

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



00280128

Name of company

* MCDOUGALLS FOODS LIMITED (the "Company")

Date of creation of the charge

12th October, 2000

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of accession (the "Deed") to a debenture (the "Debenture") dated 11th September, 2000 between RHM Group One Limited, the Chargors (as defined below) and Morgan Guaranty Trust Company of New York as agent and trustee for itself and each of the Lenders (as defined below) (the "Security Agent").

Amount secured by the mortgage or charge

(See Continuation Sheet No.1)

Names and addresses of the mortgagees or persons entitled to the charge

Morgan Guaranty Trust Company of New York
60 Victoria Embankment
London

Postcode EC4Y 0JP

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

Allen & Overy
One New Change
London

EC4M 9QQ

EDCG/CLC/BK:783306.1

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0492
17/10/00

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CHFP025

Please do not
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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

(See Continuation Sheet No.2)

Please do not
write in
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Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Allen & Over

Date

16.7.2000

On behalf of ~~[company]~~ [mortgagee/chargee] †

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases 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. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Companies Form 395

McDougalls Foods Limited (Company number 00280128)

Amount secured by the mortgage or charge (Continuation Sheet No. 1)

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Lenders (or any of them) under the Finance Documents (or any of them) together with all costs, charges and expenses incurred by the Lenders (or any of them) in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents for which any Obligor is liable under the Finance Documents on a full indemnity basis (together the "Secured Liabilities"),

PROVIDED THAT any obligation which, if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985 or, in relation to an Obligor incorporated in the Republic of Ireland, Section 60 (as amended) of the Companies Act 1963 of the Republic of Ireland or, in relation to an Obligor incorporated in Northern Ireland, Section 161 of the Companies (Northern Ireland) Order 1996 or any analogous provision of any law in any other jurisdiction shall not be included in the definition of "Secured Liabilities".

1. Pursuant to the terms of the Debenture to which the Company acceded pursuant to the Deed, the Company with full title guarantee as security for the payment and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as agent and trustee for itself and each of the Lenders):
 - (a) by way of a first legal mortgage all the property (if any) now belonging to it and specified in Schedule A to this Companies Form 395 (which if leasehold is a Certificated Property), 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 and any moneys paid (after the date of the Debenture) or payable in respect of such covenants;
 - (b) by way of first legal mortgage all estates or interests in any freehold property or any leasehold property (which if leasehold is a Certificated Property) and any rights under any licence or other agreement or document which gives any Chargor a right to occupy or use property in each case constituting a legal interest in land (except any Security Assets specified in paragraph (a) above), wheresoever situate now belonging to it 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 and any moneys paid (after the date of the Debenture) or payable in respect of such covenants;
 - (c) by way of first fixed charge:
 - (i) to the extent not the subject of a legal mortgage under paragraph (a) or (b) above and subject, in the case of leasehold property only to the receipt of any third party consents or waivers referred to in paragraph (A) below, all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives any Chargor a right to occupy or use property, wheresoever situate belonging to it 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 and any moneys paid (after the date hereof) or payable in respect of such covenants;
 - (ii) all plant, machinery, equipment, computers and vehicles ("Equipment") owned by it and its interest in any plant, machinery, equipment, computers and vehicles in its possession to the extent that such charge does not breach the terms of any asset leasing/purchasing arrangement financing the purchase of such Equipment permitted under the Senior Credit Agreement and/or the Mezzanine Credit Agreement;
 - (iii) to the extent not the subject of a legal mortgage under paragraph (d) below, the Shares and its interest in all the Shares and their Related Rights;
 - (iv) all moneys from time to time standing to the credit of any account (including its Security Accounts and any accounts held with the Facility Agent) with any person and the debts represented thereby;
 - (v) (to the extent not effectively assigned under Clause 4 (Assignments) of the Debenture) all benefits in respect of its Insurances and all claims and returns of premiums in respect of them which it is not legally obliged to pay to

employees of the Group or any other person (not being a member of the Group) in respect of whom such Insurances were taken out;

- (vi) all of its present and future book and other debts, the proceeds of the same and all other moneys from time to time due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing and the proceeds of the same;
- (vii) (to the extent that they do not fall within any other sub-paragraph of this paragraph (c) and are not effectively assigned under Clause 4 (Assignments) of the Debenture) all of its rights and benefits under the Relevant Agreements, any distributorship or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
- (viii) its present and future goodwill;
- (ix) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in Clause 2 (Fixed Security) of the Debenture and the right to recover and receive all compensation which may be payable to it in respect of them;
- (x) its present and future uncalled capital;
- (xi) its present and future Intellectual Property Rights (including the patents and trademarks specified in Schedule B to this Companies Form 395); and
- (xii) any beneficial interest, claim or entitlement of it to any assets of any pension fund (excluding any asset required to meet the liabilities to the beneficiaries of such pension fund),

PROVIDED THAT any property or assets situate in the Republic of Ireland, Northern Ireland or Scotland and any property or assets the rights in and to which are governed by the laws of the Republic of Ireland, Northern Ireland or Scotland shall be excluded from the mortgages and charges referred to in paragraphs (a), (b) and (c)(i) inclusive above; and

- (d) by way of first legal mortgage all Shares and their Related Rights accruing to all or any of the Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a mortgage,

PROVIDED THAT:

- (A) if, in relation to any leasehold property (other than a property situate in the Republic of Ireland or Northern Ireland), a Chargor is prohibited, either absolutely or conditionally under the terms and conditions of that leasehold property from creating mortgages or charges in relation to that leasehold property (including, without limitation, the condition that consent of a third party is obtained), then a first legal mortgage and first fixed charge shall not affect such leasehold land unless and until, in the case of an absolute prohibition, the prohibition is waived or, in the case of a conditional prohibition, the necessary consent of the landlord is obtained (and where the

leasehold property is Certificated Property the Chargor shall use all reasonable endeavours to obtain such waiver or consent as soon as possible). Upon such waiver or consent being given the Chargor concerned shall promptly execute in favour of the Security Agent by way of further assurance a legal mortgage (in any form consistent with the terms of the Debenture and the further assurance provisions of the Senior Credit Agreement and/or the Mezzanine Credit Agreement) which the Security Agent (acting reasonably) shall require in relation to land; and

- (B) if in relation to any Intellectual Property Right which is otherwise the subject of a fixed charge hereunder, a Chargor is prohibited, either absolutely or conditionally under the terms and conditions of the relevant Intellectual Property Right from creating mortgages or charges or assignments in relation to that Intellectual Property Right (including without limitation the condition that consent of a third party is obtained), then none of the fixed charges created by the Debenture shall affect such Intellectual Property Rights unless and until, in the case of an absolute prohibition, the prohibition is waived or, in the case of a conditional prohibition, any necessary consent is obtained. In the case of an Intellectual Property Right (i) specified in Schedule B to this Companies Form 395, or (ii) which the Facility Agent (acting on the instructions of the Majority Lenders under and as defined in the Senior Credit Agreement acting reasonably) or after the Senior Discharge Date, the Mezzanine Agent (acting on the instructions of the Majority Lenders under and as defined in the Mezzanine Credit Agreement acting reasonably) determines to be an Intellectual Property Right which is material to the business of the Chargor or the Group, the Chargor shall use all reasonable endeavours to obtain such waiver or consent. Upon such waiver or consent being given the Intellectual Property Rights in question shall ipso facto and without any further act on the part of the relevant Chargor be and become subject to the fixed security created by the Debenture; and
- (C) if in relation to any interest any Chargor has in New Food Ingredients Limited, New Food Ingredients (Europe) Limited and Heligold SL (the "**Joint Ventures**") such Chargor is prohibited, either absolutely or conditionally under the terms and conditions of that Joint Venture, or any law or regulation applicable to it, from creating mortgages or charges or assignments over its interests in that Joint Venture (including without limitation the condition that a consent of a third party is obtained), then none of the fixed charges created by the Debenture shall affect any interest in such Joint Venture unless and until, in the case of an absolute prohibition, the prohibition is waived, or, in the case of a conditional prohibition, any necessary consent is obtained (and the relevant Chargor shall use all reasonable endeavours to obtain such waiver or consent as soon as possible). Upon such waiver or consent being given, any interest in the Joint Venture shall ipso facto and without further act on the part of the relevant Chargor be and become subject to the fixed security created by the Debenture.

2. Pursuant to the terms of the Debenture to which the Company acceded pursuant to the Deed, the Company as beneficial owner, as security for the payment and discharge of all the Secured Liabilities:

- (a) by way of first fixed mortgage and charge, grants, conveys, transfers and demises to the Security Agent all that and those freehold and leasehold property in the Republic

of Ireland belonging to it and specified in Schedule A to this Companies Form 395 (which if leasehold is a Certificated Property) and any other freehold or leasehold property (which if leasehold is a Certificated Property) now or in the future vested in the Company which is situate in the Republic of Ireland and the title to which is not registered in the Land Registry of the Republic of Ireland and all buildings and Fixtures thereon (to the extent the same are not subject to a fixed charge under the Debenture) and the proceeds of sale of all or any part thereof to hold the same as to so much thereof as is of freehold tenure unto the Security Agent in fee simple and as to so much thereof as is of leasehold tenure unto the Security Agent for the residue of the respective terms of years for which the Company now holds the same less the last three days of each such term, subject to the proviso for redemption contained at Clause 22 (Release) of the Debenture and subject, in the case of any leasehold properties, to any necessary third party consent being obtained;

- (b) by way of first fixed mortgage and charge, as registered owner or, as the case may be, person entitled to be registered as owner, charges to the Security Agent all that and those freehold or leasehold lands (which if leasehold is a Certificated Property), hereditaments, premises and property in the Republic of Ireland and any other freehold or leasehold property (which if leasehold is a Certificated Property) now or in the future vested in the Company which is situate in the Republic of Ireland registered under the Registration of Title Act, 1964 and specified in Schedule A to this Companies Form 395, together with all buildings and Fixtures thereon (to the extent the same are not subject to a fixed charge under the Debenture) and the proceeds of sale of all or any part thereof with the payment, performance and discharge of the Secured Liabilities subject, in the case of any leasehold properties, to any necessary third party consent being obtained;
- (c) charges to the Security Agent all its other estate, right, title or interests in any land or buildings now belonging to the Company (including, specifically, but not limited to, the lands, hereditaments and premises specified in Schedule A to this Companies Form 395) (whether or not the legal estate is vested in the Company or registered in the name of the Company), and all future estate, right, title or interests of the Company in such lands, hereditaments and premises and in any other freehold or leasehold property (whether or not registered) vested in or held by or on behalf of the Company from time to time and/or the proceeds of sale thereof together in all cases (to the extent the same are not otherwise subject to a fixed charge under the Debenture) all Fixtures (including trade fixtures) and all fixed plant and machinery from time to time therein with the payment, performance and discharge of the Secured Liabilities;
- (d) by way of first fixed mortgage and charge charges to the Security Agent the proceeds of sale of all or any part of the lands mortgaged or charged as referred to in paragraphs (a), (b) and (c) above and the benefit of any covenants for title given by or entered into by any predecessor in title and any money paid (after the date hereof) or payable in respect of such covenants with the payment, discharge and performance of the Secured Liabilities; and
- (e) declares that it shall henceforth stand possessed of such of the said property as is of leasehold tenure for the last day or respective last days of the term or terms of years for which the same is held by it and for any further or other interest which it now has or may howsoever hereafter acquire or become entitled to in the same or any part thereof, in trust for the Security Agent and to be conveyed, assigned or otherwise dealt with whether to the Security Agent or its nominee or otherwise as the Security

Agent shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property and further hereby irrevocably appoints the Security Agent for the time being to be its attorney, in its name and on its behalf and as its act and deed to sign, seal and deliver and otherwise perfect every or any deed or assurance of the leasehold reversion which may be desired by the Security Agent in order to vest in the Security Agent or in any purchaser of the said property or any part thereof, the said leasehold reversion and any further or other interest which it now has or may howsoever hereafter acquire or become entitled to in the said leasehold property or any part thereof,

PROVIDED THAT if, in relation to a leasehold property in the Republic of Ireland specified in Schedule A to this Companies Form 395, the Company is prohibited, either absolutely or conditionally under the terms and conditions of that leasehold property from creating mortgages or charges in relation to that leasehold property (including, without limitation, the condition that consent of a third party is obtained), then a first legal mortgage and first fixed charge shall not affect such leasehold land unless and until, in the case of an absolute prohibition, the prohibition is waived or, in the case of a conditional prohibition, the necessary consent of the landlord is obtained (and where the leasehold property is a Certificated Property the Company shall use all reasonable endeavours to obtain such waiver or consent as soon as possible). Upon such waiver or consent being given the Company shall promptly execute in favour of the Security Agent by way of further assurance a legal mortgage (in any form consistent with the terms of the Debenture to which the Company accedes pursuant to the Deed and the further assurance provisions of the Senior Credit Agreement and the Mezzanine Credit Agreement) which the Security Agent (acting reasonably) shall require in relation to such leasehold land and such mortgage shall contain an appropriate certificate for the purposes of Section 45 of the Irish Land Act, 1965.

3. Pursuant to the terms of the Debenture to which the Company acceded pursuant to the Deed, the Company as beneficial owner, as security for the payment and discharge of all Secured Liabilities:
 - (a) by way of fixed mortgage demises unto the Security Agent such of the freehold and leasehold property in Northern Ireland belonging to it and specified in Schedule A to this Companies Form 395 (which if leasehold is a Certificated Property) and any other freehold or leasehold property (which if leasehold is a Certificated Property) now vested in the Company which is situate in Northern Ireland and the title to which is not registered at the Land Registry of Northern Ireland together in all cases (to the extent the same are not otherwise subject to a fixed charge hereunder) with all Fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and the proceeds of sale of any part thereof and to hold such of the same as are of leasehold tenure for the residue now unexpired of the terms of years for which the same are held by the Company except the last day of any such term and to hold such of the same as are freehold tenure for the term of 10,000 years from the date of the Debenture, subject to the proviso for redemption contained in Clause 22 (Release) of the Debenture subject, in the case of any leasehold properties, to any necessary third party's consent being obtained;
 - (b) by way of fixed charge charges in favour of the Security Agent all that property in Northern Ireland (comprised in the folios and more particularly set out in Schedule A to this Companies Form 395 (which if leasehold is a Certificated Property) and any other freehold or leasehold property (which if leasehold is a Certificated Property) together in all cases (to the extent the same are not otherwise subject to a fixed charge hereunder) with all Fixtures and fittings (including trade fixtures and fittings) and

fixed plant and machinery from time to time therein or thereon and the proceeds of sale of all or any part thereof with the payment to the Security Agent of all monies due or to become due by the Company to the Security Agent and hereby consents to the charge created by the Debenture being registered as a burden on such property subject to the proviso for redemption contained at Clause 22 (Release) of the Debenture subject, in the case of any leasehold properties, to any necessary third party's consent being obtained;

- (c) by way of first fixed charge to the extent not the subject of a legal mortgage referred to under paragraphs (a) or (b) above all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives any Chargor a right to occupy or use property, wheresoever situate belonging to it 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 and any moneys paid (after the date of the Debenture) or payable in respect of such covenants;
- (d) charges to the Security Agent the proceeds of sale of all or any part of the lands mortgaged or charged as referred to in paragraphs (a), (b) and (c) above and the benefit of all estates or interests in any freehold or leasehold property belonging to it; and
- (e) declares that it shall henceforth stand possessed of any reversion vested in it in respect of any of the said freehold and leasehold property which is situate in Northern Ireland (and the title to which is not registered at the Land Registry of Northern Ireland) in trust for the Security Agent and to be conveyed, assigned or otherwise dealt with whether to the Security Agent or its nominee or otherwise as the Security Agent shall direct but subject to the same equity of redemption as may for the time being be subsisting therein AND FURTHER by the Debenture attorns tenant of the Security Agent in respect of each such property,

PROVIDED THAT if, in relation to any leasehold property in Northern Ireland specified in Schedule A to this Companies Form 395 the Company is prohibited, either absolutely or conditionally under the terms and conditions of that leasehold property from creating mortgages or charges in relation to that leasehold property (including, without limitation the condition that consent of a third party is obtained), then a first legal mortgage and first fixed charge shall not affect such leasehold land unless and until, in the case of an absolute prohibition, the prohibition is waived or, in the case of a conditional prohibition, the necessary consent of the landlord is obtained (and where the leasehold property is Certificated Property the Company shall use all reasonable endeavours to obtaining such waiver or consent as soon as possible). Upon such waiver or consent being given the Company shall promptly execute in favour of the Security Agent by way of further assurance a legal mortgage or charge (in any form consistent with the terms of the Debenture and the further assurance provisions of the Senior Credit Agreement and/or the Mezzanine Credit Agreement) which the Security Agent (acting reasonably) shall require in relation to land.

- 4. (a) Pursuant to the terms of the Debenture to which the Company acceded pursuant to the Deed, the Company with full title guarantee and as security for the payment of all of the Secured Liabilities, charges in favour of the Security Agent by way of a first floating charge all its undertaking and assets both present and future (including, without limitation, any undertaking and assets situated in Scotland (whether or not the same may be mortgaged or charged by way of standard security)), subject always to

all mortgages, fixed charges and assignments created by or pursuant to Clause 2 (Fixed Security), Clause 4 (Assignments) or any other provision of the Debenture.

- (b) In the Debenture to which the Company acceded pursuant to the Deed the Company undertakes to each Lender that, save as expressly permitted under the terms of the Debenture, the Senior Credit Agreement (including without limitation Clause 23.5 (Negative Pledge) and 23.6 (Disposals)) and the Mezzanine Credit Agreement (including without limitation Clause 19.5 (Negative Pledge) and 19.6 (Disposals)) it will not:
 - (i) create or permit to subsist any Security Interest over all or any of the Security Assets other than pursuant to the Debenture or any other Security Document; or
 - (ii) dispose of or agree to dispose of or deal in all or any part of the Security Assets or any interest therein.
- 5. (a) Pursuant to the terms of the Debenture to which the Company acceded pursuant to the Deed, the Company with full title guarantee, as continuing security for the payment, discharge and performance of the Secured Liabilities, assigns and agrees to assign to the Security Agent (as agent and trustee for itself and each of the Lenders) all its right, title and interest (if any) in and to:
 - (i) the Hedging Documents;
 - (ii) the Acquisition Agreements;
 - (iii) the Insurances; and
 - (iv) the Intercompany Documents.
- (b) To the extent that any such right, title and interest described in paragraph (a) above is not assignable or capable of assignment, the assignment thereof described in paragraph (a) above shall operate as:
 - (i) in the case of the Insurances, an assignment of any and all proceeds of the Insurances received by the Company; and
 - (ii) in the case of the other Relevant Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof,

in each case as continuing security for the payment, discharge and performance of the Secured Liabilities.

The following terms used in this Companies Form 395 have the meanings set out below:

"Account Bank" means a person with whom a Security Account is maintained under Clause 10 (Security Accounts) of the Debenture;

"Acquisition" means the acquisition by RHM Group Four Limited of all the shares of each of the Targets in accordance with the Acquisition Agreements;

"Acquisition Agreements" means:

- (a) the Share Purchase Agreement;
- (b) the tax covenant to be entered into at Closing by Tomkins PLC and RHM Group Four Limited; and
- (c) the environmental deed to be entered into at Closing by Tomkins PLC and RHM Group Four Limited,

and all stock transfer forms and other transfers of shares made under any of the above;

"Arrangers" means each of the Lead Arranger and the Co-Lead Arrangers;

"Certificated Property" means any freehold and/or leasehold property in respect of which a Certificate of Title has been prepared;

"Certificates of Title" means the certificates of title prepared by:

- (a) Slaughter & May in respect of the Main Properties situated in England and Wales;
- (b) McGrigor Donald in respect of the Main Properties situated in Scotland; and
- (c) Arthur Cox in respect of the Main Properties situated in Northern Ireland.

"Chargor" means the companies listed in Schedule D and each company which becomes a party to the Debenture by executing a Deed of Accession;

"Closing" means the date on which the Acquisition is completed under the Acquisition Agreements;

"Co-Lead Arrangers" means each of Lehman Brothers International (Europe), The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland;

"Co-ordinator" means J.P. Morgan Securities Ltd. as co-ordinator;

"Declared Default" means an Event of Default which has resulted in the Facility Agent serving a notice under Clause 24.18(a) or (c) of the Senior Credit Agreement and/or an Event of Default which has resulted in the Mezzanine Agent serving notice under any provision of Clause 20.18(a) or (c) of the Mezzanine Credit Agreement (as the case may be);

"Deed of Accession" means a deed substantially in the form of Schedule 8 to the Debenture executed, or to be executed, by a Chargor;

"Event of Default" has the meaning given to that term in the Senior Credit Agreement and/or the meaning given to that term in the Mezzanine Credit Agreement (as the case may be);

"Facility Agent" means Morgan Guaranty Trust Company of New York in its capacity as agent for the Senior Lenders under the Senior Credit Agreement and its permitted successors and assigns;

"Finance Documents" has the meaning given to that term in the Senior Credit Agreement until the Senior Discharge Date and, thereafter, in the Mezzanine Credit Agreement;

"Fixtures" means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property;

"Group" means RHM Group One Limited and its Subsidiaries;

"Hedging Bank" means each bank or financial institution named in Schedule 4 to the Priority Deed and any other bank or financial institution which becomes a party to the Priority Deed as a Hedging Bank under Clause 5.1 (Accession of Hedging Banks) of the Priority Deed, in each case in its capacity as provider of interest rate or currency swap or hedging facilities to any of the Obligors as contemplated in the Hedging Letter;

"Hedging Document" means each master agreement, confirmation or other document evidencing any interest rate or currency hedging facility provided by a Hedging Bank to an Obligor, which facility is specified in Schedule 4 to the Priority Deed or has been approved by the Facility Agent and the Mezzanine Agent under Clause 5.1 (Accession of Hedging Banks) to the Priority Deed (collectively, the **"Hedging Documents"**);

"Hedging Letter" has the meaning given to it in Clause 23.13 (Treasury transactions) of the Senior Credit Agreement;

"Insurances" means all contracts and policies of insurance taken out by any Chargor or on behalf of any Chargor by any other Group company or (to the extent of its interest) in which any Chargor has an interest;

"Intellectual Property Rights" means:

- (a) all know-how, patents, trade marks, service marks, designs, business names, domain names, topographical or similar rights;
- (b) any copyrights, database rights and other intellectual property rights; and
- (c) any interests (including by way of licence) in any of the foregoing,

(in each case whether registered or not and including all applications for the same) including, without limitation, the trademarks, patents and registered designs details of which are set out in Schedule B to this Companies Form 395;

"Intercompany Documents" has the meaning given to that term in the Priority Deed;

"Issuing Bank" means The Royal Bank of Scotland plc as issuing bank;

"Lead Arranger" means J.P. Morgan Securities Ltd. as lead arranger;

"Lender" means each of the Co-ordinator, the Arrangers, the Issuing Bank, the Facility Agent, the Security Agent, the Senior Lenders and any Hedging Bank, together with the Mezzanine Lenders, the Mezzanine Agent and all other parties (not being an Obligor) to or having an interest under the Finance Documents from time to time.

"Main Properties" means each of the properties specified in Schedule 11 to the Senior Credit Agreement and Schedule 10 to the Mezzanine Credit Agreement;

"Mezzanine Agent" means Morgan Guaranty Trust Company of New York in its capacity as agent for the Mezzanine Lenders under the Mezzanine Credit Agreement and any of its permitted successors or assigns;

"Mezzanine Credit Agreement" means the £245,000,000 mezzanine credit agreement dated on or about the Signing Date between, amongst others, RHM Group One Limited, RHM Group Two Limited, RHM Group Three Limited, RHM Group Four Limited and the Security Agent;

"Mezzanine Lenders" means the Lenders as defined in the Mezzanine Credit Agreement;

"Mortgaged Property" means any freehold or leasehold property the subject of the security created by the Debenture (including, without limitation, any such property acquired by any Chargor after the Signing Date);

"Obligor" means each Obligor under, and as defined in, the Senior Credit Agreement and each Obligor under, and as defined in, the Mezzanine Credit Agreement;

"Priority Deed" means the priority deed dated on or about the Signing Date between, among others, RHM Group One Limited, the Obligors, the Lenders, the Investors (as defined therein) and certain other members of the Group which ranks and subordinates the claims of certain creditors of certain members of the Group;

"Related Rights" means (i) any dividend or interest paid or payable in relation to any Shares, (ii) any stocks, shares, securities, rights, moneys or property accruing or offered at any time (whether by way of redemption, substitution, exchange, bonus, preference, option rights or otherwise) in relation to or in respect of any of the Shares and (iii) all dividends, interest or other income in respect of any such asset as is referred to in (ii) of this paragraph;

"Relevant Agreements" means the Acquisition Agreements and each other agreement or instrument assigned or purported to be assigned pursuant to Clause 4 (Assignments) of the Debenture and/or any Deed of Accession, together with any and each other agreement or instrument supplementing or amending any such agreement or contract;

"Security Account" means an account established under Clause 10 (Security Accounts) of the Debenture;

"Security Assets" means all assets of each Chargor the subject of any security created by the Debenture;

"Security Documents" means the Debenture, each Deed of Accession and any other document evidencing or creating security over any asset of any Obligor to secure any obligation of any Obligor to a Lender under the Finance Documents;

"Security Interest" means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, standard security, security interest or trust arrangement for the purpose of providing security or any other agreement or arrangement having a similar effect;

"Security Shares" means the Shares and the Related Rights and, in the case of each Chargor, means such of the Shares as are held by it at the relevant time, together with all Related Rights in respect thereof;

"Senior Credit Agreement" means the senior credit agreement dated 21st July, 2000 as amended and restated on 31st August, 2000 between RHM Group One Limited, the Obligors named therein, the

Companies Form 395

McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 12)

Co-ordinator, the Lead Arranger, the Co-Lead Arrangers, the Senior Lenders named therein, the Issuing Bank, the Facility Agent and the Security Agent;

"Senior Discharge Date" has the meaning given to that term in the Priority Deed;

"Senior Lenders" means the Lenders as defined in the Senior Credit Agreement;

"Share Purchase Agreement" means the share purchase agreement dated on or about the Signing Date between Tomkins PLC and RHM Group Four Limited;

"Shares" means all shares specified in Schedule C to this Companies Form 395 and in the case of each Chargor, means such of those shares as are set out opposite its name in Schedule C to this Companies Form 395 and any other stocks, shares, debentures, bonds or other securities and investments now or in the future owned by any Chargor (excluding any shares in S.T.I. (U.K.) Limited (registered number 3131583));

"Signing Date" means 21st July, 2000;

"Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than fifty per cent. (50%) of the share capital or similar right of ownership;

"control" for this purpose means the power to appoint or remove a majority of the board of directors of the entity or to direct the management and the policies of the entity whether through the ownership of share capital, contract or otherwise; and

"Targets" means:

- (a) Ranks Hovis McDougall Limited (registered number 281728);
- (b) TGP 182 Limited (registered number 2372659); and
- (c) London Superstores Limited (registered number 1358349).

SCHEDULE A

REAL PROPERTY

Part A I - Details of Registered Land (Certificated Property)

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
BGR5/1	J.A. Sharwood & Co. Limited	Greatham Factory Warehouse & Farm Hartlepool Cleveland TS25 2HD	Cleveland	Freehold	DU32519
BGR5/3	Centura Foods Limited	Little Marcle Lane Ledbury Herefordshire HR8 2JT	Ledbury	Freehold	HW103755
BGR5/4	Centura Foods Limited	Middlewich Factory Booth Lane Middlewich Cheshire CW10 0HD	Middlewich	Freehold	CH10739
BGR5/5	Centura Foods Limited	James Robertson and Sons Fitzroy Street Droylsdon Manchester M43 6DR	Droylsdon	Freehold	GM247422 GM197693 GM1556
BGR5/6	Centura Foods Limited	Altrincham Road Wythenshawe Manchester M22 7AH	Wythenshawe	Long leasehold	GM298310
BGR5/7	Centura Foods Limited	Supreme Buildings Spa Street Cobridge Stoke on Trent ST6 2LN	Stoke on Trent	Freehold	SF260824
BRD3/1	British Bakeries Limited	Oldfield Road Greenford	Greenford	Freehold subject to finance lease and short leasehold	MX80784
BRD3/2	British Bakeries Limited	Granby Avenue Birmingham	Birmingham	Freehold/Long leasehold	WM172621 WK223506 WK212022 WK113343 WM50593

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 14)

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
BRD3/3	British Bakeries Limited	Cale Lane Wigan	Wigan	Freehold	GM408542
BRD3/4	British Bakeries Limited	Belmont Road Erith	Erith	Freehold	SGL547015 SGL54658
BRD3/5	British Bakeries Limited	Main Road Watnall Nottingham	Watnall	Freehold	NT121976
BRD3/6	British Bakeries Limited	Duke Street Glasgow	Glasgow	Freehold	GLA72018 (Land Register of Scotland)
BRD3/7	British Bakeries Limited	Stephenson Way Crawley	Crawley	Freehold	WSX204039
BRD3/8	British Bakeries Limited	Burrington Road Plymouth	Plymouth	Freehold	DN185684
BRD3/9	British Bakeries Limited	Chaucer Road Forest Gate	Forest Gate	Freehold	EGL77150
BRD3/10	British Bakeries Limited	Chertsey Road Byfleet	Byfleet	Freehold	SY231475
BRD3/13	British Bakeries Limited	Apollo Road Belfast	Belfast	Long leasehold	Folio No. AN16160L Country Antrim (part unregistered)
BRD3/14	British Bakeries Limited	Gain Lane Bradford	Bradford	Freehold/ Long leasehold	WYK85338 WYK179845 WYK291294 WYK885337 WYK325546 WYK316237
BRD3/16	British Bakeries Limited	The Family Bakery Avonmouth Way Avonmouth Bristol	Avonmouth	Long leasehold	BL26697 BL39317 AV251794 AV253442
BRD3/17	British Bakeries Limited	Wheatfield Road Bakery Newcastle	Newcastle	Freehold	TY39672
BRD3/18	British Bakeries Limited	Toynbee Road Bakery Eastleigh	Eastleigh	Freehold	HP41352 HP407562
BRD3/19	British Bakeries Limited	Toynbee Road Depot Eastleigh	Eastleigh	Freehold	HP180998

Companies Form 395
McDougalls Foods Limited (Company number 00280128)
Short particulars of all the property mortgaged or charged (Continuation Sheet No. 15)

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
CAK4/1	Manor Bakeries Limited	Fish Dam Lane Carlton Barnsley	Carlton	Freehold	SYK357265
CAK4/2	Manor Bakeries Limited	Leigh Road Eastleigh Hampshire	Eastleigh	Freehold	HP480736
CAK4/3	Manor Bakeries Limited	Clayton Lane Trent Vale Stoke on Trent	Stoke on Trent	Freehold	SF76008
FRO1/8	Le Pain Croustillant Limited	Bakery Phase 1 Dean Way Great Western Industrial Park Southall Middlesex	Southall	Short leasehold	AGL61296
ING8/6	Ranks Hovis McDougall Limited/RHM Ingredients Limited	86/87 Manton Road Earlstree Industrial Estate Corby Northants	Corby	Freehold	NN94651
ING8/12	RHM Ingredients Limited	Owl Lane Ossett Wakefield West Yorkshire	Ossett	Freehold	WYK224394 WYK120759
MIL6/3	Rank Hovis Limited	Solent Flour Mills Western Dock Southampton SO9 4LE	Southampton	Long/Short leasehold	HP359039 HP578793 HP578796 HP578799 HP578790
MIL6/4	Rank Hovis Limited	Trafford Mills, Elevator Road Manchester	Manchester	Freehold	GM328474 GM576514 (part unregistered)
MIL6/6	Rank Hovis Limited	Flour Mill Station Road Cambridge	Cambridge	Freehold	CB209333 CB209334 CB227670 CB49162 CB164249
MIL6/7	Rank Hovis Limited	Town Mills Canklow Road Rotherham S60 2JG	Rotherham	Freehold / Leasehold	SYK347638 SYK170469 SYK105010

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 16)

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
PAR6/1	Avana Bakeries Limited	Rogerstone Factory Wern Industrial Estate Newport Gwent	Newport	Freehold	WA717369 WA345955
PAR6/2	Avana Bakeries Limited	Pendyris Street Cardiff	Cardiff	Freehold	WA716794
PAR8/4	Charnwood Foods Limited	Magna Road South Wigston Leicester LE18 4ZH Main factory	Leicester	Freehold	LT262577 LT262575 LT180470 LT13681
PAR1/5	Golden West Foods Limited	Three Cherry Trees Lane Hemel Hempstead Hertfordshire HP2 7HG	Hemel Hempstead	Freehold	HD310833 (part unregistered)
PAR1/6	Golden West Foods Limited	Hareshill Road Heywood Lancashire OL10 2TN	Heywood	Freehold	GM561433
PAR1/7	Golden West Foods Limited	Genner Road/Steel Road Willowbrook North Corby Northants NN17 5FD	Corby	Freehold	NN127397
PAR1/8	Golden West Foods Limited	Houndmills Industrial Estate Basingstoke	Basingstoke	Freehold	HP570368
PAR10/11	RF Brookes Limited	Wern Industrial Estate Rogerstone Newport Gwent NP1 9FQ a) Main Factory (also known as south factory) b) William Evans site (also known as north factory) c) Trebor site	Newport	Freehold	WA717549 WA77355 WA535808

Companies Form 395**McDougalls Foods Limited (Company number 00280128)****Short particulars of all the property mortgaged or charged (Continuation Sheet No. 17)**

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
PAR10/12	RF Brookes Limited	Magna Road South Wigston Leicester LE18 4ZH New 5-6 acre site.	Leicester	Freehold (De Montford is a short leasehold property - storage)	LT211256
PAR10/13	RF Brookes Limited	Rogerstone Park Newport Gwent NP1 9FQ New factory site	Newport	Freehold	WA859509
PRO12/9	RHM Frozen Foods Limited	Unit 18 Aber Park Flint	Flint	Freehold	WA539192
PRO12/12	RHM Frozen Foods Limited	Phase 14 Gillingham Business Park	Gillingham	Long leasehold	KG647851

Part A II - Details of Registered Land (not being Certificated Property)**BGR - BRANDED GROCERY**

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
BGR5/8	Centura Foods Limited	Tetton Bridge Land Moston Middlewich		Freehold	
BGR5/9	Centura Foods Limited	Sports Field Booth Lane Middlewich		Freehold	
BGR5/10	Centura Foods Limited	Glebe Farm Warmington Lane Tetton Middlewich		Freehold	
BGR5/11	Centura Foods Limited	Bowfields Farm Moston Middlewich		Freehold	CH252166

BRD - BREAD

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
BRD3/15	British Bakeries Limited	1 Burnett Road Inverness IV1 1RZ		Freehold	

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 18)

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
BRD3/20	British Bakeries Limited	Glen Road Londonderry BT48 0DA		Part Freehold Part Leasehold	
BRD3/22	British Bakeries Limited	8 Killybrack Road Omagh		Freehold	
BRD3/34	British Bakeries Limited	Units 47-48 Grace Business Centre Willow Lane Mitcham		Freehold	

CAK - CAKE

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
CAK4/20	Manor Bakeries Limited	Glenwell Road Glengormley Co. Antrim		Freehold (being sold)	

ING - INGREDIENTS

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
ING3/1	Holgran Limited	Granary House Wetmore Road Burton on Trent DE14 1TE		Freehold / Leasehold	SF288435
ING4/3	Overseal Foods Limited	1 Park Road Overseal Derbyshire DE12 6JX		Freehold	

MIL - MILLING

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
MIL6/13	Rank Hovis Limited	Isle of Thanet Flour Mills Margate Road Ramsgate Kent CT11 7RR		Freehold	
MIL6/22	Rank Hovis Limited	Atlantic Place Barry		Freehold Sub-let	

Companies Form 395**McDougalls Foods Limited (Company number 00280128)****Short particulars of all the property mortgaged or charged (Continuation Sheet No. 19)****PAR - PARTNERSHIPS**

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
PAR8/4B	Charnwood Foods Limited	Loweth Woods Magna Road South Wigston Leicester LE18 4ZH		Freehold	
PAR8/4C	Charnwood Foods Limited	De Montford (Garage) Magna Road South Wigston Leicester LE18 4ZH		Freehold	

PRO - PRODUCTS AND SERVICES

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
PRO7/2	Pasta Foods Limited	Waveney Mill Great Yarmouth Norfolk		Freehold	
PRO10/7	RHM Foodservice Limited	41 Ashton Vale Road Ashton Gate Bristol		Freehold	
PRO12/10	RHM Frozen Foods Limited	Bentley Moor Lane Adwick-le-Street Doncaster		Part Freehold Part Leasehold	
PRO15/19	Three Cooks Limited	233 High Street Chatham Kent ME4 4BQ		Freehold	K224452
PRO15/20	Three Cooks Limited	211 Manor Road Mitcham Surrey CR4 1JH		Freehold	SGL618735
PRO15/21	Three Cooks Limited	Station Approach 2 King Street Belper Derbyshire DE5 1PS		Freehold	
PRO15/22	Three Cooks Limited	Sparks 40 Middle Street Blackhall Colliery Hartlepool TS27 4EA		Freehold	DU237535

Companies Form 395
McDougalls Foods Limited (Company number 00280128)
Short particulars of all the property mortgaged or charged (Continuation Sheet No. 20)

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
PRO15/23	Three Cooks Limited	Sparks 10 Seaside Lane Easington Colliery Peterlee Co. Durham SR8 3PF		Freehold	DU237536
PRO15/24	Three Cooks Limited	Sparks 11 Blackhills Road Horden Colliery Co. Durham SR8 4LG		Freehold	DU237537
PRO15/25	Three Cooks Limited	Sparks 63-65 King Oswy Drive Hartlepool Cleveland TS24 9PF		Freehold	CE154778
PRO15/26	Three Cooks Limited	Sparks 104 Oxford Road Hartlepool Cleveland TS25 5RT		Freehold	CE154777
PRO15/27	Three Cooks Limited	251 Chillingham Road Newcastle NE6 5LL		Freehold	TY365320

Part B I - Details of Unregistered Property (Certificated Property)

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No. (if part registered)
BRD3/12	British Bakeries Limited	Seaforth Road Ayr	Ayr	Freehold	
BRD3/13	British Bakeries Limited	Apollo Road Belfast	Belfast	Long leasehold	(part unregistered)
MIL6/4	Rank Hovis Limited	Trafford Mills, Elevators Road Manchester	Manchester	Freehold	GM328474 GM576514 (part unregistered)
MIL6/5	Rank Hovis Limited	Atlantic House Atlantic Way No. 2 Dock Barry CF6 6XE		Long leasehold	

Companies Form 395**McDougalls Foods Limited (Company number 00280128)****Short particulars of all the property mortgaged or charged (Continuation Sheet No. 21)**

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No. (if part registered)
MIL6/8	Rank Hovis Limited	Clarence Flour Mills Great Union Street Hull HU9 1AD		Freehold	
MIL6/9	Rank Hovis Limited	Imperial Flour Mills Barlby Road Selby North Yorkshire YO8 7AE		Freehold	
MIL6/10	Rank Hovis Limited	Scotstoun Mill Patrick Bridge Street Glasgow G11 6PH		Freehold	
MIL6/11	Rank Hovis Limited	Junction Mills Millway Road Andover Hants SP10 3EX		Freehold	
MIL6/12	Rank Hovis Limited	Caledonia Mills Leith Edinburgh EH6 6NZ		Long leasehold	
MIL7/34	RHM Technology Limited	The Lord Rank Centre Lincoln and Reynolds Buildings Lincoln Road High Wycombe	High Wycombe	Long leasehold	BM230826 BM177143
PAR1/5	Golden West Foods Limited	Three Cherry Trees Lane Hemel Hempstead Hertfordshire HP2 7HG	Hemel Hempstead	Freehold	HD310833 (part unregistered)
PRO7/1	Pasta Foods Limited	Great Yarmouth Factory Pasteur Road Norfolk (5 parcels of land)		Freehold	
PRO12/11	RHM Frozen Foods Limited	Phase 22 Grosvenor House Gillingham Business Park Gillingham Kent ME8 0TZ		Short leasehold	

Companies Form 395**McDougalls Foods Limited (Company number 00280128)****Short particulars of all the property mortgaged or charged (Continuation Sheet No. 22)**

Part B II - Details of Unregistered Property (not being Certificated Property)

Property Number	Chargor	Postal Address	County/District London Borough	Title	Title No.
ING3/2	Holgran Limited	Paddock Maltings Bridge Street Gainsborough Lincs DN21 1LN		Freehold	

SCHEDULE B

SPECIFIC PATENTS AND TRADEMARKS

PART A

OWNED TRADE MARKS

Trade Mark	Country	Number	Class	Proprietor	Status (Renewal Due)
MOTHERS PRIDE	U.K.	700085	29	British Bakeries Limited	Regd (26 Jul 00)
MOTHERS PRIDE	U.K.	700088	29 30 31 32	British Bakeries Limited	Regd (26 Jul 00)
MOTHERS PRIDE	U.K.	700086	30	British Bakeries Limited	Regd (26 Jul 00)
MOTHERS PRIDE FARMSTEAD	U.K.	771014	30	British Bakeries Limited	Regd (9 Nov 06)
MOTHERS PRIDE CONTINENTAL	U.K.	874043	30	British Bakeries Limited	Regd (9 Jan 10)
MOTHERS COUNTRY PRIDE	U.K.	1013264	30	British Bakeries Limited	Regd (26 June 08)
MOTHERS PRIDE (Device)	U.K.	1182940	30	British Bakeries Limited	Regd (5 Oct 03)
MOTHERS PRIDE COUNTRY PRIDE	U.K.	1208051	30	British Bakeries Limited	Regd (28 Nov 04)
MOTHERS PRIDE TAKE & BAKE	U.K.	1210702	30	British Bakeries Limited	Regd (13 Jan 05)
MOTHERS PRIDE HARVEST GRAIN	U.K.	1210881	30	British Bakeries Limited	Regd (17 Jan 05)
MOTHERS PRIDE COUNTRY PRIDE (Device)	U.K.	1219762	30	British Bakeries Limited	Regd (29 May 05)
MOTHERS PRIDE HOMEBAKE	U.K.	1223367	30	British Bakeries Limited	Regd (24 Jul 05)
MOTHERS PRIDE HOMESTYLE	U.K.	1223369	30	British Bakeries Limited	Regd (24 Jul 05)
MOTHERS PRIDE CHAMPION	U.K.	1270519	30	British Bakeries Limited	Regd (3 Jul 07)
MOTHERS PRIDE PATISSERIE (device)	U.K.	1300101	30	British Bakeries Limited	Regd (5 Feb 08)
CHAMPION SOFTGRAIN (device)	U.K.	1316481	30	British Bakeries Limited	Regd (14 Jul 08)
MOTHERS PRIDE BAKERS CHOICE	U.K.	1372157	30	British Bakeries Limited	Regd (3 Feb 06)
MOTHERS PRIDE PRIZEBAKE	U.K.	1478203	30	British Bakeries Limited	Regd 1478203
MOTHERS PRIDE (Device)	U.K.	1482426	30	British Bakeries Limited	Regd (12 Nov 08)

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 24)

Trade Mark	Country	Number	Class	Proprietor	Status (Renewal Due)
MOTHERS PRIDE FIBREWHITE	U.K.	1530110	30	British Bakeries Limited	Regd (18 Mar 10)
MOTHERS PRIDE (Device) (series)	U.K.	2138546	30	British Bakeries Limited	Regd (5 Jul 07)
MOTHERS PRIDE	U.K.	700087	31	British Bakeries Limited	Regd (26 Jul 00)
GRANARY	U.K.	1152212	16	Rank Hovis Limited	Regd (9 April 02)
GRANARY BREAD	U.K.	1152213	16	Rank Hovis Limited	Regd (9 April 02)
GRANARY (Device)	U.K.	1300348	16	Rank Hovis Limited	Regd (7 Feb 08)
GRANARY MALT FLAKES (Device)	U.K.	552790	30	Rank Hovis Limited	Regd (23 Jul 04)
GRANARY BREAD (Device)	U.K.	563582	30	Rank Hovis Limited	Regd (15 Oct 05)
GRANARY BREAD	U.K.	568964	30	Rank Hovis Limited	Regd (22 May 06)
GRANARY	U.K.	987755	30	Rank Hovis Limited	Regd (22 Feb 07)
GRANARY (Device)	U.K.	1125299	30	Rank Hovis Limited	Regd (7 Dec 00)
GRANARY	U.K.	1142549	30	Rank Hovis Limited	Regd (24 Oct 01)
GRANARY (Device)	U.K.	1142551	30	Rank Hovis Limited	Regd (24 Oct 01)
GRANARY (Device)	U.K.	1300349	30	Rank Hovis Limited	Regd (7 Feb 08)
GRANARY (Device)	U.K.	2038815	30	Rank Hovis Limited	Regd (28 Sep 95)
GRANARY THE ORIGINAL TASTE OF MALTED WHEATGRAIN (Device)	U.K.	204978	30	Rank Hovis Limited	Regd (8 Nov 05)
GRANARY (Device)	U.K.	2205943	30	Rank Hovis Limited	Regd (14 Aug 09)
HOVIS	U.K.	191869	1 2 3 5 28 29 30 31 32	Rank Hovis Limited	Regd (14 Dec 07)
HOVIS	U.K.	786825	1 2 3 4 5 6 7 8 9 10 11 12 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 30 31 32 33 34	Rank Hovis Limited	Regd (3 Feb 08)
MINI HOVIS	U.K.	831053	30	Rank Hovis Limited	Regd (20 Feb 07)
HOVIS BREAD (Device)	U.K.	1246923	30	Rank Hovis Limited	Regd (25 Jul 06)
HOVIS GOLDENBRAN	U.K.	1364772	30	Rank Hovis Limited	Regd (24 Nov 05)

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 25)

Trade Mark	Country	Number	Class	Proprietor	Status (Renewal Due)
RANK HOVIS THE MILLERS (Device)	U.K.	1482911	30	Rank Hovis Limited	Regd (19 Nov 80)
HOVIS COBBLE HOVIS COBBLERS	U.K.	1584261	30	Rank Hovis Limited	Regd (7 Sep 01)
RANK HOVIS THE MILLERS 1 ST CHOICE MIXES	U.K.	2033142	30	Rank Hovis Limited	Regd (12 Sep 05)
RAISED THE HOVIS WAY	U.K.	2135070	30	Rank Hovis Limited	Regd (5 Jun 07)
HOVIS HONEY MALTED GOLDEN WHOLEMEAL (Device)	U.K.	2179672	30	Rank Hovis Limited	Regd (15 Oct 08)
ELEPHANT	U.K.	1241768	30	Rank Hovis Limited	Regd (13 May 06)
ELEPHANT	U.K.	2141947a	30	Dalgely Food Ingredients Ltd	Regd (13 Aug 07)
ELEPHANT	U.K.	2141947b	30	Dalgely Food Ingredients Ltd	Regd (13 Aug 07)
ELEPHANT	U.K.	1241768	30	Rank Hovis Limited	Regd (13 May 06)
Elephant's Head device	U.K.	1170769	30	Rank Hovis Limited	Regd (3 Mar 03)
ATORA	U.K.	709630	2	Centura Foods Limited	Regd (8 Aug 01)
ATORA	U.K.	709631	5	Centura Foods Limited	Regd (8 Aug 01)
ATORA	U.K.	709632	16	Centura Foods Limited	Regd (8 Aug 01)
ATORA	U.K.	709633	21	Centura Foods Limited	Regd (8 Aug 01)
ATORA	U.K.	709634	28	Centura Foods Limited	Regd (8 Aug 01)
ATORA	U.K.	184774	29	Centura Foods Limited	Regd (10 Jan 07)
ATORA	U.K.	218292	29	Centura Foods Limited	Regd (5 Nov 06)
ATORA	U.K.	709635	29	Centura Foods Limited	Regd (8 Aug 01)
HUGON'S ATORA SHREDDED BEEF SUET (Device)	U.K.	898508	29	Centura Foods Limited	Regd (18 Aug 01)
HUGON'S ATORA SHREDDED BEEF SUET (Device)	U.K.	898509	29	Centura Foods Limited	Regd (18 Aug 01)
ATORA	U.K.	709636	30	Centura Foods Limited	Regd (8 Aug 01)
ATORA	U.K.	709637	31	Centura Foods Limited	Regd (8 Aug 01)
BE-RO	U.K.	281121	1 2 3 5 28 29 30 31 32	Centura Foods Limited	Regd (26 Mar 04)
BE-RO	U.K.	738647	5	Centura Foods Limited	Regd (27 Jan 04)

Companies Form 395

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Short particulars of all the property mortgaged or charged (Continuation Sheet No. 26)

Trade Mark	Country	Number	Class	Proprietor	Status (Renewal Due)
BE-RO	U.K.	738648	16	Centura Foods Limited	Regd (27 Jan 04)
BE-RO	U.K.	701442	29	Centura Foods Limited	Regd (24 Sep 00)
BE-RO SELF-RAISING FLOUR (Device)	U.K.	484920	30	Centura Foods Limited	Regd (14 Oct 07)
BE-RO	U.K.	701443	30	Centura Foods Limited	Regd (24 Sep 00)
BE-RO (Device)	U.K.	814601	30	Centura Foods Limited	Regd (14 Dec 05)
BE-RO	U.K.	704388	31	Centura Foods Limited	Regd (28 Jan 01)
McDOUGALLS	U.K.	1080809	21	Centura Foods Limited	Regd (8 Jul 08)
McDOUGALLS	U.K.	971625	29	Centura Foods Limited	Regd (26 Feb 06)
McDOUGALLS / McDOUGALL'S	U.K.	1077228	29 30	Centura Foods Limited	Regd (20 Apr 08)
McDOUGALLS (Device)	U.K.	2214118	29 30	Centura Foods Limited	Published 22 Mar 00 - Opposition period expired 22 Jun 00)
McDOUGALLS	U.K.	541319	30	Centura Foods Limited	Regd (9 May 03)
McDOUGALLS McD (Device)	U.K.	961705	30	Centura Foods Limited	Regd (29 June 05)
McDOUGALLS	U.K.	971626	30	Centura Foods Limited	Regd (26 Feb 06)
McDOUGALLS SAUCY SPONGE	U.K.	1073774	30	Centura Foods Limited	Regd (31 Jan 08)
McDOUGALLS	U.K.	1127230	30	Centura Foods Limited	Regd (21 Jan 01)
McDOUGALLS S (Device)	U.K.	1127231	30	Centura Foods Limited	Reg (21 Jan 01)
McDOUGALL'S FRUITY CRUNCH	U.K.	1129717	30	Centura Foods Limited	Reg (5 Mar 01)
McDOUGALLS GORGEOUS GATEAU	U.K.	1132738	30	Centura Foods Limited	Regd (28 Apr 01)
McDOUGALLS	U.K.	1133473	30	Centura Foods Limited	Regd (9 May 01)
McDOUGALLS PIE PANTRY	U.K.	1133474	30	Centura Foods Limited	Regd (9 May 01)
McDOUGALLS FINISHING TOUCH	U.K.	1142567	30	Centura Foods Limited	Regd (24 Oct 01)
McDOUGALLS	U.K.	1264654	30	Centura Foods Limited	Regd (14 Apr 07)
McDOUGALLS SECRETS	U.K.	1407889	30	Centura Foods Limited	Regd (13 Dec 06)
McDOUGALLS FLAVOURCOATS	U.K.	1577772	30	Centura Foods Limited	Regd (31 Oct 04)

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 27)

Trade Mark	Country	Number	Class	Proprietor	Status (Renewal Due)
McDOUGALLS	U.K.	1221884	32	Centura Foods Limited	Regd (2 Jul 05)
McDOUGALLS REFRESH	U.K.	1221885	32	Centura Foods Limited	Regd (2 Jul 05)
MR KIPLING	U.K.	1220766	30	Manor Bakeries Limited	Regd (14 Jun 05)
MR KIPLING HOMEBAKES	U.K.	1295214	30	Manor Bakeries Limited	Regd (9 Dec 07)
MR KIPLING CHOCOLATE WHIPS	U.K.	1308308	30	Manor Bakeries Limited	Regd (25 Apr 08)
MR KIPLING EXCEEDINGLY GOOD CAKES	U.K.	1313086	30	Manor Bakeries Limited	Regd (16 Jun 08)
MR KIPLING CHRISTMAS COLLECTION (Device)	U.K.	1321258	30	Manor Bakeries Limited	Regd (12 Sep 08)
MR KIPLING EASTER COLLECTION	U.K.	1321259	30	Manor Bakeries Limited	Regd (12 Sep 08)
MR KIPLING STRAWBERRY	U.K.	1346172	30	Manor Bakeries Limited	Regd (3 Jun 05)
DREAMS	U.K.				
MR KIPLING FRENCH FANCIES	U.K.	1543616	30	Manor Bakeries Limited	Regd (31 Jul 00)
MR KIPLING CAKE 2 GO	U.K.	2223435	30	Manor Bakeries Limited	Pending Application
BISTO	U.K.	618026	1	Centura Foods Limited	Regd (2 Mar 05)
BISTO	U.K.	618027	3	Centura Foods Limited	Regd (2 Mar 05)
BISTO	U.K.	618028	5	Centura Foods Limited	Regd (2 Mar 05)
AHH BISTO (Device)	U.K.	1085418	26	Centura Foods Limited	Regd (21 Oct 08)
BISTO KIDS	U.K.	660302	28	Centura Foods Limited	Regd (25 Jun 06)
BISTO	U.K.	191240	29 30	Centura Foods Limited	Regd (16 Nov 07)
Ah! Bisto (Device)	U.K.	615677	29	Centura Foods Limited	Regd (22 Jul 04)
Bisto (Device)	U.K.	633520	29	Centura Foods Limited	Regd (12 Nov 07)
Bisto	U.K.	728936	29	Centura Foods Limited	Regd (7 Apr 03)
Ah! Bisto (Device)	U.K.	883496	29	Centura Foods Limited	Regd (25 Aug 00)
Ah! Bisto (Device)	U.K.	883498	29	Centura Foods Limited	Regd (25 Aug 00)
BISTO HOT & HEARTY	U.K.	1160952	29	Centura Foods Limited	Regd (9 Sep 02)
BISTO WELCOME	U.K.	1179299	29	Centura Foods Limited	Regd (29 Jul 03)

Companies Form 395

McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 28)

Trade Mark	Country	Number	Class	Proprietor	Status (Renewal Due)
BISTO COOK BOX	U.K.	1205956	29	Centura Foods Limited	Regd (26 Oct 04)
BISTO SAUCE GRANULES	U.K.	1217351	29	Centura Foods Limited	Regd (24 Apr 05)
BISTO CARVERY	U.K.	1249010	29	Centura Foods Limited	Regd (23 Aug 06)
BISTO CASSEROLE SAUCERY	U.K.	1356648	29	Centura Foods Limited	Regd (2 Sep 05)
BISTO CHIP SHOP CURRY (Device)	U.K.	2046388	29 30	Centura Foods Limited	Regd (27 Nov 05)
Ah! Bisto (Device)	U.K.	615678	30	Centura Foods Limited	Regd (22 Jul 04)
BISTO (Device)	U.K.	633521	30	Centura Foods Limited	Regd (12 Nov 07)
BISTO	U.K.	728937	30	Centura Foods Limited	Regd (7 Apr 03)
Ah! BISTO (Device)	U.K.	883497	30	Centura Foods Limited	Regd (25 Aug 00)
AH! BISTO (Device)	U.K.	883499	30	Centura Foods Limited	Regd (25 Aug 00)
BISTO RICH GRAVY GRANULES	U.K.	1131006	30	Centura Foods Limited	Regd (26 Mar 01)
BISTO RICH GRAVY GRANULES (Device)	U.K.	1154393	30	Centura Foods Limited	Regd (20 May 02)
BISTO WELCOME	U.K.	1179300	30	Centura Foods Limited	Regd (29 Jul 03)
BISTO SAUCE GRANULES	U.K.	1217352	30	Centura Foods Limited	Regd (24 Apr 05)
BISTO CARVERY	U.K.	1249011	30	Centura Foods Limited	Regd (23 Aug 06)
BISTO CASSEROLE SAUCERY	U.K.	1311629	30	Centura Foods Limited	Regd (1 Jun 08)
BISTO BEST (Device)	U.K.	1565399	30	Centura Foods Limited	Regd (31 Oct 04)
aah! BISTO (Device)	U.K.	2119033	30	Centura Foods Limited	Regd (19 Dec 06)
ah! BISTO (Device)	U.K.	2119034	30	Centura Foods Limited	Regd (19 Dec 06)
BISTO	U.K.	618029	31	Centura Foods Limited	Regd (2 Mar 05)
BISTO	U.K.	619030	32	Centura Foods Limited	Regd (2 Mar 05)
GOLDEN SHRED	U.K.	281492	29	Centura Foods Limited	Regd (2 Apr 04)
GOLDEN SHRED	U.K.	402897	29	Centura Foods Limited	Regd (14 Apr 04)
GOLDEN SHRED	U.K.	613787	29	Centura Foods Limited	Regd (9 Jan 04)
GOLD SHREDLESS	U.K.	2001888	29	Centura Foods Limited	Regd (31 Oct 04)

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 29)

Trade Mark	Country	Number	Class	Proprietor	Status (Renewal Due)
GOLLY	U.K.	1033185	28	Centura Foods Limited	Regd (28 Jul 05)
Golly Device	U.K.	1113632	3	Centura Foods Limited	Regd (2 May 10)
Golly Device	U.K.	1113633	21	Centura Foods Limited	Regd (2 May 10)
Golly Device	U.K.	1065499	16 25 28	Centura Foods Limited	Regd (9 July 07)
Golly Device	U.K.	1557752	26	Centura Foods Limited	Regd (22 Dec 00)
Golly Device	U.K.	1557753	29	Centura Foods Limited	Regd (22 Dec 00)
Paxo	U.K.	764858	1	Centura Foods Limited	Regd (24 Apr 06)
Paxo	U.K.	764859	2	Centura Foods Limited	Regd (24 Apr 06)
Paxo	U.K.	764861	5	Centura Foods Limited	Regd (24 Apr 06)
PAXO (Device)	U.K.	1159892	6	Centura Foods Limited	Regd (21 Aug 02)
ROOSTER BOOSTER PAXO (Device)	U.K.	1179884	16	Centura Foods Limited	Regd (9 Aug 03)
PAXO (Device)	U.K.	1159893	18	Centura Foods Limited	Regd (21 Aug 02)
PAXO (Device)	U.K.	1159895	25	Centura Foods Limited	Regd (21 Aug 02)
PAXO (Device)	U.K.	1159896	26	Centura Foods Limited	Regd (21 Aug 02)
PAXO	U.K.	329011	29 30	Centura Foods Limited	Regd (3 Dec 04)
Paxo	U.K.	764862	29	Centura Foods Limited	Regd (24 Apr 06)
PAXO	U.K.	900518	29	Centura Foods Limited	Regd (17 Oct 01)
PAXO SAGE & ONION STUFFING MIX (Device)	U.K.	923159	29	Centura Foods Limited	Regd (29 Mar 03)
PAXO PARSLEY & THYME STUFFING MIX	U.K.	923160	29	Centura Foods Limited	Regd (29 Mar 03)
PAXO SAGE & ONION STUFFING MIX	U.K.	923161	29	Centura Foods Limited	Regd (29 Mar 03)
PAXO KITCHEN	U.K.	950563	29	Centura Foods Limited	Regd (5 Nov 04)
PAXO HERB GARDEN	U.K.	1219355	29	Centura Foods Limited	Regd (23 May 05)
PAXO (Device)	U.K.	2193061	29 30	Centura Foods Limited	Regd (26 Mar 09)
Paxo	U.K.	764863	30	Centura Foods Limited	Regd (24 Apr 06)
PAXO	U.K.	826382	30	Centura Foods Limited	Regd (17 Oct 06)

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 30)

Trade Mark	Country	Number	Class	Proprietor	Status (Renewal Due)
PAXO (Device)	U.K.	923163	30	Centura Foods Limited	Regd (29 Mar 03)
PAXO (Device)	U.K.	923164	30	Centura Foods Limited	Regd (29 Mar 03)
PAXO GOLDEN CRUMBS	U.K.	923165	30	Centura Foods Limited	Regd (29 Mar 03)
PAXO WHITE SAUCE MIX (Device)	U.K.	934477	30	Centura Foods Limited	Regd (27 Nov 03)
PAXO BREAD SAUCE MIX (Device)	U.K.	944277	30	Centura Foods Limited	Regd (18 Jun 04)
PAXO KITCHEN (Device)	U.K.	950564	30	Centura Foods Limited	Regd (5 Nov 04)
CLEVER STUFF FROM PAXO	U.K.	1033393	30	Centura Foods Limited	Regd (31 Jul 05)
PAXO COAT AND BAKE	U.K.	1158280	30	Centura Foods Limited	Regd (24 Jul 02)
PAXO OVEN CRISP	U.K.	1158281	30	Centura Foods Limited	Regd (24 Jul 02)
PAXO HERB GARDEN	U.K.	1219356	30	Centura Foods Limited	Regd (23 May 05)
PAXO CHICKEN CHOICE	U.K.	2169466	30	Centura Foods Limited	Regd (16 Jun 08)
PAXO	U.K.	764865	32	Centura Foods Limited	Regd (24 Apr 06)
Robertson's Catering Service (Device)	U.K.	952204	5	Centura Foods Limited	Regd (9 Dec 04)
ROBERTSON'S	U.K.	705869	29	Centura Foods Limited	Regd (9 Dec 04)
ROBERTSON'S CHUBBY	U.K.	882628	29	Centura Foods Limited	Regd (9 Aug 00)
Robertson's Catering Services (Device)	U.K.	952205	29	Centura Foods Limited	Regd (9 Dec 04)
ROBERTSON TODAY'S RECIPE	U.K.	1158640	29	Centura Foods Limited	Regd (31 Jul 02)
ROBERTSON'S RESERVE (Device)	U.K.	1461439	29	Centura Foods Limited	Regd (17 Apr 08)
ROBERTSON'S RESERVE (Device)	U.K.	1461439	29	Centura Foods Limited	Regd (17 Apr 08))
ROBERTSON'S	U.K.	705870	30	Centura Foods Limited	Regd (21 Mar 01)
ROBERTSON'S R (Device)	U.K.	2115865	29	Centura Foods Limited	Regd (15 Nov 06)
Robertson's Catering Service (Device)	U.K.	952206	30	Centura Foods Limited	Regd (9 Dec 04)
Robertson's Catering Service (Device)	U.K.	952207	31	Centura Foods Limited	Regd (9 Dec 04)
Robertson's Catering Service (Device)	U.K.	952208	32	Centura Foods Limited	Regd (9 Dec 04)
SAXA	U.K.	712463	1	Centura Foods Limited	Regd (20 Nov 01)

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 31)

Trade Mark	Country	Number	Class	Proprietor	Status (Renewal Due)
SAXA	U.K.	712464	3	Centura Foods Limited	Regd (20 Nov 01)
SAXA	U.K.	712465	5	Centura Foods Limited	Regd (20 Nov 01)
SAXA	U.K.	723828	29	Centura Foods Limited	Regd (16 Nov 02)
SAXA	U.K.	302588	30	Centura Foods Limited	Regd (28 Apr 06)
SAXA	U.K.	377623	30	Centura Foods Limited	Regd (11 Apr 01)
SAXA	U.K.	400083	30	Centura Foods Limited	Regd (28 Jan 04)
SAXA TABLE SALT (Device)	U.K.	712999	30	Centura Foods Limited	Regd (9 Dec 01)
SAXA	U.K.	723829	30	Centura Foods Limited	Regd (16 Nov 02)
SAXA SO-LOW	U.K.	1525751	30	Centura Foods Limited	Regd (3 Feb 10)
SAXA Balance (Device)	U.K.	2218831	30	Centura Foods Limited	Pending Application
SAXA	U.K.	712466	31	Centura Foods Limited	Regd (20 Nov 01)
SAXA	U.K.	712467	32	Centura Foods Limited	Regd (20 Nov 01)
SILVER SHRED	U.K.	272844	1 2 3 5 28 29 30 31 32	Centura Foods Limited	Regd (18 May 03)
SILVER SHREDLESS	U.K.	2112151	29	Centura Foods Limited	Regd (8 Oct 06)
GREEN LABEL	U.K.	2000577	29 30	J A Sharwood & Co Limited	Regd (31 Oct 04)
SHARWOOD'S GREEN LABEL (Device)	U.K.	2215321	29	Centura Foods Limited	Pending Application
GREEN LABEL	U.K.	901899	30	J A Sharwood & Co Limited	Regd (22 Nov 01)
SHARWOOD'S	U.K.	658020	29	J A Sharwood & Co Limited	Regd (9 Apr 06)
Sharwood's (Device)	U.K.	1125856	29	J A Sharwood & Co Limited	Regd (19 Dec 00)
SHARWOOD'S BALTI STIRFRY	U.K.	1548159	29	J A Sharwood & Co Limited	Regd (20 Sep 00)
Sharwood's (Device)	U.K.	2000563	29 30	J A Sharwood & Co Limited	Regd (31 Oct 04)
Sharwood's Stir up some Passion (Device)	U.K.	2193873	29 30	J A Sharwood & Co Limited	Pending Application
SHARWOOD'S GREEN LABEL (Device)	U.K.	2215321	29	Centura Foods Limited	Pending Application
SHARWOOD'S	U.K.	658019	30	J A Sharwood & Co Limited	Regd (9 Apr 06)
SHARWOOD'S VINDALOO	U.K.	1120360	30	J A Sharwood & Co Limited	Regd (7 Sep 00)

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 32)

Trade Mark	Country	Number	Class	Proprietor	Status (Renewal Due)
SHARWOOD'S ROGAN JOSH	U.K.	1120361	30	J A Sharwood & Co Limited	Regd (7 Sep 00)
SHARWOOD'S KORMA	U.K.	1120362	30	J A Sharwood & Co Limited	Regd (7 Sep 00)
SHARWOOD'S TANDOORI	U.K.	1120363	30	J A Sharwood & Co Limited	Regd (7 Sep 00)
SHARWOOD'S GARAM MASALA	U.K.	1120364	30	J A Sharwood & Co Limited	Regd (7 Sep 00)
SHARWOODS (Device)	U.K.	1125857	30	J A Sharwood & Co Limited	Regd (19 Dec 00)
Sharwood's Stirfry & Simmer (Device)	U.K.	2157908	30	J A Sharwood & Co Limited	Regd (12 Feb 08)
Sharwood's A TASTE OF INDIA (Device)	U.K.	2193106	30	J A Sharwood & Co Limited	Regd (29 Mar 09)
FOR INSPIRATION & INFORMATION CALL SHARWOOD'S KITCHEN DIRECT (Device)	U.K.	2191667	42	J A Sharwood & Co Limited	Regd (24 Mar 09)
Sharwood's (Device)	European Community	1522036	29 30 42	J A Sharwood & Co Limited	Pending Application
THREE COOKS	U.K.	616875	29	Three Cooks Limited	Regd (7 Nov 04)
THREE COOKS	U.K.	616876	30	Three Cooks Limited	Regd (7 Nov 04)
THREE COOKS (Device)	U.K.	1339566	42	Three Cooks Limited	Regd (25 Mar 05)
THREE COOKS	U.K.	2039967	42	Three Cooks Limited	Regd (5 Oct 05)
SOFRAPAIN	U.K.	1458977	30	British Bakeries Limited	Regd (19 Mar 08)
SOFRAPAIN	France	1669668	29 30 42	Societe Francaise de Panification et de Patisserie Lyon (SA)	Regd (18 Apr 01)
LES GATEAUX A PART SOFRAPAIN	France	97675312	29 30	Sofrapain SA	Regd (25 Apr 07)
GRANDE TRADITION SOFRAPAIN	France	976716103	30	Sofrapain SA	Regd (3 Apr 07)
Sofrapain (Device)	France	1362655	29 30 31	Societe Francaise de Panification et de Patisseries Lyon (SA)	Regd (3 July 06)

PART B

LICENSED TRADE MARKS

Licensor/Owner	Licensee	Date of Licence	Trade Mark	Number	Country
Cadbury Limited	Ranks Hovis McDougall plc	17 June 1992	CADBURY	B834543	U.K.
			CADBURY'S	B834544	U.K.
			CADBURY'S MINI ROLLS	B969332	U.K.
			CADBURY'S (script logo)	1084940	U.K.
			CADBURY (script logo)	1061256	U.K.
			CADBURY'S (script logo)	4164	Jersey
			CADBURY'S (script logo)	4225	Guernsey
			CADBURY'S (script logo)	4689	Gibraltar
Cadbury Limited	Manor Bakeries Limited	17 June 1992	CADBURY'S (word)	B83880	Republic of Ireland
			CADBURY'S (script logo)	B81758	Republic of Ireland
			CADBURY'S (script logo)	Pending	Republic of Ireland
			CADBURY'S (word)	B83880	Republic of Ireland
			CADBURY'S (script logo)	B81758	Republic of Ireland
			CADBURY'S (script logo)	Pending	Republic of Ireland
Cadbury Limited	Manor Bakeries Limited	17 June 1992	CADBURY	B834543	U.K.
			CADBURY'S	B834544	U.K.
			CADBURY'S MINI ROLLS	B969332	U.K.
			CADBURY'S (script logo)	1084940	U.K.
			CADBURY'S (script logo)	1061256	U.K.
Cadbury Limited/ Cadbury Schweppes Overseas Limited	RHM Limited	16 June 1996	CADBURY	-	Argentina

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 34)

Licenser/Owner	Licensee	Date of Licence	Trade Mark	Number	Country
Cadbury Limited			CADBURY	-	Australia
			CADBURY	-	Bahrain
			CADBURY	-	Barbados
			CADBURY	-	Brazil
			CADBURY	-	Canary Islands
			CADBURY	-	Cyprus
			CADBURY	-	Faroe Islands
			CADBURY	-	Iceland
			CADBURY	-	Kuwait
			CADBURY	-	Lebanon
			CADBURY	-	Malta
			CADBURY	-	New Zealand
			CADBURY	-	Palestine
			CADBURY	-	Qatar
			CADBURY	-	Saipan
Lyons & Company Limited	Lyons Cakes Limited	Effective 1 April, 2000	CADBURY	-	Saudia Arabia
			CADBURY	-	Trinidad
			CADBURY	-	United Arab Emirates
			Cadbury's registered trade marks and applications and unregistered trade marks (limited to use on bakery mix products)		U.K., Channel Islands, Isle of Man
			LYONS	2534	Afghanistan
			LYONS	37931	Algeria
			LYONS	129183	Austria
			LYONS	7823	Bahamas
			LYONS	8579	Bahrain
			LYONS		

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 35)

Licensor/Owner	Licensee	Date of Licence	Trade Mark	Number	Country
			LYONS	3937	Bangladesh
			LYONS	28504	Benelux
			LYONS	007063032	Brazil
			LYONS	46	Brunei
			LYONS	9835	Bulgaria
			LYONS	782/73	Burma
			LYONS	5191/48648	Canada
			LYONS	419328	Chile
			LYONS	Pending application no. 373767	Columbia
			LYONS	112193	Cuba
			LYONS	17002	Cyprus
			LYONS	177404	Czech Republic
			LYONS	3664/74	Denmark
			LYONS	R-982-94	Ecuador
			LYONS	80787	Finland
			LYONS	1385814	France
			LYONS	51282	Greece
			LYONS	32383	Guatemala
			LYONS	127318	Hungary
			LYONS	423/1973	Iceland
			LYONS	16044	India

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 36)

Licensor/Owner	Licensee	Date of Licence	Trade Mark	Number	Country
			LYONS	113630	Indonesia
			LYONS	15032	Iran
			LYONS	Pending application no. 93/0647	Ireland
			LYONS	37855	Israel
			LYONS	561938	Italy
			LYONS	15644	Kuwait
			LYONS	665	Laos
			LYONS	52736	Lebanon
			LYONS	Pending application no. 1337/ZP	Lithuania
			LYONS	M/62894	Malaysia
			LYONS	11650	Malta
			LYONS	9156	Netherlands
			LYONS	IRPI,A	Nicaragua
			LYONS	79015	Pakistan
			LYONS	188293	Portugal
			LYONS	226546	Portugal
			LYONS	3301	Qatar
			LYONS	509	Rous Al-Khaimah
			LYONS	Pending application no. 164928	Russian Federation

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 37)

Licensor/Owner	Licensee	Date of Licence	Trade Mark	Number	Country
			LYONS	5/6752	Sabah
			LYONS	Sar/2244	Sarawak
			LYONS	180/16	Saudi Arabia
			LYONS	1369(B)	Seychelles
			LYONS	22403	Singapore
			LYONS	Pending application no. 69352	Slovakia
			LYONS	2054	Solomon Islands
			LYONS	572544	Spain
			LYONS	70/73	St Lucia
			LYONS	8168	Sudan
			LYONS	16355	Sudan
			LYONS	8240	Surinam
			LYONS	108240	Sweden
			LYONS	366506	Switzerland
			LYONS	23235	Syria
			LYONS	494154	Taiwan
			LYONS	4139	Tangiers
			LYONS	B8481	Trinidad and Tobago
			LYONS	1437	Turkish FS Cyprus
			LYONS	Pending Application	Ukraine
			LYONS	1224232	U.K.
			LYONS	695001	U.K.

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 38)

Licensor/Owner	Licensee	Date of Licence	Trade Mark	Number	Country
			LYONS	Pending Application no. 1414055	U.K.
			LYONS	1627421	United States
			LYONS	176048	Uruguay
			LYONS	80310-F	Venezuela
			LYONS	790127	West Germany
			LYONS	304	Western Samoa
			LYONS	657	Yemen, Arab Republic
			LYONS	1293	Yemen, PDR
			LYONS (Chinese Characters)	533096	Taiwan
			LYONS ALL STARS	1356366	U.K.
			LYONS CHOCOLATE CLASSICS	1342182	U.K.
			LYONS CHRISTMAS CLASSICS	1342183	U.K.
			LYONS CLASSICS	1512620	U.K.
			LYONS CORNERS/LYONS CORNER	Pending Application no. 1588157	U.K.
			LYONS DELIGHTS	1379936	U.K.
			LYONS FATHER CHRISTMAS AND JACK DEVICE	1362318	U.K.
			LYONS FATHER CHRISTMAS BEHIND WALL DEVICE	1362352	U.K.
			LYONS FATHER CHRISTMAS DEVICE (ON CHIMNEY)	1362338	U.K.

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McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 39)

Licensor/Owner	Licensee	Date of Licence	Trade Mark	Number	Country
			LYONS FIVE STARS	1379935	U.K.
			LYONS FOIL WRAPPER DEVICE PLUS SUMMER SEASONS (THATCHED COTTAGE)	1404806	U.K.
			LYONS FOIL WRAPPER DEVICE SUMMER SEASONS (BEACH VIEW)	1404862	U.K.
			LYONS FOIL WRAPPER DEVICE SUMMER SEASONS (FLOWERS IN FIELD)	Pending application no. 1404801	U.K.
			LYONS FOIL WRAPPER DEVICE SUMMER SEASONS (TREE AND BOOK)	1404799	U.K.
			LYONS FOIL WRAPPER DEVICE SUMMER SEASONS (TREE UNDER SUN)	1404882	U.K.
			LYONS FOIL WRAPPER DEVICE SUMMER SEASONS (VILLAGE BY SEA)	1404880	U.K.
			LYONS IN BOX DEVICE	6150	Brunei
			LYONS IN BOX DEVICE	2184/031	Nepal
			LYONS IN BOX DEVICE	116045	Norway
			LYONS IN BOX DEVICE	115553	Paraguay
			LYONS IN BOX DEVICE	12288	Sarawak
			LYONS QUOTA	1195786	U.K.
			LYONS SNOWMAN WITH BOBBLE DEVICE	1362330	U.K.
			LYONS SNOWMAN WITH BRUSH DEVICE	1362358	U.K.
			LYONS SNOWMAN WITH TOP HAT DEVICE	1362337	U.K.
			LYONS IN BOX DEVICE	310900	Benelux

Companies Form 395

McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 40)

Licenser/Owner	Licensee	Date of Licence	Trade Mark	Number	Country
Koffie F Rombouts	RGB Coffee Limited	26 September 1997	LYONS IN BOX DEVICE	208103	Canada
			LYONS IN BOX DEVICE	K0R48	Thailand
			LYONS IN BOX DEVICE	202136	Uruguay
			LYONS IN BOX WITH ARABIC SCRIPT DEVICE	19479	Iraq
			The name ROMBOUITS and all trade mark registrations thereof and relating thereto obtained or applied for by Rombouts NV within the member states of the EU	-	All EU Member States

SCHEDULE C

SHARES

Name of Chargor	Name of Company in which shares held	Class of Shares	Number of shares held and percentage holding	
			Number	Percentage
TGP 182 Limited	Golden West Foods Limited	Ordinary	989,998	99.9%
London Superstores Limited	Le Pain Croustillant Limited	Ordinary	6,240	100%
Ranks Hovis McDougall Limited	Associated Family Bakers (Surrey) Limited	Ordinary	841,271	99.9%
		Preference	48,397	100%
	Avana Bakeries Limited	Ordinary	6,999,999	99.9%
	British Bakeries Limited	Ordinary	32,883,482	100%
	Centura Foods Limited	Ordinary	90,000,003	99.9%
	Charnwood Foods Limited	Ordinary	1,499,999	99.9%
	The Enjoy Organic Company Limited	Ordinary	1	50%
	The Family Loaf Bakery Limited	A Ordinary	340,015	100%
		B Ordinary	145,721	100%
		Preference	27,248	100%
	Federal Bakeries Limited	Ordinary	2,099,999	99.9%
	Fleming Howden Limited	Ordinary	24,999	99.9%
	Frank Cooper Limited	Ordinary	499,999	99.9%
	Haydens Bakeries Limited	Ordinary	52,659	100%
	Holgran Limited	Ordinary	1,999,999	99.9%
	Manor Bakeries Limited	Ordinary	50,000,000	99.9%
	Overseal Foods Limited	Ordinary	999,999	99.9%
	Pasta Foods Limited	Ordinary	9,999,999	99.9%
	Rank Hovis Limited	Ordinary	99,999,999	99.9%
	RF Brookes Limited	Ordinary	14,999,999	99.9%
	RGB Coffee Limited	Ordinary	999,999	99.9%
	RHM Limited	Ordinary	39,999	99.9%
	RHM Foodservice Limited	Ordinary	9,999,999	99.9%
	RHM Frozen Foods Limited	Ordinary	3,353,469	99.9%
	Tiffany Sharwood's Frozen Foods Ltd	Ordinary	4,019,999	99.9%
	RHM Ingredients Limited	Ordinary	19,999,999	99.9%
	RHM Overseas Limited	Ordinary	99,999,999	99.9%
	RHM Technology Limited	Ordinary	3,999,999	99.9%
	Robertson's – Ledbury Preserves Limited	Ordinary	2,999,999	99.9%
	Sebon Limited	Ordinary	2,999,999	99.9%

Companies Form 395

McDougalls Foods Limited (Company number 00280128)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 42)

Name of Chargor	Name of Company in which shares held	Class of Shares	Number of shares held and percentage holding	
			Number	Percentage
	Three Cooks Limited	Ordinary	6,999,999	99.9%
	Manor Caterers Limited	Ordinary	69,928	99.9%
	RHM Holdings Ireland Limited	Ordinary	19,979,002	100%
	RHM Pension Trust Limited	Ordinary	609,218	100%
	RHM Trustees Limited	Ordinary	100	100%
Centura Foods Limited	Bisto Foods Limited	Ordinary	3,599,999	99.9%
	Grocery Logistics Limited	Ordinary	69,999	99.9%
	James Robertson & Sons Limited	Ordinary	999,999	99.9%
	J.A. Sharwood & Co. Limited	Ordinary	1,999,999	99.9%
	Supreme Salt Company Limited	Ordinary	1,999,999	99.9%
Manor Bakeries Limited	Lyons Cakes Limited	Ordinary	4,999	99.9%
Rank Hovis Limited	Alpha Cereals unlimited company	Ordinary	2	67%
	McDougalls Foods Limited	Ordinary	49,999	99.9%
RHM Ingredients Ltd.	Dri-Fi Limited	A Ordinary	103	99%
		B Ordinary	104	100%
	RHM Ingredients (Europe) Limited	Ordinary	249,999	99.9%
RHM Holdings Ireland Limited	Gateaux Limited	Ordinary	1,438,350	100%
		Preference	20,650	100%
	Kevany Limited	Ordinary	9,995	100%
	Kildorough Limited	Ordinary	100,000	100%
	RHM Ireland Limited	Ordinary	139,752	100%
RHM Limited	The Enjoy Organic Co. Limited	Ordinary	1	50%
	Three Cooks Limited	Ordinary	1	0.1%
	Robertson's Ledbury Preserves Limited	Ordinary	1	0.1%
	Holgran Limited	Ordinary	1	0.1%
	Avana Bakeries Limited	Ordinary	1	0.1%
	Pasta Foods Limited	Ordinary	1	0.1%
	Rank Hovis Limited	Ordinary	1	0.1%
	Overseal Foods Limited	Ordinary	1	0.1%
	McDougalls Foods Limited	Ordinary	1	0.1%
	RGB Coffee Limited	Ordinary	1	0.1%
	Charnwood Foods Limited	Ordinary	1	0.1%
	RHM Overseas Limited	Ordinary	1	0.1%
	RHM Ingredients (Europe) Limited	Ordinary	1	0.1%
	RHM Ingredients Limited	Ordinary	1	0.1%
	Grocery Logistics Limited	Ordinary	1	0.1%

Companies Form 395**McDougalls Foods Limited (Company number 00280128)****Short particulars of all the property mortgaged or charged (Continuation Sheet No. 43)**

Name of Chargor	Name of Company in which shares held	Class of Shares	Number of shares held and percentage holding	
			Number	Percentage
	Centura Foods Limited	Ordinary	1	0.1%
	RHM Frozen Foods Limited	Ordinary	1	0.1%
	Manor Bakeries Limited	Ordinary	1	0.1%
	RF Brookes Limited	Ordinary	1	0.1%
	RHM Foodservice Limited	Ordinary	1	0.1%
	Golden West Foods Limited	Ordinary	1	0.1%
	RHM Technology Limited	Ordinary	1	0.1%
	Alpha Cereals Unlimited	Ordinary	1	33%
	Federal Bakeries Limited	Ordinary	1	0.1%
	James Robertson & Sons Limited	Ordinary	1	0.1%
	Supreme Salt Co. Limited	Ordinary	1	0.1%
	Associated Family Bakers (Surrey) Limited	Ordinary	1	0.1%
	Lyons Cakes Limited	Ordinary	1	0.1%
	J.A. Sharwood & Co. Limited	Ordinary	1	0.1%
	Grocery International Limited	Ordinary	1	0.1%
	Frank Cooper Limited	Ordinary	1	0.1%
	Sebon Limited	Ordinary	1	0.1%
	Dri-Fi Limited	A Ordinary	1	0.1%
	Tiffany Sharwood's Frozen Foods Limited	Ordinary	1	0.1%
	Manor Caterers Limited	Ordinary	1	0.1%
	Bisto Foods Limited	Ordinary	1	0.1%
	Fleming Howden Limited	Ordinary	1	0.1%

SCHEDULE D**CHARGORS**

Ranks Hovis McDougall Limited	(Company Number 00281728)
Avana Bakeries Limited	(Company Number 00815338)
British Bakeries Limited	(Company Number 00241018)
Centura Foods Limited	(Company Number 00212842)
Charnwood Foods Limited	(Company Number 01205129)
Hayden's Bakeries Limited	(Company Number 02227263)
Holgran Limited	(Company Number 00984438)
Manor Bakeries Limited	(Company Number 00285602)
Overseal Foods Limited	(Company Number 01032432)
Pasta Foods Limited	(Company Number 00566338)
Rank Hovis Limited	(Company Number 00062065)
RF Brookes Limited	(Company Number 00998670)
RGB Coffee Limited	(Company Number 00809039)
RHM Foodservice Limited	(Company Number 00177510)
RHM Frozen Foods Limited	(Company Number 01001894)
RHM Ingredients Limited	(Company Number 00374033)
RHM Ingredients (Europe) Limited	(Company Number 01841256)
RHM Overseas Limited	(Company Number 00745504)
RHM Technology Limited	(Company Number 00772556)
Robertson's – Ledbury Preserves Limited	(Company Number 00408816)
Three Cooks Limited	(Company Number 00091981)
London Superstores Limited	(Company Number 01358349)
Le Pain Croustillant Limited	(Company Number 02116902)
TGP 182 Limited	(Company Number 02372659)

Companies Form 395**McDougalls Foods Limited (Company number 00280128)****Short particulars of all the property mortgaged or charged (Continuation Sheet No. 45)**

Golden West Foods Limited	(Company Number 1601427)
RHM Limited	(Company Number 349904)
RHM Holdings Ireland Limited	(Company Number in Republic of Ireland 281679)
Kildorough Limited	(Company Number in Republic of Ireland 94672)
RHM Ireland Limited	(Company Number in Republic of Ireland 7262)
McDougalls Foods Limited	(Company Number 03812733)
The Enjoy Organic Company Limited	(Company Number 00280128)

BK:783862.1



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00280128

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION (TO A DEBENTURE DATED 11TH SEPTEMBER 2000 BETWEEN RHM GROUP ONE LIMITED, THE CHARGORS (AS DEFINED) AND MORGAN GUARANTY TRUST COMPANY OF NEW YORK (THE SECURITY AGENT) DATED THE 12th OCTOBER 2000 AND CREATED BY MCDUGALLS FOODS LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT AND WHETHER OWED JOINTLY OR SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER) OF EACH OBLIGOR (AS DEFINED) TO MORGAN GUARANTY TRUST COMPANY OF NEW YORK AS AGENT AND TRUSTEE FOR ITSELF AND EACH OF THELENDERS (THE "SECURITY AGENT") (OR ANY OF THEM) UNDER THE FINANCE DOCUMENTS (AS DEFINED) (OR ANY OF THEM) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th OCTOBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th OCTOBER 2000.

LC
JP



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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