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\* Full name of  
company

COMPANIES FORM No.395

## Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Name of company

\* MALDOME LIMITED

Date of creation of the charge

16th March 1995

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

Composite Debenture made between the Company and Others (1) and Ulster Investment Bank Limited (as security trustee) (2) (the "Security Trustee") (the "CD")

Amount secured by the mortgage or charge

(1) All moneys, obligations and liabilities whatsoever whether principal, interest or otherwise which are, or at any time in the future may become, due or owing to the Security Trustee and/or the Secured Parties (as hereinafter defined) or any of them whether collectively or individually by the Company either alone or jointly with any person or company on any account, whether current or otherwise in whatever currency denominated and all of its liabilities to the Security Trustee and/or the Secured Parties or any of them whether collectively or individually in connection with foreign exchange transactions, the acceptance, guaranteeing, endorsement or discounting by the Secured Parties of notes or bills issued by the Company or under any bonds, guarantees, indemnities or other instruments from time to time entered into by the Secured Parties for the Company or its request or the provision by the Secured Parties or any of them of interest on discounting facilities, leasing facilities or other facilities and all the Company's other liabilities whatsoever to the Security Trustee

Name(s) and address(es) of the mortgagee(s) or person(s) entitled to the charge

Ulster Investment Bank Limited whose registered office is at 2 Hume Street, Dublin 2 as security trustee for and on behalf of the Banks.

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

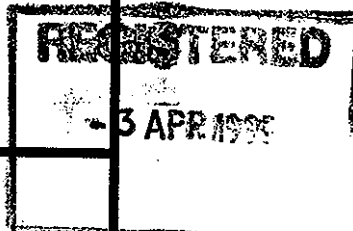
Cameron Markby Hewitt  
Sceptre Court 40 Tower Hill London  
EC3N 4BB

For official use  
Mortgage Section

Post room

JDP/Z2427/0009

Time critical reference



By way of a first fixed charge (which so far as it relates to the property referred to in (a) below vested in the Company at the date of the CD shall constitute a charge by way of legal mortgage):

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(a) its freehold and leasehold property (if any) both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Third Schedule to the CD opposite the Company's name and all buildings and fixtures (including, without limitation, trade fixtures) from time to time on any such property and all liens mortgages charges options agreements and rights titles and interests (whether legal or equitable) in or over land or the proceeds of sale thereof of whatever description both present and future;

(b) all plant and machinery specified in the Fourth Schedule to the CD and all the Company's other present and future plant, machinery, vehicles and equipment together with all replacements thereof, additions, improvements and accessories thereto together with the full benefit of the insurances on the same;

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Cameron Mathew Heath*

Date

*3<sup>rd</sup> April 1995*

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

† Delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF4 3UZ

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# Particulars of a mortgage or charge (continued)

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

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Company number

2913976

Name of company

MALDOME LIMITED

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

and the Secured Parties whether actual or contingent, whether as principal debtor, guarantor or surety or otherwise; and

(2) all costs, charges, expenses and other sums (banking, legal or otherwise) on a full unqualified indemnity basis howsoever incurred or to be incurred by the Security Trustee or the Secured Parties or by or through any Receiver (as hereinafter defined), attorney, delegate, sub-delegate, substitute or agent of the Security Trustee or the Secured Parties (including, without limitation, the remuneration of any of them) for any of the purposes referred to in the CD or in relation to the enforcement of the CD or any other security held by the Security Trustee as security for the Companies' Indebtedness together with interest to the date of payment (as well after as before any demand made or judgment obtained under the CD) at such rates and upon such terms as may from time to time be agreed and in the absence of agreement at the Default Rate (as hereinafter defined).

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

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(c) all plant, machinery, equipment and materials used in the production, processing and preparation for sale and marketing of the Company's meat or other agricultural products or any derivatives thereof;

(d) all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interest including but not limited to the Company's loan capital both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of conversion, redemption, bonus, preference, option, dividend, interest or otherwise;

(e) all the Company's goodwill and uncalled capital for the time being together with all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyrights, registered designs and any and all rights which the Company may have as licensee or sub-licensee pursuant to any agreement or otherwise, and other intellectual property rights now, or at any time during the continuance of this security, belonging to the Company and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;

(f) all the Company's present and future benefits, rights, title and interest in any or all moneys, payments and proceeds of the insurances maintained or effected now or hereafter by the Company pursuant to Clause 5.1(d) of the CD;

(g) all debts (other than the Company's book debts) now and from time to time due or owing to the Company including, without prejudice to the generality of the foregoing, all sums receivable by the Company by virtue of leases, leasing agreements, agreements for lease or hire purchase agreements and the full benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing;

By way of a floating charge

(h) all the Company's meat or other agricultural products or any derivatives thereof in the course of production;

(i) all the Company's book debts whether now or hereafter existing and whether presently payable or hereafter falling due for payment and the benefit of all securities and guarantees now or at any time during the continuance of this security held by the Company it, or inuring to the Company's benefit, in respect of such debts;

(j) the Company's undertaking and all the Company's other property assets and rights whatsoever and wheresoever both present and future including but not limited to the Company's property, assets and rights referred to in (a) to (g) above if and insofar as such charges or any part or parts of the same shall be for any reason ineffective as specific or fixed charges.

The security from time to time constituted by or pursuant to the CD is stated to be a continuing security.

The CD contains covenants that the Company, during the continuance of the CD, will not, save with the prior written consent of the Security Trustee:

(i) create or permit to exist any mortgage, debenture, charge, pledge, lien (save liens arising by operation of law) or other interest (whether express or arising by operation of law) on or affecting its Charged Assets (as hereinafter defined) or any part thereof;

(ii) sell or otherwise dispose of any of its Charged Assets otherwise than as

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Please complete  
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Company number

2913976

Name of company

MALDOME LIMITED

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

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

Please complete  
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otherwise permitted;

(iii) sell, transfer, assign or otherwise dispose of the whole or any of its undertaking, property or assets or deal with its book or other debts or securities for money otherwise than otherwise permitted.

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The Security Trustee may, at any time by notice to the Company (and whether or not it makes demand and whether or not an Event of Default (as hereinafter defined) shall have occurred), convert the Floating Charge (as hereinafter defined) into a specific charge as regards any assets specified in the notice which the Security Trustee shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened or to be otherwise in jeopardy and may appoint a Receiver thereof.

#### Definitions

"Banks" means each of the following:

AEN AMRO Bank N.V., Dublin Branch  
AEN AMRO Bank N.V., London Branch  
Arab Bank plc  
Banque Nationale de Paris S.A., Dublin Branch  
Barclays Bank PLC  
Caisse Nationale de Credit Agricole S.A.  
Commerzbank Aktiengesellschaft  
Credit Lyonnais S.A.  
CS First Boston Securities Limited  
Lloyds Bank Plc  
The Governor and Company of the Bank of Ireland  
Ulster Investment Bank Limited  
Morgens Waterfall Overseas Partners

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for business in Dublin and London;

"Charged Assets" means the assets described in paragraphs (a) to (j) above.

"Companies" means the Company and Anglo Beef Processors Limited (Company No. 2925718);

"Default Rate" means the rate per annum determined by the Security Trustee from time to time to be three per cent over the rate at which overnight or call deposits (or deposits for periods of such duration as the Security Trustee may from time to time designate but having regard to the likely duration of the non-payment) in the relevant currency are offered to the Security Trustee in the relevant inter-bank market for the currency in question at or about 11 a.m. in the relevant centre of the relevant inter-bank market on the Business Day immediately following the due date, the rate to be re-calculated on the same basis at the end of each such period until the sum in question is received by the Security Trustee;

"Event of Default" means an event specified in clause 2.3 of the CD;

"Floating Charge" means the floating charges described in paragraphs (h) to (j) above;

"Receiver" means any one or more receivers, administrative receivers and/or managers appointed in respect of the Company (whether appointed pursuant to the CD, pursuant to any statute, by a court or otherwise).

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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. 02913976

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 16th MARCH 1995 AND CREATED BY MALDOME LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ANGLO BEEF PROCESSORS LIMITED TO ULSTER INVESTMENT BANK LIMITED UNDER THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd APRIL 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th APRIL 1995.

A handwritten signature in cursive script, appearing to read 'P. Davies'.

PHIL DAVIES  
for the Registrar of Companies



POST 5/4 PM COMPANIES HOUSE

HC026B