

MR04

laser

Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company.

✗ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04.

MONDAY



AA847U6G

A05

05/07/2021

#194

COMPANIES HOUSE

1 Company details

Company number 0 7 1 0 4 0 9 0

Company name in full GU INDULGENT FOODS LIMITED

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013. Complete Part A and Part C

→ On or after 06/04/2013. Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date 0 9 0 5 2 0 1 2

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number* 6

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description Debenture made between the Company, Cooperatieve Centrale
Raiffeisen-Boerenleenbank B A (trading as Rabobank International),
London Branch as agent and trustee for itself and each of the other
Secured Parties (as defined therein) (the "Security Agent") and the
other Obligors (as defined therein) (the "Deed")

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

Statement of satisfaction in full or in part of a charge

Short particulars of the property or undertaking charged

Continuation page

Short particulars

11 Mortgage

By way of first legal mortgage

(a) the Real Property, and

(b) any other freehold or leasehold property now vested in each Obligor

Continued on continuation sheet for section A4 of this Form MR04

Charges created on or after 06/04/2013**Charge code**

1 Charge code

Charge code ❶

			-				-			
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Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box.

☒ In full

☐ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name

Allen & Overy LLP

Please give the address of the person delivering this statement

Building name/number

One

Street

Bishops Square

Post town

London

County/Region

Postcode

E 1 6 A D

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in the charge

Solicitor on behalf of the chargor

C3

Signature

Please sign the form here.

Signature

Signature

X ALLEN + OVERY LLP
ON BEHALF OF THE CHARGOR
(01.07.2021)

X

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Statement of satisfaction in full or in part of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Alexander George

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000

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.

Part A Charges created before 06/04/2013

- ☐ You have given the charge date.
☐ You have given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code.

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1.
☐ You have given the details of the person delivering this statement in Section C2.
☐ You have signed the form.

Important information

Please note that all information on this form will appear on the public record.

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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A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>1 2 Assignment</p> <p>(a) Subject to clause 3 2(b) of the Deed (as replicated at paragraph 1 2(b) of this form MR04), by way of absolute assignment</p> <p>(i) Goodwill and uncalled capital</p> <p>All its goodwill and uncalled capital</p> <p>(ii) Insurances</p> <p>The Insurances and all monies from time to time payable to it under or pursuant to the Insurances including, without limitation, the refund of any premiums</p> <p>(iii) Cash</p> <p>All bank accounts, cash at bank and all credit balances now or at any time in the future on any account with the Secured Parties or with any other person whatsoever including the proceeds of book debts, revenues and claims assigned pursuant to clause 3 2(iv) of the Deed (as replicated at paragraph 1 1(iv) of this form MR04) which proceeds shall, on payment into a bank account assigned pursuant to clause 3 2(iii) of the Deed (as replicated in this paragraph 1 1(iii) of this form MR04), cease to be subject to the assignment in clause 3 2(iv) of the Deed (as replicated at paragraph 1 1(iv) of this form MR04) and shall be subject to the assignment in this clause 3 2(iii) of the Deed (as replicated in this paragraph 1 1(iii) of this form MR04)</p> <p>(iv) Book debts</p> <p>All present and future book debts due or owing to it or in which it is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to it or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights</p>	

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>(v) Other debts</p> <p>All its other debts, claims, rights and choses in action both present and future or in which it is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 2(iv) of the Deed (as replicated at paragraph 1 1(iv) of this form MR04) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by it with the Secured Parties or any third party (and whether jointly or otherwise) from time to time, any amounts owing to it by way of rent, licence fee, service charge or otherwise in respect of any of the Properties and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which it has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into it by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action</p> <p>(vi) Agreements</p> <p>The benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties</p> <p>(b) Without prejudice to clause 9 (<i>Further Assurance</i>) of the Deed, in relation to any agreements, the assignment pursuant to clause 3 2 of the Deed (as replicated in this paragraph 1 2 of this form MR04) shall be effective only to the extent that the terms of the agreements do not prohibit an assignment except in cases where consent has been obtained</p> <p>1 3 Fixed Charge</p> <p>To the extent they are not subject of a mortgage pursuant to clause 3 1 of the Deed (as replicated at paragraph 1 1 of this form MR04) or an assignment pursuant to clause 3 2 of the Deed (as replicated at paragraph 1 2 of this form MR04), by way of first fixed charge</p>	

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Statement of satisfaction in full or in part of a charge

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>(a) Properties</p> <p>All its present and future freehold and leasehold property and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefitting, the same including, without limitation, all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale thereof and shall include the Real Property</p> <p>(b) Plant and machinery</p> <p>(i) fixtures; (ii) fittings, (iii) plant, (iv) machinery, (v) vehicles (excluding the Aircraft), (vi) tools, (vii) computer equipment, (viii) office equipment, and (ix) other equipment</p> <p>and the benefit of all contracts and warranties relating to the same wherever situated and whether or not affixed to any property and all its rights and interests in any plant and machinery which is hired, leased or rented by it from third parties including, without prejudice to the generality of the foregoing, its rights to any refunds of rentals or other payments</p> <p>(c) Investments</p> <p>All present and future stocks, shares, bonds, certificates of deposit, derivatives, depository receipts and securities of any kind whatsoever (and all warrants, options or other rights to subscribe, purchase, call for delivery of or otherwise acquire any such securities) whether marketable or otherwise and all other interests and rights (including but not limited to loan capital or indebtedness or liabilities in any manner owing) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, income, interest or otherwise in respect thereof and all property and rights in respect of any account held by it as participant, beneficiary, nominee or trustee participant with any clearance or settlement system</p>	

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>(d) Book debts</p> <p>All present and future book debts due or owing to it or in which it is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to it or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights</p> <p>(e) Insurances</p> <p>The Insurances and all monies from time to time payable to it under or pursuant to the Insurances including without limitation the refund of any premiums</p> <p>(f) Goodwill and uncalled capital</p> <p>All its goodwill and uncalled capital</p> <p>(g) Agreements</p> <p>The benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties</p> <p>(h) Cash</p> <p>All bank accounts, cash at bank and all credit balances now or at any time in the future on any account with the Secured Parties or with any other person whatsoever including the proceeds of book debts, revenues and claims charged pursuant to clause 3 3(d) of the Deed (as replicated at paragraph 1 3(d) of this form MR04) which proceeds shall, on payment into a bank account charged pursuant to clause 3 1(h) of the Deed (as replicated in this paragraph 1 3(h) of this form MR04) cease to be subject to the charge in clause 3 3(d) of the Deed (as replicated at paragraph 1 3(d) of this form MR04) and shall be subject to the charge in this clause 3 3(h) of the Deed (as replicated in this paragraph 1 3(h) of this form MR04).</p>	

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Statement of satisfaction in full or in part of a charge

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Short particulars of the property or undertaking charged

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

Short particulars

(i) Other debts

All its other debts, claims, rights and choses in action both present and future or in which it is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 3(d) of the Deed (as replicated at paragraph 1 3(d) of this form MR04) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by it with the Secured Parties or any third party (and whether jointly or otherwise) from time to time, any amounts owing to it by way of rent, licence fee, service charge or otherwise in respect of any of the Properties and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which it has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into it by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action.

(j) Intellectual Property Rights

All its rights and interests in, to, under and in respect of all know-how, patents, designs, utility models, copyrights, trade marks, service marks, business names, domain names, topographical or similar rights, any data base or any confidential information, and any other associated or similar rights subsisting or arising in any part of the world, in each case whether registered or not, and including all applications for registration of any of them and rights to apply for them in any part of the world, including without limitation the rights specified in Schedule 3 to the Deed

1.4 Floating charge

(a) By way of a first floating charge, its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assigned pursuant to clauses 3 1 of the Deed (as replicated at paragraph 1 1 of this form MR04), 3 3 of the Deed (as replicated at paragraph 1 3 of this form MR04) and 3 2 of the Deed (as replicated at paragraph 1 2 of this form MR04) or otherwise pursuant to the Deed. The floating charge contained in clause 3 4 of the Deed is a "qualifying floating charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and that paragraph shall apply to the Deed

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A4	Short particulars of the property or undertaking charged	
Short particulars	<p>Please give the short particulars of the property or undertaking charged.</p> <p>(b) Notwithstanding anything else contained in the Deed</p> <p>(i) the floating charged created by the Deed may not be converted into a fixed charge solely by reason of</p> <p>(A) the obtaining of a moratorium in respect of the Company/any Obligor pursuant to Section 1A to the Insolvency Act 1986, or</p> <p>(B) anything done with a view to obtaining such a moratorium,</p> <p>(ii) the Security Agent is not entitled to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) in respect of the Company/an Obligor pursuant to Section 1A of or Schedule A1 to the Insolvency Act 1986 except with the leave of the court</p> <p><u>Definitions</u></p> <p>"Agent" means Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (trading Rabobank International), London Branch</p> <p>"Arrangers" has the meaning given to that expression in the Facility Agreement</p> <p>"Charged Assets" means all the undertaking, goodwill, property, assets and rights of each Obligor charged under the Deed or any part of them</p> <p>"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing Security</p> <p>"Event of Default" has the meaning given to that expression in the Facility Agreement</p> <p>"Excluded Properties" means the following properties and any other property agreed to be designated as such by Noble Foods Group Limited and the Security Agent</p> <p>(a) Holmefield Farm, Seamer Moor, Stokesley, North Yorkshire Leasehold,</p> <p>(b) Fairways Farm, Rufford Park, Ollerton, Newark, Notts Leasehold,</p>	

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged.
	<p>(c) Sandilands Farm, New Lane, Girton, North Scarle, Lincoln, Lincs Leasehold,</p> <p>(d) Units 19A-D, New York Mill, Summerbridge, Harrogate, North Yorkshire Leasehold,</p> <p>(e) Bridgeway House, Icknield Way, Tring, Hertfordshire Leasehold,</p> <p>(f) Housham Farm, Hives Lane, North Scarle, Lincs Leasehold,</p> <p>(g) Snetterton North Farm, Carling, Snetterton, Norwich, Norfolk Leasehold,</p> <p>(h) Part of Walford Cross Depot, Taunton, Somerset Leasehold,</p> <p>(i) Wester Strathore Farm, Strathore Road, Thornton, Fife Leasehold/Freehold with title number FFE43004,</p> <p>(j) Retail Units at the Metro Centre, Gateshead, Victoria Centre, Nottingham, and Lakeside Shopping Centre, Grays, Thurrock Leasehold, and</p> <p>(k) Premises at Units 1 and 4 Forest Works, Forest Road, Walthamstow, London E17 Leasehold</p> <p>"Facility Agreement" means the facilities agreement dated 4 May 2012 between (among others) the parties to the Deed</p> <p>"Finance Document" has the meaning given to that expression in the Facility Agreement</p> <p>"Floating Charge Assets" means the assets of each Obligor (including the Company) from time to time expressed to be charged by the Deed by way of a floating charge</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 9 May 2012 and made between, among others, the Company, the Debtors (as defined in the Intercreditor Agreement), the Security Agent, the Agent, the Lenders, the Arrangers, the Ancillary Lenders, the Overdraft Lender, the Hedge Counterparties, the Equity Investors (as defined in the Intercreditor Agreement) and the Intra-Group Lenders (as defined in the Intercreditor Agreement)</p> <p>"Insurances" means all present and future contracts or policies of insurance (including life policies) in which each Obligor (including the Company) from time to time has an interest and the benefit of all claims, rights to payment, returns of premium and all other rights in respect of any of them</p> <p>"Lender" has the meaning given to that expression in the Facility Agreement</p>

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"Obligor" means each of</p> <ul style="list-style-type: none"> (a) Noble Foods Group Limited (Company number 05826545), (b) Noble Foods Holdings Limited (Company number 03276116), (c) Noble Desserts Holdings Limited (Company number 07104090), (d) Didiers Patisserie Limited (Company number 03067961) (e) Noble CKH Limited (Company number 03228867), and (f) Noble Foods Limited (Company number 03636168) <p>"Permitted Security" has the meaning given to that expression in the Facility Agreement</p> <p>"Real Property" means each of the properties of each Obligor listed below (including all</p> <ul style="list-style-type: none"> (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future, (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and (c) easements, access-rights, rights of way, wayleaves and rights attaching to it) <ul style="list-style-type: none"> (i) Fengate Farm, Marsham, Norfolk Freehold with title number NK247732, (ii) Hilltop Farm, Farnsfield, Newark, Notts Freehold with title number NT348756, (iii) Brickyard Farm, Rufford Lane, Ollerton, Notts Freehold with title number NT348758, (iv) The Mill, Seamer Hill, Stokesley, Middlesbrough, North Yorks Freehold with title number NYK233742, (v) Poplar Park Farm, Seamer Hill, Stokesley, Middlesbrough, Cleveland Freehold with title number NYK234974, (vi) Dale View Farm, Seamer Hill, Stokesley, Middlesbrough, Cleveland Freehold with title number NYK234966, (vii) Seamer Factory, Holme Lane, Seamer Moor, Stokesley, Middlesbrough, North Yorks Freehold with title number NYK236154, (viii) Farm Offices, Seamer Moor, Stokesley, Middlesbrough, Cleveland Freehold with title number NYK234961, (ix) Cleveland Farm, Seamer Moor, Stokesley, Middlesbrough, Cleveland Freehold with title number NYK234977, (x) Crosslands Farm, Seamer Moor, Stokesley, Middlesbrough, Cleveland Freehold with title number NYK234970, (xi) Oakhills Farm, Seamer Moor, Stokesley, Middlesbrough, Cleveland Freehold with title number NYK234964, 	

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>(xii) Woodend Farm and Carr Plantation Farm, Seamer Moor, Stokesley, Middlesbrough, Cleveland Freehold with title number NYK234959,</p> <p>(xiii) North Scarle Factory, Hives Lane, North Scarle, Lincoln, Lincs Freehold with title number LL85643 and LL183540,</p> <p>(xiv) North Scarle Farm, Hives Lane, North Scarle, Lincoln, Lincs Freehold with title number LL122798,</p> <p>(xv) The Moor, Bilsthorpe, Newark, Notts Freehold with title number NT343331,</p> <p>(xvi) Belle Eau Park, Mill, Bilsthorpe, Newark, Notts Freehold with title number NT348767,</p> <p>(xvii) Wycar Leys Farm, Kirklington Lane, Bilsthorpe, Newark, Notts Freehold with title number NT193000,</p> <p>(xviii) Inkersall III Farm, Inkershall Grange, Bilsthorpe Notts Freehold with title number NT348757,</p> <p>(xix) Long Belt Farm, Ollerton, Newark, Notts Freehold with title number NT298010,</p> <p>(xx) Barton Bendish Farm, Avenue Road, Barton Bendish, Kings Lynn, Norfolk Freehold with title number NK247815,</p> <p>(xxi) Langstone Farm, Catbrook, Chepstow, Monmouthshire Freehold with title number WA907745,</p> <p>(xxii) Clearwell Farm and Mill, Clearwell, Coleford, Gloucestershire Freehold with title number LR227206,</p> <p>(xxiii) Sluice Road Farm, Denver, Downham, Market, Norfolk Freehold with title numbers NK194506 and NK247813,</p> <p>(xxv) Little Kilreague Farm, Llangarron, Ros on Wye, Herefordshire Freehold with title number HE9425,</p> <p>(xxvi) St Pierre Farm, Portskewett, Newport, Gwent Freehold with title number WA963175,</p> <p>(xxvii) Roads Farm, St Briavels, Lydney, Gloucestershire Freehold with title number LR211283,</p> <p>(xxviii) Severn View Farm, St Briavels, Lydney, Gloucestershire Freehold with title number LR211282,</p> <p>(xxix) Campsey Road Farm, Southery, Downham Market, Norfolk Freehold with title number NK247856,</p> <p>(xxx) Roughton Moor Farm, 63 Horncastle Road, Woodhall Spa, Lincs Freehold with title number LL183454,</p> <p>(xxxi) Kirby Lane Farm, Woodhall Spa, Lincs Freehold with title number LL183456,</p> <p>(xxxii) Gainsborough Factory, Corringham Road, Gainsborough, Lincs Freehold with title numbers LL175735 and LL187999,</p> <p>(xxxiii) Greenbrook Farm, Seamer Hill, Seamer, Stokesley, North Yorks Freehold with title number NYK81238,</p> <p>(xxxiv) Wretton Farm, Fen Drove, Wretton, King's Lynn, Norfolk Freehold with title number NK115489,</p>	

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged.
	<p>(xxxv) Ivy Farm, Victoria Lane, Deopham, Wymondham, Norfolk Freehold with title number NK115412,</p> <p>(xxxvi) Cotswold Farm and Food Factory Standlake, Witney, Oxon Freehold with title number OS145407,</p> <p>(xxxvii) Portway Farm, Somerton Road, Fritwell, Oxon Freehold with title number OS145408,</p> <p>(xxxviii) Brill Farm, Wotton Road, Brill, Aylesbury, Bucks Freehold with title number BM165597,</p> <p>(xxxix) Joshua Farm, Stanton, St John Road, Worminghall, Bucks Freehold with title number BM165466,</p> <p>(xl) Stocks Lane, Chesterfield Road, Duckmanton, Chesterfield, Derbyshire Freehold with title numbers DY181022 and DY177704,</p> <p>(xli) Lodge Farm & Lodge Farm House, Beckingham, Lincolnshire Freehold with title numbers LL130959 and LL149469,</p> <p>(xlii) Lodge Farm House, Beckingham, Lincolnshire Freehold with title number LL130459,</p> <p>(xlili) Oakham Farm and Food Factory, Forest Lane, Walesby, Newark, Notts Freehold with title number NT271109, and</p> <p>(xliv) Finmere Mill, Tingewick, Buckingham, Buckinghamshire Freehold with title number BM275219</p> <p>"Secured Obligations" means all present and future obligations and liabilities of each Obligor (including the Company) (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Security Agent (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties under or in connection with any of the Finance Documents, together with all costs, charges, losses, liabilities, expenses and other sums and any taxes thereon incurred by the Security Agent or any other Secured Party which are, or are expressed to be, or may become due, owing or payable by any Obligor (including the Company) under or in connection with any Finance Documents</p> <p>"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the Agent, the Arrangers and the Senior Creditors (as defined in the Intercreditor Agreement) from time to time but, in the case of the Agent, each Arranger or Senior Creditor (as defined in the Intercreditor Agreement), only if it is a party to the Intercreditor Agreement or (in the case of the Agent or a Senior Creditor (as defined in the Intercreditor Agreement)) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 18 10 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement</p>

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Short particulars	<p>"Security" any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person other than a Permitted Security</p> <p>1 5 Automatic conversion of floating charge</p> <p>Pursuant to clause 3 7 of the Deed, subject only to clause 3 4(b) of the Deed (as replicated at paragraph 1 4(b) of this form MR04), the floating charge contained in the Deed shall automatically and without notice be converted into a fixed charge in respect of any Floating Charge Assets</p> <p>(a) which shall become subject to Security other than a Permitted Security or to a disposition contrary to the provisions of clause 8 1(a) the Deed, or</p> <p>(b) if and when any person levies or notifies any Obligor (including the Company) that it intends to levy any distress, execution, sequestration or other process (including without limitation administration) against any of the Charged Assets</p> <p>1 6 Further advances</p> <p>Pursuant to clause 3 8 of the Deed, the Lenders are under an obligation, contained in, and subject to the terms of the Facility Agreement to make further advances to each Obligor (including the Company) and this security has been made for securing such further advances. The Lenders hereby apply to the Chief Land Registrar in substantially the following terms</p> <p>"The applicant confirms that, under the provisions of the charge, the Lenders are under an obligation to make further advances and applies to the registrar for a note to be entered in the register to that effect"</p>	

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Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

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

Short particulars

(c) Specific security documents required

Pursuant to clause 9.3 of the Deed, without prejudice to the generality of the provisions of clauses 9.1 of the Deed (as replicated at paragraph 1.8(a) of this form MR04) and 9.2 (as replicated at paragraph 1.8(b) of this form MR04), each Obligor shall execute as and when so required by the Security Agent a legal mortgage or legal charge (as specified by the Security Agent) over any freehold, leasehold and heritable properties acquired by it after the date of the Deed (including all or any of the Properties as and when the same are conveyed, transferred, or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery at any time and from time to time situate thereon