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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

149342/10

Particulars of a mortgage or charge

395

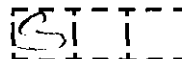
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03287609

Name of company

* Essex Retail Packers Limited

Date of creation of the charge

11 December 2003

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

Debenture

Amount secured by the mortgage or charge

See attached Rider A

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh
as agent and trustee of the security created by the Debenture on trust
for itself and each of the Finance Parties (as defined in Rider A)

Postcode EH1 1YZ

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

Dickson Minto WS
16 Charlotte Square
Edinburgh, EH2 4DF
DX ED199, EDINBURGH-1
0131 225 4455

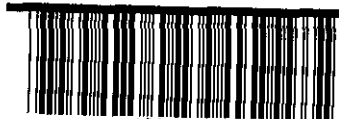
M395:essexretail.lpd

Time critical reference

B27/285/14/MTB/AJP/CJM

For official Use
Mortgage Section

Post room



A44
COMPANIES HOUSE

0684
18/12/03

Short particulars of all the property mortgaged or charged

See attached Rider B

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Richard Minto

Date

17.12.03.

On behalf of ~~XXXXXX~~ [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

ESSEX RETAIL PACKERS LIMITED

(Registered No 03287609)

RIDER A - FORM 395 (Debenture)

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 as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee and the Finance Parties under the Finance Documents together with:-

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- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Obligor under any facility agreement entered into after the date of the Debenture with all or any of the Finance Parties which is entered into wholly or partially in order to refinance the Secured Liabilities at the date hereof;
- (b) any further obligations and liabilities which may be made by any Finance Party to any Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith;
- (c) all costs, charges and expenses incurred by the Security Trustee or any of the Finance Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents;
- (d) any claims or damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Finance Documents;
- (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

Where:-

"Ancillary Bank"

means the Ancillary Bank referred to in the Senior Facility Agreement;

"Borrower"

means Grampian Country Food Group Limited, registered number SC100976 whose registered office is at 20 Queen's Road, Aberdeen AB15 4ZT;

"BoS"

means The Governor and Company of the Bank of Scotland of The Mound, Edinburgh



EH1 1YZ;

"Finance Documents"	means each of the Senior Finance Documents, the Mezzanine Finance Documents and the Subordinated Finance Documents;
"Finance Parties"	means each of the Security Trustee, the Senior Agent, the Mezzanine Agent, the Subordinated Agent and the Lenders;
"Group"	means the Borrower and any of its subsidiaries from time to time and "member of the Group" shall be construed accordingly;
"Intercreditor Agreement"	means an intercreditor agreement dated 29 July 1998 (as amended, restated, supplemented, novated or replaced from time to time) among the Borrowers and others, the Senior Creditors referred to therein, the Mezzanine Creditors referred to therein, the Subordinated Creditors referred to therein and BoS as Senior Agent, Mezzanine Agent, Subordinated Agent and Security Trustee;
"Lenders"	means the Senior Banks, the Ancillary Bank, the Mezzanine Banks and the Subordinated Banks;
"Mezzanine Agent"	means BoS as arranger and agent as more particularly described in the Mezzanine Facility Agreement;
"Mezzanine Banks"	means the Banks referred to in the Mezzanine Facility Agreement;
"Mezzanine Facility Agreement"	means the mezzanine facility agreement dated 28th July 1998 (as amended on 29th January 1999, 14 December 2001, 31 May 2002 and on 7 November 2003 and as amended, restated, supplemented, novated or replaced from time to time) among the Borrower and others, the Mezzanine Banks and the Mezzanine Agent;
"Mezzanine Finance Documents"	means (subject to the terms of the Intercreditor Agreement) the Finance Documents as defined in the Mezzanine Facility Agreement;
"Obligor"	means any member of the Group which has or which will have any liability (actual or

contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Security Trustee and the Finance Parties (or any of them) for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Finance Documents;

"Secured Liabilities"	means the amount secured by the Debenture more particularly described in this Rider A;
"Security Trustee"	means The Governor and Company of the Bank of Scotland as agent and security trustee for itself and for each of the Finance Parties;
"Senior Agent"	means BoS as arranger and agent as more particularly described in the Senior Facility Agreement;
"Senior Banks"	means the Banks referred to in the Senior Facility Agreement;
"Senior Facility Agreement"	means the senior facility agreement dated 28th July 1998 (as amended on 29th January 1999, 19 and 24 October 2001, 14 December 2001, 31 May 2002 and on 7 November 2003 and as amended, restated, supplemented, novated or replaced from time to time) among the Borrower and others, the Senior Banks, the Ancillary Bank and the Senior Agent;
"Senior Finance Documents"	means (subject to the terms of the Intercreditor Agreement) the Finance Documents as defined in the Senior Facility Agreement;
"Subordinated Agent"	means BoS as arranger and agent as more particularly described in the Subordinated Facility Agreement;
"Subordinated Banks"	means the Banks referred to in the Subordinated Facility Agreement;
"Subordinated Facility Agreement"	means the subordinated facility agreement dated 28th July 1998 (as amended on 29th January 1999, 19 and 24 October 2001, 14 December 2001, 31 May 2002 and on 7 November 2003 and as amended, restated,

supplemented, novated or replaced from time to time) among the Borrower and others, the Subordinated Banks and the Subordinated Agent; and

"Subordinated Finance Documents"

means (subject to the terms of the Intercreditor Agreement) the Finance Documents as defined in the Subordinated Facility Agreement.



ESSEX RETAIL PACKERS LIMITED

(Registered No 03287609)

RIDER B - FORM 395 (Debenture)

Short particulars of all the property mortgaged or charged

The Company with full title guarantee CHARGES in terms of the Debenture with the payment and discharge to the Security Trustee (as agent and trustee aforesaid) of all the Secured Liabilities:

1. The freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
2. All plant, machinery, vehicles and other equipment at the date of the Debenture or thereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment;
3. All shares and stock in the capital of any company which as at the date of the Debenture or at any time thereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto;
4. The benefit of all present and future licences (statutory or otherwise) held in connection with its business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
5. All licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to it;
6. The goodwill and the uncalled capital of the Company both present and future;
7. The book debts due or owing to the Company both present and future;
8. All benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Company or (to the extent of such interest) in which it has an interest;
9. The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future; and

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10. The undertaking and all other property and assets of the Company both present and future.

The charges on the property and assets referred to at paragraphs 1 - 8 above are created as fixed charges and constitute charges by way of legal mortgage on the property referred to at paragraph 1 above which is vested at the date of the Debenture in the Company.

The charges on the property and assets referred to at paragraphs 9 and 10 above (and also on such of the said property and assets of the Company both present and future as the Security Trustee may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged under the Debenture by way of fixed charge) are created as floating charges until the provisions of Condition 14 set out in the Second Schedule to the Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created by the Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Security Trustee be first charges.

The Company authorises the Security Trustee and each Finance Party to hold as security for the Secured Liabilities any balances, credits, deposits, accounts or moneys to which it is entitled on any account with the Security Trustee or that Finance Party and to apply any such balances, credits, deposits, accounts or moneys at any time without notice to the Company in satisfaction of any Secured Liabilities.

Where:-

"Company" means Essex Retail Packers Limited, a company incorporated in England and Wales with limited liability (registered number 03287609) with its registered office at Talgarrek House, Victoria Business Park, Roche, St Austell, Cornwall, PL26 8LX.

Terms defined in Rider A shall have the same meaning in this Rider B.

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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. 03287609

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th DECEMBER 2003 AND CREATED BY ESSEX RETAIL PACKERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH SECURITY TRUSTEE TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, AS AGENT AND TRUSTEE OF THE SECURITY CREATED BY THE DEBENTURE ON TRUST FOR ITSELF AND EACH OF THE FINANCE PARTIES AND THE FINANCE PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd DECEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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