



## Particulars of a mortgage or charge

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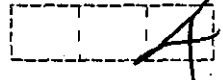
Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
old block letteringTo the Registrar of Companies  
(address on page 2 - Note 5)

For official use

Company number



4412326

Insert full name  
of company

Name of company

GREENVALE HOLDINGS PLC

Date of creation of the charge

15 OCTOBER 2002

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

An Omnibus Guarantee and Set-Off Agreement dated 15/10/2002 (the "Agreement")

Amount secured by the mortgage or charge

All moneys and liabilities then due or which might thereafter become due to Lloyds TSB Bank plc (the "Bank") from either the Company or any one or more of the other parties to the Agreement (other than the Bank) being at the date hereof the following companies:

GREENVALE HOLDINGS PLC	4412326
GREENVALE AP LIMITED	3163230
GREENVALE FOODS LIMITED	3705030
ES BLACK HOLDINGS LIMITED	SC161070
ES BLACK LIMITED	SC104395

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

Lloyds TSB Bank plc  
71 Lombard Street  
London EC3P 3BS

Postcode

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

REF: - B71729 MBN

Time critical reference

For Official Use  
Mortgage Section

Post room

A50  
COMPANIES HOUSE

\*AC5IKFHP\*

0810  
30/10/02

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

Please do not  
write in  
this margin

Any sum or sums for the time being standing to the credit of any present or future account of the Company with the Bank.

NOTE: By Clause 13(e) of the Agreement, the Company agreed that it would not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to all or any of the accounts for the time being of the Company with the Bank or any sum or sums standing to the credit of any one or more of such accounts, or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank).

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

**Particulars as to commission allowance or discount (note 3)**

NIL

Signed

Date 25.10.2002

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.
- 5 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04412326

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN OMNIBUS GUARANTEE AND SET-OFF AGREEMENT DATED THE 15th OCTOBER 2002 AND CREATED BY GREENVALE HOLDINGS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th OCTOBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —