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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

ARC

00400008

A fee of ,10 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

For official use

Company number

(Address overleaf - Note 6)

: : 2

3662749

Name of Company

Alpha Springs Ltd

Date of creation of the charge

9th July 2004

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

ALL ASSETS DEBENTURE

Amount secured by the charge

All monies which now or at any time in the future may be owing due and/or payable [but remaining unpaid] by the Company to the Security Holder in any manner and for any reason on any account ["the Secured Monies"] including all such monies due by the Company, either alone or jointly with any other person or on any partnership account [even though the whole or any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignment, agreements for discounting or factoring of debts or any other agreements or securities or is payable under letters of credit or any other documents issued by the Security Holder to or for or at the request of the Company either alone or jointly with any other person] and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof and further including any of the following whether now or in the future:

[Please see continuation sheet 1]

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

LLOYDS TSB COMMERCIAL FINANCE LIMITED at

Boston House, The Little Green, Richmond, Surrey

Postcode

TW9 1QE

Presenter's name address and
reference (if any):

LLOYDS TSB COMMERCIAL
FINANCE LIMITED
Client Admin
No 1, Brookhill Way
Banbury, OX16 3EL

Time critical reference

For official Use
Mortgage Section

Post Room



A04
COMPANIES HOUSE

0285
14/07/04

Short particulars of all the property mortgaged or charged

The Company with full title guarantee gives the following charges in favour of the Securityholder as security for the payment of the Secured Monies over the following property ("the Mortgaged Property")

[a] A fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including land of which the Company is registered as proprietor at H. M. Land Registry [details of which are set out in the Third Schedule to the All Assets Debenture] together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time in or attached to such property:

[b] a fixed charge on :

- all goodwill, unpaid and/or uncalled capital for the time being of the Company;
- all other freehold and leasehold (if any) property which after the date of the deed shall become vested in the Company;

[Please see continuation sheet 1]

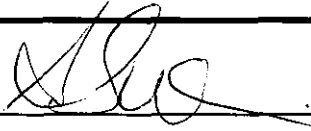
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Particulars as to commission allowance or discount (note 3)

A fee of .10 is
payable to Companies
House in respect of
each register entry for
a mortgage or charge.
(See Note 5)

Signed



Date

12/7/04

On behalf of chargee

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. 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 CF4 3UZ

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Particulars of a mortgage or charge
[continued]

Continuation sheet No. 1
to forms No's. 395 and 410
[Scot]

Please complete
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Company number

3662749

Name of company

Alpha Springs Ltd

Description of the instrument creating or evidencing the mortgage or charge [continued]

[note 2]

Amount due or owing on the mortgage of charge [continued]

- . all monies due or payable under the Financing Agreement [as defined in the All Assets Debenture] or by virtue of any guarantee or indemnity given by the Company to the Security Holder;
- . all advances which the Security Holder has made or shall make to the Company;
- . any indebtedness now or hereafter to be incurred by the Security Holder for or at the request of the Company, including all monies which the Security Holder shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following:
 - the Security Holder making direct advances; or
 - the Security Holder drawing, accepting, endorsing, paying or discounting any Remittance [as defined in the All Assets Debenture]; or
 - the Security Holder entering into any bond, guarantee, indemnity or letter of credit; or
 - the Security Holder confirming orders; or
 - the Security Holder otherwise accepting any other liability for or on behalf of the Company;
- . all monies which the Security Holder can charge to the Company and all costs charges and expenses incurred by the Security Holder following default in payment of any such monies or of breach by the Company of any of the provisions of the All Assets Debenture;
- . the charges of surveyors and/or Solicitors instructed by the Security Holder in connection with any part of the Mortgaged Property [as defined in the All Assets Debenture];
- . all costs and charges and expenses which the Security Holder may from time to time incur in:-
 - stamping, perfecting, registering or enforcing the All Assets Debenture; or
 - the negotiations for the preparation and execution of the All Assets Debenture and Financing Agreement or any guarantee, indemnity, priority arrangements, waiver or consent in respect of the same; or
 - obtaining payment or discharge of the Secured Monies; or
 - paying any rent, rates, taxes or outgoings for the Mortgaged Property; or
 - insuring, repairing, maintaining, managing, realising any part of the Mortgaged Property; or
 - the preservation or exercise of any rights under or in connection with the All Assets Debenture or any attempt to do so;
 - giving a discharge or release of the All Assets Debenture; or
 - dealing with or obtaining advice about any other matter of question arising out of or in connection with the All Assets Debenture with the intention that the Security Holder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the All Assets Debenture or of any other security held by the Security Holder for the Secured Monies.
- . all monies expended by any attorney appointed under clause 4.3 of the All Assets Debenture in exercising his powers;
- . interest on all monies due and owing to the Security Holder at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

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

Names, addresses and descriptions of the mortgages or persons entitled to the charge [continued]

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- [c] a fixed charge on:
- all stocks and shares and securities (whether or not negotiable)
 - all documents evidencing title to, interest in or right to possession of any property which at any time and for any purpose had been or may be deposited with the Securityholder;
 - the property mentioned in the documents referred to in the immediately preceding sub-paragraph;
- [d] a fixed charge on all the Company's Non Vesting Debts (as defined in the All Assets Debenture) present and future;
- [e] a fixed charge on all the Company's Other Debts (as defined in the All Assets Debenture) present and future;
- [f] a floating charge on such of the moneys which the Company may receive in respect of the Other Debts and Non-Vesting Debts as are paid into the bank account referred to in clause 3.1.(e) of the All Assets Debenture and which upon such payment are hereby released from the fixed charge thereon;
- [g] a floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future, not subject to the above charges.

NB: The Company agrees with the Security Holder that, inter alia, at all times during the continuance of the All Assets Debenture:

- (a) it will deal with the Non-Vesting Debts and their Related Rights (as defined in the All Assets Debenture) as if they were Debts and their Related Rights purchased by the Security Holder under the Financing Agreement and in particular will not bank or deal with Remittances in respect of them except by dealing with them in accordance with the Financing Agreement.
- (b) it will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges contained in the All Assets Debenture, except by way of sale at full value in the ordinary course of its business being carried on at the date of the All Assets Debenture; and
- (c) it will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the fixed charges contained in the All Assets Debenture without the prior written consent of the Security Holder; such restriction shall not prohibit disposal of an asset other than freehold or leasehold property, for the purpose of immediate replacement, modification, repair and/or maintenance; and
- (d) it will deal with the Company's Other Debts outstanding and Remittances in accordance with the Security Holder's written directions; until such directions are given, it will only deal with the Company's Other Debts by way of getting in and realising the same in the ordinary course of its business
- (e) it will not, charge, sell, discount, factor, dispose of or except in accordance with the All Assets Debenture, otherwise deal with its Other Debts or the relative Remittances unless it has the prior written consent of the Security Holder.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03662749

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 9th JULY 2004 AND CREATED BY ALPHA SPRINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB COMMERCIAL FINANCE LIMITED 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 14th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JULY 2004.

Dangela



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —