

MG01

Particulars of a mortgage or charge



306249/13

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 register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

TUESDAY



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LD4

10/11/2009

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COMPANIES HOUSE

1 Company details

Company number 0 5 6 6 1 4 2 5 ✓
Company name in full Bakkavor China Limited (the "Company")

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 3 0 1 0 2 0 0 9 ✓

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 debenture (the "**Debenture**") dated 30 October 2009 and made between the
Company and Mizuho Corporate Bank, Ltd. as trustee for the Secured
Parties on the terms and conditions set out in the Intercreditor
Agreement (the "**Security Trustee**").

4 Amount secured

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

Amount secured All obligations (the "**Secured Obligations**") which
the Obligors may at any time have to the Security
Trustee (whether for its own account or as trustee
for the Secured Parties) or any of the other
Secured Parties under or pursuant to the Finance
Documents including any liability in respect of any
further advances made under the Finance Documents,
whether present or future, actual or contingent
(and whether incurred by the Obligors alone or
jointly and whether as principal or as surety or in
some other capacity), as and when they become due
and payable **provided that** neither such covenant nor
the security constituted by the Debenture or any
Mortgage shall extend to or include any liability
or sum which would, but for this proviso, cause
such covenant or security to be unlawful or
prohibited by any applicable law.

Continuation page

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

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Amount secured

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

Amount secured

Defined terms used in this form MG01 are set out at the end of the continuation pages to Section 6 of this form MG01.

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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 Mizuho Corporate Bank, Ltd.
Address Bracken House, One Friday Street
London

Postcode E C 4 M 9 J A

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. FIXED CHARGES

The Company has charged with full title guarantee in favour of the Security Trustee (as trustee for the Secured Parties) with the payment and discharge of the Secured Obligations by way of first fixed charge all the Company's right, title and interest from time to time in and to:

1.1 the Real Property other than any Excluded Leases;

1.2 the Tangible Moveable Property;

1.3 the Accounts;

1.4 the Intellectual Property;

1.5 any goodwill and rights in relation to the uncalled capital of the Company;

1.6 the Investments;

1.7 Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and

1.8 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture.

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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

2. ASSIGNMENTS

The Company has assigned and agreed to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Secured Parties) as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such assignment from any third party) the proceeds of any Insurance Policy and all Related Rights.

3. FLOATING CHARGE

The Company with full title guarantee has charged in favour of the Security Trustee (as trustee for the Secured Parties) with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture.

4. FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

5. NEGATIVE PLEDGE

The Debenture contains a negative pledge.

Defined terms used in this form MG01

"Account" means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or any Mortgage or by law.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Excluded Lease" means any lease, letting, underlease or sublease (however remote), tenancy or right to possession, occupation or use and any agreement for them in respect of which any consent is required from a third party (including but not limited to a landlord, superior landlord or their respective mortgagees) to the charging of such lease by the Company under the Debenture.

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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

"Facility Agreements" means the Glitnir Facility Agreement and the Mizuho Facility Letter.

"Finance Document" means each of the Intercreditor Agreement, the Facility Agreements, the Security Documents and any other document designated as such by the Security Trustee and the Company.

"Glitnir Facility Agreement" means the facility agreement dated 29 August 2007 as amended and restated from time to time made between, amongst others, the Company as the Borrower and Glitnir Banki hf (and subsequently assigned to HAF) as the Bank.

"HAF" means HAF Funding 2008-1 Limited (acting in its capacity as the Bank under the Glitnir Facility Agreement) and any other person acting as the Bank from time to time under the Glitnir Facility Agreement.

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Intercreditor Agreement" means the intercreditor agreement dated 9 November 2009 between, amongst others, the Security Trustee, HAF and Mizuho.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but excluding the Shares);
- (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 (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any trustee, nominee, fiduciary or clearance system).

"Majority Senior Lenders" means all of the Senior Lenders.

"Mizuho" means Mizuho Corporate Bank, Ltd. (acting in its capacity as the Bank under the Mizuho Facility Letter) and any other person acting as the Bank from time to time under the Mizuho Facility Letter.

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Mizuho Facility Letter" means the facility letter dated 21 December 2007 made between the Company as the Borrower and Mizuho as the Bank (as amended and restated on 27 March 2009 and as further amended, restated, varied, novated or supplemented from time to time).

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 7 (*Further Assurance*) of the Debenture substantially in the form of Schedule 2 (*Form of Legal Mortgage*) of the Debenture.

"Notice of Assignment" means a notice of assignment in such form as may be specified by the Security Trustee.

"Obligors" means each Original Obligor and any person which becomes a party to the Intercreditor Agreement as an Obligor in accordance with Clause 13 (*Change of Party*) of the Intercreditor Agreement.

"Original Obligor" means each of the Company and Bakkavor Asia Limited.

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 (*Details of Real Property*)) of the Debenture; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

"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;

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset.</p> <p>"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Senior Lenders (provided in the case of each Senior Lender that such person is at the relevant time a party to or has acceded to the Intercreditor Agreement in accordance with its terms).</p> <p>"Security Documents" means:</p> <p>(a) the guarantee and security documents listed in clause 3 (<i>Conditions Subsequent</i>) of the Mizuho Facility Letter;</p> <p>(b) any guarantee and security documents entered into pursuant to clause 5 (<i>Conditions Subsequent</i>) of the Glitnir Facility Agreement;</p> <p>(c) any other document entered into from time to time by any of the Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of the Security Trustee as trustee for the Secured Parties as security for any of the Secured Obligations; and</p> <p>(d) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) to (c) of this definition.</p> <p>"Senior Lenders" means each of Mizuho and HAF and any successor thereto under the relevant Facility Agreement.</p> <p>"Shares" means all of the shares in any subsidiary of the Company incorporated in England and Wales held by, to the order or on behalf, of the Company at any time, but excluding (for the avoidance of doubt) its shares in Creative Food Group Limited, La Rose Noire Ltd and Gastro Primo Ltd.</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.</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

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X Clifford Chance LLP X

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

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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 Matthew Dunn (70-40413764)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5661425
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 OCTOBER
2009 AND CREATED BY BAKKAVOR CHINA LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
OBLIGORS TO THE SECURITY TRUSTEE OR ANY OF THE
OTHER SECURED PARTIES 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 10 NOVEMBER
2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**