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in black type, or
bold block lettering

* 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

6111

2642802

Name of company

*G.F. O'BRIEN (HOLDINGS) LIMITED

("the Company")

Date of creation of the charge

31 August 1995

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

MORTGAGE DEBENTURE between the Company (1) Statim Finance Ltd (2) and the Secured Parties (3) (as defined in the Debenture)

Amount secured by the mortgage or charge

1 All moneys which have been or are now or may hereafter from time to time be advanced to the Company by any of the Secured Parties.2 All other indebtedness and/or liabilities whatsoever of the Company to any of the Secured Parties present future actual and/or contingent and whether incurred as principal or surety.3 Any monies due and owing to AAH Plc, M&S Toiletries Ltd and/or any subsidiary of AAH Plc as defined in the Debenture in respect of Trading Debts as defined in the Debenture and any liabilities which Statim Finance Limited may incur in respect of the Company under its guarantee given to Barclays Bank Plc as referred to in the Debenture.4 On a full indemnity basis all costs charges expenses and other sums incurred in relation to the realisation enforcement protection or perfection of rights under the Debenture and the security constituted thereby or the recovery of any of the indebtedness referred to in the Debenture to any of the secured parties or by any Receiver.5 Interest & charges upon or relating to all advances indebtedness liabilities costs expenses and other moneys at the rate of 1.25% p.a. above the Base Rate of Barclays Bank Plc or the rate of interest imposed by Barclays Bank Plc under the terms of the Loan or Guarantee or either of them as defined in the Debenture whichever shall be the higher.

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

STATIM FINANCE LIMITED Hampton Court Tudor Road Manor Park Runcorn

Cheshire WA7 1TX For and on behalf of itself and the Secured Parties as

defined in the Debenture.

Postcode

WA7 1TX

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

Paris, Smith & Randall
Lansdowne House
Castle Lane
Southampton
Hants., SO9 4FD

NV.NC.

Time critical reference

For official use

Mortgage Section

Post room



PMO *P2RVEEMR* 396
COMPANIES HOUSE 08/09/95

Short particulars of all the property mortgaged or charged

Firstly: A fixed Legal Mortgage on all estates and interest in any freehold or leasehold property of the Company including Leasehold premises at 9 Oxtan Road Birkenhead Merseyside
Secondly: a fixed Legal Charge on all fixed plant machinery including trade fixtures owned by the Company from time to time.
Thirdly: fixed equitable charge on all estates and interest in any freehold and leasehold property now and at any time during the continuance of the security under the Debenture belonging to or charged to the Company including all Licences held.
Fourthly a fixed charge on all stocks shares and other securities in any other body corporate now or at any time during the continuance of the security created by the Debenture belonging to the Company including all loan capital indebtedness or liabilities on account; all rights in respect of or incidental to such securities.
Fifthly a fixed charge on the goodwill and uncalled capital of the Company now or at any time hereafter in existence and all future calls.
Sixthly all Licences Patents Patent applications trade marks copyrights rights in the nature of copyright registered designs and all other intellectual property rights now or any time during the continuance of the security created by the Debenture belonging to the Company.
Seventhly A floating charge over the undertaking and all other property assets and rights whatsoever and wheresoever present/and/or future including without limitation all stock in trade of the Company and all book and other debts now and from time to time owing to the Company and all proceeds thereof.

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Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date 6 September 1995

On behalf of ~~[company]~~ (mortgagee/chargee) xxx

† 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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02642802

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 31st AUGUST 1995 AND CREATED BY G.F. O'BRIEN HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO STATIM FINANCE LIMITED AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE DEBENTURE) UNDER THE TERMS OF THIS MORTGAGE DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th SEPTEMBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th SEPTEMBER 1995 .

RICHARD NEIL OWENS

for the Registrar of Companies



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

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