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in black type, or
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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[171]

526183

Name of company

*
West Kent Cold Storage Company Limited

Date of creation of the charge

14 August 1997

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

Legal Charge dated 14th August 1997 and made between
(1) West Kent Cold Storage Company Limited (the "Company")
and (2) Irish Intercontinental Bank Limited (the "Bank")

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or hereafter due owing or incurred to the Bank when the same becomes due for payment or discharge whether by acceleration or otherwise and whether such monies, obligations or liabilities are expressed or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Bank or purchased or otherwise acquired by the Company; denominated in sterling or in any other currency; or incurred on any banking or other account or in any other manner whatsoever.

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

Irish Intercontinental Bank Limited care of

Norton Rose, Kempson House, P O Box 570, Camomile Street,
London

Postcode

EC3A 7AN

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

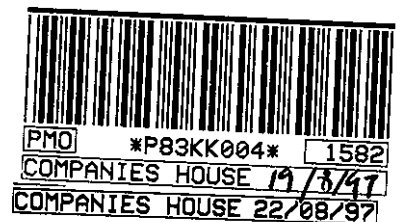
Norton Rose
Kempson House
P O Box 570
Camomile Street
London EC3A 7AN

RP/102/Z806109

Time critical reference

For official use
Mortgage Section

NON PART
USE 1ST DATE
Sig. only



COMPANIES HOUSE 19/08/97

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- 1 A fixed charge over the following:
- (a) First legal mortgage over all buildings, fixtures (included trade fixtures) and fixed plant and machinery from time to time at the property known as Cold Store Benfield Way, Braintree, Essex and registered at H.M. Land Registry with title numbers EX452858 and EX452880;
 - (b) Plant and machinery at the said property with the benefit of all contracts and warranties relating thereto;
 - (c) Insurances by way of first fixed charge all monies from time to time payable to the Company under or pursuant to all present and future contracts or policies of insurance effected by the Company or to which the Company is entitled including without limitation of the refund of any premiums.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norton Rose

Date 18 August 1997

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

the Bank

† delete as
appropriate

- 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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

526183

Name of Company

West Kent Cold Storage Company

Limited*

* delete if
inappropriate

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

- (a) The charge created by the Legal Charge is a continuing security and is a first fixed charge.
- (b) Clause 3.1 charges the property, plant and machinery and insurances as mentioned above.
- (c) Clause 3.2: the Bank may refuse to permit a credit balance to be drawn on in respect of any of the Company's accounts with the Bank if there are any breaches in the Company's covenant in respect of its obligations and liabilities under the Legal Charge.
- (d) Clause 5.1 contains undertakings by the Company to the Bank in respect of its obligations during the continuance of the security i.e. compliance with the Facility Agreement, the deposit of property and insurance deeds and documents, complying with the covenants relating to the assets charged, restrictions on alteration or development of charged property, maintenance of assets charged, provisions in respect of insurance and further obligations in respect of the property in relation to alienation and environmental matters.
- (e) Clause 6.1 contains a further assurance by the Company to do all such things to execute such documents as the Bank shall require for perfecting or protecting its security under the Legal Charge.
- (f) Clause 7 confers upon the Bank powers to enforce the Bank's obligations under the Legal Charge, including a statutory power of leasing and sale.
- (g) Clause 8 confers the right to the Bank to appoint under certain circumstances a receiver of the assets charged by the Legal Charge and clause 8.3 lists the appointed receiver's powers.

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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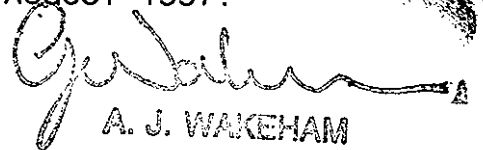
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00526183

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 14th AUGUST 1997 AND CREATED BY WEST KENT COLD STORAGE COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO IRISH INTERCONTINENTAL BANK LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th AUGUST 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th AUGUST 1997.



A. J. WAKEHAM

for the Registrar of Companies

26/8
SP



C O M P A N I E S H O U S E