

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

CHFP025

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

210926/403

[] [2] []

3716362

Name of company

* PREMIER FINANCING LIMITED (the Chargor)

Date of creation of the charge

28 February 2008

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

The group debenture dated 28 February 2008 between the Chargor and certain of its related companies and the Security Trustee (the **Deed**)

Amount secured by the mortgage or charge

All moneys, obligations and liabilities covenanted to be paid or discharged by the Chargor under or pursuant to the Finance Documents, subject to any limits set out in the Finance Documents (the **Secured Obligations**)

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

Barclays Bank PLC (as **Security Trustee** for the Finance Parties)
5 North Colonnade
Canary Wharf, London
Postcode E14 5BB

Presentor's name address and reference (if any)

Allen & Overy LLP
40 Bank Street
Canary Wharf
London
E14 5DU
(35448-03679) BK 8355650

For official Use (06/2005)
Mortgage Section

NEW PARTY (S/G)



PMO 10/07/08 414
COMPANIES HOUSE
AC5STYDN
A17 27/03/2008 249
COMPANIES HOUSE
COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

See Schedule 1

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Aden & Overy LLP*

Date *7 March 2008*

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (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

Companies Form No 395 (cont)

Short particulars of all the property mortgaged or charged

1.1 Floating Charge

- (a) The Chargor, with full title guarantee, has charged to the Security Trustee by way of floating charge as continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland

1.2 Restrictions on dealing with Charged Assets

The Chargor has covenanted that it will not without the prior written consent of the Security Trustee (acting on the instructions of the other Finance Parties)

- (a) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Security on or affecting the Charged Assets or any part thereof except as expressly permitted pursuant to the terms of the Facilities Agreement, or
- (b) dispose of the Charged Assets or any part thereof or attempt or agree so to do except disposals expressly permitted or contemplated by Clause 22.12 of the Facilities Agreement

The Chargor may prior to the Enforcement Date sell, transfer or otherwise dispose of all or any part of the Charged Assets in the ordinary and usual course of and for the purposes of the Chargor's business

SCHEDULE 2

Definitions

In this Form 395

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

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 25 (Changes to the Obligors and release of Security) of the Facilities Agreement

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 25 (Changes to the Obligors and release of Security) of the Facilities Agreement

Arranger means each of Barclays Capital, the Investment Banking Division of Barclays Bank PLC, Lloyds TSB Bank Plc and the Royal Bank of Scotland plc

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 25 (Changes to the Obligors and release of Security) of the Facilities Agreement

Charged Assets means all the assets of the Chargor the subject of any security created by the Deed

Enforcement Date means the date on which the Facility Agent first gives notice to the Obligors' Agent pursuant to Clause 23 18 of the Facilities Agreement

Facility Agent means Barclays Bank PLC

Facilities Agreement means the credit facilities agreement dated 28 February, 2008 (as amended and restated or supplemented from time to time) and made between, among others, Premier Foods plc and certain of its Subsidiaries (which includes the Chargor), Barclays Bank Plc as the Facility Agent and the Security Trustee, and others

Fee Letter means

- (a) any letter or letters made between an Arranger and the Parent (or the Facility Agent and the Parent) setting out any of the fees referred to in Clause 12 (Fees) of the Facilities Agreement, and
- (b) any other fee letter designated as such by the Facility Agent and the Obligors' Agent

Finance Document means

- (a) the Facilities Agreement,
- (b) any Fee Letter,
- (c) any Accession Letter,
- (d) any Resignation Letter,
- (e) any Security Document,
- (f) any Transfer Certificate, and

- (g) any other document designated as a Finance Document by the Facility Agent and the Obligors' Agent

Finance Party means the Facility Agent, an Arranger, the Security Trustee or a Lender

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 25 (Changes to the Obligors and release of Security) of the Facilities Agreement

Lender means,

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 24 (Changes to the Lenders) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement

New Lender has the meaning given to that term in Clause 24 1 (Assignments and transfers by the Lenders) of the Facilities Agreement

Obligor means the Parent, a Borrower or a Guarantor

Obligors' Agent means Premier Foods Investments Limited, a limited liability company incorporated in England and Wales with registered number 04426994

Original Borrower means Premier Foods Group Limited, Chivers Hartley Limited and HL Foods Limited

Original Guarantor means each of

Chivers Hartley Limited, Hillsdown Ambient Foods Group Limited, Hillsdown International Limited, Hillsdown Investments Limited, HL Foods Limited, London Superstores Limited, Marlow Foods Holdings Limited, Marlow Foods Limited, Phoneridge Limited, Premier Ambient Products (UK) Limited, Premier Brands Foods Limited, Premier Financing Limited, Premier Foods (Holdings) Limited, Premier Foods Group Limited, Premier Foods Investments Limited, Premier Foods Investments No 1 Limited, Premier Foods Investments No 2 Limited, Premier Foods Investments No 3 Limited, Premier Grocery Products Limited, Premier International Foods UK Limited, RHM Food Solutions Limited, RHM Foodbrands + Limited, RHM Group Holding Limited, RHM Group Services Limited, RHM Group Three Limited, RHM Group Two Limited, RHM Limited, RHM Overseas Limited, RHM Property Company (AYR) Limited, RHM Property Company (Cambridge) Limited and RHM Property Holding Company Limited

Original Lender means each of Barclays Bank PLC, Lloyds TSB Bank Plc and The Royal Bank of Scotland plc

Parent means Premier Foods plc

Party means a party to the Facilities Agreement

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

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

Security Documents means each of the following documents

- (a) the debenture entered into by the Obligors' Agent, the Security Trustee and others and delivered to the Facility Agent under Clause 4.1 (Initial conditions precedent) of the Facilities Agreement, and
- (b) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

Subsidiary means

- (a) a subsidiary as defined in section 736 of the Companies Act 1985 and
- (b) a subsidiary undertaking as defined in section 21 of the Companies Act 1989

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

Unless a contrary indication appears a reference in this Form 395 to words importing the plural include the singular (and vice versa)



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

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

COMPANY NO. 3716362
CHARGE NO. 12

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 28
FEBRUARY 2008 AND CREATED BY PREMIER FINANCING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BARCLAYS BANK PLC (AS
SECURITY TRUSTEE FOR THE FINANCE PARTIES) 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
10 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 APRIL 2008

