

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

401928/26

**395**

CHFP025

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

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

[2][1][1][1]

3761294

Name of company

\* Delamere Dairy Limited (the "Borrower")

Date of creation of the charge

17 October 2008

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

5 A debenture dated 17 October 2008 entered into between the Borrower and Roger Charles Dennett Sutton as security trustee ("Security Trustee") (the "Lender") (the "Debenture").

Amount secured by the mortgage or charge

7  
(S) The Borrower covenants with the Lender that it will on such date or dates as provided by Clause 3 of the Debenture pay or discharge to the Lender and/or the Security Trustee and holders from time to time of the loan notes (being the £3,700,000 variable rate secured loan notes 2013 of Delamere Dairy Holdings Limited pursuant to loan note instrument (the "Loan Notes") constituting £3,700,000 in aggregate nominal amounts of variable rate secured Loan Notes of the same date as the Debenture pursuant to which the Loan Notes have been issued (the "Loan Note Instrument") (the "Beneficiaries") all moneys and liabilities (whether present or future, actual or contingent) now or at any time hereafter due or owing or incurred by the Borrower to the lender or the Beneficiaries pursuant to the guarantee of even date herewith entered into between the Borrower and the Security Trustee pursuant to which the Borrower guaranteed to the Beneficiaries the due and punctual performance, by Delamere Dairy Holdings Limited of their obligations pursuant to the Loan Notes (the "Guarantee")

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

Roger Charles Dennett Sutton of Yew Tree Farm, Bexton Lane, Knutsford, Cheshire acting as security trustee for the holders from time to time of the Loan Notes.

Postcode WA16 9BH

Presentor's name address and reference (if any)

Cobbetts LLP  
1 Colmore Square,  
Birmingham, B4 6AJ

KZJD/SU1054 1/3790939

Time critical reference

For official Use (06/2005)  
Mortgage Section

THURSDAY



\*AVQ7Q473\*

A55

23/10/2008

16

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Subject to the bank charges of even date granted by the Borrower to the Banks specified in Schedule 1 of the Debenture, the Borrower with full title guarantee charges with the payment and discharge to the Lender of all moneys and liabilities hereby covenanted to be paid and discharged by the Borrower and all sums intended to be hereby secured.

4 1 all freehold and leasehold property of the Borrower both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;

4 2 the mortgaged chattels,

4.3 the goodwill and the uncalled capital of the Borrower both present and future,

4 4 all copyrights, patents, trademarks, service marks, trade names, inventions, design rights, know-how, confidential information, registered designs and all other intellectual property rights and the benefit of any pending applications for the same chooses in action and claims including but not limited to royalties or profit sharing arrangements and income arising therefrom now and in the future belonging to the Borrower,

4.5 the book debts and other debts due or owing to the Borrower both present and future and the benefit of all rights relating thereto,

4 6 PLEASE SEE ADDENDUM 4/4

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed [Signature] (DIRECTOR) Date 17 October 2008

On behalf of [XXXXXXXXXXXXXXXXXXXX] [chargee] †

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

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

\*insert full name  
of Company

\* Delamere Dairy Limited (the "Borrower")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

together with all costs and expenses payable in connection with enforcing the security hereby created

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

4 6 the stock-in-trade, work-in-progress, pre-payments, investments quoted on a recognised investment exchange and cash of the Borrower both present and future, and

4 7 all other undertakings and all other property and assets of the Borrower both present and future

Nature of Charges

5 1 The charges on the property and assets described in Clauses 4 1 to 4 5 (inclusive) of the Debenture inclusive are created as fixed charges and constitute charges by way of legal mortgage on the property described in Clause 4 1 of the Debenture which is now vested in the Borrower

5 2 The charges on the mortgaged chattels shall be deemed to include the assignment thereof and the same shall be held unto the Lender absolutely subject only to the proviso that on the payment and discharge to the Lender of all moneys and liabilities hereby covenanted to be paid and discharged by the Borrower and all other sums intended to be hereby secured the Lender shall at the cost and expense of the Borrower and at its request duly reassign those assets to the Borrower

5 3 The charges on the property and assets described in Clauses 4 6 and 4 7 of the Debenture (and also on such other property and assets of the Borrower both present and future as the Lender may have agreed in writing to exclude from the fixed charge or are otherwise not charged hereunder by way of fixed charge) are created as floating charges until a demand has been made under Clause 3 of the Debenture or until the provisions of Clause 14 of the Debenture become operative when the floating charges shall crystallize and become fixed charges

5 4 The charges created hereby shall be a continuing security. The Borrower shall not, save for the Bank Charges, without the previous written consent of the Lender

5 4 1 create or continue any mortgage or charge upon the mortgaged chattels or any part thereof or allow any lien to arise on or affect the mortgaged chattels or

Name of company

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any part thereof,

- 5 4 2 create or continue any mortgage or charge upon any part of the other property or assets hereby charged which would rank either in priority to or pari passu with the charges hereby created,
- 5 4 3 allow any lien to arise on or affect any part of the other property or assets hereby charged except in the case of a lien arising by operation of law in the ordinary course of business, or
- 5 4 4 transfer sell or otherwise dispose of the whole or any material part of its undertaking property or assets except by way of sale at market value in the usual course of trading as transacted at the date hereof
- 5 5 Without prejudice to the security hereby constituted the Lender may at any time (after demand has been made by the Lender for payment of the moneys hereby secured) by notice in writing to the Borrower convert the floating charge created by Clause 5 3 of the Debenture over the property and assets described in Clauses 4 6 and 4 7 of the Debenture with immediate effect into a fixed charge as regards any of the property and assets described in Clauses 4 6 and 4.7 of the Debenture specified in the notice which the Lender shall consider to be in danger of being seized or sold under any form of distress execution diligence or other process levied or threatened or which may be or become in jeopardy or which have been made or may become the subject of an injunction or otherwise attached



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3761294  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 OCTOBER  
2008 AND CREATED BY DELAMERE DAIRY LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO ROGER CHARLES DENETT SUTTON SECURITY  
TRUSTEE 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 23 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 OCTOBER  
2008

*plc*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES