

MG01

Particulars of a mortgage or charge

128168/13



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 for**
You cannot use this form to register
particulars of a mortgage or charge
in Scotland or Northern Ireland
To do this you must use form MG01s

WEDNESDAY



A128D4KB

A23

08/02/2012

#44

COMPANIES HOUSE

1, please
at
gov.uk

For official use

1

Company details

Company number 04050391

Company name in full ANZCO FOODS UK LIMITED (the "Company")

→ **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 d3 d1 m0 m1 y2 y0 y1 y2

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 31 January 2012 between the Company and the Hongkong and
Shanghai Banking Corporation Limited acting through its New Zealand
Branch in its capacity as security trustee for the Lenders pursuant to
the Security Trust Deed (the "Security Trustee").

4

Amount secured

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

Amount secured

The Company shall discharge each Secured Obligation
as it falls due under this Debenture or under a
Transaction Document to which it is a party

(please see continuation sheet)

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

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	The Hong Kong and Shanghai Banking Corporation Limited	
Address	HSBC House Level 11 62 Worcester	
	Boulevard PO Box 93 Christchurch New Zealand	
Postcode		
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 Company with full title guarantee charges to the Security Trustee as a continuing security for the discharge of the Secured Obligations</p> <p>(a) by way of fixed charge:</p> <ul style="list-style-type: none"> (1) Real Property its Real Property; (2) Chattels all its chattels now and in the future and all its right, title and interest under any agreements now and in the future relating to the purchase, lease or hire purchase of any of them, (3) Goodwill and uncalled capital all its goodwill and uncalled capital now and in the future, (4) Shares all Shares and Derivative Assets now and in the future, (5) Intellectual property all its intellectual property rights now and in the future, (6) Debts the benefit of all its book and other debts and monetary claims now and in the future owing to it and the proceeds of payment or realisation of each of them, and (7) Related Rights all Related Rights in respect of each of the assets described in this Clause. <p>(b) by way of floating charge, all the undertaking and assets of the Company now and in the future</p> <p>(see continuation sheet)</p>	

MG01

Particulars of a mortgage or charge

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 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 Stephenson Harwood . 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



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 Rachel Bickerton

Company name Stephenson Harwood

Address 1 Finsbury Circus

London

Post town

County/Region

Postcode E C 2 M 7 S H

Country

DX DX 64 Chancery Lane

Telephone 020 7809 2054



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

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
Amount secured	<p>"Attorney" means any attorney appointed pursuant to the Debenture</p> <p>"Charging Group Member" means any of the Initial Charging Group Members and any other person who becomes a "Charging Group Member" in accordance with the relevant provisions of the Security Trust Deed</p> <p>"Contingent Liabilities" means all contingent liabilities of a Charging Group Member to any Lender or the Security Trustee including, without limitation, any guarantee, indemnity, letter of credit, performance bond, legally binding letter of comfort or suretyship given in favour of, or for the benefit of, a Lender or the Security Trustee</p> <p>"Initial Charging Group Members" means the entities named in Schedule 2 to the Security Trust Deed.</p> <p>"Initial Lenders" means the entities named in Schedule 1 to the Security Trust Deed</p> <p>"Lender" means any of the Initial Lenders and any other person who becomes a "Lender" pursuant to the terms of the Security Trust Deed.</p> <p>"Lender's Interest and Charges" means all interest (including default interest and capitalised interest if applicable) of a Lender and all costs, charges and expenses a Lender is entitled to recover from time to time under a Transaction Document</p> <p>"Power" means a power, right, authority or remedy which is conferred on the Security Trustee, any Lender, a Receiver or an Attorney by this Debenture or by law</p> <p>"Receiver" means an administrator, investigating accountant appointed by the Security Trustee, receiver or receiver and manager or any other insolvency official or manager appointed pursuant to this Debenture or pursuant to the exercise of a Power</p> <p>"Secured Money" means all indebtedness, of whatever nature, which any Charging Group Member (whether alone or with any other person and in any capacity and for any reason) is now or at any other time actually liable to pay, repay or deliver to the Security Trustee or any Lender (whether alone or with any other person and in any capacity and for any reason)</p> <p>(a) including</p> <ul style="list-style-type: none"> (1) all indebtedness owed by a Charging Group Member under any Transaction Document; (11) all advances and future advances; (111) all amounts payable to the Security Trustee or any Lender (including all Lender's Interest and Charges and all amounts payable under any indemnity), and all remuneration payable to any Receiver, and

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	
Amount secured	<p>(iv) all indebtedness of a Charging Group Member to the Security Trustee or any Lender whether or not the Security Trustee or Lender is the original creditor or is an assignee of the indebtedness, and if an assignee, whatever the time or circumstances of such assignment, and</p> <p>(b) excluding Contingent Liabilities, other than Contingent Liabilities which after the Enforcement Date become actual and direct liabilities of a Charging Group Member to a Lender</p> <p>"Secured Obligations" means all present and future obligations of whatever nature which <u>any Charging Group Member</u> (whether alone or with any other person and in any capacity and for any reason) has or owes to the Security Trustee or <u>any Lender</u> (whether alone or with any other person and in any capacity and for any reason) including:</p> <p>(a) all obligations owed by a Charging Group Member under any Transaction Document; and</p> <p>(b) all such obligations whether or not the Security Trustee or any Lender is the original obligee, or is a transferee of the obligation, and if a transferee, whatever the time or circumstances of such transfer,</p> <p>(c) all Secured Money</p> <p>"Security Trust Deed" means the security trust deed dated 15 February 2011 among the Security Trustee, the Parent, the Initial Lenders and the Initial Charging Group Members</p> <p>"Transaction Document" has the meaning given to it in the Security Trust Deed</p> <p>Schedule 1 of the Security Trust Deed - The Initial Lenders</p> <p>The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand Branch Bank of Tokyo-Mitsubishi UFJ, Limited</p> <p>Schedule 2 of the Security Trust Deed - The Initial Charging Group Members</p> <ol style="list-style-type: none"> 1 ANZCO Farms Limited New Zealand 2155361 2 ANZCO Foods Limited New Zealand 656378 3 ANZCO Foods Green Island Limited New Zealand 885172 4 ANZCO Foods Waitara Limited New Zealand 1483395 5 ANZCO Prepared Foods Limited New Zealand 1932341 6 CMP Canterbury Limited New Zealand 642828 7 CMP Kokiri Limited New Zealand 154058 8 CMP Livestock Limited New Zealand 1279669 9 CMP Marlborough Limited New Zealand 139272 10 CMP Rakaia Limited New Zealand 1841326 11 CMP Rangitikei Limited New Zealand 1165985 	

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

Amount secured

12 Crown Marketing Limited New Zealand 900321
13 New Zealand Meat Marketing Limited New Zealand 158082
14 Riverlands Limited New Zealand 142893
15 Riverlands Eltham Limited New Zealand 27130
16 Riverlands Manawatu Limited New Zealand 483612
17 Westmeat Wellington Limited New Zealand 885081

MG01 - continuation page

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

"Derivative Assets" means

- (a) all allotments, money, property or other rights arising from any Shares;
- (b) all dividends, distributions, interest and other income paid, payable, accruing or offered at any time on, derived from or in relation to any Shares,
- (c) all stock, shares and securities offered in addition to, or in substitution for any Shares;

"Real Property" means

- (a) all freehold, leasehold and immovable property now and in the future including any property specified in Schedule 1,
- (b) all covenants and rights relating to and the benefit of all easements serving or related to any such property, and
- (c) all buildings, fixtures, fittings, fixed plant and machinery from time to time situated on or forming part of any such property

"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 against any trustee or nominee or clearance system which holds that asset or in which that asset is held on behalf of the Company,
- (d) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (e) any monies and proceeds paid or payable in respect of that asset

"Shares" means

- (a) all shares, stocks, debentures certificates of deposits and other securities,
- (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 any other paragraph of this

MG01 - continuation page

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

definition,

in each case whether held by or to the order of the Company or by any trustee, nominee or fiduciary on its behalf or in any clearance system

Schedule 1

Blank



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4050391
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 JANUARY
2012 AND CREATED BY ANZCO FOODS UK LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
CHARGING GROUP MEMBER TO THE HONG KONG AND
SHANGHAI BANKING CORPORATION LIMITED OR ANY
LENDER ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 8 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 FEBRUARY
2012

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES