

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

137903/20



For Official Use Company Number

7

02769705

To the Registrar of Companies

Name of company

A-Belco Limited (the "Company")

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

*Insert full name of company

Date of creation of the charge

30 September 2003

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

Debenture containing fixed and floating charges

Amount secured by the mortgage or charge

All or any monies and liabilities which shall from time to time (and whether on or at any time demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded accord to the usual BoS rates and practice as well after as before any demand made or decree obtained under or in relation to the Debenture.

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

The Governor and Company of the Bank of Scotland ("BoS")

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

EVERSHEDS LLP

Central Square South

Orchard Street

Newcastle upon Tyne

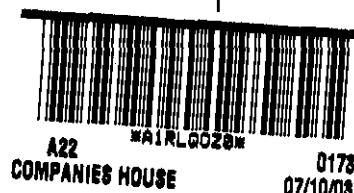
NE1 3XX

Ref: CP.GC.sb.1405918

Time critical reference

For Official Use
Mortgage section

Post Room



Short particulars of all the property charged

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

For BoS

Signed Eveready L.P.

3 October 2003
Date (day) (month) (year)

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, e.g. "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

Particulars of a mortgage or charge

Name of Company A-Belco Limited

Number of Company 02769705

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of BoS dated 30 September 2003 (the "Debenture")

Charges

1. by way of legal mortgage all estates or interests in the freehold and leasehold property of the Company now vested in it whether or not the title to the property is registered at HM. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on such property;
2. by way of fixed charge all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than property charged in terms of paragraph 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
3. by way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
4. by way of fixed charge all present and future plant and machinery of the Company not otherwise charged in terms of paragraphs 1 to 11 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);
5. by way of fixed charge all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests of the Company accruing or offered at any time in relation to them;
6. by way of fixed charge all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may in the future be entitled under any contracts;
7. by way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
8. by way of fixed charge all the Company's goodwill and uncalled capital for the time being;
9. by way of fixed charge all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as described in paragraph 6 above);
10. by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and
11. by way of floating charge all the Assets (as defined below) not effectively otherwise mortgaged, charged or assigned in terms of paragraphs 1 to 10 above (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland within any of the types mentioned in paragraphs 2 to 10 above inclusive).

Conversion into fixed charge

BoS may at any time by notice in writing to the Company immediately convert the floating charge referred to at paragraph 11 above into a fixed charge over any Assets specified in any such notice and the floating charge will, without notice from **BoS** automatically be converted into a fixed charge:-

1. in respect of any Assets which become subject to a fixed charge in favour of any other person; and
2. in respect of all Assets charged under the floating charge referred to at paragraph 11 above if and when the Company shall cease to carry on business or to be a going concern; and
3. in respect of all the Assets on the making of an order for the compulsory winding up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding up of the Company or on the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company by any other person for the appointment of an administrator in respect of the Company;

but so that this provision shall not apply to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

Restriction on charges and disposals

The Company will not without the previous written consent of **BoS**:

1. create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Assets; or
2. sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of the Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading); or
3. in any way dispose of the equity of redemption of any such Assets or any interest in any Asset.

Control of moneys received

The Company will pay into the Company's account with **BoS** (or as **BoS** may direct) all moneys which it receives in respect of any policies of insurance or assurance, royalties, income or book or other debts or any other of the rights and claims charged to **BoS** under paragraphs 2 to 9 above inclusive and until such payment hold all moneys so received upon trust for **BoS** and will not without the prior written consent of **BoS** charge, factor, discount, or assign any of the those policies, fees, royalties, income, debts, rights or claims in favour of any other person or purport to do so.

Definitions:

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

"Receiver" shall mean an administrative receiver, receiver and manager or other receiver appointed pursuant to this Debenture in respect of the Company or over all or any of the Assets charged by the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02769705

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE CONTAINING FIXED AND FLOATING CHARGES DATED THE 30th SEPTEMBER 2003 AND CREATED BY A-BELCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 7th OCTOBER 2003.

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

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES