In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

V 001921/13

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 re particulars of a charge for a Sc company To do this, please u form MG01s

MONDAY

LR96KIB4
LD5 15/03/2010 14
COMPANIES HOUSE

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 *

1 Company details

Company number: 0 3 2 7 0 5 7 2

Company name in full: ARGENT EUROPE LIMITED (the "Charging Company")

2 Date of creation of charge

Date of creation: d0 d5 m0 m3 y2 y0 y1 y0

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 deed of admission (the "Deed"), dated 5 March 2010, and made between (1) the several companies specified in Part I of the schedule thereto (the "Existing Companies") (as more specifically defined herein) (2) the company specified in Part II of the schedule thereto (the "Further Company") (as more specifically defined herein) and (3) Lloyds TSB Bank plc (the "Bank")

4 Amount secured

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

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

Amount secured:

1 The Existing Companies, including the Charging Company, thereby covenanted with and guaranteed to the Bank to pay or discharge to the Bank on demand

Please see continuation sheet 1

4 Amount secured

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

Amount secured

1 1 all money and liabilities whether actual or contingent then or at any time thereafter due, owing or incurred to the Bank from or by the Further Company anywhere in any manner whatsoever without limitation whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law including

(a) in the case of the liquidation, administration or dissolution of the Further Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by the Further Company if such liquidation, administration or dissolution had commenced on the Date of Discontinuance and notwithstanding such liquidation, administration or dissolution, and

(b) in the event of the discontinuance by any means of the Guarantee in respect of the Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of the Further Company on the Bank or its agents and purporting to be dated on or before the Date of Discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the Date of Discontinuance of that Guarantee and all liabilities of the Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for the Further Company,

1 2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time have been agreed between the Bank and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

1 3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or the Further Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 1 2 above on each such sum from the date that the same was incurred or fell due

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed

Please see continuation sheet 2

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

4 Amount secured

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

2

Amount secured

2 The Further Company thereby covenanted with and guaranteed to the Bank to pay or discharge to the Bank on demand

2 1 all money and liabilities whether actual or contingent then or at any time thereafter due, owing or incurred to the Bank from or by any one of the Existing Companies anywhere in any manner whatsoever without limitation whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law including

(a) in the case of the liquidation, administration or dissolution of any such Existing Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company if such liquidation, administration or dissolution had commenced on the Date of Discontinuance and notwithstanding such liquidation, administration or dissolution, and

(b) in the event of the discontinuance by any means of the Guarantee in respect of any Existing Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company on the Bank or its agents and purporting to be dated on or before the Date of Discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the Date of Discontinuance of that Guarantee and all liabilities of such Existing Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company, and

2 2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time have been agreed between the Bank and the Existing Companies and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

Please see continuation sheet 3

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In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

4 **Amount secured**

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

3

Amount secured

2 3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or the Further Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2 2 above on each such sum from the date that the same was incurred or fell due,

(paragraphs 1 and 2 above, together the **"Principals' Liabilities"**)

PROVIDED THAT the liability of the Further Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed

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MG01
Particulars of a mortgage or charge

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

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

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

Name	Lloyds TSB Bank plc
Address	25 Gresham Street, London
Postcode	E C 2 V 7 H N
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

1 1 The Charging Company, the Further Company and each Existing Company with full title guarantee thereby charged its Credit Balances to the Bank to secure repayment of the Secured Obligations

1 2 The Charging Company, the Further Company and the Existing Companies jointly and severally agreed that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Charging Company, the Further Company or the Existing Companies or any of them

(a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities, and

(b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities

Please see continuation sheet 4

6 **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

4

Short particulars

NOTES

A: Restrictions

The Deed contains the following provisions

1 Each Company agreed with the Bank that it shall not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to any Credit Balance, or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank)

2 The Companies shall not assign or transfer any of their rights or obligations under the Principal Deed and the Deed or enter into any transaction or arrangement which would result in any of those rights or obligations passing to or being held in trust for or for the benefit of another person

3 Until all the Secured Obligations have been fully discharged and satisfied the Bank may at any time (including, without limitation, after the expiry of any fixed or determinable period of time during which a Credit Balance has been placed with the Bank) refuse to permit any withdrawal of the whole or any part of a Credit Balance (whether by dishonouring cheques or otherwise)

B: Definitions

All defined terms in this Form MG01 shall, if not otherwise defined, have the following meaning

"Accounts" means all the present and future accounts of the Companies with the Bank whether such accounts were in the sole name of any of the Companies or in the joint names of two or more Companies and includes accounts in the Bank's name with any designation which includes the name(s) of any one or more of the Companies and "Account" means any one of them,

"Companies" means the Existing Companies including the Charging Company and the Further Company and each or any of them severally and **"Company"** means any one of them,

"Credit Balance" means any sum standing to the credit of an Account, whether in Sterling or any other currency or currency unit and the debt from time to time owing by the Bank represented by that sum and **"Credit Balances"** means all of them,

Please see continuation sheet 5

6 **Short particulars of all the property mortgaged or charged** 5

Please give the short particulars of the property mortgaged or charged

Short particulars

"The Date of Discontinuance" means the earlier of

(A) the date upon which the Bank receives actual notice (rather than notice given in any official publication or by newspaper) of the discontinuance of that Guarantee, and

(B) the date upon which a Notice of Discontinuance of that Guarantee becomes effective,

"Existing Companies" means

Argent Group Europe Limited (formerly Argyll Group Europe Limited), Argyll Holdings Limited (formerly Argent Group Europe Limited), Argent By-Products Group Limited, Belwood Foods Limited (formerly Argent By-Products Limited), Argent Europe Limited, Argent Holdings Limited, Barker & Hird Limited, Broad Stripe Butchers Limited, David A Holding (Catering Butchers) Limited, Fairfax Meadow Europe Limited, Argent Meat Traders Limited (formerly Fairfax Meadow Limited), Traiteur Properties (KT) Limited (formerly Fairfax Meadow Properties (KT) Limited), Orchardworld Holdings Limited, Orchardworld Limited, Barker & Hird (PP) Limited (formerly Peninsular Proteins Limited), Poupart Limited, S Litton Ltd , Tendercut Meats Limited, Berryworld Limited, Berryworld Holdings Limited, Poupart Holdings Limited, Norton Folgate Marketing Limited and Norton Folgate Holdings Limited (together the **"Existing Companies"** and each an **"Existing Company"),**

"Further Company" means Fletcher Bay Investment Company Limited,

"Guarantee" means the guarantee contained in clause 2 of the Principal Deed and the indemnity contained in clause 4 of the Principal Deed (and, in each case, any corresponding provision in any deed supplemental to the Principal Deed),

"Notice of Discontinuance" means a notice served in accordance with sub-clauses 2 2(a) and 25 4 of the Principal Deed,

"Principal Deed" means the Omnibus Guarantee and Set-Off Agreement dated 28 March 2007 between the companies the names, numbers and registered offices of which were specified in the Schedule thereto and the Bank,

"Secured Obligations" means the aggregate of the Principals' Liabilities and all other money and liabilities payable by the Companies under the Principal Deed and the Deed, and

"Sterling" means the legal currency for the time being of the United Kingdom

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 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 CMS Cameron McKenna LLP X

This form must be signed by a person with an interest in the registration of the charge

MG01
Particulars of a mortgage or charge

Please return via
CH London Counter

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 Alison Warren (110127 00030)

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

Post town London

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3270572
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ADMISSION DATED 5 MARCH 2010 AND CREATED BY ARGENT EUROPE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE COMPANIES NAMED THEREIN TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 15 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MARCH 2010

L. C. Sels.

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES