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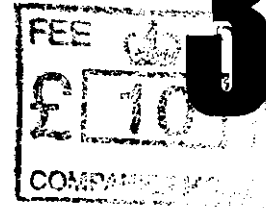
*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Liability £80,000 (x8)
102576

395



Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

1121

236243

Name of company

* United Industries Operations Limited ("Company")

Date of creation of the charge

18 January 2002

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

2

Legal Charge ("Charge") dated 18 January 2002 made between (1) the Company and (2) The Co-Operative Bank p.l.c. ("Bank")

Amount secured by the mortgage or charge

A

All monies, obligations and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company whether actually or contingently, and whether solely or jointly with any other person, and whether as principal or surety, and whether or not the Bank shall have been an original party to the relevant transaction, including interest discount commission or other lawful charges and expenses which the Bank may, in the course of its business, charge in respect of any of the matters aforesaid or for keeping the Company's account(s), (and also including the costs, charges and expenses referred to in clause 10 of the Charge) and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand or judgment or the insolvency of the Company ("the Company's indebtedness")

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

The Co-Operative Bank p.l.c.
Pennine House, Russell Street (Bond Court), Park Row, Leeds LS1 5RN

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

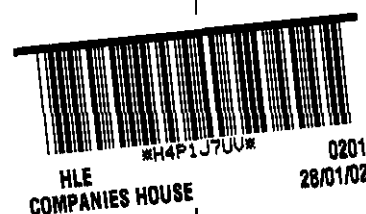
DLA
Princes Exchange
Princes Square
LEEDS
LS1 4BY

LDSDP\B190034.lfd (mb.sjd)

Time critical reference

For official use
Mortgage Section

Post room



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1. The Company (to the full extent of the Company's interest in the Property (as defined below) or its proceeds of sale) with Full Title Guarantee charges the Bank by way of legal mortgage all legal interests and otherwise by way of specific equitable charge the Property as a continuing security for the payment or discharge on demand of the Company's Indebtedness.

2.

2.1 The Company (to the full extent of the Company's interest therein) with Full Title Guarantee, charges by way of floating charge (as a continuing security for the payment or discharge of the Company's Indebtedness) the Equipment.

2.2 The Company covenants with the Bank:

2.2.1 not without the previous consent in writing of the Bank to dispose of the Equipment (defined below) save in the ordinary course of business;

continued...

Particulars as to commission allowance or discount (note 3)

Nil

Signed

RA N. Bailey

Date

28

January 2002

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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

236243

Name of Company

United Industries Operations Limited ("Company")

Limited*

* delete if
inappropriate

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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2.2.2 to keep all the Equipment in good and substantial repair and condition and to renew or replace the same when necessary;

2.2.3 to keep the Equipment insured against loss or damage by fire, theft, aircraft, storm, tempest flood and damage by or resulting from vehicular impact and such other risks as the Bank shall from time to time require in their full replacement value for the time being in such insurance office or offices as the Bank shall approve, and punctually to pay all premiums in respect of such insurance.

3. Where a business or undertaking is carried on at or from the Property, the Company (to the full extent of the Company's interest) with Full Title Guarantee, assigns unto the Bank (as a continuing security for the payment or discharge of the Company's Indebtedness) (i) the goodwill of the business carried on at or from the Property (ii) the benefit of the Licence or Certificate (defined below) and (iii) the right to recover and receive any compensation payable in respect of the Licence or Certificate to hold the same unto the Bank absolutely subject to re-assignment on redemption.

NOTE 1:

The Charge contains the following covenants:

1. Not without the Bank's prior written consent to change the use of the Property, or to change the nature of the business (if any) carried on at or from the Property, or to make any structural alteration or addition to the Property, or to make any planning application for any of such matters.

2. Not without the Bank's prior written consent to:

2.1 grant or accept (or contract so to do) a surrender of any lease, licence to occupy or franchise relating to the Property, or agree any variation of the terms of any lease or part with or share occupation of the Property;

2.2 create, or purport to create, any other mortgage, charge or lien on the Property or the Other Charged Assets (defined below);

2.3 sell or dispose of the Property or any part of it (or contract so to do);

2.4 sever or dispose of any fixed plant and machinery and other fixtures now or in the future in or about the Property, save in the ordinary course of repair or replacement.

NOTE 2:

The Charge contains a power to appoint a receiver.

NOTE 3:

The Charge contains a power of attorney in favour of the Bank.

NOTE 4:

Definitions:

"the Equipment" means all unfixed plant and machinery and other chattels and equipment now or in the future in on or about the Property, and includes any part or parts thereof

"Licence or Certificate" means the Justices Licence or Registration Certificate (if any) or other Licence or Certificate (if any) necessary to carry on at or from the Property the business or undertaking of the Company.

"the Other Charged Assets" means the assets (if any) other than the Property charged by the Charge;

"the Property" means the property referred to in the First Schedule of the Charge, being leasehold land units 1, 3 and 4 North Bank, Berry Hill Industrial Estate, Droitwich as the same are comprised in an underlease dated 24 October 1980 made between Mahler Investments Limited (1) and Hydrair Limited (2), and an underlease dated 3 March 1981 made between Mahler Investments Limited (1) and Interfood Limited (2), and shall include all additions thereto and all fixtures and all fittings in the nature of fixtures and all fixed plant and machinery (not being chattels within the meaning of the Bills of Sale Acts) now or in the future in or about the Property, and includes any part or parts thereof.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 00236243

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 18th JANUARY 2002 AND CREATED BY UNITED INDUSTRIES OPERATIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK p.l.c. ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th JANUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th JANUARY 2002.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —