

MG01

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IRIS
LASERFORM

Particulars of a mortgage or charge

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

What this form is NOT for
You cannot use this
particulars of a charge
company To do this
form MG01s

SATURDAY



A28 *AM5Z3KL8* 15
05/06/2010
COMPANIES HOUSE

ase
uk

1 Company details For official use

Company number 0 6 0 7 7 2 2 3

Company name in full China Food Company plc (the "**Borrower**")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d1 d7 m0 m5 y2 y0 y1 y0

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture (the "**Debenture**") dated 17 May 2010 made by the Borrower in favour of Albany Capital Group Limited (the "**Principal Lender**")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future monies, obligations and liabilities owed by the Borrower to the Lenders, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Instrument or the Debenture (including, without limitation, those arising under clause 12.3 of the Debenture) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities (the "**Secured Liabilities**")

Please see continuation page for definitions

Continuation page
Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Continuation page Please use a continuation page if you need to enter more details
Name	Albany Capital Group Limited	
Address	Clifton House, 75 Fort Street, PO Box 1350 Grand Cayman KYI-1108, Cayman Islands	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name		
Address		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>Pursuant to clause 3.1 of the Debenture, as a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee</p> <p>(a) charges to the Principal Lender, by way of mortgage, all the Properties listed in Schedule 1 of the Debenture, save as provided in clause 3 2 of the Debenture,</p> <p>(b) charges to the Principal Lender, by way of fixed charge (save as provided in clause 3 2 of the Debenture)</p> <p>(i) all Properties acquired by the Borrower in the future, (ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of clause 3 in or over freehold or leasehold property, (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, (iv) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them, (v) all present and future goodwill and uncalled capital for the time being of the Borrower, and (vi) all Equipment, and</p> <p>(c) charges to the Principal Lender, by way of floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1(a) and 3.1(b) above, save as provided in clause 3 2 of the Debenture</p> <p>Please see continuation pages</p>	

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Alpation.* X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Alexa How

Company name Stephenson Harwood

Address One St Paul's Churchyard

Post town London

County/Region

Postcode E C 4 M 8 S H

Country United Kingdom

DX DX 64 Chancery Lane

Telephone (44) (0) 207 806 2636

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Definitions

"**Instrument**" means the convertible loan note instrument executed by the Borrower on even date for the issue of loan notes secured by the Debenture

"**Lender**" means an A note Investor as that term is defined in the Instrument

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Pursuant to clause 3.3 of the Debenture, the floating charge created by clause 3.1(c) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if

- (a) the Borrower
 - (i) creates, or attempts to create, over all or any part of the Charged Property an Encumbrance without the prior written consent of the Principal Lender or any trust in favour of another person, or
 - (ii) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business); or
- (b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or
- (c) any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property, or
- (d) the Principal Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower

Pursuant to clause 3.4 of the Debenture, any asset acquired by the Borrower after any crystallisation of the floating charge created under the Debenture which but for such crystallisation would be subject to a floating charge shall (unless the Principal Lender confirms in writing to the contrary) be charged to the Principal Lender by way of first fixed charge.

Pursuant to clause 1, schedule 3 of the Debenture,

The Borrower shall

- (a) carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business, and
- (b) not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Principal Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by the Debenture

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"**Charged Property**" means all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property include references to any part of it)

"**Encumbrance**" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"**Equipment**" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions

"**Properties**" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest whether via a subsidiary or otherwise (including (but not limited to) the properties which are briefly described below) and "**Property**" means any of them

Owner / Proprietor	Address	Nature of Interest
Fuss Feed Weifang Co Limited	North west corner of plaza Between No 1 sub-main street and No. 2 submain street	Land Use Rights
Fuss Feed Weifang Co Limited	High-tech zone, west to No 1 submain street and north to No 2 submain street	Buildings
Shandong Fu Rich Co Limited	49 Cangnan Street, Weicheng District, Weifang, Shandong, PRC	Land Use Rights
Shandong Fu Rich Co Limited	Lot 1 to 18, No 49 Cangnan Street, Weicheng District Weifang Shandong PRC	Buildings

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars	Owner / Proprietor	Address	Nature of Interest
	Shandong Fuss Biotech Co Limited	Lot 1301017, Daotian Town, Shou Guang City, Shandong, PRC	Land Use Rights
	Shandong Fuss Biotech Co Limited	Lot 1301016, Daotian Town, Shou Guang City, Shandong, PRC	Land Use Rights
	Shandong Fuss Biotech Co Limited	Lot 1602016, Daotian Town, Shou Guang City, Shandong, PRC	Land Use Rights
	Shandong Fuss Biotech Co Limited	Lot 2009001556, Daotian Town, Shou Guang City, Shandong, PRC	Buildings
	Shandong Fuss Biotech Co Limited	Lot 2009001558, Daotian Town, Shou Guang City, Shandong, PRC	Buildings
	Shandong Fuss Biotech Co Limited	Lot 2009001560 to 20090011567, Daotian Town, Shou Guang City, Shandong, PRC	Buildings
	Shandong Fuss Biotech Co Limited	Lot 2009001569 to 20090011571, Daotian Town, Shou Guang City, Shandong, PRC	Buildings
	Shandong Fuss Biotech Co Limited	Lot 20090011573 to 20090011578, Daotian Town, Shou Guang City, Shandong, PRC	Buildings

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Particulars of a mortgage or charge

6 **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

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FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 6077223

CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE EXECUTED OUTSIDE
THE UNITED KINGDOM OVER PROPERTY SITUATE THERE
DATED 17 MAY 2010 AND CREATED BY CHINA FOOD
COMPANY PLC FOR SECURING ALL MONIES, OBLIGATIONS
AND LIABILITIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ALBANY CAPITAL GROUP LIMITED UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
5 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2010



Companies House
for the record

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES