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CHFP025

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

106749139

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

[115]

03380926

Name of company

* Vitaflo (International) Limited (the "Chargor")

Date of creation of the charge

24 May 2008

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or surety or in any other capacity whatsoever) of any Obligor to the Lender (and whether originally owing to the Lender or purchased or acquired by the Lender), except for any obligation or liability which, if it were so included, would result in the Debenture contravening any law (including without limitation section 151 of the Companies Act 1985) (the "Secured Obligations").

Please see part 2 of the Continuation sheet for definitions.

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

Clydesdale Bank PLC (registered number NF002591) having its registered office at 30 St Vincent Place, Glasgow (the "Lender")

Postcode G1 2HL

Presentor's name address and reference (if any)

MacLay Murray & Spens LLP
One London Wall
London
EC2Y 5AB

SZA/CLM/CLY/35/162

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



A20

A0ULB099

03/06/2008

63

COMPANIES HOUSE

Please see part 1 of the Continuation sheet.

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

N11

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

Notes

- † delete as appropriate

Continuation sheet

To the Registrar of Companies

Name of company

Company number

Vitaflo (International) Limited
(the "Chargor")

03380926

Part 1

Short Particulars of all the property charged

1 GENERAL

1.1 Under the Debenture, the Chargor, as principal debtor and not just as surety, covenants with the Lender to pay, discharge and satisfy the Secured Obligations when the same become due in terms of the Finance Documents whether by acceleration or otherwise.

1.2 All security created under the Debenture

1.2.1 is created in favour of the Lender;

1.2.2 is created over present and future assets of the Chargor,

1.2.3 is security for the payment of all the Secured Obligations, and

1.2.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

2 FIXED CHARGES

To the extent not validly and effectively assigned pursuant to Clause 3.5 (*Assignment by way of Security*) of the Debenture (as set out in paragraph 3 below), under the Debenture the Chargor charges by way of first fixed charge

2.1 all estates or interests in any Real Property now or hereafter belonging to it,

2.2 all its rights under any agreement relating to the purchase of any freehold or leasehold property,

2.3 all its rights under any occupational lease, licence or other right of occupation;

2.4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession,

- 2 5 all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts,
- 2 6 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing,
- 2 7 all its rights under any interest rate hedging arrangements,
- 2 8 its goodwill;
- 2 9 its uncalled capital;
- 2.10 all its right, title and interest in any Investment including all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment;
- 2 11 all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest,
- 2.12 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in Clause 3 of the Debenture (*Creation of Security*) (paragraph 1 above) and the right to recover and receive all compensation which may be payable to it in respect of them, and
- 2.13 any beneficial interest, claim or entitlement it has to any assets of any pension fund

3 **ASSIGNMENT BY WAY OF SECURITY**

To the extent not validly and effectively charged by way of first fixed charge pursuant to Clause 3 3 (*Fixed charges*) of the Debenture (as set out in paragraph 2 above), under the Debenture, the Chargor assigns and agrees by way of security to assign absolutely all of its right, title and interest in.

- 3 1 the benefit of any agreement to which it is party, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it; and
- 3.2 all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies

4 **FLOATING CHARGE**

Under the Debenture, the Chargor charges by way of first floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively charged or assigned pursuant to the provisions of the Debenture or, in relation to assets

situated in Scotland, whether or not the same are effectively charged pursuant to the provisions of Clause 3.6 (*Floating Charge*) of the Debenture

5. CONTINUING SECURITY

5 1 The Chargor and the Lender have agreed in the Debenture that the security from time to time created by the Debenture is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Lender

5 2 The Chargor and the Lender have also agreed in the Debenture that no part of the security from time to time created by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

6. ADDITIONAL SECURITY

The Chargor and the Lender have agreed in the Debenture that the Debenture shall be without prejudice and in addition to any other security which may at any time be held by the Lender from the Chargor or any other person in respect of the whole or any part of the Secured Obligations and may be enforced independently of any such other security

7 FURTHER ASSURANCE

7 1 Under the Debenture, the Chargor has agreed that it will promptly do all such acts and execute all such documents as the Lender may reasonably specify (and in such form as the Lender may reasonably require) to

7 1 1 perfect or enhance the security created or intended to be created by the Debenture (which may include the execution by the Chargor of a mortgage, charge, assignment or other form of fixed security over all or any of the Charged Assets) or for the exercise of the rights, powers and remedies of the Lender or any Receiver provided by or pursuant to the Debenture or by law,

7 1 2 confer on the Lender security over any property or assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture, and/or

7 1 3 after the security created by the Debenture has become enforceable pursuant to Clause 11 (*When security becomes enforceable*) of the Debenture facilitate the realisation of the Charged Assets.

7 2 Under the Debenture, the Chargor has also agreed that its obligations under Clause 5 4 of the Debenture (*Further assurance*) are in addition to and not in substitution for the covenants for further

assurance deemed to be included in the Debenture by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

8 SET OFF

Under the Debenture the Chargor has agreed that, the Lender may set-off any matured obligation due from the Chargor under the Finance Documents against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

9 RESTRICTIONS ON DEALINGS

Save as expressly permitted by the terms of any other Finance Documents, under the Debenture, the Chargor has undertaken that it will not create or permit to subsist any Encumbrance on any part of the Charged Assets or, otherwise than in the ordinary course of trading, dispose of or otherwise deal with any part of the Charged Assets.

Part 2

In the interpretation of this form 395

“Borrower” means Broomco (4152) Limited (registered number 6589394) having its registered office at 11 Century Building, Tower Street, Brunswick Business Park, Liverpool Merseyside L3 4BJ

“Charged Assets” means the assets, rights and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Lender by or pursuant to the Debenture.

“Encumbrance” means any standard security, mortgage, charge, assignation, pledge, lien or other security right whatsoever

“Finance Document” means any agreement or letter from time to time setting out the terms of or constituting the Secured Obligations together with

- (a) any guarantee; and
- (b) any document creating or conferring any Encumbrance,

which is in either case granted by any person in favour of the Lender in respect of the Secured Obligations

“Insurance Policy”	means any policy of insurance or assurance in which the Chargor may at any time have an interest
“Intellectual Property Rights”	<p>means</p> <p>(a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not, and</p> <p>(b) the benefit of all applications for and rights to use any such assets</p>
“Investments”	means all shares and stock in the capital of any company debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Chargor or in which the Chargor has an interest together in all cases with all Related Rights.
“Obligor”	means any party to a Finance Document other than the Lender.
“Real Property”	means present or future freehold or leasehold property in which the Chargor has an interest and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants
“Receiver”	means a receiver or receiver and manager or an administrative receiver of the whole or any part of the Charged Assets, which term will include joint receivers and any substitute receiver, receiver and manager or administrative receiver whether appointed under the Debenture or pursuant to the statute

“Related Rights”

means, in relation to any Investments, all rights derived from those Investments including rights to dividends, interest and other distributions paid or payable after the date of the Debenture on all or any of those Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Investments or in substitution or exchange for all or any of the Investments

Any words in the singular in this form 395 shall impart the plural and *vice versa*.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3380926
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 MAY 2008
AND CREATED BY VITAFLO (INTERNATIONAL) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
OBLIGOR TO CLYDESDALE BANK PLC 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 3
JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES