



Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this marginPlease complete
loans, preferably
in black type or
bold block
lettering*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

* AMSPROP LIMITED ("the Company")

01873323

Date of creation of the charge

10 FEB 1993

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

Single Debenture ("the Debenture")

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent which then were or at any time thereafter might be due owing or incurred by the Company to Alan Michael Sugar ("Mr Sugar") or for which the Company might be or become liable to Mr Sugar on any current or other account or in any manner whatever (and whether alone or jointly with any other person in whatever style or name and whether as principal or surety) together with, unless otherwise agreed, interest to the date of payment commission banking charges and any legal or other costs charges and expenses incurred by Mr Sugar in relation to the Debenture or in enforcing the security thereby created, and a reasonable fee for any work undertaken by Mr Sugar in relation to such enforcement.

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

Alan Michael Sugar

"Bramstons" Roding Lane

Chigwell Essex

Postcode IG7 6BE

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

12/2
H. MONTLAKE & CO
197 HIGH ROAD
ILFORD ESSEX
IG1 1LX (DX 8907 ILFORD)
B/LT/24329/A

For official use
Mortgage section

REGISTERED

11 FEB 1993

Post room

COMPANIES HOUSE

11 FEB 1993

Time critical reference

Short particulars of all the property mortgaged or charged

First: The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties specified in the Schedule to the Debenture and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) in or over land or the proceeds of sale thereof of whatever description both present and future and all the right, title and interest of the Company in any such plant and machinery from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.

Secondly: All book debts both present and future due or owing to the Company (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date 10-2-1993

On behalf of [company] ~~[mortgage charges]~~

COLIN SANDY

*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 situated 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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition
5.89 F8728

5010503

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company number

01873323

Name of company

AMSPROP LIMITED

Limited*

*delete if
inappropriate

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

--

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

Please do not
write in this
blinding margin →

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

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

base complete
gibly, preferably. 1 4 1
black type, or
old block lettering

foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights.

Thirdly: All other monetary debts, claims and choses in action both present and future of the Company (and the proceeds thereof) including (without prejudice to the generality of the foregoing):

(i) deposits and credit balances held by the Company with Mr Sugar or any third party from time to time both present and future (including things in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof);

(ii) any amounts owing to the Company by way of rent, licence fee or service charge by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the property charged by the Debenture and any ground rents and rent charges owing to the Company (and, in each case, the proceeds thereof);

(iii) any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);

(iv) the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are Secondly described above; and

(v) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising.

Fourthly:

(i) All agreements now or hereafter entered into by the Company under which the Company has provided or agreed to provide credit (as defined by Section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements now or hereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company (all agreements described in this paragraph (i) being hereinafter referred to as "the Credit Agreements"), including all moneys payable under or in respect of the Credit Agreements and the full benefit of the Credit Agreements;

(ii) All agreements (not being Credit Agreements) now or hereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) now or hereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company (all agreements described in this paragraph (ii) being hereinafter referred to as "the Hiring Agreements") including all moneys payable under or in respect of the Hiring Agreements and the full benefit of the Hiring Agreements;

(iii) The benefit of all rights relating to the Credit Agreements and the Hiring Agreements (hereinafter together called "the Instalment Credit Agreements") including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees;

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 3
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

01873323

Name of company

AMSPROP LIMITED

Limited*

*delete if
inappropriate

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

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

Please do not
write in this
binding margin →

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

to
oly
er
ering

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

This image shows a completely blank white page enclosed within a thick black rectangular frame. There are no markings, text, or illustrations on the page itself. The frame appears to be part of a scanned document or a digital container.

(iv) The Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company; and

(v) The full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto.

Fifthly:

(i) All stocks, shares, securities and other interests which were then or at any time thereafter owned by the Company or in which the Company might otherwise be interested including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any company which was then or might thereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985) of the Company;

(ii) The full benefit of all stocks, shares and securities then or at any time hereafter owned by the Company, which or the certificates of which were then or might at any time thereafter be held by Mr Sugar or his agents or transferred to or registered in the name of Mr Sugar or his agents or their respective nominees;

(iii) All rights in respect of or incidental to the property described at (i) and (ii) above (the property described at (i) to (iii) (inclusive) is referred to as "the Securities"); and

(iv) All stocks, shares, securities, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith (the property described at (i) to (iv) (inclusive) is referred to as "Interests in Securities")

Sixthly: All copyrights, patents, trademarks, servicemarks, brand names, inventions, design rights, know-how and other intellectual property rights whether registered or unregistered and the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom then or at any time thereafter in which the Company is legally, beneficially or otherwise interested.

Seventhly: The goodwill and the uncalled capital of the Company both present and future.

Eighthly: All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) then or at any time thereafter belonging to the Company wherever situated and whether or not affixed to any freehold or leasehold property of the Company.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 4
to Form No 395 and 410 (Scot)

Company number

01873323

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

Name of company

AMSPROP LIMITED

*delete if
inappropriate

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)

Please do not
write in this
binding margin.

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

complete
preferably :
type, or
lock lettering

This image shows a completely blank white page enclosed within a prominent, thick black rectangular frame. There are no markings, text, or illustrations on the page itself. A few small, dark specks are visible, likely due to scanning artifacts or dust on the original paper.

Ninthly: All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreements to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.

Tenthly: The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly described (if and insofar as the charges thereon or on any part or parts thereof contained in the Debenture should for any reason be ineffective as fixed charges).

The security created by the Debenture was expressed, as regards the property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly described, to be fixed first charges (and as regards all those parts of the property First described then vested in the Company was expressed to constitute a charge by way of legal mortgage thereon) and as regards the property Tenthly described was expressed to be a floating charge.

The Company undertook not without the consent in writing of Mr Sugar to:

- (i) sell, assign, license, discount, factor or otherwise dispose of the property thereby charged or any part thereof (other than the property Tenthly described) save in accordance with Sub-clause 9(c) thereof or deal with the same in any way otherwise than in accordance with the said sub-clause;
- (ii) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment way of security, pledge or lien or any other encumbrance or security whatsoever (save a lien arising by operation of law in the ordinary course of business) upon the property thereby charged or any part thereof;
- (iii) transfer, sell or otherwise dispose of the whole or any material part of the property Tenthly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date thereof;
- (iv) vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company was not prohibited by that covenant from agreeing to any such variation or giving any such licence or consent: (i) if to do so would not materially adversely affect the value to Mr Sugar for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee or (ii) if the same is required by the Consumer Credit Act 1974 or any legislation subordinate thereto;
- (v) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called "the Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following:

Please do not
write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 5
to Form No 395 and 410 (Scot)

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

Company number

01873323

Name of company

AMSPROP LIMITED

Limited*

*delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

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

complete, preferably in block type, or lock lettering

Short particulars of all the property mortgaged or charged (Continued)

Please do not
write in this
binding margin

(aa) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier; and/or

(bb) sales, agreements for sale or transfers actually or potentially on behalf of the financier to any third party whatsoever; and/or

(cc) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in (bb).

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

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 10th FEBRUARY 1993
and created by AMSPROP LIMITED

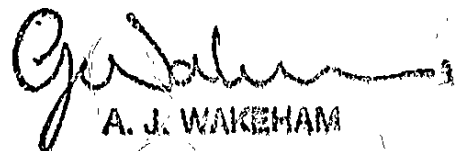
for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to ALAN MICHAEL SUGAR

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th FEBRUARY 1993

Given under my hand at the Companies Registration Office,
Cardiff the 17th FEBRUARY 1993

No. 1873323


A. J. WAKEHAM

an authorised officer

C.69a

DDC
17. FEB
1993