MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee Please see 'How to pay' on the last page

✓ What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company To do this, please use form MG01s

A11 03/02/2011 COMPANIES HOUSE

250

1	Company details	6 For official
Company number	0 0 7 0 1 2 9 5	→ Filling in this form
Company name in fu	TURNERS TURKEYS LIMITED ("Chargor")	Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
2	Date of creation of charge	
Date of creation	$\begin{bmatrix} d_2 & d_0 & & \\ \end{bmatrix} \begin{bmatrix} m_0 & & \\ \end{bmatrix} \begin{bmatrix} m_1 & & \\ \end{bmatrix} \begin{bmatrix} y_2 & y_0 & \\ \end{bmatrix} \begin{bmatrix} y_1 & & \\ \end{bmatrix} \begin{bmatrix} y_$	
3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
-		
4	amending the Deed of Debenture dated 14 January 20 between the Chargor and Burdale Financial Limi Trustee") Amount secured	
4	between the Chargor and Burdale Financial Limi	

MG01
Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)			
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Continuation page Please use a continuation page if you need to enter more details		
Name	BURDALE FINANCIAL LIMITED			
Address	Bow Bells House, 1 Bread Street, London			
Postcode	E C 4 M 9 B E			
Name				
Address				
Postcode				
6	Short particulars of all the property mortgaged or charged	I		
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details		

MG01

Particulars of a mortgage or charge

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X Reed Smith LLP

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge

Presenter information You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record Contact name HELENA CLARKE Company name Reed Smith Address Broadgate Tower 20 Primrose Street Post town County/Region Postcode R Country DX DX 1066/DX 18 City/London Telephone 020 3116 3747 Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing

Important information

Please note that all information on this form will appear on the public record.

How to pay

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

Make cheques or postal orders payable to 'Companies House '

Where to send

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You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse gov uk

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.FIXED SECURITY

The Chargor, as security for the payment and performance of the Secured Liabilities.

(a) Charged in favour of the Security Trustee subject to the terms of the Intercreditor Agreement and the Pension Trustee Accession Deed by way of a legal second mortgage the Mortgaged Property and all other interests in any freehold or leasehold property from the date of the Debenture and thereafter belonging to it; and

(b) Charged in favour of the Security Trustee subject to the terms of the Intercreditor Agreement and the Pension Trustee Accession Deed by way of a second fixed charge and grants a Security Interest upon.

(1) to the extent they are not within clause 1.(a) of this form MG01, all interests in any freehold or leasehold property from the date of the Debenture belonging to it;

(11) all Equipment from the date of the Debenture and thereafter belonging to it and its interest in any such Equipment in its possession from the date of the Debenture and all spare parts and replacements for all modifications and additions to such Equipment (other than any Specified Equipment effectively mortgaged to the Security Trustee by way of a second legal mortgage pursuant to clause 1 1(c) of this Form MG01);

(111)all of its benefits, claims and returns of premiums in respect of the Insurances;

(iv)all of its rights, title and interest (if any) in the Blocked Accounts and all monies standing to the credit of any Blocked Accounts and the debts representing them;

(v)its goodwill and its rights in relation to uncalled capital both from the date of the Debenture and thereafter;

(vi)its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor (but excluding (x) to the extent effectively charged to the Security Trustee pursuant to clause 1 1(b)(iii) of this Form MG01, the Blocked Accounts and any amounts standing to the credit thereof and the Other Accounts and any amounts standing to the credit thereof),

(vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in clause 1.1(b)(v); (viii) of this Form MG01 its rights under any hedging arrangements and other Contracts,

(ix) any of its beneficial interest, claim or entitlement in any pension fund, in relation to any Tax or VAT (whether a claim in respect of a refund or return of Tax or VAT or otherwise);

(x) the benefit of all permissions and authorisations of whatsoever nature and whether statutory or otherwise held in connection with its business or the use of any Charged Property which was the subject of the charges created by clause 2 of the Debenture and the right to recover and receive all compensation which may be payable to it in relation to those permissions and authorisations; and

(x1) the Scheduled Intellectual Property from the date of the Debenture or thereafter held by it, including any revenues or other income arising thereunder and any claims for damages arising in respect thereto (whether by reason of infringement or otherwise howsoever);

1

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

(X11)all Group Shares held from the date of the Debenture or thereafter by it and/or any nominee on its behalf; and

(X111) all the Related Rights accruing to all or any of the Group Shares held from the date of the Debenture or thereafter by it and/or any nominee on its behalf.

(c) charged in favour of the Security Trustee subject to the terms of the Intercreditor Agreement and the Pension Trustee Accession Deed by way of second mortgage all of its right, title and interest in and to

- (A) the Specified Equipment, and
- (B)all spare parts and replacements for and all modifications and additions to the Specified Equipment

2.FLOATING CHARGE

The Chargor as security for the payment and performance of the Secured Liabilities charged in favour of the Security Trustee subject to the terms of the Intercreditor Agreement and the Pension Trustee Accession Deed by way of a second ranking floating charge and grants a Security Interest upon:

(a)all its other assets and undertaking not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by clause 1 (Fixed Security) including its livestock and the eggs produced at the hatchery located at any Mortgaged Property other than the HSBC Cash Collateral Account;

(b) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both at the date of the Debenture and thereafter) located in Scotland or otherwise governed by the laws of Scotland, and

(c)whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both at the Date of the Debenture and thereafter) located outside of England, Wales and Scotland or otherwise governed by the laws of such other jurisdiction to the extent security by way of a floating charge is permitted in such other jurisdiction

3.RESTRICTIONS ON DEALINGS

The Chargor undertook that it would not

- (1)create or permit to subsist any Security Interest of whatsoever nature on any Charged Property other than a Permitted Security Interest; or
- (11) pursuant to a transaction with a value of more than £5 million or which is not on arm's length terms, sell, transfer, grant, lease or otherwise dispose of any Charged Property, without the prior written consent of the Security Trustee at its absolute discretion

4 FURTHER ASSURANCES

The Chargor agreed that it will, at its own expense, execute and do all such acts, deeds and things (including payment of all stamp duties, stamp

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

duty land tax and registration fees) the Security Trustee or a Receiver may reasonably require for

(a) fully and effectively creating, perfecting or better perfecting or protecting or better protecting and/or registering the security intended to be created by the Deed or any standard security (and/or assignation of rents relating to property located in Scotland) over any Charged Property, and

(b) after the security constituted by the Deed has become enforceable, facilitating the realisation of any Charged Property or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver in respect of any Charged Property, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think necessary or desirable

5 ACCESSION TO THE DEBENTURE

- (1) The Chargor undertook to be bound by all of the covenants and agreements in the Debenture which were expressed to be binding on a Chargor
- (1) The Chargor granted to the Security Trustee the assignments, charges, mortgages and other Security Interests described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that their assignments, charges, mortgages and other Security Interests shall be effective and binding upon them and their property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession

6.AMENDMENT OF THE DEBENTURE

(a) With effect from the date of the Deed the Debenture was amended as follows:

"In the definition of Secured Liabilities, the last line of the definition was amended by deleting "£10 million" and replacing it with £12,500,000"

7.MISCELLANEOUS

- (a) Without limiting the generality of the other provisions of the Deed and the Debenture, pursuant to the terms of the Deed and the Debenture, the Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in Clause 1.2(e) of the Debenture
- (1) charged to the Security Trustee by way of second legal mortgage all of the property (if any) from the date of the Deed belonging to them brief descriptions of which were specified in Schedule 2 (Mortgaged Property) to the Debenture and/or Part I of Schedule 2 to the Deed;
 - (11) mortgaged and charged and agreed to mortgage and charge to the

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security Trustee by way of second mortgage all of the stocks, shares and other securities (if any) brief descriptions of which are specified in Part II of Schedule 2 to the Deed (which shall from the date of the Deed form part of the Group Shares for the purposes of the Debenture);

(111) mortgaged and charged and agreed to mortgage and charge to the Security Trustee the same to be a security by way of a second mortgage all of their right, title and interest in and to the Equipment (if any) brief descriptions of which are specified in Part III of Schedule 2 to the Deed (which shall from the date of the Deed form part of the Specified Equipment for the purposes of the Debenture), the same to be a security by way of a first legal mortgage and all spare parts and replacements for and all modifications and additions to such Specified Equipment

(1x) charged to the Security Trustee by way of a second fixed charge all of their right, title and interest in and to-

- (A) the Blocked Account(s) specified in Part V of Schedule 2 to the Deed, and
- (B)all monies standing to the credit of such Blocked Account(s) and the debts represented by them,

(v)charged to the Security Trustee by way of second fixed charge their Intellectual Property (if any) specified in Part IV of Schedule 2 to the Deed (which shall from the date of the Deed form part of the Scheduled Intellectual Property of the Chargor for the purposes of the Debenture)

8 DEFINITIONS

"Blocked Accounts" means, in relation to any Chargor

- (a) the bank accounts of any Chargor specified in Part V of Deed, and
- (b) such other bank accounts of the Chargors as the Security Trustee may from time to time designate or approve by notice in writing to the relevant Chargor in accordance with the Finance Documents, and for the avoidance of doubt the HSBC Cash Collateral Account shall not

and for the avoidance of doubt the HSBC Cash Collateral Account shall no be a Blocked Account for the purposes of the Deed,

"Book Debts" means

- (a) all book and other debts in existence from time to time (including any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including any related agreements, documents, rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets);

"Charged Property" means the property, assets, undertaking and rights for the time being comprised in or subject to the Security Interests created by the Deed (and including the Mortgaged Property) and references to the Charged Property include references to any part of it,

"Contracts" means the contracts and/or agreements of a Chargor entered

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

into from time to time (including the IP Licences);

"Equipment" means

- (a) all present and future plant, machinery, equipment;
- (b) all computers, computer hardware and software (whether owned or licensed), vehicles, tools and furniture,
- (c) all fixtures and all attachments, all accessories and property (other than Fixtures) now or in future relating to any property or used in connection with a Chargor's business and replacements and substitutions for any of them wherever located,

including but not limited to the Equipment listed in Part II of Schedule 5 (Equipment) to the Debenture, in each case save to the extent that any such items form part of the relevant Chargor's stock in trade,

"Group Shares" means in relation to any Chargor

- (a) the shares specified as belonging to that Chargor in Schedule 4 (Group Shares) to the Debenture,
- (b) the shares specified as belonging to that Chargor in Part II of the Schedule to the Deed, and
- (c) all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the relevant Chargor from time to time,

"HSBC Cash Collateral Account" means account number 40-35-09, 82676729 at HSBC plc;

"Insurances" means all contracts and policies of insurance taken out by or for a Chargor or in which any Chargor has an interest (to the extent of that interest);

"Intercreditor Agreement" means the intercreditor agreement dated 11 June 2007 between the Company and, the Security Trustee and the Ancillary Facilities Provider,

"Intellectual Property" means any and all subsisting patents subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks (including all rights to sue on or in relation to unregistered marks in any jurisdiction under passing off, unfair competition or similar rules or otherwise, and all goodwill and other rights that would form the basis for any such claims), registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, rights in inventions, confidential information (including customer lists, market reports and statistics and any other information which a business, in the nature of that carried out by a Chargor would normally treat as confidential in the ordinary course of its business), database rights, rights in Know-how (and all rights in relation to it), business names, trade names, brand names, domain names (and the rights of a registrant therein) copyright and rights in the nature of copyright,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

design rights and get-up and any similar rights existing in any country and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Scheduled Intellectual Property;

"Mortgaged Property" means the freehold and leasehold property (including any Premises located thereon) brief details of which are set out in the Schedule (Mortgaged Property) to this Form MG01;

"Other Accounts" means

- (a) the bank accounts of the Chargors specified in Part II of Schedule 7 (Blocked Accounts and Other Accounts) to the Debenture;
- (b) the bank accounts of any Chargor specified in Part V of the Schedule to Deed; and
- (c) such other bank accounts of the Chargors as the Security Trustee may designate or approve by notice in writing to the relevant Chargor, for the avoidance of doubt the HSBC Cash Collateral Account is not an Other Account for the purposes of the Deed,

"Pension Trustee Accession Deed" means the deed of accession to the Intercreditor Agreement dated on or about the date of the deed between the Company, the Obligors (as defined in the Pension Trustee Accession Deed) Barclays Bank plc, the Security Trustee and the Pension Fund,

"Permitted Security Interest" means

- (a) any Security Interest which arises by operation of law in the ordinary course of trading;
- (b) the HSBC Cash Collateral Account, and
- (c) any security permitted or required under the Facilities Agreement or the First Ranking Debenture,

"Receiver" means any individual or individuals (who may be an employee or employees of the Security Trustee) for the time being and from time to time appointed by the Security Trustee to be a receiver or receivers (and, where more than one individual is appointed jointly, they shall have the power to act severally, unless the Security Trustee shall specify to the contrary in their appointment) under the Deed and, where the context shall admit, any individual or individuals for the time being and from time to time so appointed in substitution, provided always that all such individuals shall be qualified under the Insolvency Act 1986 to act as a receiver of the property of any company with respect to which he is appointed of any such company;

"Related Rights" means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Deed on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

"Scheduled Intellectual Property" means the Intellectual Property specified in Part I of Schedule 6 (Intellectual Property) and in Part IV of the Schedule to the Deed;

"Secured Liabilities" means all money and liability now or in the future due or owing to the Pension Fund by the Company or any of the Chargors including pursuant to the Supplemental Definitive Deed dated 9 February 1990 between the Company and the trustees as defined in such deed and the Schedule of Contribution dated 14 February 2006 between the Company and the Pension Fund,

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

"Specified Equipment" means the Equipment specified in Part I of Schedule 5 (Equipment) and in Part III of the Schedule to the Deed,

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

SCHEDULE

MORTGAGED PROPERTY

The land known as Ullyatts Drove, Amber Hill, Boston, Lincs, PE20 3RE with title number LL57189,

The land known as Brookside Farm, Breckles Gate, Walton Road, Breckles, Gt Hockham, Nr Attleborough, Norfolk, NR17 1ER with title number NK362072,

The land known as Lawn Farm, Norwich Road, Briston, Melton Constables, Norfolk, NR24 2HS with title number NK361728,

The land known as Mill Drove, Cowbit, Spalding, Lincs, PE12 6AS with title number LL103500,

The land known as Warrens Lane, Benacre Road, Ellough, Nr Beccles, Norfolk, NR34 7XE with title number SK167097;

The land known as Beck Farm, Haveringland Road, Felthorpe, Norfolk, NR10 4BZ with title number NK362091,

The land known as Cotton Brook Farm, Station Road, Flordon, Norfolk, NR15 1RH with title number NK361418;

The land known as Neals Gate Road, Fleet Fen, Holbeach St Johns, Spalding,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

Lincs, PE12 8SW with title number LL103497,

The land known as Camp Road, Scrane End, Freiston, Boston, Lincs, PE22 OLR with title number LL106243,

The land known as Old Church Lane, Fold Hill, Old Leake, Boston, Lincs, PE22 9PE with title number LL57829 and LL285845,

The land known as Hale Farm, Frithville, Boston, Lincs, PE22 7EG with title number LL57521;

The land known as Eastfields, Luttongate Road, Gedney Hill, Spalding, Lincs, PE12 0QH with title number LL103484 and LL103471;

The land known as Five Acre Farm, Broad Drove, Gosberton Clough, Spalding, Lincs, PEll 4JS with title number LL103494;

The land known as, Lock Farm, School Road, Haveringland, Norwich, Norfolk, NR10 4QE with title number NK196999;

The land known as Stone Road, Hockering, Nr Dereham, Norfolk, NR20 3PZ with title number NK134160,

The land known as The Old Airfield, Upper Holton, Halesworth, Suffolk IP19 8NJ with title number SK295664;

The land known as New River Gate, Holbeach Drove, Spalding, Lincs, PE12 ORY with title numbers LL175801, LL192827, LL103470 and LL287984,

The land known as Mill Lane, Holland Fen, Boston, Lincs, LN4 4QH with title number LL56944;

The land known as The Old Airfield, Cockthorpe Road, Langham, Holt, NR25 7BP with title number NK361958;

The land known as Luttongate Road, Sutton St Edmunds, Spalding, Lincs, PE12 OLJ with title number LL103472;

The land known as Primrose Green Farm, Lyng, Nr Dereham, Norfolk, NR9 5LJ with title number NK361918;

The land known as Boston Lane, New York, Boston, Lincs, LN4 4XH with title number LL57934,

The land known as The Old Airfield, Oulton Street, Oulton, Norwich, NR11 6DE with title number NK100108, NK121018 and NK150952,

The land known as The Old Airfield, North Pickenham, Swaffham, Norfolk, PE37 8LL with title number NK368561,

The land known as Cowards Lane, Pinchbeck, Spalding, Lincs, PE11 3SP with

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

title number LL103496;

The land known as Hall Road, Great Witchingham, Norfolk, NR9 5NA with title number NK361938;

The land known as Chalk Lane, Snetterton, Norfolk, NR16 2JZ with title number NK154976,

The land known as Spalding Common, Spalding, Lincs, PEII 3AS with title number LL103495;

The land known as Water Tower Site, Stanfield, Dereham, Norfolk, NR20 4HZ with title number NK46774 and NK363391;

The land known as Midville Lane, Stickney, Boston, Lincs, PE22 8DN with title number LL57987;

The land known as Stowgate, Market Deeping, Peterborough, PE6 8RW with title number LL103438;

The land known as Chapel Road, Sutton St Edmunds, Spalding, Lincs, PE12 OHU with title number LL103483,

The land known as The Old Airfield; Beeston Road; Great Fransham, Dereham; Norfolk, NR19 2NG with title number NK362217;

The land known as Glebe Farm, Wymondham Road, Wreningham, Norfolk, NR18 9ER with title number NK362231,

The land known as Five House Lane, Wyberton, Boston, Lincs, PE21 7JA with title number LL56938;

The land known as Firs Lane Farm, Reepham Road, Bawdeswell, Nr Dereham, Norfolk, NR20 4RU with title number NK362562 and NK366270;

The land known as Guestwick Road, Foulsham, Nr Dereham, Norfolk, NR20 5RR with title number NK363053,

The land known as Rookery Farm, Rudham Road, Little Massingham, Nr Kings Lynn, Norfolk, PE32 2LA with title number NK292742;

The land known as Carr Lane, Roughton, Norfolk, NR11 8PG with title number NK140702, NK175181, and NK202450,

The land known as Lime Tree Farm, Laxfield Road, Barley Green, Stradbroke, Suffolk, IP21 5JX with title number SK91693,

The land known as Hall Road, Tibenham, Norfolk, NR15 2P with title number NK157870;

The land known as Laurel Farm, Ubbeston Green, Ubbeston, Nr Halesworth,

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

Suffolk, IP19 OEZ with title number SK295152;

The land known as The Old Airfield, Foulsham, Dereham, Norfolk, NR20 5BG with title number NK188446,

The land known as Holton Factory 1 (including Dry Goods Store), Sparrowhawk Road, Upper Holton, Halesworth, IP19 8NJ with title number SK308640 and SK240708;

The land known as Holton Coldstore, Sparrowhawk Road, Upper Holton, Halesworth, IP19 8NJ with title number SK308640 and SK240708,

The land known as Holton Factory 2, Sparrowhawk Road, Upper Holton, Halesworth, IP19 8NJ with title number SK308640 and SK240708;

The land known as Bawsey Mill, Bawsey, Kings Lynn, Norfolk, PE32 1EP with title number NK263946;

The land known as Great Witchingham Hall, Norwich, Norfolk, NR9 5QD with title number NK263966;

The land known as 8 & 9 Hall Road and 2 Keys Hall Road, Great Witchingham, Norwich with title number NK380876,

The land known as Thorseby Bridge Farm, Marshchapel, Grimsby with title number LL179674 and LL312379,

The land known as Donna Nook Farm, South Side of Ark Road, North Somercotes with title number LL174162,

The land known as Causeway Bridge Farm, Church Lane, Manby, Lincolnshire with title number LL94613 and LL229395;

The land on the north side known as Low Farmhouse, Fulstow also known as Unit 1 Marshwold, Fulstow with title number LL221477,

The land on the north side known as Low Farm, Fulstow also known as Unit 2 Marshwold, Fulstow with title number LL259511,

The land and buildings on the south west side of Main Street, Fulstow also known as Southfield Farm, Fulstow with title number LL174142; and

The land and buildings known as Ivy Lane, Grainthorpe with title number LL174141.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 701295 CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF AMENDMENT AND ACCESSION DATED 20 JANUARY 2011 AND CREATED BY TURNERS TURKEYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE UP TO A LIABILITY OF £12,500,000 FROM THE COMPANY TO BERNARD MATTHEWS PENSIONS FUND WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 3 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY 2011

DX



