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COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

# 410

Please do not  
write in  
this margin

Pursuant to section 410 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*  
insert full name  
of company

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

1310

SC034389

Name of company

\* MARSHALL FOOD GROUP LIMITED ("the Chargor")

Date of creation of the charge (note 1)

29th January 1999

Description of the instrument (if any) creating or evidencing the charge (note 1)

Bond and Floating Charge ("the Charge")

Amount secured by the charge

see Paper Apart 1

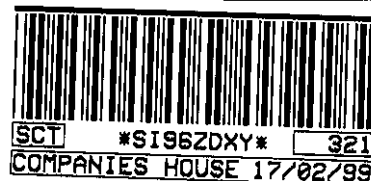
Names and addresses of the persons entitled to the charge

The Governor and Company of the Bank of Scotland incorporated by Act of Scots Parliament  
in 1695 having its head office at the Mound, Edinburgh EH1 1YZ ("the Chargee")

Presentor's name address telephone  
number and reference (if any):

Dundas & Wilson CS  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN  
EWM/ASM/MPS/BOS001.0494

For official  
Charges Sec



Short particulars of all the property charged.

Please do not  
write in  
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As continuing security for the payment and discharge of the Secured Liabilities, the whole of the property, assets, rights and undertaking (including without prejudice to the foregoing generality uncalled capital, goodwill and debts) of the Chargor from time to time ("the Charged Assets").

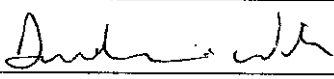
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

see Paper Apart 2

Particulars as to commission, allowance or discount paid (see section 413(3))

n/a

Signed  Date 17/2/99

On behalf of ~~company~~ [chargee]†

† delete as  
appropriate

#### Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. The address of the Registrar of Companies is:-

Companies Registration Office,  
37 Castle Terrace,  
Edinburgh EH1 2EB

Paper Apart 1 relative to the foregoing Companies Form 410 by Marshall Food Group Limited (Registered No: SC034389)

**Amount secured by the charge**

All sums of money or liabilities which at the creation of the Charge are or which may at any time or from time to time be or become due to the Chargee or any Receiver by the Chargor and for which the Chargor is or may at any time or from time to time be or become liable or responsible to the Chargee or any Receiver whether alone or jointly with any other person or persons, and whether as principal debtor or guarantor or surety and whether present or future, actual or contingent, in each case in terms of the Guarantee including in particular **but without prejudice to the foregoing generality**, sums of principal, interest, fees, discounts, commissions, charges, costs and expenses and other moneys from time to time payable by the Trustees on or in connection with or arising out of any of the Finance Documents or any one or more of any such together with interest (as well after as before judgement) to the date of payment at such rates as may from time to time be agreed and in the absence of any such agreement at the Default Rate and commission, fees and other charges and all legal and other costs, charges and expenses which may be incurred by the Chargee or any Receiver in relation to such liabilities on a full and unqualified indemnity basis ("**the Secured Liabilities**");



**Statement as to any restrictions on power to grant further securities and any ranking provisions**

- (1) The Charge shall, subject to Section 464(2) of the Act, rank in priority to any fixed security which shall be created by the Chargor after its execution of the Charge, other than a fixed security in favour of the Bank or the Security Trustee, and to any other floating charge which shall be created by the Chargor after its execution of the Charge and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with or postponed to the Charge.
- (2) The Chargor shall not during the Security Period create, incur, assume or permit to subsist any Encumbrance on all or any part of the Charged Assets except for any Encumbrance arising under or pursuant to or expressly permitted by the terms of the Senior Facility Agreement, the Mezzanine Facility Agreement or the Subordinated Facility Agreement;

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Paper Apart 3 relative to the foregoing Companies Form 410 by Marshall Food Group Limited (Registered No: SC034389)

## **Definitions**

**Act** means the Companies Act 1985

**Default Rate** means the rate of interest provided to run on the sum concerned (in the event of a failure to pay the same on the due date therefor) pursuant to Clause 6.2(c) of the EBT Facility Letter and interest payable at such rate shall be payable after as well as before judgment or decree until actual payment in full of the sum concerned;

**EBT Facility Letter** means the facility letter dated 7th December 1998 between the Trustees and the Chargee;

**Encumbrance** includes any guarantee, indemnity or equivalent obligation and any fixed or floating security including, without limiting the generality, any standard security, legal mortgage, legal charge, debenture, assignation or assignment in security, pledge, floating charge, lien, hypothecation, security interest, title retention or other preferential right having the effect of creating security;

**Finance Documents** means the EBT Facility Letter, the Share Pledge and any document executed by the Trustees in connection therewith;

**Guarantee** means the guarantee dated 7th December 1998 by the Parent and others in favour of the Bank;

**Mezzanine Facility Agreement** means the mezzanine facility agreement dated 28<sup>th</sup> July 1998 among, inter alia, the Chargor and the Banks referred to therein as amended by a Supplementary Agreement dated on or around the date of the Charge among inter alia, the Parent, the Operating Subsidiaries referred to in part 1 of the Schedule to the supplementary agreement and the Banks referred to therein;

**Parent** means Grampian Country Food Group Limited, registered number SC100976 whose registered office is at 20 Queens Road, Aberdeen AB15 4ZT;

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**Receiver** means any receiver or administrative receiver appointed in respect of the Charged Assets (whether pursuant to the Charge, pursuant to any statute, by a Court or otherwise) and includes joint receivers;

**Security Period** means the period beginning on the date hereof and ending on the date upon which all the Secured Liabilities (actual or contingent) which have arisen or which may arise have been irrevocably paid and discharged or the floating charge hereby created has been finally released and discharged;

**Security Trustee** means The Governor and Company of the Bank of Scotland as trustee for the Finance Parties (as defined in each of the Senior Facility Agreement, the Mezzanine Facility Agreement and the Subordinated Facility Agreement);

**Senior Facility Agreement** means the senior facility agreement dated 28<sup>th</sup> July 1998 among, inter alia, the Chargor and the Banks referred to therein as amended by a Supplementary Agreement dated on or around the date of the Charge among inter alia, the Parent, the Operating Subsidiaries referred to in part 1 of the Schedule to the supplementary agreement and the Banks referred to therein;

**Share Pledge** means a share pledge dated 7th December 1998 by the Trustees in favour of the Chargee over the shares in the capital of the Parent referred to therein;

**Subordinated Facility Agreement** means the subordinated facility agreement dated 28<sup>th</sup> July 1998 among, inter alia, the Chargor and the Banks referred to therein as amended by a Supplementary Agreement dated on or around the date of the Charge among inter alia, the Parent, the Operating Subsidiaries referred to in part 1 of the Schedule to the supplementary agreement and the Banks referred to therein;

**Trustees** means the trustees of Grampian Country Food Group Employee Benefit Trust

The expressions **Chargor**, the **Trustees**, the **Security Trustee** and the **Bank** shall include the permitted successors, assignees and transferees of the Chargor, the Trustees, the Security Trustee and the Bank.



Any reference herein to any statute or any section of any statute and other legislation shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.

In this Companies Form 410 words importing the singular include the plural and vice versa.

Any reference in this Companies Form 410 to a document of any kind whatsoever is to that document as amended, extended, increased, varied, supplemented, novated, restated, replaced or substituted from time to time.

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**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 34389

I hereby certify that a charge created by

MARSHALL FOOD GROUP LIMITED

on 29 JANUARY 1999

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 17 FEBRUARY 1999

Signed at Edinburgh  
19 FEBRUARY 1999

J. Henderson  
For Registrar of Companies



C O M P A N I E S H O U S E



N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

# REGISTER of Charges, Alterations to Charges,

COMPANY: SC034389 CHARGE: 30

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge  £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
17/02/1999		29/ 1/99 BOND & FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

# Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC034389 CHARGE: 30

(8)	(9)	(10)	(11)	(12)		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Receiver		
				Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						