

**M***eg*

COMPANIES FORM No. 395

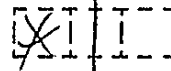
**Particulars of a mortgage or charge****395**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

*M11*Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf—Note 5)

For official use

Company number



1911331

Name of company

\* insert full name  
of company\* ~~WHITTLE JONES GROUP LIMITED~~ (the "Company")

Date of creation of the charge

1st October 1993

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

Guarantee and debenture (the "Guarantee and Debenture") made between the Company and The Governor and Company of the Bank of Scotland (the "Security Trustee")

Amount secured by the charge

All actual, contingent, present and/or future obligations and liabilities of the Company to any of the Security Trustee, the Facility Agent, the Banks and the Working Capital Banks (as such terms are defined in a loan agreement (the "Loan Agreement") dated 28th September 1993 made between TJH Group Limited (1), the Banks (as defined therein) (2), The Governor and Company of the Bank of Scotland (as Facility Agent and Security Trustee) (3) and (4) and the Working Capital Banks (as defined therein) (5)) under or pursuant to any of the Guarantee and Debenture or any of the Financing Documents (as defined in the Loan Agreement)

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

The Governor and Company of the Bank of Scotland  
The Mound  
Edinburgh

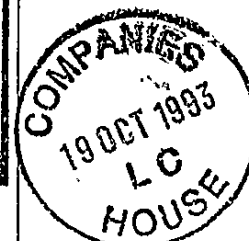
Postcode

EH1 1YZ

Presentor's name address and  
reference (if any):WILDE SAPTE  
Queensbridge House  
60 Upper Thames Street  
London EC4V 3BD  
Ref: PEL:446300For Official Use  
Mortgage Section**REGISTERED**

19 OCT 1993

Post Room



Time critical reference

Short particulars of all the property charged

- (i) by way of legal mortgage all estates or interests in the freehold, leasehold and other immoveable property described in the Schedule below and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Company (the "Legally Mortgaged Property");
- (ii) by way of fixed charge all estates or interests in any freehold, leasehold and other immoveable property at the date of the Guarantee and Debenture or at any time during the continuance of the security comprised in the Guarantee and Debenture belonging to the Company (other than the Legally Mortgaged Property and such property situate in Scotland) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;

SEE CONTINUATION SHEET 1

Please do not  
write in  
this margin

Please complete  
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bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Wilde Supto*

Date

*19/10/93*

On behalf of [company] [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.
- 5 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not  
write in this  
binding margin

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

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

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

Company number

1911331

Name of company

WHITTLE JONES GROUP LIMITED (the "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  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

- (iii) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Company both present and future;
- (iv) by way of fixed charge all book and other debts at the date of the Guarantee and Debenture or at any time thereafter due or owing to the Company together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof;
- (v) by way of fixed charge all credit balances of the Company with other bankers or third parties;
- (vi) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of:
  - (a) any Subsidiary (as defined in the Loan Agreement); and
  - (b) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Guarantee and Debenture or thereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing, other than those stocks, shares, debentures, bonds, notes, loan capital of any company the subject of a Share Charge (as defined in the Loan Agreement);
- (vii) by way of fixed charge the goodwill of the Company and its uncalled capital at the date of the Guarantee and Debenture or at any time thereafter in existence;
- (viii) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of the Guarantee and Debenture or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions;
- (ix) by way of fixed charge the benefit of all justices excise or other licences or registration certificates (the "Licences") held from time to time in connection with the business carried on at any of the Legally Mortgaged Property and the right to recover and receive any compensation payable at any time on account of the non-renewal of the Licences;
- (x) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Security Trustee by way of fixed charge by sub-Clause 3.1 of the Guarantee and Debenture or pursuant to any other Security Document (as defined in the Loan Agreement) entered into by the Company.

"Charged Property" means the property, assets and income of the Company mortgaged or charged to the Security Trustee (whether by way of legal mortgage, fixed or floating charge) by or pursuant to the Guarantee and Debenture and each and every part thereof.

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

2

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Please complete  
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Company number

1911331

Name of company

WHITTLE JONES GROUP

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

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SCHEDULE

The Legally Mortgaged Property

PROPERTY

TITLE

NONE

The Company shall not without prior written consent of the Security Trustee:-

- (a) create or permit to subsist any mortgage, charge, assignment for the purpose of security, pledge, lien, rights of set-off, arrangements for retention of title to goods or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security or other security interest of any kind whatsoever or any agreement whether expressed to be conditional or otherwise, to create any of the same and excluding all security interests under any of the Security Documents (as defined in the Loan Agreement);
- (b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets save as permitted under the Loan Agreement;
- (c) vary, surrender, cancel, assign or otherwise dispose of or permit to be forfeited any leasehold interest forming part of the Charged Property or agree any rent review;
- (d) except as permitted by the Loan Agreement and sub-Clause 9.3(d) of the Guarantee and Debenture, part with possession of the whole or any part of, or confer on any other person any right or licence to occupy, or grant any licence to assign or sub-let any land or buildings forming part of the Charged Property;
- (e) other than as provided in the Guarantee and Debenture, allow any person other than itself to be registered under the Land Registration Act 1925 as proprietor of the Charged Property or any part thereof or create or permit to arise any overriding interest affecting such property.

ZCM/L395-RBSd

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 1st OCTOBER 1993  
and created by WHITTLE JONES GROUP LIMITED

for securing all moneys due or to become due from the Company to THE  
GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS AGENT AND TRUSTEE FOR THE  
SECURED PARTIES (AS THEREIN DEFINED) under the terms of THIS CHARGE AND  
ANY OF THE FINANCING DOCUMENTS (AS THEREIN DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 19th OCTOBER 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 22nd OCTOBER 1993

No. 1911331

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

... ..

an authorised officer

C.69

LC  
22.10.93