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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

2

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[] [] [] []

1950511

Name of company

* EUXTON HOUSE LIMITED ("the Chargor")

Date of creation of the charge

4th February 1997

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

Guarantee and Debenture made between the Chargor (1) and The Governor and Company of the Bank of Scotland ("the Security Trustee")

Amount secured by the mortgage or charge

All monies which are now or may at any time thereafter become due and payable by any member of the Charging Group (as defined by a Loan Agreement dated 28th September 1993 ("the Loan Agreement") as amended by letters dated 1st October 1993 26th February 1994 18th April 1994 and 7th June 1994 made between TJH Group Limited ("the Borrower") certain Banks the Security Trustee as Facility Agent and Security Trustee and certain Banks as working capital Banks) to any or all of the Secured Parties (as defined in the "Loan Agreement") pursuant to the Financing Documents (as defined in the "Loan Agreement") together with all costs and expenses incurred by the Security Trustee in relation to the Guarantee and Debenture and the protection or enforcement of its rights thereunder

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

The Mound

Edinburgh ("the Security Trustee")

Postcode

EH1 1YZ

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

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

145 LONDON
Ref: SJB/446300/FY0268572.01

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

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1. By way of Legal Mortgage -
2. By way of Fixed Charge all estates or interest in the freehold leasehold and other immoveable property now or at any time during the continuance of the security belonging to the chargor (other than that legally mortgaged) 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 chargor
3. By way of Fixed Charge all plant machinery vehicles computers and office and other equipment owned by the chargor both present and future
4. By way of Fixed Charge all book and other debts now or at any time thereafter due or owing to the chargor together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof ("the Debts")
5. By way of Fixed Charge all credit balances of the chargor with other bankers or third parties ("the Credit Balances")
6. By way of Fixed Charge all stocks shares debentures bonds notes loan

Particulars as to commission allowance or discount (note 3)

Signed

Wm W

Date

7/2/97

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)

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Company Number

1950511

Name of Company

EUXTON HOUSE LIMITED ("the Chargor")

Limited*

* delete if
inappropriate

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

1. *Introduction*
 2. *Methodology*
 3. *Results*
 4. *Discussion*
 5. *Conclusion*
 6. *References*
 7. *Appendix*
 8. *Index*
 9. *Glossary*
 10. *Notes*
 11. *Footnotes*
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Capital of:

- (a) Any Subsidiary
- (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 then or thereafter belong to the Chargor 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 and any company the subject of a Share Charge

7. By way of Fixed Charge the goodwill of the Chargor and its uncalled capital then or at any time thereafter in existence

8. By way of Fixed Charge all copyrights patents patent applications licences trade marks trade names knowhow and inventions or other rights of every kind deriving therefrom then or at any time thereafter belonging to the Chargor and all fees royalties and other rights of every kind deriving from such copyrights patents trade marks trade names knowhow and inventions

9. 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 property legally mortgaged and the right to recover and receive any compensation payable at any time on account of the non-renewal of the Licences

10. By way of Floating Charge the whole of the Chargor'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

N.B. The Chargor covenants that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:-

- (a) Create or permit to subsist any encumbrance whether ranking in priority to or pari passu with or after the mortgages and charges created save as permitted by 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
- (d) 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 sublet any land or buildings forming part of the Charged Property except as permitted by the Loan Agreement
- (e) Allow any person to be registered as proprietor of any part of the Charged Property or create or permit to arise any overriding interest therein
- (f) Grant occupational leases for more than three years of any of the properties subject to the legal mortgage detailed above

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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. 01950511

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 4th FEBRUARY 1997 AND CREATED BY EUXTON HOUSE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY MEMBER OF THE CHARGING GROUP (AS DEFINED BY A LOAN AGREEMENT DATED 28th SEPTEMBER 1993), AS AMENDED BY LETTERS DATED 1st OCTOBER 1993, 26th FEBRUARY 1994, 18th APRIL 1994 AND 7th JUNE 1994, TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, AS AGENT AND REUSTEE FOR THE SECURED PARTIES PURSUANT TO THE FINANCING DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th FEBRUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th FEBRUARY 1997.

A handwritten signature in cursive script, reading 'M. Ikram Dar'.

M. IKRAM DAR.

for the Registrar of Companies



COMPANIES HOUSE

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fm