

M**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

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To the Registrar of Companies

For Official Use

Company Number

		2
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5592910

Name of company

*Insert full name of
company

Hamsard 2961 Limited ("Company")

Date of creation of the charge

6th January 2006

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

Client Fixed and Floating Charge ("Charge") made between (1) the Company and (2) Euro Sales Finance Plc ("Security Holder", which expression includes its officers, agents and representatives where the context permits).

Amount secured by the mortgage or charge

All the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to the Security Holder in any manner and for any reason on any account ("Secured Monies").

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

Euro Sales Finance Plc (company number 3038707)
Smith House, PO Box 343
Elmwood Avenue
Feltham
Middlesex TW13 7WH

Presenter's name, address and reference (if any):

Euro Sales Finance plc
3rd Floor
2 Whitehall Quay
Leeds
LS1 4HR

Ref:

Time critical reference

For Official Use
Mortgage section

Post Room



Short particulars of all the property mortgaged or charged

As security for the payment of the Secured Monies, the Company with full title guarantee now gives the following mortgages and charges in favour of the Security Holder, namely:

- 1 a **fixed charge** by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H.M. Land Registry (as listed in schedule 3 of the Charge and attached to this form (if any));
- 2 a **fixed charge** on all of the following assets, whether now or in future belonging to the Company:
 - (i) the freehold and leasehold properties of the Company not effectively mortgaged under paragraph 1 including such as may hereafter be acquired;
 - (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to any property owned or acquired by the Company at any time including any listed in schedule 5 of the Charge as attached to this form, and, in each case, all spare parts, replacements, modifications and additions for or to the same.
 - (iii) all goodwill, unpaid and/or uncalled capital of the Company;
 - (iv) all the Company's intellectual property of any nature;
 - (v) all the Company's stocks, shares, bonds and securities of any kind whatsoever and all their related rights;

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

On behalf of mortgagee/chargee

Date

23/1/06

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, e.g. "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)

Please complete
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bold block lettering

Company Number

5592910

Name of company

*Insert full name of
company

Hamsard 2961 Limited

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

Amount due or owing on the mortgage or charge (continued)

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

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or bold block
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Continued

- (vi) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any subsidiary of the Company or a member of the Company's group;
- (vii) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986;
- (viii) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Holder;
- (ix) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
- (x) all monies in certain bank accounts in accordance with the Charge and remittances into certain bank accounts;
- (xi) any account in the name of the Company under the control of or operated in accordance with the directions of the Security Holder;
- (xii) all the Company's Non-Vesting Debts (as defined below), present and future;
- (xiii) all the Company's ancillary and related rights present and future, to the Non-Vesting Debts;

3. by way of **floating charge** all other property, assets and rights of the Company whatsoever and wheresoever; both present and future, including any referred to above if and insofar as the charges referred to shall for any reason be ineffective as fixed charges,

(All assets referred to as being subject to a mortgage or a fixed or floating charge above being "Mortgaged Property").

Note 1.

4 The Company agrees with the Security Holder that whilst the security exists, it:

- 4.1 will deal with the Non-Vesting Debts and their ancillary and related rights as if they had been purchased by the Security Holder from the Company and in particular will not deal with the same or bank any proceeds (of whatever form) in respect of them except as previously agreed with the Security Holder;
- 4.2 will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges created in the Charge, except by way of sale at full value in the ordinary course of its business now being carried on;
- 4.3 will not sell, transfer, lease, license or dispose of the Mortgaged Property subject to the fixed charges created except as previously agreed with the Security Holder;
- 4.4 will not charge, sell, discount, factor, dispose of or, except in accordance with the Charge, otherwise deal with its Non-Vesting Debts or other Debts (as defined below) unless it has the prior written consent of the Security Holder;
- 4.5 will not exercise any powers of leasing or accepting surrenders of leases, do or allow anything to be done on the Company's freehold or leasehold property which shall be treated as a development or a change of use within the meaning of the Town and Country Planning Acts or permit any person to become entitled to any proprietary right or interest which might affect the value of the Mortgaged Property subject to the fixed charges, in each case without the prior written consent of the Security Holder.

Note 2

The Charge contains a power of attorney in favour of the Security Holder.

Note 3

The Security Holder may appoint more than one person to act as a receiver, manager, receiver and manager or administrative receiver.

Definitions

"Debts" All sums due and owing to the Company (or accruing due and owing) whether or not on account of its trading, both present and future.

"Non-Vesting Debts" All or any Debts purported to be purchased by the Security Holder from the Company at any time but which either (i) fail to vest absolutely and effectively in the Security Holder for any reason, together with the ancillary and related rights to such Debts or (ii) are found to vest in the Security Holder by way of security.

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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. 05592910

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 6th JANUARY 2006 AND CREATED BY COUNTRY FOODS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY FORMERLY KNOWN AS HAMSARD 2961 LIMITED TO EURO SALES FINANCE PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th JANUARY 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —