

M**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

M21/24 FEB/W

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

To the Registrar of Companies

For official use

Company number

[CIVIL]

2218446

Name of company

* Florin Properties Limited

* insert full name
of company

Date of creation of the charge

19th February, 1988

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

Legal Charge

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode EC2P 2BX

Presentor's name address and
reference (if any):Granger & Co
1 Harley St W1
Ref AOC

Time critical reference

an:

For official Use
Mortgage Section

Post room

REGISTERED

3804
24/2.

TM

Short particulars of all the property mortgaged or charged

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this margin

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

Leasehold property known as Yard and workshop premises 210-216 Old Street
and 19-23 Mallow Street London EC1

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date

19th February 1988

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 19th February 1988
and created by FLORIN PROPERTIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Midland Bank plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 23rd February 1988

Given under my hand at the Companies Registration Office,
Cardiff the -2 MAR 1988

No. 2218446


E. CHURCH

Certificate and instrument received by

an authorised officer

.....
Date

C.69a

M

776-9 (395/A1)

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

For official use

Company number

2218446

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

To the Registrar of Companies

Name of company

* Florin Properties Limited

* Insert full name
of company

Date of creation of the charge

19th February, 1988

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

Legal Charge

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode EC2P 2BX

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

Handgrewds
1 Harley St
Ref 40C C41

For official Use
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Freehold premises known as 210-216 Old Street and 19-23 Mallow Street London
EC1

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)

NIL

Signed



Date 19th February 1988

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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 19th February 1988
and created by FLORIN PROPERTIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Midland Bank plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 23rd February 1988

Given under my hand at the Companies Registration Office,
Cardiff the 2 MAR 1988

No. 2218446

E Church.
E. CHURCH

Certificate and instrument received by

an authorised officer

Date 11/3

C.69a

M**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

M302 C

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

To the Registrar of Companies

For official use

Company number

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2218446

Name of company

* Florin Properties Limited

* insert full name
of company

Date of creation of the charge

15th September, 1988

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

Legal Charge dated 15th September, 1988

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

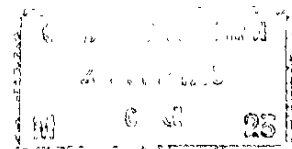
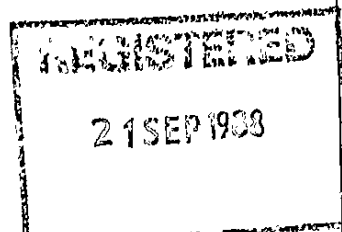
Postcode EC2P 2BX

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

MESSRS. BRECHER & CO.
78, BROOK STREET
LONDON, W1Y 2AD
(RJM/PVB/01542)

For official Use
Mortgage Section

Post room



Time critical reference

leasehold premises known as Penfold Industrial Estate Imperial Way Watford


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)

NIL

Signed



Date 19th September, 1988

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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 15th September 1988
and created by FLORIN PROPERTIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Midland Bank plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 21st September 1988

Given under my hand at the Companies Registration Office,
Cardiff the 29 SEP 1988

No. 2218446

Certificate and instrument received by

..... LC

Date 5.10/88

G. MORGAN

an authorised officer



Please do not
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this margin

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

M37 ✓

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

To the Registrar of Companies

For official use Company number

1017

2218446

Name of company

* FLORIN PROPERTIES LIMITED

*Insert full name
of company

Date of creation of the charge

12th December 1988

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

Debenture

Amount secured by the mortgage or charge

All monies and liabilities for the time being due or owing from or incurred by the Company or any Associated Company or any Guarantor (as defined in the Debenture) to the Mortgagee actually or contingently solely or jointly with any other or others in partnership or otherwise and whether as principal or surety on any account or in any manner whatsoever.

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

United Dominions Trust Ltd.,

1, Lyonsdown Road,

New Barnet, Herts

Postcode

EN5 1HU.

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

BERWIN LEIGHTON
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA.

SKIL/U27/440

Time critical reference

For official use
Mortgage section

REGISTERED

28 DEC 1988

Post room



Short particulars of all the property mortgaged or charged

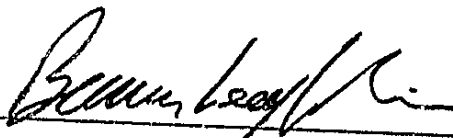
1. Legal mortgage over the property described in the Schedule below ("the Property") and all buildings and other structures now or from time to time thereon.
2. Without prejudice to the legal mortgage, fixed equitable charge over all and any proceeds of sale or other disposal or realisation of the Property payable or receivable before at or after completion of any such sale or other disposal or realisation and whether payable to or receivable by the Company or any agent or other person on its behalf or the Commissioners of Inland Revenue or any authority body or person whatsoever and the benefit of any account set up at any time in the name of or for the account of the Company into which the proceeds of any such sale or other disposal or realisation shall be deposited and all monies from time to time standing to the credit of any such account.

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



Date

22nd December 1988

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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Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

2218446

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

Name of company

FLORIN 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)

Please do not
write in this
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Please complete
legibly, preferably
in black type, or
bold block lettering

3. Fixed charge over all the present and future goodwill for the time being of the business conducted at the Property or upon any other property owned or in which the Company has an interest from time to time ("the Business") and all the present and future interest of the Borrower in the Licences (including without limitation all Justices and Excise Licences and Music and Dancing Licences) patents and trade names (statutory or otherwise) now or from time to time attached to the Property or any other property whatsoever and wheresoever or otherwise pertaining to the conduct of the whole or any part of the Business or elsewhere whatsoever and wheresoever or used in connection with the same and (as appropriate) each of them ("the Licences") and also the full right to recover and receive all compensation which may at any time become payable to the Company or any nominee of the Company by virtue of the Licensing Acts on account of the non-renewal of any of the Licences.

4. Fixed Charge over all present and future fixtures fittings machinery plant and equipment (including without limitation the foregoing furniture linen and cutlery) and other chattels annexed to situate at or used in connection with the Property or used in connection with the Business or anywhere else whatsoever and wheresoever.

5. Fixed equitable charge over the benefit of each and all of the personal covenants by the lessees or underlessees under the leases or underleases (as the case may be) subject to which the estate of the Company in the Property is held now or from time to time and each and all of the guarantees in respect of the obligations of lessees or underlessees under or pursuant to such leases or underleases whether given to the Company or any predecessor-in-title of the Company and the benefit of all rental deposits or other security given from time to time to secure the obligations of lessees or underlessees under or pursuant to such leases or underleases.

6. Fixed equitable charge over the benefit of each and all of the following including (without limitation) all rights of enforcement of the same:

- (a) The agreement or agreements now or hereafter entered into by the Company for (inter alia) the grant of any said lease or underlease of the whole or part of the Property and each and all of the contracts now or hereafter entered into by the Company with architects contractors quantity surveyors structural engineers and surveyors in respect of any development or refurbishment of or other works to the Property and each and all of the bonds or guarantees now or hereafter issued to or for the benefit of the Company in connection with all or any of such contracts.
- (b) The copyright and rights in the nature of copyright vested in the Company from time to time in any plans specifications and negatives prepared for or in connection with any development or refurbishment of or other works to the Property *or any other property whatsoever and wheresoever*

Please do not
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Particulars of a mortgage or charge (continued)

Continuation sheet No. 2
to Forms Nos 395 and 410 (Scot)

Company number

2218446

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

Name of company

FLORIN 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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legibly, preferably
in black type, or
bold block lettering

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legibly, preferably
in black type, or
bold block lettering

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

(c) The implied licence of the Company in any such plans specifications and negatives the copyright of which is not vested in the Company.

(d) All guarantees warranties and representations given or made by and any rights or remedies against all or any of the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the building or buildings erected or to be erected on the Property and any other person firm or company now or from time to time under contract with or under a duty to the Company.

(e) The benefit of any account set up at any time in the name or for the account of the Company with the Mortgagee and all monies from time to time standing to the credit of such account subject to the terms for the release of such monies or part thereof as may be agreed between the parties from time to time.

(f) All insurance policies in force from time to time in relation to the Property and all monies payable thereunder.

(g) The option provisions contained in a Lease dated 15th September 1988 and made between Brikom Investments Limited (1) the Company (2) and Rampgen Limited (3).

7. By way of specific equitable charge all book debts and other debts now or at any time in the future due or owing or incurred to it and arising in connection with the Business and all the proceeds of such debts together with all invoices statements and other original or copy documents now and from time to time held by or issued to it.

8. Floating Charge over all the assets property and undertaking of the Company whatsoever and wheresoever both present and future situate at or used in connection with the Business or elsewhere.

THE SCHEDULE

1. ALL THAT freehold property known as 210 to 216 (even) Old Street and 19 to 23 (odd) Mallow Street Finsbury registered at HM Land Registry with Freehold Absolute Title under Title Number NGL 193705.

2. ALL THAT leasehold property known as the yard and workshop premises on the East Side of Mallow Street registered at HM Land Registry with Title Number NGL 29418 as the same is comprised in a Lease dated 21st December 1966 and made between Wilen Limited (1) and J Wix & Sons Limited (2) for a term commencing on 21st December 1966 and expiring on 24th June 2018.

3. ALL THAT leasehold property known as the Penfold Trading Estate Imperial Way Watford as the same is comprised in a Lease dated 15th September 1988 for a term of 999 years from 24th June 1988 and made between Brikom Investments Limited (1) and Florin Properties Limited (2).

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

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Continuation sheet No. 3
to Forms Nos 395 and 410 (Scot)

Company number

2218446

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

Name of company

FLORIN PROPERTIES LIMITED

Limited*

*Delete if
inappropriate

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

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

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write in this
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NOTE

The Company may not without the prior written consent of the Mortgagee assign or factor all or any of the property assets or undertaking charged by the Debenture whatsoever and wheresoever both present and future ("the Charged Assets") and any part or parts thereof nor create or attempt or contract to create or suffer or permit to arise or subsist any mortgage charge pledge hypothecation lien or other security interest or encumbrance whatsoever over or in respect of all or any of the Charged Assets nor sell exchange convey assign lease transfer or otherwise deal with or dispose of or contract or purport to contract to any of such things or suffer to arise any set off or other third party rights in relation to all or any of the Charged Assets.

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 12th December 1988 and created by FLORIN PROPERTIES LIMITED for securing all moneys due or to become due from the Company, any Associated Company and or any Guarantor (as defined) to United Dominions Trust Limited on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 28th December 1988

Given under my hand at Companies Registration Office,
Cardiff the 13 JAN 1989


M. A. SMITH

No. 2218446

an authorised officer

Certificate and instrument received by

.....LC.....

.....

Date26/1.....

C.69

M

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

M35

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

[1011]

2218446

Name of company

* FLORIN PROPERTIES LIMITED

Date of creation of the charge

12th December 1988

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

Declaration of Trust and Charge of Cash Deposit

Amount secured by the mortgage or charge

All monies and liabilities which may now or hereafter from time to time be expressed to be due owing or incurred to United Dominions Trust Limited ("UDT") by the Company under a Facility Letter dated 22nd November 1988 from UDT to the Company and/or referred to in a Debenture or Debentures dated 12th December 1988 in favour of UDT whether actually or contingently and all costs charges and expenses owed to or incurred directly or indirectly by or on behalf of UDT in connection with the above or in relation to the enforcement or presentation of UDT's rights thereunder or under this or any such other security all on a full and unlimited indemnity basis and including value added tax or similar tax in respect thereof.

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

United Dominions Trust Ltd.,

1, Lyonsdown Road, New Barnet

Herts

Postcode

EN5 1HU.

Presenter's name, address and
reference (if any):29/12
BERWIN LEIGHTON
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA.

SKIL/U27/440

Time critical reference

For official use

Mortgage section

RECEIVED

28 DEC 1988

Post room



Short particulars of all the property mortgaged or charged

Fixed Charge of all the right title benefit and interest present and future in and to the obligation of UDT to make payment of all amounts standing to the credit of Florin No. 2 Account No. 13832 with UDT at its branch at Plantation House, 5th Floor "E" Section 10-15, Mincing Lane, London EC3M 3AH and all renewals and extensions of such account and all other monies now or hereafter standing to the credit of any account of the Company with UDT together with any interest from time to time accruing in respect thereof.

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

Berwin Leighton

Date

22nd December 1988

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.

Page 2



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoth Street, London SE1 5TS

1985 Edition
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★ ★

Companies M395



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 12th December 1988 and created by FLORIN PROPERTIES LIMITED for securing all moneys due or to become due from the Company to United Dominions Trust Limited under the terms of a Facility Letter dated 22nd November 1988, a Debenture dated 12th December 1988 and this Charge

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 28th December 1988

Given under my hand at Companies Registration Office,
Cardiff the 13 JAN 1989

M. A. SMITH

an authorised officer

No. 2218446

Certificate and instrument received by

.....

.....

Date 26.1.89

C.69



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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

For official use Company number

✓ 23/1
M252

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2218446

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

To the Registrar of Companies

Name of company

* FLORIN PROPERTIES LIMITED

*Insert full name
of company

Date of creation of the charge

29th December 1988

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

Legal Charge

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee/mortgagee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee together with any other sums defined as "Indebtedness" in the above mentioned Legal Charge.

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

Palmerston Holdings PLC

1 Bentinck Street

London

Postcode

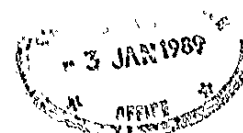
W1M 5RN

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

GRANGEWOODS
1 HARLEY STREET
LONDON W1A 4DG
REF: AB/DM
SL045

For official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See continuation sheets 1 and 2.

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)

N/A

Signed

R. J. Woods

Date

30/12/88

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.

Page 2



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoff Street, London SE1 5TS

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Companies M395

Short Particulars of the Property Mortgaged or Charged (Continued)
its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements).

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

6. First fixed legal charge over all the Company right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

7. In the event that the Mortgaged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, the Company agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Chargee by way of first fixed legal mortgage.

Note (Inter alia):

(a) The statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgaged Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.

(b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.

(c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.

(d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.

(e) The Company may not agree the review of rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.

(f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property.

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
marginContinuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

2218446

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

Name of company

FLORIN PROPERTIES LIMITED

Limited*

*Delete if
inappropriate

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

Short Particulars of the Property Mortgaged or Charged (Continued)

1. First fixed Legal Mortgage over all that freehold land and premises known as 155/169 The Parade, High Street, Watford as the same is registered with Absolute Title at H M Land Registry under title number HD 76848

(the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter belonging to it and all improvements and additions thereto.

2. First floating charge over all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property.

3. First fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Mortgaged Property.

4. First fixed legal charge over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage or other dealing with the Mortgaged Property or any part thereof or in respect of any compensation or other payment relating to the Mortgaged Property or any part thereof.

5. First fixed legal charge over all the Company's interest in and rights under any contracts or agreements for the sale, purchase, leasing, mortgaging, carrying out of works to, development or redevelopment of or other dealing with the Mortgaged Property or any part thereof (including for the avoidance of doubt

Cont...

Short Particulars of the Property Mortgaged or Charged (Continued)
its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements).

6. First fixed legal charge over all the Company right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

7. In the event that the Mortgaged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, the Company agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Chargee by way of first fixed legal mortgage.

Note (Inter alia):

(a) The statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgaged Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.

(b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.

(c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.

(d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.

(e) The Company may not agree the review of rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.

(f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 29th December 1988
and created by FLORIN PROPERTIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Palmerston Holdings PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd January 1989

Given under my hand at the Companies Registration Office,
Cardiff the 13 JAN 1989

No. 2218446

Certificate and instrument received by

..... L/K

Date 29/1. MD. MR.

P. T. Davies

P. T. DAVIES

an authorised officer

C.69a

M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge****403a**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

hb 5423C

To the Registrar of Companies

For official use Company number

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

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2218446

Name of company

* FLORIN PROPERTIES LIMITED

* insert full name
of companyI, COLIN ANTHONY GERSHINSON
of 31 CIRCUS ROAD, LONDON NW8† delete as
appropriate[a director] ~~[the secretary] [the administrator] [the administrative receiver]~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.paid or satisfied in [full] ~~[part]~~†

Date and Description of charge: 15 SEPTEMBER 1988 - LEGAL CHARGE

Date of Registration: 21.9.88

§ the date of
registration may be
confirmed from the
certificateName and address of [chargee] ~~[trustee for the debenture holders]~~: MIDLAND BANK§ insert brief
details of
propertyShort particulars of property charged: LEASEHOLD PREMISES KNOWN AS PENFOLD INDUSTRIAL
ESTATE, IMPERIAL WAY, WATFORD,And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.Declared at 42 Welbeck Street
London W1

Declarant to sign below

the 25th day of January
one thousand nine hundred and ninety
before me [Signature]A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsSIMMONS
STEIN & CO.
SOLICITORS
58 QUEEN ANNE STREET
LONDON
TELEPHONE
FACSIMILEPresenter's name address and
reference (if any):3011
BRECHER & CO
78 BROOK STREET
LONDON W1Y 2AD
REF: ABB/DCFor official Use
Mortgage Section

Post room

27 JAN 1990

COMPANIES HOUSE
27 JAN 1990

Declaration of satisfaction in full or in part of mortgage or charge

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

985
S 424C
HB

403a

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

To the Registrar of Companies

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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2218446

Name of company

* FLORIN PROPERTIES LIMITED

* insert full name
of company

COLIN ANTHONY GERSHINSON

31 CIRCUS ROAD, LONDON NW8

† delete as appropriate

1. ~~A director~~ of the above company, do

‡ insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full] ~~[part]~~;

Date and Description of charge: 19 FEBRUARY 1988 - LEGAL CHARGE

Date of Registration 23.2.88

the date of registration may be confirmed from the certificate

1/ Name and address of [chargee]~~[trustee for the debenture holders]~~ MIDLAND BANK PLC

§ insert brief details of property

Short particulars of property charged\$ FREEHOLD AND LEASEHOLD PROPERTY AT 210/216 OLD STREET AND 19/23 MALLOW STREET, LONDON EC1

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 42 Welbeck Street Declarant to sign below
London W1

the 25th day of January
one thousand nine hundred and ninety
before me Ray Linn

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

**SIMMONS
STEIN & Co.
SOLICITORS
58 QUEEN ANNE STREET
LONDON W1M 9LA
TELEPHONE 01-224 6006
FACSIMILE 01 224 2764**

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

BRECHER & CO
78 BROOK STREET
LONDON W1Y 2AD
REF: ABB/DC

**For official Use
Mortgage Section**

Post room

COMPANIES HOUSE
27 JAN 1990

M

14

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of company

To the Registrar of Companies

For official use

M11
Company number

2218446

Name of company

*FLORIN PROPERTIES LIMITED (the "Company")

Date of creation of the charge

2nd July 1990

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

Legal Charge

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee/mortgagee (the "Chargee") by the Company Benjamin & Edward Limited and/or Audit & General Properties plc (the "Obligors") whether solely or jointly and whether as principal or surety or in respect of which the Obligors may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee together with any other sums defined as "Indebtedness" in the above mentioned Legal Charge.

69AYU please insert The Company +/or Benjamin
& Edward Limited +/or Audit & General
properties plc

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

Palmerston Investment Trust Limited

42 Welbeck Street

London

Postcode W1M 8AY

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

Brecher & Co
78 Brook Street
London W1M 8AY
Ref: ABB

For official Use
Mortgage Section**REGISTERED**

- 3 JUL 1990

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See continuation sheets 1 and 2

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)

Nil

Signed

Breckard G.

Date

2/7/90

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)**Please do not
write in this
marginContinuation sheet No. 1
to Forms Nos 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

2218446

*Delete if
inappropriate

Name of company

FLORIN PROPERTIES LIMITED

Limited*

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

Short Particulars of the Property Mortgaged or Charged (Continued)

1. First fixed Legal Mortgage over all that Leasehold property known as The Penfold Trading Estate, Imperial Way, Watford, as the same is comprised in a Lease dated 15 September 1988 for a term of 999 years from the 24 June 1988 and made between Brikom Investments Limited (1) and the Company (2)

(the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter belonging to it and all improvements and additions thereto.

2. First floating charge over all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property.

3. First fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Mortgaged Property.

4. First fixed legal charge over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage or other dealing with the Mortgaged Property or any part thereof or in respect of any compensation or other payment relating to the Mortgaged Property or any part thereof.

5. First fixed legal charge over all the Company's interest in and rights under any contracts or agreements for the sale, purchase, leasing, mortgaging, carrying out of works to, development or redevelopment of or other dealing with the Mortgaged Property or any part thereof (including for the avoidance of doubt

Cont...

Short Particulars of the Property Mortgaged or Charged (Continued)
its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements).

6. First fixed legal charge over all the Company right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

7. In the event that the Mortgaged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, the Company agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Chargee by way of first fixed legal mortgage.

Note (Inter alia):

(a) The statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgaged Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.

(b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.

(c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.

(d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.

(e) The Company may not agree the review of rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.

(f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 2nd JULY 1990
and created by FLORIN PROPERTIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from THE COMPANY AND/OR BENJAMIN & EDWARD LIMITED
AND/OR AUDIT & GENERAL PROPERTIES PLC to PALMERSTON INVESTMENT TRUST
LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act

1985, on the 3rd JULY 1990

Given under my hand at the Companies Registration Office,

Cardiff the 9th JULY 1990

No. 2218446

A handwritten signature in dark ink, appearing to read 'M. A. Smith'.

M. A. SMITH

an authorised officer

C.69a(Y4)

M

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not write in this margin

Pursuant to section 403(1) of the Companies Act 1985

348C

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

To the Registrar of Companies

For official use

Company number

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2218446

Name of company

* FLORIN PROPERTIES LIMITED

* Insert full name of company

I MICHAEL FIELDING

of 6 HANOVER TERRACE REGENTS PARK LONDON NW1

† delete as appropriate

{a director} {the secretary} {the administrator} {the administrative receiver} of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in {full} {part} †

‡ Insert a description of the instrument(s) creating or evidencing the charge eg 'Mortgage', 'Charge', 'Debenture' etc.

Date and Description of charge ‡ 2 July 1990 - Legal Charge

Date of Registration ø 3 July 1990

o the date of registration may be confirmed from the certificate

Name and address of {chargee} {trustee for the debenture holders} PALMERSTON INVESTMENT TRUST LIMITED, 42 WELBECK STREET, LONDON W1

Short particulars of property charged § Penfold Trading Estate, Imperial Way, Watford

§ Insert brief details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 1 Harley Street
London W1A 4DE

Declarant to sign below

the 26th day of April
one thousand nine hundred and ninety one

before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

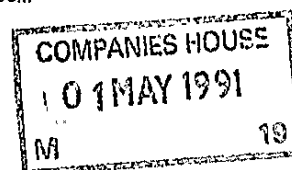
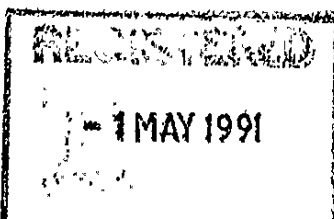
Presentor's name, address and reference (if any):

Brecher & Co
78 Brook Street
London W1Y 2AD

ABB/KPN/11159

For Official Use
Mortgage Section

Post Room



Paul A. Sabben	Paul A. Sabben	Paul A. Sabben	Howard Elman
Richard A. Sabben	Richard A. Sabben	Richard A. Sabben	David P. Moss
Valerie Z. Brecher	Valerie Z. Brecher	Valerie Z. Brecher	Ismine Hughes
Gerald Sherrill	Gerald Sherrill	Gerald Sherrill	Consultants
Alan Langlois	Alan Langlois	Alan Langlois	Tessa Radnick
Gillian Bishop	Gillian Bishop	Gillian Bishop	Edward J. C. Alham
Doreen Harris	Doreen Harris	Doreen Harris	
Robert Wiedner	Robert Wiedner	Robert Wiedner	
Henry Taper	Henry Taper	Henry Taper	

Partnership Secretary: Carol A. Parrott

BRECHER & CO

s o l i c i t o r s

78 Brook Street London W1Y 2AD

Telephone 071 493 5141

Fax 071 493 6255

Telex 263486 Breclaw G

DX 13 London

Our ref ABB/KPN/11159

Your ref

29 April 1991

The Registrar of Companies
Companies House
Crown Way
Maindy
Cardiff CF4 3UZ

Dear Sir

Florin Properties Limited - Co No: 2218446

We enclose herewith:-

- (i) two forms 288 acknowledging resignations of Peter North and Harvey Selby as directors of the above company *Edet*
- (ii) two forms 403a.

Yours faithfully

Brecher & Co.

BRECHER & CO



Avenue Louise 170, B-1050 Brussels BELGIUM
Telephone (32) 610 5012 Fax (32) 610 5347

Associate Offices
53 Avenue de Breteuil, 75007 Paris FRANCE
Telephone (33) 1 45 67 01 03 Fax (33) 1 45 67 33 86

Facellstrasse 1, D-8000 Munich GERMANY
Telephone (49) 22 26 85 Fax (49) 22 26 82

Registered in the Luxembourg register of companies

M

COMPANIES FORM No.403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not write in this margin

Pursuant to section 403(1) 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

† Insert full name of company

Name of company

* FLORIN PROPERTIES LIMITED

† delete as appropriate

‡ Insert a description of the instrument(s) creating or evidencing the charge eg 'Mortgage', 'Charge', 'Debenture' etc.

□ the date of registration may be confirmed from the certificate

§ Insert brief details of property

I MICHAEL FIELDING

of 6 HANOVER TERRACE REGENTS PARK LONDON NW1

{a director} {the secretary} {the administrator} {the administrative receiver} of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in {full} {part} †

Date and Description of charge ‡ 29 December 1988 - Legal Charge

Date of Registration § 3 January 1989

Name and address of {chargee} {trustee for the creditors of the company} PALMERSTON INVESTMENT TRUST LIMITED, 42 WELBECK STREET, LONDON W1

Short particulars of property charged § 155/169 The Parade, High Street, Watford

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 1 Harley Street
London W1A 4DE

Declarant to sign below

the 26th day of April
one thousand nine hundred and ninety one

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

Brecher & Co
78 Brook Street
London W1Y 2AD

ABB/KPN/11159

For Official Use

Mortgage Section

- 1 MAY 1991

Post Room

COMPANIES HOUSE
101 MAY 1991

M

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

Name of company

*

Florin Properties Limited

Date of creation of the charge

23rd November 1992

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

Deed

Amount secured by the mortgage or charge

All monies and liabilities which may now or hereafter from time to time be due owing or incurred to United Dominions Trust Limited ("UDT" which expression includes its successors and assigns) by the Company whether actually or contingently or whether solely or jointly with any other or others in partnership or otherwise and whether as principal or surety on any account or otherwise in any other manner whatsoever

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

~~United Dominions Trust Limited~~

116 Cockfosters Road

Barnet
Herts

Postcode

EN4 0DY

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

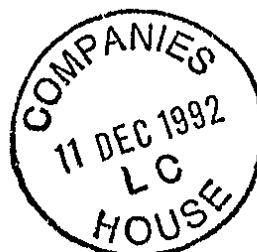
Berwin Leighton
Adelaide House
London Bridge
London EC4R 9HA
Ref: NFJ/h693/151/11

For official Use
Mortgage Section

Post room

REGISTERED

11 DEC 1992



Time critical reference

Page 1

Short particulars of all the property mortgaged or charged

1. By way of security assignment all rents licence fees and other like sums payable under each and all of the leases underleases licences or other occupational interests subject to which the Company's interest in the leasehold land being Penfold Works Imperial Way Watford Herts registered at HM Land Registry with title absolute under title number HD249934 (and in any other properties from time to time charged to UDT by the Company) including all VAT payable on or in respect of the same and all insurance proceeds in respect of loss of rent insurance (including service charges and other similar payments and VAT thereon) and all rights and enforcement of the same.
2. (Subject to the provision of the Deed) by way of first fixed charge all of the Company's right title benefit and interest present and future in all monies standing to the credit of the account numbered 4070 held at UDT at 100 Wood Street London and all renewals and extensions thereof and all other monies now or hereafter standing to the credit of any account of the Company with UDT together in all such cases (unless otherwise agreed in (Contd.....)

Please do not
write in
this margin

Please complete
legit . . preferably
in black type, or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed Berni Heighan

Date 9th December 1992

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)**

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

2218446

Name of company

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)

Please do not
write in this
binding margin

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

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

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Please do not
write in this
binding margin

writing by UDT) with any interest and other sums from time to
time accruing in respect thereof.

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

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 23rd NOVEMBER 1992
and created by FLORIN PROPERTIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to UNITED DOMINION TRUST LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th DECEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 16th DECEMBER 1992

No. 2218446

Peter C Nash
PETER C NASH
an authorised officer

C.69a

L.C.
14.12.16/12
HC0216

M

COMPANIES FORM No.405(1)

Notice of appointment of receiver or manager

405(1)

Pursuant to section 405(1) of the Companies Act 1985

Please do not
write in this
binding margin

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

insert full name
of company

insert name and
address of
receiver/manager

delete as
appropriate

name of court
making the order

enter description
and date of the
instrument under
which appointment
is made, and state
whether it is a
debenture secured
by a floating charge

To the Registrar of Companies
(Address overleaf)

For official use

Company number

NI 1111

2218446

Name of company

* Florin Properties Limited

We United Dominions Trust Limited
of 116 Cockfosters Road, Barnet EN4 0DY

give notice that

to Christopher Wray Sudlow and Joseph Robert Ferris Lulham
of Slater Chapman & Cooke, 16A St James's Street, London
SW1A 1ER

was appointed as [receiver] [manager] [receiver and manager] of [part of] the property of the company.

The appointment was made by
[signature] of the [us] on 8th June 1993

~~made by~~ me/us

~~made by~~ me/us under the powers contained in a Debenture
dated 12th December 1988 secured by a fixed and floating charge

Signed Lovell White Durrant
Lovell White Durrant for United Dominions Trust Ltd

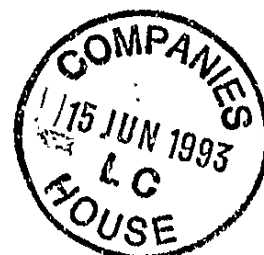
Date 14.6.1993

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

Lovell White Durrant
65 Holborn Viaduct
London EC1A 2DY
Ref: P1/DL
Tel: 071 236 0066

For official Use
Liquidation Section

Post room



Time critical reference

M

COMPANIES FORM No.405(1)

Notice of appointment of receiver or manager

405(1)

Pursuant to section 405(1) of the Companies Act 1985

Please do not write in this binding margin

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

2100

2218446

Name of company

* FLORIN PROPERTIES LIMITED

X/We HILL SAMUEL BANK LIMITED
of 100 WOOD STREET, LONDON EC2P 2AJ

give notice that

6194-1

3548-1

o insert name and address of receiver/manager

o CHRISTOPHER WRAY SUDLOW AND JOSEPH ROBERT FERRIS LULHAM BOTH OF
SLATER CHAPMAN AND COOKE, 16AST JAMES'S STREET, LONDON SW1A 1ER

† delete as appropriate

were ~~was~~ appointed as ~~receiver/manager~~ [receiver and manager] of ~~part of~~ the property of the company.

The appointment was made by

§ name of court making the order

~~in an order of the~~

‡ enter description and date of the instrument under which appointment is made, and state whether it is a debenture secured by a floating charge

made on 11th June 1994 under the powers contained in a Legal Mortgage
dated 12th December 1988, the benefit of which was transferred to us on 24th
November, 1992, over Penfold Trading Estate, Imperial Way, Watford. Such
appointment was confirmed by us on 4th February, 1994. The appointment does
not extend to assets of the Company, subject to a charge which, as created, is
was a Floating Charge.

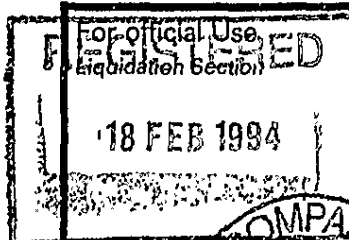
Signed Linklaters & Paines
FOR HILL SAMUEL BANK LIMITED

Date 11.2.94

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

Linklaters & Paines
(Ref:JSCW/ELR)
Barrington House
59/67 Gresham Street
London EC2V 7JA

Time critical reference



Post room

