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395

Pursuant to section 395 of the Companies Act 1985

Company number

5

2953704

* Beechfield Brands Limited (the "Company")

6th February 2006

Debenture

All obligations and Indebtedness from time to time due, owing or incurred by the Company to Paul Richard Persey up to a maximum amount of £2 million

Paul Richard Persey of Belvedere, Burgmanns Hill, Lymington, Exmouth

Postcode EX8 5HP

MKD/9458/18

Time critical reference

1 Post room



A25 ***AQA**
COMPANIES HOUSE

699
16/02/2006

Short particulars of all the property mortgaged or charged

The Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Lender:-

1. By way of legal mortgage, all freehold and leasehold property wheresoever situate now owned by the Company or in which the Company has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefitting, the same;

Continued on continuation sheet attached.

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)

Signed

Date 13/02/08

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

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as
appropriate

CHFP025

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

Please do not
write in this
binding margin

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

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

Company Number

2953704

Name of Company

Beechfield Brands Limited (the "Company")

Limited*

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

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

2. By way of fixed charge;

(a) all present and future freehold and leasehold property and any rights under any licence wheresoever situate now or from time to time hereafter owned by the Company or in which the Company may have an interest (to the extent not the subject of a legal mortgage by virtue of clause 3.1.1 of the Debenture referred to above), together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefitting, the same;

(b) all present and future goodwill and uncalled capital for the time being of the Company;

(c) all the present and future right title and interest of the Company in the Securities;

(d) all bills of exchange promissory notes and negotiable instruments of any description now or at any time hereafter beneficially owned by the Company;

(e) all patents, trade marks and service marks and applications for the same, trade names, designs, design rights, copyrights, computer programs, database rights, domain names, logos, brands, trade names, know-how and trade secrets and all other industrial or intangible property rights relating to, intellectual and intangible property, in each case whether registered or not and now or from time to time hereafter owned by the Company, or in which the Company may have an interest;

(f) all plant, machinery and other equipment now or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;

(g) all the right title and interest of the Company to and in the Debts;

(h) all Collateral Rights from time to time belonging to the Company and the proceeds of sale thereof;

(i) all present and future rights of the Company under hire-purchase, conditional sale, credit sale, leasing, bailment or rental agreements.

3. The Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Lender by way of floating charge all the undertaking and all the assets, rights and income of the Company both present and future not otherwise effectively mortgaged charged or assigned under clause 3.1 of the Debenture.

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02953704

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th FEBRUARY 2006 AND CREATED BY BEECHFIELD BRANDS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PAUL RICHARD PERSEY UP TO A MAXIMUM OF £2 MILLION WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th FEBRUARY 2006.

pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES