

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

M1436

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

M74c

2785677

* ABINGTON COURT INVESTMENTS LIMITED

Date of creation of the charge

18TH day of JUNE 19 93

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

MORTGAGE DEBENTURE

Amount secured by the mortgage or charge

All liabilities of the Company present and future
actual and/or contingent to Allied Irish Banks, p.l.c.

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

Allied Irish Banks, p.l.c.

31-33 Newport Road Cardiff

Postcode

CF2 1AB

28 JUN 1993

23 JUN 1993

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

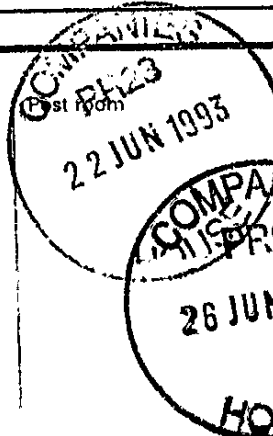
Ironsides Ray & Vials
9 Spencer Parade
Northampton
NN1 5AH
Ref: MPG

For official Use
Mortgage Section

REGISTERED

26 JUN 1993

Time critical reference



Short particulars of all the property mortgaged or charged

1. A fixed equitable charge over the Company's estate or interest in all freehold or leasehold property now or at any time belonging to or charged to the Company (other than the property described in 6 below) and the benefit of all other agreements or licences relating to land to which from time to time the Company is a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and any fixed plant and machinery owned by the Company thereon from time to time and the proceeds of sale of all or any of the foregoing ("the Equitably Charged Property")
- 2(a). A fixed charge over all book debts and other debts now or at any time due or owing to the Company and all proceeds thereof but so that the Company shall pay into the Company's account with the Bank or, if directed by the Bank into a special or specific designated account with the Bank either in the name of the Company or the Bank or in the joint names of the Company and the Bank all monies which it may receive in respect thereof and shall not without the prior consent in writing of the Bank sell, factor, discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon to do so by the Bank from time to time execute legal assignments of such book and other debts to the Bank.
- (b). A fixed charge over all credit balances of the Company with other bankers or other third parties but so that the Company shall inform the Bank of the existence of any such credit balances and shall if so directed by the Bank transfer such credit balances into an account with the Bank and the Company shall not without the prior written consent of the Bank sell or otherwise charge or assign the same in favour of any other person or purport to do so.

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 Jonathan King

Date 18 June 1993

On behalf of ~~[company]~~ [mortgagee/chargee] x

Allied Irish Bank plc

† 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
margin

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

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

Company number

2785677

*Delete if
inappropriate

Name of company

ABINGTON COURT INVESTMENTS

Limited*

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

Mortgage Debenture

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
margin

All liabilities of the Company present and future actual and/or contingent
to Allied Irish Banks plc

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

Please do not
write in this
margin

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

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

Allied Irish Bank plc,
31/33 Newport Road,
Cardiff.
CF2 1AB
South Glamorgan.

3. A fixed charge over all stocks, shares and/or other securities now or at any time owned by 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) in (or from) any subsidiary or associated Company or in relation to which certificates of which are deposited with or held by the Bank or its agents together with all rights in respect of or incidental to such stock, shares and other securities ("the Securities").
4. A fixed charge over the goodwill, licences, patents, patent applications, trademarks, copyrights, rights in the nature of copyright, registered designs and all other intellectual property rights now or at any time belonging to the Company ("the Goodwill and Intellectual Property").
5. A fixed charge over the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a receiver appointed under the terms of the Mortgage Debenture or a liquidator).
6. A floating charge over the undertaking and all other property, assets and rights present and future of the Company but so that the Company shall not without the prior consent in writing of the Bank create any mortgage or charge ranking in priority to or pari passu with this floating charge or sell or otherwise dispose of the whole or, except in the ordinary course of business and for full value, any part of the Company's undertaking.
7. A Charge by way of Legal Mortgage over the following property and the proceeds of sale thereof ("the Legally Mortgaged Property"):-

15 Thursby Road, Northampton

N.B. The Mortgage Debenture contains, inter alia, the following additional restrictions prohibiting the Company without the prior consent in writing of the Bank from:-

- (a) creating any mortgage, or other security interest over the Equitably Charged Property, the Goodwill and Intellectual Property, the Securities or the Legally Mortgaged Property or any part of or interest in the same;
- (b) exercising the statutory power of releasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Mortgaged Property;
- (c) Parting with possession of the Equitably Charged Property or the Legally Mortgaged Property or any part thereof or conferring upon any person, firm, company or body whatsoever any licence, right to occupy it or any part thereof.

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 18th JUNE 1993
and created by ABINGTON COURT INVESTMENTS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to ALLIED IRISH BANKS p.l.c.

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 26th JUNE 1993

Given under my hand at the Companies Registration Office,
Cardiff the 30th JUNE 1993

No. 2785677

Dx 30/6

J.M. Evans
J. M. EVANS

an authorised officer

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

W145C
8

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

To the Registrar of Companies

For official use

Company number

[211]

2785677

Name of company

* ABINGTON COURT INVESTMENTS LIMITED

("the Company")

* insert full name
of company

Date of creation of the charge

Second day of July 19 93

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

Legal Mortgage ("the Mortgage") made between (1) the Company and
(2) Allied Irish Banks, p.l.c. ("the Bank").

Amount secured by the mortgage or charge

- (1) All sums of money advanced to the Company by the Bank;
- (2) All other indebtedness and/or liabilities whatsoever of the Company to the Bank;
- (3) All costs and expenses incurred by the Bank in relation to the Mortgage and/or any such advances indebtedness and/or liabilities;
- (4) The amount of any acceptance or other credits and any cheque notes or bills from time to time given or assumed by the Bank and all commission discount and banking charges; and
- (5) Interest and charges upon or relating to all such advances indebtedness liabilities unpaid interest costs and expenses acceptance credit cheques notes bills commission discount and banking charges.

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

Allied Irish Banks, p.l.c.

(Branch Address): 31-33 Newport Road Cardiff CF2 1AB South Glamorgan

Postcode

12 JUL 1993

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

Ironsides Ray & Vials
9 Spencer Parade
Northampton
NN1 5AH

Ref: RH/LAS

Time critical reference

For official Use
Mortgage Section

REGISTERED

14 JUL 1993

Post room

FAX REC 14.7.93



Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

The Company also charged by way of specific charge the goodwill and connection of the business or businesses from time to time carried on by or for the account of the Company upon all or any part of the mortgaged property and the benefit of all licences (if any) held in connection therewith ("the Goodwill").

The Company also charged by way of floating security all moveable plant machinery implements furniture equipment and stock-in-trade work-in-progress and other chattels of the Company at any time placed on or used in or about the mortgaged property.

The Company covenants with the bank not without the prior written consent of the bank to create or permit to subsist any mortgage charge or other incumbrance in favour of any third party of or affecting the mortgaged property (including the Goodwill and the property charged by way of floating security) or any part or parts thereof.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

[Signature]

Date

6 July 1993

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

Allied Irish Bank plc

† 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

IRONSIDES RAY & VIALS
SOLICITORS

9 Spencer Parade, Northampton NN1 5AH. Telephone: 0604 234800
Fax: 0604 232624 DX: 12402

Our Ref:

Your Ref:

Date:

RH/LAS

14 July 1993

For the Attention of Mrs Evans
The Registrar of Companies
Mortgage Section 3
Companies Registry
DX 33050
CARDIFF

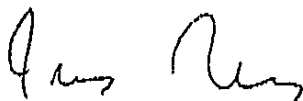
By DX and By Fax No: (0222) 380827

Dear Sir,

Re: Abington Court Investments Ltd.

We refer to our conversation with Mrs. Evans of Mortgage Section 3 and co. firm the Application submitted re: mortgage dated 2nd July 1993 is in respect of No. 28 Thursby Road, Northampton. We trust this is what is required. Sorry you have been troubled!

Yours faithfully,



Partners: Robin Hambley, Jeremy Stafford, Nigel Jones,
Peter Mah, Malcolm Redcliffe, William Tyler (Notary Public), Paul Guppy, Jim Collins, Ralph Harris,
Alan Kiddle, Charles Osborne (Notary Public), Maura Gannon, Peter Harrington, Christopher McKinnon, Malcolm Gilbert

Associates: Angela Mansfield, Deborah Tyrrell, Sandra Garvey

Solicitors: Rosemary Bateman, David Simpson, Simon Fiske, Mark Milne, Peter Jones, Nigel Chapman, James Connelly

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 1993
and created by ABINGTON COURT INVESTMENTS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to ALLIED IRISH BANKS p.l.c.

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 14th JULY 1993

Given under my hand at the Companies Registration Office,
Cardiff the 15th JULY 1993

No. 2785677

DX 15/7

J. M. Evans
J. M. EVANS

an authorised officer

C.69a

M

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

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

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

310

2785677

Name of company

* ABINGTON COURT INVESTMENTS LIMITED

("the Company")

Date of creation of the charge

Twenty Eighth day of February 19 94

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

Legal Mortgage ("the Mortgage") made between (1) the Company and (2) Allied Irish Banks, p.l.c. ("the Bank").

Amount secured by the mortgage or charge

- (1) All sums of money advanced to the Company by the Bank;
- (2) All other indebtedness and/or liabilities whatsoever of the Company to the Bank;
- (3) All costs and expenses incurred by the Bank in relation to the Mortgage and/or any such advances indebtedness and/or liabilities;
- (4) The amount of any acceptance or other credits and any cheque notes or bills from time to time given or assumed by the Bank and all commission discount and banking charges; and
- (5) Interest and charges upon or relating to all such advances indebtedness liabilities unpaid interest costs and expenses acceptance credit cheques notes bills commission discount and banking charges.

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

Allied Irish Banks, p.l.c.

(Branch Address): 31/33 Newport Road Cardiff CF2 1AB South Glamorgan

Postcode

Presenter's name address and reference (if any)

London Ray & White

100 Bishopsgate

London EC2N 4DP

01-475311

100 Bishopsgate

For official use

For official Use

Mortgage Section

Post name

- 2 MAR 1994

2785677

Short particulars of all the property mortgaged or charged

33 Edith Street Northampton

The Company also charged by way of specific charge the goodwill and connection of the business or businesses from time to time carried on by or for the account of the Company upon all or any part of the mortgaged property and the benefit of all licences (if any) held in connection therewith ("the Goodwill").

The Company also charged by way of floating security all moveable plant machinery implements furniture equipment and stock-in-trade work-in-progress and other chattels of the Company at any time placed on or used in or about the mortgaged property.

The Company covenants with the bank not without the prior written consent of the bank to create or permit to subsist any mortgage charge or other incumbrance in favour of any third party of or affecting the mortgaged property (including the Goodwill and the property charged by way of floating security) or any part or parts 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)

NIL

Signed

Michael Mayfield

Date 28 February 1994

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

FILE COPY



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

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

COMPANY No. 02785677

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 28th FEBRUARY 1994 AND CREATED BY ABINGTON COURT INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIED IRISH BANKS PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd MARCH 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th MARCH 1994.

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

J. M. EVANS

for the Registrar of Companies



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

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

Name of company

41111

2785677

* ABINGTON COURT INVESTMENTS LIMITED
("the Company")

Date of creation of the charge

27 day of May 1994

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

Legal Mortgage ("the Mortgage") made between (1) the Company and
(2) Allied Irish Banks, p.l.c. ("the Security Trustee") in its capacity as trustee for itself
and AIB Finance Limited.

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to Allied Irish Banks, p.l.c.
and/or AIB Finance Limited.

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

Allied Irish Banks, p.l.c. (as Security Trustee aforesaid)

(Branch Address) 31/33 Newport Road, Cardiff

Postcode CF2 1AB

Presentor's name address and
reference (if any):
Ironsides Ray & Vials
9 Spencer Parade
Northampton
NN1 5AH
(Ref: DAC)

For official Use
Mortgage Section

Post room

REGISTERED

-7 JUN 1994



AG67W148

RECEIPT DATE: 07/06 14

Time critical reference

-7 JUN 1994

Short particulars of all the property mortgaged or charged

By way of Legal Mortgage the freehold/leasehold property known as
16 Thursby Road, Northampton
(as the same is registered at H.M. Land Registry under title number: NN 37237
("the Mortgaged Property").

The Company also charged by way of specific charge the goodwill and connection of the business or businesses from time to time carried on by or for the account of the Company upon all or any part of the Mortgaged Property ("the Goodwill").

The Company also charged by way of floating security all moveable plant, machinery, implements, furniture, equipment, stock-in-trade, work-in-progress and other chattels of the Company at any time placed on or used in or about the mortgaged property.

The Company covenants with the Security Trustee not without the prior written consent of the Security Trustee to create or permit to subsist any mortgage charge or other encumbrance in favour of any third party or affecting the Mortgaged Property (including the Goodwill and the property charged by way of floating security) or any part or parts thereof.

Please do not
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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

27th May 1994

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.
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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02785677

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 27th MAY 1994 AND CREATED BY ABINGTON COURT INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIED IRISH BANKS, p.l.c. AS AGENT AND SECURITY TRUSTEE FOR ITSELF AND AIB FINANCE LIMITED AND/OR AIB FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th JUNE 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JUNE 1994.

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

J. M. EVANS

for the Registrar of Companies



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

HC0206