



COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

104394

Name of company

* ALLIED LONDON PROPERTIES PLC

* insert full name
of company

Date of creation of the charge

11th April 1995

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

DEBENTURE

Amount secured by the mortgage or charge

ALL MONIES DUE

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

ALLIED LONDON PROPERTIES PLC OF
ALLIED HOUSE 26 MANCHESTER SQUARE LONDON

Postcode

W1A 2HH

Presentor's name address and
reference (if any):SHOOSMITHS & HARRISON
DX 4001 READING

REF OR087E03/HXB

For official Use
Mortgage Section

REGISTERED

28 APR 1995

Post room

Cat. No. CO 395

London:
SHAW & SONS Ltd.,
Shaway House,
Lower Sydenham,
SE26 5AE
LLY 1163

Time critical reference

PMO *P1D29AXL* 315
COMPANIES HOUSE 28/04/95

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

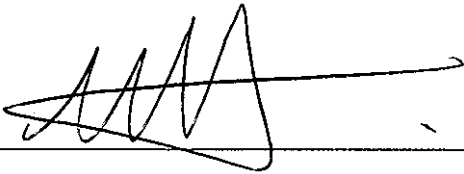
Please complete
legibly, preferably
in black type, or
bold block lettering

FIXED AND FLOATING CHARGE OVER THE PROPERTY KNOWN AS 8-10
CHURCH STREET READING AND OVER ALL THE ASSETS OF THE
COMPANY FROM TIME TO TIME OWNED, PARTICULARS OF WHICH ARE
ANNEXED HERETO.

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 27. 04. 95

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.

"Mortgaged Property"	means the freehold property known as 8-10 Church Street, Reading the subject of the security created by this Deed;
"Premises"	means all buildings and erections included in the definition of Security Assets;
"Prior Charge"	the first fixed and floating charge of even date granted to the Bristol and West Building Society;
"Receiver"	means a receiver and manager or (if the Lender so specifies in the relevant appointment) a receiver, in either case, appointed under this Deed;
"Secured Liabilities"	means such amount of the Advance as remains outstanding from time to time
"Security Assets"	means all assets of the Chargor the subject of any security created by this Deed subject to any prior charges;
"Security Period"	means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
"Subsidiary"	means subsidiary as defined in Section 736 of the Companies Act 1985 (as amended).

1.2 Construction

1.2.1 If the Lender considers that an amount paid by the Chargor to it under the Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.2.2 A reference in this Deed to any assets includes, unless the context otherwise requires, present and future assets.

2. FIXED SECURITY

2.1 Creation of fixed security

The Chargor, as beneficial owner and as security for the payment of all the Secured Liabilities, charges in favour of the Lender:-

2.1.1 by way of a legal mortgage over the Mortgaged Property;

2.1.2 by way of fixed charge:-

- 2.1.2.1 all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession;
- 2.1.2.2 all moneys standing to the credit of any account with any person and the debts represented by them;
- 2.1.2.3 all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
- 2.1.2.4 all of the Chargor's book and other debts, the proceeds of the same and all other moneys due and owing to the Chargor and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- 2.1.2.5 any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- 2.1.2.6 its goodwill and uncalled capital, present and future; and
- 2.1.2.7 the benefit of all licences, consents, appointments and authorisations (statutory or otherwise) and all intellectual property (including, without limitation, copyrights) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them.

2.2 **Miscellaneous**

A reference in this Deed to a charge or mortgage of any freehold or leasehold property includes:-

- 2.2.1 all buildings and Fixtures on that property;
- 2.2.2 the proceeds of sale of any part of that property; and
- 2.2.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 During the continuance of this Debenture the Chargor shall:-

- 2.3.1 pay into a current account or a separate designated trust account (as the Lender may require) of the Chargor all monies which it shall receive in respect of the book debts and other debts hereby charged and pay or otherwise deal with such

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00104394

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th APRIL 1995 AND CREATED BY ALLIED LONDON PROPERTIES PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIED LONDON PROPERTIES PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th APRIL 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st MAY 1995.

M. Iqbal Dar
M. IKRAM DAR.

for the Registrar of Companies



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

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