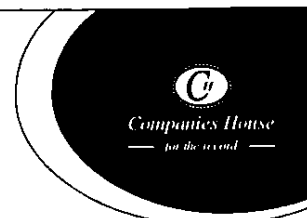


037337/104

In accordance with
Section 860 of the
Companies Act 2006

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
company. To do this, please
use form MG01s

TUESDAY



LD5

16/11/2010

13

COMPANIES HOUSE

1 Company details

Company number 0 0 9 0 1 5 2 2

Company name in full R&R Ice Cream UK Limited (the "Chargor")

For official use
14

→ Filing in this form
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 0 5 1 1 2 0 1 0

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'

Description The debenture (the "Debenture") dated 05 November 2010 made between, amongst others, the
Chargor and the Security Trustee (please refer to attached Continuation Page headed "Part 3 -
Definition of Security Trustee")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Please refer to the attached Continuation Page headed "Part 2 -
Amount secured"

Continuation page

Please use a continuation page if
you need to enter more details

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

Name

Please refer to attached Continuation Page headed "Part 3 -

Address

Definition of Security Trustee"

Postcode

--	--	--	--	--	--	--	--	--

Name

Address

Postcode

--	--	--	--	--	--	--	--	--

Continuation page

Please use a continuation page if you need to enter more details

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

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

Short particulars

Please refer to attached Continuation Pages headed "Part 4 - Short particulars of all the property mortgaged or charged"

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>N/A</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>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)</p> <p>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)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X Shearman & Sterling (London) LLP X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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 **Marsili Hale**

Company name **Shearman & Sterling (London) LLP**

Address **Broadgate West**

9 Appold Street

Post town **London**

County/Region

Postcode **E C 2 A 2 A P**

Country **United Kingdom**

DX

Telephone **+44 207 655 5684**



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

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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

PART 1

Definitions

In this form MG01, so far as the context admits, the following expressions have the following meanings

"Additional Senior Secured Notes Debt Instrument" has the meaning given that term in the Intercreditor Deed,

"Administrator" means an administrator appointed under Schedule B1 of the Insolvency Act 1986,

"Bank Account" means any account with any bank or financial institution in which any Chargor now or in the future has an interest including any replacement or substitute account or subdivision or sub-account of that account and to the extent of such interest, all credit balances now or in the future on such accounts and all Related Rights,

"Charged Assets" means the assets and undertakings from time to time which are the subject of any Security created or purported to be created by or pursuant to the Debenture and, where the context permits, the proceeds of sale of such assets,

"Charges" means Security from time to time created or expressed to be created by or pursuant to the Debenture,

"Debtors" means (i) Borrowers and the Guarantors (each as defined in the Senior Revolving Facility Agreement), and any Subsidiary which has granted security in respect of the Secured Documents, and (ii) the Issuer and the Guarantors (each as defined in the Senior Secured Notes Indenture),

"Declared Default" means

- (a) an Event of Default which is continuing in respect of which a notice of the exercise of the remedies has been served under Clause 28 15 (*Acceleration*) of the Senior Revolving Facility Agreement, or
- (b) an event of default under the Senior Secured Notes Indenture in respect of which a notice of the exercise of the remedies has been served under the terms of the Original Senior Secured Notes Indenture or any Additional Senior Secured Notes Indenture or following which automatic acceleration of the Senior Secured Notes has occurred,

"Event of Default" has the meaning given to that term in the Intercreditor Deed,

"Fixtures" means trade and other fixtures and fittings and fixed plant, machinery and other apparatus,

"Hedging Agreement" has the meaning given that term in the Intercreditor Deed,

"Insurance Policy" means any contract or policy of insurance (including life insurance or assurance) in which any Chargor may from time to time have an interest as a beneficiary under its terms,

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

"Intellectual Property" means all patents, trademarks, service marks, brand and business names, copyrights (including any rights in computer software), design rights, registered designs, moral rights, inventions (including any software), topography and similar rights, database rights, domain name rights, confidential information, know-how and all other intellectual property rights and interests (whether or not registered) (including, without limitation, all scheduled intellectual property) and the benefit of all applications and rights to use such assets and all Related Rights,

"Intercreditor Deed" means an intercreditor deed dated 5 November 2010 and made between, inter alios, the Security Trustee, the Agent, the Parent, the Original Lenders and the Ancillary Lenders (each as defined therein) and the Senior Secured Notes Trustee (as amended, restated, supplemented, acceded to and/or waived from time to time),

"Investments" means

- (a) any shares, stocks, debentures, certificates of deposit, securities, bonds or other securities,
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any investment referred to in paragraph (a) or (b),

including, without limitation, the Scheduled Investments, in each case whether held directly by the Chargor or by any security trustee, security agent, finance party, depository, custodian, nominee, fiduciary, investment manager or clearing system on its behalf and all Related Rights (including all rights against such person) and all Derivative Rights,

"Monetary Claims" means any book and other debts and monetary claims owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any claim, return of premium or the proceeds paid or payable in respect of any Insurance Policy, any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of any Chargor, but excluding the Bank Accounts),

"Nestlé Licence" means the Licence granted to the Parent by Nestlé UK Ltd dated 11 September 2001,

"Non Priority Hedging Liabilities" has the meaning given that term in the Intercreditor Deed,

"Personal Chattels" means plant, machinery, office equipment, computers, vehicles, goods and other chattels (including all spare parts, replacements, modifications and additions) but not Fixtures on Real Property charged under Clause 3 2(a) (*Real Property*) of the Debenture or stock in trade or work in progress and all Related Rights,

"Real Property" means freehold, leasehold or immoveable property anywhere in the world (including, without limitation, the Scheduled Real Property) and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and includes all Related Rights,

"Receiver" means a receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Trustee pursuant to the Debenture or otherwise,

"Related Rights" means, in relation to any asset

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	<p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, negotiable instruments, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any moneys and proceeds paid or payable in respect of that asset,</p> <p>"Relevant Account" means the Scheduled Bank Accounts (and any renewal or redesignation of any such account) and any other Bank Account that may from time to time be identified in writing as a Relevant Account by the Security Trustee and any Chargor (and any replacement or substitute account or any subdivision or sub account of such account),</p> <p>"Relevant Documents" means the documents specified in SCHEDULE 9 (<i>Relevant Documents</i>) of the Debenture and as set out in Schedule 1 to these continuation pages,</p> <p>"Scheduled Bank Accounts" means the Bank Accounts described in SCHEDULE 5 (<i>Details of the Scheduled Bank Accounts</i>) of the Debenture and as set out in Schedule 2 to these continuation pages,</p> <p>"Scheduled Intellectual Property" means the Intellectual Property described in SCHEDULE 3 (<i>Details of the Scheduled Intellectual Property</i>) of the Debenture and as set out in Schedule 3 to these continuation pages,</p> <p>"Scheduled Investments" means the Investments described in SCHEDULE 4 (<i>Details of the Scheduled Investments</i>) of the Debenture and as set out in Schedule 4 to these continuation pages,</p> <p>"Scheduled Real Property" means the Real Property described in SCHEDULE 2 (<i>Details of the Scheduled Real Property</i>) of the Debenture and all Related Rights (as set out in Schedule 5 to these continuation pages),</p> <p>"Secured Documents" means, together, the Senior Revolving Facility Finance Documents and the Senior Secured Notes Documents, and "Secured Document" shall mean any one of them,</p> <p>"Secured Liabilities" means all present and future obligations and other liabilities of any nature, whether actual, contingent or limited, of the Debtors (or any of them) which are or become due, owing or incurred under or in connection with the Secured Documents, to the Security Trustee (in any capacity whatsoever) and/or the Secured Parties and/or any Receiver or any legal successor (including by way of transfer or assignment) of the Security Trustee and/or any Secured Party and/or any Receiver (including, without limitation, under or in relation to any amendments, supplements, new or increased advances or utilisations, extensions (whether of maturity or otherwise), replacements and/or restatements (however fundamental and of whatsoever nature and whether or not more onerous) of any of the Secured Documents), whether incurred solely or jointly and/or severally and whether as principal or surety or in any other capacity whatsoever, in any currency or currencies, including all interest accruing thereon, after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Debtor pursuant to the terms of the Secured Documents) incurred in connection therewith except for any liabilities which, if they did constitute part of the Secured Liabilities, would result in the Debenture contravening section 678 or 679 of the Companies Act 2006 and "Secured Liability" shall be construed accordingly,</p>	

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

"Secured Parties" has the meaning given to that term in the Intercreditor Deed,

"Security" means "Security" as defined in the Senior Revolving Facility Agreement and "Lien" as defined in the Senior Secured Notes Indenture,

"Security Trustee" means Barclays Bank PLC as Security Trustee for the Secured Parties appointed pursuant to Clause 16 (The Security Trustee) of the Intercreditor Deed,

"Senior Revolving Facility Agreement" means the senior revolving credit facility agreement dated 25 October 2010 made between, among others, R&R Ice Cream plc (formerly R&R Ice Cream Limited) as Parent, Barclays Capital, the investment banking division of Barclays Bank plc and Credit Suisse International as arrangers, the Barclays Bank plc as agent and Security Trustee and the Original Lenders referred to therein (as amended, amended and restated, acceded to and/or supplemented from time to time),

"Senior Revolving Facility Finance Documents" has the meaning given to that term in the Intercreditor Deed and includes any Hedging Agreement to the extent that it is in respect of Priority Hedging Liabilities,

"Senior Secured Notes" has the meaning given that term in the Intercreditor Deed,

"Senior Secured Notes Documents" means the Senior Secured Notes Indenture, the Senior Secured Notes, the Senior Secured Notes Security, the Senior Secured Notes Guarantees, any Hedging Agreement to the extent that it is in respect of Non Priority Hedging Liabilities and the Intercreditor Deed,

"Senior Secured Notes Guarantees" has the meaning given to that term in the Intercreditor Deed,

"Senior Secured Notes Indenture" means the indenture dated on or about the date of the Debenture pursuant to which the Senior Secured Notes are issued (or any guarantees therefore are given) and includes any Additional Senior Secured Notes Debt Instrument,

"Senior Secured Notes Security" has the meaning given to that term in the Intercreditor Deed,

"Senior Secured Notes Trustee" means Deutsche Trustee Company Limited as trustee for the Senior Secured Noteholders

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Particulars of a mortgage or charge

4	Amount secured	
Please give us details of the amount secured by the mortgage or charge		
Amount secured	<p style="text-align: center;">PART 2</p> <p style="text-align: center;">Amount secured by the mortgage or charge</p> <p>All present and future obligations and other liabilities of any nature, whether actual, contingent or limited, of the Debtors (or any of them) which are or become due, owing or incurred under or in connection with the Secured Documents, to the Security Trustee (in any capacity whatsoever) and/or the Secured Parties and/or any Receiver or any legal successor (including by way of transfer or assignment) of the Security Trustee and/or any Secured Party and/or any Receiver (including, without limitation, under or in relation to any amendments, supplements, new or increased advances or utilisations, extensions (whether of maturity or otherwise), replacements and/or restatements (however fundamental and of whatsoever nature and whether or not more onerous) of any of the Secured Documents), whether incurred solely or jointly and/or severally and whether as principal or surety or in any other capacity whatsoever, in any currency or currencies, including all interest accruing thereon, after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Debtor pursuant to the terms of the Secured Documents) incurred in connection therewith except for any liabilities which, if they did constitute part of the Secured Liabilities, would result in the Debenture contravening section 678 or 679 of the Companies Act 2006</p>	

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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

PART 3

Definition of Security Trustee

"Security Trustee" means Barclays Bank PLC, 5 the North Colonnade, Canary Wharf, London E14 4BB as Security Trustee for the Secured Parties appointed pursuant to Clause 16 (*The Security Trustee*) of the Intercreditor Deed

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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

PART 4

Short Particulars of all property mortgage or charged

- 1 Pursuant to Clause 3 1 (*Creation of Charges*) of the Debenture, all Charges and assignments under the Debenture are
 - (a) made in favour of the Security Trustee (for the benefit of itself and the other Secured Parties),
 - (b) made with full title guarantee, and
 - (c) granted as security for the payment, discharge and performance of all Secured LiabilitiesAll Charged Assets are excluded from the Charges created pursuant to Clause 3 2 (*Fixed Charges*) of the Debenture to the extent specifically assigned pursuant to Clause 3 3 (*Assignment by way of Security*) of the Debenture
- 2 Pursuant to Clause 3 2 (*Fixed Charges*) of the Debenture and subject to Clause 3 10 (*Excluded Assets*) of the Debenture, the Chargor charges
 - (a) Real Property
 - (i) by way of first legal mortgage the Scheduled Real Property and all other Real Property in England or Wales now belonging to it, and
 - (ii) by way of first fixed charge all its rights, title and interest now or subsequently in Real Property not mortgaged pursuant to paragraph (i) above,
 - (b) Investments
 - (i) by way of first fixed charge all its rights, title and interest in the Scheduled Investments and all other Investments now belonging to it, and
 - (ii) by way of first fixed charge all its rights, title and interest in all Investments now or subsequently belonging to it not referred to in paragraph (i) above,
 - (c) Monetary Claims and Related Rights by way of first fixed charge all its rights, title and interest now or subsequently in all Monetary Claims and all Related Rights except to the extent that such assets are for the time being effectively charged pursuant to paragraph (e) below or effectively assigned by way of Security pursuant to Clause 3 3 (*Assignment by way of Security*) of the Debenture),
 - (d) Intellectual Property by way of first fixed charge all its rights, title and interest now or subsequently in Intellectual Property including, without limitation, the Scheduled Intellectual Property (other than any Intellectual Property which is for the time being effectively assigned by way of Security pursuant to Clause 3 3 (*Assignment by way of Security*) of the Debenture,
 - (e) Bank Accounts by way of first fixed charge all its rights, title and interest now or subsequently in the Bank Accounts (including the Scheduled Bank Accounts),

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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	<p>(f) Insurance Policies by way of first fixed charge all its rights, title and interest now or subsequently in the Insurance Policies and all Related Rights,</p> <p>(g) Personal Chattels by way of first fixed charge all its rights, title and interest now or subsequently in the Personal Chattels (including Scheduled Personal Chattels), and</p> <p>(h) Goodwill and uncalled capital by way of first fixed charge all its rights, title and interest now or subsequently in</p> <p>(i) all its uncalled capital, and</p> <p>(ii) all its goodwill</p> <p>3 Pursuant to Clause 3 3 (<i>Assignment by way of Security</i>) of the Debenture</p> <p>(a) The Chargor hereby assigns and agrees to assign absolutely (subject to the right to reassignment on redemption pursuant to Clause 16 11 (<i>Final Redemption</i>) of the Debenture) all rights, title and interest present or future of such Chargor in respect of</p> <p>(i) the Relevant Documents listed in Part 1 of SCHEDULE 9 of the Debenture (as set out in Schedule 1 to these continuation pages), together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents,</p> <p>(ii) all rights and claims in respect of the Relevant Accounts,</p> <p>(iii) all rights, claims and remedies in respect of the Insurance Policies, and</p> <p>(iv) all rights, claims and remedies in respect of the Intellectual Property</p> <p>(b) Until the occurrence of a Declared Default, the Chargor shall be entitled to exercise all its rights in relation to the Insurance Policies, Relevant Accounts, Intellectual Property and the Relevant Documents, subject to the other provisions of the Debenture</p> <p>4 Pursuant to Clause 3 4 (<i>Floating charge</i>) of the Debenture</p> <p>(a) The Chargor charges by way of first floating charge its undertaking and all its assets both present and future other than any asset in England and Wales effectively mortgaged, charged or assigned under Clause 3 2 (<i>Fixed Charges</i>) of the Debenture or Clause 3 3 (<i>Assignment by way of Security</i>) of the Debenture including any assets comprised within a Charge which is reconverted under Clause 3 8 (<i>Reconversion</i>) of the Debenture The floating charge created by the Chargor under Clause 3 4 (<i>Floating Charge</i>) of the Debenture shall be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986</p> <p>(b) The floating charges created by Clause 3 4 (<i>Floating Charge</i>) of the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by a Chargor under the Secured Documents in favour of the Security Trustee as Security for the Secured Liabilities</p> <p>5 Pursuant to Clause 3 5 (<i>Automatic Crystallisation</i>) of the Debenture</p> <p>(a) Notwithstanding any other provision of the Debenture (and without prejudice to any law which may have a similar effect), the floating charge created under the Debenture will</p>

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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	<p>automatically be converted with immediate effect and without notice into a fixed charge as regards the Charged Assets subject to such floating charge but subject to Clause 3 7 (<i>Moratorium</i>)</p> <p>(i) upon the convening of any meeting of the members of the relevant Debtor to consider a resolution to wind up the Debtor,</p> <p>(ii) upon the presentation of a petition to wind up the relevant Debtor which is not discharged within 14 days or in any event before such petition is heard,</p> <p>(iii) upon the presentation of a petition or making of an application for a warrant of execution, warrant of fieri facias, third party debt order or charging order or a person otherwise levying any distress, execution, attachment, expropriation, sequestration or other legal process against any of the Charged Assets charged by way of the floating charge, or</p> <p>(iv) any Chargor creates or attempts to create any Security or trust over any of the Charged Assets secured by the floating charge created by Clause 3 4 (<i>Floating Charge</i>) of the Debenture,</p> <p>(v) a resolution is passed or an order is made or a petition or application is presented for the administration, dissolution or a reorganisation that is not permitted under the Secured Documents or constitutes and Event of Default in relation to any Chargor, or</p> <p>(vi) an Administrator or Receiver is appointed in respect of any Chargor or the Security Trustee receives notice of an intention to appoint an Administrator pursuant to paragraph 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of any Chargor</p> <p>6 Pursuant to Clause 3 6 (<i>Crystallisation of Floating Charge by notice</i>) of the Debenture, the Security Trustee may at any time by notice in writing to any Chargor convert the floating charge created by such Chargor pursuant to Clause 3 4 (<i>Floating Charge</i>) of the Debenture with immediate effect into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Trustee reasonably considers in good faith (acting on the instructions of the Instructing Group) those assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution, sequestration or other legal process or otherwise to be in jeopardy), or</p> <p>(c) the Security Trustee reasonably considers in good faith (acting on the instructions on the Instructing Group) that it is necessary in order to protect the priority of Security, or</p> <p>(d) a petition for compulsory winding-up or a petition for a creditors' voluntary winding-up has been presented or a resolution has been passed for a creditors' voluntary winding-up or a petition has been presented for the making of an administration order, or an administrator has been appointed or notice has been given of intention to appoint an administrator pursuant to paragraph 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of any Chargor</p> <p>7 Pursuant to Clause 3 10 (<i>Excluded Assets</i>) of the Debenture, if the rights of any Chargor under any instrument or agreement cannot be the subject of any Charges or assignment which the Debenture</p>

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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

purports to create under Clause 3 2(a) (*Real Property*), 3 2(c) (*Monetary Claims and Related Rights*), 3 2(d) (*Intellectual Property*), 3 2(e) (*Bank Accounts*) 3 2(g) (*Personal Chattels*) or Clause 3 3 (*Assignment by way of Security*) of the Debenture without the consent of another party

- (a) the Chargor shall notify the Security Trustee promptly,
- (b) the Debenture will charge all amounts which the relevant Chargor may receive, or has received, under that document, and
- (c) the relevant Chargor will use all reasonable endeavours to promptly obtain the consent of the relevant third party for such rights to be charged or assigned under the Debenture and, if such consent is obtained, such rights shall immediately become subject to an effective fixed charge or assignment pursuant to Clause 3 2 (*Fixed Charges*) of the Debenture or an assignment under Clause 3 3 (*Assignment by way of Security*) of the Debenture and the Chargor shall promptly provide a copy of such consent to the Security Trustee

The Chargor will use reasonable endeavours to ensure that instruments and agreements which it enters into after the date of the Debenture do not contain restrictions which would cause them to be excluded from the charges pursuant to paragraph (c) above

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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

PART 5

Covenants and Restrictions

- 1 Pursuant to Clause 5 1 (*Other Obligations – Negative pledge and disposals*) of the Debenture, and subject to Clause 5 3 (*Other Obligations – Monetary Claims*) of the Debenture, except with the consent of the Security Trustee, the Chargor shall not
 - (a) create or permit to subsist any Security over any Charged Assets save as expressly permitted pursuant to the Secured Documents, or
 - (b) sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except as permitted pursuant to the terms of the Debenture and the Secured Documents
- 2 Pursuant to Clause 5 3 (*Other Obligations – Monetary Claims*) of the Debenture
 - (a) Dealing with Monetary Claims
 - (i) Save as permitted by the Secured Documents, the Chargor shall not release, sell, transfer, assign, factor, discount or otherwise dispose of in any way with any of the Monetary Claims except as required by Clause 5 3(b)(ii) of the Debenture
 - (ii) The Chargor shall get in and realise in a prudent manner on behalf of the Security Trustee all its Monetary Claims and pay such moneys into the Bank Accounts, such Chargor shall hold such moneys on trust for the Security Trustee prior to such payment
 - (b) Release of Monetary Claims
 - (i) Prior to the Charges becoming enforceable in accordance with Clause 6 2 (*Enforceability of Security*) of the Debenture, the proceeds of the realisation of the Monetary Claims received by any Chargor shall, upon such proceeds being credited to a Bank Account, be released from the fixed charge created by Clause 3 2(c) (*Monetary Claims and Related Rights*) of the Debenture and only be subject to the floating charge created by Clause 3 4 (*Floating Charge*) of the Debenture and the relevant Chargor may withdraw such proceeds from such Bank Accounts subject to any applicable restrictions set out in the Secured Documents and the Debenture
 - (ii) After the Charges have become enforceable in accordance with Clause 6 2 (*Enforceability of Security*) of the Debenture, the Chargor shall not, except with the consent of the Security Trustee, withdraw or otherwise transfer the proceeds of realisation of any Monetary Claims standing to the credit of any Bank Account and shall pay all moneys received by any Chargor from any source into such Collection Accounts as are specified by the Security Trustee and give notice to the debtors of any of its Monetary Claims of the Security created by the Debenture in such form as the Security Trustee may require
- 3 Pursuant to Clause 5 5 (*Other Obligations – Intellectual Property*) of the Debenture

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) The Chargor undertakes that it shall, in respect of its Intellectual Property which is necessary for the business of the Chargor
- (i) make registrations and pay all registration fees and taxes necessary to record the interest of the Security Trustee in any registers relating to any such Intellectual Property which is registrable,
 - (ii) take all such steps and do all such acts as may be necessary to preserve and maintain the subsistence and the validity of any such Intellectual Property,
 - (iii) notify the Security Trustee of the details of all patents, registered trade marks and registered designs, including applications for any of the same in any part of the world but only prior to the extent that these are necessary for such Chargor's business prior to a Declared Default,
 - (iv) use all its reasonable endeavours to prevent any infringement of any such Intellectual Property in any material respect including permitting the Security Trustee in the name of, but at the cost of, such Chargor to bring such legal proceedings, and
 - (v) not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its existence or value,
- in each case where failure to do so would have a materially adverse effect on the existence or value of the Intellectual Property

4 Pursuant to Clause 5 6 (*Other Obligations – Insurance*) of the Debenture

- (a) The Chargor shall promptly serve (with a copy to the Security Trustee) a Notice of Insurance Assignment to the brokers or underwriters of each Insurance Policy and the Chargor shall use all its reasonable endeavours to procure the prompt delivery to the Security Trustee of a duly completed acknowledgement in the form set out in Part 2 (*Form of Notice of Assignment to Insurers*) of SCHEDULE 8 of the Debenture or in such other form as the Security Trustee may approve
- (b) (i) The Chargor must keep its Charged Assets insured in accordance with the terms of the Secured Documents,
- (ii) In addition the Chargor must maintain the insurance required under clause 27 15 of the Senior Revolving Facility Agreement,
- (iii) Promptly do all things necessary to keep the insurance required to be maintained by Clause 5 6 (*Other Obligations – Insurance*) of the Debenture in force and on demand of the Security Trustee produce to the Security Trustee the policy, certificates or cover note relating to such insurance and related premium receipts,
- (iv) Any such insurance must be in the joint names of the Security Trustee in accordance with the notice in the form set out in Part 2 (*Form of Notice of Assignment to Insurers*) of SCHEDULE 8 of the Debenture

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Short particulars of all the property mortgaged or charged

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- (c) Any moneys received under any Insurance Policies relating to Charged Assets shall be applied (subject to the terms of the Intercreditor Deed and any person having prior rights to such moneys)
- (i) prior to the occurrence of a Declared Default in accordance with the Secured Documents, and
- (ii) following a Declared Default, the Chargor shall hold such moneys upon trust for the Security Trustee pending payment to the Security Trustee for application in accordance with Clause 8 1 (*Application*) of the Debenture
- (d) The Chargor must promptly pay all premiums and other moneys payable under its Insurance Policies required to be maintained under the Debenture and promptly on request by the Security Trustee, produce to the Security Trustee a copy of each policy and evidence satisfactory to the Security Trustee (acting reasonably) of the payment of such sums. If required by the Security Trustee following a Declared Default (but subject to the provisions of any lease of Charged Assets), a Chargor shall deposit all its Insurance Policies with the Security Trustee
- (e) If the Chargor fails to comply with its obligations under Clause 5 6 (*Insurance*) of the Debenture, the Security Trustee may, following written notice to such Chargor, effect such insurance as it thinks fit and the relevant Chargor shall reimburse the Security Trustee on demand for the cost of effecting such insurance with interest

5 Pursuant to Clause 5 7 (*Other Obligations – Relevant Documents*) of the Debenture

- (a) The Chargor
- (i) unless permitted by the Secured Documents, shall not amend or vary or waive any provision of any Relevant Documents (with the exception of the Parent in respect of the Nestlé Licence where this sub-Clause is only relevant following the occurrence of a Declared Default) or agree to do so and shall not rescind or terminate any of the Relevant Documents,
- (ii) shall perform all its obligations and diligently pursue its rights and remedies under the Relevant Documents,
- (iii) shall give notice to the Security Trustee forthwith in writing of any breach by the other parties to the Relevant Documents of their obligations under the Relevant Documents or right of rescission or termination arising thereunder together with such Chargor's proposals for causing any breach to be remedied and, subject to the Security Trustee's approval of such proposals, forthwith implement them at such Chargor's expense to the satisfaction of the Security Trustee, and
- (iv) shall promptly following execution of the Debenture (with the exception of the Parent in respect of the Nestlé Licence where this sub-Clause is only relevant following the occurrence of a Declared Default) or if later the date the Relevant Document is executed serve (with a copy to the Security Trustee) a Notice of Document Assignment on each of the other parties to each Relevant Document and the Chargor shall use all its reasonable endeavours to procure the prompt delivery to the Security Trustee of a duly completed acknowledgement in substantially the form set out in Part 1 (Form of Notice of Assignment of

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Relevant Document) of SCHEDULE 8 to the Debenture or in such other form as the Security Trustee may approve, acting reasonably, from each party served with such Notice of Assignment

- (b) The Debenture constitutes notice in writing to the Chargor of any Security over any debt owed by that Chargor to any other Group Company or over any contract or agreement between that Chargor and any other Group Company whether created under the Debenture or any other Security Document

6 Pursuant to Clause 5.8 (*Other Obligations – Fixtures and Personal Chattels*) of the Debenture

- (a) Save as permitted under the Senior Revolving Facility Agreement or the Senior Secured Notes Indenture, the Chargor undertakes that it shall
 - (i) not dispose of any of its Personal Chattels without the Security Trustee's consent,
 - (ii) maintain in working order and condition (ordinary wear and tear excepted) all Personal Chattels necessary or desirable in the conduct of its business,
 - (iii) not do or omit to do anything which could reasonably be expected to result in any Fixture or Personal Chattel subject to a fixed charge hereunder or any part thereof being confiscated, seized, requisitioned, taken in execution, impounded or otherwise taken out of such Chargor's control,
 - (iv) if it has not already done so and if so requested by the Security Trustee following a Declared Default, in the case of any Fixture or Personal Chattel subject to a fixed charge hereunder located on leasehold premises, obtain evidence in writing from any lessor of any such premises that it waives absolutely all and any rights it may have now or at any time in the future over any such Fixture or Personal Chattel,
 - (v) if so requested by the Security Trustee following a Declared Default, place and maintain on each Scheduled Personal Chattel and each other Personal Chattel subject to a fixed charge hereunder, in a conspicuous place, an identification marking as appears below and not conceal, alter or remove such marking or permit it to be concealed, altered or removed

"NOTICE OF CHARGE"

This [specify nature of Personal Chattel] and additions and ancillary equipment are subject to a first fixed charge in favour of ["name of the Security Trustee"]

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Short particulars

SCHEDULE 1

Relevant Documents

1. Structural Intra-Group Loan Agreements

Structural Intra-Group Loan Agreement dated 5 November 2010 between R&R Ice Cream plc and R&R Ice Cream UK Limited

Structural Intra-Group Loan Agreement dated 5 November 2010 between R&R Ice Cream plc and Richmond Foods Limited

Structural Intra-Group Loan Agreement dated 5 November 2010 between R&R Ice Cream plc and Ruby Acquisitions Limited

Structural Intra-Group Loan Agreement dated 5 November 2010 between R&R Ice Cream plc and R&R Ice Cream France SAS

Structural Intra-Group Loan Agreement dated 5 November 2010 between R&R Ice Cream plc and R&R Rolland France SAS

Structural Intra-Group Loan Agreement dated 5 November 2010 between R&R Ice Cream plc and R&R Ice Cream Deutschland GmbH

Structural Intra-Group Loan Agreement dated 5 November 2010 between R&R Ice Cream plc and Hubert Schröder GmbH & Co KG

Structural Intra-Group Loan Agreement dated 5 November 2010 between R&R Ice Cream plc and Schröder Eis GmbH

Structural Intra-Group Loan Agreement dated 5 November 2010 between R&R Ice Cream plc and Zielona Budka (Mielec) Sp z o o

Nestle Licence

2 Insurance Policies

Name of Policy	Policy Number	Name of Insurer	Insurers contact details
Material Damage and Business Interruption (Global)	DE000644100 (GBP000398100)	Allianz and other co-insurers	Scott Taylor – 0207 264 3885
Combined Liability (Global)	UKCAN33103	ACE European Group Limited	John Astall – 0121 234 1106
Excess Public and Products Liability	YO21248QBE0110A	QBE Insurance	Jez Grenfell – 0121

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(Global)		(Europe) Limited	710 1730
Product Recall (Global)	SPRPG1000119	Chartis Insurance UK Limited	Stewart Eaton - 0207 954 8408
Directors & Officers Liability (Global)	82152418	Chubb Insurance Company of Europe	Anthony Wright - 0207 956 5000
Employment Practices Liability (UK Only)	003356667	Chartis Insurance UK Limited	Paul Miller - 0117 976 6722
Crime (Global)	315603257	Chartis Insurance UK Limited	Paul Miller - 0117 976 6722
Personal Accident (UK Only) and Business Travel (Global)	UKBBBC38593	ACE European Group Ltd	Sarah Attridge - 0121 234 1178
Marine & Goods in Transit (UK Only)	GIT040702904	Northern Marine Underwriters Ltd	Andy Baldwin - 0121 236 6550
Engineering Inspection & Insurance (UK Only)	NRA09216	Zurich	Jason Knowles - 0121 697 9124
Hired in Machinery (UK Only)	GU573087	Zurich	David Long - 0121 697 8669
Motor Fleet (UK Only)	09FLW9005728	Aviva	Jeremy Wassall - 0121 673 6002

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Short particulars

SCHEDULE 2

Details of the Scheduled Bank Accounts

Account Holder	Bank	Bank Account number
R&R Ice Cream UK Ltd	Barclays	00217034
R&R Ice Cream UK Ltd	Barclays	72289599
Richmond Ice Cream Ltd	Allied Irish	27776-061
R&R Ice Cream UK Ltd	RBS	00164459
Richmond Foods Ltd	Barclays	00720763
R&R Ice Cream UK Ltd Staff Benefits	Barclays	60733466
Kelly's of Cornwall	Barclays	86027222
Kelly's of Cornwall	Barclays	70551279
Kelly's of Cornwall	Barclays	90551481
Kelly's of Cornwall	Barclays	00135615
R&R Ice Cream Plc	Barclays	43631753
R&R Ice Cream Plc	Barclays	79253177
R&R Ice Cream Limited	Barclays	85225055

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SCHEDULE 3

Details of the Scheduled Intellectual Property

PROPRIETOR	MARK	COUNTRY	CLASSES	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	RENEWAL DATE
R&R Ice Cream plc	R & R UK ICE Cream	United Kingdom	30	2431436	01-09-2006	2431436	01-09-2016
R&R Ice Cream plc	R&R ICE Cream	United Kingdom	30	2431437	01-09-2006	2431437	01-09-2016
R&R Ice Cream UK Limited	Kelly's & Device		30	7536915	20-01-2009	7536915	20-01-2019
R&R Ice Cream UK Limited	Spoony's Device		30	9080847	05-05-2010		
R&R Ice Cream UK Limited	ZZAPP	United Kingdom	30	1486268	19-12-1991	1486268	19-12-2018
R&R Ice Cream UK Limited	Treats	United Kingdom	30	1489705	01-02-1992	B1489705	01-02-2019
R&R Ice Cream UK Limited	Sorrento	United Kingdom	30	2111411	27-09-1996	2111411	27-09-2016
R&R Ice Cream UK Limited	Treats 50-ice	United Kingdom	30	2127303	20-03-1997	2127303	20-03-2017
R&R Ice Cream UK Limited	Whizzer	United Kingdom	30	2177709	19-09-1998	2177709	19-09-2018
R&R Ice Cream UK Limited	Treats Device	United Kingdom	30	2195253	22-04-1999	2195253	22-04-2019
R&R Ice Cream UK Limited	Treats & Device	United Kingdom	30	2243699	26-08-2000	2243699	26-08-2020
R&R Ice Cream UK Limited	Lemo-Pop	United Kingdom	30	2250120	25-10-2000	2250120	25-10-2010
R&R Ice Cream UK Limited	Eternity	United Kingdom	30	2257679	12-01-2001	2257679	12-01-2011
R&R Ice Cream UK	Crammed	United Kingdom	30	2267411	17-04-2001	2267411	17-04-2011

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Short particulars

Limited							
R&R Ice Cream UK Limited	Berry-Pop	United Kingdom	30	2208174	08-09-2001	2280174	08-09-2011
R&R Ice Cream UK Limited	Jellicious	United Kingdom	30	2208932	23-08-2002	2308932	23-08-2012
R&R Ice Cream UK Limited	Vice Creams	United Kingdom	30	2361335	20-04-2004	2361335	20-04-2014
R&R Ice Cream UK Limited	Complete ly Mintal	United Kingdom	30	2371415	24-08-2004	2371415	24-08-2014
R&R Ice Cream UK Limited	Madly Deeply	United Kingdom	30	2371418	24-08-2004	2371418	24-08-2014
R&R Ice Cream UK Limited	2 to Tango	United Kingdom	30	2371422	24-08-2004	2371422	24-08-2014
R&R Ice Cream UK Limited	Funilla	United Kingdom	30	2372437	08-09-2004	2372437	08-09-2014
R&R Ice Cream UK Limited	Sweet Freedom	United Kingdom	30	2372664	11-09-2004	2372664	11-09-2014
R&R Ice Cream UK Limited	Trufflebe rryfling	United Kingdom	30	2379042	29-11-2004	2379042	26-11-2014
R&R Ice Cream UK Limited	Shoot	United Kingdom	30	2406004	09-11-2005	2406004	09-11-2015
R&R Ice Cream UK Limited	Score	United Kingdom	30	2406005	09-11-2005	2406005	09-11-2015
R&R Ice Cream UK Limited	Truly Lovin' toffee	United Kingdom	30	2425833	29-06-2006	2425833	29-06-2016
R&R Ice Cream UK Limited	Sweet Balance	United Kingdom	30	2439361	23-11-2006	2439361	23-11-2016
R&R Ice Cream UK Limited	Choc-o-pop	United Kingdom	30			703582	21-12-2010
R&R Ice Cream UK Limited	Juicy Lucy	United Kingdom	30			1054496	07-11-2016
R&R Ice Cream UK	Starpop	United	30			708973	17-07-2011

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Limited		Kingdom					
R&R Ice Cream UK Limited	Strika	United Kingdom	30			941713	25-04-2014
R&R Ice Cream UK Limited	Treat (Sylised)	United Kingdom	30			991639	05-05-2017
R&R Ice Cream UK Limited	Treat Crackeryack	United Kingdom	30			1058924	17-02-2017
R&R Ice Cream UK Limited	Vampire	United Kingdom	30			904008	11-01-2012
R&R Ice Cream UK Limited	Zingo	United Kingdom	30			941714	25-04-2014
R&R Ice Cream UK Limited	The Twirl	United Kingdom	30		10-06-1919	B880600	10-06-2010
R&R Ice Cream UK Limited	Dairy Tops	United Kingdom	30			1128646	14-02-2011
R&R Ice Cream UK Limited	Ice Creamery Logo	EFC	30	3354388	09-09-2003	3354388	06-09-2013
R&R Ice Cream UK Limited	De Roma Flag Device	United Kingdom	30			2248634	14-10-2010
R&R Ice Cream UK Limited	Milky Mountain	United Kingdom	30			1545868	24-08-2010
R&R Ice Cream UK Limited	Ice Skaters Ice Skaters	United Kingdom	30			2264976	21-03-2011
R&R Ice Cream UK Limited	Kidz Fun Pack	United Kingdom	30			2283530	19-10-2011
R&R Ice Cream UK Limited	Richmond	United Kingdom	30			2031427	24-08-2015
R&R Ice Cream UK Limited	Treats	United Kingdom	30	1370595	20-01-1989	B1370595	20-01-2016
R&R Ice Cream UK Limited	Treat	United Kingdom	30	1381927	28-04-1989	B1381927	28-04-2016

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R&R Ice Cream UK Limited	Grandios o	United Kingdom	30	1415319	23-02-1990	B1415319	23-02-2017
R&R Ice Cream UK Limited	Zzapp	Benelux	30	854041	17-08-1995	577881	17-08-2015
R&R Ice Cream UK Limited	/zapp	Germany	30	39535287 8	29-08-1995	39535287	31-08-2015
R&R Ice Cream UK Limited	Lemon Bang Bang	United Kingdom	30	2398655	05-08-2005	2398655	05-08-2015
R&R Ice Cream UK Limited	Ice Creamery Logo	EEC	7,29,30	1481191	28-01-2000	1481191	28-01-2020
R&R Ice Cream UK Limited	Tennessee Secret Logo	United Kingdom	29,30	2015919	29-03-1995	2015919	29-03-2015

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SCHEDULE 4

Details of the Scheduled Investments

<u>Chargor</u>	<u>Issuer</u>	<u>Number and description of shares</u>
R&R Ice Cream plc	Ruby Acquisitions Limited	7,532,982 Ordinary Shares of EUR1 per share
Ruby Acquisitions Limited	Richmond Foods Limited	24,258,912 Ordinary Shares of £0 05 per share
Richmond Foods Limited	R&R Ice Cream UK Limited	35,929 Ordinary Shares of £0 10 per share
		35,000 Deferred Shares of £1 per share
	Richmond Foods (EBT1) Limited	100 Ordinary Shares
	Richmond Shelf Company Limited	5,960 Ordinary A Shares
		310 Ordinary B Shares
R&R Ice Cream UK Limited	Kelly's Of Cornwall Limited	70,000 Ordinary Shares
	Creamice Limited	70,000 Ordinary Shares
	Oldfield's Ice Cream Limited	6,825 Ordinary Shares
	Treats Frozen Confectionery Limited	210 Ordinary Shares
	Richmond Ice Cream Limited	20,000 Ordinary Shares
Kelly's of Cornwall Limited	Kelly's Cornish Dairy Ices Limited	2 Ordinary Shares

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SCHEDULE 5

Details of the Scheduled Real Property

Chargor	Freehold/leasehold	Description	Title number
R & R Ice Cream UK Limited	Freehold	Land at Leeming Bar Industrial Estate, Leeming Bar, Northallerton	NYK88738
Awaiting hard copy of register			NYK189367
R & R Ice Cream UK Limited	Leasehold	Units 1-20, Progress Row, Portland Way, Leeming Bar Industrial Estate, Northallerton DL7 9UH	NYK308402
R & R Ice Cream UK Limited	Freehold	Land on the west side of Plews Way, Leeming Bar Industrial Estate, Northallerton	NYK308458
R & R Ice Cream UK Limited	Freehold	Land and buildings on the North side of Manston Lane, Crossgates	WYK527465
R & R Ice Cream UK Limited	Leasehold	Land and buildings on Henwood Industrial Estate, Ashford	K443580



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 901522
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 NOVEMBER
2010 AND CREATED BY R&R ICE CREAM UK LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
DEBTORS OR ANY OF THEM TO BARCLAYS BANK PLC AS
SECURITY TRUSTEE FOR THE SECURED PARTIES (SECURITY
TRUSTEE) AND/OR THE SECURED PARTIES AND/OR ANY
RECEIVER OR ANY LEGAL SUCCESSOR ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 16 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 NOVEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES