

Particulars of a mortgage or charge

395

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)

For official use

Company number

[141]

1372104

Name of company

* McKey Food Services Limited (the "Chargor")

Date of creation of the charge

1st November, 2001

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

A Security Agreement between the Chargor and the Security Agent (as defined below) dated 1st November, 2001 (the "Security Agreement").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any Obligor to any Lender under each Senior Document. The term "Senior Document" includes all amendments and supplements including supplements providing for further advances (the "Secured Liabilities").

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

Rabobank International, London Branch
Thames Court
One Queenhithe
London (the "Security Agent")

Postcode EC4V 3RL

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

Allen & Overy
One New Change
London
EC4M 9QQ

BK: 910658

Time critical reference

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

0483
19/11/01

See Continuation Sheet.

Please do not
write in
this margin

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

16th November, 2001

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 CF14 3UZ

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Company No.: 1372104
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CONTINUATION SHEET 1

SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

1. The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Security Agent:

(a) by way of a first legal mortgage:

- (i) all the property specified in Schedule 1 to this Form 395; and
- (ii) all estates or interests in any freehold or leasehold property in England and Wales (except any Security Assets specified in sub-paragraph (i) above) now belonging to it; and
- (iii) all Shares owned by it or held by any nominee on its behalf and all Related Rights accruing to such Shares; and

(b) by way of first fixed charge:

- (i) (to the extent that they are not the subject of a mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property in England and Wales belonging to it;
- (ii) all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession;
- (iii) all moneys standing to the credit of any account (including the Security Accounts) with any person and the debts represented by them;
- (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
- (v) all of the Chargor's book and other debts, the proceeds of the same and all other moneys due and owing to the Chargor and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- (vi) the benefit of all authorizations (statutory or otherwise but only to the extent capable of being charged) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in this Paragraph (1) and the right to recover and receive all compensation which may be payable to it in respect of them;
- (vii) its Intellectual Property Rights;
- (viii) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (ix) its goodwill; and

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(x) its uncalled capital.

2. The Chargor, as security for the payment of all of the Secured Liabilities, charges in favour of the Security Agent by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by clause 2 (Fixed security) of the Security Agreement.

N.B. The Chargor shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Security Agreement or any Security Interest permitted under the Facility Agreement; or
- (b) sell, transfer, grant, or lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under clause 3.1 (Creation of floating charge) of the Security Agreement or disposals permitted under clause 22.10 (Disposals) of the Facility Agreement.

N.B. The Security Agent may by notice to the Chargor convert the floating charge created by the Security Agreement into a fixed charge as regards all or any of the Chargor's assets which are the subject of that floating charge specified in the notice if:

- (a) an Event of Default is outstanding; or
- (b) the Security Agent reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

N.B. Each mortgage, charge and assignment created under the charge is made by the Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

N.B. (a) A reference in this Form 395 to a charge or mortgage of any freehold or leasehold property includes:

- (i) all buildings and Fixtures on that property;
- (ii) the proceeds of sale of any part of that property; and
- (iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

(b) Without prejudice to clause 2.1(b)(v) (Creation of fixed security) of the Security Agreement, if:

- (i) pursuant to clause 8.4 (Notices and withdrawals) of the Security Agreement, the Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of a Security Account; and

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- (ii) as a result, those proceeds are in any way released from the fixed charge created pursuant to clause 2.1(b)(v) (Creation of fixed security) of the Security Agreement and stand subject to the fixed charge created pursuant to clause 2.1(b)(iii) (Creation of fixed security) of the Security Agreement or the floating charge created pursuant to clause 3.1 (Creation of floating charge) of the Security Document,

the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of the Chargor and the proceeds of those debts.

- (d) In the case of any leasehold property in relation to which the consent of the landlord in whom the reversion of the lease is vested is required in order for the Chargor to create the Security Interests created pursuant to clause 2.1 (Creation of fixed security) of the Security Agreement, those Security Interests shall not be effective unless and until the Chargor has obtained the landlord's consent (which it shall use its best endeavours to do).

Definitions

In this Form 395:

"Account Bank"

means a person with whom a Security Account is maintained under clause 8 (Security Accounts) of the Security Agreement.

"Act"

means the Law of Property Act 1925.

"Ancillary Facility Agreement"

has the meaning given to it in the Facility Agreement

"Ancillary Facility Bank"

means Barclays Bank PLC.

"Company"

means Gands (U.K.), the holding company of the Chargor.

"Event of Default"

means a Senior Default or a Loan Note Default.

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"Facility Agent"

means Barclays Bank PLC.

"Facility Agreement"

means the £51,000,000 multicurrency term loan, revolving credit and guarantee facility agreement dated on 29th October, 2001 between, amongst others, the Company, the Chargor, the Facility Agent and the Security Agent.

"Finance Documents"

has the meaning given to it in the Facility Agreement.

"Finance Party"

has the meaning given to it in the Facility Agreement.

"Fixtures"

means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgage Property belonging to the Chargor.

"French Security Documents"

has the meaning given to it in the Facility Agreement.

"Group"

means the Company and its Subsidiaries.

"Insurances"

means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest.

"Intellectual Property Rights"

means all know-how, patents, trade marks, service marks, designs, 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).

"Intercreditor Agreement"

means the intercreditor agreement dated 29th October, 2001 entered into between, amongst others, the Obligors, The Prudential Insurance Company of America and the Finance Parties.

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"Lender"

means each Finance Party, the Ancilliary Facility Bank or each Loan Note Creditor.

"Loan Note Creditor"

has the meaning given to it in the Intercreditor Agreement.

"Loan Note Default"

means an Event of Default as defined in the Loan Note Loan Document.

"Loan Note Finance Document"

means:

- (a) the Loan Note Loan Document;
- (b) a Loan Note Guarantee;
- (c) a Security Document (other than each French Security Document); or
- (d) any other document designated as such by the Security Agent and The Prudential Company of America (as loan note facility agent).

"Loan Note Guarantee"

means the guarantee dated on or about the date of the Facility Agreement given by the Original Guarantor or any other guarantee in respect of the Obligations of the Company under the Loan Note Loan Document.

"Loan Note Loan Document"

means the £15,500,000 note purchase agreement dated 8th May, 1996 between the Company and The Prudential Insurance Company of America.

"Material Intellectual Property Rights"

means the Intellectual Property Rights set out in Schedule 2 to this Form 395.

"Mortgaged Property"

means all freehold or leasehold property referred to in Schedule 1 to this Form 395.

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"Obligor"

has the meaning given to it in the Facility Agreement.

"Original Guarantor"

has the meaning given to it in the Facility Agreement.

"Premises"

means all buildings and erections included in the definition of "Security Assets".

"Receipts Account"

means the account with sort code: 20-45-77, account number: 90620122 with Barclays Bank PLC, Barclays Corporate Banking Centre, PO Box 449, Spring Villas, Cliftonville, Northampton NN1 5ZF.

"Receiver"

means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver, in either case, appointed under the Security Agreement.

"Related Rights"

means any dividend or interest paid or payable in relation to any Share and any rights, moneys or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Security Account"

means each Receipts Account and any other account established under clause 8 (Security Accounts) of the Security Agreement.

"Security Assets"

means all assets of the Chargor the subject of any security created by the Security Agreement.

"Security Document"

has the meaning given it in the Facility Agreement.

"Security Interest"

Means any mortgage, pledge, lien, charge, security assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Security Period"

means the period beginning on the date of the Security Agreement and ending on the date on which the Security Agent (acting reasonably) is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

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"Senior Agreements"

means the Finance Documents and the Ancillary Facility Agreement.

"Senior Documents"

means the Senior Agreements and the Loan Note Finance Documents.

"Senior Default"

means an Event of Default as defined in the Facility Agreement.

"Shares"

means any stocks, shares, debentures, bonds or other securities and investments in any member of the Group incorporated in England and Wales other than in any Subsidiary of the Chargor which the Security Agent is satisfied is dormant.

"Subsidiary"

has the meaning given to it in the Facility Agreement.

"Value"

in relation to a property, means its open market capital value for existing use including land value.

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SCHEDULE 1

MORTGAGED PROPERTY

- (1) All that freehold land and buildings on the South Each side of Northfield Drive, Milton Keynes as the same is registered at HM Land Registry with title number BM95964.
- (2) All that freehold land known as Plot 1, South Skippingsdale Industrial Park, Scunthorpe as the same as registered at HM Land Registry with title Number HS152231.

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SCHEDULE 2

MATERIAL INTELLECTUAL PROPERTY RIGHTS

None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01372104

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT BETWEEN THE COMPANY AND RABOBANK INTERNATIONAL (THE "SECURITY AGENT") DATED THE 1st NOVEMBER 2001 AND CREATED BY MCKEY FOOD SERVICE LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT AND WHETHER OWED JOINTLY OR SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER) OF ANY OBLIGOR TO ANY LENDER UNDER EACH SENIOR DOCUMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 2001.

A handwritten signature in ink, appearing to be 'S. J. Jones'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES