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COMPANIES FORM No. 395

Particulars of a mortgage or charge

WB10
405/22

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use



U19

3056680

Name of company

* insert full name
of Company

* ABBEYLORD PROPERTIES LIMITED

Date of creation of the charge

8th MAY 2000

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All present and/or future indebtedness of the Mortgagor to the Bank on any current and/or other account with interest and bank charges and all other liabilities whatsoever of the Mortgagor to the Bank present future actual and/or contingent and all costs charges and expenses howsoever incurred by the Bank in relation to this Mortgage and such indebtedness and/or liabilities on a full indemnity basis and for the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgment) at the rate payable or deemed to be payable by the Mortgagor. Such interest will be calculated and compounded as agreed or in such manner as the Bank may reasonably determine from time to time. The costs and expenses referred to herein shall include (for the avoidance of doubt) all amounts the Bank may from time to time require to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Mortgage and recovery of the liabilities secured by it. In the absence of manifest error a certificate signed by an officer of the Bank as to the amount of such costs and expenses incurred by the Bank from time to time shall for all purposes be conclusive evidence (and admissible as such) against and binding upon the Mortgagor. If the Mortgagor is a company the Mortgagor with full title guarantee also charges by way of floating security all movable plant machinery implements utensils furniture and equipment building and other materials goods and other effects now and from time to time placed on or used in or about the Mortgaged Property (the Charged Effects) with the discharge on demand of all moneys costs and interest as aforesaid and the expression "the Mortgaged Property" shall be construed accordingly. The Mortgagor with full Title guarantee hereby assigns unto the Bank all that the goodwill and connection of any business or businesses from time to time carried on in or upon the Mortgaged Property or any part or parts thereof and the full benefit of all licences (which expression shall also include any registrations) held in connection with such business(es) subject to redemption on payment of all liabilities hereby secured and the expression "the Mortgaged Property" shall be construed accordingly. The Mortgagor will take out and maintain all necessary licences for the due carrying on of such business(es) and will not do or suffer to be done any act matter or thing whereby any such licences may be lost or not renewed and will (to the fullest extent possible) at all times at the Mortgagor's cost execute all such instruments and do all such things as shall be requisite for transferring and vesting all or any such licences to and in the nominee(s) of the Bank or any other person(s) as the Bank may direct and the Mortgagor hereby irrevocably and by way of security appoints the Bank to be attorney of the Mortgagor in the name of the Mortgagor to apply for and obtain the renewal of any such licences and to sign all proper notices and other documents and to do all necessary acts for assigning or transferring all or any such licences to such person(s) as the Bank may think fit. Without prejudice to the above, the Mortgagor consents to the making of any protection order in respect of the Mortgaged Property or any part or parts thereof to such person or persons as the Bank or any Receiver appointed hereunder may specify and/or the transfer of any such licence as aforesaid and agrees that this Mortgage may be produced (and shall be admissible) as evidence of such consent.

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

National Westminster Bank plc, Central Securities Centre National
Westminster House City Forum 250 City Road London EC1V 2PU

Postcode

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

SHARPE & PERL
23 THE ROW
NEW ASH GREEN
KENT DA3 8JB

SHARPE & PERL
DX 41952
NEW ASH GREEN
NP/vb/ABBEYLORD

Time critical reference

For official Use
Mortgage Section

Post room

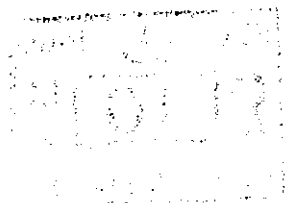


A31
COMPANIES HOUSE

0688
24/05/00

Short particulars of all the property mortgaged or charged

53 CHICHELE ROAD LONDON NW2 3AN



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

Sharpe & Perl

Date

23rd May 2000

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 The address of the Registrar of Companies is:-

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03056680

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 8th MAY 2000 AND CREATED BY ABBEYLORD PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th MAY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th MAY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

HC026

*DX
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