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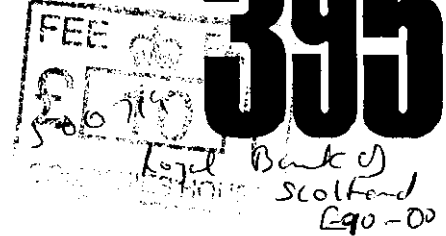
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in black type, or
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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

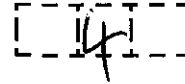
Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies

For official use

Company number



3862294

Name of company

* ROCPREM LIMITED (now known as Rocor Limited) ("Company")

Date of creation of the charge

24 January 2000

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

Guarantee and Debenture ("Guarantee and Debenture")

*Registered Pursuant to an
order of Court dated 30/11/00*

Amount secured by the mortgage or charge

all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Company or any other Company (as defined below) to the Bank (except any moneys or liabilities due owing or incurred by such Company as Guarantor for the other Company first referred to) whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained.

"Company" here means one of the Companies

"Companies" means the companies named in the First Schedule to the Guarantee and Debenture and includes each or any of them severally continued/.....

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

Barclays Bank Plc
Birmingham Loan Servicing Centre
PO Box 299
Birmingham B1 3PF ("Bank")

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

DLA
Victoria Square House
Victoria Square
Birmingham
B2 4DL

KMR. 54000-367

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

As security for the payment and discharge of all moneys and liabilities covenanted to be paid by it under the Guarantee and Debenture, the Company with full title guarantee and to the intent that the security created shall rank as a continuing security, charges to the Bank:

a) by way of legal mortgage the freehold and leasehold property of the Company the title to which is registered at HM Land Registry and which is described opposite its name in the Third Schedule to the Guarantee and Debenture together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at HM Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade
continued/.....

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Particulars as to commission allowance or discount (note 3)

None

Signed

Date 30 November 2000

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

† 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.

NOTE 1

The foregoing Guarantee is a continuing security and is given subject to and with the benefit of the provisions set out in the Second Schedule to the Guarantee and Debenture by each Company severally and jointly with every other Company except the Company guaranteed.

NOTE 2

Each Company agrees and consents to be bound by the Guarantee contained in the Guarantee and Debenture notwithstanding that any other or others of the Companies which was or were intended to execute the Guarantee and Debenture may not do so.

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Particulars of a mortgage or charge (continued)

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

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Please complete
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bold block lettering

Company Number

3862294

Name of Company

ROCPREM LIMITED (now known as Rocor Limited) ("Company")

Limited*

* delete if
inappropriate

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

fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;

d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company;

e) by way of first floating charge all other undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or pari passu with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

NOTE 1

The Guarantee and Debenture provides that any debentures mortgages or charges created hereafter by the Company otherwise than in favour of the Bank shall be expressed to be subject to this deed.

NOTE 2

Clause 10 of the Legal Charge provides that the Company shall not without the previous consent in writing of the Bank exercise any statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrender of leases or tenancies of the Mortgaged Property or any part thereof.

NOTE 3

The Legal Charge provides the Bank with power to appoint a receiver of the Mortgaged Property or any part of it.

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

**Please complete
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IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

BIRMINGHAM DISTRICT REGISTRY

DISTRICT JUDGE WARTNABY

IN THE MATTER OF ROCOR LIMITED

AND IN THE MATTER OF ROCPREM LIMITED

AND IN THE MATTER OF CHANGESPORT LIMITED

AND IN THE MATTER OF HOSTMOOR HOLDINGS LIMITED

AND IN THE MATTER OF BRIMUR PACKAGING LIMITED

AND IN THE MATTER OF THE COMPANIES ACT 1985

BETWEEN:

BARCLAYS BANK PLC

- and -

(1) ROCOR LIMITED

(2) ROCPREM LIMITED

(3) CHANGESPORT LIMITED

(4) HOSTMOOR HOLDINGS LIMITED

(5) BRIMUR PACKAGING LIMITED

Claimant



Defendants

ORDER

**EXTENDING TIME FOR REGISTRATION OF
CHARGES CREATED BY THE ABOVE-NAMED
DEFENDANTS**

1. **UPON THE APPLICATION** by part 8 Claim Form dated 24 October 2000 by the Claimant;

2. **AND UPON HEARING** the solicitors for the Claimant and no one appearing for or on behalf of the Defendants although they have been duly served with the part 8 Claim Forms as appears by the certificate of service of the Claimant's solicitors, DLA filed on 10 November 2000;
3. **AND UPON READING** the part 8 Claim Form, the Witness Statements of David Michael Greenwood filed on 24 October and 30 November 2000 and the legal charges and debenture listed below and the Claimant by its solicitors undertaking that in the case of a resolution for the winding up of the Defendants (or any of them) becoming effective on or before 29 December 2000 or a petition for winding up or for the making of an administration order in respect of the Defendants (or any of them) being presented on or before 29 December 2000 on which an order for winding up or an administration order shall be made and in case the Defendants (or any of them) by their liquidators or administrators or any unsecured creditors of them shall within 56 days after the commencement of such voluntary winding up or the date of such order (whichever shall be the later) apply to this Court to discharge this Order then the Claimant will submit to the jurisdiction of this Court and will abide by any order that the Court may make (in case of the discharge of this present Order) for rectification of the Registers of Charges of the Defendants (or any of them) kept by the Registrar of Companies by the removal therefrom of any registration effected under this present Order;
4. **AND THE COURT** being satisfied that the omission to deliver to the Registrar of Companies pursuant to section 395 of the above-mentioned Act the legal charges and debenture listed in the schedule to this Order ("**Charges**") together with the prescribed particulars thereof was due to inadvertence and that it is just and equitable to grant relief pursuant to section 404 of the Act **ORDERS** that the time for delivering to the Registrar of Companies for registration the Charges together with the prescribed particulars thereof be and the same is hereby extended to 21 December 2000;
5. **AND IT IS ORDERED** that the Claimant do deliver an office copy of this Order to the Registrar of Companies with each such application for registration;

6. **AND** this Order is without prejudice to the rights of any person acquired between the date of the creation of the Charges and the date of their actual registration;
7. **AND IT IS ORDERED** that the Defendants (or any of them) or any unsecured creditor of the Defendants be at liberty to apply to discharge this Order within 56 days after (1) the commencement of the voluntary winding up of the Defendants becoming effective on or before 29 December 2000 or (2) any order made for the winding up of the Defendants or administration order made on any petition presented on or before 29 December 2000.

SCHEDULE

1. A legal charge dated 24 January 2000 and made between Rocor Limited of the one part and the Claimant of the other part of a leasehold property known as Rocor Site, Edison Road, St Ives, Huntingdon more particularly described in a lease dated 14 January 2000 and made between Rocprem Limited (1) Rocor Limited (2) and Changesport Limited (3), to secure repayment of all monies and liabilities for the time being due and owing to the Claimant.
2. A legal charge dated 24 January 2000 and made between Rocor Limited (1) Rocprem Limited (2) and the Claimant (3) of freehold property known as Rocor Site, Edison Road, St Ives, Huntingdon, Cambridgeshire PE17 4LF, registered at HM Land Registry with title number CB 216295 to secure repayment of all monies and liabilities for the time being due and owing to the Claimant.
3. A guarantee and debenture dated 24 January 2000 and made between Rocor Limited, Changesport Limited, Hostmoor Holdings Limited and Brimur Packaging Limited (1) and the Claimant (2) containing fixed and floating charges over various assets of Rocor Limited, Changesport Limited, Hostmoor Holdings Limited and Brimur Packaging Limited including their undertakings to secure repayment of all monies and liabilities for the time being due and owing to the Claimant.
4. A legal charge dated 24 January 2000 and made between Changesport Limited (1) Brimur Packaging Limited (2) and the Claimant (3) of the freehold property known as Units 1 and 2 Hostmoor Avenue, March Trading Park, March registered at HM Land Registry with title number CB 168831 to secure

repayment of all monies and liabilities for the time being due and owing to the
Claimant.

30 November 2000

BIR\DP\BSR\WATSON\BSR024487.DOC (jwjac)

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
BIRMINGHAM DISTRICT REGISTRY
DISTRICT JUDGE WARTNABY
IN THE MATTER OF ROCOR LIMITED
AND IN THE MATTER OF ROCPREM LIMITED
AND IN THE MATTER OF CHANGESPORT
LIMITED
AND IN THE MATTER OF HOSTMOOR HOLDINGS
LIMITED
AND IN THE MATTER OF BRIMUR PACKAGING
LIMITED
AND IN THE MATTER OF THE COMPANIES ACT
1985

BETWEEN:

BARCLAYS BANK PLC

Claimant

- and -

(1) ROCOR LIMITED

(2) ROCPREM LIMITED

(3) CHANGESPORT LIMITED

(4) HOSTMOOR HOLDINGS LIMITED

(5) BRIMUR PACKAGING LIMITED

Defendants

**ORDER
EXTENDING TIME FOR
REGISTRATION OF CHARGES
CREATED BY THE ABOVE-NAMED
DEFENDANTS**

DLA
Victoria Square House
Victoria Square
Birmingham B2 4DL

Tel: 08700 111 111
Fax: 0121 262 5791

FE Ref: JW

DP Ref:

BIR\DP\BSR\WATSON

Solicitors for the



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03862294

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
GUARANTEE & DEBENTURE DATED THE 24th NOVEMBER 2000 AND CREATED BY
ROCOR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO
BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st DECEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th DECEMBER 2000.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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