

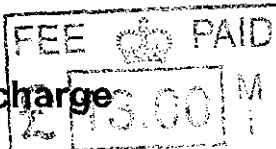
# M

CHFP004

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.



# 395

Please do not  
write in  
this margin

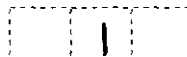
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*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

58265445

Name of company

GOODMIX LIMITED (the Company)

Date of creation of the charge

23 June 2006

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

All assets debenture (the **Debenture**) made between, amongst others, the Company and GE  
Commercial Finance Limited (the **Security Holder**)

Amount secured by the mortgage or charge

The payment, discharge and performance of all present and future obligations and liabilities of the  
Company (whether actual or contingent, whether owed jointly or severally, as principal or as surety or  
in any capacity whatsoever) to the Security Holder on any account whatsoever and howsoever arising  
(including, without limitation, under or pursuant to the terms of the Finance Documents) together with  
all Expenses (the **Secured Liabilities**)

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

GE Commercial Finance Limited

Enterprise House, Bancroft Road, Reigate, Surrey

Postcode

RH2 7RT

Presentor's name and address and  
reference (if any):

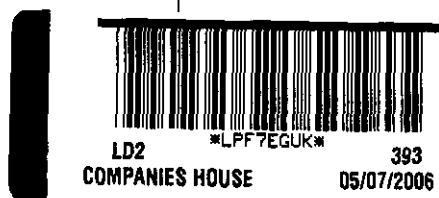
Our Ref: 9068.17.RNJ/CF  
WINSTON & STRAWN  
Bucklersbury House  
3 Queen Victoria Street  
London, EC4N 8NH

Time critical reference

For official Use

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Schedule 1 for particulars of property mortgaged or charged and Schedule 2 for definitions of terms used in this Form 395 or 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

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Signed Winston & Strawn LLP

Date 4 July 2006

On behalf of mortgagee

Notes

†delete as  
appropriate

- 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 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, DX: 33050 Cardiff

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SHORT PARTICULARS OF PROPERTY  
MORTGAGED OR CHARGED  
PURSUANT TO THE DEBENTURE

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1 CHARGING PROVISIONS

The Company, as continuing security for the payment, discharge and performance of its Secured Liabilities in relation to all of the following assets whether as at the date of the Debenture or in future belonging to it by the Debenture, in each case with full title guarantee:

- (a) **Fixed charges:** charged to the Security Holder by way of separate fixed charges:
- (i) by way of legal mortgage each property specified in Schedule 2 of the Debenture which is set opposite its name;
  - (ii) by way of equitable mortgage its Real Property, other than the property or properties specified in Schedule 2 of the Debenture;
  - (iii) the benefit of any covenants for title given or entered into by any predecessor in title of it to any of its Real Property, all proceeds of a capital nature in relation to the disposal of any of its Real Property, the benefit of any contract for the sale, letting or other disposal of its Real Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Real Property;
  - (iv) the benefit of all its rights and claims against all lessees from time to time of the whole or any parts of its Real Property and all guarantees and sureties for the obligation of such lessees and against all persons who are under any obligation to it in respect of any works of design, construction, repair or replacement to, on or about its Real Property;
  - (v) all its Plant and Machinery listed in Schedule 4 of the Debenture together with all its other Plant and Machinery from time to time not listed in Schedule 4 of the Debenture and, in each case, the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;
  - (vi) all its goodwill, unpaid and/or uncalled capital;
  - (vii) all its Intellectual Property;
  - (viii) all its Investments;

- (ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the Group;
  - (x) all amounts realised by an Administrator or liquidator of the Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986;
  - (xi) all its documents of title which at any time and for any purpose have been or may be deposited with the Security Holder and the property mentioned in such documents; and
  - (xii) all of its Debts. ✓
- (b) **Floating charge:** charged to the Security Holder by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, as at the date of the Debenture and in the future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security under Clause 1.1(c)) below.
- (c) **Assignments by way of security:** assigned and agreed to assign by way of security to the Security Holder all its rights, title and interest in and to:
- (i) the benefits arising under the Policies;
  - (ii) any account (other than a Collection Account) permitted under Clause 4.2(c) of the Debenture and any monies from time to time standing to the credit of any such account;
  - (iii) its Debts and Remittances and any Contracts of Sale; and
  - (iv) any contracts relating to or benefiting any of the Charged Assets.

## 2 GENERAL UNDERTAKINGS

The Company agreed that, whilst the Debenture exists:

- (a) **No disposals:** without the prior written consent of the Security Holder it will not sell, transfer, assign, lease out, license, lend or otherwise dispose of the whole or any part of its Charged Assets or any interest therein (or agree to do so) but this restriction shall not prohibit Permitted Disposals (as defined in the Credit Agreement); and
- (b) **Security:** it will not, without the prior written consent of the Security Holder, create, agree to create or permit to subsist any Security Interest on or over its Charged Assets to secure any indebtedness of any person except Permitted Security (as defined in the Credit Agreement).

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DEFINITIONS OF TERMS USED IN  
FORM 395 OR SCHEDULE 1, AS USED  
IN THE DEBENTURE

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**Accounting Records:** all books, ledgers and records of any kind and in any medium relating to the business or financial position of any Borrower and to all purchases and sales made by any Borrower.

**Administrator:** any person appointed under Schedule B1 of the Insolvency Act 1986 as an administrator of the Company.

**Appointee:** an Administrator or Receiver, as the case may be.

**Associated Rights:** in relation to any Debt, any of the following:

- (i) all of a Revolving Borrower's rights as an unpaid vendor or which arise under the Contract of Sale;
- (ii) all evidence of the Contract of Sale or its performance or any Disputes arising;
- (iii) all documents of title to goods, warehouse keepers' receipts, bills of lading, shipping documents, airway bills or similar;
- (iv) the benefit of all insurances and all rights and powers under any insurance policies;
- (v) all Remittances;
- (vi) all Security and all guarantees;
- (vii) all Accounting Records; and
- (viii) all Returned Goods and their proceeds of sale.

**BACS:** the Bankers Automated Clearing System.

**Borrower:** each Initial Borrower (as defined in the Credit Agreement) and each company that becomes a Borrower pursuant to a deed of accession in substantially the same form as set out in Schedule 5 of the Credit Agreement.

**CHAPS:** the Clearing House Automated Payments System.

**Charged Assets:** in relation to the Company, all its assets, rights and property (including its undertaking and revenues) the subject of the Debenture and the proceeds of the disposal of the same.

**Collection Account:** an account in the name of the Security Holder in which, unless otherwise agreed, all Remittances are to be paid.

**Contract of Sale:** a contract in any form, including a purchase order, between a Borrower and a Debtor for the sale or hire of Goods or the provision of services or work done.

**Credit Agreement:** the credit agreement dated 21 January 2000 between the Security Holder and Deans Food Group Limited as amended and restated on the date of the Debenture.

**Debt:** any obligation of a Debtor to make a payment under a Contract of Sale, including all Associated Rights.

**Debtor:** a person (other than a member of the Group) who incurs or may incur any indebtedness under a Contract of Sale.

**DG Group:** Deans Food Group Limited, registered number 03276116 and its Subsidiaries, the members of the DG Group being as at the date of the Credit Agreement the companies listed in Part 6 of Schedule 1 of the Credit Agreement, each of which has its registered office at Bridgeway House, Icknield Way, Tring HP23 4JX, other than Bulbourne Insurance Services Limited which has its registered office at St. Martins House, Le Bordage, St Peterport, Guernsey GY1 4AH.

**Dispute:** with respect to any Debt or Contract of Sale giving rise thereto:

- (i) any claim or demand with regard to price, terms, quantity, performance, quality or delivery of Goods or services;
- (ii) any other defence, set-off, retention, abatement, counter-claim or contra account raised or alleged by a Debtor or its representatives; and
- (iii) any other dispute by a Debtor concerning its liability to pay the Security Holder or to pay such Debt by its due date.

**Dormant Subsidiary:** any Subsidiary of the Parent which is a dormant company as defined in section 249 AA of the Companies Act 1985 and which does not at any time have net assets in excess of £5000 or gross assets in excess of £100,000, being as at the date of the Debenture those companies specified in Part 9 of Schedule 1 of the Credit Agreement.

**Expenses:** any of the following:

- (a) subject to as otherwise agreed in the Credit Agreement, all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Security Holder or any Appointee (in each case on a full indemnity basis):
  - (i) in relation to the Charged Assets;
  - (ii) in protecting, preserving, improving, enforcing or exercising (or considering or attempting any of the foregoing) any rights under or pursuant to any of the Finance Documents;
  - (iii) in procuring the payment, performance or discharge of the Secured Liabilities; or

- (iv) in stamping, perfecting or registering any of the Finance Documents (or any Security Interest or assignment created or purported to be created pursuant thereto); and
- (b) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Security Holder or any Appointee paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Finance Documents.

**Finance Documents:** the Credit Agreement, the Security Documents and any other agreement, deed, notice, document or certificate entered into by any Obligor pursuant thereto or otherwise in connection therewith.

**Goods:** any merchandise or materials, or where the context admits, any work or services which are the subject of a Contract of Sale.

**Group:** the Parent and its Subsidiaries.

**Guarantor:** each Initial Guarantor (as defined in the Credit Agreement), each company that becomes a Borrower or a Guarantor pursuant to a Letter of Accession and, following the SG Group Security Date, each SG Group Guarantor and Lincolnshire, excluding, for the avoidance of doubt, any Dormant Subsidiary (together the "**Guarantors**").

**Intellectual Property:** in relation to the Company, all its patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs (whether registered or unregistered), copyrights, design rights, trade marks and service marks (whether registered or unregistered), utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences, sub-licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world.

**Inventory:** in relation to the Company, all inventory or stock at any time owned by it, wherever located, including all inventory or stock, merchandise, goods and other personal property which are held by or on behalf of such person for sale or lease.

**Investments:** in relation to the Company, all its stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details of which appear in Schedule 3 of the Debenture and all other interests (including, but not limited to, loan capital) both present and future held by the Company in any person and including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the same and all money or property offered but not yet paid at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof.

**Letter of Accession:** unless otherwise agreed by the Security Holder, a letter of accession (in the form of a deed) in substantially the same form as set out in Schedule 5 of the Credit Agreement.

**Lincolnshire:** Lincolnshire Chickens Limited, registered number 0068377.

**Obligor:** the Parent, each Borrower and each Guarantor.

**Original Credit Agreement:** the credit agreement entered into between Deans Food Group Limited (registered number 03276116) and the Security Holder (then known as GE Capital Commercial Finance Limited) dated 21 January 2000.

**Original Security Documents:** the debenture and each mortgage granted to the Security Holder by members of the DG Group to secure all monies indebtedness of certain members of the DG Group to the Security Holder and which were entered into on or after 21 January 2000 pursuant to the terms of the Original Credit Agreement.

**Parent:** means Goodmix Limited, a company incorporated in England and Wales with registered number 05826545.

**Plant and Machinery:** in relation to the Company, all plant, machinery and other equipment (including the plant and machinery specified in Schedule 4 of the Debenture) and other tangible personal property (except Inventory) owned by it at any time and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto.

**Policies:** in relation to the Company, the policies of insurance in which it is interested details of which are set out in Schedule 5 of the Debenture, and any other policies of insurance in which the Company may as at the date of the Debenture have an interest and "Policy" shall mean each one of the Policies.

**Real Property:** in relation to the Company, all freehold, leasehold and immovable property and other real property both present and future of the Company (including the property or properties specified in Schedule 2 of the Debenture and set opposite its name), including all buildings, fixtures, fittings, fixed plant and machinery and other structures from time to time situated on or forming part of that freehold, leasehold or immovable property.

**Receiver:** a receiver appointed under the Debenture.

**Remittances:** in relation to each Revolving Borrower, all cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS, CHAPS and any other remittance or instrument of payment in whatever form payable to or received by it or its agents towards discharge of a Debt.

**Returned Goods:** any Goods relating to or purporting to comply with a Contract of Sale which any Debtor shall for any reason reject or return or attempt to reject or return to a Revolving Borrower or which a Revolving Borrower recovers from a Debtor.

**Revolving Borrowers:** the companies listed as such in Part 1 of Schedule 1 of the Credit Agreement.

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

**Security Documents:** the Debenture, the Original Security Documents and any document creating a Security over any asset of any Obligor entered into pursuant thereto and any other security document granted to the Security Holder as security for the Borrowers', the Guarantors', the SG Group Guarantors' or the Parent's obligations to the Security Holder.

**Security Interest:** any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having a substantially similar effect.

**SG Group:** Stonegate Farmers Limited (registered number 00740635) and each of its Subsidiaries, the members of the SG Group being as at the date of the Credit Agreement the companies listed in Part 8 of Schedule 1 of the Credit Agreement and Eggworld Limited (registered number 03181266), South Western Egg Products Limited (registered number 00513241), Thames Valley Eggs Limited (registered number 02848802), Countryside Products Limited (registered number 02575078), Manor Farm Products Limited (registered number 02644753), Meadow Farm Eggs Limited (registered number 03588969), Thames Valley Eggs (Western) Limited (registered number 03246212) and Great Leaze Farms Limited (registered number 02852843), each of which has its registered office at Whiteoaks Farm, The Old Sidings, Corsham Road, Lacock, Wiltshire, SN15 2LZ.

**SG Group Guarantor:** each member of the SG Group other than Lincolnshire and any member of the SG Group which is a Dormant Subsidiary.

**SG Group Security Date:** whichever is the earlier of (i) the date falling one business day before the date that is 3 months after the date of the Debenture and (ii) the date on which the Parent has procured that each member of the SG Group has entered into a Letter of Accession so as to accede to the Credit Agreement as a Guarantor, having complied with all necessary requirements of sections 151 to 158 of the Companies Act 1985.

**Subsidiary:** a subsidiary within the meaning of section 736 of the Companies Act 1985 provided that, for the purposes of the definition of Dormant Subsidiary the term "**Subsidiary**" shall include a subsidiary undertaking as that term is defined in section 258 of the Companies Act 1985.

**VAT:** Value Added Tax.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05826545

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 23rd JUNE 2006 AND CREATED BY GOODMIX LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GE COMMERCIAL FINANCE LIMITED OR ANY APPOINTEE 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 5th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JULY 2006.

*Amn*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES