

# M

## COMPANIES FORM No. 395

AK 004007

### Particulars of a mortgage or charge

# 395

A fee of £10 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

To the Registrar of Companies  
(Address overleaf - Note 6)

RECEIVED

For official use

Company number

4 AUG 2003

00489735

Name of company

\* CORUS PROPERTY LIMITED (the "Company")

Date of creation of the charge

31 July 2003

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

A debenture (the "Debenture") dated 31 July 2003 created by the Company in favour of HSBC Bank Plc (as trustee for the Secured Parties) (the "Security Agent")

Amount secured by the mortgage or charge

Please see Schedule 1

For a definition of the terms contained in this form 395 please see Schedule 3

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

HSBC Bank PLC, 8 Canada Square, London 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

Postcode E14 5HQ

Presentor's name address and reference (if any):

(via CH London Counter)  
Clifford Chance Limited  
200 Aldersgate Street  
London  
EC1A 4JJ

For official Use  
Mortgage Section

Post room



LDA  
COMPANIES HOUSE

0820  
04/08/03

Time critical reference

Short particulars of all the property mortgaged or charged

Please see Schedule 2

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)

None

Signed Clifford Chance LLP

Date 4 August 2003

On behalf of [company] [mortgagee/chargee] †

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

***Schedule to Form 395 relating to the Debenture entered into by Corus Property Limited  
(Company No: 00489735) dated 31 July 2003***

**SCHEDULE 1**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All obligations which the Company may at any time have to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture) including any liability in respect of any further Loans made under the Finance Documents (including further Loans following any increase in the Total Commitments), whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and every sum at any time owing, due or incurred by the Company to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities.

*Schedule to Form 395 relating to the Debenture entered into by Property Limited (Company No: 00489735) dated 31 July 2003*

**SCHEDULE 2**

**SHORT PARTICULARS OF ALL THE 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.

**Schedule to Form 395 relating to the Debenture entered into by Corus Property Limited  
(Company No: 00489735) dated 31 July 2003**

**SCHEDULE 3**

**DEFINITIONS**

In this form 395:

**"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.

**"Commitment"** means:

- (a) in relation to an Original Lender, the amount in euros set opposite its name under the heading "Commitment" in Part II of Schedule 1 (*The Original Parties*) to the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount in euros of any Commitment transferred to it under the Facility Agreement,

in each case to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

**"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).

**"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.

**"Facility"** means the multi-currency revolving loan facility made available under the Facility Agreement as described in clause 2 (*The Facility*) of the Facility Agreement.

**"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.

**"Loan"** means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

**"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 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 Obligors 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.

**"Signing Date"** means the date of the Facility Agreement.

**"Total Commitments"** means the aggregate of the Commitments being euro 1,200,000,000 at the Signing Date and as reduced pursuant to the terms of the Facility Agreement.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00489735

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st JULY 2003 AND CREATED BY CORUS PROPERTY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC AS SECURITY TRUSTEE OR ANY OF THE OTHER SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th AUGUST 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th AUGUST 2003.

*LL. Vernon*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —