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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] []

3460357

Name of company

* HILLBRIDGE ESTATES LIMITED

Date of creation of the charge

15 September 1998

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

FIXED AND FLOATING CHARGE

Amount secured by the mortgage or charge

All monies and liabilities which now are or may at any time or times hereafter be due owing or incurred by the Company to the Bank or to any Associated Company as defined in the charge or for or in respect of which the Company may be liable to the Bank or any Associated Company on any account or in any manner whatsoever (whether or not the Bank or the Associated Company shall have been an original party to the relevant transaction) and whether actual or contingent and as principal or surety and whether alone or jointly with any other party or parties including interest to the date of repayment (chargeable and payable in such manner as has been specifically agreed as well after as before any demand made or judgment obtained hereunder) commission banking legal and other properly incurred costs charges and expenses (on a full indemnity basis).

An "Associated Company" is any company which is from time to time a member of the same group of companies as Anglo Irish Bank Corporation

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

Anglo Irish Bank Corporation Plc ("the Bank")
Gracechurch House
55 Gracechurch Street, London EC3V 0EE

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

Taylor Joynson Garrett
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, , EC4Y 0DX

PXH AIB 4 318

Time critical reference

For official use
Mortgage Section

Post room



NON-PART
(S/G)

* Short particulars of all the property mortgaged or charged

The company with full title guarantee and as continuing security charges with the payment or discharge of the amount secured

(a) by way of first legal mortgage:

(i) all that freehold property known as Caradon House being offices at the north east side of Tewkesbury Road as the same is registered with title absolute under title number GR85831 at HM Land Registry; *Cheltenham*

(ii) all that freehold property known as Sunnyside, Tewkesbury Road, Cheltenham as the same is registered with title absolute under title number GR193668 at HM Land Registry ("the Legally Mortgaged Properties");

(b) by way of charge and assignment all the rents and other income and sums payable to the Company from time to time in respect of the Legally Mortgaged Properties or any part thereof whether payable by any lessee, tenant or other occupier of the Legally Mortgaged Properties or any part thereof or otherwise including any surety for the same and including any lump sum or premium paid or payable to the Company under the terms or in consideration for the grant of any lease tenancy or licence of all or any part of the Legally Mortgaged Properties together with the benefit of all securities and guarantees for the Legally Mortgaged Properties and all interest (if any) due or which becomes due in respect thereof;

(c) by way of fixed charge all its right title and interest in and to:

(i) the sterling deposit account number 313/317 942/01 opened by the Company

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Raymond J. Smith

Date 29 September 1998

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.

Form 395 Continued

Company number 3460357

Hillbridge Estates Limited

Amount secured by the mortgage or charge

Plc and the Bank acts as agent for any Associated Company.

in the books of the Bank and all monies from time to time standing to the credit thereof;
and

- (ii) any proceeds of any insurance of the Mortgaged Property to the extent the same are not otherwise subject to a fixed charge;
- (iii) any Agreement and any money or right or benefit arising under any Agreement.
- (e) By way of floating charge the whole of its undertaking property rights and assets both present and future wheresoever situate.

The expressions "Rents", "Mortgaged Property" and "Agreements" have the meanings respectively ascribed to them by the charge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03460357

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 15th SEPTEMBER 1998 AND CREATED BY HILLBRIDGE ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK CORPORATION PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd OCTOBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th OCTOBER 1998.

A handwritten signature in cursive script, appearing to read 'M. Iqbal Durrani'.

M. IQBAL DURRANI

for the Registrar of Companies

A large, stylized handwritten mark, possibly a letter 'B' or a signature.

A large, stylized handwritten signature.



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