

**M****Particulars of a mortgage or charge**Please do not  
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Pursuant to section 395 of the Companies Act 1985

M62

Please complete  
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in black type or  
bold block  
lettering

To the Registrar of Companies

For official use Company number

[X] [ ] [ ] [ ]

2739846

Name of company

CABLE STREET LIMITED (the "Company")

\*Insert full name  
of company

Date of creation of the charge

26th October, 1992

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

Guarantee and 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

National Westminster Bank plc (the "Security Agent")

25 Old Broad Street

London

Postcode

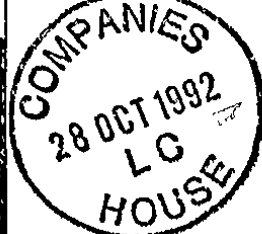
EC2N 1HQ

Presentor's name, address and  
reference (if any):Allen & Overy  
9 Cheapside  
London EC2V 6AD  
(MGD/TSL)For official use  
Mortgage section

REGISTERED

28 OCT 1992

Post room



Time critical reference

25/10

Short particulars of all the property mortgaged or charged

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lettering

Please see continuation sheet

Particulars as to commission allowance or discount (note 3)

Nil

Signed Allen & Overy Date 27th October, 1992

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.

Page 2

Please do not  
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## Particulars of a mortgage or charge (continued)

Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

2739846

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

Name of company

CABLE STREET LIMITED

Limited\*

\*Delete if  
inappropriate

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

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 secured by the Debenture to the extent that, if it were so included, the 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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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

1. The Company, as beneficial owner charged in favour of the Security Agent (as agent and trustee as aforesaid):
  - (a) by way of a second 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 second 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 second legal mortgage all Group Shares (if any) 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 second 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;

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

Continuation sheet No. 2  
to Forms Nos 395 and 410 (Scot)

Company number

**2739846**

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in black type, or  
bold block lettering

Name of company

**CABLE STREET LIMITED**

Limited\*

\*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)

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

Please complete  
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- (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.
- (e) by way of assignment its entire right title benefit and interest in all contracts and agreements of whatever nature to which the Company is a party.
2. The Company subject to the First Floating Charge, as beneficial owner, charged in favour of the Security Agent (as agent and trustee as aforesaid) by way of a second 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.

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

Continuation sheet No. 3  
to Forms Nos 395 and 410 (Scot)

Company number

**2739846**

Please complete  
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bold block lettering

Name of company

**CABLE STREET LIMITED**

Limited\*

\*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)

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

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NOTE: Clause 9 of the Debenture 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.

CAPITALISED TERMS DEFINED:

"Bank" means any Berisford Bank (as defined in the Refinancing Agreement) and includes each Inter-Group Lender (as defined in the Refinancing Agreement) to which any Obligor owes an Inter-Group Liability (together 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 the Refinancing Agreement and each of the Security Documents (as defined in the Refinancing Agreement) and any other document designated as such by the Co-ordinator and the Company.

"First Fixed Charges" means the fixed charges created by the Company in favour of the First Security Agent pursuant to the First Ranking Guarantee and Debenture;

"First Floating Charge" means the floating charge created by the Company in favour of the First Security Agent pursuant to the First Ranking Guarantee and Debenture;

"First Security Agent" means Barclays Bank PLC;

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

Continuation sheet No. 4  
to Forms Nos 395 and 410 (Scot)

Company number

**2739846**

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bold block lettering

Name of company

**CABLE STREET LIMITED**

Limited\*

\*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)

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

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"First Secured Liabilities" means the Secured Liabilities as defined in the First Ranking Guarantee and Debenture;

"First Ranking Guarantee and Debenture" means the first ranking guarantee and debenture of even date herewith between the Company and the First Security Agent;

"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 (as defined in the Refinancing Agreement);

"Refinancing Agreement" means a refinancing agreement dated 21st September, 1990 between Berisford International plc (1), British Sugar Plc (2), the Acceding Subsidiaries (as defined therein) (3), the Banks (as defined therein) (4), the Coffee Banks (as defined therein) (5), the Security Agents (as defined therein) (6), the Lenders' Agents (as defined therein) (7), the Steering Group (8), and National Westminster Bank PLC as Co-ordinator (9);

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# Particulars of a mortgage or charge (continued)

Continuation sheet No. 5  
to Forms Nos 395 and 410 (Scot)

Company number

**2739846**

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bold block lettering

Name of company

**CABLE STREET LIMITED**

Limited\*

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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)

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

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"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.

NOTE: References to persons in the Debenture shall be deemed to be references to or to include, as appropriate, their respective successors, transferees and assigns.

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

Continuation sheet No. 6  
to Forms Nos 395 and 410 (Scot)

Company number

**2739846**

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Name of company

**CABLE STREET LIMITED**

Limited\*

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

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

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

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SCHEDULE ONE

The Property

None

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

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Continuation sheet No. 7  
to Forms Nos 395 and 410 (Scot)

Company number

2739846

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Name of company

CABLE STREET LIMITED

Limited\*

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

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

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

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SCHEDULE TWO

The Shares

None

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

Continuation sheet No. 8  
to Forms Nos 395 and 410 (Scot)

Company number

2739846

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Name of company

CABLE STREET LIMITED.

Limited\*

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

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

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

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SCHEDULE THREE

Patents and Trademarks

None



**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 26th OCTOBER 1992  
and created by CABLE STREET LIMITED

for securing all moneys due or to become due from EACH MEMBER OF THE  
BERISFORD CHARGING GROUP to NATIONAL WESTMINSTER BANK PLC (THE SECURITY  
AGENT) under the terms of THE INDEBTEDNESS AGREEMENTS

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 28th OCTOBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 2nd NOVEMBER 1992

No. 2739846

*Jennifer V Evans*  
JENNIFER V. EVANS  
an authorised officer

C.69

LC 2/11

### Particulars of a charge

# 395

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**Pursuant to section 395 of the Companies Act 1985**

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

\* insert full name  
of company

**To the Registrar of Companies  
(Address overleaf - Note 5)**

**For official use**

**Company number**

2

**2739846**

Name of company

\* CABLE STREET LIMITED ("the Company")

**Date of creation of the charge**

26th October, 1992

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

**FIRST RANKING GUARANTEE AND DEBENTURE (the "Debenture")**

Amount secured by the charge

(a) All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of Berisford International Plc. ("the Parent") to Barclays Bank Plc. ("the Security Agent") and each or any of ABN AMRO Bank N.V., Australia and New Zealand Banking Group Limited, Bank Mees & Hope NV, Banque Bruxelles Lambert S.A., Banque Indesuez, Caisse Nationale de Credit Agricole S.A., The Chase Manhattan Bank N.A., Compagnie Financiere de CIC et de l'Union Europeenne, Credit Lyonnais, Creditanstalt Bankverein and Swiss Bank Corporation (together "the Banks") under each of (i) a Facility Agreement dated 26th October, 1992 and made

**Names and addresses of the chargees or persons entitled to the charge**

~~Barclays Bank Plc. (as agent and trustee for itself and each Bank).~~  
~~Chatsworth House, 65/70 St. Mary Axe, London~~

Postcode EC3A 8RD

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

Richards Butler  
Beaufort House  
15 St. Botolph Street  
London EC3A 7EE

~~Ref: YB/SG/P004 210~~

### Time critical reference

**For official Use  
Mortgage Section**

1 Post room

## REFLECTIONS

3 NOV 1992

COMPANIES HOUSE

- 3 NOV 1992

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Property subject to fixed charges:-

(a) by way of a first legal mortgage all the property specified in Schedule 1 to the Debenture together with all buildings and all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in relation to any freehold charged by or pursuant to the Debenture from time to time thereon owned by the Company, 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 monies paid or payable in respect of such covenants;

(b) by way of first legal mortgage whether or not registered at HM Land Registry, all estates or interests in any freehold or leasehold property (except any assets, rights and property of the Company the subject of any security specified in paragraph (a) above) wheresoever situate now belonging to the Company and all buildings and fixtures thereon, the proceeds of sale of all or any

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Richard Butler*

Date *2nd November 1992*

On behalf of [company][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, Maundy, Cardiff CF4 3UZ

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## Particulars of a charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

2739846

Name of company

CABLE STREET LIMITED

Limited\*

\*delete if  
inappropriate

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

between the Parent, Barclays Bank Plc. as agent, Bank Mees & Hope NV as Lender and the Banks as participants; (ii) a Deed of Application of Proceeds dated 26th October, 1992 made between the Parent, Barclays Bank Plc. as agent, National Westminster Bank Plc. as co-ordinator and the various banks defined therein; (iii) a guarantee dated 30th September, 1991 (as amended by agreements dated 3rd March, 1992, 30th June, 1992 and 26th October, 1992) given by the Parent to Barclays Bank Plc. as agent and to the Banks as beneficiaries ("the Guarantee"); (iv) an Agreement Among Berisford Creditors dated 26th October, 1992 made between the Banks and Barclays Bank Plc. as agent; (v) first ranking guarantees and debentures granted by respectively the Parent and its subsidiaries in favour of Australia and New Zealand Banking Group Limited, Bank Mees & Hope NV, Banque Bruxelles Lambert, S.A., Banque Indosuez, Caisse Nationale de Credit Agricole S.A., Compagnie Financiere de CIC et de l'Union Europeenne, Credit Lyonnais, Creditanstalt Bankverein, Swiss Bank Corporation, National Westminster Bank Plc., ABN AMRO Bank N.V., Barclays Bank Plc., The Chase Manhattan Bank N.A. (together "the Berisford Banks"); (vi) second ranking guarantees and debentures granted by the Parent and its subsidiaries on or after 21st September, 1990 in favour of the Banks as security for the obligations of the Parent under the Guarantee to which the Parent is a party, ((i), (ii), (iii), (iv), (v) and (vi) are hereafter together referred to as the "Indebtedness Agreements" and each is an "Indebtedness Agreement") together with all costs, charges and expenses incurred by the Security Agent or any Bank in connection with the protection, preservation or enforcement of their respective rights under the Indebtedness Agreements (hereafter the "Secured Liabilities").

(b) If the Parent shall be in default in the payment of any of the Secured Liabilities, all sums which may be payable in respect thereof together with interest thereon at the rate per annum from time to time payable by the Parent under the relevant Indebtedness Agreement until payment of such sums in full.

(c) All losses, claims, liabilities and damages which may be suffered by the Security Agent and each Bank in connection with the non-payment of a secured liability referred to in (a) above owing by the Parent.

(d) Interest on any amount not paid by the Company pursuant to the Debenture on the due date therefor from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full.

part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any monies paid or payable in respect of such covenants together with the benefit of all easements, licences, deeds of grant and other matters appurtenant thereto;

(c) by way of first legal mortgage all shares owned by the Company in the Parent and its subsidiaries from time to time ("the Group Shares") (if any) listed in Schedule 2 to the Debenture and all those Group Shares held now or held in the future by the Company and/or any nominee on its behalf and all rights accruing to the Group Shares now or in the future in respect of dividends and interest paid or payable in relation to the Group Shares and all shares, securities, rights, monies 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 (the "Related Rights");

(d) by way of first 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 (which expression includes fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company) 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 monies 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 Group Shares), debentures, bonds or other securities and investments together with all dividends and interest accruing thereto now or in the future 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;

(iv) all monies (including interest) from time to time standing to the credit of each of its present and future accounts including, without limitation, each account maintained from time to time by the Company for the purpose of getting in and realising the Company's securities (to the extent held by way of temporary investment), book and other debts and other monies and royalties fees and income at like nature in relation to the assets specified in (d)(ix) below ("Collateral Accounts") and each account into which the Security Agent pays the proceeds of any recoveries effected by the Security Agent if the Security Agent enforces the Debenture at a time when no amounts are due under the Indebtedness Agreements together with interest thereon at a fair market rate;

(v) subject to the Company's obligation to apply all monies which may at any time be received or receivable under any insurance in respect of all buildings and erections for the time being comprised within the definition of "Security Assets" ("the Premises") or such other assets in replacing, restoring or reinstating the Premises or assets destroyed or damaged, all benefits in respect of 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 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 monies 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 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 assets, rights and property of the Company specified in paragraph (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) the Company's present and future uncalled capital; and

(xi) all its present and future know-how, patents, trade marks, service marks, registered designs, registrable business names, typographical 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 3 to the Debenture.

(e) By way of assignment, its entire right, title, benefit and interest in all contracts and agreements of whatever nature to which the Company is a party.

## 2. Property subject to floating charges:-

(a) By way of a first floating charge all the Company's undertakings and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged or charged by way of fixed mortgage or charge.

NB. The First Ranking Guarantee and Debenture 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.

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

cb/XXXX-901/sg/Form395-a



**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 26th OCTOBER 1992  
and created by CABLE STREET LIMITED

for securing all moneys due or to become due from BERISFORD INTERNATIONAL  
PLC to BARCLAYS BANK PLC (AS AGENT AND TRUSTEE FOR ITSELF AND EACH BANK)  
under the terms of THE INDEBTEDNESS AGREEMENTS

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 3rd NOVEMBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 10th NOVEMBER 1992

No. 2739846

*Jennifer V Evans*  
JENNIFER V. EVANS  
an authorised officer

C.69

LC 10/11

# M

## COMPANIES FORM No. 403a

### Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

5736  
[ ] [2] [ ]

2739846

Name of company

\* Cable Street Limited

\* insert full name  
of company

I, DAVID ROSS HOOPER  
of Berisford Wing, 1 Prescott Street, London E1 8AY

† delete as  
appropriate

‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.

§ the date of  
registration may be  
confirmed from the  
certificate

§ insert brief  
details of  
property

~~I, a director~~ [the secretary] ~~the administrator~~ ~~the administrative receiver~~ † of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full] ~~[part]~~ ‡

Date and Description of charge ‡ 26th October 1992/First Ranking Guarantee and Debenture

Date of Registration § 3rd November 1992

Name and address of ~~chargee~~ [trustee for the debenture holders] Barclays Bank PLC, Chatsworth  
House, 66/70 St. Mary Axe, London EC3A 8BD

Short particulars of property charged § First fixed charges and a first floating charge over all the  
company's present and future assets

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.

Declared at Berisford Wing  
1 Prescott Street  
London E1 8AY

Declarant to sign below

the 21<sup>st</sup> day of January  
one thousand nine hundred and ninety three  
before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

CHRISTOPHER JOHN BYKES  
Solicitor  
Solicitor empowered to  
administer Oaths  
54 Lombard Street, LONDON E1 6EV

Presenter's name address and

reference (if any):  
Berisford International plc  
Berisford Wing  
1 Prescott Street  
London E1 8AY  
Ref: David Hooper  
PH: 071 481 9144

For official Use  
Mortgage Section

Post room

REGISTERED

30 JAN 1993

COMPANIES HOUSE

30 JAN 1993

M

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