

MG01

Particulars of a mortgage or charge

107846/13



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LASERFORM

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

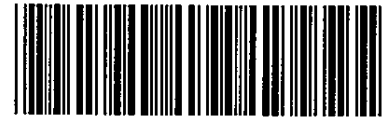
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
register particulars of a charge for a
company. To do this, please
use form MG01s

FRIDAY



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LD3

13/04/2012

#58

COMPANIES HOUSE

1

Company details

Company number 0 0 9 1 7 1 7 4

Company name in full Bejam Group Limited
(the "Company")

8

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 0 5 0 4 2 0 1 2

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 A debenture dated 5 April 2012 created by the Company in favour of The
Royal Bank of Scotland plc as security agent for the Secured Parties on
the terms and conditions set out in the Intercreditor Agreement (the
"Security Agent") (the "Debenture")

4

Amount secured

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

Amount secured The Company has covenanted with the Security Agent
as trustee for the Secured Parties that it shall on
demand of the Security Agent discharge all
obligations as and when they fall due according to
the terms which the Company or any member of the
Group may at any time have to the Security Agent
(whether for its own account or as trustee for the
Secured Parties) or any of the other Secured
Parties under or pursuant to the Secured Documents
(including the Debenture and any Mortgage) including
any liability in respect of any further advances
made under the Secured Documents, whether present
or future, actual or contingent (and whether
incurred solely or jointly and whether as principal
or as surety or in some other capacity) and the
Company shall pay to the Security Agent when due
(Contd)

Continuation page

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

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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 The Royal Bank of Scotland plc (as Security Agent)

Address 15 Bishopsgate, London

Postcode E C 2 P 2 A P

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

Fixed Charges, Assignments and Floating Charge

1 Fixed Charges

1 1 The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in a Chargor at the date of the Debenture (or, if later, the date on which such Chargor accedes as party to the Debenture) shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party including, without limitation, any landlord) the Material Real Property

1 2 The Company has charged in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in a Chargor at the date of the Debenture (or, if later, the date on which such Chargor accedes as party to the Debenture) shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party including, without limitation, any landlord) the Real Property

1 3 The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property

(Cont'd)

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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

None

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 *Clifford Chance CC* 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 Tess Trepak (70-40519122)

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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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Amount secured

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

Amount secured

and payable every sum at any time owing, due or incurred by the Company to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law

Capitalised terms used in this MG01 form and not defined herein have been defined in the Definitions Schedule in the attached MG01 continuation pages in Section 6 of this form

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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

- 1 4 The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts
- 1 5 The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Company
- 1 6 The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property
- 1 7 The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments
- 1 8 The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise)
- 1.9 The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture
- 2 **Assignments**

The Company has assigned and agreed to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

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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

- 2.1 the proceeds of any Insurance Policy and all Related Rights,
- 2.2 all rights and claims in relation to any Assigned Account,
- 2.3 each of the Specific Contracts, and
- 2.4 any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Company in respect of the Real Property except to the extent that they are subject to any fixed security created under any other term of the Debenture

3 Floating Charge

- 3.1 The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company other than the Excluded Assets
- 3.2 The floating charge created by sub-clause 3.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Secured Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations
- 3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*)

Further Assurance

The Debenture contains covenants for further assurance

Negative Pledge

The Debenture contains a negative pledge

Capitalised terms used in this MG01 form have been defined in the Definitions Schedule below

DEFINITION SCHEDULE

"**Accession Deed**" means a document substantially in the form set out in Part 1 of Schedule 7 (*Forms of Accession Deeds*) of the Senior Facilities Agreement

"**Account**" means any account, except for an Excluded Account, opened or maintained by a Chargor with the Agent or any other person including each account specified in Schedule 5 (*Details of Accounts*) of the Debenture opposite its name or in any Security Accession Deed by which a Chargor

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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

becomes a party to the Debenture (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"Acquisition" means the acquisition by Oswestry Acquico Limited of the Target Shares on the terms of the Acquisition Documents

"Acquisition Agreement" means the sale and purchase agreement dated on or prior to the Closing Date between the Vendor and Oswestry Acquico Limited, and the sale and purchase agreements dated on or prior to the Closing Date between certain members of management of the Target Group and Oswestry Acquico Limited, in each case relating to the sale and purchase of the Target Shares

"Acquisition Documents" means the Acquisition Agreement and any other document designated as an Acquisition Document by the Agent and the Parent

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company. Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term **"Affiliate"** shall not include (i) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (ii) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries or subsidiary undertakings

"Agent" means The Royal Bank of Scotland plc as agent of the other Finance Parties

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement

"Arranger" means Credit Suisse AG, London Branch, Deutsche Bank AG, London Branch, HSBC Bank plc, Nomura International plc and The Royal Bank of Scotland plc as mandated lead arrangers (whether acting individually or

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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>together the Arranger)</p> <p>"Assigned Account" means any Mandatory Prepayment Account and any other Account that may from time to time be agreed in writing as an Assigned Account between the Security Agent and the relevant Chargor</p> <p>"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 9.9 (<i>Affiliates of Borrowers</i>) of the Senior Facilities Agreement</p> <p>"Business Day" has the meaning given to it in the Senior Facilities Agreement</p> <p>"Charged Property" means all the assets and undertaking of each Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture and any Mortgage</p> <p>"Chargors" means the Original Chargors and any other member of the Group which has become a Chargor by executing a Security Accession Deed and "Chargor" means any of them</p> <p>"Closing Date" means the date on which the Acquisition is completed in accordance with the terms of the Acquisition Agreement</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) of the Senior Facilities Agreement</p> <p>"Creditors" means the Senior Lenders, the Hedge Counterparties and the Intra-Group Lenders</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>"Event of Default" means any event of circumstance specified as such in Clause 28 (<i>Events of Default</i>) of the Senior Facilities Agreement</p> <p>"Excluded Account" means each of the following accounts</p> <ul style="list-style-type: none"> (a) the account named Iceland Death in Service held with Barclays Bank plc with sort code 20-25-69 and account number 73800547, (b) the account named Iceland Foods Charitable Foundation held with Barclays Bank plc with sort code 20-25-69 and account number 13448142, (c) the account named Barclays Bank plc re Iceland Foods Limited held with Barclays Bank plc with sort code 20-25-69 and account number 53725235, (d) the account named Employee savings account held with Barclays Bank 	

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Short particulars

plc with sort code 20-25-69 and account number 73987712;

(e) any other account over which Security is created as contemplated by paragraphs (s) and (u) of the definition of Permitted Security,

and any other account agreed between the Security Agent and any Chargor to be an Excluded Account

"**Excluded Assets**" means

(a) the Excluded Accounts, and

(b) any interest of a Chargor in a Joint Venture

"**Facilities**" means a Term Facility or the Revolving Facility

"**Fee Letter**" means

(a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 17 (*Fees*) of the Senior Facilities Agreement, and

(b) any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2.2 (*Increase*), Clause 17.5 (*Fees payable in respect of Letters of Credit*) or Clause 17.6 (*Interest, commission and fees on Ancillary Facilities*) of the Senior Facilities Agreement or under any other Finance Document

"**Finance Document**" means the Senior Facilities Agreement, the Syndication Letter, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Parent **provided that** where the term **Finance Document** is used in, and construed for the purposes of, the Senior Facilities Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

(a) the definition of **Material Adverse Effect**;

(b) the definition of **Transaction Document**,

(c) the definition of **Transaction Security Document**;

(d) paragraph (a) (iv) of Clause 1.2 (*Construction*) of the Senior Facilities Agreement;

(e) Clause 23 (*Guarantee and Indemnity*) of the Senior Facilities Agreement, and

(f) Clause 28 (*Events of Default*) (other than paragraph (b) of Clause 28.15 (*Repudiation and rescission of agreements*)) and

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Please give the short particulars of the property mortgaged or charged

Short particulars

Clause 28 18 (Acceleration)) of the Senior Facilities Agreement

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender provided that, where the term Finance Party is used in, and construed for the purposes of, the Senior Facilities Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

- (a) the definition of Secured Parties,
- (b) paragraph (a) (1) of Clause 1 2 (Construction) of the Senior Facilities Agreement,
- (c) paragraph (c) of the definition of Material Adverse Effect,
- (d) Clause 23 (Guarantee and Indemnity) of the Senior Facilities Agreement, and
- (e) Clause 33 (Conduct of business by the Finance Parties) of the Senior Facilities Agreement

"Group" means the Parent and its Subsidiaries for the time being (including, from the Closing Date, the Target Group)

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (Changes to the Obligors) of the Senior Facilities Agreement

"Hedge Counterparty" has the meaning given to it in the Senior Facilities Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between a member of the Group and a Hedge Counterparty for the purpose of implementing any Permitted Treasury Transaction

"Hedging Letter" means the letter dated on or about the date of the Senior Facilities Agreement and made between the Arranger and the Parent describing the hedging arrangements to be entered into in respect of certain of the interest rate liabilities and the exchange rate risks in relation to certain of the Facilities

"Holding Company" has the meaning given to it in the Senior Facilities Agreement

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which each Chargor may from time to time have an interest, including each policy specified in any Security Accession Deed by which a Chargor becomes a party to the Debenture

"Intellectual Property" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other

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Short particulars

intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered (including intellectual property specified in Schedule 6 (*Details of Intellectual Property*) of the Debenture opposite the name of the relevant Chargor or in any Security Accession Deed by which a Chargor becomes a party to the Debenture), and

- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Senior Facilities Agreement between, among others, the Parent, Oswestry Acquisco Limited, the Agent, the Security Agent, the Creditors (as defined in the Intercreditor Agreement) and the Obligors.

"Intra-Group Lenders" has the meaning given to it in the Intercreditor Agreement

"Intra-Group Loan Agreement" means any agreement or arrangement under which a loan is made available by a Chargor to another member of the Group

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case in England and Wales whether held directly by or to the order of a Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system) and, in each case, excluding any investment by any Chargor in a Joint Venture

"Issuing Bank" has the meaning given to it in the Senior Facilities Agreement

"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2.2 (*Increase*) or Clause 29 (*Changes to the Lenders*) of the Senior Facilities Agreement, which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities

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Particulars of a mortgage or charge

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Short particulars	<p>Agreement</p> <p>"Legal Reservations" has the meaning given to it in the Senior Facilities Agreement</p> <p>"Letter of Credit" means</p> <p>(a) a letter of credit, substantially in the form set out in Schedule 11 (<i>Form of Letter of Credit</i>) of the Senior Facilities Agreement or in any other form requested by a Borrower (or the Company on its behalf) and agreed by the Agent and the Issuing Bank, or</p> <p>(b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Company on its behalf) and agreed by the Agent and the Issuing Bank</p> <p>"Loan" means a Term Loan or a Revolving Facility Loan</p> <p>"Mandatory Prepayment Account" means an interest-bearing account</p> <p>(a) held in London by a Borrower with the Agent or Security Agent,</p> <p>(b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,</p> <p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent, and</p> <p>(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time)</p> <p>"Material Adverse Effect" means a material adverse effect on</p> <p>(a) the business, assets or financial condition of the Group (taken as a whole), or</p> <p>(b) the ability of the Obligors (taken as a whole) to perform their payment obligations under the Finance Documents, or</p> <p>(c) subject to the Legal Reservations and Perfection Requirements, the validity or enforceability of any of the Transaction Security Documents (taken as a whole) in a manner which is materially adverse to the interests of the Finance Parties (taken as a whole) under the Transaction Security Documents and, if capable of remedy, is not remedied within 20 Business Days of the earlier of the Parent (i) becoming aware of the same or (ii) being given notice of the issue by the Agent (provided that such grace periods will run concurrently with any other applicable grace periods)</p>	

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"Material Real Property" means

- (a) the freehold and leasehold property in England and Wales specified in Schedule 3 (*Details of Material Real Property*) of the Debenture or in any Security Accession Deed by which a Chargor becomes a party to the Debenture),
- (b) the Chargor's interest in any freehold or leasehold property in England and Wales which the relevant Chargor has acquired after the date of the Debenture which interest has an acquisition price or book value in excess of £1,000,000, and
- (c) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

"Monetary Claims" means any book and other debts and monetary claims owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which that Chargor is a party and any other assets, property, rights or undertaking of that Chargor)

"Mortgage" means a first legal mortgage in respect of all or any part of a Material Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture and substantially in the form of Schedule 8 (*Form of Legal Mortgage*) of the Debenture

"Obligor" means a Borrower or a Guarantor

"Original Borrower" means Oswestry Acquico Limited

"Original Chargors" means the companies listed in Schedule 1 (*The Original Chargors*) of the Debenture, including the Company

"Original Guarantor" means the Parent and Oswestry Acquico Limited

"Original Lender" means the Financial Institutions listed in Part 2 of Schedule 1 (*The Original Parties*) to the Senior Facilities Agreement, as lenders

"Oswestry Acquico Limited" means Oswestry Acquico Limited, a limited liability company incorporated in England and Wales with registration number 07939278

"Parent" means Oswestry Midco Limited, a limited liability company incorporated in England and Wales with registered number 07912960

"Party" means a party to the Senior Facilities Agreement

"Perfection Requirements" has the meaning given to it in the Senior

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Short particulars

Facilities Agreement

"Permitted Acquisition" has the meaning given to it in the Senior Facilities Agreement

"Permitted Disposal" has the meaning given to it in the Senior Facilities Agreement

"Permitted Security" means

- (a) any charge or lien arising by operation of law and in the ordinary course of trading but not arising as a result of any default or omission by any member of the Group,
- (b) any retention of title arrangements and rights of set-off arising in the ordinary course of trading with suppliers of goods and which is discharged within a period of time customary for such arrangements provided that such retention of title and set-off rights have not arisen as a result of any failure by the relevant Group member to comply with its obligations,
- (c) any Security or Quasi Security created under or pursuant to any Finance Document (including the Transaction Security Documents),
- (d) any netting or set-off arrangement entered into under a Permitted Treasury Transaction where the obligations of the parties are calculated by reference to net exposure under that Permitted Treasury Transaction,
- (e) any Security or Quasi Security over or affecting any asset acquired by a member of the Group after the Closing Date, if
 - (1) the Security or Quasi Security was not created in contemplation of the acquisition of that asset by a member of the Group,
 - (11) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group, and
 - (111) the Security or Quasi Security is removed or discharged within three months of the date of acquisition of such asset,
- (f) any Security or Quasi Security over or affecting any asset of any company which becomes a member of the Group after the date of the Senior Facilities Agreement, where the Security or Quasi Security is created prior to the date on which that company becomes a member of the Group if
 - (1) the Security or Quasi Security was not created in contemplation of the acquisition of that company,
 - (11) the principal amount secured has not increased in contemplation of or since the acquisition of that company, and
 - (111) the Security or Quasi Security is removed or discharged within

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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>three months of that company becoming a member of the Group,</p> <p>(g) any Security or Quasi Security arising under any Finance Lease provided that the Financial Indebtedness (as defined in the Senior Facilities Agreement) secured thereby is permitted under paragraph (g) of the definition of Permitted Financial Indebtedness in the Senior Facilities Agreement,</p> <p>(h) any Security or Quasi Security over goods and documents of title to goods arising in the ordinary course of letter of credit transactions under an Ancillary Facility or Letters of Credit,</p> <p>(i) any netting or set-off arrangement arising in connection with a cash management or pooling arrangement permitted under paragraph (1) of the definition of Permitted Financial Indebtedness in the Senior Facilities Agreement;</p> <p>(j) any Security or Quasi Security arising as a result of a sale, transfer or other disposal which is a Permitted Disposal (as defined in the Senior Facilities Agreement) or any acquisition which is a Permitted Acquisition (as defined in the Senior Facilities Agreement) or Permitted Joint Venture (as defined in the Senior Facilities Agreement) and any Security arising under a Permitted Sale and Leaseback (as defined in the Senior Facilities Agreement),</p> <p>(k) any Security over rental deposits arising in the ordinary course of day-to-day business in respect of any property leased or licensed by a member of the Group, provided that the deposit does not exceed an amount or term which is customary for such rental deposits (including, without limitation, (i) the rent deposit deed dated 8 May 2001 between Cooltrader Limited and The Prudential Assurance Company Limited and (ii) the rent deposit deed dated 7 September 2001 between Cooltrader Limited and Ravensoft Properties Limited),</p> <p>(l) any Security or Quasi Security over bank accounts granted as part of that the relevant bank's standard terms and conditions,</p> <p>(m) any Existing Facilities Security (as defined in the Senior Facilities Agreement) provided that any such Existing Facilities Security is released in full as soon as reasonably practicable and, in any event, within three months of the Closing Date,</p> <p>(n) any Security or Quasi Security created with the consent of the Majority Lenders (as defined in the Senior Facilities Agreement),</p> <p>(o) any Security or Quasi Security relating to payments into court or arising under any court order or injunction or security for costs arising in connection with any litigation or court proceedings being contested by a member of the Group in good faith (and which do not otherwise give rise to an Event of Default),</p> <p>(p) any Security arising pursuant to an order of attachment or injunction restraining disposal of assets or similar legal process arising in connection with court proceedings which are contested by any member of the Group in good faith by appropriate proceedings and which could not reasonably be expected to have a Material Adverse</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>Effect,</p> <p>(q) security in the nature of</p> <p>(1) planning restrictions, and</p> <p>(11) easements which do not secure Financial Indebtedness and do not materially detract from the value of the property affected by such restrictions and/or easements or materially impair the use thereof to the business of the Group and which could not reasonably be expected to have a Material Adverse Effect,</p> <p>(r) any Joint Venture Security(as defined in the Senior Facilities Agreement),</p> <p>(s) Security over cash paid into an escrow account by any third party or any member of the Group pursuant to any customary deposit or retention of purchase price arrangements entered into pursuant to any Permitted Disposal or Permitted Acquisition,</p> <p>(t) Security arising automatically by operation of law in favour of any taxation or any government authority or organisation in respect of taxes, assessments or governmental charges which are being contested by the relevant member of the Group in good faith by appropriate proceedings and which could not reasonably be expected to have a Material Adverse Effect;</p> <p>(u) any cash collateral provided in respect of letters of credit or bank guarantees to the issuer of such letters of credit or bank guarantees to the extent permitted under the Senior Facilities Agreement and not exceeding £20,000,000 (or its equivalent in another currency or currencies) at any time, and</p> <p>(v) any Security or Quasi Security securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security or Quasi Security given by any member of the Group other than any permitted under paragraphs (a) to (u) above) does not at any time exceed £10,000,000 (or its equivalent in another currency or currencies)</p> <p>"Permitted Treasury Transaction" means</p> <p>(a) the hedging transactions entered into by the relevant Obligors contemplated by the Hedging Letter,</p> <p>(b) any interest rate or currency hedging transactions entered into in connection with the Facilities and not for speculative purposes, and</p> <p>(c) any Treasury Transaction entered into for the hedging of actual or projected exposures arising in the ordinary course of day-to-day business activities of the Group (including, without limitation, the hedging of fuel, electricity and supply risks of the Group and spot and forward delivery foreign exchange contracts) or in respect of Permitted Financial Indebtedness (as such term is defined in the</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

Senior Facilities Agreement) and not for speculative purposes

"**Quasi Security**" has the meaning given to that term in Clause 27 14 (Negative Pledge) of the Senior Facilities Agreement.

"**Real Property**" means

- (a) any freehold, leasehold or immovable property in England and Wales including any Material Real Property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

"**Receiver**" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

"**Related Rights**" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"**Resignation Letter**" means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Senior Facilities Agreement

"**Revolving Facility**" has the meaning given to it in the Senior Facilities Agreement

"**Revolving Facility Loan**" has the meaning given to it in the Senior Facilities Agreement

"**Secured Documents**" means the Finance Documents and any other document designated as such by the Security Agent and the relevant Chargor

"**Secured Obligations**" means all obligations covenanted to be discharged by each of the Chargors in Clause 2 1 (Covenant to Pay) of the Debenture

"**Secured Parties**" means the Security Agent, any Receiver or Delegate, the Agent, the Arrangers and the Senior Creditors from time to time but, in the case of the Agent and each Arranger or Senior Creditor, only if it is a party to the Intercreditor Agreement or (in the case of the Agent or a Senior Creditor) has acceded to the Intercreditor Agreement, in the

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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

appropriate capacity, pursuant to clause 16.9 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement

"Security Accession Deed" means a deed substantially in the form of Schedule 2 (*Form of Security Accession Deed*) of the Debenture pursuant to which an Obligor becomes a party to the Debenture as a Chargor

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Selection Notice" means a notice substantially in the form set out in Part 3 of Schedule 3 (*Requests*) of the Senior Facilities Agreement given in accordance with Clause 15 (*Interest Periods*) of the Senior Facilities Agreement in relation to a Term Facility (as defined in the Senior Facilities Agreement)

"Senior Creditors" means the Senior Lenders and the Hedge Counterparties

"Senior Facilities Agreement" means the senior facilities agreement dated 9 March 2012 and made between, among others, Oswestry Acquico Limited as Original Borrower and Original Guarantor, the Parent as Original Guarantor, the Lenders and the Security Agent

"Senior Lenders" means each Lender, Issuing Bank and Ancillary Lender

"Shares" means all of the shares in any company incorporated in England and Wales held by, to the order or on behalf of a Chargor at any time, including as specified in Schedule 4 (*Details of Shares*) of the Debenture opposite its name or in any Security Accession Deed by which a Chargor becomes a party to the Debenture, excluding shares in any Joint Venture

"Specific Contracts" means any Intra-Group Loan Agreement and any other document agreed in writing as a Specific Contract between the Security Agent and the relevant Chargor

"Subsidiary" means in relation to any company, corporation or other legal entity (a **holding company**), a company, corporation or other legal entity

- (a) which is controlled, directly or indirectly, by the holding company,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (c) which is a Subsidiary of another Subsidiary of the holding company, and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body

"Syndication" means primary syndication of the Facilities in accordance with the Syndication Letter

"Syndication Letter" means the letter dated on or about the date of the Senior Facilities Agreement between the Arranger and the Parent relating

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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

to Syndication

"**Tangible Moveable Property**" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of a Chargor's stock in trade or work in progress) and all Related Rights

"**Target**" means Iceland Foods Group Limited, a company incorporated in England and Wales with registered number 06071707

"**Target Group**" means the Target and its Subsidiaries

"**Target Shares**" means all of the issued shares in the Target.

"**Term Facility**" has the meaning given to it in the Senior Facilities Agreement

"**Term Loan**" has the meaning given to it in the Senior Facilities Agreement

"**Transaction Documents**" means the Finance Documents and the Acquisition Documents

"**Transaction Security Documents**" means

- (a) each of the documents listed as being a Transaction Security Document in paragraph 1(a) of Part 2 of Schedule 2 (*Conditions Precedent*) of the Senior Facilities Agreement and Part 4 of Schedule 2 (*Conditions Precedent*) of the Senior Facilities Agreement; and
- (b) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

"**Utilisation Request**" means (in relation to a Loan) a notice substantially in the form set out in Part 1 of Schedule 3 (*Requests*) of the Senior Facilities Agreement or (in relation to a Letter of Credit) a notice substantially in the form set out in Part 2 of Schedule 3 (*Requests*) of the Senior Facilities Agreement

"**Vendor**" means, together, Landsbanki Islands hf, Frost-Eignarhaldsfelag ehf and Glitnir hf



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 917174
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 APRIL 2012
AND CREATED BY BEJAM GROUP LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
OR ANY MEMBER OF THE GROUP TO THE ROYAL BANK OF
SCOTLAND PLC (AS SECURITY AGENT) OR ANY OF THE
OTHER SECURED PARTIES 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 13 APRIL 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 APRIL 2012



Companies House
— for the record —



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

CH 10215