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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

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

*Insert full name
of company

M 64 10/10

To the Registrar of Companies

For official use Company number



315158

Name of company

* BRITISH SUGAR PLC

Date of creation of the charge

21st September, 1990

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

Debenture ("the Debenture")

Amount secured by the mortgage or charge

Please see continuation sheet.

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

The Royal Bank of Scotland Plc

Postcode

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

Allen & Overy
9 Cheapside
London EC2V 6AD
(MGD/TSL)
A96294056

For official use
Mortgage section

Post room

REGISTERED

- 9 OCT 1990



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

Please see continuation sheet

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Allen & Overy

Date 9th October, 1990

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.

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The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

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Companies M395

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

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

Please do not
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Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

313158

Please complete
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in black type, or
bold block lettering

Name of company

BRITISH SUGAR PLC

~~XXXXXX~~*

*Delete if
inappropriate

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

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

Please do not
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legibly, preferably
in black type, or
bold block letters

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Security Agent and the Banks (or any of them) under each of the Indebtedness Agreements to which such Obligor is a party, together with all costs, charges and expenses incurred by the Security Agent or any Bank in connection with the protection, preservation or enforcement of its respective rights under the Indebtedness Agreements PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that, if it were so included, this Guarantee and Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985;

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legibly, preferably
in black type, or
bold block lettering

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

The Company, as beneficial owner charged in favour of the Security Agent (as agent and trustee as aforesaid):

- (a) by way of a legal mortgage all the property (if any) specified in Schedule One hereto together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants;
- (b) by way of legal mortgage all estates or interests in any freehold or leasehold property (except any Security Assets specified in paragraph (a) above) wheresoever situate now belonging to it and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants;
- (c) by way of legal mortgage all Group Shares listed in Schedule Two hereto and all those Group Shares held now or held in the future by it and/or any nominee on its behalf and all Related Rights accruing to the Group Shares now or in the future;
- (d) by way of fixed charge:
 - (i) (to the extent that the same are not the subject of a mortgage under paragraphs (a) and (b) above) all present and future estates or interests in any freehold or leasehold property belonging to it and all buildings and Fixtures thereon, all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants;
 - (ii) all plant and machinery now or in the future owned by the Company and its interest in any plant or machinery in its possession;
 - (iii) its present and future interest in all stocks, shares (other than the Group Shares), debentures, bonds or other securities and investments together with all Related Rights accruing thereto now or in the future;
 - (iv) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts) with any bank, financial institution or other person and the debts represented thereby;
 - (v) subject to Clause 9.4(b) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;

- (vi) all of the Company's present and future book and other debts, the proceeds of the same and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing;
- (vii) any beneficial interest, claim or entitlement of the Company in any pension fund;
- (viii) the Company's present and future goodwill;
- (ix) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in paragraphs (a) and (b) and sub-paragraph (i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (x) its present and future uncalled capital; and
- (xi) all its present and future Intellectual Property Rights.

By Clause 6.1 of the Debenture the Company, as beneficial owner, as security for the payment and performance of the Secured Liabilities, charges in favour of the Security Agent (as agent and trustee as aforesaid) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 5 of the Debenture.

NOTE: Clause 9 contains restrictions on the ability of the Company to create or permit to subsist other Encumbrances on the Security Assets and to dispose of the Security Assets.

"Bank" means any Berisford Bank and includes each Inter-Group Lender to which any Obligor owes an Inter-Group Liability (together with the "Banks");

"Encumbrance" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security;

"Existing Facility" means any agreement or arrangement governing or regulating the terms and conditions of any Existing Liability.

"Existing Liability" includes:-

- (a) any liability of any Obligor to an Existing Lender (whether actual or contingent) but excluding the Subordinated Guarantee or any gold loan;

- (b) any net liability of any Obligor under or in connection with any forward foreign exchange contracts to which it is a party with an Existing Lender as at the Relevant time;
- (c) any liability of any Obligor under any Swap to which it is a party with an Existing Lender at the relevant time; and
- (d) any liability deemed to be an Existing Liability pursuant to Clause 2(Existing Liabilities).

"Finance Document" means this Agreement and each of the Security Documents and any other document designated as such by the Co-ordinator and the Company.

"Fixtures" means, in relation to any freehold or leasehold property charged by or pursuant to this Guarantee and Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

"Group Shares" means shares owned by the Company in any other member of the Group;

"Indebtedness Agreement" means:-

- (a) the Finance Documents;
- (b) the Existing Facilities; and
- (c) the Subordination Agreement.

"Insurances" means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest;

"Intellectual Property Rights" means all know-how, patents, trademarks, service marks, registered designs, registrable business names, topographical or similar rights, copyrights and other intellectual property monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same) including the particular patents and trademarks listed in Schedule Three;

"Obligor" means each member of the Berisford Charging Group;

"Related Rights" means, in relation to shares or any other securities, all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise;

"Security Accounts" means the Collateral Accounts and the Realisations Accounts;

"Security Assets" means all assets, rights and property of the Company the subject of any security created hereby or pursuant hereto;

"Subordinated Guarantee" means a guarantee between (inter alia) the Company and the Coffee Banks whereby the Company guaranteed the liabilities of the members of the Coffee Charging Group to the Coffee Banks.

"Subordination Agreement" means a subordination agreement between the Co-ordinator, the Company and the Coffee Banks relating to the Subordinated Guarantee.

SCHEDULE ONE

The Property

1. Peterborough

- (1) ALL THAT Freehold and leasehold land and premises situated in the parishes of Woodston (otherwise Woodstone) and Orton Longueville formerly in the County of Huntingdon and now in Cambridgeshire as the same is shown for identification purposes only edged red on the plan A attached hereto being the property described in and conveyed by a conveyance dated 3rd May, 1937 between The Central Sugar Company Limited (in liquidation) (1) William Alexander Ferrier and George Nicholas Wardle (2) and British Sugar Corporation Limited (3) BUT EXCEPTING therefrom the property described in and conveyed by (First) a conveyance dated 5th December, 1975 between British Sugar Corporation Limited (1) and Kathleen Ryder (2) (Second) a conveyance dated 19th October, 1978 between British Sugar Corporation Limited (1) and Peterborough Development Corporation (2) (Third) a conveyance dated 21st February, 1980 between British Sugar Corporation Limited (1) and Peterborough Development Corporation (2) (Fourth) a conveyance 27th March, 1984 between British Sugar Plc (1) and Peterborough Development Corporation (2) and (Fifth) a conveyance dated 16th August, 1985 between British Sugar Plc (1) and Bernard Francis Wells and Ann Wells (2) AND in any other conveyance to the Company TOGETHER with all the Company's right and title of whatever kind in the property howsoever derived.
- (2) ALL THAT freehold land laying to the north west of Oundle Road Peterborough Cambridgeshire being the property registered with absolute title at HM Land Registry under title number CB115281.
- (3) ALL THAT freehold land with buildings erected thereon known as 291 Oundle Road Peterborough Cambridgeshire being the property more particularly described in and shown edged red on the plan attached to a conveyance dated 26th May, 1964 between Herbert Atholl Ross (1) and British Sugar Corporation Limited.
- (4) ALL THAT leasehold land known as land at Woodston House, Oundle Road, Peterborough as the same is comprised in a lease dated 30th November, 1981 between Esselte Communications Limited (1) and British Sugar Corporation Limited (2)
- (5) PE10 267 Oundle Road, Woodston, Near Peterborough

ALL THAT Freehold property known as 267 Oundle Road, Woodston, near Peterborough as the same is for the purposes of identification only shown edged red on the plan B(i) annexed hereto which property is comprised in a conveyance to the Company (then called British Sugar Corporation Limited) dated the 21st day of January 1944 made between Annie Willis of the one part and the Company of the other part and in any other

conveyances to the Company together with all the Companies rights and title of whatever kind in the property howsoever derived.

(6) PE37 Vine House, Oundle Road, Woodston, Peterborough

ALL THAT Freehold property known as Vine House, Oundle Road, Woodston, Peterborough as the same is for the purposes of identification only shown edged red on the plan B(ii) annexed hereto which property is comprised in a conveyance to the Company (then called British Sugar Corporation Limited) dated the 9th day of March 1937 made between Nora Daisy Baumber and Kenneth Cracknell of the one part and the Company of the other part and in any other conveyances to the Company together with all the Company's right and title of whatsoever kind in the property howsoever derived.

(7) PE48 Land in Oundle Road, Woodston, Peterborough

ALL THAT Freehold property comprising land in Oundle Road, Woodston, Peterborough as the same is for the purposes of identification only shown edged red on the plan B(iii) annexed hereto which property is comprised in a conveyance to the Company (then called British Sugar Corporation Limited) dated 17th day of April 1963 made between Harry Ashling of the one part and the Company of the other part and in any other conveyances to the company together with all the Company's right and title of whatever kind in the property howsoever derived.

2. Bury St. Edmunds

All THAT freehold property known as the British Sugar factory, packaging complex and premises adjoining the A 143 at Bury St. Edmunds in the County of Suffolk as the same is shown for the purposes of identification only edged in red on the plan C annexed hereto being comprised in conveyances to the Company dated 3/5/1937, 12/4/1948, 4/6/1951, 19/12/1951, 5/9/1963, 31/5/1966, 1/12/1967, 26/5/1978, 8/3/1979, 4/6/1980, 18/5/1989 and in any other conveyances to the Company together with all the Company's right and title of whatever kind in the property howsoever derived.

3. Ipswich

All THAT freehold property at Sroughton Road, Ipswich in the County of Suffolk as the same is for the purposes of identification only shown edged red on the plan D annexed hereto being comprised in conveyances to the Company (then called British Sugar Corporation Limited) dated 8th April 1937, 31st January 1950, 2nd February 1951, 11th May 1964 and 5th April 1968 and in any other conveyances to the Company together with all the Company's right and title of whatever kind in the property howsoever derived

4. York

ALL THAT freehold property known as the factory and land at Acomb, York in the county of Yorkshire as the same is for the purposes of identification only shown edged red and edged red coloured blue on the plan E annexed hereto being comprised partly in conveyances to the Company (then called British Sugar Corporation Limited) dated 31st December 1937 (save for that parcel of land conveyed to North Easton Railway Company by conveyance dated 4th April 1945), 12th April 1938, 26th April 1940 15th August 1944 and 28th September 1951 and partly being registered at HM Land Registry with possessory title under title number YK 1267 and in any other conveyances to the Company together with all the company's rights and title of whatever kind in the property howsoever derived.

5. Colney

THAT property off Colney Lane in the Parish of Colney in the County of Norfolk as the same is shown for identification purposes only edged red on the plan F annexed being comprised in the following conveyances to the Company:

- (1) Conveyance, dated 9th May 1974, between Eagle Star Insurance Company Limited (1) and the Company (then known as British Sugar Corporation Limited) (2)
- (2) Conveyance, dated 16th August 1965, between Eagle Star Insurance Company Limited (1) and the Company (then known as British Sugar Corporation Limited) (2) (as varied by a Deed of Exchange and Deed of Covenant dated 15th December 1966 between Eagle Star Insurance Company Limited (1), British Sugar Corporation Limited (2) and The Agricultural Research Council (3) and in any other conveyances to the Company with all the Company's right and title of whatever kind in the property howsoever derived.

6. Cantley

ALL THAT freehold property in the parishes of Cantley and Limpenhoe in the county of Norfolk as the same is shown for the purposes of identification only edged red and coloured blue on the plan G annexed hereto being comprised in the following conveyances to the Company:

- (1) Conveyance and Assignment dated 8th April 1937 between the English Beet Sugar Corporation Limited (1) and the Company (then called British Sugar Corporation Limited) (2).
- (2) Conveyance dated 25th March 1987 between The East Anglian Real Property Company Limited (1) and the Company (2).
- (3) Conveyance dated 11th September 1939 between Minnie Mary Gray (1) and the Company (then called British Sugar Corporation Limited) (2).

- (4) Conveyance dated 4th June 1943 between the East Anglian Real Property Company Limited (1) and the Company (then called British Sugar Corporation Limited) (2).
- (5) Conveyance dated 24th May 1950 between The British Transport Commission (1) and the Company (then called British Sugar Corporation Limited) (2).
- (6) Conveyance dated 11th August 1953 between E Lacon & Company Limited (1) and the Company (then called British Sugar Corporation Limited) (2).
- (7) Conveyance dated 8th February 1957 between the East Anglian Real Property Company Limited (1) and the Company (then called British Sugar Corporation Limited) (2).
- (8) Conveyance dated 2nd September 1966 between Frank Moll (1) and the Company (then called British Sugar Corporation Limited) (2).
- (9) Conveyance dated 30th December 1966 between the East Anglian Real Property Company Limited (1) and the Company (then called British Sugar Corporation Limited) (2).
- (10) Conveyance dated 14th May 1969 between The Right Honourable Walter Edgerton George Lucien, Earl of Albermarle MC (1) and the Company (then called British Sugar Corporation Limited) (2).
11. Conveyance dated 29th June 1971 between Alec Charles Brock, Eva Ma Farrow and Jessie Dora Cooke (1) and the Company (then called British Sugar Corporation Limited) (2).
- (12) Conveyance dated 25th October 1974 between the East Anglian Real Property Company Limited (1) and the Company (then called British Sugar Corporation Limited) (2).

and in any other conveyances to the Company together with all the Company's right and title of whatever kind in the property howsoever derived.

7. Kidderminster

ALL THAT Freehold land at Kidderminster Worcester as the same is for the purposes of identification edged red on plan H annexed hereto described partly in the following:

- (1) Conveyance dated 31st December, 1937 between The West Midland Sugar Company Limited (1) and British Sugar Corporation Limited (2).
- (2) Conveyance dated 15th November, 1963 between The Trustees of G R Woodward Deceased (1) and British Sugar Corporation Limited (2)
- (3) Conveyance dated 4th November, 1941 between Thomas Vale & Sons Limited (1) and British Sugar Corporation Limited (2)

8. Kings Lynn

- (1) ALL THAT Freehold land at Kings Lynn (formerly parishes of South Lynn and West Lynn) Norfolk as the same is for the purposes of identification edged on plan I hereto vested in the company pursuant to, and more particularly described in, the following assurances:
 - (a) Deed of Exchange dated 16th November, 1961 made between The Great Ouse River Board (1) and The British Sugar Corporation Limited (2)
 - (b) Deed of Exchange dated 25th February, 1957 and made between The British Sugar Corporation Limited (1) and The Great Ouse River Board (2)
- (2) ALL THAT land situate in the borough of Kings Lynn, Norfolk as is more particularly described in a conveyance dated 12th May, 1964 and made between The Great Ouse River Board (1) and The British Sugar Corporation Limited (2)
- (3) ALL THAT freehold land being situate in the borough of Kings Lynn as is more particularly described in a conveyance dated 18th February, 1965 and made between The Great Ouse River Board (1) and British Sugar Corporation (2)
- (4) ALL THAT leasehold land being situate in South Lynn Norfolk as is more particularly described in a lease dated 9th July, 1937 made between Sydney William Miles and General Sir Edward Peter Strickland (1) and The British Sugar Corporation Limited (2) for the remainder of a term of 99 years from 6th April, 1937
- (5) ALL THAT pumping station being the freehold property contained in a conveyance dated 5th February, 1942 and made between General Sir Edward Peter Strickland and Charles Alfred Howard (1) and The British Sugar Corporation Limited (2) situate at South Lynn, Norfolk. Except for that property comprised in a conveyance dated 4th May 1942 made between The British Sugar Corporation Limited (1) and William Parker (2).
- (6) ALL THAT Freehold land at Kings Lynn described with other land in a conveyance dated 8th April, 1937 between Kings Lynn Beet Sugar Factory Limited (in liquidation) (1) and The British Sugar Corporation Limited (2) as varied by the following assurances:
 - (a) A conveyance dated 12th January, 1955 made between The British Sugar Corporation Limited (1) The Great Ouse River Board (2).
 - (b) A deed of exchange dated 25th February 1957 made between The British Sugar Corporation Limited (1) and The Great Ouse River Board (2).

- (c) A conveyance dated 13th June, 1961 made between The British Sugar Corporation Limited (1) and The Minister of Works (2).
- (d) A conveyance dated 10th November, 1966 made between The British Sugar Corporation Limited (1) and The Mayor Alderman and Burgesses of the Borough of Kings Lynn (2).
- (e) A deed dated 25th January, 1971 made between The British Sugar Corporation Limited (1) and The Post Office (2).
- (f) A conveyance dated 29th January, 1981 made between The British Sugar Corporation Limited (1) and The Minister of Transport (2).
- (g) A conveyance dated 16th August, 1984 made between The British Sugar Corporation Plc (1) and C & G Concrete Limited (2).
- (7) ALL THAT leasehold land at Kings Lynn as referred to in a lease dated 18th August 1927 between the Ouse Drainage Board (1) and Kings Lynn Beet Sugar Factory Ltd (2) and assigned to the Company by a Deed dated 8th April, 1937 made between Kings Lynn Beet Sugar Factory Limited in liquidation Albert Palache, William Arthur Ward Jones and Alfred Wood (1) and The British Sugar Corporation Limited (2) as varied by a deed of surrender dated 1st September, 1980 made between The British Sugar Corporation Limited (1) and Anglian Water Authority (2)

9. Bardney

- (1) All those freehold and leasehold pieces or parcels of land and premises situate in the parishes of Bardney and Potterhanworth or elsewhere in the County of Lincoln comprised in the following documents:-

2 June 1927 Conveyance	Phillips Marshall Gibbons and Edith Annie Elizabeth Gibbons(1) Henry Herbert Crowder and Arthur Brown Porter(2) The Lincolnshire Beet Sugar Company limited(3)
2 March 1927 Conveyance	James Herbert Dennis(1) The Lincolnshire Beet Sugar Company Limited(2)
6 August 1927 Conveyance	The London and North Eastern Railway Company(1) The Lincolnshire Beet Sugar Company Limited(2)
28 January 1931 Deed of Exchange	The Lincolnshire Sugar Company Limited(1) Royal Exchange

Assurance(2) Harry Sellars and
Sidney Holson Harris(3) The London
and North Eastern Railway
Company(4)

Please complete
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Together with all the messuages factory and other buildings
and (so far as the same belonged to The Lincolnshire Sugar
Company Limited) the railway or sidings on any part or parts
of this land

Except for

- (a) that piece or parcel of land in Bardney which was
conveyed to The London & North Eastern Railway Company by
the above-mentioned Deed of Exchange dated 28 January
1931
- (b) a plot of land containing an area of one rood or
thereabouts and forming part of the paddock of Carlton
House Bardney (being part of the property comprised in
the above-mentioned Conveyance dated 2 June 1927) as
comprised in a Conveyance dated 6 October 1943 made
between British Sugar Corporation Limited (1) and Walton
Rural District Council (2)
- (c) a plot of land situate at Bardney (being part of the
property comprised in the above-mentioned Conveyance
dated 2 June 1927) as comprised in a Conveyance dated 27
February 1954 made between British Sugar Corporation
Limited (1) and Joseph Harold Knowles (2)
- (d) a plot of land situate at Bardney (being part of the
property comprised in the above-mentioned Conveyance
dated 2 June 1927) as comprised in a Conveyance dated 13
February 1963 made between British Sugar Corporation
Limited (1) and Joseph Harold Knowles (2)
- (e) land known as Carlton House Wragby Road Bardney (being
part of the property comprised in the above-mentioned
Conveyance dated 2 June 1927) as comprised in a
Conveyance dated 2 February 1966 made between British
Sugar Corporation Limited (1) and Eric Caunt and Joyce
Caunt (2)
- (f) land known as "Kusnac" Wragby Road Bardney (being part of
the property comprised in the above-mentioned Conveyance
dated 2nd June 1927) as comprised in a Conveyance dated
29th March 1967 made between British Sugar Corporation
Limited (1) and Sidney Percival and Cyril Roulinson (2)
- (g) land and dwellinghouse known as "Bien Venu" Wragby Road
Bardney (being part of the property comprised in the
above-mentioned Conveyance dated 2nd June 1927) as
comprised in a Conveyance dated 31st March 1967 made
between British Sugar Corporation Limited (1) and Denis
Phillips and Rohndda Phillips (2)

- (h) an area of land edged red on a plan attached to a Conveyance dated 6 April 1973 made between British Sugar Corporation Limited (1) and Richard Alexander Leakey (2)
- (i) property known as 34 Wragby Road Bardney (being part of the property comprised in the above-mentioned Conveyance dated 2nd June 1927) as comprised in a Conveyance dated 11th May 1976 made between British Sugar Corporation Limited (1) and Antony Mason and Eileen Mason (2)
- (j) property known as "Lindum" 38 Wragby Road Bardney (being part of the property comprised in the above-mentioned Conveyance dated 2nd June 1927) as comprised in a Conveyance dated 17th June 1976 made between British Sugar Corporation Limited (1) and David Terrence Luckett and Angela Alison Luckett (2)
- (k) property known as 36 Wragby Road Bardney (being part of the property comprised in the above-mentioned Conveyance dated 2nd June 1927) as comprised in a Conveyance dated 13th September 1976 made between British Sugar Corporation Limited (1) and James Taylor Aitkin and Annie Fyall Aitken (2)
- (l) 7 acres 0 roods 37 perches approximately of land and 2 acres 0 roods 14 perches approximately of land (being half the bed of the River Witham) all in the parishes of Bardney and Potterhanworth (being part of the property comprised in the above-mentioned Conveyance dated 2nd March 1927) as comprised in an Agreement dated 18th March 1963 to sell land made between British Sugar Corporation Limited (1) and Lincolnshire River Board (2)

All as comprised in a Conveyance and Assignment dated 25 November 1938 made between The Lincolnshire Sugar Company Limited (1) and British Sugar Corporation Limited (2)

- (2) All other (if any) the freehold property and premises vested in owned by or held in trust for The Lincolnshire Sugar Company Limited as comprised in a Conveyance and Assignment dated 25 November 1938 made between The Lincolnshire Sugar Company Limited (1) and British Sugar Corporation Limited (2)
- (3) All those leasehold properties and premises (including short term tenancies) specified in a Conveyance and Assignment dated 25 November 1938 made between The Lincolnshire Sugar Company Limited (1) and British Sugar Corporation Limited (2) and all other (if any) the leasehold property and premises vested in owned by or held in trust for The Lincolnshire Sugar Company Limited as comprised in the said Conveyance and Assignment dated 25 November 1938 Except for the leasehold premises known as "The Bungalow" High Street Bardney as comprised in an Assignment dated 11 January 1960 made between British Sugar Corporation Limited (1) and Alan Elding (2)

- (4) Freehold land and buildings forming part of British Rail's former goods yard at Bardney in the County of Lincoln comprised in a Conveyance dated 1st November 1982 made between British Railways Board (1) and British Sugar Plc (2)
- (5) 28.069 acres or thereabouts of freehold land at Nocton/Potterhanworth in the County of Lincoln as comprised in a Conveyance dated 11th October 1944 made between Smith's Potato Estates Limited (1) The Right Hon. J. H. Earl of Harrowby and F. L. N. Foster (2) and British Sugar Corporation Limited (3)
- (6) The freehold land and buildings known as the former station house Bardney in the County of Lincoln as comprised in a Conveyance dated 13th March 1973 made between Olive Mavis Gosling (1) and British Sugar Corporation Limited (2)
- (7) Approximately six acres and nine perches of freehold land at Bardney in the County of Lincoln forming part of "Calf Close" as comprised in a Conveyance dated 8 June 1939 made between William James Duckett (1) and British Sugar Corporation Limited (2) Except for a strip of land five feet wide and containing an area of 70 square yards or thereabouts forming part of and situate on the south western boundary of field Ordnance Survey No. 378 as was comprised in a Conveyance dated 29 June 1962 made between British Sugar Corporation Limited (1) and Walton Rural District Council (2)
- (8) Approximately 30 square yards of freehold land (part of Station House garden) Bardney in the County of Lincoln as comprised in a Conveyance dated 8 January 1971 made between British Railways Board (1) and The British Sugar Corporation Limited (2)
- (9) Farmhouses with outbuildings farm buildings and several closes and pieces or parcels of freehold land situate in the parishes of Branston and Potterhanworth and known as Riverside Farm Bardney in the County of Lincoln as comprised in a Conveyance dated 9 April 1968 made between Joseph Allan Peet (1) and British Sugar Corporation Limited (2). All of which above-mentioned property is for the purpose of identification only edged red on Plan J amended hereto

10. Wissington

ALL THAT freehold property known as the British Sugar Factory Site at Wissington in the County of Norfolk as the same is for identification purposes only shown edged red on plan K annexed hereto being comprised in conveyances, a conveyance and assignment and a deed of exchange to the Company (then called British Sugar Corporation Limited) dated:

- (1) 28th June, 1937 between (1) British Sugar Manufacturers Limited and (2) The Company except the land comprised in deeds, memoranda of which are endorsed on the conveyance and assignment including but without limitation:

- (a) Conveyance dated 14th May, 1958 between (1) The Company and (2) Francis Aubrey Bird, of the freehold property known as Hill House, Wereham, Norfolk;
 - (b) Conveyance of 17th May, 1960 between (1) The Company and (2) Edward Wootton, of the freehold property known as "The Limes", Wretton, Norfolk;
 - (c) Conveyance dated 11th October, 1978 between (1) The Company and (2) Crouch (Dehydrators) Limited;
 - (d) Conveyance dated 30th June, 1955 between (1) The Company and (2) Bernard Chamberlain Faulkner, of the property known as Manor Farm House;
 - (e) Deed of Exchange dated 23rd January, 1961 between (1) The Company and (2) The Great Ouse River Board, of the property comprising 6.565 acres in parishes of Wretton and West Derham, Norfolk;
- (2) 18th September, 1939 between (1) Robert Cox and (2) The Company;
- (3) 11th December, 1939 between (1) Barclays Bank Limited and (2) The Company except land transferred by:-
- (a) a Deed of Exchange dated 23rd January, 1961 between (1) The Company and (2) The Great Ouse River Board of 3.221 acres in the parish of Wereham;
 - (b) a Conveyance dated 11th October, 1978 between (1) the Company and (2) Crouch (Dehydrators) Limited.
- (4) 10th April, 1942 between (1) Cecil Douglas Gay and (2) The Company except the land transferred by:
- (a) a Conveyance dated 1st February, 1960 between (1) the Company (2) Wissington Farms Limited, of property known as Bridge Farm, Methwold, Norfolk containing 113.5 acres;
 - (b) a Deed of Exchange dated 20th October, 1969 between (1) The Company and (2) Kenneth Roy Reid of an area of 0.756 acres;
- (5) Deed of Exchange dated 23rd January, 1961 between (1) The Company and (2) The Great Ouse River Board;
- (6) 28th February, 1963 between (1) The Great Ouse River Board and (2) The Company;
- (7) 10th April, 1968 between (1) Brand & Harding Limited and (2) The Company;
- (8) Deed of Exchange dated 20th October, 1969 between (1) The Company and (2) Kenneth Roy Reid;

- (9) 8th May, 1979 between (1) Property Growth Assurance Company Limited and (2) The Company;

and in any other conveyances to the Company together with all the Company's right and title of whatever kind in the property howsoever derived.

11. Downham Market

ALL THAT freehold property at Baxwell Road, Downham Market in the County of Norfolk as the same is shown edged red on the plans L & M annexed hereto for identification purposes only being comprised in

- (1) a conveyance to the Company dated 27th June, 1952 between (1) George Albert Hartley and (2) The company (then called British Sugar Corporation Limited) except the land comprising 0.1 acre conveyed to Norfolk County Council by a conveyance 10th March, 1967.
- (2) a conveyance dated 2nd September, 1959 between (1) Robert Cox and (2) The Company (then called British Sugar Corporation Limited) except the land conveyed by the following conveyances:
 - (a) 11th March, 1964 - 0.083 acres to Wisbech and District Water Board;
 - (b) 10th January, 1968 - "White Lilacs" to Horace Avanel Rycraft and Burella Doris Rycraft;
 - (c) 28th July, 1970 "Croylands" to Dennis Garside and Mavis Garside; and
 - (d) 13th October, 1976 number 159 Bexwell Road, to Anthony Jack Neville Warnes.

12. Newark

ALL THAT freehold property known as land and buildings at Kelham and Muskham at Newark in the County of Nottinghamshire as the same is shown edged red on plan N annexed hereto being comprised in the following conveyances:-

- (1) Conveyance dated 3rd March 1977 made between Lloyds Bank Limited (1) and the Company (then known as British Sugar Corporation Limited) (2)
- (2) Conveyance and Assignment dated 8th August 1938 made between Home Grown Sugar Limited (1) Ernest Jardine and Louis Kershaw (2) and the Company (then known as British Sugar Corporation Limited) (3)
- (3) 16.11.84 Conveyance British Sugar Plc (1)
H N Potter W T Potter (2)
- (4) 12.7.85 Conveyance British Sugar Plc (1)

- | | | |
|-----|----------|---|
| | | J A Shelvock &
S E A Shelvock (2) |
| (5) | 25.10.85 | Conveyance |
| | | British Sugar Plc (1)
D.L. Bryant &
L.R. Bryand (2) |
| (6) | 26.10.84 | Conveyance |
| | | British Sugar Plc (1)
D V Gwynne &
L M Gwynne (2) (No copy) |

and in any other conveyances to the Company together with all the Company's right and title of whatever kind in the property howsoever derived.

14. Spalding

ALL THAT freehold property at West Marsh Road, and Shotbolt Lane Spalding in the County of Lincolnshire as the same is shown for the purpose of identification only edged red on plan P and plan Q respectively annexed hereto being comprised in conveyances to the Company (then called British Sugar Corporation Limited) dated 9th June 1942, 2nd December 1937, 25th May 1955, 23rd October 1945, 31st May 1963, 8th December 1980, 16th July 1968, 23rd October 1945 and in two conveyances of 15th April 1925; also comprised in a conveyance to the Company dated 20th November 1984 and in two conveyances to the Anglo-Scottish Beet Sugar Corporation Limited dated 20th January 1927, except land transferred by:-

- | | | | |
|-----|----------|----------------------------------|---|
| (1) | 1.5.58 | Deed of Covenant
& Conveyance | British Sugar
Corporation Ltd (1)
The Spalding
UDC (2) |
| (2) | 19.1.83 | Conveyance | British Sugar Plc
D J Newton &
S M Newton (2) |
| (3) | 11.11.76 | Conveyance | British
Corporation Ltd (1)

Smedley - HP
Foods Limited (2) |
| (4) | 22.1.82 | Conveyance
(copy) | British Sugar
Corporation Ltd (1)
Mr & Mrs AS Atkin (2) |
| (5) | 28.12.82 | Conveyance
(copy) | British Sugar Plc (1)
Mr. & Mrs. S.F. Hubbard (2) |
| (6) | 4.8.83 | Conveyance
(copy) | British Sugar Plc (1)
Mr. S. A. Roberts (2) |

and in any other conveyances to the Company together with all the Company's right and title of whatever kind in the property howsoever derived.

15. Holme

ALL THAT Freehold property at Holme in the County of Cambridgeshire as the same is shown for the purposes of identification only edged red on plan R annexed hereto being comprised in Conveyances to the Company (then called British Sugar Corporation Limited) dated 1st July 1966, 4th November 1966 and 8th January 1952 except for land transferred by:-

- (a) a conveyance of part dated 7th January 1969 made between the British Sugar Corporation Limited (1) & The Eastern Electricity Board (2)
- (b) a conveyance of part dated 4th June, 1969 made between the British Sugar Corp. Ltd (1) & Colin Musgrave Bradford and Joyce Bradford (2)
- (c) a conveyance of part dated 17th October 1978 between British Sugar Corp Ltd. (1) Colin Musgrave Bradford & Joyce Bradford (2)
- (d) a conveyance of part dated 18th March 1988 made between British Sugar plc (1) Derrick Malcolm Stacey & Myra Elizabeth Stacey (2)
- (e) a conveyance of part dated 18th March 1988 between British Sugar plc (1) & William Fox & Rachel Ann Fox (2)
- (f) a conveyance of part dated 20 October 1989 between British Sugar plc (1) and Graham Bream & Pamela Bream (2)

and in any other conveyances to the Company together with all the Company's right and title of whatever kind in the property howsoever derived.

16. Brigg

- (a) ALL THAT Freehold property known as Sugar Beet Factory at Brigg, Scawby in the country of Lincolnshire as the same is shown for the purpose of identification only shown edged red on plan S annexed hereto being comprised in the conveyances to the Company (then known as British Sugar Corporation Limited) dated 29.9.1938, 25.11.1938, 12.11.1941, 3.7.1951, 9.4.1958, 6.4.1962, 4.5.1979, 4.4.1975, 12.8.1980 and 2.7.1986 and a Deed of Exchange dated 6.8.1976 and in any other conveyances to the Company (less those parcels of land referred to as having been sold off in memoranda annexed to various of the said Conveyances) together with all the Company's right title and interest in the property of whatsoever kind however derived.

- (b) All that property shown edged red on plan T annexed hereto as the same is comprised in a conveyance dated 27.6.1960 and made between Lincs Lands Limited (1) and the Company (2).

17. Felstead

ALL THAT Freehold property known as Sugar Beet Factory at Felsted, Dunmow in the County of Essex as the same is shown edged red on the plan annexed hereto comprised in a Conveyance to the Company (then called British Sugar Corporation Limited) dated 31.12.27 (less those parts (if any) conveyed by the Company in a Conveyance dated 17.8.82 between the Company (1) and F.O. Watts & Sons Limited (2) and in any other conveyances to the Company together with all the Company's right and title of whatever kind in the property howsoever derived.

NOTE: The Company states that it does not own the parts of the property shown coloured blue on the plans annexed to this Schedule but the epitomes of title indicate that these parcels of land are owned by the Company and no conclusive evidence that they have been sold off has been disclosed.

SCHEDULE TWO

The Shares

- | | | |
|----|---------------------------------------|--------------------------|
| 1. | British Sugar Pension Trustee Limited | 99 ordinary
£1 shares |
| 2. | Crystal Fund (Management) Limited | 99 ordinary
£1 shares |

SCHEDULE THREE

Patents and Trademarks

Patents

Application No

Short Title

Country

EP 364078

Liquid Sampling
Apparatus

European: Designated
States: At, BE, CH, DE,
ES, FR, GB, GR, IT, LI,
LU, NL, SE

WO 9006343

Debranched Araban
and its use as a
Fat Substitute

World Application:
Designated States: AU,
DK, FI, JP, NO, US, AT,
BE, CH, DE, ES, FR, GB,
IT, LU, NL, SE



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 21st SEPTEMBER 1990 and created by BRITISH SUGAR PLC for securing all moneys due or to become due from each Obligor (as defined) to THE ROYAL BANK OF SCOTLAND plc as Agent and Trustee for itself and the Banks (as defined) on any account whatsoever under the terms of the Indebtedness Agreements (as defined) and this Charge

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 9th OCTOBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 15th OCTOBER 1990

No. 315158

P. R. REYNOLDS.

an authorised officer

Certificate and instrument received by

..... LC HWS

Date ..15.10.90.....