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CHFP004

COMPANIES FORM NO. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

395

Please do not
write in
this margin

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

*Insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

00740635

Name of company

STONEGATE FARMERS LIMITED (the **Mortgagor**)

Date of creation of the charge

23 June 2006

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

Legal Mortgage (the **Mortgage**) made between the Mortgagor and GE Commercial Finance Limited (the **Security Holder**)

Amount secured by the mortgage or charge

The payment, discharge and performance of all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever) to the Security Holder on any account whatsoever and howsoever arising (including, without limitation, under or pursuant to the terms of the Finance Documents) together with all Expenses (the **Secured Liabilities**)

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

GE Commercial Finance Limited

Enterprise House, Bancroft Road, Reigate, Surrey

Postcode

RH2 7RT

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

Our Ref: CLM
WINSTON & STRAWN
Bucklersbury House
3 Queen Victoria Street
London, EC4N 8NH

Time critical reference

For official Use

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Mortgagor with full title guarantee charged the following property by way of legal mortgage and as a continuing security for the payment, discharge and performance of the Secured Liabilities:

The freehold property and all buildings and fixtures from time to time thereon known as Larks Nest Farm Barn, Corsham Road, Lacock, Chippenham, Wiltshire, SN16 2ND which is registered at HM Land Registry under title number WT232984 together with Larks Nest Farm, Corsham Road, Lacock, Chippenham, Wiltshire, SN16 2ND as comprised in a transfer deed dated 12 May 2006 between Diane Clare Merrett and Stephen William Charles Howard on the one hand and Stonegate Farmers Limited on the other hand which is currently in the process of being registered.

The Mortgage secures present and future advances and the Security Holder covenanted to make further advances subject to and in accordance with its obligations from time to time under the Finance Documents

The Mortgagor agreed that all of the provisions of the Debenture shall be deemed to be incorporated into the Mortgage.

Definitions contained in attached schedule

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Winston & Strawn LLP

Date 30

June 2006

On behalf of mortgagee

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(See Note 5)

Notes

†delete as
appropriate

- 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, DX: 33050 Cardiff

COMPANIES FORM No. 395 (Cont.)

SCHEDULE OF DEFINITIONS OF TERMS USED IN FORM M395

1 of 2

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Appointee: any person appointed under Schedule B1 of the Insolvency Act 1986 as an administrator of any Charging Company or receiver appointed under the Debenture, as the case may be.

Borrower: each Initial Borrower (as defined in the Credit Agreement) and each company that becomes a Borrower pursuant to a deed of accession in substantially the same form as set out in the Credit Agreement.

Charged Assets: in relation to each Charging Company, all its assets, rights and property (including its undertaking and revenues) the subject of the Security and the proceeds of the disposal of the same.

Charging Company: each Initial Charging Company (as defined in the Credit Agreement) and any other company which becomes a party to the Debenture pursuant to a deed of accession.

Credit Agreement: the credit agreement dated 21 January 2000 between the Security Holder and Deans Food Group Limited as amended and restated on the date of the Mortgage.

Debenture: the debenture creating Security in favour of the Security Holder by each of the Obligors to secure the obligations under the Finance Documents dated on the date of the Mortgage.

DG Group: Deans Food Group Limited, registered number 03276116 and its Subsidiaries, the members of the DG Group being as at the date of this Agreement the companies listed in Part 6 of Schedule 1 to the Credit Agreement each of which has its registered office at Bridgeway House, Icknield Way, Tring HP23 4JX, other than Bulbourne Insurance Services Limited which has its registered office at St. Martins House, Le Bordage, St Peterport, Guernsey GY1 4AH.

Dormant Subsidiary: any Subsidiary of the Parent which is a dormant company as defined in section 249 AA of the Companies Act 1985 and which does not at any time have net assets in excess of £5000 or gross assets in excess of £100,000.

Expenses: any of the following:

- (a) subject to as otherwise agreed in the Credit Agreement, all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Security Holder or any Appointee (in each case on a full indemnity basis):
 - (i) in relation to the Charged Assets;
 - (ii) in protecting, preserving, improving, enforcing or exercising (or considering or attempting any of the foregoing) any rights under or pursuant to any of the Finance Documents;
 - (iii) in procuring the payment, performance or discharge of the Secured Liabilities; or
 - (iv) in stamping, perfecting or registering any of the Finance Documents (or any Security or assignment created or purported to be created pursuant thereto); and
- (b) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Security Holder or any Appointee paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Finance Documents.

Finance Documents: the Credit Agreement, the Security Documents and any other agreement, deed, notice, document or certificate entered into by any Obligor pursuant thereto or otherwise in connection therewith.

COMPANIES FORM No. 395 (Cont.)

SCHEDULE OF DEFINITIONS OF TERMS USED IN FORM M395

2 of 2

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Guarantor: each Initial Guarantor (as defined in the Credit Agreement), each company that becomes a Borrower or a Guarantor pursuant to a Letter of Accession and, following the SG Group Security Date, each SG Group Guarantor and Lincolnshire, excluding, for the avoidance of doubt, any Dormant Subsidiary (together the "**Guarantors**").

Letter of Accession: unless otherwise agreed by the Security Holder, a letter of accession (in the form of a deed) in substantially the same form as set out in the Credit Agreement.

Lincolnshire: Lincolnshire Chickens Limited, registered number 0068377.

Obligor: the Parent, each Borrower and each Guarantor.

Original Credit Agreement: the credit agreement entered into between Deans Food Group Limited (registered number 03276116) and the Security Holder (then known as GE Capital Commercial Finance Limited) dated 21 January 2000.

Original Security Documents: the debenture and each mortgage granted to the Security Holder by members of the DG Group to secure all monies indebtedness of certain members of the DG Group to the Security Holder and which were entered into on or after 21 January 2000 pursuant to the terms of the Original Credit Agreement.

Parent: means Goodmix Limited, a company incorporated in England and Wales with registered number 05826545.

Security: any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or assignment having a similar effect.

Security Documents: the Debenture, the Original Security Documents and any document creating a Security over any asset of any Obligor entered into pursuant thereto and any other security document granted to the Security Holder as security for the Borrowers', the Guarantors', the SG Group Guarantors' or the Parent's obligations to the Security Holder.

SG Group: Stonegate Farmers Limited (registered number 00740635) and each of its Subsidiaries, the members of the SG Group being as at the date of the Mortgage the companies listed in Part 8 of schedule 1 to the Credit Agreement and Eggworld Limited (registered number 03181266), South Western Egg Products Limited (registered number 00513241), Thames Valley Eggs Limited (registered number 02848802), Countryside Products Limited (registered number 02575078), Manor Farm Products Limited (registered number 02644753), Meadow Farm Eggs Limited (registered number 03588969), Thames Valley Eggs (Western) Limited (registered number 03246212) and Great Leaze Farms Limited (registered number 02852843), each of which has its registered office at Whiteoaks Farm, The Old Sidings, Corsham Road, Lacock, Wiltshire, SN15 2LZ.

SG Group Guarantor: each member of the SG Group other than Lincolnshire and any member of the SG Group which is a Dormant Subsidiary.

SG Group Security Date: whichever is the earlier of (i) the date falling one business day before the date that is 3 months after the date of the Mortgage and (ii) the date on which the Parent has procured that each member of the SG Group has entered into a Letter of Accession so as to accede to the Credit Agreement as a Guarantor, having complied with all necessary requirements of sections 151 to 158 of the Companies Act 1985.

Subsidiary: a subsidiary within the meaning of section 736 of the Companies Act 1985 provided that, for the purposes of the definition of Dormant Subsidiary the term "**Subsidiary**" shall include a subsidiary undertaking as that term is defined in section 258 of the Companies Act 1985.

FILE COPY



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

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

COMPANY No. 00740635

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 23rd JUNE 2006 AND CREATED BY STONEGATE FARMERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GE COMMERCIAL FINANCE LIMITED OR ANY APPOINTEE ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JULY 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES