

# MG06

Particulars of a charge subject to which property has  
been acquired



**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 charge subject to  
which property has been acquired.

**What this form is NOT for**  
You cannot use this form if you  
submitting particulars of a charge  
subject to which property has been  
acquired for a company registered  
in Scotland. To do this, please  
use form MG06s.

FRIDAY



\*LUMZXG01\*  
LD6 15/01/2010 277  
COMPANIES HOUSE

**1 Company details** For official use

Company number	0	0	2	8	1	7	2	8
Company name in full	Premier Foods Group Limited (the <b>Transferee</b> )							

34  
→ **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 the instrument (if any) creating or evidencing the charge**

Date of the instrument (if any)	d2	d7	m0	m3	y2	y0	y0	y9
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**3 Description of the instrument (if any) creating or evidencing the charge**

Description ①  
A debenture dated 27 March 2009 between, among others, Premier Ambient Products (UK) Limited as a chargor (the **Chargor**) and the Security Trustee (as defined below) (the **Deed**).

① Please give a description of the instrument, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge', etc. as the case may be.

**4 Date of acquisition of the property which is subject to the charge**

	d0	d1	m0	m1	y2	y0	y1	y0
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**5 Amount secured** Continuation page  
Please use a continuation page if  
you need to enter more details.

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

Amount secured  
All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of each Obligor (as defined below) to any Expanded Secured Party (as defined below) under each Relevant Document (as defined below) (the **Secured Liabilities**).

The term Relevant Document (as defined below) includes all amendments and supplements including supplements providing for further advances.

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## Mortgagee(s) or person(s) entitled to the charge

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 Lloyds TSB Bank plc as agent and trustee (the **Security Trustee**)

Address Bank House, Wine Street, Bristol

Postcode B S 1 2 A N

Name

Address

Postcode

Name

Address

Postcode

**7**

## 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 Please see attached continuation sheets.

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## Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge.

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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).

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## Signature

Please sign the form here.

Signature

Signature

X *Allen & Overy 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 AILH/LAUC, 11002-707, BK13094415

Company name  
Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 3993

## 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 a certified copy of the deed (if any) with this form.
- You have entered the date the charge was created.
- You have supplied the description of the instrument (if any).
- You have given the date of acquisition.
- You have given details of the amount secured by the mortgagee or chargee.
- You have given details of the 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

**7 Short particulars of all the property mortgaged or charged**

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**1. SECURITY**

**1.1 General**

The Security Trustee holds the benefit of the Deed on trust for the Expanded Secured Parties.

**1.2 Intellectual Property**

The Transferee has acquired the Transferred Assets from the Chargor, subject to a first fixed charge over all rights, title and interest to the Transferred Assets, including any interest by way of licence in any such Transferred Assets granted by the Chargor to the Security Trustee under the Deed.

**1.3 Floating charge**

(a) The Transferee has acquired the Transferred Assets from the Chargor, subject to a first floating charge over all the Transferred Assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Deed granted by the Chargor to the Security Trustee under the Deed.

(b) Except as provided below, the Security Trustee may by notice to the Transferee convert the floating charge under subclause 3.2 (Floating charge) of the Deed into a fixed charge as regards any of the Transferred Assets specified in that notice, if an Event of Default is continuing but not by reason solely of a moratorium being obtained.

(c) The floating charge created by clause 3.2 (Floating Charge) of the Deed shall automatically be converted with immediate effect into a fixed charge as regards the Transferred Assets and without notice from the Security Trustee to the Transferee on:

- (A) the presentation of a petition for the compulsory winding up of the Transferee;
- (B) the convening of a meeting for the passing of a resolution for the voluntary winding up of the Transferee;
- (C) the presentation of a petition for the appointment of an examiner to the Transferee or any related company;
- (D) the Transferee creates or attempts to create any security over the Transferred Assets save as permitted by the terms of the Credit Agreement or the Intercreditor Agreement, without the prior written

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consent of the Security Trustee (acting on the instructions of the Majority Secured Parties); or

- (E) any person levies or attempts to levy an attachment, distress, sequestration or other process or does or attempts to do any diligence in execution against any Transferred Assets having a market value of not less than £7,500,000 or its equivalent.

**1.2 Negative Pledge**

The Transferee shall not:

- (a) create or permit to subsist any Security Interest on any Transferred Asset; or
- (b) sell, transfer, license, lease or otherwise dispose of any Transferred Asset,

in either case except as expressly allowed under the Credit Agreement or the Intercreditor Agreement.

**In this Form MG06:**

**2009 Framework Agreement** means the pension scheme framework agreement dated on or about the date of the supplemental agreement to the Credit Agreement dated 5 March 2009 between (among others) the Parent, the PFPS Trustee, the PGPPS Trustee and the RHM Pension Trustee.

**Accession Letter** means a document substantially in the form set out in schedule 6 (Form of Accession Letter) to the Credit Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

**Acquisition Closing Date** means 16 March 2007.

**Additional Borrower** means a company which becomes an Additional Borrower in accordance with clause 28 (Changes to the Obligors and release of Security) of the Credit Agreement.

**Additional Guarantor** means a company which becomes an Additional Guarantor in accordance with clause 28 (Changes to the Obligors and release of Security) of the Credit Agreement.

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

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**Amendment Deed to the Security Agreement** means an amendment deed entered into on the Effective Date amending the Security Agreement.

**Ancillary Document** means each document relating to or evidencing the terms of an Ancillary Facility.

**Ancillary Facility** means any ancillary facility listed in clause 9.1 (Type of Ancillary Facility) of the Credit Agreement made available to a Borrower by an Ancillary Lender in accordance with the terms of an Ancillary Document.

**Ancillary Lender** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility and which (in the case of an Affiliate of a Lender) executes an Accession Letter to accede to the Credit Agreement.

**Arranger** means Barclays Capital, the investment banking division of Barclays Bank PLC, Bayerische Landesbank, London Branch, BNP Paribas, Coöperative Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), London Branch, Lloyds TSB Bank Plc, and the Royal Bank of Scotland plc as mandated lead arrangers and book runners (each an Arranger, together the Arrangers).

**Bond and Floating Charge** means the bond and floating charge dated 27 March 2009 entered into by Premier Brands Limited and the Security Trustee.

**Bond Trustee** means any trustee for permitted bondholders in its capacity as Permitted Bondholder Trustee under the Permitted Bond Documents.

**Borrower** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (Changes to the Obligors and release of Security) of the Credit Agreement.

**Citadel Insurance** means Citadel Insurance Company Limited, a limited liability company incorporated in the Isle of Man with registered number 30246.

**Combined Premier Pension Scheme Framework Agreement** means the pension scheme framework agreement dated 15 February 2007 between the PFPS Trustee, the PGPPS Trustee, Brian Carlton and Malcolm Connelly (as trustee representatives of the Premier Ambient Products Pension Scheme (as defined therein) and the Parent.

**Credit Agreement** means the original £2,100,000,000 term and revolving credit facilities agreement dated 3 December 2006 as amended by a supplemental agreement dated 5 December 2006 and as amended and restated on 22 December 2006, 16 March 2007, 29 June 2007, 28 February 2008 and 5 March 2009 between among others the Chargor and the Security Trustee.

**Deed of Acknowledgement** means the deed of acknowledgement entered into on the Effective Date by each Obligor which is entering into a transfer of shares or assets





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contemplated in the steps paper set out in Schedule 4 (Steps Paper) of the Supplemental Agreement and the Security Trustee acknowledging that all such transfers of shares or assets are made subject to the existing Security in place under the Security Documents.

**Effective Date** means the date on which the Facility Agent notifies the Parties to the Supplemental Agreement that it has received all of the documents set out in Schedule 3 (Conditions Precedent Documents) of the Supplemental Agreement in form and substance satisfactory to the Facility Agent.

**Encumbrance** means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, encumbrance or security interest having similar effect.

**Event of Default** has the meaning defined in the Intercreditor Agreement which is:

- (a) a Facilities Agreement Event of Default; or
- (b) a Permitted Bond Event of Default.

**Expanded Secured Party** has the meaning defined in the Intercreditor Agreement, which means from the Acquisition Closing Date:

- (a) a Secured Party;
- (b) the RHM Pension Trustee; or
- (c) the Premier Pension Trustees.

**Expanded Security Documents** means:

- (a) the Security Documents (other than the Mandatory Prepayment Account Charge); or
- (d) any other document in form and substance satisfactory to the Security Agent under which any Obligor grants Security in favour of the Expanded Secured Parties.

**Facilities** means the Term Facility or the Revolving Facility.

**Facilities Agreement Event of Default** means an Event of Default as defined in the Credit Agreement which is in any event or circumstance specified as such in clause 26 (Events of Default) of the Credit Agreement.

**Facility Agent** means Lloyds TSB Bank Plc as facility agent of the Lenders.

**Fee Letter** means:

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- (a) any letter or letters made between an Arranger and PFI (or the Facility Agent and PFI) setting out any of the fees referred to in clause 15 (Fees) of the Credit Agreement;
- (b) any other agreement setting out fees in accordance with clause 9.5(b)(i) (Terms of Ancillary Facilities) of the Credit Agreement; and
- (c) any other fee letter designated as such by the Facility Agent and the Obligors' Agent.

**Finance Document means:**

- (a) the Credit Agreement;
- (b) any Fee Letter;
- (c) any Accession Letter;
- (d) any Resignation Letter,
- (e) any Security Document;
- (f) any Ancillary Document;
- (g) any Hedging Agreement;
- (h) any Transfer Certificate;
- (i) the Intercreditor Agreement;
- (j) the Supplemental Intercreditor Agreement;
- (k) the Supplemental Agreement; and
- (l) any other document designated as a **Finance Document** by the Facility Agent and the Obligors' Agent.

**Finance Document Debt** means all Liabilities payable or owing by any Obligor to the Secured Parties (as defined in the Credit Agreement) under or in connection with the Finance Documents.

**Group** means the Parent and its Subsidiaries for the time being (other than Citadel Insurance), and **member of the Group** means any one of them.

**Guarantor** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 (Changes to the Obligors and release of Security) of the Credit Agreement.

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**Hedge Counterparty** means a Lender or an Affiliate of a Lender acting as a provider of interest rate or foreign exchange hedging in respect of any Term Loans and which (if an Affiliate of a Lender) executes an Accession Letter to accede to the Credit Agreement.

**Hedging Agreement** means any agreement referred to in schedule 12 (Term Loan Hedging) of the Credit Agreement on the March 2009 Effective Date entered into by a Borrower and a Hedge Counterparty for the purpose of hedging interest rate or foreign exchange liabilities in respect of any Term Loan (or any replacement or amendment of that agreement which hedges a notional exposure no greater than that of the original agreement it replaces or amends).

**Holding Company** means a holding company within the meaning of Section 1159 of the Companies Act 2006.

**Intercreditor Agreement** means the intercreditor agreement dated 16 March 2007 between, among others, the Chargor and the Facility Agent in relation to the security package granted in favour of the Secured Parties.

**Irish IP Debenture** means the debenture dated 27 March 2009 governed by Irish law between CF (IP) Limited, H.L. Foods Limited, Marlow Foods Limited, MB (IP) Limited, Premier Ambient Products (UK) Limited, Premier Foods Group Limited, RHBB (IP) Limited, Premier Grocery Products Ireland Limited and the Security Trustee.

**Irish Security Document** means:

- (a) the Irish law governed debenture between (among others) Premier Grocery Products Ireland Limited, Premier Foods Ireland Manufacturing Limited and the Security Trustee;
- (b) the Irish law governed share charge over the shares of Premier Grocery Products Ireland Limited; or
- (c) the Irish law governed share charge over the shares of Premier Foods Ireland Manufacturing Limited.

**Issuing Bank** means Lloyds TSB Bank plc as an issuing bank and any other Lender which has notified the Facility Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Credit Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the **Issuing Bank**); provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Credit Agreement, the Issuing Bank shall be the **Issuing Bank** which has issued or agreed to issue that Letter of Credit.

**Lender** means:

- (a) any Original Lender; and

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- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Credit Agreement in accordance with clause 27 (Changes to the Lenders) to the Credit Agreement,

which in each case has not ceased to be a party to the Credit Agreement in accordance with the terms of the Credit Agreement and as listed in schedule 2 (The Lenders) to the Supplemental Agreement under the heading "Name of Lender".

**Letter of Credit** means a letter of credit substantially in the form set out in schedule 10 (Form of Letter of Credit) to the Credit Agreement or in any other form requested by a Borrower and agreed by the Facility Agent and Issuing Bank.

**Liability** means any present or future liability (actual or contingent), together with:

- (a) any permitted novation, deferral or extension of that liability;
- (b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs;
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise;
- (d) any claim flowing from any recovery by a payment or discharge in respect of that liability on the grounds of preference or otherwise; and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings.

**Majority Secured Parties** means, at any time, the Secured Parties whose share in the outstanding principal amount of Secured Parties' Debt then aggregate 66.67% or more of the aggregate outstanding principal amount of Secured Parties' Debt.

**Mandatory Prepayment Account Charge** means a bank account charge between the Obligors' Agent and the Security Trustee in form and substance satisfactory to the Security Trustee.

**March 2009 Effective Date** means 27 March 2009.

**New Irish Law PGPIIL Share Charge** means the Irish law share charge entered into on the Effective Date by Premier Foods Group Limited and the Security Trustee in relation to the shares in Premier Grocery Products Ireland Limited.

**New Irish Law IP Debenture** means the Irish law IP debenture entered into on the Effective Date by Premier Foods Group Limited and the Security Trustee.

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**New Lender** shall have the meaning given to that term in clause 27.1 (Assignments and transfers by the Lenders) of the Credit Agreement.

**Obligor** means the Parent, a Borrower or a Guarantor.

**Obligors' Agent** means PFI.

**Original Borrowers** means the Subsidiaries of the Parent listed in part 1 of schedule 1 (The Original Parties) under the heading "Name of Original Borrower" in the Credit Agreement.

**Original Guarantors** means the Subsidiaries of the Parent listed in part 1 of schedule 1 (The Original Parties) under the heading "Name of Original Guarantor" in the Credit Agreement.

**Original Lender** means the financial institutions listed in schedule 1 (The Original Parties) to the Credit Agreement under the heading "The Original Lenders".

**Parent** means Premier Foods plc (registration number 5160050).

**Permitted Bond** means the issuance of debt securities (other than those with a maturity of less than or equal to 365 days) in the capital markets which is made or guaranteed by a member of the Group the proceeds of which are applied in prepayment of the Facilities in accordance with clause 11.10 (Debt/Equity issues) of the Credit Agreement.

**Permitted Bond Creditor** means a Permitted Bondholder or the Bond Trustee.

**Permitted Bond Debt** means all Liabilities of any Obligor to any Permitted Bond Creditor under or in connection with any Permitted Bond Document.

**Permitted Bond Document** means the Permitted Bonds, any trust deed, indenture, agency agreement or terms and conditions relating to the Permitted Bonds, and any other document creating or evidencing the Permitted Bonds, in each case which has been identified as a Permitted Bond Document by the Parent and the Secured Parties' Facility Agent.

**Permitted Bond Event of Default** means an Event of Default as defined in the Permitted Bond Documents.

**Permitted Bondholders** means any holders of the Permitted Bonds from time to time.

**Permitted Bondholder Trustee** means any trustee for Permitted Bondholders in its capacity as Permitted Bondholder Trustee under the Permitted Bond Documents.

**PFI** means Premier Foods Investments Limited, a limited liability company incorporated in England and Wales with registered number 04426994.

**PFPS Trustee** means Premier Foods Pension Scheme Trustees Limited as sole trustee of the Premier Foods Pension Scheme.

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**PGPPS Trustee** means Premier Grocery Products Pension Scheme Trustees Limited as sole trustee of the Premier Grocery Products Pension Scheme.

**Premier Employers** means the employers participating in the relevant Premier Pension Scheme.

**Premier Foods Pension Scheme** means the occupational pension scheme known as the Premier Foods Pension Scheme which at the date of the Intercreditor Agreement is governed by a trust deed dated 22 December 1997 and rules adopted thereunder, in each case subsequently amended.

**Premier Grocery Products Pension Scheme** means the occupational pension scheme known as the Premier Grocery Products Pension Scheme which as at the date of the Intercreditor Agreement is governed by a definitive trust deed and rules made with effect from 6 September 1999 as subsequently amended.

**Premier Pension Scheme Document** means:

- (a) the Combined Premier Pension Scheme Framework Agreement;
- (b) the Premier Pension Scheme Guarantees;
- (c) the 2009 Framework Agreement; or
- (d) the Expanded Security Document.

**Premier Pension Schemes** means, together, the Premier Foods Pension Scheme and the Premier Grocery Products Pension Scheme. Where the context requires **Premier Pension Schemes** shall apply separately to each of the Premier Foods Pension Scheme and the Premier Grocery Products Pension Scheme and Premier Pension Scheme shall be construed accordingly.

**Premier Pension Schemes Guarantees** means all of the guarantees entered into on or about the date of the Letter of the Intercreditor Agreement by the Original Guarantors pursuant to which each Original Guarantor guarantees to each Premier Pension Trustee the performance of Premier Employers' obligations in terms of the relevant Premier Pension Schemes Obligations.

**Premier Pension Schemes Obligations** means all Liabilities payable or owing by any Obligor to the Premier Pension Schemes under or in connection with the Premier Pension Scheme Documents.

**Premier Pension Trustees** means the PFPS Trustee and the PGPPS Trustee. Where the context requires **Premier Pension Trustees** shall apply separately to each of the PFPS Trustee and the PGPPS Trustee and Premier Pension Trustee shall be construed accordingly.

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**Registered IPRs** means the assets listed in Schedule 1 (Registered IPR) to this Form MG06.

**Relevant Document** means:

- (a) a Secured Parties' Finance Document;
- (b) an RHM Pension Scheme document;
- (c) a Premier Pension Scheme Document; or
- (d) any Expanded Security Document.

**Resignation Letter** means a letter substantially in the form set out in schedule 7 (Form of Resignation Letter) of the Credit Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

**Revolving Facility** means the revolving credit facility made available under the Credit Agreement.

**RHM Employers** means the employers participating in the RHM Pension Scheme.

**RHM Pension Scheme** means the pension scheme governed by a trust deed and rules dated 23 December 2008 and effective 1 January 2009, pursuant to which Premier Foods Group Services Limited is a principal employer and, as at the date of the Intercreditor Agreement, only two employers participating in the RHM Pension Scheme are Premier Foods Group Limited (registration number 00281728) and Premier Foods Group Services Limited (registration number 03977318).

**RHM Pension Scheme Document** means:

- (a) the RHM Pension Scheme Framework Agreement;
- (b) the RHM Pension Scheme Guarantee;
- (c) the 2009 Framework Agreement; or
- (d) any Expanded Security Document.

**RHM Pension Scheme Framework Agreement** means the pension scheme framework agreement dated 14 February 2007 between RHM Pension Trustee, the Parent and RHM plc.

**RHM Pension Scheme Guarantee** means the guarantee entered into on or about the date of the Intercreditor Agreement by the Original Guarantors pursuant to which each Original Guarantor guarantees to the RHM Pension Trustee the performance of the RHM Employers' obligations in terms of the RHM Pension Scheme Obligations.

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**RHM Pension Scheme Obligations** means all Liabilities payable or owing by any Obligor to the RHM Pension Scheme under or in connection with the RHM Pension Scheme Documents.

**RHM Pension Trustee** means RHM Pension Trust Limited as sole trustee of the RHM Pension Scheme.

**RHM Share Security Agreement** means the Security over Shares Agreement dated 13 April 2007 in relation to the shares of RHM Group Services Limited and RHM Group Limited, identified as a Security Document in part 4 (Security Documents) of schedule 2 (Conditions Precedent and Subsequent) of the Credit Agreement.

**Secured Parties** means the Security Trustee, the Facility Agent, each Lender, each Arranger, the Issuing Bank, each Ancillary Lender and each Hedge Counterparty from time to time party to the Credit Agreement.

**Secured Parties' Debt** means the Finance Document Debt and the Permitted Bond Debt.

**Secured Parties' Facility Agent** means Lloyds TSB Bank Plc as facility agent of the Secured Parties.

**Secured Parties' Finance Document** means a Finance Document (other than the Mandatory Prepayment Account Charge) or a Permitted Bond Document.

**Security** means any security created by the Deed.

**Security Agent** means Lloyds TSB Bank Plc.

**Security Agreement** means the Deed.

**Security Documents** means each of the following documents:

- (a) the security documents identified in paragraphs 1 and 2 of part 4 (Security) of schedule 2 (Conditions Precedent and Subsequent) of the Credit Agreement;
- (b) the security documents identified in part 5 (Conditions Subsequent Documents) of schedule 2 (Conditions Precedent and Subsequent) of the Credit Agreement;
- (c) the Mandatory Prepayment Account Charge;
- (d) the Bond and Floating Charge;
- (e) the Irish IP Debenture;
- (f) each Irish Security Document;
- (g) the Security Agreement;



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- (h) the Deed of Acknowledgement;
- (i) the Amendment Deed to the Security Agreement,
- (j) the Supplemental RHM Share Security Agreement;
- (k) the New Irish law PGPIL Share Charge;
- (l) the New Irish law IP Debenture; and
- (m) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

**Security Interest** means a mortgage, charge, pledge, hypothecation, lien or other security interest securing any obligation of any person other than any other agreement or arrangement having a similar effect.

**Security Trustee** means Lloyds TSB Bank plc as security trustee for the Expanded Secured Parties which expression shall include any person for the time being appointed as an additional trustee in accordance with the terms of the Credit Agreement.

**Subsidiary** means:

- (a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006.

**Supplemental Agreement** means the supplemental agreement dated 23 December 2009 between (among others) the Chargor and the Security Trustee amending and restating the Credit Agreement.

**Supplemental Intercreditor Agreement** means the supplemental agreement dated 5 March 2009 between (among others) the Chargor and the Security Trustee amending and restating the Intercreditor Agreement.

**Supplemental RHM Share Security Agreement** means the supplemental agreement entered into on the Effective Date by RHM Group Three Limited and Premier Foods Group Services Limited amending and supplementing the RHM Share Security Agreement to take Security over the New Issued Shares.

**Term Facility** means the term loan facility made available under the Credit Agreement as described and defined in paragraph 9(a) of clause 2.1 (The Facilities) of the Credit Agreement.

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Particulars of a charge subject to which property has been acquired

### 7 Short particulars of all the property mortgaged or charged

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

Short particulars

**Term Loan** means a loan made or to be made under the Term Facility or the principal amount outstanding for the time being of that loan.

**Transfer Agreement** means the agreement transferring the Transferred Assets from the Chargor to the Transferee with effect from 1 January 2010.

**Transfer Certificate** means a certificate substantially in the form set out in schedule 5 (Form of Transfer Certificate) of the Credit Agreement with all information required in respect of the New Lender properly completed, or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

**Transferred Assets** means:

- (a) the Registered IPRs;
- (b) all goodwill attaching to the Registered IPRs; and
- (c) the right to sue for damages and other remedies for any infringement of any of the rights attached to the Transferred Assets which occurred prior to the date of the Transfer Agreement,

with full title guarantee subject to all Encumbrances existing at the date of the Transfer Agreement.

**7** Short particulars of all the property mortgaged or charged

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

Short particulars

**SCHEDULE 1**

**REGISTERED IPR**

Trade mark	Jurisdiction	Registration number	Classes
ANGEL DELIGHT	Ireland	207431	29, 30
ANGEL DELIGHT	Ireland	102084	30
ANGEL DELIGHT (devil)	Ireland	221539	30, 29
ANGEL DELIGHT(bac k pack)	Ireland	210706	29, 30
BIRD'S	Ireland	52517	29, 30
BIRD'S	Ireland	52519	32
BIRD'S ICE MAGIC	Ireland	103709	30, 29
BIRDS WOODEN STYLE	Ireland	44119	29, 30
BRANSTON	Ireland	56375	30
BRANSTON	Ireland	52840	29
CROSSE & BLACKWELL	Ireland	203600	42, 35, 41
CROSSE & BLACKWELL	Ireland	53296	33, 32
CROSSE & BLACKWELL	Ireland	52851	29
CROSSE & BLACKWELL	Ireland	52852	30
CROSSE & BLACKWELL	Ireland	52853	31
CROSSE & BLACKWELL	Ireland	52854	32
CROSSE & BLACKWELL Crown Logo	Ireland	120828	30, 29
DREAM TOPPING	Ireland	96743	30
GALE'S	Ireland	120971	29
GALE'S	Ireland	85261	30
SARSON'S	Ireland	78121	30
SUN-PAT	Ireland	64962	31, 29, 30
THE BIRD'S	Ireland	212056	32, 29, 30

# MG06 - continuation page

Particulars of a charge subject to which property has been acquired

## 7 Short particulars of all the property mortgaged or charged

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

Short particulars

DESSERT COMPANY and Spoon Colour Device			
THREE BIRDS 1998 Colour Device	Ireland	212055	30, 29, 32
THREE BIRDS IN A CIRCLE	Ireland	94730	30, 29
WAISTLINE	Ireland	113433	29, 30
WAISTLINE	Ireland	173276	29, 30



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 281728**

**CHARGE NO. 34**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE FOR ALL SUMS DUE  
OR TO BECOME DUE UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE SECURED ON THE PROPERTY ACQUIRED BY  
PREMIER FOODS GROUP LIMITED ON THE 1 JANUARY 2010  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 15 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JANUARY  
2010

*platt*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES