

# M

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in black type, or  
bold block lettering\*insert full name  
of Company

## 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[X] [ ] [ ] [ ]

00917174

Name of company

\* Bejam Group Limited (the "Debtor")

Date of creation of the charge

11 April 2007

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

A security interest agreement dated 11 April 2007 and granted by the Debtor in favour of the Security  
Trustee (as defined below) (as agent for the Finance Parties (as defined below)) (the "Security  
Interest Agreement")

Amount secured by the mortgage or charge

All present or future obligations and liabilities (whether actual or contingent and whether owed jointly  
or severally or alone or in any other capacity whatsoever) of the Debtor to the Finance Parties (the  
"Secured Obligations")

ON ANY ACC

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

Deutsche Bank AG, London Branch (the "Security Trustee"), Winchester House, 1 Great Winchester  
Street, London

Postcode EC2N 2DB

Presentor's name address and  
reference (if any)SJ Berwin LLP  
10 Queen Street Place  
London  
EC4R 1BE  
DX 255 LONDON

MAMS/L19377 53/CP2 916000 1

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

THURSDAY



A28

\*AUM08P1C\*  
26/04/2007  
COMPANIES HOUSE

612

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in black type, or  
bold block  
lettering

1 As a continuing security for the payment, performance and discharge of the Secured Obligations, so that the Security Trustee shall have a first priority security interest in the Collateral pursuant to the Law, the Debtor

- (a) assigns, transfers and otherwise makes over to the Security Trustee or its nominee title to the Collateral, det 95
- (b) agrees that, to the extent that the Debtor shall not have assigned, transferred or otherwise made over to the Security Trustee or its nominee or perfected in favour of the Security Trustee or its nominee, title to any Securities, the Security Trustee or its nominee shall have possession of the certificates of title thereto

Cont'd /

Particulars as to commission allowance or discount (note 3)

N/A

Signed SS Bench LLP

Date 24/04/2007

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

A fee 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 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 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 situated 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Name of company

\*insert full name  
of Company

\* Bejam Group Limited (the "Debtor")

## Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

**Note:****A: Negative Pledge**

The Debtor covenants and undertakes to the Security Trustee, so that the same shall be continuing covenants and undertakings throughout the Security Period, that it shall not, save with the prior written consent of the Security Trustee

- (a) in any way, except as set out in the Security Interest Agreement, sell or otherwise dispose of or create any Encumbrance over the Collateral or any part thereof or agree to any extent to sell, dispose of or encumber the Collateral or any part thereof,
- (b) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Collateral or any part thereof, or
- (c) terminate or amend or agree or permit any termination or amendment of the Unit Trust or the Trust Instrument or enter into any agreement or arrangement inconsistent with the Unit Trust or Trust Instrument

**B. Lien**

Without affecting, and in addition to, the grant of security interest and other rights under the Security Interest Agreement, the Debtor agrees that the Security Trustee shall, for so long as any amount remains outstanding under or in respect of the Secured Obligations, have a lien over the Securities

**Definitions**

Name of company

\*insert full name  
of Company

\* Bejam Group Limited (the "Debtor")

Unless already defined in this Form 395, the following terms will have the following meanings

**"Collateral"** means the Securities and Related Rights

**"Encumbrance"** means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, security interest, trust arrangement or any other agreement or arrangement which has the effect of creating security

**"Finance Parties"** means the Senior Finance Parties and the Mezzanine Finance Parties

**"Law"** means the Security Interests (Jersey) Law 1983

**"Mezzanine Facility Agreement"** means the Mezzanine Facility Agreement dated 11 April 2007 and made between Iceland Foods Group Limited (1), Iceland Foods Group Limited (as original borrower) (2), Iceland Foods Group Limited, Bedell Corporate Trustees Limited and Atrium Trustees Limited (as original guarantors) (3), Landsbanki Islands hf and Deutsche Bank AG, London Branch (as mandated lead arrangers) (4), Landsbanki Islands hf and Deutsche Bank AG, London Branch (as original lenders) (5), Deutsche Bank AG, London Branch (as agent) (6) and Deutsche Bank AG, London Branch (as security trustee) (7)

**"Mezzanine Finance Parties"** means the "Finance Parties" as that term is defined in the Mezzanine Facility Agreement

**"Related Rights"** means all rights of the Debtor derived from or connected to the Securities including, without limitation, any rights to receive additional securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, distribution, income or otherwise)

**"Securities"** means the securities specified in Schedule 1 of the Security Interest Agreement or any additional or replacement units in the Unit Trust registered in the name of the Debtor from time to time

**"Security Period"** means the period commencing 11 April 2007 and ending on the date upon which all of the Secured Obligations have been irrevocably paid, performed and/or discharged in full

**"Senior Facilities Agreement"** means the Senior Facilities Agreement dated 11 April 2007 and made between Iceland Foods Group Limited (1), Iceland Foods Group Limited (as original borrower) (2), Iceland Foods Group Limited, Bedell Corporate Trustees Limited and Atrium Trustees Limited (as original guarantors) (3), Landsbanki Islands hf and Deutsche Bank AG, London Branch (as mandated lead arrangers) (4), Landsbanki Islands hf and Deutsche Bank AG, London Branch (as original lenders) (5), Landsbanki Islands hf and Deutsche Bank AG, London Branch (as issuing bank) (6), Deutsche Bank AG, London Branch (as agent) (7) and Deutsche Bank AG, London Branch (as security trustee) (8)

**"Senior Finance Parties"** means the "Finance Parties" as that term is defined in the Senior Facilities Agreement,

**"Trust Instrument"** means the instrument of trust executed by the Trustees on 10 November 2005 constituting the Unit Trust

**"Trustees"** means Bedell Corporate Trustees Limited (registered number 71860) and Atrium Trustees Limited (registered number 71861) each of 26 New Street, St Helier, Jersey JE2 3RA

Company number

00917174

Name of company

\*insert full name  
of Company

\* Bejam Group Limited (the "Debtor")

**"Unit Trust"** means The Deeside Jersey Unit Trust as constituted in accordance with the Trust Instrument

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 00917174

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY INTEREST AGREEMENT DATED THE 11th APRIL 2007 AND CREATED BY BEJAM GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st MAY 2007

*PDW*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES