

MG01

Particulars of a mortgage or charge

103378/13



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LASERFORM

A fee is payable with this form

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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

You cannot use
particulars of a
company To d
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COMPANIES HOUSE

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Company details

Company number

0 1 6 7 9 4 1 8

Company name in full

Cauldron Foods Limited
(the "Chargor")

13

For official use

→ Filing 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 7 m 3 y 2 y 0 y 1 y 1

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 7 March 2011 between the Chargor, Marlow Foods Limited
and HSBC Corporate Trustee Company (UK) Limited (the "Security Agent")
(the "Debenture")

4

Amount secured

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

Amount secured

The Chargor 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
their terms which the Chargor 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 account or 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. (Please see continuation sheet)

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 (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	HSBC Corporate Trustee Company (UK) Limited	
Address	Level 24, 8 Canada Square, Canary Wharf, London	
Postcode	E 1 4 5 H Q	
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	<p>The Debenture contains provisions for further assurance, negative pledge, power of attorney and continuing security</p> <p>Capitalised terms in this MG01 form but not defined therein have been defined in the Definitions section</p> <p>Under clause 3 of the debenture, the Chargor 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)</p> <p>3.1.8 the Real Property, 3.1.2 the Tangible Moveable Property, 3.1.3 the Accounts, 3.1.4 the Intellectual Property; 3.1.5 any goodwill and rights in relation to the uncalled capital of the Chargor; 3.1.6 the Investments, 3.1.7 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), 3.1.8 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</p> <p>(Please see continuation sheet)</p>	

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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

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 866)

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 870) 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 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 **Rodrigo Davila (70-40490512)**

Company name
**Clifford Chance LLP (via CH
London Counter)**

Address **10 Upper Bank Street**

Canary Wharf

London

Post town **E14 5JJ**

Country/Region **United Kingdom**

Postcode

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Country

DX **149120 Canary Wharf 3**

Telephone **020 7006 8896**



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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>capacity) and the Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Chargor 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 this 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 (the "Secured Obligations")</p> <p>If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 12 3 (<i>Default Interest</i>) of the Senior Facilities Agreement and clause 10 4 (<i>Default Interest</i>) of the Mezzanine Facility Agreement</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="328 360 1046 394">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 412 1501 595">The Chargor 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 Chargor'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):</p> <p data-bbox="328 600 1485 842"> 3.2 1 the proceeds of any Insurance Policy and all Related Rights, 3.2 2 all rights and claims in relation to any Assigned Account, 3.2 3 each of the Specific Contracts, 3 2 4 any agreements, contracts, deeds, leases, licences, undertaking, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Real Property, and 3 2 5 any rental income in respect of all or part of any Real Property </p> <p data-bbox="328 875 1517 994">The Chargor 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 Chargor</p> <p data-bbox="328 1028 504 1055">Definitions</p> <p data-bbox="328 1088 1485 1272"> "Account" means any account opened or maintained by the Chargor with the Agent or any other person including each account specified in Schedule 5 of the Debenture opposite its name or in any Security Accession Deed by which a chargor 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 </p> <p data-bbox="328 1305 1501 1424"> "Acquisition Agreement" means the share purchase agreement dated 24 January 2011 as amended on 7 March 2011 relating to the sale and purchase of the Target Shares and made between the Company, Premier Foods PLC and the vendor </p> <p data-bbox="328 1458 1501 1576"> "Acquisition Documents" means the Acquisition Agreement, the Disclosure Letter, the Tax Covenant, the Transitional Services Agreement and any other document designated as an Acquisition Document by the Agent and the Parent </p> <p data-bbox="328 1610 1517 1729"> "Assigned Account" means any Mandatory Prepayment Account and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Agent and the Parent (and any renewal or redesignation of such account). </p> <p data-bbox="328 1762 1390 1823"> "Agent" means each of the Senior Agent and the Mezzanine Agent, as applicable. </p> <p data-bbox="328 1856 1469 1944"> "Company" means means Exponent (Montreal) SPV 5 Limited, a company incorporated under the laws of England and Wales with registered number 7472187 </p> <p data-bbox="328 1977 1469 2033"> "Disclosure Letter" has the meaning given to the term in the Senior Facilities Agreement or the Mezzanine Facility Agreement, as applicable </p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="323 360 1050 387">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="323 488 1390 546">"Group" has the meaning given to the term in the Senior Facilities Agreement or the Mezzanine Facility Agreement, as applicable</p> <p data-bbox="323 584 1525 732">"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which a Chargor may from time to time have an interest, including each policy specified in Schedule 6 of the Debenture opposite its name or in any Security Accession Deed by which a chargor becomes a party to the Debenture</p> <p data-bbox="323 770 1525 1008">"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered (including intellectual property specified in Schedule 7 of the Debenture opposite its name or in any Security Accession Deed by which a chargor becomes a party to the Debenture), the benefit of all applications and rights to use such assets and all Related Rights</p> <p data-bbox="323 1046 1525 1227">"Intercreditor Agreement" means the intercreditor agreement dated 24 January 2011 between, amongst others, Exponent (Montreal) SPV 4 Limited as the parent, Exponent (Montreal) SPV 5 Limited as the company, HSBC Bank plc as senior agent, Intermediate Capital Group plc as mezzanine agent and HSBC Corporate Trustee Company (UK) Limited as security agent (as amended, restated, varied, novated or supplemented from time to time).</p> <p data-bbox="323 1265 647 1288">"Investments" means:</p> <ul style="list-style-type: none"> <li data-bbox="416 1326 1525 1384">(a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares), <li data-bbox="416 1411 1342 1438">(b) all interests in collective investment schemes, and <li data-bbox="416 1467 1525 1525">(c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b), <p data-bbox="323 1554 1525 1671">in each case whether held directly by or to the order of the 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).</p> <p data-bbox="323 1709 1474 1794">"Mandatory Prepayment Account" has the meaning given to the term in the Senior Facilities Agreement or the Mezzanine Facility Agreement, as applicable</p> <p data-bbox="323 1832 1525 1881">"Mezzanine Agent" means the Agent under and as defined in the Mezzanine Facility Agreement</p> <p data-bbox="323 1919 1525 2047">"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 24 January 2011 (as amended and restated on 4 March 2011) between, amongst others, Exponent (Montreal) SPV 4 Limited as the parent, Exponent (Montreal) SPV 5 Limited as the company, Intermediate Capital Group PLC as the arranger and agent and HSBC Corporate Trustee Company (UK) Limited as</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="328 360 1046 389">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 456 1522 510">security agent (as amended, restated, varied, novated or supplemented from time to time)</p> <p data-bbox="328 544 1522 598">"Mezzanine Finance Documents" has the meaning given to the term "Finance Documents" in the Mezzanine Facility Agreement</p> <p data-bbox="328 631 1522 819">"Monetary Claims" means any book and other debts and monetary claims owing to the 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 the Chargor is a party and any other assets, property, rights or undertaking of the Chargor).</p> <p data-bbox="328 853 1522 963">"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (<i>Further Assurance</i>) of the Debenture substantially in the form of Schedule 9 (<i>Form of Legal Mortgage</i>) of the Debenture</p> <p data-bbox="328 996 1522 1050">"Obligor" has the meaning given to that term in the Senior Facilities Agreement or the Mezzanine Facility Agreement, as applicable</p> <p data-bbox="328 1084 1522 1137">"Parent" means Exponent (Montreal) SPV 4 Limited, a company incorporated under the laws of England and Wales with registered number 7472178</p> <p data-bbox="328 1171 676 1200">"Real Property" means:</p> <ul style="list-style-type: none"> <li data-bbox="416 1211 1522 1377">(a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 3 (<i>Details of Real Property</i>) of the Debenture or in any Security Accession Deed by which a chargor becomes a party to the Debenture); and <li data-bbox="416 1402 1522 1512">(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, <p data-bbox="328 1523 826 1552">and includes all Related Rights</p> <p data-bbox="328 1585 1102 1615">"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> <li data-bbox="416 1648 1273 1677">(a) the proceeds of sale of any part of that asset, <li data-bbox="416 1702 1522 1756">(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, <li data-bbox="416 1789 1522 1899">(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and <li data-bbox="416 1924 1458 1977">(d) any monies and proceeds paid or payable in respect of that asset <p data-bbox="328 2011 1522 2040">"Secured Documents" means each of the Senior Finance Documents, the</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Mezzanine Finance Documents and any other document designated as such by the Security Agent and the Chargor

"Secured Obligations" means all obligations covenanted to be discharged by each Chargor in Clause 2.1 (Covenant to Pay) of the Debenture, as set out in Part 4 of this MG01

"Secured Parties" has the meaning given to that term in 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

"Senior Agent" means the Agent under and as defined in the Senior Facilities Agreement.

"Senior Facilities Agreement" means the senior facilities agreement dated 24 January 2011 (as amended and restated on 4 March 2011) between, amongst others, Exponent (Montreal) SPV 4 Limited as the parent, Exponent (Montreal) SPV 5 Limited as the company, HSBC Bank PLC, Haymarket Financial Luxembourg 3 S.à r l and HayFin Opal Luxco 3 S.à r l as the mandated lead arrangers, HSBC Bank PLC as agent and HSBC Corporate Trustee Company (UK) Limited as security agent (as amended, restated, varied, novated or supplemented from time to time)

"Senior Finance Documents" has the meaning given to the term "Finance Documents" in the Senior Facilities Agreement

"Shares" means all of the shares held by, to the order or on behalf of a Chargor at any time, including as specified in Schedule 4 of the Debenture opposite its name or in any Security Accession Deed by which a chargor becomes a party to the Debenture.

"Specific Contracts" means each Acquisition Document, each Structural Intra Group Loan (in each case, as set out in the Senior Facility Agreement and the Mezzanine Facility Agreement), any loan from one member of the Group to another member of the Group and any other document designated in writing as a Specific Contract by the Security Agent

"Structural Intra Group Loans" means
(a) an unsecured subordinated intercompany loan by the Parent to the Company, and
(b) an unsecured subordinated intercompany loan by the Company to Target, each as specified in the Structure Memorandum

"Structure Memorandum" has the meaning given to the term in the Senior Facilities Agreement or the Mezzanine Facility Agreement, as applicable

"Target" means Marlow Foods Limited, a company incorporated under the laws of England and Wales with registered number 01752242

"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

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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

"**Tax Covenant**" has the meaning given to the term in the Senior Facilities Agreement or the Mezzanine Facility Agreement, as applicable

"**Transitional Service Agreement**" has the meaning given to the term in the Senior Facilities Agreement or the Mezzanine Facility Agreement, as applicable



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1679418
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 MARCH
2011 AND CREATED BY CAULDRON FOODS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY OR ANY MEMBER OF THE GROUP TO HSBC
CORPORATE TRUSTEE COMPANY (UK) LIMITED (THE
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 11 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MARCH 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES