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COMPANIES FORM No 395

395

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Particulars of a mortgage or charge

CHFP078 **A fee of £13.00 is payable to Companies House in respect of each register entry for a mortgage or charge**

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

*insert full name of Company

	For official use	Company Number
To the Registrar of Companies **(Address overleaf - Note 6)**	1 13	02745791

Name of company

✓ ***Fairoak Timber Products Limited**

Date or creation of the charge

✓ 24 February 2009.

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

5 **Debenture**

Amount secured by the mortgage or charge

4 **All money and liabilities whatever, whenever and howsoever incurred by the Company whether now or in the future.**

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

✓ **HSBC Bank plc, whose registered office is at 8 Canada Square, in the City of London.**

Postcode E14 5HQ

Presentor's name address and reference (if any): HSBC Bank plc, Securities Processing Centre PO Box 3924 79 Hoyle Street Sheffield S1 9BD DX 712350 Sheffield 19

For official Use
Mortgage Section

Post Room

FRIDAY

AS7A87QO
A29 27/02/2009 406
COMPANIES HOUSE

Time critical reference

Bank Ref: SC8543361621H

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Short particulars of all the property mortgaged or charged

Please do not write in this margin

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

Legal Mortgage on all freehold (including commonhold) and leasehold land now vested in the Company together with all building fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule to the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture; and

First Fixed Charge on the chattels (including all additions and improvements to, and replacement of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture; and

First Fixed Charge on:-

(i) All the present and future right, title and interest of the Company in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it.

(ii) All chattels now or at any time afterwards belonging to the Company. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by this Debenture.

(iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company.

(iv) All book debts and other debts and monetary claims and any rents, licences fees or other payments due from any lessee, licensee or occupier of any immovable property (wherever situated) now or at any time afterwards due owing to or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below.

(v) Any credit balance on any account of the Company with the Bank.

(vi) Any credit balance on any account of the Company with any bank (other than the Bank) or other person.

(vii) All goodwill and uncalled capital for the time being of the Company.

(viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition, all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company, and all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule below, collectively called the "securities").

(ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule below, collectively called the "intellectual property").

(x) All policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned in clause 8 (a) below).

(xi) All rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction.

(xii) The benefit of all agreements for the provision by the Company to any person or any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company.

(xiii) The proceeds of sale of any property mentioned above.

Floating Charge on all the undertaking of the Company and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by this Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

Particulars as to commission allowance or discount (note 3)

A fee of £13.00 is payable to Companies House in respect of each register entry for a mortgage or charge (see Note 5)

Signed [signature] Date 24-02-2009

On behalf of Fairoak Timber Products Limited(mortgagee/chargee)+

+ 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 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 submited.

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 produce 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 Form LLP395 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 CF14 3UZ

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2745791
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 24 FEBRUARY 2009 AND CREATED BY FAIROAK TIMBER PRODUCTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27 FEBRUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MARCH 2009

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES