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in black type or
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lettering

* Insert full name
of company

COMPANIES FORM No. 395

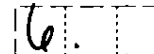
Particulars of a mortgage or charge

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



04341232

Name of company

*Milk Link Holdings Limited

Date of creation of the charge

10 June 2009

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

Limited Recourse Share Charge

Amount secured by the mortgage or charge

Please see Part 1 of the attached Schedule.

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

HSBC Bank plc (the "Security Agent")
3 Rivergate, Temple Quay, Bristol

Postcode BS1 6ER

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

Osborne Clarke

~~Temple Quay~~

~~2 Temple Back East~~

~~Bristol BS1 6EG~~

DX 7818 Bristol

KAT/0944450

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

WEDNESDAY



A78VNAS9

A14

17/06/2009

235

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Part 2 of the attached Schedule.

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A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

nil

Signed *Osborne Clarke*

Date *16 June 2009*

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

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 are to be made payable to Companies House.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

Milk Link Holdings Limited (Company Number 04341232) (the "Company")

Limited Recourse Share Charge (the "Charge")

Schedule to Form 395

1. Part 1 – Amount secured by mortgage or charge

1.1 Subject to Clause 2.2 of the Charge (as set out at clause 1.2 below), the Company covenanted with the Security Agent to pay to the Security Agent (as agent and trustee for the Finance Parties) or discharge on demand all the Secured Liabilities when the Secured Liabilities become due.

1.2 Notwithstanding any other provision in the Charge or the other Finance Documents, the Security Agent agreed that the liability of the Company under the Charge shall be limited to the Charged Securities and/or the amount recovered by the Security Agent or any Receiver or an agent of either on realisation of value in the same pursuant to the Charge.

1.3 The Company agreed that it shall, on demand, pay to the Security Agent or the Receiver, or discharge (as the case may be), all Costs reasonably and properly incurred by it in connection with:

- (a) the negotiation, preparation, printing and execution of;
- (b) any amendment, variation or release (in whole or in part), including the negotiation, preparation, printing and execution of any amendment, variation or release, of; and
- (c) the enforcement of, or preservation of rights under,

the Charge, on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent or the Receiver (as the case may be) until full payment or discharge of such Cost and such Cost shall form part of the Secured Liabilities.

1.4 The Charge is a continuing security to the Security Agent regardless of the intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for Clause 18 of the Charge, might affect or diminish its effectiveness.

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2. **Part 2 – Short particulars of all the property mortgaged or charged**

2.1 The security created under the Charge:

- (a) is continuing security for the payment and discharge of the Secured Liabilities; and
- (b) is created in favour of the Security Agent as agent and trustee, and the Security Agent holds the benefit of the Charge on trust, for the Finance Parties.

2.2 The Company charged, with full title guarantee, by way of first fixed charge:

- (a) the Shares and their proceeds of sale;
- (b) the Further Securities and their proceeds of sale;
- (c) all Derivative Assets of a capital nature; and
- (d) all Derivative Assets of an income nature.

3. **In addition, under the terms of the Charge, the Company has made the following covenants and undertakings with the Security Agent:**

4. The Company agreed that it shall not, without the express prior written consent of the Security Agent:

- (a) create, purport to create, or allow to exist any Security or Quasi-Security on any of the Charged Property other than a Permitted Security Interest; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, lease, transfer or otherwise dispose of all or any of the Charged Property unless permitted under the Credit Agreement; or
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property; or
- (d) do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Charged Property.

5. The Company agreed that it shall at any time if required by the Security Agent and at its own expense:

- (a) execute and deliver to the Security Agent such further legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Security Agent in its discretion may require of the whole or such part of the Charged Property as the Security Agent may specify, in such form as the Security Agent in its discretion may require, to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Charged Property in the Security Agent, the nominee of the Security Agent or

in any purchaser from the Security Agent or the Receiver or to perfect or protect the charges created by the Charge; and

- (b) pending the execution and delivery of any such assignments, hold such Charged Property upon trust for the Security Agent or in any other manner required by the Security Agent subject to the provisions of the Charge.

6.

- 6.1 The Company irrevocably and by way of security appointed the Security Agent, each person deriving title from the Security Agent and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Company is, or may become, obliged to sign, execute or do pursuant to the Charge or which the Security Agent, the Receiver or any person deriving title from the Security Agent or the Receiver in the absolute discretion of such person may think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by the Charge.
- 6.2 Without prejudice to the generality of the foregoing, the Company unconditionally undertook to the Security Agent, and separately to the Receiver and to each person deriving title from the Security Agent or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to Clause 17 of the charge (as set out in this clause 6) (save in the case of fraud or wilful misconduct).

Definitions

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Security Agent pursuant to the Charge, including, where the context permits, the proceeds of sale or realisation thereof.

"Charged Securities" means the Shares and the Further Securities.

"Costs" mean all properly incurred costs, fees, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

"Credit Agreement" means a credit agreement dated 10 June 2009 and made between the Company and the Security Agent (acting as arranger, original lender, working capital bank, agent, security agent and hedging bank).

"Default Rate" means the default rate of interest set out in the Credit Agreement.

"Derivative Assets" mean all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion,

consolidation, subdivision, preference, option or otherwise attributable to any of the Charged Securities or any Derivative Assets previously described.

"Finance Document" has the meaning given to such term in the Credit Agreement.

"Finance Parties" has the meaning given to such term in the Credit Agreement.

"Further Securities" means any Securities (other than the Shares) issued by the Subsidiary Company to the Company (whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on the Company's behalf) from time to time.

"Permitted Security Interest" means:

- (a) the security constituted by the Charge; and
- (b) any Security permitted under the Credit Agreement or otherwise consented to in writing by the Security Agent.

"Quasi-Security" means:

- (a) the sale, transfer or other disposal of assets on terms whereby they are or will be leased to or re-acquired by the disposing entity or an affiliate of the disposing entity;
- (b) the sale, transfer or other disposal of receivables on recourse terms;
- (c) the entry into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; and
- (d) the entry into any other preferential arrangement having a similar effect in circumstances where the arrangement or transaction is entered into primarily as a method of raising finance or of financing the acquisition of an asset.

"Receiver" means any receiver appointed pursuant to the Charge.

"Secured Liabilities" mean all money, debts, obligations and liabilities from time to time due, owing or incurred by the Subsidiary Company to any Finance Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case, under each Finance Document to which the Subsidiary Company is a party, as amended, varied, restated, supplemented, substituted, replaced or novated:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;

- (e) whether express or implied;
- (f) in whatever name, form or style;
- (g) in whatever currency it is denominated;
- (h) whether originally owing to the Finance Party or purchased or otherwise acquired by the Finance Party, its assignee or successor; or
- (i) otherwise;

including, without limitation:

- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Finance Party for or at the request of the Subsidiary Company; and
- (c) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all properly incurred commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are properly incurred by the Finance Party in connection with the Secured Liabilities or generally in respect of the Subsidiary Company or the Security Documents (including, without limitation, legal fees) on a full indemnity basis,

in each case under each Finance Document.

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company, including, without limitation, the Shares, together with all property and rights of the Company in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

"Shares" means the 3,000,000 ordinary shares of £1 each in the equity share capital of the Subsidiary Company.

"Subsidiary Company" means Milk Link (Llandyrnog) Limited (company number 06927418) whose registered office is at 3120 Great Western Court, Hunts Ground Road, Stoke Gifford, Bristol BA3 5XJ.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4341232
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LIMITED RECOURSE SHARE
CHARGE DATED 10 JUNE 2009 AND CREATED BY MILK LINK
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE SECURITY AGENT
(AS AGENT AND 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 17 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JUNE 2009

Handwritten signature/initials



*Companies House
— for the record —*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES