

# M

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

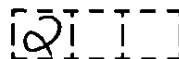
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



02017961

Name of company

\* Bakkavor Limited

Date of creation of the charge

18 April 2007

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

Composite debenture (the "**Debenture**") dated 18 April 2007 between, among others, the Company as chargor and Barclays Bank PLC as security trustee for the Secured Parties (the "**Security Trustee**")

Amount secured by the mortgage or charge

All Liabilities at any time due, owing or incurred by the Company to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) (including, for the avoidance of any doubt and without limitation, any obligation relating to any increase in the amount of the facilities provided under any Finance Document (the "**Secured Obligations**")

The Company has covenanted with the Security Trustee that it shall on demand of the Security Trustee discharge each of the Secured Obligations and pay to the Security Trustee when due and payable each sum now or hereafter owing, due or incurred in respect of the Secured Obligations

Defined terms in this Form 395 shall be defined in Schedule 1 hereto

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

Barclay Bank PLC, 5 The North Colonnade, Canary Wharf, London

**AS SECURITY TRUSTEE FOR THE SECURED PARTIES (THE SECURITY TRUSTEE)**

Postcode E14 4BB

Presentor's name address and  
reference (if any)

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

SLG/70-40231982/RES

Time critical reference

SLG/70-40231982/RES

For official Use (06  
Mortgage Section

TUESDAY MONDAY



L15 \*L7RRJP5N\* 384  
30/04/2007

COMPANIES HOUSE

LD5 \*L8QTOOZH\* 334  
24/04/2007  
COMPANIES HOUSE

**FIXED CHARGES**

The Company has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all of the Company's right, title and interest from time to time in the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise)

**FLOATING CHARGES**

The Company has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company

**FURTHER ASSURANCE AND NEGATIVE PLEDGE**

The Debenture contains covenants for further assurance and a negative pledge

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

Particulars as to commission allowance or discount (note 3)

None

Signed Afford Chance LLP

Date 24 April 2007

On behalf of ~~XXXXXX~~ [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 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 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

## SCHEDULE 1

### DEFINITIONS

In this form 395

**"Agent"** means Barclays Bank PLC and any person for the time being appointed as agent for the purpose of, and in accordance with, the Facility Agreement

**"Facilities Agreement"** means the multicurrency revolving facility agreement dated 30 March 2007 made between, among others, Bakkavor (London) Limited, Bakkavor (Acquisitions) Limited, Bakkavor Invest Limited, Hitchen Foods Limited, Laurens Patisseries Limited as Original Borrowers and as Original Guarantors, Bakkavor Limited, Bakkavor Foods Limited, Bakkavor Overseas Limited and Bakkavor Properties Limited as Additional Obligors, the Arrangers, the Original Lenders, the Agent and the Security Trustee, each as defined in such agreement as amended, varied, novated or supplemented from time to time

**"Finance Documents"** means the Finance Documents as defined in the Facilities Agreement.

**"Intercreditor Agreement"** means the intercreditor agreement dated 18 April 2007 between, among others, Bakkavor (London) Limited, Bakkavor (Acquisitions) Limited, Bakkavor Invest Limited, Hitchen Foods Limited, Laurens Patisseries Limited, Bakkavor Limited, Bakkavor Foods Limited, Bakkavor Overseas Limited and Bakkavor Properties Limited, the Agent, and the Security Trustee (as amended, varied, novated, supplemented, superseded or extended from time to time)

**"Liabilities"** has the same meaning ascribed to that term in the Intercreditor Agreement.

**"Related Rights"** means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

**"Secured Parties"** means the Security Trustee, any Receiver or Delegate (as defined in the Intercreditor Agreement), the Agent and each Lender from time to time party to the Facility Agreement provided that in the case of the Agent and Lenders such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms.

**"Shares"** means all of the shares in the capital of Bakkavor Overseas Limited, Bakkavor Properties Limited and Bakkavor Foods Limited and all future shares held by, to the order or on behalf of the Company at any time

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02017961

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 18th APRIL 2007 AND CREATED BY BAKKAVOR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY 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 30th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MAY 2007

*Fargela*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —