scottish Milk Products Limited and Scottish Milk Dairies Limited as the Charging Companies and Lloyds TSB Commercial Finance Limited as Security Agent dated 28 August 2009 ("Debenture") by which the Acceding Company unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture as if it had been an original party to the Debenture as one of the Charging Companies.

4 Amount secured

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

Amount secured All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Charging Companies to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture and under any guarantee and indemnity contained in the Asset Based Lending Agreement) (the "Secured Obligations").

For definitions, please see continuation page.

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name Lloyds TSB Commercial Finance Limited as Security Agent

Address ("Security Agent")

1st Floor, Lisbon House, 116 Wellington Street, Leeds

Postcode L S 1 4 L T

Name

Address

Postcode

Continuation page

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

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars See 1 in Addendum

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7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

N/A

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

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

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8 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

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

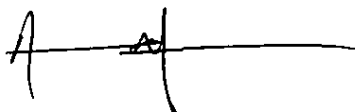
10 Signature²

Please sign the form here.

Signature

Signature

X



X

² Signature

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 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
BEVERLEY WOOD

Company name
MORTON FRASER

Address
QUARTERMILE TWO

2 LISTER SQUARE

Post town
EDINBURGH

County/Region

Postcode

E	H	3		9	G	L
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Country

DX
ED119, EDINBURGH

Telephone
0131 2471000



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 a certified copy of the deed (if any) 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 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 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 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

Addendum 1/2

1. The Acceding Company grants and creates the charges, mortgages and assignments and other security which are stated to be granted or created by the Debenture as if it had been an original party to the Debenture as one of the Charging Companies and without prejudice to the generality of the foregoing, the Acceding Company with full title guarantee and as continuing security for payment of the Secured Obligations, charges and assigns in favour of the Security Agent, all of the Acceding Company's property, assets and undertaking on the terms set out in Clauses 3, 4 and 5 of the Debenture, including (without limiting the generality of the foregoing):

(1) by way of first legal mortgage all the freehold and leasehold Property (if any) vested in or charged to the Acceding Company (including without limitation, the property specified in Part 1 of Schedule 2 to the Deed of Accession), together with all buildings and fixtures (including trade fixtures) at any time thereon;

(2) by way of first fixed charge all the Charged Securities (including, without limitation, those specified in Part 2 of Schedule 2 to the Deed of Accession) together with all Securities Rights from time to time accruing thereto;

(3) by way of first fixed charge all Intellectual Property;

(4) by way of assignment the Insurances (including, without limitation those specified in Part 3 of Schedule 2 to the Deed of Accession), all claims under the Insurances and all proceeds of the Insurances; and

(5) by way of assignment the ABL Insurances (including, without limitation those specified in Part 4 of Schedule 2 to the Deed of Accession), all claims under the ABL Insurances and all proceeds of the ABL Insurances.

"ABL Insurances" means the Credit Insurance Policy, the Inventory Insurance Policy, the Real Property Insurance Policy and the Plant and Machinery Insurance Policy;

"Credit Insurance Policy" means that credit insurance policy the details of which are specified in Part 4 of Schedule 2 to the Debenture and all cover notes relating to that policy and any other policy of insurance which may replace that policy of insurance;

"Charged Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Charging Company, held by a nominee on its behalf or in which such Charging Company has an interest at any time;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Charging Company or in which a Charging Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in Parts 3 and 4 of Schedule 2 to the Debenture);

Addendum 2/2

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing;

Inventory Insurance Policy" means the inventory insurance policy, the details of which are specified in Part 4 of Schedule 2 of the Debenture and all cover notes relating to that policy and any other policy of insurance which may replace that policy of insurance;

"Plant and Machinery Insurance Policy" means that insurance policy the details of which are specified in Part 4 of Schedule 2 of the Debenture and all cover notes relating to that policy and any other policy of insurance which may replace that policy of insurance;

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Charging Company or the Accednig Company, or in which any Charging Company or the Acceding Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in Part 1 of Schedule 2 to the Debenture, together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

"Real Property Insurance Policy" means that real property insurance policy the details of which are specified in part 4 of schedule 2 od the Debenture and all cover notes relating to that policy and any other policy of insurance which may replace that policy of insurance;

"Securities Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 304605

CHARGE NO. 1

I HEREBY CERTIFY THAT A CHARGE CREATED BY KINGDOM
CHEESE COMPANY (1999) LIMITED

ON 27 MAY 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF LLOYDS TSB COMMERCIAL FINANCE LIMITED

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 4 JUNE 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 7 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES