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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

[ 14 ]

1902932

Name of company

\* GRAVELEY PACKING LIMITED (the "Company")

Date of creation of the charge

24 September 1998

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

a debenture granted by the Company to Cooperatieve Centrale  
Raiffeisen-Boerenleenbank B.A. (the "Bank") and dated 24th September  
1998 (the "Debenture")

Amount secured by the mortgage or charge

all monies and liabilities now or hereafter due owing or incurred in  
whatsoever manner to the Bank by any of the Company, Budelpack B.V.,  
Budelpack Co-Packers B.V., and Budelpack International B.V. (together the  
"Borrowers" and each a "Borrower") in any currency or currencies  
howsoever arising whether actual or contingent incurred solely or  
jointly with any other person and whether as principal or surety  
together with all interest commission and other lawful charges and  
expenses the Bank may in the course of its business charge in respect of  
any of the aforesaid or for keeping any Borrower's accounts

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

Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A.,  
108 Cannon Street, London EC4N 6RN

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

Ashurst Morris Crisp  
Broadwalk House  
5 Appold Street  
LONDON  
EC2A 2HA

Attn. KGK

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

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Particulars as to commission allowance or discount (note 3)

Signed Ashurst Morris Crisp

Date 2 October 1998

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

† 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.

Company Name: Graveley Packing Limited  
Company Number: 1902932

SHORT PARTICULARS OF ALL PROPERTY CHARGED:

1. As a continuing security for the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged the Company hereby charges with full title guarantee the following assets both present and future from time to time owned by the Company or in which the Company is from time to time interested (together the "**Charged Property**"):-
  - (a) by way of fixed charge all vehicles computers office and other equipment and the benefit of all contracts licences and warranties relating to the same;
  - (b) by way of fixed charge all shares owned by the Company in its subsidiary companies (the "**Subsidiary Shares**") and all stocks negotiable instruments certificates of deposit debentures or other investments (together "**Investments**") and in each case all rights and interests whatsoever deriving therefrom;
  - (c) by way of fixed charge all rights and interests of the Company in and claims under all policies of insurance and assurance and all proceeds thereof either now or in the future held by or written in favour of the Company or in which the Company is otherwise interested;
  - (d) by way of fixed charge all book and other debts revenues and monetary claims of the Company and all rights and claims of the Company against third parties and against any security in respect of such debts revenues or claims;
  - (e) by way of fixed charge all monies from time to time standing to the credit of any and all accounts with any bank financial institution or other person;
  - (f) by way of fixed charge all patents and patent applications trade and/or service marks and trade and/or service mark applications (and all goodwill associated with such applications) and brand names and trade names and copyrights and rights in the nature of copyrights and registered designs and applications for registered designs design rights computer programmes trade secrets know-how and all other intellectual property rights throughout the world together with the benefit of all present and future licences and agreements entered into or the benefit of which is enjoyed by the Company (together the "**Intellectual Property**") and ancillary and connected rights relating to the use or exploitation of any of the aforementioned rights;
  - (g) by way of fixed charge the benefit of all licences consents agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;
  - (h) by way of fixed charge all the goodwill and uncalled capital of the Company;

Company Name: Graveley Packing Limited

Company Number: 1902932

- (i) by way of floating charge all the assets property and undertaking whatsoever and wheresoever of the Company not effectively charged by way of fixed charge.
2. The Bank may from time to time by notice in writing to the Company convert the floating charge created referred to in paragraph 1(i) above into a fixed charge as regards such assets property and undertaking as it shall specify in the notice and by way of further assurance the Company shall promptly execute a fixed charge over such assets in such form as the Bank shall require.
3. If the Company creates (or purports to create) in breach of paragraph 5 below any pledge lien hypothecation right of set-off trust assignment by way of security reservation of title or any other form of security interest (each a "**Security Interest**") on or over any of the assets property and undertaking expressed to be subject to a floating charge referred to in paragraph 1(i) above (a "**Floating Charge Asset**") or if any third party levies or attempts to levy any distress attachment execution or other legal process against any such Floating Charge Asset the floating charge created by the Debenture will automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset immediately such event occurs.
4. The security is to be a continuing security notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and shall be in addition and without prejudice to any other security or securities which the Bank may now or hereafter hold on the assets property and undertaking of the Company and the security may be enforced against the Company without first having recourse to any other rights of the Bank.
5. The Company will not without the prior consent in writing of the Bank:-
  - (j) create or agree or purport to create or permit to subsist (in favour of any person other than the Bank) any Security Interest over the whole or any part of the assets property or undertaking of the Company; or
  - (k) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell transfer lease out lend or otherwise dispose of or cease to exercise direct control over all or any part of the property assets or undertaking of the Company or any interest therein (other than assets the subject of the floating charge on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so; or
  - (l) dispose of the equity of redemption in respect of all or any part of the Charged Property.
6. The Bank may at any time after the security has become enforceable (without notice to the Company):-
  - (a) set-off or otherwise apply sums standing to the credit of the Company's accounts with the Bank (irrespective of the terms applicable to such accounts and whether or not such sums are then due for repayment to the Bank);

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- (b) set-off any other obligations (whether or not then due for performance) owed by the Bank to the Company,

in or towards satisfaction of the moneys and liabilities secured pursuant to the Debenture notwithstanding that the amounts concerned may be expressed in different currencies and the Bank is authorised to effect any necessary conversions at a market rate of exchange selected by it.

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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. 01902932

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th SEPTEMBER 1998 AND CREATED BY GRAVELEY PACKING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY, BUDELPACK B.V. AND/OR BUDELPACK CO-PACKERS B.V. AND/OR BUDELPACK INTERNATIONAL B.V. TO COOPERATIVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd OCTOBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th OCTOBER 1998.

A handwritten signature in cursive script, reading "R. N. Owens".

RICHARD NEIL OWENS  
for the Registrar of Companies



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

*Del  
6/10/98*