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in black type, or
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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

[151]

2536231

Name of company

*CHELSEA VILLAGE LIMITED ("the Company")

Date of creation of the charge

26 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, obligations and liabilities now or at any time hereafter due, owing or incurred by the Company to The Co-operative Bank p.l.c. ("the Bank") on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person) including interest, discount, commission, bank charges and other charges and expenses charged by the Bank such interest being calculated and compounded in accordance with the usual practice of the Bank for the time being as well after as before any demand made or judgment obtained under the Debenture.

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

THE CO-OPERATIVE BANK p.l.c.

P O BOX 101, 1 BALLOON STREET

MANCHESTER

Postcode

M60 4EP

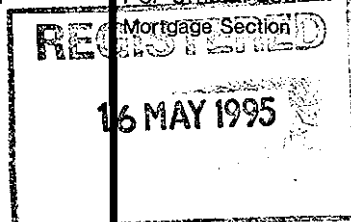
Presentor's name address and
reference (if any);

HALLIWELL LANDAU
ST JAMES'S COURT
BROWN STREET
MANCHESTER
M2 2JF

SZC C5142.1042

Time critical reference

For official use



Post room



Short particulars of all the property mortgaged or charged

1. By way of legal mortgage - all freehold and leasehold property of the Company as at 26 April 1995 and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;
2. By way of fixed charge - all estates and interests of the Company in freehold, leasehold and other immoveable property (wherever situate), now or at any time hereafter during the continuance of the security belonging to or charged to the Company and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;

(The property referred to in paragraphs 1 and 2 above and each and every part of it being referred to as "the Property")

3. By way of fixed charge - the benefit of all rights, both present and future, of the Company under covenants for title given in relation to

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Particulars as to commission allowance or discount (note 3)

NOT APPLICABLE

Signed

Hellinell London

Date

15TH May 1995

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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

2536231

Name of Company

CHELSEA VILLAGE LIMITED

Limited*

* delete if
inappropriate

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

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

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the Property and the benefit of all its rights, both present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental and other income) and, in each case, the Company's rights against guarantors and sureties for the obligations of such persons.

4. By way of fixed charge - the benefit of all rights, both present and future, of the Company under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property;
5. By way of fixed charge - the benefit of all rights, both present and future, of the Company against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property;
6. By way of fixed charge - all licenses, consents and authorisations (both public and private), both present and future, held by the Company in connection with any of its activities;
7. By way of fixed charge - all plant, machinery, vehicles, computers and other equipment, both present and future, held by the Company (unless it forms part of its stock in trade or work in progress) and the benefit of all its rights, both present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement;
8. By way of fixed charge - all goodwill and uncalled capital, both present and future, of the Company;
9. By way of fixed charge - all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, now and at any time during the continuance of the security comprised in the Debenture owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto;
10. By way of fixed charge - all interests in and rights under policies of insurance and assurance now or at any time during the continuance of the security belonging to the Company, and all its rights, both present and future, to other compensation monies from time to time payable in respect of all property, assets and rights of the Company, both present and future, which are for the time being subject to the security created by or pursuant to the Debenture including each and every part thereof;
11. By way of fixed charge - all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them, now or at any time during the continuance of the security comprised in the Debenture belonging to the Company including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights;
12. By way of fixed charge - all book and other debts now and from time to time due or owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money now or at any time during the continuance of the security comprised in the Debenture belonging to the Company, together

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2536231

Name of Company

CHELSEA VILLAGE LIMITED

Limited*

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

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

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with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens, any mortgage, charge, assignment by way of security, pledge, lien, (save where arising by operation of law in the usual course of business) hypothecation, preferential right (save as arising under the general law for the protection of certain class of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security, or other security interest of any kind); and

13. By way of floating charge - all the undertaking, property and assets of the Company, whatever and wherever, both present and future (including heritable and other property and assets in Scotland) except to the extent effectively charged by way of fixed charge under 1 to 12 above.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02536231

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th APRIL 1995 AND CREATED BY CHELSEA VILLAGE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th MAY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th MAY 1995.

A. J. WAKEHAM

for the Registrar of Companies

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

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