

# Particulars of a mortgage or charge

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

For official use

Company number

(Address overleaf - Note 6)

Name of company

01902932

GRAVELEY PACKING LIMITED (the "Company")

Date of creation of the charge

21 AUGUST 2000

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

Floating Charge dated 21 August 2000 made between (1) the Company and (2) De Lage Landen Trade Finance B.V. ("the Floating Charge")

Amount secured by mortgage or charge

All liabilities which the Company has, and/or all liabilities which the Budelpack Companies or any of them have, at 21 August 2000 or at any later time or times to the Chargee under or by virtue of the Finance Documents or any judgement relating to the Finance Documents; and for this purpose, there shall be disregarded any total or partial discharge of these liabilities, or variation of their terms, which is effected by, or in connection with, any bankruptcy, liquidation, arrangement or other procedure under the insolvency laws of any country (together the "Secured Liabilities").

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

De Lage Landen Trade Finance B.V. of Vestdijk 51, 5611 CA Eindhoven, P.O. Box 652, 5600 A.R. Eindhoven, The Netherlands (the "Chargee")

Postcode

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

Watson, Farley & Williams  
15 Appold Street  
London EC2A 2HB

MZS/JADW/02687.20000/16393118

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company, as security for the payment when due of the Secured Liabilities, with full title guarantee, charges by way of a first floating charge:

- (i) all stock in trade and all rights and interests whatsoever and wheresoever situate now or at any time belonging to the Company; and
- (ii) all of the Company's book debts including all to the Company's contractual or other rights now or at any time to recover any form of damages or compensation obtained in lieu of its book debts (together the "Charged Property").

*NB: The Company represents and warrants to the Chargee that it is, and during the Security Period, except as provided below, it will remain, the beneficial owner of the Security Assets subject only to the security interests created under the Floating Charge and undertakes that it will not:*

- (a) create, incur or permit to subsist any other Security Interest over the whole or any part of the Security Assets; or
- (b) sell, assign, transfer or otherwise dispose of, the whole or any part of, the Security Assets except, prior to the occurrence of an Event of Default in the ordinary course of the Company's day-to-day trading, in any such case, without the prior written consent of the Chargee.

(Continued on Continuation Sheet 1, page 4)

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Watson, Trefor Williams*

Date

*22.08.00*

On behalf of ~~company~~ ~~mortgagee/chargee~~†

Please do not write in this margin

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 6)

†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 CF4 3UZ, DX: 33050 Cardiff

**Companies House Approval No.  
CHA113**

Please do not  
write in this  
binding margin

**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)**

### Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Company number

01902932

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

Name of company

GRAVELEY PACKING LIMITED (the "Company")

Limited

\* delete if inappropriate

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

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

Please do not  
write in this  
binding margin

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

*Names, addresses and descriptions of the mortgagees or persons entitled to the charge*

Please do not write  
in this binding  
margin

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

**DEFINED TERMS**

**"Budelpack Companies"** means Budelpack International B.V., Budelpack Co-packers B.V. and the Company;

**"Event of Default"** means any of the events set out in Clause 6.2 of the General Terms of Conditions or any breach by the Company of any provision of the Floating Charge;

**"Finance Documents"** means:

- (a) the Floating Charge;
- (b) the Trade Finance Agreement; and
- (c) the General Terms and Conditions;

**"General Terms and Conditions"** means the Chargee's general terms and conditions incorporated under clause 13 of the Trade Finance Agreement;

**"Security Assets"** means all property and assets which are the subject of the Floating Charge;

**"Security Interest"** means:

- (a) a mortgage, charge (whether fixed or floating), pledge, lien or any other security interest of any kind; and
- (b) any arrangement entered into by a person (A) the effect of which is to place another person (B) in a position which is similar, in economic terms, to the position in which B would have been had he held a security interest over an asset of A; but (b) does not apply to a right of set off or combination of accounts conferred by the standard terms of business of a bank or financial institution;

**"Security Period"** means the period commencing on 21 August 2000 and ending on the date upon which the Chargee certifies in writing to the Company that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

**"Trade Finance Agreement"** means the trade finance agreement dated 14 June 2000 made between the Budelpack Companies and the Chargee and any subsequent amendment thereof or any Trade Finance Agreement made between the parties expressed to supersede the Trade Finance Agreement.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01902932

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 21st AUGUST 2000 AND CREATED BY GRAVELEY PACKING LIMITED FOR SECURING ALL LIABILITIES WHICH THE COMPANY HAS AND/OR ALL LIABILITIES WHICH THE BUDELPACK COMPANIES OR ANY OF THEM HAVE AT 21st AUGUST 2000 TO DE LAGE LANDEN TRADE FINANCE B.V. UNDER OR BY VIRTUE OF THE FINANCE DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th AUGUST 2000.

*h.c.  
gr.*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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