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COMPANIES FORM No 395

## Particulars of a mortgage or charge

# 395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number

2969065

Name of Company

Nampak Holdings (UK) PLC (the "Company")

Date of creation of the charge

21 October 1999

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

Share and Account Charge

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Share and Account Charge as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Name and address of the mortgagees or persons entitled to the charge

Standard Bank London Limited, Cannon Bridge House, 25 Dowgate Hill

London

as agent for the Finance Parties (the "Agent")

Postcode

EC4R 2SB

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

Linklaters  
One Silk Street  
London EC2Y 8HQ  
Tel: 0171 456 2000

Ref: BSAJ/MHER

Time critical reference

For official Use  
Mortgage Section

Post room



Please do not write  
in this margin

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

\*insert full name of  
company

Short particulars of all the property mortgaged or charged

**(PLEASE SEE ATTACHED CONTINUATION SHEET)**

Please do not write  
in this margin  
Please complete  
legibly, preferably  
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bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Linklaters

Date 22 October 1999

On behalf of chargee<sup>†</sup>

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<sup>†</sup> Delete as appropriate

**Note**

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 including 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:-

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Companies House, Crown Way, Cardiff CF4 3UZ

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Name of Company  
Nampak Holdings (UK) PLC

Company Number  
2969065

### Short particulars of all the property mortgaged or charged

- 1 **Share Charge:** The Company, with full title guarantee and as security for the payment and discharge of all Liabilities, charges in favour of the Agent by way of first fixed charge all present and future Shares and Dividends.
- 2 **Assignment of Account:** The Company, with full title guarantee, assigns absolutely to the Agent all its present and future right, title and interest in the Assigned Account.
- 3 **Floating Charge:** The Company, with full title guarantee and as security for the payment and discharge of all Liabilities, charges in favour of the Agent by way of first floating charge, its undertaking and all its Assets, both present and future (including Assets expressed to be charged or assigned (as referred to in paragraphs 1 and 2 above)).

Note (1): The Share and Account Charge provides that:

- 3.1 **Negative Pledge:** The Company shall not (and shall not agree to) create or have outstanding any Security over the Charged Assets except as permitted by Clause 20.2 (Negative Pledge) of the Credit Agreement.
- 3.2 **Restriction on Disposal of Charged Assets:** The Company shall not (and shall not agree to) sell, factor, discount, transfer, assign, lend or otherwise dispose of the Charged Assets, subject to a Fixed Charge save, in the case of Dividends paid in relation to the Charged Shares, as permitted by Clause 20.3 (Disposals) of the Credit Agreement.

Note (2): In this Form, except to the extent that the context requires otherwise:

an “**Agency**” of a state includes any agency, authority, central bank, department, government, legislature, minister, ministry, official, or public or statutory Person (whether autonomous or not) of, or of the government of, that state or any political sub-division in or of that state

the “**Assets**” of any Person means all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital, wherever situated

“**Assigned Account**” means the Drawdown Account

“**Arranger**” means ABN Amro Bank NV, ABSA Bank Limited, London Branch, Barclays Bank PLC, Henry Ansbacher & Co. Limited, Nedcor Bank Limited, London Branch, RMB International (Dublin) Limited and Standard Bank London Limited

“**Banks**” means ABN Amro Bank NV, ABSA Bank Limited, London Branch, Barclays Bank PLC, Henry Ansbacher & Co Limited, Nedcor Bank Limited, London Branch, RMB International (Dublin) Limited and Standard Bank London Limited and their permitted assignees and respective successors under the Credit Agreement from time to time

“**Charged Assets**” means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those Assets

“**Charged Shares**” means the Assets from time to time subject, or expressed to be subject, to the Share Charge or any part of those Assets

“**Charges**” means all or any of the Security created or expressed to be created by or pursuant to the Share and Account Charge

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### Short particulars of all the property mortgaged or charged

**"Control"** means (i) the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise or (ii) ownership directly or indirectly of more than 50 per cent. of the share capital or similar right of ownership

**"Credit Agreement"** means the credit agreement dated 21 October 1999 between amongst others the Company as Borrower, Nampak Limited and Nampak International Limited as Guarantors, and the Agent

**"Dividends"** means all present and future:

- (i) dividends and distributions of any kind and any other sum received or receivable in respect of any of the Shares
- (ii) rights, shares, money or other Assets accruing or offered by way of redemption, bonus, option or otherwise in respect of any of the Shares
- (iii) allotments, offers and rights accruing or offered in respect of any of the Shares and
- (iv) other rights and Assets attaching to, deriving from or exercisable by virtue of the ownership of any of the Shares

**"Drawdown Account"** is defined in Clause 2.4 of the Credit Agreement

**"Finance Documents"** means the Credit Agreement, the Security Documents and the fee letter referred to in Clause 10.4 of the Credit Agreement

**"Finance Party"** means the Agent, any Arranger or any Bank

**"Fixed Charges"** means the charges created or expressed to be created by or pursuant to Clause 3 of the Share and Account Charge

**"Group"** means, at any particular time, the Parent and all its Subsidiaries (and **"member of the Group"** shall be construed accordingly)

**"Parent"** means Nampak Limited

a **"Person"** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or Agency of a state (in each case, whether or not having separate legal personality)

**"rights"** includes rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever)

**"Security"** includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (including any "flawed asset" arrangement)

**"Security Documents"** means the Share and Account Charge and any other security document that may at any time be given to the Agent by any member of the Group pursuant to or in connection with any Finance Document

**"Share Charge"** means the Security created or expressed to be created by or pursuant to Clause 3.1 (Share Charge) of the Share and Account Charge

**"Shares"** means:

- (i) all present and future shares in Target,

Name of Company  
Nampak Holdings (UK) PLC

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2969065

**Short particulars of all the property mortgaged or charged**

- (ii) all rights relating to any of those shares which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person) and
- (iii) all warrants, options and other rights to subscribe for, purchase or otherwise acquire those shares,

in which the Company has an interest from time to time

**"Subsidiary"** means an entity from time to time of which a Person has direct or indirect control

**"Target"** means Plysu PLC

**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02969065

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE AND CHARGE ACCOUNT DATED THE 21st OCTOBER 1999 AND CREATED BY NAMPAK HOLDINGS (UK) PLC FOR SECURING ALL PRESENT AND FUTURE MONIES DEBTS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO STANDARD BANK LONDON LIMITED AS AGENT FOR THE BENEFIT OF THE FINANCE PARTIES (AS DEFINED) UNDER OR IN CONNECTION WITH ANY FINANCE DOCUMENT (AS DEFINED) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd OCTOBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th OCTOBER 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**C O M P A N I E S   H O U S E**

HC026B

re  
for