

M

CHFP025

Please do not
write in
this margin

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

Insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

A fee of £13 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



3400140

Name of company

* Berrys Direct Limited (the "Company")

Date of creation of the charge

1 June 2005

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

A debenture dated 1 June 2005 entered into between the Company and
Paramount Park Limited (the "Lender") (the "Debenture")

Amount secured by the mortgage or charge

All monies and liabilities now or at any time due, occurring or incurred
by the Company to the Lender on any account, whether actual or contingent
and whether as principal or surety, together with all interest, charges,
costs and expenses. (the "Secured Liabilities")

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

Paramount Park Limited, 72 New Cavendish Street, London

Postcode W1G 8AU

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

Nabarro Nathanson
Lacon House
Theobald's Road
London
WC1X 8RW

AA/NHB/B3844/00001/3064591

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD4
COMPANIES HOUSE

0256
09/06/05

Short particulars of all the property mortgaged or charged

See page 4 of Continuation Sheet 1

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)

NIL

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

Signed Nathan Nathanson

Date 9 June 2005

On behalf of [company] ~~XXXXXXXXXXXX~~ †

Notes

† delete as
appropriate

- 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

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

3400140

Name of Company

Berrys Direct Limited (the "Company")

~~XXXXXX~~

* 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*

A. Charging Provisions

1.1 The Company with full title guarantee and as a continuing security for the Secured Liabilities charges:

1.1.1 by way of legal mortgage any freehold or leasehold or other immovable property now vested in the Company (including without limitation the property specified in schedule 1 of the Debenture) together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon and the proceeds of sale thereof;

1.1.2 by way of fixed charge:

1.1.2.1 all other freehold or leasehold and other immovable property at any time in the future belonging or charged to the Company together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon and the proceeds of sale thereof;

1.1.2.2 all plant and machinery, computers, office and other equipment now or in the future belonging to the Company and the benefit of any warranties or maintenance contracts for any of the same;

1.1.2.3 all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them;

1.1.2.4 its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Company (but excluding to the extent effectively charged to the Lender pursuant to sub-clause 1.1.2.3 above, the Blocked Accounts and any amount standing to the credit thereof;

1.1.2.5 all stocks, shares, bonds and other securities now or in the future belonging to the Company together with all dividends and other rights deriving therefrom;

1.1.2.6 the goodwill of the Company and its uncalled capital for the time being;

1.1.2.7 its customer database and all information and benefit associated therewith; and

1.1.2.8 the benefit of any licences and all patents, patent applications, inventions, trade marks, service marks, designs, trade names, copyright, knowhow and other intellectual property rights and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Company.

1.1.3 by way of floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charge by the Debenture.

B. Negative Pledge

1.1 The Company shall not without the prior written consent of the Lender:

1.1.1 create or permit to subsist any mortgage, charge, pledge, lien (other than in favour of the Lender) or other security interest on any of its assets other than the Debenture;

1.1.2 sell, transfer or otherwise dispose of or deal with any of the

See page 4 of Continuation Sheet 2

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

CHFP025

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

Please do not
write in this
binding margin

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

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

Company Number

3400140

Name of Company

Berrys Direct Limited (the "Company")

XXXXXX

* 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*

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

property or assets which are charged by way of legal mortgage or fixed charge under the Debenture or enter into any agreement or grant any option for any such sale, transfer or other disposal or dealing;

- 1.1.3 sell, transfer or otherwise dispose of or deal with any of the assets which are charged by way of floating charge under the Debenture other than disposals for full market value in the ordinary course of business;
- 1.1.4 part with possession of any freehold or leasehold property grant or agree to grant any option or any licence, tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Debenture and being an agent of the Company and the Lender may grant or accept surrenders of leases without restriction; or
- 1.1.5 pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever, unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Company except for the purpose of effecting repairs or replacing the same.

C. Definitions

"Blocked Accounts" means, in relation to the Company:

- (a) the bank accounts of the Company as described in part IV, Schedule 3 of the Debenture being the account of Paramount Park Limited with Investec Bank (UK) Limited with Citibank NA, 336 Strand, London, account number 562785, clearing code 18-50-08 (for the account of Paramount, 12984001); and
- (b) such other bank accounts of the Company as the Lender may designate or approve by notice in writing to the Company.

"Book Debts" means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation or proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03400140

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st JUNE 2005 AND CREATED BY BERRYS DIRECT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PARAMOUNT PARK LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JUNE 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —