

ACCOUNT RECEIVED

613 FEB 2002

# 395

400107

Company number

[illegible]

\* P&H (2002) Limited (the "Chargor")

7 February 2002

A debenture (the "Debenture") dated 7 February 2002 made by the Chargor and others in favour of Barclays Bank PLC as trustee for the Secured Parties (the "Security Trustee").

See Schedule 2.  
See Schedule 1 for definitions.

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London, E14 4BB,  
as Security Trustee, which expression shall include any person for the  
time being appointed as trustee or as an additional trustee for the  
purpose of, and in accordance with, the Master Agreement

Postcode

RZS/NDXM/B1227/23673

1 Post room



0447  
13/02/02

Short particulars of all the property mortgaged or charged

See Schedules 3, 4, 5 and 6.

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)

None

Signed

*Clifford Chance*

Date 13 February 2001

On behalf of [company] [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 CF4 3UZ

**Schedules to Form 395 relating to a Debenture dated 7 February 2002  
entered into by P&H (2002) Limited (Company No 4236932)**

**SCHEDULE 1  
DEFINITIONS**

**"Account"** means any credit balance from time to time of the Chargor and all Related Rights (other than the Cash Collateral Accounts) and including without limitation the accounts specified in Schedule 1 (*Accounts*) of the Debenture.

**"Additional Guarantor"** means each company which has become an Additional Guarantor in accordance with Clause 27 (*Additional Guarantor*) of the Master Agreement.

**"Administrator"** means Burdale Financial Limited.

**"Agent"** means Barclays Bank PLC.

**"Ancillary Bank"** means Barclays Bank PLC.

**"Ancillary Borrower"** means each member of the Group to which an Ancillary Facility is made available by the Ancillary Bank.

**"Ancillary Documents"** means (i) those documents relating to or evidencing the terms of any Ancillary Facility and (ii) the Excess Facility Agreement, in each case in the form set out in Exhibit 3 of the Master Agreement.

**"Ancillary Facilities"** means any of the facilities provided by the Ancillary Bank in accordance with the Ancillary Documents.

**"Arrangers"** means Barclays Bank PLC and Burdale Financial Limited.

**"Assigned Account"** means the Accounts specified in Schedule 1 (*Accounts*) of the Debenture and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee.

**"B Loan Notes"** means the variable and fixed rate guaranteed secured 'B' Loan notes due 2012 constituted by the B Loan Note Instrument.

**"B Loan Note Instrument"** means the loan note instrument dated on or around the Closing Date and made between the Parent, each Guarantor and each Vendor and the Loan Note Trustee constituting the B Loan Notes.

**"B Preference Shares"** means the 'B' preference shares of £0.00001 each in the capital of P&H (2002) Limited (formerly Praisedevice Limited).

**"Cash Collateral Accounts"** means the accounts of P&H (2002) Limited (formerly Praisedevice Limited) and Buildtrue Limited specified in and charged pursuant to each security over cash agreement entered into by P&H (2002) Limited (formerly Praisedevice

Limited) and Buildtrue Limited pursuant to the Guarantee Facility Agreement between each of P&H (2002) Limited (formerly Praisedevice Limited) and Buildtrue Limited and Barclays Bank PLC as party to the Guarantee Facility Agreement dated on or about the date of the Debenture as security for amounts due or which may become due under the Guarantee Facility Agreement.

**"Charged Property"** means all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture.

**"Closing Date"** means the date on which Palmer & Harvey McLane (Holdings) Limited becomes a subsidiary of P&H (2002) Limited (formerly Praisedevice Limited) being no later than 3 March 2002 or such later date as the Agent shall agree.

**"Deed of Release"** means the deed of release relating to the Existing Encumbrances.

**"Encumbrance"** means (a) a mortgage, charge, standard security, pledge, lien, diligence, assignation in security or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off, deducted, retained, or balancing of accounts made or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) the effect of which is to give a creditor a preferential position in relation to any asset of a person on any insolvency proceeding of that person.

**"Excess Facility Agreement"** means the £160,000,000 overnight excess facility agreement in the agreed form to be made available by Barclays Bank PLC to Palmer & Harvey McLane Limited;

**"Existing Encumbrances"** means all existing Encumbrances granted in relation to the Existing Facilities and the Existing Encumbrance granted by P&H (1925) Limited in favour of Barclays Bank Trust Company.

**"Existing Facilities"** means overdraft facilities made available to the Target Group by Barclays Bank PLC prior to the Closing Date.

**"Fee Letters"** means the letter or letters referred to in Clauses 17.2 (*Facility Fee*), 17.3 (*Agency Fee*) and 17.4 (*Termination Fee*) of the Master Agreement.

**"Finance Documents"** means the Master Agreement, any Guarantor Accession Memorandum, the Sales Ledger Financing Agreement, the Receivables Agreement, the Ancillary Documents, the Fee Letters, the Security Documents, the Intercreditor Agreement, and any documents evidencing the terms of any other agreement or document that may be entered into or executed pursuant to any of the foregoing by any Obligors and any other document which is designated a "Finance Document" in writing signed by the Parent and the Agent.

**"Guarantee Facility Agreement"** means the agreement in the agreed form pursuant to which a guarantee facility is to be made available by Barclays Bank PLC to P&H (2002) Limited (formerly Praisedevice Limited) and Buildtrue Limited.

**"Guarantor Accession Memorandum"** means a memorandum substantially in the form set out in Part 1 of Schedule 6 (*Form of Guarantor Accession Memorandum*) of the Master Agreement.

**"Guarantors"** means the Original Guarantor and each Additional Guarantor.

**"Group"** means the Parent and its subsidiaries for the time being.

**"Hedge Counterparty"** means a Participant which has entered into a Hedging Agreement.

**"Hedging Agreements"** means each of the agreements entered into or to be entered into between an Obligor approved by the Agent and a Hedge Counterparty for the purpose of (a) hedging interest rate liabilities in accordance with Clause 14.30 (*Hedging*) of the Master Agreement or (b) a treasury transaction falling within the definition of Permitted Treasury Transaction.

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance or credit insurance) in which the Chargor may from time to time have an interest.

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use and monies deriving from such intellectual property now or hereafter belonging to the Chargor and all Related Rights.

**"Intercreditor Agreement"** means the intercreditor agreement to be made between the Security Trustee and the Loan Note Trustee.

**"Investments"** means any stocks, shares, debentures, securities and other investments, assets, rights or interests falling within Part I of Schedule 1 to the Financial Services Act 1986 (as in force at the date of the Debenture but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply) (but not including the Shares) whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system).

**"Loan Note Security Document"** means the floating charge entered into by the Parent, each Guarantor and each Vendor in favour of the Loan Note Trustee.

**"Loan Note Trustee"** means the trustee on behalf of (a) the holders of any B Loan Notes from time to time and (b) the holder of the B Preference Shares from time to time.

**"Master Agreement"** means a £160,000,000 master agreement made between, amongst others the Parent and Original Guarantor, the Arrangers, the Agent, the Security Trustee, the Purchaser and the Participants party thereto.

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Chargor and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor).

**"Northern Irish Property"** means the freehold or leasehold property situated in Northern Ireland and more particularly described in Part D of Schedule 4 (*Details of Real Property*) to this Form 395.

**"Northern Irish Security Documents"** means any mortgage entered into by an Obligor in relation to any Property situated in Northern Ireland in the agreed form.

**"Obligor"** means the Parent, a Guarantor, any Vendor and an Ancillary Borrower.

**"Original Guarantor"** means Palmer & Harvey (Holdings) PLC (formerly Firstvenus plc).

**"Parent"** means Palmer & Harvey (Holdings) PLC (formerly Firstvenus plc).

**"Participant"** means any institution:

- (a) named in Schedule 1 (*The Participants*) of the Master Agreement; or
- (b) which has become a party thereto in accordance with Clause 26.5 (*Assignments by Participants*) or Clause 26.6 (*Transfers by Participants*) of the Master Agreement,

and which has not ceased to be a party to the Master Agreement in accordance with the terms of the Master Agreement.

**"Permitted Encumbrance"** means:

- (a) prior to the date of the Deed of Release any Existing Encumbrances;
- (b) any Encumbrance over or affecting (i) any asset acquired by a member of the Group after the date of the Debenture and subject to which such asset is acquired or (ii) any asset of any company which becomes a member of the Group after the date of the Debenture, where such Encumbrance is created prior to the date on which such company becomes a member of the Group, **provided that**, in any case,
  - (i) such Encumbrance was not created in contemplation of the acquisition of such asset by a member of the Group or the acquisition of such company;
  - (ii) the amount thereby secured has not been increased in contemplation of, or since the date of, the acquisition of such asset by a member of the Group or the acquisition of such company; and
  - (iii) such Encumbrance is removed or discharged within six months of the date of acquisition of such asset or such company becoming a member of the Group;

- (c) any netting or set-off arrangement entered into by any member of the Group in the normal course of its banking arrangements with any clearing bank for the purpose of netting debit and credit balances on bank accounts of members of the Group operated on a net balance basis;
- (d) any netting or set-off arrangement under a Hedging Agreement where the obligations of other parties thereunder are calculated by reference to net exposure thereunder (but not any netting or set-off relating to such Hedging Agreement in respect of cash collateral or any other Encumbrance except as otherwise permitted under the Master Agreement);
- (e) any title transfer or retention of title arrangement entered into by any member of the Group in the normal course of its trading activities on the counterparty's standard or usual terms;
- (f) any lien arising by operation of law and in the normal course of business;
- (g) any Encumbrance arising under or evidenced by a Security Document;
- (h) any Encumbrance arising under or evidenced by the Loan Note Security Document;
- (i) any Encumbrance created in connection with court proceedings for the purpose of giving security in respect of claims against any member of the Group in respect of indebtedness not exceeding £200,000 (or its equivalent);
- (j) any lien over goods and documents of title to goods arising in the ordinary course of documentary credit transactions entered into in the ordinary course of trade; and
- (k) any Encumbrance arising in connection with provision of cash collateral in respect of the Guarantee Facility Agreement.

**"Permitted Treasury Transactions"** means:

- (a) the Treasury Transactions entered into in accordance with Clause 14.30 (*Hedging*) of the Master Agreement; and
- (b) any interest rate cap entered into by any Obligor in connection with protection against fluctuations in interest rates.

**"Properties"** means any freehold, leasehold or unmoveable property owned by any member of the Group and any buildings, fixtures, fittings, fixed plant and machinery from time to time situated on or forming part of such freehold or leasehold property.

**"Purchaser"** means Barclays Bank PLC.

**"Real Property"** means:

- (a) any freehold, heritable, leasehold or unmoveable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and the real property more particularly described in Parts A, B, C and D of Schedule 4 (*Details of Real Property*) to this Form 395.

**"Receivables Agreement"** means the receivables agreement between the Purchaser and the Vendors in the form of Exhibit 2 of the Master Agreement.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

**"Related Rights"** means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties (including any collateral warranties from any professional, contractor, sub-contractor or other person or entity providing services to the Chargor), remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

**"Sales Ledger Financing Agreement"** means the sales ledger financing agreement between the Purchaser, the Administrator and the Vendors in the form of Exhibit 1 of the Master Agreement.

**"Scottish Property"** means the heritable or leasehold property situated in Scotland and more particularly described in Part C of Schedule 4 to this Form 395.

**"Scottish Security Documents"** means any standard security entered into by an Obligor in relation to any Property situated in Scotland in substantially the same form as set out in Schedule 5 (*Form of Standard Security*) to the Debenture.

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent) covenanted to be discharged by the Chargor as set out in Schedule 2 of this Form 395.

**"Secured Parties"** means the Security Trustee, the Agent, the Arrangers, the Administrator, any Receiver, the Purchaser, the Ancillary Bank and each Participant from time to time party to the Master Agreement.

**"Security Documents"** means each debenture granted by each Obligor in favour of the Security Trustee from time to time together with any other document entered into by any member of the Group creating or evidencing an Encumbrance for all or any part of the obligations of the Obligors or any of them under any of the Finance Documents (including but not limited to the Scottish Security Documents and the Northern Irish Security Documents).

**"Shares"** means all of the shares held by, or to the order or on behalf of the Chargor from time to time including the shares specified in Schedule 5 (*Shares*) to this Form 395.



**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights where the value of each item or right is in excess of £1,000 (or its equivalent).

**"Target"** means Palmer & Harvey McLane (Holdings) Limited (company no. 02274812).

**"Target Group"** means the Target and its subsidiaries.

**"Vendor"** means each of Palmer & Harvey McLane Limited and Winerite Limited.

**SCHEDULE 2**  
**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

The Chargor has covenanted with the Security Trustee as trustee for the Secured Parties that it shall on demand of the Security Trustee in accordance with the terms of the Finance Documents discharge all obligations which the Chargor or any member of the Group (including, without limitation any Vendor) may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents including any liability, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) in accordance with the terms of the Finance Documents and the Chargor shall pay to or to the order of the Security Trustee when due and payable every sum at any time owing, due or incurred by the Chargor or any other member of the Group (including, without limitation any Vendor) to or to the order of the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities.

**SCHEDULE 3**  
**SHORT PARTICULARS OF THE PROPERTY CHARGED**

**FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

**1. Fixed Charges**

The Chargor has charged with full title guarantee (and in respect of assets governed by Scots law with absolute warrandice) in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge and legal mortgage all the Chargor's right, title and interest from time to time in and to each of the following assets:

- (a) the Real Property other than the Scottish Property and the Northern Irish Property;
- (b) the Tangible Moveable Property;
- (c) the Intellectual Property;
- (d) any goodwill and rights in relation to the uncalled capital of the Chargor;
- (e) all Monetary Claims (other than any claims which are otherwise subject to an assignment (at law or in equity) pursuant to the Debenture) and all Related Rights;
- (f) all Accounts and all rights and claims in relation to any Account;
- (g) the Investments; and
- (h) the Shares, all dividends, interest and other monies payable in respect of shares and all other Related Rights (whether derived by way of redemption, bonus, preference option, substitution, conversion or otherwise).

**2. Assignments**

The Chargor has assigned by way of security with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations the Chargor's right, title and interest from time to time in and to each of the following assets:

- (a) the proceeds of any Insurance Policy and all Related Rights; and
- (b) all rights and claims in relation to any Assigned Account.

**3. Floating Charge**

The Chargor has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge (i) the whole of the Chargor's undertaking

and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, and (ii) the whole of the Chargor's undertaking and assets, present and future situated in or otherwise governed by Scots law, in each case in favour of the Security Trustee as security for the Secured Obligations.

#### **FURTHER ASSURANCE**

The Debenture contains covenants for further assurance.

#### **NEGATIVE PLEDGE**

The Chargor has undertaken that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Encumbrance over all or any part of the Charged Property other than a Permitted Encumbrance.

**SCHEDULE 4**  
**REAL PROPERTY**

**Part A**  
**Registered Land**

(Freehold or leasehold property (if any) in England  
and Wales of which a chargor under the Debenture is registered  
as the proprietor at H.M. Land Registry)

Address of Property	Registered Proprietor	Title Numbers
12, 13 and 14 Wimbledon Avenue, Brandon, Suffolk, IP27 0PJ	P & H (1925) Limited	SK187403, SK107565 and SK203514
St. Annes Road, St. Annes Park, Bristol, BS4 4EB	P & H (1925) Limited	AV216062
11 Barnes Wallis Road, Segensworth East, Fareham, Hants, PO15 5TT	P & H (1925) Limited	HP441002
Millfield Lane, Haydock, Merseyside, WA11 9UA	P & H (1925) Limited	MS160903
Mid-Kent Business Park, Sort Mill Road, Snodland, Kent, ME6 5GP	P & H (1925) Limited	K733372
Land at Gelderd Road, Leeds	Winerite Limited	WYK200329, WYK462157, WYK263142, WYK205980, WYK385278, WYK283052 and WYK681090

**Part B**  
**Unregistered Land**

(Freehold or leasehold property (if any) in England and Wales  
title to which is not registered at H.M. Land Registry  
of which a chargor under the Debenture is the owner)

**The freehold/leasehold property known as and comprised in the following title deed(s) or  
other document(s) of title:**

Description	Date	Document	Parties
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**Part C**  
**Scottish Property**

Address of Property	Registered Proprietor	Title Numbers
3.35 acres at Pitreavie, Dunfermline, Fife	P & H (1925) Limited	Unregistered
6.70 acres at Pitreavie Industrial Estate, Dunfermline	P & H (1925) Limited	FFE47757

**Part D**  
**Northern Irish Property**

Address of Property	Registered Proprietor	Title Numbers
1 Trench Road, Hydepark Industrial Estate, Mallusk, Newtownabbey, CountyAntrim	P & H (1925) Limited	AN239L County Antrim

# **SCHEDULE 5**

## **SHARES**

<b>Name of Chargor</b>	<b>Description and Number of Shares Held</b>
Palmer & Harvey (Holdings) PLC (formerly Firstvenus plc)	1. 2000 ordinary shares of £1 each in P&H (2002) Limited (formerly Praisedevice Limited)  4. 250 'A' ordinary shares of £1 each Buildtrue Limited
P&H (2002) Limited (formerly Praisedevice Limited)	2. 100% of Palmer & Harvey McLane (Holdings) Limited  5. 750 'B' ordinary shares of £1 each in Buildtrue Limited
Palmer & Harvey McLane (Holdings) Limited	3. 99 ordinary shares of £1 each in P&H Direct Limited  4. 9,999 ordinary shares of £1 each in Palmer & Harvey McLane Limited  6. 23,405 ordinary shares of £1 each in P&H (1925) Limited  7. 99 ordinary shares of £1 each in P&H Retail Services Limited
P&H Direct Limited	1 ordinary share of £1 in P&H Snacksdirect Limited
Palmer & Harvey McLane Limited	5. 296,940 ordinary shares of £1 each in Liquor Leaders Limited (formerly Wineways Limited)  8. 5,000,000 ordinary shares of £1 each in Winerite Limited  9. 25,050 ordinary shares of £1 each in Craven Supply Limited
P&H Retail Services Limited	100 ordinary shares of £1 each and 400 A ordinary shares of £1 each in YP Electronics Limited

# **SCHEDULE 6**

## **ACCOUNTS**

<b>Bank Name</b>	<b>Sort Code</b>	<b>Chargor</b>	<b>Account Name</b>	<b>Account Number</b>
Bank of Scotland	80-06-66	Palmer & Harvey McLane Limited	PHM	0065 5766
	12-01-03	P & H Snacksdirect Limited	Snacksdirect	0062 2725
	12-01-03	Palmer & Harvey McLane Limited	PHM/Snacksdirect	0062 2717
Northern Rock/ Northern Bank Limited	95-03-73	Palmer & Harvey McLane Limited	PHM	81021540
Girobank plc	72-00-00	Palmer & Harvey McLane Limited	PHM	103 8788
	72-00-00	P & H Snacksdirect Limited	Snacksdirect	197 0208
	72-00-00	Winerite Limited	Winerite	607 2437
Barclays Bank PLC	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	4053 6857
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	7009 1286
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	9009 1324
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	2009 1022
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	1009 1081
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	2009 0727



	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	1009 0786
	20-44-86	P&H (2002) Ltd	P&H (2002) Ltd	2038 4658
	20-44-86	Palmer & Harvey (Holdings) plc (Firstvenus)	Firstvenus plc	0097 3041
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	8009 1235
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	8009 0344
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	3009 0980
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	6066 3441
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	9051 6627
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	6091 8415
	20-44-86	Palmer & Harvey McLane Limited	P&H	8009 2274
	20-44-86	Palmer & Harvey McLane Limited	P&H	1009 2576
	20-44-86	Palmer & Harvey McLane Limited	P&H	1009 2592
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	5009 2320
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	9009 2371
	20-44-86	Palmer & Harvey McLane Limited	P&H	8009 2282
	20-44-86	Palmer & Harvey McLane Limited	P&H	0009 2347

	20-44-86	Palmer & Harvey McLane Limited	P&H	9009 2355
	20-44-86	Palmer & Harvey McLane Limited	P&H	4009 2398
	20-44-86	Barclays Bank Re Palmer & Harvey McLane Limited	P&H	0054 5112
	20-44-86	Palmer & Harvey McLane Limited	P&H - Euro	5675 6911
	20-44-86	Palmer & Harvey McLane Limited	P&H	7009 0239
	20-44-86	Palmer & Harvey McLane Limited	P&H	6009 0751
	20-44-86	Palmer & Harvey McLane Limited	P&H	7009 2037
	20-44-86	Palmer & Harvey McLane Limited		3009 2002
	20-44-86	Palmer & Harvey McLane Limited	P&H Brandsdirect	5083 3673
	20-44-86	Palmer & Harvey McLane Limited	P&H Brandsdirect	7024 3671
	20-44-86	Palmer & Harvey McLane (Holdings) Limited	P&H Holdings	8015 8372
	20-44-86	Palmer & Harvey McLane (Holdings) Limited	P&H Holdings	8009 2258
	20-44-86	P & H (1925) Limited	P&H (1925)	2009 2657
	20-44-86	P & H (1925) Limited	P&H (1925)	4009 2711
	20-44-86	Barclays Bank Re Winerite Limited	Winerite	3089 2351
	20-44-86	Wineways Ltd	Wineways	2071 5638
	20-44-86	Craven Supply Limited	Craven Supply	0004 5691
	20-44-86	YP Electronics Limited	YP Electronics	9040 5086

	20-44-86	P & H Snacksdirect Limited	P&H Snacksdirect	9087 6518
	20-44-86	P & H Snacksdirect Limited	P&H Snacksdirect	8006 0917
	20-44-86	Palmer & Harvey McLane Limited	P&H Consolidated	6009 0298
	20-44-86	Palmer & Harvey McLane (Holdings) Limited	P&H Holdings Consolidated	8009 2126
	20-44-86	Palmer & Harvey McLane Limited	P&H Euro	5967 0911
Yorkshire Bank plc	05-01-21	Winerite Limited	Winerite	4425 101102-504
Barclays Bank PLC	20-44-86	P & H (1925) Limited	P&H (1925) Consolidated	3009 2754
Barclays Bank PLC	20-44-86	P & H Snacksdirect Limited	P&H Snacksdirect Consolidated	3070 6973

Accounts below are the new operating accounts arising from the transfer of existing accounts to trust status

	20-44-86	Palmer & Harvey McLane Limited	P&H	7041 5758
	20-44-86	Palmer & Harvey McLane Limited	P&H	4064 0352
	20-44-86	Palmer & Harvey McLane Limited	P&H	7094 4351
	20-44-86	Palmer & Harvey McLane Limited	P&H	1043 2350
	20-44-86	Palmer & Harvey McLane Limited	P&H	5030 2554
	20-44-86	Palmer & Harvey McLane Limited	P&H	9062 8158
	20-44-86	Palmer & Harvey McLane Limited	P&H	9044 1651

	20-44-86	Palmer & Harvey McLane Limited	P&H	8074 6754
	20-44-86	Palmer & Harvey McLane Limited	P&H	4037 7856
	20-44-86	Palmer & Harvey McLane Limited	P&H	6072 8152
	20-44-86	Palmer & Harvey McLane Limited	P&H	7021 5554
	20-44-86	Palmer & Harvey McLane Limited	P&H	3054 8359
	20-44-86	Palmer & Harvey McLane Limited	P&H	5016 5654
	20-44-86	Winerite Limited	Winerite	9079 8134

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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. 04236932

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 7th FEBRUARY 2002 AND CREATED BY P&H (2002) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (THE "CHARGOR") OR ANY MEMBER OF THE GROUP TO BARCLAYS BANK PLC, LONDON, AS SECURITY TRUSTEE 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 13th FEBRUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th FEBRUARY 2002.

LC  
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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —