

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

Name of company

* GORDON JOPLING (PROCESSING) LIMITED (THE "COMPANY")

Date of creation of the charge

18 JULY 2002

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

Legal Charge made between the Company (1) and the Governor and Company of the Bank of Scotland (the "Bank") dated 18 July 2002 (the "Legal Charge").

Amount secured by the mortgage or charge

All sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by a Debtor (as defined below) whether:

(i) they arise before or after the Bank has demanded that they are repaid or carried out;

(ii) they are owed or to be carried out immediately or only after a stated event has occurred;

(iii) the Debtor owes or is to carry them out on his own or jointly with any other persons;

(iv) the Debtor owes or is to carry them out on his own account or as guarantor for other persons; together with Interest upon them and Expenses relating to them (as defined below).

(the "Debt").

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

The Governor and Company of the Bank of Scotland
116 Wellington Street
Leeds

Postcode LS1 4LT

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

Hammond Suddards Edge
2 Park Lane
Leeds
LS3 1ES

KJW/Forms/395bos6.1df

Time critical reference

MB2/KLF/KJW/BAN.3-105

For official Use
Mortgage Section

Post room



HLE
COMPANIES HOUSE

0188
24/07/02

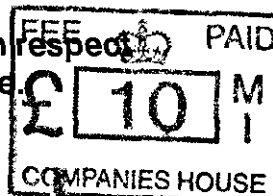
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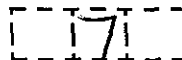
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bold block lettering

*insert full name
of Company



For official use

Company number



02984029

395

Short particulars of all the property mortgaged or charged

Under the Legal Charge, the Company with full title guarantee charges as security for the Debt:-

- (a) by way of legal mortgage the Property;
- (b) by way of fixed charge all buildings and other structures on, and items fixed to, the Property (as defined below);
- (c) by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- (d) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Legal Charge;
- (e) by way of assignment the Rental Sums (as defined below) together with the benefit of all rights and remedies of the Company relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt;
- (f) by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Legal Charge; and

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Hammond Siddons Psg Date 24 July 2002

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete
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Company Number

02984029

Name of Company

GORDON JOPLING (PROCESSING) LIMITED (THE "COMPANY")

Limited*

* delete if
inappropriate

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

Definitions

"Debtor" means any and every person (whether the Company, or the Owner (as defined below) or either of them) who has agreed to repay a Debt to the Bank.

"Owner" means the person who is referred to in the Legal Charge as the Owner and also:

(i) the Owner's personal representatives; and

(ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Legal Charge.

"Interest" means any sum of money payable to the Bank by way of interest upon the Debt.

"Expense" or "Expenses" mean the total of the following:

(i) any commission and other charges which the Bank may from time to time charge to the Company in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Company;

(ii) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under the conditions of the Legal Charge (the "Conditions") and which are either repayable by the Company under the Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under the Conditions;

(iii) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the Legal Charge or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate.

"Receiver" means any person (who may be an employee of the Bank) who is appointed by the Bank in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by the Bank in writing for such person.

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

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(g) if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

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Definitions

"Property" shall mean the property described below and the other assets charged under this clause (a-g inclusive):

(i) the leasehold property known as land on the East side of Shawfield Road, Carlton Industrial Estate, Barnsley, South Yorkshire and registered at H.M. Land Registry under Title Number SYK 431707.

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Chargor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

(d) "Chargor" means any and every person (whether the Company or Owner or either of them) who has charged an interest in the Property to the Bank by a Charge as security for the Debt.

NB

The Company may not create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank.

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Particulars of a mortgage or charge (continued)

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

CHFP025

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Company Number

02984029

Name of Company

GORDON JOPLING (PROCESSING) LIMITED (THE "COMPANY")

Limited*

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

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

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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. 02984029

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 18th JULY 2002 AND CREATED BY GORDON JOPLING (PROCESSING) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JULY 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

P.
J.M.