

MG01

Particulars of a mortgage or charge

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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

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



What this form is NOT for

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

WEDNESDAY



LD2

"LLWDTLOH"

14/07/2010

17

COMPANIES HOUSE

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jk

1

Company details

Company number

0 5 5 6 2 5 4 3

Company name in full

Lambs Support Services Limited (the "Charging Company")

For official use

4

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

d0 d1 m0 m7 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

Supplemental Legal Mortgage dated 1 July 2010 and made between the Charging Company and
Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries (as defined in the
Continuation Pages to section 6 of this Form MG01) (the "Legal Mortgage")

4

Amount secured

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

Amount secured

The Secured Sums (as defined in the Continuation Pages to
Schedule 6 of this Form MG01)

Reference to Finance Documents (as defined in the Continuation
Pages to Schedule 6 of this Form MG01) includes references to such
Finance Document as varied in any manner from time to time even if
changes were made to the composition of the parties to such
document or to the nature or amount of any facilities made available
under such document

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	Barclays Bank PLC	
Address	(as Security Agent for the Beneficiaries)	
	5 North Colonnade, London	
Postcode	E 1 4 4 B B	
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 style="text-align: center;">Particulars of property mortgaged or charged</p> <p>The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent by way of legal mortgage the leasehold property at Bank Hall Farm, Swanlow Lane, Winsford CW7 4BP (title number to be allocated following registration) together with all buildings, fixtures and fixed plant and machinery at any time thereon (the "Mortgaged Property")</p> <p style="text-align: center;">Covenants and Restrictions in the Legal Mortgage</p> <p>The Charging Company agreed that all of the covenants, provisions and powers contained in or subsisting under the Debenture shall be applicable for securing all of the moneys and liabilities secured by the Legal Mortgage and for defining and enforcing the rights of the parties under the Legal Mortgage as if such covenants, provisions and powers had been set out in full in the Legal Mortgage, with the appropriate changes having been made. For further details see the Form MG01 filed against the Charging Company in respect of the Deed of Accession and Charge</p> <p style="text-align: center;">Definitions</p> <p>"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty</p> <p>"Chargor" means Craegmoor Group (No 3) Limited (formerly Mirro Mezzo Limited) (6628024), Craegmoor Group (No 4) Limited (formerly Miro Acquisitions Limited) (6628016), the Charging Company and each other Company which executes a Deed of Accession and Charge to the Debenture and any Company which subsequently adopts the obligations of a Chargor</p> <p>PLEASE ALSO SEE ATTACHED CONTINUATION SHEETS</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

Not applicable

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 Hogan Lovells International LLP X

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

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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 F3/ABM/SM/001BB.58007

Company name Hogan Lovells International
LLP

Address Atlantic House

50 Holborn Viaduct

Post town

Country/Region London

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 1

"Debenture" means the debenture dated 18 July 2008 between, amongst others, Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as chargor) and Barclays Bank PLC (as Security Agent), and to which the Charging Company acceded as a chargor under the Deed of Accession and Charge.

"Deed of Accession and Charge" means the Deed of Accession and Charge dated 1 July 2010 by which the Charging Company acceded to the Debenture, and made between the Charging Company in favour of the Security Trustee

"Facilities Agreement" means the facilities agreement dated 18 July 2008 and made between Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as Parent), Miro Acquisitions Limited (as Company), Barclays Leveraged Finance, Calyon and RBC Capital Markets (as Mandated Lead Arrangers) and Barclays Bank PLC (as Agent, Issuing Bank and Security Agent)

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Agreement

"Hedge Counterparties" has the meaning given to that term in the Intercreditor Agreement

"Intercreditor Agreement" means the intercreditor agreement dated 18 July 2008 as amended and restated on 29 August 2008 and made between Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as the Parent), Barclays Bank PLC (as Security Agent, Senior Agent and Mezzanine Agent), Barclays Leveraged Finance, Calyon and RBC Capital Markets (as Senior Arrangers and Mezzanine Arrangers), the Hedge Counterparties, the Senior Creditors, the Mezzanine Creditors, the Investors, the Obligors, the Intercompany Creditors and the Intercompany Debtors (each term as defined therein)

"Mezzanine Agent" means Barclays Bank PLC and includes any successor agent appointed pursuant to the Mezzanine Facility Agreement at any time

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated on or around the date of the Debenture between Miro Mezzco Limited (as Parent), Miro Acquisitions Limited (as Borrower), the Original Guarantors, the Original Lenders, Barclays Leveraged Finance, Calyon and RBC Capital Markets (as Arrangers) and Barclays Bank PLC (as Agent and Security Agent) (each term as defined therein)

"Mezzanine Finance Document" means the Mezzanine Facility Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Syndication Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Funding Note and any other document designated as such by the Agent and the Parent and/or the Borrower (where terms are referred to in this definition they shall have the meanings given to them in the Mezzanine Facility Agreement)

Continued...

MG01 - continuation page

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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	<div data-bbox="1217 405 1509 439" style="text-align: right;">Continuation Page 2</div> <p>"Mezzanine Finance Party" means the Mezzanine Agent, each Arranger, the Security Agent, the Lenders (each term as defined in the Facilities Agreement unless otherwise defined in this Form MG01) and any Hedge Counterparty</p> <p>"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with</p> <ul style="list-style-type: none"> (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents <p>"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents</p> <p>"Senior Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Syndication Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as such by the Agent and the Parent and/or the Company (each term as defined in the Facilities Agreement unless otherwise defined in this Form MG01)</p> <p>"Senior Finance Party" means the Agent, each Arranger, the Security Agent, the Lenders, the Issuing Bank, a Hedge Counterparty and any Ancillary Lender (each as defined in the Facilities Agreement unless otherwise defined in this Form MG01)</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5562543
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL
MORTGAGE DATED 1 JULY 2010 AND CREATED BY LAMBS
SUPPORT SERVICES LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR
ANY OF THE BENEFICIARIES 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 14 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JULY 2010

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES