

M

CHFP041

Please do not
write in
this margin

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

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

395

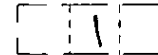
039264/26

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06704654

Name of company

*AHAVAH HEALTHCARE LIMITED

Date of creation of the charge

17 MARCH 2009

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

THIRD PARTY LEGAL AND GENERAL CHARGE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due from time to time accruing
due on any account whatsoever.

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

Abbey National PLC 2 Triton Square, Regents Place, London,

Postcode NW1 3AN

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

Underwood Solicitors LLP
40 Welbeck Street
London
W1G 8LN
DX 9074 West End
REF nns 4500-29

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

THURSDAY



ADPRP8AA

A68

19/03/2009

137

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See attached

Please do not
write in
this margin

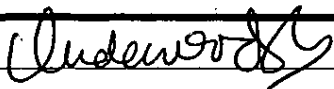
Please complete
legibly, preferably
in black type or
bold block
lettering

A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

Signed



Date

18/03/09

On behalf of ~~company~~ [mortgagee/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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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.

Particulars of a mortgage or charge

Name of Company: Ahavah Healthcare Limited ("the Company")

Number of Company: 06704654

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Legal and General Charge in favour of Abbey National PLC ("the Bank") dated 17th March 2009.

Definitions:-

Prior Charge the prior mortgage(s) or charge(s) (if any) identified in the Schedule to the Security Deed

Property the whole and any part of or interest in the Property specifically described in the Security Deed including any beneficial interest in it or in its sale proceeds vested in or charged to the Company together with all buildings fixtures fittings as well as any Related Rights subject only to the Prior Charge (if any).

"Property" also means and includes all moveable plant machinery implements utensils furniture and equipment now and from time to time place on or used in or about the Property.

Real Property all and any part of the Property and Other Property which is or becomes the subject of the Security.

Related Rights

1. sums which (under any statute or law or contract and whether as of right or ex gratia or otherwise) may be or may become payable in respect of Real Property or any damage or injury to it or depreciation to it and the benefit of any other obligation security right or indemnity affecting or concerning Real Property.
2. all rights, licenses, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to Real Property;
3. any shares or membership rights in any management company of which the Company is a member;
4. any goodwill of any business from time to time carried on at Real Property;
5. any rental and other money payable under any lease license or other interest created in respect of Real Property; and
6. any other payments whatever in respect of Real Property, for example, payments from any insurance policy or any compensation money.

Security Deed the Legal and General Charge dated 17th March 2009 which incorporates the Group Standard Security Conditions Booklet 2008 Edition.

Other Property the whole and any part of or interest in any freehold or leasehold property

including any beneficial interest in it or in its sale proceeds, now or in the future vested in belonging to or charged to the Company, together with all buildings fixtures fittings and all moveable plant machinery implements utensils furniture and equipment from time to time placed on or used in or about such property, as well as any Related Rights.

CHARGES

1. The Company charges by way of fixed charge in favour of the Bank:-
 - a. Other Property being the whole and any part of or interest in any freehold or leasehold property including any beneficial interest in it or in its sale proceeds, now or in the future vested in belonging to or charged to the Company, together with all buildings fixtures fittings and all moveable plant machinery implements utensils furniture and equipment from time to time placed on or used in or about such property, as well as any Related Rights, at any time hereafter vested in the Company.
 - b. All the Company's uncalled capital for the time being and all the Company's Intellectual Property Rights (being all it's current or future patents patent applications inventions trademarks trade names registered designs copyrights know-how and other intellectual property rights and all licences and ancillary rights, benefits, royalties and other income deriving from these rights) and all other freehold and leasehold property now or in the future in which the Company has or acquires any legal or beneficial interest.
 - c. Any legal and beneficial interest which the Company has (whether now or in the future) in all and any Securities (being stocks, shares and other securities of any kind including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of redemption bonus preference option dividend interest or otherwise and all the Company's rights and interests in and claims under all policies of insurance and assurance now or in the future held by or enuring to the Company's benefit).
 - d. All the Company's Stock in Trade and Plant (being all plant and machinery now or in the future belonging to the Company (excluding however plant and machinery for the time being forming part of the Company's stock in trade or work in progress) and all trade and other fixtures fixed plant and machinery and all chattels now or at any time hired or lease by the Company to any other person together in each case with the benefit of the related hiring or leasing contract and any guarantee indemnity or other security for the performance of the obligations of any person under such contract, insofar as it is not charged in conditions (a) to (c) above.
 - e. All the Company's Land Interests (being:-
 - (i) all interests now and in future belonging to the Company in or over land or its proceeds of sale.
 - (ii) all licences now and in future held by the Company to enter upon or use land;
 - (iii) the benefit of all other agreements including any easements restrictive covenants or other rights relating to land to which the Company is or may become party or otherwise entitled;

- (iv) all trade and tenant's fixtures plant and machinery now and in future annexed for whatever purpose to Real Property) not effectively charged by the above.
- f. All the Company's book and other debts now and from time to time due or owing to the Company and whether presently payable or in the future falling due for payment (including bank deposit and credit balances, standing to the Company's account with the Abbey National Plc's corporate group or any other bank or financial institution or organisation) and all the Company's rights and claims against third parties now or in the future existing and capable of being satisfied by the payment of money. Book Debts do not include Securities.
- g. Any option, forward, swap or other derivation transaction between the Company and the Bank.
2. Charge by way of floating charge all the Company's undertaking and goodwill and all the Company's property assets and rights whatsoever and wheresoever both present and future in favour of the Bank.
- 3.1 The Bank may from time to time by notice in writing to the Company convert any floating charge into a fixed charge over assets charged assigned or transferred to the Bank by the Security Deed.
- 3.2 Any floating charge created by the Security Deed shall automatically and immediately be converted into a fixed charge:-
- (i) in respect of any assets charged assigned or transferred to the Bank by the Security Deed which without the Bank's prior written consent become or attempted to be made subject to any charge, pledge or otherwise encumbered (whether by way of fixed or floating security) in favour of any other person or which are disposed of otherwise than by way of sale in the ordinary course of the Borrower's business or in respect of which any person levies or attempts to levy any distress sequestration or process against any of the charged property.
- (ii) in respect of all of the assets charged assigned or transferred to the Bank by the Security Deed if the Company ceases to carry on business or to be a going concern.
4. The Company assigns by way of assignment all the Related Rights to the Bank.

RESTRICTIONS ON CHARGES AND DISPOSALS

1. The Company must procure that any debentures, mortgages or charges created by the Company in the future over the Company's assets charged assigned or transferred to the Bank by the Security Deed are expressed to be subject to the Security Deed.
2. The Company may not without the prior written consent of the Bank sell or dispose of all or part of Real Property or any interest in it.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6704654
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY LEGAL AND
GENERAL CHARGE DATED 17 MARCH 2009 AND CREATED BY
AHAVAH HEALTHCARE LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE ON ANY ACCOUNT WHATSOEVER
WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 19 MARCH 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MARCH 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**