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\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

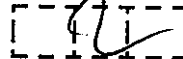
# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2231668

2231168

Name of company

\* SOLITAIRE PROPERTY MANAGEMENT COMPANY LIMITED

Date of creation of the charge

21 March 1997

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

Mortgage Debenture

Amount secured by the mortgage or charge

All sums of money which have been or are or may from time to time be advanced to the company from time to time by the Bank together with all other indebtedness and liabilities incurred by the company to the Bank present and future actual and/or contingent whether incurred solely severally jointly or as principal or surety together with all costs charges expenses arising therefrom

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

AIB Group (UK) p.l.c. of 4 Queen Street Belfast BT1 3DJ

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

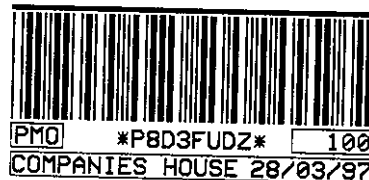
Fladgate Fielder Solicitor  
Heron Place, 3 George  
Street, London  
W1H 6AD

BAE 15886.1

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See attached

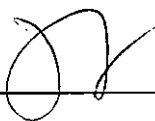
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in black type, or  
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Particulars as to commission allowance or discount (note 3)

None

Signed



Date 27 March 1997

On behalf of [company] [mortgagee/chargee] †

† delete as  
appropriate

- 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.

- (1) by way of legal mortgage all estates and interests in any freehold and/or leasehold property ~~(referred to in the Schedule hereto)~~ and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in such freehold and/or leasehold property (together "the Legally Mortgaged Property") and/or the proceeds of sale of the Legally Mortgaged Property;
- (2) by way of fixed equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of this security belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder (together "the Equitably Charged Property") and/or the proceeds of sale of the Equitably Charged Property;
- (3) (a) by way of fixed charge all book debts and other debts now and from time to time due or owing to the Company ("the Book and Other Debts") and (subject to the provisions of Clause 8(2) hereof) all moneys which the Company receives in respect thereof;
- (b) by way of fixed charge all balances standing to the credit of any current, deposit or other account of the Company with the Bank (including, inter alia, any account with the Bank designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other bankers, financial institutions or similar third parties ("the Credit Balances");
- (4) by way of fixed charge all stocks, shares and/or other securities in any other body corporate whether or not certificated (together "the Securities") now or at any time during the continuance of this security belonging to 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) and all rights in respect of or incidental to the Securities;
- (5) by way of fixed charge the goodwill and the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the direction of the Company or a Receiver or a Liquidator) and the licences, patents, patent applications, trade names and rights in trademarks, copyrights, whether registered or not, rights in the nature of copyright, registered designs, know how, inventions, rights in confidential information, service marks and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company (together the "Goodwill and Intellectual Property");
- (6) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment now or at any time during the continuance of this security belonging to the Company other than insofar as it is part of the Company's stock in trade (together "the Equipment"); and
- (7) by way of floating charge its undertaking and all its other property, assets and rights whatsoever and wheresoever present and/or future, including those expressed as charged by way of fixed charge if, and to the extent that, such charge may fail

(whether by virtue of the laws of England and Wales or the laws of any other jurisdiction in which the relevant property, asset or right is located or to which it is subject) for any reason to operate as a fixed charge (hereinafter called "the Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Book and other Debts, the Credit Balances, the Securities, the Goodwill and Intellectual Property, the Equipment and all other property hereby mortgaged or charged collectively called "the Charged Property" which expression may be taken to refer to the real and/or the personal or incorporeal property hereby mortgaged or charged as the context may require or admit).

Each charge, mortgage or assignment by way of security hereby created is separate, independent of and distinct from and in addition to every other such charge, mortgage or assignment.

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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. 02231168

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 21st MARCH 1997 AND CREATED BY SOLITAIRE PROPERTY MANAGEMENT COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AIB GROUP (UK) PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th MARCH 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd APRIL 1997.

  
A. J. WAKEHAM

for the Registrar of Companies



C O M P A N I E S   H O U S E

AP  
2/4  
post