

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

CHFP025

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

**To the Registrar of Companies
(Address overleaf)**

For official use Company number

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

00489735

* Insert full name
of company

Name of company

* Corus Property Limited (the "Company")

1, RICHARD JOHN REEVES
of 221 VICARAGE HILL, BENFLEET, ESSEX SS7 1PG

† Delete as appropriate

[a director] [the secretary] ~~(b)(3)(C)~~ ~~(b)(3)(D)~~† of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in (full) ~~(b)(3)(C)~~†

† Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

Date and Description of charge ‡ A debenture (the "Debenture") dated 31 July 2003

Date of Registration § 4 August 2003

Name and address of [chargee] [REDACTED] Please see attached schedule 1 of continuation sheet

§ The date of registration may be confirmed from the certificate

Short particulars of property charged ☐ Please see attached schedule 2 of continuation sheet

• Insert brief details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 30 Millbank, London Declarant to sign below
SWIP 4WY

on

Day	Month	Year
25	02	2005

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths
D.N.L. FAWCETT
 Scrivener Notary of London, England

Presenter's name, address and reference (if any):

Slaughter and May (Ref: / /)
One Bunhill Row
London
EC1Y 8YY

For official use
Mortgage section

Post room



A25
COMPANIES HOUSE

0255
01/03/05

Notes

The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

Name of Company

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Schedule 1

Name and address of chargee

HSBC Bank PLC (the "**Security Agent**"), 8 Canada Square, London, E14 5HQ as Security Agent and each of its successors in title, permitted assigns and permitted transferees and any person appointed as trustee or trustees in accordance with the Facility Agreement.

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Schedule 2**Short particulars of property charged****FLOATING CHARGE**

In the Debenture the Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets from time to time present and future and wheresoever situate other than any assets validly and effectively charged by way of fixed security under the laws of England and Wales in favour of the Security Agent as security for the Secured Obligations.

FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

NEGATIVE PLEDGE

The Debenture contains a negative pledge.

Note (1): In this form, except to the extent the context requires otherwise:

"Borrowers" means the subsidiaries of the Parent listed in Part I of Schedule 1 (*The Original Parties*) to the Facility Agreement as borrowers, together with the Parent.

"Charged Property" means all the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Security created or expressed to be created pursuant to the Security Documents.

"Co-ordinator" means each of ABN Amro Bank N.V., Credit Suisse First Boston and HSBC Bank Plc and each of their successors in title, permitted assigns and permitted transferees.

"Corus Finance Debenture" means the debenture in form and substance satisfactory to the Facility Agent and granted by Corus Finance plc in favour of the Security Agent creating, *inter alia*, a floating charge over the assets and the undertaking of Corus Finance plc (subject to the limits on secured indebtedness referred to in the Debenture Stock).

"Corus UK Debenture" means the debenture in form and substance satisfactory to the Facility Agent and granted by Corus UK Limited in favour of the Security Agent creating, *inter alia*, a floating charge over the assets and the undertaking of Corus UK Limited (subject to the limits on secured indebtedness referred to in the Debenture Stock).

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"Debenture Stock" means the £150,000,000 11.5 per cent. Guaranteed Debenture Stock due 2016 under which Corus Finance plc is the issuer and which is guaranteed by Corus UK Limited and the Parent.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Facility Agent" means HSBC Bank Plc as agent for the other Finance Parties and any of its successors in title, permitted assigns and permitted transferees.

"Facility Agreement" means the secured multi-currency reducing revolving facility agreement dated 28 July 2003 and made between the Parent, the Borrowers, the Guarantors, the Co-ordinators, the Original Lenders, the Facility Agent and the Security Agent.

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Facility Agent, the Security Agent, and the Parent setting out any of the fees referred to in clause 12 (*Fees*) to the Facility Agreement.

"Finance Document" means the Facility Agreement, the Security Documents, any Fee Letter and any other document designated as such by the Facility Agent and the Parent.

"Finance Party" means the Facility Agent, each Co-ordinator, the Security Agent or a Lender.

"Guarantors" means the subsidiaries of the Parent listed in Part I of Schedule 1 (*the Original Parties*) to the Facility Agreement as guarantors, together with the Parent.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with clause 24 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement.

"Obligor" means a Borrower or a Guarantor.

"Original Lender" means any of the financial institutions listed in Part II of Schedule 1 (*the Original Parties*) to the Facility Agreement as lender.

"Parent" means Corus Group plc.

"Pari Passu Deed" means the pari passu deed to be entered into between The Prudential Assurance Company Limited as trustee of the Debenture Stock, the Security Agent, Corus UK

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Limited and Corus Finance plc to satisfy the requirements of clause 8.6 of the trust deed constituting the Debenture Stock in relation to the Corus Finance Debenture and the Corus UK Debenture.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Obligations" means all obligations covenanted to be discharged by the Company in clause 2.1 (*Covenant to Pay*) of the Debenture.

"Secured Parties" means the Security Agent, any Receiver or Delegate, the Facility Agent, and each Lender from time to time party to the Facility Agreement.

"Security Documents" means each of the documents listed as being a Security Document in paragraph 2(a) of Schedule 2 (*Conditions Precedent*) to the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligor under any of the Finance Documents and any other document entered into pursuant to the Pari Passu Deed.

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