

# MG01

## Particulars of a mortgage or charge



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**iris**  
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  
particulars of a charge for  
company. To do this, please  
use form MG01s

WEDNESDAY



LD3

\*L164FZSH\*

04/04/2012

#31

COMPANIES HOUSE

### 1 Company details

Company number 0 5 0 1 4 1 9 3

Company name in full Premier Foods Investments No 2 Limited (the **Chargor**)

7

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 d3 d0 m0 m3 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 An English Law security agreement dated 30 March 2012 between, amongst others, the **Chargor**  
and the Security Trustee (as defined below) (the **Deed**)

### 4 Amount secured

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

Amount secured All Liabilities (excluding the Subordinated Hedging Obligations) of  
each Obligor to any Expanded Secured Party under each Relevant  
Document except for any obligation or liability which, if it were so  
included would result in the Deed contravening any law (including  
Section 60 of the Irish Companies Act 1963 and Section 678 and  
679 of the Companies Act 2006) (the **Expanded Secured  
Obligations**)

Capitalised terms used in this section have the meaning given to  
them in section 6

**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 Lloyds TSB Bank plc, as agent and trustee for

Address the Expanded Secured Parties (as defined below) (the Security Trustee)

10 Gresham Street, London

Postcode E C 2 V 7 A E

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

Please see continuation sheet

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## 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

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 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 Allen S Overy LLP  
03.04.12

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 ALTC/RJV/0011002-0000891BK 20209914

Company name  
Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 A D

Country England

DX

Telephone +44 (0)20 3088 3148



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; float: left;">6</div>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div style="margin-left: 20px;"> <p><b>1. CREATION OF SECURITY</b></p> <p><b>1.1 General</b></p> <p>(a) All the security created under the Deed</p> <div style="margin-left: 20px;"> <p>(i) is created in favour of the Security Trustee,</p> <p>(ii) is created over</p> <div style="margin-left: 20px;"> <p>(A) present assets of the Chargor, and</p> <p>(B) in respect of the fixed charge referred to in paragraph 1 2 (Intellectual Property) and paragraph 1 3 (Shares) of this Form MG01 and clause 2 3 (Intellectual Property) and clause 2 4 (Shares) of the Deed and the floating charge referred to in paragraph 1 4 (Floating Charge) of this Form MG01 and clause 2 5 (Floating Charge) of the Deed, future assets of the Chargor,</p> </div> </div> <p>(iii) is security for the payment of all the Expanded Secured Obligations, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and so far as relating to assets located in Scotland or otherwise governed by Scots law, with absolute warrandice</p> <p>(b) Other than in relation to a Restricted Brand, if the rights of the Chargor under a document cannot be secured without the consent of a party to that document</p> <div style="margin-left: 20px;"> <p>(i) the Chargor must notify the Security Trustee promptly,</p> <p>(ii) the Security created under the Deed will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and</p> <p>(iii) unless the Security Trustee otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed</p> </div> <p>(c) If requested by the Chargor, the Security Trustee shall release from the floating charge created pursuant to Clause 2 5 (Floating Charge) of the Deed any contract, licence or other agreement (a <b>Restricted Contract</b>) to which the Chargor is a party under the terms of which the Chargor has undertaken not to create Security over that Restricted Contract (or any asset which is the subject of that Restricted Contract) where the counterparty to that Restricted Contract commences proceedings against the Chargor to terminate that Restricted Contract (or in the case of leasehold</p> </div>	

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Short particulars of all the property mortgaged or charged

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Short particulars

property commences proceedings for the forfeiture of a lease) on the grounds that its consent had not been obtained for the creation of the floating charge created under the Deed over that Restricted Contract (or the asset which is the subject of that Restricted Contract (as applicable))

- (d) The Security Trustee holds the benefit of the Deed on trust for the Expanded Secured Parties
- (e) Where the Deed purports to create first ranking Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Original Security Agreement until such time as the Security created by the Original Security Agreement ceases to have effect
- (f) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is expressed to be assigned again under the Deed, that second assignment will take effect as a fixed charge over the right to reassignment of such right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect

**1.2 Intellectual property**

- (a) Subject to clause (b) below, the Chargor charges under clause 2.3 (Intellectual Property) of the Deed, by way of a first fixed charge, all of its rights in respect of Key Brand IPR including any interest by way of licence in any such Key Brand IPR
- (b) The first fixed charge referred to in paragraph (a) above will only take effect in respect of any Key Brand IPR relating to any Restricted Brand on and from the earliest of
  - (i) the date on which the licensor in respect of that Key Brand IPR consents to the granting of a fixed charge over that Key Brand IPR,
  - (ii) the date on which any restriction on the granting of fixed charge security in the licence relating to that Key Brand IPR is removed, and
  - (iii) the date on which that Key Brand IPR is acquired by a member of the Group

**1.3 Shares**

- (a) The Chargor charges under clause 2.4 (Shares) of the Deed
  - (i) by way of a first legal mortgage all the Shares owned by it or held by any nominee on its behalf, and

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## Particulars of a mortgage or charge

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Short particulars	<p>(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all Shares owned by it or held by any nominee on its behalf</p> <p>(b) A reference in this subclause to a mortgage or charge of any Share includes any Related Right</p> <p><b>1.4 Floating charge</b></p> <p>(a) The Chargor charges under subclause 2.5 (Floating Charge) of the Deed by way of a first floating charge:</p> <p>(i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Deed, and</p> <p>(ii) all its assets located in Scotland or otherwise governed by Scots law</p> <p>(b) Except as provided below, the Security Trustee may by notice to the Chargor (and where Scots law applies, to the extent competent under Scots law) convert the floating charge created by the Chargor under subclause 2.5 (Floating Charge) of the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if an Event of Default is continuing</p> <p>(c) The floating charge created by subclause 2.5 (Floating Charge) of the Deed may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under section 1A of the Insolvency Act 1986</p> <p>(d) The floating charge created by subclause 2.5 (Floating Charge) of the Deed will automatically (and where Scots law applies, to the extent competent under Scots law) convert into a fixed charge over all of the Chargor's assets if</p> <p>(i) an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator,</p> <p>(ii) a Security Agreement Chargor creates or attempts to create any Security over a Security Asset save as permitted by the terms of the Credit Agreement or the Intercreditor Agreement, without the prior written consent of the Security Trustee (acting on the instructions of the Majority Secured Parties), or</p>	

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

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- (iii) any person levies or attempts to levy any attachment, distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any Security Asset having a market value of not less than £7,500,000 or its equivalent

The floating charge created by subclause 2.5 (Floating Charge) of the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986

#### 1.5 Restrictions on dealings

No Security Agreement Chargor may

- (a) create or permit to subsist any Security on any Security Asset, or  
(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Deed, the Credit Agreement or the Intercreditor Agreement

#### 1.6 Voting rights

- (a) Before the Security created under the Deed becomes enforceable

- (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Trustee) be exercised in any manner which the Chargor may direct in writing, and  
(ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the Chargor

The Chargor must indemnify the Security Trustee against any loss liability incurred by the Security Trustee (save to the extent caused by the Security Trustee's gross negligence or wilful misconduct) as a consequence of the Security Trustee acting in respect of the Investments on the direction of the Chargor

- (b) After the Security created under the Deed has become enforceable, the Security Trustee may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

## 2. INTERPRETATION

In this Form MG01

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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

**2009 Bond and Floating Charge** means the bond and floating charge dated 27 March 2009 entered into by Premier Brands Limited and the Security Trustee

**2009 Irish IP Debenture** means the debenture dated 27 March 2009 governed by Irish law between CF (IP) Limited, H L Foods Limited, Marlow Foods Limited, MB (IP) Limited, Premier Ambient Products (UK) Limited, Premier Foods Group Limited, RHBB (IP) Limited, Premier Grocery Products Ireland Limited and the Security Trustee

**2009 Framework Agreement** means the pension scheme framework agreement dated 5 March 2009 (and as amended pursuant to the Framework Amendment Agreement) between (among others) the Parent, the PFPS Trustee, the PGPPS Trustee and the RHM Pension Trustee

**2009 Security Agreement** means the English law security agreement entered into between, among others, Premier Foods Group Limited and the Security Trustee dated 27 March 2009

**2009 Supplemental Agreement** means the supplemental agreement dated 23 December 2009 between (among others) the Facility Agent and the Parent pursuant to which the Credit Agreement was previously amended and restated

**2009 Supplemental Intercreditor Agreement** means an agreement dated 5 March 2009 between, among others, the Parent, the Obligors, the Facility Agent and the Pension Trustees amending and restating the Intercreditor Agreement

**2010 Irish Law IP Debenture** means the Irish law IP debenture entered into on 1 January 2010 by Premier Foods Group Limited and the Security Trustee

**2010 Irish Law PGPIIL Share Charge** means the Irish law share charge entered into on 1 January 2010 by Premier Foods Group Limited and the Security Trustee in relation to the shares in Premier Grocery Products Ireland Limited

**2012 Bond and Floating Charge** means the Scots law bond and floating charge dated on or about the 2012 Effective Date between Premier Brands Limited and the Security Trustee

**2012 Effective Date** means 30 March 2012

**2012 Irish Law Debenture** means the debenture governed by Irish law between CF (IP) Limited, H L Foods Limited, MB (IP) Limited, Premier Ambient Products (UK) Limited, Premier Foods Group Limited, RHBB (IP) Limited, Premier Grocery Products Ireland Limited, Premier Foods Ireland Manufacturing Limited and the Security Trustee delivered to the Facility Agent under clause 2(b) of the 2012 Supplemental Agreement

**2012 Supplemental Agreement** means the supplemental agreement dated 30 March 2012 between, among others, the Facility Agent and the Parent pursuant to which the Credit Agreement is amended and restated

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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

**2012 Supplemental Intercreditor Agreement** means the supplemental agreement dated 30 March 2012 between, among others, the Parent, the Obligors, the Facility Agent and the Pension Trustees pursuant to which the Intercreditor Agreement is amended and restated

**Accession Letter** means a document substantially in the form set out in schedule 6 of the Credit Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent

**Additional Borrower** means a company which becomes an Additional Borrower in accordance with Clause 26 (Changes to Obligors and Release of Security) of the Credit Agreement

**Additional Guarantor** means a company which becomes an Additional Guarantor in accordance with clause 26 (Changes to Obligors and Release of Security) of the Credit 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 (a) 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 (b) 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

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

**Ancillary Facility** means any ancillary facility listed in clause 6.1 of the Credit Agreement made available to a Borrower by an Ancillary Lender in accordance with the terms of an Ancillary Document

**Ancillary Lender** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility and which (in the case of an Affiliate of a Lender) executes an Accession Letter to accede to the Credit Agreement

**Arranger** means Barclays Bank PLC, Bayerische Landesbank, London branch, BNP Paribas, Cooperatieve Centrale Raiffeisen-Boerenleenbank b a (trading as Rabobank International), Lloyds TSB Bank plc and the Royal Bank of Scotland plc

**Borrower** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 26 of the Credit Agreement

**Citadel Insurance** means Citadel Insurance Company Limited, a limited liability company incorporated in the Isle of Man with registered number 030246C

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Combined Premier Pension Schemes Framework Agreement</b> means the pension scheme framework agreement dated 15 February 2007 between the PFPS Trustee, the PGPPS Trustee, Brian Carlton and Malcolm Connelly (as trustee representatives of the Premier Ambient Products Pension Scheme (as defined in the Credit Agreement)) and Premier Foods PLC</p> <p><b>Credit Agreement</b> means the originally £2,100,000,000 term and revolving credit facilities agreement dated 3 December 2006 as amended by a supplemental agreement dated 5 December 2006 and as amended and restated on 22 December 2006, 16 March 2007, 29 June 2007, 28 February 2008, 5 March 2009, 23 December 2009 and as amended by a supplemental agreement dated 11 October 2010 and pursuant to the 2012 Supplemental Agreement between (among others) the Security Agreement Chargors and the Security Trustee</p> <p><b>Deed of Acknowledgement</b> means the deed of acknowledgement dated 1 January 2010 entered into by each Obligor which entered into a transfer of shares or assets contemplated in the steps paper set out in schedule 4 of the 2009 Supplemental Agreement and the Security Trustee acknowledging that all such transfers of shares or assets were made subject to the existing Security in place under the Security Documents</p> <p><b>Event of Default</b> means any event or circumstance specified as such in clause 23 of the Credit Agreement</p> <p><b>Expanded Secured Parties</b> means</p> <ul style="list-style-type: none"> <li>(a) a Secured Party,</li> <li>(b) the RHM Pension Trustee, or</li> <li>(c) the Premier Pension Trustees</li> </ul> <p><b>Expanded Security Documents</b> means</p> <ul style="list-style-type: none"> <li>(a) the Security Documents (other than the Mandatory Prepayment Account Charge), or</li> <li>(b) any other document in form and substance satisfactory to the Security Trustee under which any Obligor grants Security in favour of the Expanded Secured Parties</li> </ul> <p><b>Facility Agent</b> means Lloyds TSB Bank plc as facility agent of the Secured Parties</p> <p><b>Fee Letter</b> means</p> <ul style="list-style-type: none"> <li>(a) any letter or letters made between an Arranger and Premier Foods Investments Limited (or the Facility Agent and Premier Foods Investments Limited) setting out any of the fees referred to in clause 12 of the Credit Agreement,</li> </ul>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(b) any other agreement setting out fees in accordance with clause 6 5(b)(i) of the Credit Agreement, and</p> <p>(c) any other fee letter designated as such by the Facility Agent and the Obligors' Agent</p> <p><b>Finance Document</b> means</p> <p>(a) the Credit Agreement,</p> <p>(b) any Fee Letter,</p> <p>(c) any Accession Letter,</p> <p>(d) any Resignation Letter,</p> <p>(e) any Security Document,</p> <p>(f) any Ancillary Document,</p> <p>(g) any Hedging Agreement,</p> <p>(h) any Transfer Certificate,</p> <p>(i) the Intercreditor Agreement,</p> <p>(j) the 2009 Supplemental Intercreditor Agreement,</p> <p>(k) the 2009 Supplemental Agreement,</p> <p>(l) the 2012 Supplemental Intercreditor Agreement,</p> <p>(m) the 2012 Supplemental Agreement, and</p> <p>(n) any other document designated as a <b>Finance Document</b> by the Facility Agent and the Obligors' Agent,</p> <p><b>Framework Amendment Agreement</b> means the amendment agreement dated on or about the date of the 2012 Supplemental Agreement amending the combined Premier Pensions Schemes framework agreement dated 5 March 2009 between, amongst others, the Parent and the Pension Trustees, delivered to the Facility Agent under Clause 2(b) of the 2012 Supplemental Agreement</p> <p><b>Group</b> means the Parent and its Subsidiaries for the time being (other than Citadel Insurance) and member of the Group means any one of them</p> <p><b>Guarantor</b> means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 26 of the Credit Agreement</p>	

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Short particulars of all the property mortgaged or charged

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**Hedge Counterparty** means a Lender or an Affiliate of a Lender acting as a provider of interest rate hedging in respect of the Total Commitments and which executes the 2012 Supplemental Agreement as a Hedge Counterparty or executes an Accession Letter to accede to the Credit Agreement and to the Intercreditor Agreement as a Hedge Counterparty

**Hedging Agreement** means

- (a) any agreement entered into by a Borrower and a Hedge Counterparty for the purpose of hedging that Borrower's interest rate liabilities in respect of any Loans, or
- (b) any replacement or amendment (in whole or in part and whether by one or more agreements) of any agreement referred to in paragraph (a) above, or any new agreement or arrangement, or any subsequent amendment or replacement of any such replaced or amended agreement (in whole or in part and whether by one or more agreements) or of any such new agreement or arrangement, in each case for the purpose of hedging interest rate liabilities in respect of any Loans,

provided that the hedging transactions entered into by the Borrowers under all agreements falling within this definition must comply with clause 22.20 of the Credit Agreement

**Holding Company** means a holding company within the meaning of section 1159 of the Companies Act 2006

**Intellectual Property Rights** means (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered), (b) applications for registration, and rights to apply for registration, of any of the foregoing rights, (c) any interest (including by way of licence) in any of the above, and (d) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world

**Intercreditor Agreement** means the intercreditor agreement dated 16 March 2007 between, among others, the Security Agreement Chargors and the Security Trustee, as amended by a supplemental agreement dated 5 March 2009 and as further amended by the 2012 Supplemental Intercreditor Agreement

**Investments** means the Shares and the Related Rights

**IP Registers** means the UK Intellectual Property Office, the Office for Harmonization in the Internal Market, the World Intellectual Property Office and the Irish Patents Office, and **IP Register** means any one of them

**Irish Security Document** means

- (a) the Irish law governed debenture dated 27 March 2009 between (among others) Premier Grocery Products Ireland Limited, Premier Foods Ireland Manufacturing Limited and the Security Trustee,

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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="312 349 1046 383">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="357 416 1453 483">(b) the Irish law governed share charge dated 27 March 2009 over the shares of Premier Grocery Products Ireland Limited, or</p> <p data-bbox="357 517 1453 584">(c) the Irish law governed share charge dated 27 March 2009 over the shares of Premier Foods Ireland Manufacturing Limited</p> <p data-bbox="357 618 1453 842"><b>Key Brands</b> means Ambrosia, Angel Delight, Brands, Branston, Sarson's, Gale's, Sun-Pat, Bird's, Oxo, Batchelors, Homepride, Hovis, Mother's Pride, Elephant Atta, Nimble, Mr Kipling, Sharwoods, Bisto, McDougall, Be-Ro, Robertsons, Paxo, Saxa, Ormo, Lyons, Cadbury, Loyd Grossman, Hartley's, Haywards and Frank Cooper, and <b>Key Brand</b> means any one of them, except that if all the Key Brand IPR relating to a brand have been disposed of in accordance with Clause 25 13 (Disposals) of the Credit Agreement, that brand shall cease to be a Key Brand</p> <p data-bbox="357 875 1398 909"><b>Key Brand IPR</b> means all present and future registered Intellectual Property Rights that</p> <p data-bbox="357 943 1453 1010">(a) are now or from time to time hereafter owned or licensed from a third party by the Group,</p> <p data-bbox="357 1043 1453 1200">(b) are now or hereafter registered with any of the UK Intellectual Property Office, the Office for Harmonisation in the Internal Market, the Irish Patents Office and the World Intellectual Property Office (where such Intellectual Property Right designates any of the United Kingdom, Republic of Ireland and a European Community Territory), and</p> <p data-bbox="357 1234 1453 1301">(c) relate solely or predominantly to the sale or manufacture of products sold under the Key Brands,</p> <p data-bbox="357 1335 1453 1435">and includes, without limitation, the Intellectual Property Rights identified in schedule 3 (Key Brand IPRs) to the Deed, other than to the extent such Intellectual Property Rights have been disposed of in accordance with Clause 25 13 (Disposals) of the Credit Agreement</p> <p data-bbox="357 1469 539 1503"><b>Lender</b> means</p> <p data-bbox="357 1536 759 1570">(a) any Original Lender, and</p> <p data-bbox="357 1603 1453 1693">(b) any bank, financial institution, trust, fund or other entity which has become a party to the Credit Agreement in accordance with clause 24 (Changes to the Lenders) of the Credit Agreement,</p> <p data-bbox="357 1727 1453 1794">which in each case has not ceased to be a party to the Credit Agreement in accordance with the terms of the Credit Agreement</p> <p data-bbox="357 1827 1350 1861"><b>Liabilities</b> means any present or future liability (actual or contingent), together with</p> <p data-bbox="357 1895 1174 1928">(a) any permitted novation, deferral or extension of that liability,</p>

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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

- (b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise,
- (d) any claim flowing from any recovery by a payment or discharge in respect of that liability on the grounds of preference or otherwise, and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings

**Loan** means a Term Loan or a Revolving Loan

**Majority Secured Parties** means, at any time, Secured Parties whose share in the outstanding principal amount of Secured Parties' Debt then aggregate 66 67% or more of the aggregate outstanding principal amount of Secured Parties' Debt

**Mandatory Prepayment Account Charge** means a bank account charge between the Obligors' Agent and the Security Trustee in form and substance satisfactory to the Security Trustee

**New Issued Shares** means

- (a) the subscription by RHM Group Two Limited for 1 new ordinary share of £0 01 in its Subsidiary, RHM Group Three Limited,
- (b) the subscription by RHM Group Three Limited for 1 new ordinary share of £0 01 in its Subsidiary, Premier Foods Group Services Limited, and
- (c) the subscription by Premier Foods Group Services Limited for 1 new ordinary share of £0 25 in its Subsidiary, Premier Foods Group Limited

**Obligor** means the Parent, a Borrower or a Guarantor

**Obligors' Agent** means Premier Foods Investments Limited

**Original Borrower** means each of Premier Foods Investments Limited and Premier Foods Group Limited

**Original Guarantor** means each of Premier Foods Investments No 3 Limited, Premier Foods Investments No 2 Limited, CH Old Co Limited, H L Foods Limited, Hillsdown Ambient Foods Group Limited, Premier Ambient Products (UK) Limited, Premier Financing Limited, Premier Brands Foods Limited, Premier International Foods UK

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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

Limited, Premier Foods (Holdings) Limited, Premier Foods Investments No 1 Limited, Hilldown International Limited, Hilldown Investments Limited, MF Old Co Limited, Premier Grocery Products Ireland Limited, Premier Grocery Products Limited, Premier Foods Ireland Manufacturing Limited, RHM Limited, RHM Group Two Limited, RHM Group Three Limited, RHM Food Solutions Limited, RHM Group Holding Limited, Premier Foods Group Services Limited, Premier Foods Group Limited, London Superstores Limited, Phoneridge Limited, RHM Property Holding Company Limited, RHM Property Company (AYR) Limited, RHM Property Company (Cambridge) Limited, RHM Overseas Limited, RHM Foodbrands+ Limited, RHBB (IP) Limited, CF (IP) Limited, MB (IP) Limited, Manor Bakeries Limited, J A Sharwood & Co Limited, Centura Foods Limited, Premier Brands Limited and Lyons Cakes Limited

**Original Lender** means each of Santander UK plc, Banco Bilbao Vizcaya Argentaria S A , The Bank of Tokyo-Mitsubishi UFJ, Ltd , Barclays Bank PLC, Bayerische Landesbank, London Branch, BNP Paribas, Commerzbank Aktiengesellschaft, London Branch, The Co-operative Bank plc, Credit Industriel et Commercial London Branch, DBS Bank, LTD, London Branch, Fortis Bank, UK Branch, HSBC Bank plc, ING Bank N V , London Branch, KBC Bank N V , Landesbank Baden-Wurtemberg, London Branch, Mizuho Corporate Bank, LTD, National Australia Bank Limited, Natixis, Cooperatieve Centrale Raiffeisen-Boerenleenbank b a (trading as Rabobank International), The Royal Bank of Scotland plc, Scotiabank Europe plc, Svenska Handelsbanken AB (PUBL), United Overseas Bank Limited, London Branch, WestLB AG, London Branch, Lloyds TSB Bank plc, Oversea-Chinese Banking Corporation Limited, Stichting Depositary APG Fixed Income Credits Pool, Matignon Derivatives Loans, Confluent 5 Limited, Credit Suisse International, Lily (Lux) S a r l and Merrill Lynch International Limited, London Branch

**Original Security Agreement** means the 2009 Security Agreement

**Parent** means Premier Foods plc registered in England and Wales with registration number 5160050

**Pension Trustees** means Premier Foods Pension Scheme Trustees Limited, Premier Grocery Products Pension Scheme Trustees Limited and RHM Pension Trust Limited

**PFPS Trustee** means Premier Foods Pension Scheme Trustees Limited as sole trustee of the Premier Foods Pension Scheme

**PGPPS Trustee** means Premier Grocery Products Pension Scheme Trustees Limited as sole trustee of the Premier Grocery Products Pension Scheme

**Premier Employers** means the employers participating in the relevant Premier Pension Scheme

**Premier Foods Pension Scheme** means the occupational pension scheme known as the Premier Foods Pension Scheme which at the date of the Intercreditor Agreement is governed

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>by a trust deed dated 17 June 2011 and rules adopted thereunder, in each case as subsequently amended</p> <p><b>Premier Grocery Products Pension Scheme</b> means the occupational pension scheme known as the Premier Grocery Products Pension Scheme which as at the date of the Intercreditor Agreement is governed by a definitive trust deed and rules made with effect from 6 September 1999 as subsequently amended</p> <p><b>Premier Pension Schemes</b> means, together, the Premier Foods Pension Scheme and the Premier Grocery Products Pension Scheme Where the context requires, Premier Pension Schemes shall apply separately to each of the Premier Foods Pension Scheme and the Premier Grocery Products Pension Scheme and Premier Pension Scheme shall be construed accordingly</p> <p><b>Premier Pension Schemes Document</b> means</p> <ul style="list-style-type: none"> <li>(a) the Combined Premier Pension Schemes Framework Agreement, or</li> <li>(b) the Premier Pension Schemes Guarantees, or</li> <li>(c) the 2009 Framework Agreement, or</li> <li>(d) the Framework Amendment Agreement, or</li> <li>(e) any Expanded Security Document</li> </ul> <p><b>Premier Pension Schemes Guarantees</b> means all of the guarantees entered into on or about the date of the Credit Agreement by the Original Guarantors pursuant to which each Original Guarantor guarantees to each Premier Pension Trustee the performance of the Premier Employers' obligations in terms of the relevant Premier Pension Schemes Obligations</p> <p><b>Premier Pension Schemes Obligations</b> means all Liabilities owing by any Obligor to the Premier Pension Schemes under or in connection with the Premier Pension Schemes Documents</p> <p><b>Premier Pension Trustees</b> means the PFPS Trustee and the PGPPS Trustee Where the context requires, Premier Pension Trustees shall apply separately to each of the PFPS Trustee and the PGPPS Trustee and Premier Pension Trustee shall be construed accordingly</p> <p><b>Related Rights</b> means</p> <ul style="list-style-type: none"> <li>(a) any dividend or interest paid or payable in relation to any Share, and</li> <li>(b) any right, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</li> </ul>

6	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>	
Short particulars	<p><b>Relevant Document</b> means</p> <ul style="list-style-type: none"> <li>(a) a Secured Parties' Finance Document,</li> <li>(b) an RHM Pension Scheme Document, or</li> <li>(c) a Premier Pension Schemes Document, or</li> <li>(d) any Expanded Security Document</li> </ul> <p><b>Resignation Letter</b> means a letter substantially in the form set out in schedule 7 of the Credit Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent</p> <p><b>Restricted Brands</b> means Cadbury and Loyd Grossman</p> <p><b>Revolving Commitment</b> means</p> <ul style="list-style-type: none"> <li>(a) in relation to each Original Lender, the amount set opposite its name under the heading Revolving Commitment in Part 2 (The Original Lenders) of schedule 1 (the Original Parties) of the Credit Agreement and the amount of any Revolving Commitment transferred to it under the Credit Agreement, and</li> <li>(b) in relation to any other Lender, the amount of any Revolving Commitment transferred to it under the Credit Agreement,</li> </ul> <p>in each case to the extent not cancelled, reduced or transferred by it under the Credit Agreement</p> <p><b>Revolving Facility</b> means the revolving credit facility made available under the Credit Agreement as described in clause 2 1(d)(The Facilities) of the Credit Agreement</p> <p><b>Revolving Loan</b> means a loan made or to be made under a Revolving Facility or the principal amount outstanding for the time being of that loan</p> <p><b>RHM Employers</b> means the employers participating in the RHM Pension Scheme</p> <p><b>RHM Pension Scheme</b> means the pension scheme governed by a trust deed and rules dated 29 July 2011 and effective 1 July 2011 (as amended from time to time), pursuant to which Premier Foods Group Services Limited is a principal employer and, as at the date of the Intercreditor Agreement, the only two employers participating in the RHM Pension Scheme are Premier Foods Group Limited (registration number 00281728) and Premier Foods Group Services Limited (registration number 03977318)</p> <p><b>RHM Pension Scheme Document</b> means</p> <ul style="list-style-type: none"> <li>(a) the RHM Pension Scheme Framework Agreement, or</li> </ul>	

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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>(b) the RHM Pension Scheme Guarantee, or</p> <p>(c) the 2009 Framework Agreement, or</p> <p>(d) the Framework Amendment Agreement, or</p> <p>(e) any Expanded Security Document</p> <p><b>RHM Pension Scheme Framework Agreement</b> means the pension scheme framework agreement dated 14 February 2007 between RHM Pension Trustee, the Parent and RHM plc</p> <p><b>RHM Pension Scheme Guarantee</b> means the guarantee entered into on or about the date of the Intercreditor Agreement by the Original Guarantors pursuant to which each Original Guarantor guarantees to the RHM Pension Trustee the performance of the RHM Employers' obligations in terms of the RHM Pension Scheme Obligations</p> <p><b>RHM Pension Scheme Obligations</b> means all Liabilities payable or owing by any Obligor to the RHM Pension Scheme under or in connection with the RHM Pension Scheme Documents</p> <p><b>RHM Pension Trustee</b> means RHM Pension Trust Limited as sole trustee of the RHM Pension Scheme</p> <p><b>RHM Share Security Agreement</b> means the Security over Shares Agreement dated 13 April 2007 in relation to the shares of RHM Group Services Limited and RHM Group Limited, identified as a Security Document in part 4 of schedule 2 of the Credit Agreement</p> <p><b>Secured Parties</b> means the Security Trustee, the Facility Agent, each Lender, each Arranger, each Ancillary Lender and each Hedge Counterparty from time to time party to the Credit Agreement</p> <p><b>Secured Parties' Debt</b> means all Liabilities (excluding the Subordinated Hedging Obligations) payable or owing by any Obligor to the Secured Parties under or in connection with the Finance Documents</p> <p><b>Secured Parties' Finance Document</b> means a Finance Document (other than the Mandatory Prepayment Account Charge)</p> <p><b>Security</b> 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</p> <p><b>Security Agreement Chargor</b> means each of each Original Guarantor, the Parent and Premier Foods Ireland Manufacturing Limited</p> <p><b>Security Assets</b> means all assets of each Security Agreement Chargor the subject of any security created by the Deed</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

**Security Documents** means each of the following documents

- (a) the security documents identified in part 4 of schedule 2 of the Credit Agreement,
- (b) the security documents identified in part 5 of schedule 2 of the Credit Agreement,
- (c) the 2009 Bond and Floating Charge,
- (d) the 2009 Irish IP Debenture,
- (e) each Irish Security Document,
- (f) the 2009 Security Agreement,
- (g) the Deed of Acknowledgement,
- (h) the Supplemental Deed to the 2009 Security Agreement,
- (i) the Supplemental RHM Share Security Agreement,
- (j) the 2010 Irish Law PGPIIL Share Charge,
- (k) the 2010 Irish Law IP Debenture,
- (l) the 2012 Bond and Floating Charge,
- (m) the 2012 Irish Law Debenture,
- (n) the Deed, and
- (o) 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

**Security Period** means the period beginning on the date of the Deed and ending on the date on which all the Expanded Secured Obligations have been unconditionally and irrevocably paid and discharged in full

**Shares** means the shares identified in schedule 1 (Shares) to this Form MG01 and in schedule 4 (Shares) to the Deed and any additional shares issued by any Subject Company after the date of the Deed

**Subject Company** means each company identified in schedule 1 (Shares) to this Form MG01 and in schedule 4 (Shares) to the Deed under the heading "Subject Company"

**Subordinated Hedging Obligations** has the meaning given to that term in clause 2.3 of the Intercreditor Agreement

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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

**Subsidiary means**

- (a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006, and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006

**Supplemental Deed to the 2009 Security Agreement** means an amendment deed dated 1 January 2010 amending the 2009 Security Agreement

**Supplemental RHM Share Security Agreement** means the supplemental agreement dated 1 January 2010 entered into by RHM Group Three Limited and Premier Foods Group Services Limited amending and supplementing the RHM Share Security Agreement to take Security over the New Issued Shares

**Term Commitment means**

- (a) in relation to each Original Lender, the amount for the Term Facility set opposite its name under the heading Term Commitment in Part 2 (The Original Lenders) of schedule 1 (the Original Parties) of the Credit Agreement and the amount of any Term Commitment transferred to it under the Credit Agreement, and
- (b) in relation to any other Lender, the amount for the Term Facility of any Term Commitment transferred to it or assumed by it in accordance with Clause 24 (Changes to the Lenders) under the Credit Agreement,

in each case to the extent not cancelled, reduced or transferred by it under the Credit Agreement

**Term Facility** means each term loan facility made available under the Credit Agreement as described and defined in clause 2 1(b) and (c) (The Facilities) of the Credit Agreement

**Term Loan** means a loan made or to be made under a Term Facility or the principal amount outstanding for the time being of that loan

**Total Commitments** means the aggregate of the Total Term Facility Commitments and the Total Revolving Commitments

**Total Revolving Commitments** means the aggregate of the Revolving Commitments of the Lenders

**Total Term Facility Commitments** means the aggregate of the Term Commitments of the Lenders

**Transfer Certificate** means a certificate substantially in the form set out in schedule 5 of the Credit Agreement with all information required in respect of the proposed new lender

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	properly completed, or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent	

**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	<b>SCHEDULE 1</b>			
	<b>SHARES</b>			
	<b>Share Chargor</b>	<b>Subject Company</b>	<b>Number of Shares</b>	<b>Class</b>
	Premier Financing Limited	CH Old Co Limited (formerly Chivers Hartley Limited)	8,841,480	Ordinary
	Hillsdown Ambient Foods Group Limited	H L Foods Limited	40,000,000	Ordinary
	Premier Financing Limited	Hillsdown Ambient Foods Group Limited	21,822,100	Ordinary
	Premier Financing Limited	Premier Ambient Products (UK) Limited	10,000,000	Ordinary
	Premier Brands Foods Limited	Premier Financing Limited	83,651,503	Ordinary
	Premier Financing Limited	Premier International Foods UK Limited	25,001,000	Ordinary
	Premier Foods Investments No 1 Limited	Premier Foods Investments Limited	11,000,201	Ordinary
	Premier Foods (Holdings) Limited	Premier Brands Foods Limited	83,701,500	Ordinary
	Premier Foods Group Limited	Premier Foods (Holdings) Limited	23,844,944	Ordinary
	Premier Foods Investments No 2 Limited	Premier Foods Investments No 1 Limited	1,000,200	Ordinary
	Premier Financing Limited	Hillsdown International Limited	150,000,000	Ordinary
	Premier Financing Limited	Hillsdown Investments Limited	324,739,280	Ordinary
	Premier Foods plc	Premier Foods Investments No 3 Limited	302	Ordinary

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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

Share Chargor	Subject Company	Number of Shares	Class
Premier Foods Investments No 3 Limited	Premier Foods Investments No 2 Limited	100,201	Ordinary
Premier Financing Limited	MF Old Co Limited (formerly Marlow Foods (Holdings) Limited)	1,000,900	Ordinary
Hillsdown Ambient Foods Group Limited	Premier Grocery Products Limited	13,450,000	Ordinary
RHM Group Three Limited	Premier Foods Group Services Limited	830,200,548	Ordinary
Premier Foods Group Services Limited	Premier Foods Group Limited	420,745	Ordinary



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5014193  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ENGLISH LAW SECURITY  
AGREEMENT DATED 30 MARCH 2012 AND CREATED BY  
PREMIER FOODS INVESTMENTS NO.2 LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR  
TO ANY EXPANDED SECURED PARTY 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 4  
APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES