COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

3057801/10

CHFP078

Please do not write in this margin

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

* insert full name of company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number **04646508**

Name of company

*** Virtalis Limited**

Date of creation of the charge

04 April 2003

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

Debenture 04 April 2003

Amount secured by the mortgage or charge

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
Sheffield SPC
Ground Floor
79 Hoyle Street
Sheffield, S3 7EW
DX 712350 Sheffield 19

For official Use
Mortgage Section

Post room

M

AUCPBJUR
A08 0796
COMPANIES HOUSE 05/04/03

Time critical reference

Bank Reference: T3/OT035965/3124

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 and leasehold land now vested in the Company including but not limited to the land and properties specified in Part 1 of the First Schedule to the Debenture together with all buildings fixtures fittings and fixed plant and machinery now or at any time hereafter thereon; and

First Fixed Charge on

i) all present and future right title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures fittings and fixed plant and machinery now or at any time hereafter thereon;

ii) benefit of all rights licences guarantees rent deposits contacts deeds undertakings and warranties relating to any land or other property and/or to any trade or business from time to time carried on by the Company;

iii) all chattels including but not limited to the chattels referred to in the Second Schedule to the Debenture now or in the future belonging to the company including all additions and improvements thereto and replacements thereof;

iv) all book debts and other debts and monetary claims and any rents licences fees or other payments now or at any time hereafter due owing or incurred to the Company but not including such debts (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 together with the full benefit of all guarantees and securities and all liens reservations of title and other rights in respect of the said debts and claims;

v) any credit balance on any account of the Company with the Bank;

vi) all goodwill and uncalled capital for the time being of the Company;

vii) all stocks shares debentures bonds loan capital and other securities including but not limited to the securities referred to in the Second Schedule to the Debenture of any description of any other person and all rights to subscribe or convert other securities into or otherwise acquire any such securities now or at any time hereafter belonging to the Company together with all dividends interest and other income and all other rights of whatsoever kind;

viii) all letters patent trademarks service marks designs utility models copyrights design rights applications for registration of any of the foregoing and the right to apply for them in any part of the world moral rights inventions confidential information know-how and rights of like nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered now or any time hereafter belonging to the Company including but not limited to those referred to in the Second Schedule to this Debenture;

ix) all policies of life insurance or assurance and all rights and claims to which the Company is now or may at any time hereafter become entitled in relation to the proceeds thereof or of any other policies of insurance of any description;

x) all rights and other property to which the Company is now or may at any time hereafter 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;

xi) 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 now or at any time hereafter entered into by the Company;

xii) the proceeds of sale of any property hereinbefore referred to; and

Floating Charge on all the undertaking of the Company and all its property whatsoever and wheresoever both present and future but so that the Company shall not except with the prior written consent of the Bank;

a) create or purport to create or permit to subsist over all or any of the charged property any mortgage charge lien pledge or other security other than this Debenture;

b) release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the debts;

c) part with hire lend sell assign or dispose of all or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of the charged property for the time being charged only by way of floating charge hereunder.

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 [signature] Date 4/4/2003

On behalf of [company] [~~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 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 CF14 3UZ

Bank Reference: T3/OT035965/3124

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04646508

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th APRIL 2003 AND CREATED BY VIRTALIS 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 5th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th APRIL 2003.

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
for the record

HC026B