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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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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

For official use

Company number

[] [] [] []

3072333

Name of company

* AARON PROPERTIES LIMITED

("the Company")

* insert full name
of company

Date of creation of the charge

Fourth day of August 19 95

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

MORTGAGE DEBENTURE made between (1) the Company and
(2) Allied Irish Banks, p.l.c. ("the Security Trustee") in its capacity as trustee for itself
and AIB Finance Limited (together "the Secured Parties")

Amount secured by the mortgage or charge

All liabilities of the Company present and future
actual and/or contingent to Allied Irish Banks, p.l.c. and/or AIB Finance Limited

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

Allied Irish Banks, p.l.c. (as Security Trustee aforesaid)

Bank Centre Balsbridge Dublin 4 Ireland

Postcode

Presentor's name address and
reference (if any):MESSRS. BURROUGHS DAY
14/16 CHARLOTTE STREET
BRISTOL BS1 5PTFor official Use
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged


1. A fixed equitable charge over the Company's estate or interest in all freehold and/or leasehold property now or at any time belonging to or charged to the Company (other than the property described in 7 below) and the benefit of all other agreements or licences relating to land to which from time to time the Company is a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and any fixed plant and machinery owned by the Company thereon from time to time and the proceeds of sale of all or any of the foregoing ("the Equitably Charged Property")
- 2(a). A fixed charge over all book debts and other debts now or at any time due or owing to the Company and (subject to the following proviso) all monies which the Company receives in respect thereof but so that in the absence of specific written instructions from the Security Trustee to the contrary the Company shall pay into the Company's current account with the Bank or if directed by the Security Trustee into a special or specific designated account with the Security Trustee either in the name of the Company or the Security Trustee or in the joint names of the Company and the Security Trustee or into such other account as the Security Trustee may direct all monies which it may receive in respect thereof and shall not without the prior consent in writing of the Security Trustee sell, factor, discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon to do so by the Security Trustee from time to time execute legal assignments of such book and other debts to the Security Trustee. Provided that prior to the Mortgage Debenture becoming enforceable, in the absence of any directions to the contrary from the Security Trustee any monies in respect of the said book and other debts received by the Company and paid into the Company's current account with Allied Irish Banks, p.l.c. shall be released from the fixed charge and shall become subject to the floating charge referred to in (b) below.
- (b). A fixed charge over all credit balances of the Company with any of the Secured Parties or with other bankers or other third parties but so that the Company shall inform the Security Trustee of the existence of any such credit balances and shall if so directed by the Security Trustee transfer such credit balances into an account with the Security Trustee and the Company shall not without the prior written consent of the Security Trustee sell or otherwise charge or assign the same in favour of any other person or purport to do so.

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Particulars as to commission allowance or discount (note 3)

Signed



Date 8th August 1995

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.

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No. _____
to Forms Nos 395 and 410 (Scot)

Company number

3072333

Please complete
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bold block lettering

Name of company

AARON PROPERTIES LIMITED

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

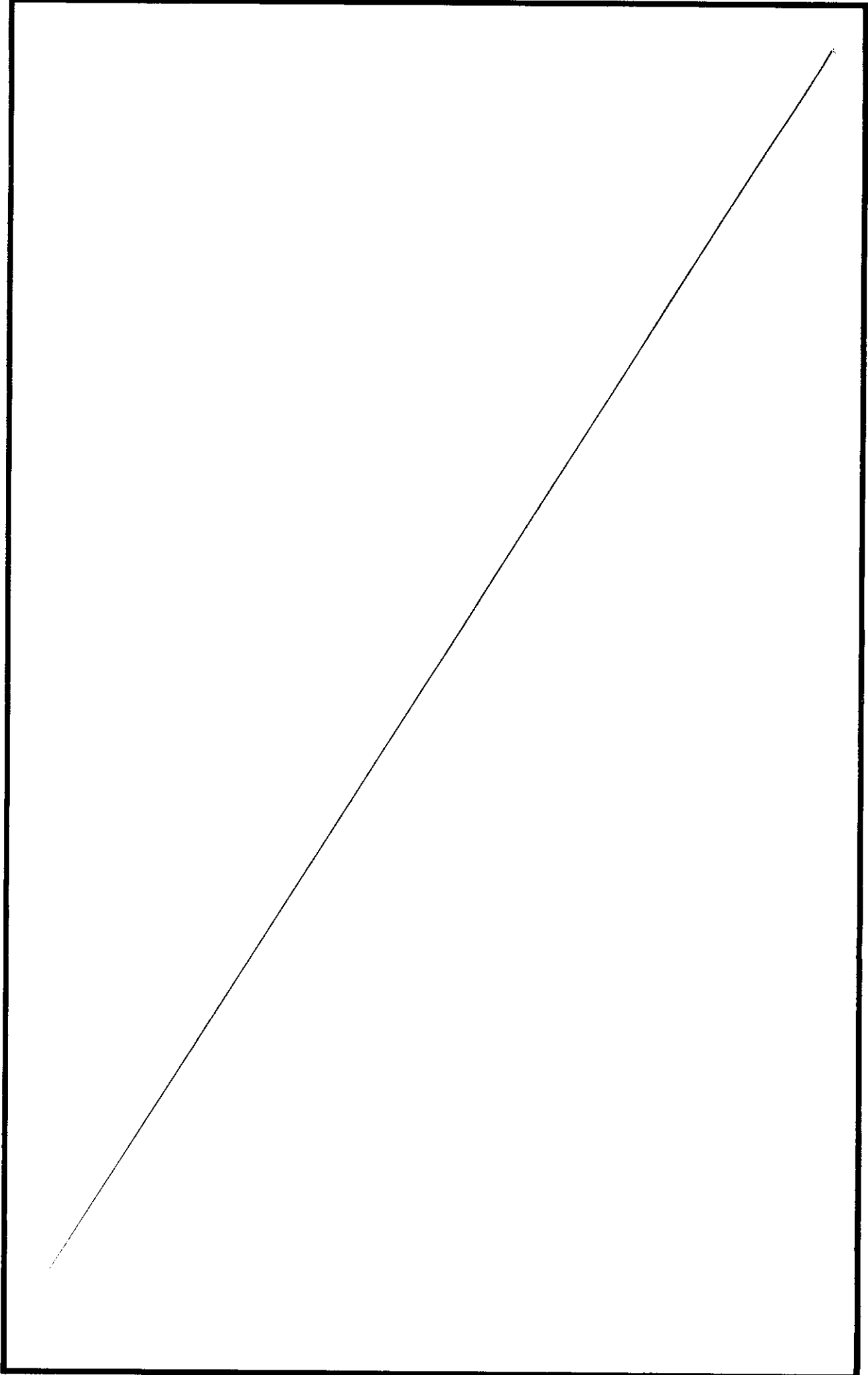
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Names, Addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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in black type, or
bold block lettering



3. A fixed charge over all stocks, shares and/or other securities now or at any time owned by the Company (including, without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in (or from) any body corporate together with all rights in respect of or incidental to such stock, shares and other securities ("the Securities").
4. A fixed charge over the goodwill, licences, patents, patent applications, trademarks, copyrights, rights in the nature of copyright, registered designs and all other intellectual property rights now or at any time belonging to the Company ("the Goodwill and Intellectual Property").
5. A fixed charge over the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a receiver appointed under the terms of the Mortgage Debenture or a liquidator).
6. A floating charge over the undertaking and all other property, assets and rights present and future of the Company but so that the Company shall not without the prior consent in writing of the Security Trustee create any mortgage or charge ranking in priority to or pari passu with this floating charge or sell or otherwise dispose of the whole or, except in the ordinary course of trading and for full value, any part of the Company's undertaking.
7. A charge by way of Legal Mortgage over the following property and the proceeds of sale thereof ("the Legally Mortgaged Property"):-

ALL THAT freehold land and buildings on the south east side of
Smyth Road Bedminster Bristol and known as numbers 1-7 Smyth
Road Bedminster aforesaid which are registered at H M Land Registry
under Title Number BL40141

- N.B. The Mortgage Debenture contains, inter alia, the following additional restrictions prohibiting the Company without the prior consent in writing of the Security Trustee from:-
- (a) creating any mortgage, or other security interest over the Equitably Charged Property, the Goodwill and Intellectual Property, the Securities or the Legally Mortgaged Property or any part of or interest in the same;
 - (b) exercising the statutory power of releasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Mortgaged Property;
 - (c) Parting with possession of the Equitably Charged Property or the Legally Mortgaged Property or any part thereof or conferring upon any person, firm, company or body whatsoever any licence, right to occupy it or any part thereof.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03072333

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 4th AUGUST 1995 AND CREATED BY AARON PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIED IRISH BANKS PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th AUGUST 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th AUGUST 1995.

FIONA M. SANGSTER

for the Registrar of Companies



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

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