



Please do not
write in
this margin

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

10

2069071

Name of company

* HARVINGTON PROPERTIES LIMITED

Date of creation of the charge

8th November 1996

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

Débuture

Amount secured by the mortgage or charge

Please see separate sheet.

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

The Governor and Company of the Bank of Ireland of

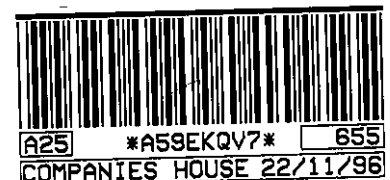
727/729 High Road North Finchley London

Postcode N12 0BJ

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

Brook Martin & Co
54 New Cavendish Street
London W1M 7LE
Ref. NS

For official use
Mortgage section



Time critical reference

Short particulars of all the property mortgaged or charged

Please see separate sheet.

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)

Signed Brooke Martin & Co

Date 21.11.1996

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.

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Amount secured by the mortgage or charge

All moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Mortgagee by the Mortgagor in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Mortgagee for and at the request of the Mortgagor, and all amounts which may become payable or for which the Mortgagor may become liable under this Debenture and together with interest to date of payment as hereinafter provided, commission, fees and other charges and all legal and other costs, charges, and expenses incurred by the Mortgagor or any receiver in relation to the Mortgagor or all or any part of the property, assets and rights for the time being comprised in or subject to the charges contained in this Debenture on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by the Mortgagee arising out of or in connection with any act, matter or thing done or omitted to be done by the Mortgagor or any document, arrangement or agreement between the Mortgagor and the Mortgagee or any disclaimer of any of its contracts, agreements or arrangements or any of its liabilities or obligations to the Mortgagee, and also interest on the foregoing to the date of payment.

Short particulars of all the property mortgaged or charged

FIRSTLY all the freehold property known as 54 Brampton Road, Eastbourne, East Sussex as the same is registered with Title Absolute under Title No. ESX168291 and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon and

SECONDLY all future freehold and leasehold property of the Mortgagor and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon and

THIRDLY all present and future goodwill and connection of all businesses carried on by or on behalf of the Mortgagor, any patents, trade marks, copyrights, registered designs and similar assets or rights from time to time being owned or held by the Mortgagor including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Mortgagor and

FOURTHLY all book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Mortgagor, (including the benefit of any judgment or order to pay a sum of money) and the benefit or any mortgagees, charges, pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising for the time being held by the Mortgagor in respect of any such debts or monies and all cash deposits in any account of the Mortgage with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Mortgagor and

FIFTHLY all shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Mortgagor and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions benefits and advantages and

SIXTHLY all the right, title and interest of the Mortgagor to and in any proceeds of any present or future insurances and

SEVENTHLY the undertaking and all other property, assets and rights of the Mortgagor whatsoever and wheresoever both present and future.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02069071

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th NOVEMBER 1996 AND CREATED BY HARVINGTON PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd NOVEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th NOVEMBER 1996.

A handwritten signature in cursive script, appearing to read 'A. J. Wakeham'.

A. J. WAKEHAM

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

26/11
RCS
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