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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

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

For official use

Company number

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

128

SC034389

Name of company

* MARSHALL FOOD GROUP LIMITED ("the Chargor")

*
insert full name
of company

Date of creation of the charge (note 1)

29th January 1999

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

Debenture ("the Charge")

Amount secured by the charge

see Paper Apart 1

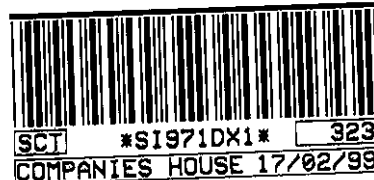
Names and addresses of the persons entitled to the charge

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 use
Charges



Short particulars of all the property charged.

see Paper Apart 2

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

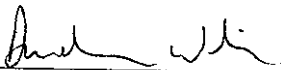
Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The Chargor shall not otherwise than as expressly permitted by the terms of the Facility Agreements create, incur, assume or permit to subsist any Encumbrance over all or any part of the Security Assets.

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");

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Paper Apart 2 relative to the foregoing Companies Form 410 by Marshall Food Group Limited (Registered No: SC034389)

Short Particulars of the Property mortgaged or charged

1. **FIXED CHARGES**

The Chargor, with full title guarantee, as continuing security for the payment of all Secured Liabilities, charges in favour of the Bank:-

(a) by way of first legal mortgage:-

(i) all the property (if any) specified in the Schedule to the Charge (a copy of which is annexed as relative hereto) together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants;

(ii) all estates or interests in any freehold or leasehold property (other than that specified in 1(a)(i) above) wheresoever situate now belonging to it other than any such situated in Scotland and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefits of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants;

(b) by way of first fixed charge:-

(i) (to the extent the same are not the subject of a mortgage under 1(a) above) all present and future estates or interests in any freehold or leasehold property belonging to it other than any such situated in Scotland and all buildings and Fixtures thereon and all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants;

(ii) all plant and machinery now or in the future owned by the Chargor and its interest in any such plant or machinery in its possession;

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- (iii) its present and future interest in all stocks, shares, debentures, bonds and other securities and all rights relative thereto;
- (iv) all moneys (including interest) standing now or in the future to the credit of its present and future accounts with any bank, financial institution or other person and the debt or debts represented thereby;
- (v) all benefits in respect of Insurances, all claims in respect thereof and return of premiums;
- (vi) (to the extent that the same do not fall within any other subparagraph of this paragraph (b)) all book and other debts and other moneys due, owing, payable or incurred to it now or at any time and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation thereto;
- (vii) its present and future goodwill;
- (viii) the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the use of any of the Security Assets the subject of the security pursuant to sub-clause (a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (ix) its present and future uncalled capital; and
- (x) all know-how licences and patents (including applications and rights to apply therefor), copyrights, rights in trademarks, service marks whether registered or not, and rights in confidential information now or at any time belonging to it.



2. **FLOATING CHARGE**

- (1) As continuing security for the payment of all Secured Liabilities, the Chargor with full title guarantee charges in favour of the Bank by way of floating charge all its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future to the extent situated in Scotland and, where situated elsewhere, to the extent not otherwise effectively charged or assigned pursuant to 1 above.

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

Definitions

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;

Facility Agreements means the Senior Facility Agreement, the Mezzanine Facility Agreement and the Subordinated Facility Agreement;

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

Fixtures means in relation to any freehold or leasehold property charged by or pursuant to the Charge all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon, the property wherein is vested in the Chargor;

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

Insurances means the Chargor's interest in all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of the Chargor;

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Mezzanine Facility Agreement means the mezzanine facility agreement dated 28th July 1998 among, inter alia, the Chargor and the Banks referred to therein as amended by a Supplementary Agreement dated 29th January 1999;

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

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 Assets means all assets, rights and property of the Chargor the subject of any security created by the Charge;

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 28th July 1998 among, inter alia, the Chargor and the Banks referred to therein as amended by a Supplementary Agreement dated 29th January 1999;

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 28th July 1998 among, inter alia, the Chargor and the Banks referred to therein as amended by a Supplementary Agreement dated 29th January 1999;

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

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

Any reference in this Companies Form 410 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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This is a copy of the Schedule to the Charge referred to in the foregoing Companies Form 410 by Marshall Food Group Limited (SC034389)

THE SCHEDULE

Owner/Tenant	Tenure	Nature of Operation	Name/Address
Marshall Food Group Limited	Freehold	Land	Factory Road, Sandycroft Title Number WA640924
Marshall Food Group Limited	Freehold	Land	The Hatchery, Upper Affcot, Churchstretton, Shropshire Title Number 62021
Marshall Food Group Limited	Freehold	Land	North east side of Utoxiter Road, Abbots Bromley, Staffordshire Title Number SF317440
Marshall Food Group Limited	Freehold	Land	24 Normanton Road and lying to the north east of Normanton Road, Packington, Leicestershire Title Number LT51244
Marshall Food Group Limited	Freehold	Land	Brookhouse Farm, Wall under Haywood, South Shropshire Title Number SL62021
Marshall Food Group Limited	Freehold	Land	Land at Plealy, Pontisbury, Shrewsbury and Hutchim, Shropshire Title Number SL2001
Marshall Food Group Limited	Freehold	Land	Land at Wolverton, Churchstretton, South Shropshire Title Number SL62003
Marshall Food Group Limited	Freehold	Land	Land at Winnington Farm, Halfway House, Abcot, Shrewsbury Title Number SL62000
Marshall Food Group Limited	Freehold	Land	Land at Craigfrin Poultry Farm, Church Stoke, Powess Title Number WA652167
Marshall Food Group Limited	Freehold	Land	Land at Bacheldre Poultry Farm, Bacheldre, Churchstoke, Powess Title Number WA652767

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Marshall Food Group Limited	Freehold	Land	Land at Greenfields Poultry Farm, Coed Lane, Churchstock, Powess Title Number WA652880
Marshall Food Group Limited	Freehold	Land	Land at Forden Poultry Farm, Forden, Powess Title Number WA652886
Marshall Food Group Limited	Freehold	Land	Land at Sarn Poultry Farm, Wern Lane, Sarn, Newtown, Powess Title Number WA652872
Marshall Food Group Limited	Freehold	Land	Land at Fordsheath, Shrewsbury, Shropshire Title Number SL61965
Marshall Food Group Limited	Freehold	Land	Land at Tamarinda Great, Chadwell, Staffordshire Title Number SF317371
Marshall Food Group Limited	Freehold	Land	Land at Southwest of Valeswood Lane, Little Ness, Shrewsbury, Shropshire Title Number SL61955
Marshall Food Group Limited	Freehold	Land	Land at Sitges, Bushmoor, Craven Arms, Winstantow, Shropshire Title Number SL49400, SL61954, SL30433
Marshall Food Group Limited	Freehold	Land	Land at Hollylodge, Wigmarsh, Ruyton, West Felton, Oswestry Title Number SL62158
Marshall Food Group Limited	Freehold	Land	Land at Lea Road, Halfway House, Shrewsbury Title Number SL62144
Marshall Food Group Limited	Freehold	Land	Land at Pentre Farm, Wscifiog Road, Lixwm, Hollywell, Clewyd Title Number WA652316
Marshall Food Group Limited	Freehold	Land	Land at Waen-y-brodles, Brynford, Hollywell, Clewyd Title Number WS652354
Marshall Food Group Limited	Freehold	Land	Land at Llyn Helyg, Lloc, Hollywell, Clewyd Title Number WA652433

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Marshall Food Group Limited	Freehold	Land	Land at Bryngloeu, Sarren, Clewyd Title Number WA6525435
Marshall Food Group Limited	Freehold	Land	Land at Caehic, Blaenau Road, Treuddyn, Mold, Clewyd Title Number WA65241
Marshall Food Group Limited	Freehold	Land	Land at Pen y ffridd, Saren, Denbigh, Clewyd Title Number WA652392
Marshall Food Group Limited	Freehold	Land	Land known as Racecourse, Babell Road, Clewyd Title No WA652623
Marshall Food Group Limited	Freehold	Land	Land at Widows Cruze Plantation, Richards Castle, Shropshire Title No SL37831
Marshall Food Group Limited	Freehold	Land	Glazebury Mill, Warrington Road, Culcheth Title No CH117486 (Part unregistered)
Marshall Food Group Limited	Freehold	Land	2 The Grove, Craven Arms, Shropshire Title No SL63509
Marshall Food Group Limited	Freehold	Land	Fairholme, Walby, Cross of Eden, Cumbria Title No CU137772

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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: 28

(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 DEBENTURE		29/ 1/99 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	FIXED AND FLOATING CHARGE OVER COMPANY ASSETS--SEE CH MICROFICHE	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: 28

(8)	(9)	(10)	(11)	(12)		
				Receiver		
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	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						