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COMPANIES FORM No. 395

104301/273

395

CHFP010

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

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(address overleaf - note 6)

For official use

Company Number

Name of company

131

625299

* Insert full name of company

BERNARD MATTHEWS LIMITED

Date of creation of the charge

5 December 2006

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

Please see the attached Appendix 1.

Amount secured by the mortgage or charge

Please see the attached Appendix 2

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

De Lage Landen Ireland Company, 1 George's Quay Plaza, George's Quay,
Dublin 2, Ireland.

Postcode

Presenter's name, address
and reference (if any):
David Reger
Company Secretary
Bernard Matthews Limited
Great Witchingham Hall
Norwich NR9 5QD

For official use (02/06)
Mortgage Section

Post room



LD3
COMPANIES HOUSE

172
15/12/2006

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not write in
this margin

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

Please see the attached Appendix 3 and Appendix 4.

Particulars as to commission, allowance or discount (note 3)

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

Signed

Date

14/12/06

† delete as
appropriate

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 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 CF14 3UZ
DX 33050 Cardiff

Form 395: Appendix 1

Description of the instrument evidencing the charge

A debenture dated 5 December 2006 (the *Security Agreement*) between (1) Bernard Matthews Holdings Limited (*Holdings*), the companies identified in Appendix 5 (together with Holdings, each a *Chargor*) and (3) De Lage Landen Ireland Company ("*De Lage*"). The Security Agreement is subject to the De Lage Intercreditor Agreement, dated 5 December 2006, as defined in Appendix 6.

Form 395: Appendix 2

Amount secured by the mortgage or charge

The Security Agreement secures any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Chargor to De Lage in any currency (including, for the avoidance of doubt, all sums, liabilities and obligations arising under any Finance Document) (the ***Secured Liabilities***).

Terms are defined in Appendix 6.

Form 395: Appendix 3

Short particulars of all the property mortgaged or charged

1. CREATION OF SECURITY

1.1 Legal mortgages

Each Chargor charges and agrees to charge by way of first legal mortgage:

- (a) all Real Estate in England or Wales vested in it on the date of the Security Agreement; and
- (b) all Group Shares belonging to it on the date of the Security Agreement.

1.2 Fixed charges

Each Chargor charges and agrees to charge by way of first fixed charge all its rights, title and interest from time to time in and to:

- (a) its Real Estate (to the extent not the subject of a mortgage under paragraph 1.1 (*Legal mortgages*));
- (b) its Investments (to the extent not the subject of a mortgage under paragraph 1.1 (*Legal mortgages*));
- (c) its plant, machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights;
- (d) its Accounts;
- (e) any goodwill and rights in relation to its uncalled capital;
- (f) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (g) its Intellectual Property;
- (h) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
- (i) its Monetary Claims;
- (j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any asset or undertaking itself subject to a fixed charge in our favour; and
- (k) all Insurance Policies which relate to assets and undertakings subject to a fixed charge in favour of De Lage or which now or in the future are deposited by the Chargors with De Lage.

1.3 Floating charge

- (a) Each Chargor charges by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located.
- (b) The floating charge created by each Chargor pursuant to paragraph (a) shall be deferred in point of priority to all other Security.
- (c) The floating charge created by the Chargor pursuant to paragraph (a) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Security Agreement.

1.4 Asset Finance assets

For the avoidance of doubt, none of the equipment or assets which are subject to the Lease Agreement or the Barclays Asset Finance Line shall form part of the Security Assets which are charged in accordance with paragraphs 1.1 – 1.3 above.

The Security Agreement includes certain restrictions upon the Chargors, including the following:

2. RESTRICTION ON DEALINGS

The Chargors may not:

- (a) create or permit to subsist any Security Interest on any of the Security Assets other than any Security Interest created by the Lenders Security Agreement or the Share Pledge or otherwise put in place pursuant to the Facility Letter; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of all or any part of the Security Assets,

unless permitted to do so under the Lease Agreement or as may be permitted in writing by De Lage.

Terms are defined in Appendix 6.

Form 395: Appendix 4

Further particulars of property mortgaged or charged

Part A

REAL ESTATE

Chargor	Freehold/Leasehold	Address or Description	Title Number
Bernard Matthews Limited	Freehold	Great Witchingham Plant (South Site), Great Witchingham, Norwich, Norfolk, NR9 5QD	
Bernard Matthews Limited	Freehold	North Site 1 - Great Witchingham, Norwich, Norfolk, NR9 5QD	
Bernard Matthews Limited	Freehold	North Site 2 - Great Witchingham, Norwich, Norfolk, NR9 5QD	
Bernard Matthews Limited	Freehold	North Site 3 - Great Witchingham, Norwich, Norfolk, NR9 5QD	
Bernard Matthews Limited	Freehold	Holton Factory 1 (including Dry Goods Store), Sparrowhawk Road, Upper Holton, Halesworth IP19 8NJ	
Bernard Matthews Limited	Freehold	Holton Factory 1 Coldstore, Sparrowhawk Road, Upper Holton, Halesworth IP19 8NJ	
Bernard Matthews Limited	Freehold	Holton Factory 2, Sparrowhawk Road, Upper Holton, Halesworth IP19 8NJ	
Bernard Matthews Limited	Freehold	Holton Factory 3, Sparrowhawk Road, Upper Holton, Halesworth IP19 8NJ	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Spalding Drive, Clay Lake, Spalding, Lincs, PE12 6BL	LL103498
Bernard Matthews Limited	Freehold	Great Witchingham Hall, Great Witchingham, Norwich, Norfolk, NR9 5QD	
Bernard Matthews Limited	Freehold	Great Witchingham Hatchery, Great Witchingham, Norwich, Norfolk, NR9 5QD	
Bernard Matthews Limited	Freehold	Swaffham Hatchery, Castle Acre Road, Swaffham, Norfolk, PE37 3HS	NK164003/NK203374
Bernard Matthews Limited	Freehold	Bawsey Mill, Bawsey, Kings Lynn, Norfolk, PE32 1EP	NK263946
Bernard Matthews Limited	Freehold	Lenwade Store, Norwich Road, Norwich, Norfolk, NR9 5SH	NK263979
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Ulllyatts Drive, Amber Hill, Boston, Lincs, PE20 3RE	Unknown
Bernard Matthews Limited	Freehold	Firs Lane Farm, Reepham Road, Bawdeswell, Nr Dereham, Norfolk, NR20 4RU	NK150952

Bernard Matthews Limited	Freehold	Brookside Farm, Breckles Gate, Walton Road, Breckles, Gt Hockham, Nr Attleborough, Norfolk, NR17 1ER	Unknown
Bernard Matthews Limited	Freehold	Lawn Farm, Norwich Road, Briston, Melton Constable, Norfolk, NR24 2HS	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Spalding Drive, Clay Lake, Spalding, Lincs, PE12 6AS	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Mill Drive, Cowbit, Spalding, Lincs, PE12 6AS	LL103500
Bernard Matthews Limited	Freehold	Warrens Lane, Benacre Rd, Ellough, Nr Beccles, Norfolk, PE20 3RE	SK167097
Bernard Matthews Limited	Freehold	Beck Farm, Haveringland Road, Felthorpe, Norfolk, NR10 4BZ	Unknown
Bernard Matthews Limited	Freehold	Cotton Brook Farm, Station Road, Flordon, Norfolk, NR15 1RH	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Neals Gate Road, Fleet Fen, Holbeach St Johns, Spalding, Lincs, PE12 8SW	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Camp Road, Scrane End, Freiston, Boston, Lincs, PE22 0LR	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Old Church Lane, Fold Hill, Old Leake, Boston, Lincs, PE22 9PE	Unknown
Bernard Matthews Limited	Freehold	Guestwick Road, Foulsham, Nr Dereham, Norfolk, NR20 5RR	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Hale Farm, Frithville, Boston, Lincs, PE22 7EG	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Eastfields, Luttongate Road, Gedney Hill, Spalding, Lincs, PE12 0QH	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Five Acre Farm, Broad Drive, Gosberton Clough, Spalding, Lincs, PE11 4JS	LL103494
Bernard Matthews Limited	Freehold	Lock Farm, School Road, Haveringland, Norwich, Norfolk, NR10 4QE	Unknown
Bernard Matthews Limited	Freehold	Stone Road, Hockering, Nr Dereham, Norfolk, NR20 3PZ	NK134160
Bernard Matthews Limited	Freehold	The Old Airfield, Upper Holton, Halesworth, Suffolk, IP19 8NJ	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	New River Gate, Holbeach Drive, Spalding, Lincs, PE12 0RY	LL175801
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Mill Lane, Holland Fen, Boston, Lincs, LN4 4QH	LL56944
Bernard Matthews Limited	Freehold	The Old Airfield, Cockthorpe Road, Langham, Holt, Norfolk, NR25 7BP	Unknown

Bernard Matthews Limited	Freehold	Hill Farm, Low Road, Ubbeston, Suffolk, IP19 0EY	SK91690
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Old Field Lane, Outgate, Leverton, Boston, Lincs, PE22 0AG	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Luttongate Road, Sutton St Edmunds, Spalding, Lincs, PE12 0LJ	LL103484
Bernard Matthews Limited	Freehold	Primrose Green Farm, Lyng, Nr Dereham, Norfolk, NR9 5LJ	Unknown
Bernard Matthews Limited	Freehold	Rookery Farm, Rudham Road, Little Massingham, Nr Kings Lynn, Norfolk, PE32 2LA	NK292742
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Boston Lane, New York, Boston, Lincs, LN4 4XH	Unknown
Bernard Matthews Limited	Freehold	The Old Airfield, Oulton Street, Oulton, Norwich, Norfolk, NR6 6DE	Unknown
Bernard Matthews Limited	Freehold	The Old Airfield, North Pickenham, Swaffham, Norfolk, PE37 8LL	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Cowards Lane, Pinchbeck, Spalding, Lincs, PE11 3SP	LL103496
Bernard Matthews Limited	Freehold	Carr Lane, Roughton, Norfolk, NR11 8PG	Unknown
Bernard Matthews Limited	Freehold	Hall Road, Great Witchingham, Norfolk, NR9 5NA	NK263966
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Chalk Lane, Snetterton, Norfolk, NR16 2JZ	NK154976
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Spalding Common, Spalding, Lincs, PE11 3AS	
Bernard Matthews Limited	Freehold	Water Tower Site, Stanfield, Dereham, Norfolk, NR20 4HZ	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Midville Lane, Stickney, Boston, Lincs, PE22 8DN	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Stowgate, Market Deeping, Peterborough, PE6 8RW	Unknown
Bernard Matthews Limited	Freehold	Lime Tree Farm, Laxfield Road, Barley Green, Stradbroke, Suffolk, IP21 5JX	SK91693
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Chapel Road, Sutton St Edmunds, Spalding, Lincs, PE12 0HU	Unknown
Bernard Matthews Limited	Freehold	Hall Road, Tibenham, Norfolk, NR15 2EP	NK157870
Bernard Matthews Limited	Freehold	Laurel Farm, Ubbeston Green, Ubbeston, Nr Halesworth, Suffolk, IP19 0EZ	Unknown

Bernard Matthews Limited	Freehold	The Old Airfield, Beeston Road, Great Fransham, Dereham, Norfolk, NR19 2NG	
Bernard Matthews Limited	Freehold	The Old Airfield, Weston Green Road, Weston Longville, Norfolk, NR9 5LB	
Bernard Matthews Limited	Freehold	The Old Airfield, Foulsham, Dereham, Norfolk, NR20 5BG	NK188446
Bernard Matthews Limited	Freehold	Glebe Farm, Wymondham Road, Wrenningham, Norfolk, NR18 9ER	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Five House Lane, Wyberton, Boston, Lincs, PE21 7JA	Unknown
Bernard Matthews Limited	Freehold	Two Keys, Hall Road, Alderford, Norfolk, NR9 5NE	Unknown
Bernard Matthews Limited	Freehold	8 Hall Road, Alderford, Norfolk, NR9 5NE	Unknown
Bernard Matthews Limited	Freehold	9 Hall Road, Alderford, Norfolk, NR9 5NE	Unknown
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Ulllyatts Drove, Amber Hill, Boston, Lincs, PE20 3RE	
Bernard Matthews Limited	Freehold	The Bungalow, Firs Lane, Reepham Road, Bawdeswell, NR20 4RU	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Paradisi, Mill Drove, Cowbit, Spalding, Lincs, PE12 6AS	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Neals Gate Road, Fleet Fen, Spalding, Lincs, PE12 8SN	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Church Road, Fold Hill, Old Leake, Boston, Lincs, PE22 0PE	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Hale Lane, Frithville, Boston, Lincs, PE22 7EG	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Eastfields, 167 Luttongate Road, Gedney Hill, Spalding, PE12 0QH	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Five Acre Farm, Gosberton Clough, Spalding, Lincs, PE11 4JS	
Bernard Matthews Limited	Freehold	Brookside, Breckles Gate, Walton Road, Breckles, Gt Hockham, Nr Attleborough, Norfolk, NR17 1ER	
Bernard Matthews Limited	Freehold	Locks Farm, Haveringland, Norfolk, NR10 4QE	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	New River Gate, Holbeach Drove, Spalding, Lincs, PE12 0RY	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Main Road/Mill Lane, Holland Fen, Boston, Lincs, LN4 4QH	

Bernard Matthews Limited	Freehold	Meadow Sweet, Meadow Street, Holton, Suffolk, IP19 8NL	
Bernard Matthews Limited	Freehold	1 Hatchette Place, Holton, Suffolk, IP19 8NG	
Bernard Matthews Limited	Freehold	2 Hatchette Place, Holton, Suffolk, IP19 8NH	
Bernard Matthews Limited	Freehold	The Bungalow, Cockthorpe Road, Langham, NR25 7BP	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Leverton Farm, Old Field Lane, Outgate, Leverton, Lincs, PE22 0AE	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	301 Luttongate Road, Sutton St Edmunds, Spalding, Lincs, PE12 0LH	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Boston Lane, New York, Boston, Lincs, LN4 4XH	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Cowards Lane, Pinchbeck, Spalding, Lincs, PE11 3SP	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	5 Chalk Farm, Snetterton, NR16 2JZ	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Valands, South Drove, Spalding Common, Spalding, Lincs, PE11 3AY	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Midville Lane, Stickney, Boston, Lincs, PE22 8DN	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Chapel Road, 200 Luttongate, Sutton St Edmunds, Spalding, PE12 0LH	
Bernard Matthews Limited	Freehold	9 Castle Acre Road, Swaffham, PE37 7HS	
Bernard Matthews Limited	Freehold	1 Weston Green, Weston Longville, Norfolk, NR9 5LW	
Bernard Matthews Limited	Freehold	2 Weston Green, Weston Longville, Norfolk, NR9 5LW	
Bernard Matthews Limited	Freehold	3 Weston Green, Weston Longville, Norfolk, NR9 5LB	
Bernard Matthews Limited	Freehold	Glebe Farm, Wrenningham, Norfolk, NR16 1AY	
Bernard Matthews Limited Turners Turkeys Limited	Freehold	Five House Lane, Wyberton, Boston, Lincs, PE21 7JA	

Part A**INTELLECTUAL PROPERTY****COMMUNITY TRADE MARKS (CTM)**

<u>Trade mark</u>	<u>Registration number</u>
BERNARD MATTHEWS	640755
BERNARD MATTHEWS HALL LOGO	4048559
BERNARD MATTHEWS LOGO	661892
HALL LOGO	2801819
HALL LOGO (COLOUR)	2801793
JETTERS	240540

UNITED KINGDOM TRADE MARKS

<u>Trade mark</u>	<u>Registration number</u>
BAR-B-RIBS	1265311
BERNARD MATTHEWS	1302502
BERNARD MATTHEWS	1247207
BERNARD MATTHEWS	1395420
BERNARD MATTHEWS	1508409
BERNARD MATTHEWS	2147924
BERNARD MATTHEWS CARVERY CUTS	2361876
BERNARD MATTHEWS DINOSAURS	1541605
BERNARD MATTHEWS MINI KIEV	1328835
BERNARD MATTHEWS MINI-KIEV	1330515
BOOTIFUL	1265313
COUNTRY BAKES	1508702
DINO EGGS	2138411
DRUMMERS (WORD)	1268668
FINE DINING SIGNATURE LOGO	2356447
FOOTBALLERS	2164225
GOLDEN DRUMMERS (WORD)	1259078
GOLDEN FISHIES	1402697
HALL LOGO	2183587
HALL LOGO (LINE VERSION)	1306429
HALL LOGOS (LINE VERSION)	1306428
HALL LOGOS (PICTORIAL VERSION)	1261956
HALL LOGOS (PICTORIAL VERSION)	1261957
HAMWICH	1314354
HAMWICH (WORD)	1203293
HOTPOPS	2316743
JETTERS	1508852
MATTHEWS NORFOLK BRASS	2374453
MATTHEWS NORFOLK FARMS	1265318
MATTHEWS NORFOLK FARMS (LOGO)	1265320

MINI DRUMMERS (SERIES OF FOUR)	1336657
MINI KIEVS	1402851
PRINCESS DREAMS	2352135
SPELLBINDERS	2281684
TWIZZLERS	2147923
WILLY WHALES	2018719

Form 395: Appendix 5**The Chargors**

Number	Name	Place of Incorporation	Company Number
1.	Bernard Matthews Holdings Limited	England and Wales	03977289
2.	Bernard Matthews Limited	England and Wales	00625299
3.	Turners Turkeys Limited	England and Wales	00701295
4.	Bernard Matthews Foods Limited	England and Wales	01831006
5.	Bernard Matthews Aviation Limited	England and Wales	00694350
6.	Farms Security Services Limited	England and Wales	00701294
7.	Economy Brand Poultry Limited	England and Wales	00665617
8.	Bernard Matthews Kitchens Limited	England and Wales	00701293
9.	Bernard Matthews Fisheries Limited	England and Wales	00739195
10.	Fine Foods (East Anglia) Limited	England and Wales	03909416
11.	Bernard Matthews (Halesworth) Limited	England and Wales	01009762
12.	Snowdrop Foods Limited	England and Wales	00701296
13.	Yummy Foods Limited	England and Wales	02340644
14.	Lake Spring Water Company Limited	England and Wales	00669922
15.	Ash Valley Farms Limited	England and Wales	00660453
16.	Mini-Turkeys Limited	England and Wales	00732091
17.	L.B.T. Packers Limited	England and Wales	00675737
18.	Norfolk Spring Limited	England and Wales	00694351
19.	Vegetable Cuisine Limited	England and Wales	00708131
20.	Bon Appetite Limited	England and Wales	01366705
21.	Bernard Matthews Leasing Limited	England and Wales	01379934

Form 395: Appendix 6

Definitions

Account means each bank or similar account maintained from time to time by or in the name of any Chargor and all Related Rights;

Barclays Asset Finance Line means the facility made available pursuant to the Facility Letter as described more particularly at Appendix K thereof;

Excluded Group Shares means any shares in a company registered outside of the United Kingdom with the exception of shares held by any Chargor in Bernard Matthews BV;

Facility Letter means the letter dated 18 September 2006, between the Chargors and the Lenders (as defined therein) setting out the terms and conditions on which certain facilities will continue to be available to the Borrowers as amended from time to time (howsoever fundamentally) and/or refinanced and/or, such other document as may be designated in writing as the "Facility Letter" by the Security Agent and Holdings;

Finance Documents means the Lease Agreement, each Security Document, the De Lage Intercreditor Agreement, and any other document whether in connection with the Lease or otherwise designated as a "Finance Document" by De Lage and Holdings;

Group means Holdings and its Subsidiaries which are registered in the United Kingdom from time to time and **Group Member** means any of those persons;

Group Shares means, in relation to each of the Chargors, the shares in any Group Member owned legally or beneficially by it or held by any other party on its behalf and all Related Rights;

Insurance Policy means any contract or policy of insurance of any kind in which any Chargor has an interest from time to time and all Related Rights;

Intellectual Property means patents and patent applications, trade and service marks and applications, brand and trade names, copyrights and rights in the nature of copyright, design rights, registered designs and applications for registered designs, trade secrets, know-how and all other intellectual property rights throughout the world and all rights under any agreements relating to the use or exploitation of any such rights, including but not limited to those interests set out at Part B of Appendix 4;

De Lage Intercreditor Agreement means the agreement dated on or about the date hereof between the Chargors, De Lage and Barclays as Security Agent and/or such other document as may be designated in writing as the "De Lage Intercreditor Agreement" by De Lage, Holdings and the Security Agent;

Investments means any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of any Chargor or by any trustee,

fiduciary or clearance system on its behalf (including the Group Shares but excluding the Excluded Group Shares) and all Related Rights;

Lease Agreement means the agreement dated 23 July 2003, between the Lessee and De Lage setting out the terms and conditions which shall apply in relation to the leasing of certain equipment;

Monetary Claims means any book and other debts and monetary claims owing to each of the Chargors (other than in respect of any Account) and all Related Rights;

Real Estate means:

- (a) any freehold, leasehold, licence or other interest in any immovable property (including the property identified in respect of each of the Chargors in Part A of Appendix 4 and all Related Rights; and
- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights;

Related Rights means, in relation to any asset:

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

Security means any Security Interest created under or pursuant to the Security Agreement;

Security Agent means Barclays Bank PLC or a successor appointed in accordance with the Lenders Intercreditor Agreement;

Security Assets means all the assets and undertaking of each of the Chargors from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement;

Security Interest means any mortgage, charge, pledge, lien or other security interest or any other agreement, trust or arrangement (including a right of set-off or combination) having a similar effect; and

Share Pledge means the agreement to be entered into by which Norfolk Spring Limited pledges its shareholding in Bernard Matthews BV to the Security Agent and De Lage Landen Ireland Company.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00625299

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th DECEMBER 2006 AND CREATED BY BERNARD MATTHEWS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR TO DE LAGE LANDEN IRELAND COMPANY 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 15th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES