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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

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Particulars of a mortgage or charge

395

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



02032494

Name of company

* Aspoll Cyder Limited (the "Company")

Date of creation of the charge

9 September 2008

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

Charge of Agreements made between the Chargors (comprising the Company and others and as more particularly defined herein) and Barclays Bank PLC (the "Charge")

Amount secured by the mortgage or charge

All monies and liabilities from time to time due owing or incurred by the Chargors to the Bank on any account whatsoever whether actual or contingent and in whatever capacity and whether solely or jointly with any other person or body or guarantor (the "Liabilities")

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

Barclays Bank PLC of Level 6, 1 Churchill Place, London (the "Bank")

Postcode E14 5HP

Presenter's name address and
reference (if any)

Eversheds LLP
115 Colmore Row
Birmingham
B3 3AL

bir_corp/1308738/1

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



A48

18/09/2008
COMPANIES HOUSE

146

Short particulars of all the property mortgaged or charged

- 1 1 The Chargors charge to the Bank with full title guarantee by way of first fixed charge and as continuing security for the payment and discharge of the Liabilities the following
- 1 1.1 all the benefit of the Chargors' interests in the Agreements, and
- 1 1.2 all rights titles benefits and interests of the Chargors whatsoever present and future whether proprietary contractual or otherwise arising out of or connected with or relating to the Agreements including without limitation all claims for damages in respect of any breach thereof.
- 1 2 The Charge shall rank as a first charge.
- 1 3 The Charge shall be additional to any other security in favour of the Bank created on the date of the Charge or at any time in the future which shall remain in full force and effect and shall in no way be modified or amended by the Charge
- continued

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Truistead LLP

Date 18 September 2008

On behalf of ~~Truistead LLP~~ [mortgagee/chargee] † Barclays Bank PLC

A fee 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 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**

Name of company

*insert full name
of Company

* Aspoll Cyder Limited (the "Company")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- 1 4 The Chargors will, at any time after any Event of Default shall have occurred, and if called upon by the Bank to do so, at its own expense forthwith assign and execute an assignment (in such form as the Bank may require) of the Agreements
- 1 5 Notwithstanding the charge of the benefit of the Agreements to the Bank, the Chargors shall be entitled to exercise all of the rights, powers, authorities and other benefits conferred on the Chargors by the Agreements but such entitlement shall (unless the Bank otherwise agrees in writing with the Chargors) automatically terminate forthwith after any Event of Default shall have occurred
- 1 6 The Bank shall at the request and cost of the Chargors re-assign the Agreements and discharge this Charge if all of the Liabilities shall have been repaid
- 1 7 For the avoidance of doubt, any re-assignment of the Agreements or release of the Chargors from all or any of their obligations under the Charge, or discharge by the Bank of the Charge, shall be entirely without prejudice to the Bank's right under any existing or future agreements whatsoever between the Bank and the Chargors save to the extent that the Chargors is expressly released from such other agreements.

Definitions

"Agreements" means a farm business tenancy agreement dated 27 November 2003 made between (1) the Landlord and (2) the Chargors in relation to the Orchards at Aspoll, Suffolk and a farm business tenancy agreement dated 7 June 2004 made between (1) the Landlord and (2) the Chargors in relation to a field at Aspoll, Suffolk, in each case including any variation, amendment or extension thereof and any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of that agreement and reference to the "Agreements" or "Agreement" shall be construed accordingly,

"Chargors" means John Marjoribanks Chevallier Guild, Jennifer Isobel Chevallier Guild, John Barrington Chevallier Guild, Henry Chevallier Guild and the Company trading as Aspolls,

Company number

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"Event of Default" means any event referred to in Clause 11 of the Charge,

"Landlord" means John Marjoribanks Chevallier Guild and Jennifer Isobel Chevallier Guild



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2032494
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OF AGREEMENTS
DATED 9 SEPTEMBER 2008 AND CREATED BY ASPALL CYDER
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18
SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 SEPTEMBER
2008

P/O 211



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES