

# M

**COMPANIES FORM No. 403a**  
**Declaration of satisfaction**  
**in full or in part**  
**of mortgage or charge**

# 403a

CHFP025

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

\* Insert full name  
of company

To the Registrar of Companies  
(Address overleaf)

For official use Company number



4317613

Name of company

\*Broomco (2705) Limited

† Delete as  
appropriate

‡ Insert a  
description of the  
instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.

§ The date of  
registration may  
be confirmed  
from the  
certificate

¶ Insert brief  
details of  
property

I, **IAN DOUGLAS GRANT**  
of **ABBOTTS BARTON FARM HOUSE WINCHESTER SO237HY**

[a director] ~~XXXXXXXXXXXXXXXXXXXX~~ † of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in (full) ~~(part)~~ ‡

Date and Description of charge ‡ 14 December 2001 fixed and floating security doc

Date of Registration § 21 December 2001

Name and address of [chargee] ~~XXXXXXXXXXXXXXXXXXXX~~ NIBC Bank N.V.  
(previously named NIB Capital Bank N.V. prior to 11 January 2006) acting  
through its office at 7 Bishopsgate London EC2N 3BX.

Short particulars of property charged ¶ PLEASE SEE ATTACHED RIDER

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.

Declared at **FAMILY LAW IN P'SHIP, 36 FOLIO CHANCERY** **WC2E 8HA**  
Declarant to sign below

Day Month Year

on **11 8 07 2006**

before me

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

Presenter's name, address and  
reference (if any):

Nabarro Nathanson  
Lacon House  
Theobald's Road  
London  
WC1X 8RW  
PEG/AGL/ZSD/

For official use  
Mortgage section



A11  
COMPANIES HOUSE

584  
22/07/2006

## Notes

The address for companies registered in England and Wales or Wales is:-

*The Registrar of Companies*  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

Name of Company  
Broomco (2705) Limited

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## Short particulars of all the property mortgaged or charged

### 1 Fixed Charges

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Obligor), charges in favour of the Security Trustee (as trustee for the Secured Parties):

- (a) by way of first legal mortgage, any and all of the Real Property listed in Schedule 4 of the Security Document owned by it;
- (b) by way of first fixed equitable charge, all Real Property now belonging to it and all Real Property acquired by it in the future, except (in the case of leasehold property) to the extent that the landlord's consent is requested to create that charge; and
- (c) by way of first fixed charge, all its present and future:
  - (i) Book Debts;
  - (ii) Bank Accounts;
  - (iii) Investments and Dividends;
  - (iv) uncalled capital and goodwill;
  - (v) Intellectual Property;
  - (vi) beneficial interest in any pension fund;
  - (vii) plant and machinery (except any charged pursuant to Clause (a)) above;
  - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits; and
  - (ix) Acquisition Agreement Rights.

### 2 Floating Charge

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Obligor), charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*) of the Security Document which is set out in 1 above).

Note (1): The Security Document provides that:

### 3 Conversion by notice

The Security Trustee may convert any floating Charge into a fixed Charge (either generally or specifically) by notice to the Company specifying the relevant Charged Assets:

- (a) if it (acting reasonably) considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- (b) while an Enforcement Event is continuing.

### 4 Automatic conversion

If:

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**Short particulars of all the property mortgaged or charged**

- (a) the Company takes any step to create any Security in breach of Clause 5.1 (*Security*) of the Security Document (which is set out in 5 below) over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

**5 Security**

The Company shall not create or permit to subsist any Security over the Charged Assets, nor do anything else prohibited by Clause 21.3 (*Negative Pledge*) of the Facility Agreement, except as permitted by that clause.

**6 Disposal**

The Company shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except as permitted by Clause 21.4 (*Disposals*) of the Facility Agreement or Clause 9.5 (*Dividends*) of the Security Document.

**7 Further assurance**

Subject to Clause 7.5 (*Notice to debtors*) of the Security Document the Company shall promptly do whatever the Security Trustee reasonably requires:

- (a) to perfect or protect the Charges or the priority of the Charges; or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction.

**8 Restriction on register**

The parties to the Security Document shall apply to the Chief Land Register for a restriction to be entered on the Register of the titles of such of the Company's Real Property as is now or in the future registered under the Land Registration Act 1925 that no disposition by the proprietor of that Real Property is to be registered without the consent of the proprietor for the time being of the Charges, except under an order of the Registrar.

Note (2): In this Form, except to the extent that the context requires otherwise:

**"Accession Letter"** means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement.

**"Acquisition Agreement"** means the agreement dated on or before the date of the Facility Agreement relating to the sale and purchase of the Target Shares and made between the parties thereto.

**"Acquisition Agreement Rights"** means all rights, title, and benefit in and to the Acquisition Agreement, including any claim or action thereunder.

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**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

**"Agent"** means NIB Capital Bank N.V. in its capacity as agent and each successor Agent appointed under Clause 25.13 (*Resignation of the Agent or the Security Trustee*) of the Facility Agreement.

**"Arranger"** means NIB Capital Bank N.V..

**"Bank Accounts"** of the Company means the Proceeds Account and all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts.

**"Book Debts"** of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

**"Borrower"** means Broomco (2307) Limited (registered number 4057582).

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charge or any part of those assets.

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document; and **"Charge"** means any of them.

**"Dividends"** means all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of any Investment;
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of any Investment;
- (c) allotments, offers and rights accruing or offered in respect of any Investment; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any Investment.

**"Enforcement Event"** means:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of the Company pursuant to Part II of the Insolvency Act; or
- (b) an Event of Default.

**"Event of default"** means any event or circumstance specified as such in Clause 22 (*Events of Default*) of the Facility Agreement.

**"Facility Agreement"** means the facility agreement dated 12 December 2000 made between (1) Broomco (2307) Limited, (2) the Original Guarantors, (3) NIB Capital Bank N.V. as Arranger, (4) the Original Lenders, (5) NIB Capital Bank N.V. as Agent, (6) NIB Capital Bank N.V. as Security Trustee and (7) NIB Capital Bank N.V. as Issuing Lender, as amended by a letter dated 12 January 2001 and by the Novation and Amendment Agreement.

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### Short particulars of all the property mortgaged or charged

**"Facility B"** means the revolving loan and guarantee facility incorporating an Optional Overdraft facility made available under the Facility Agreement as defined in Clause 2 (*the Facilities*) of the Facility Agreement.

**"Fee Letter"** means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and Broomco (2307) Limited (or the Agent and Broomco (2307) Limited) setting out any of the fees referred to in Clause 11 (*Fees*) of the Facility Agreement.

**"Finance Documents"** means the Facility Agreement, any Fee Letter, any Accession Letter, any Security Document (as defined in the Facility Agreement), any Interest Rate Protection Agreement and any other document designated as such by the Agent and the Broomco (2307) Limited.

**"Finance Parties"** means the Agent, the Arranger, the Lenders, the Issuing lender and the Security Trustee; and **"Finance Party"** shall mean any of them.

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

**"Guarantee"** means any guarantee, bond, performance indemnity, letter of credit, documentary or other credit, or any other instrument of suretyship or payment, issued, undertaken or made or, as the case may be, proposed to be issued, undertaken or made by the Issuing Lender under Facility B.

**"Guarantor"** means an Original Guarantor or an Additional Guarantor.

**"Hedging Bank"** means the Lender or other financial institution which Broomco (2307) Limited and the Agent (acting reasonably) agree shall provide an Interest Rate Protection Agreement.

**"Insurances"** of the Company means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest.

**"Intellectual Property"** of the Company means all patents, designs, copyrights, topographies, trade marks (including, without limitation, the Trade Marks), trading names, rights in confidential information and know-how, and any associated or similar rights, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

**"Investments"** of the Company means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

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**"Issuing lender"** means NIB Capital Bank N.V. as issuer of Guarantees under the Term B Facility pursuant to Clause 5 (*Utilisation*) of the Facility Agreement.

**"Interest Rate Protection Agreements"** means each agreement entered into or to be entered into between Broomco (2307) Limited and the Hedging Bank for the purpose of hedging Broomco (2307) Limited's interest rate liabilities in accordance with Clause 21.8 (*Hedging*) of the Facility Agreement.

**"Lender"** means

- (a) any Original Lender; and
- (b) any bank or financial institution which has become a Party in accordance with Clause 24 (*Changes to the Lenders*) of the Facility Agreement.

**"Novation and Amendment Agreement"** means the novation and amendment agreement entered into by Broomco (2307) Limited, the Company, Broomco (2704) Limited, the Agent, the Arranger, the Security Trustee and the Issuing Bank dated on or around the date of the Security Document pursuant to which, among other things, the rights and obligations of Broomco (2307) Limited under the Finance Documents (as defined in the Facility Agreement) are novated to the Company and the Facility Agreement is amended as provided therein.

**"Obligor"** means a Borrower or a Guarantor.

**"Original Guarantors"** means Rayner Food Group Limited, Rayner & Co. Limited, Radley Kemble Limited, Rayner & Co. (Investments) Limited and Cauldron Foods Limited.

**"Original Lenders"** means NIB Capital Bank N.V..

**"Party"** means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees.

**"Proceeds Account"** means such account of the Company with the Agent as the Agent may designate, the terms of such account being set out in Clause 7.10 (*Effect of Crusha Proceeds*) of the Facility Agreement.

**"Real Property"** means all freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

**"Receiver"** means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets.

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

**"Secured Parties"** means the Finance Parties and the Hedging Bank; and **"Secured Party"** means any of them.

**"Target"** means Rayner Food Group Limited a company incorporated under the laws of England and Wales with registered number 3284016.

**"Target Shares"** means all of the issued share capital of the Target and all warrants in respect of the share capital of Target.

**"Trade Marks"** means the United Kingdom registered trade marks details of which are set out in Schedule 3 of the Security Document.

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**Short particulars of all the property mortgaged or charged**

Note (3) The Bank Accounts specified in Schedule 2 (*Bank accounts*) to the Security Document are as follows:

Bank - HSBC London

Sort Code - 40-05-15

Swift Code - MIDLGB2L

A/C Number - 38087453

Account Name - NIB Capital Bank N.V. London

Currency - GBP

The Trade Marks specified in Schedule 3 (*Trade Marks*) to the Security Document are as follows:

None

The Real Property specified in Schedule 4 (*Real Property*) to the Security Document are as follows:

None



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A/C Number - 38087453

Account Name - NIB Capital Bank N.V. London

Currency - GBP

The Trade Marks specified in Schedule 3 (*Trade Marks*) to the Security Document are as follows:

None

The Real Property specified in Schedule 4 (*Real Property*) to the Security Document are as follows:

None