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\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

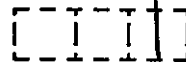
# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2879716

Name of company

\* L.G.S. INVESTMENTS PLC (the "Issuer")

Date of creation of the charge

22nd May 1995

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

Trust Deed (the "Trust Deed") dated 22nd May, 1995 between the Issuer and Bankers Trustee Company Limited (the "Trustee") constituting and securing the £73,000,000 8.75 per cent. Secured Bonds due 2020 of the

Amount secured by the mortgage or charge

The principal of and interest on the Bonds and all other moneys and liabilities, whether actual or contingent, from time to time due or owing by the Issuer under or pursuant to the Trust Deed (as amended and supplemented from time to time)

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

Bankers Trustee Company Limited as Trustee

1 Appold Street,

Broadgate, London

Postcode

EC2A 2HE

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

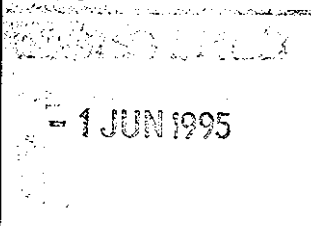
Allen & Overy  
One New Change  
London EC4M 9QQ

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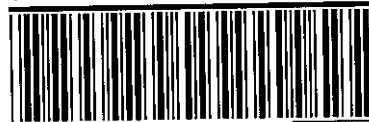
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For official use

Mortgage Section



Post room



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COMPANIES HOUSE 01/06/95

Assignment and transfer by way of first fixed legal mortgage of all the Issuer's rights, title, interest and benefit, present and future, in and to the Loan Instruments (as defined below);

assignment of all the Issuer's rights, title, interest and benefit, present and future, in and to all rights and property whatsoever which may from time to time and at any time be derived from, accrue on or be offered in respect of the Loan Instruments in any way whatsoever (including, without limitation, by way of redemption, exchange or conversion) and including all rights to receive payment of any amounts which may become payable thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;

first fixed charge on all the Issuer's rights, title, interest and benefit, present and future, in and to all sums of money which may now be or hereafter are from time to time standing to the credit of account no. 298808 (Location 02) maintained by the Issuer in its name with Union Bank of Switzerland, London Branch, together with all interest accruing from time

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Particulars as to commission allowance or discount (note 3)

Commission of 5/8 per cent. of the principal amount of the Bonds.

Signed

*Allen & Overy*

Date *1 June* 1995

On behalf of ~~company~~ mortgagee/chargee<sup>†</sup>

<sup>†</sup> 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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Please complete  
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Company Number

2879716

Name of Company

L.G.S. INVESTMENTS PLC

Limited\*

\* delete if  
inappropriate

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

Issuer (the "Original Bonds") and any further Bonds issued under the Terms and Conditions of the Original Bonds in exchange for the Original Bonds (together with the Original Bonds, the "Bonds")

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

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bold block lettering

to time thereon and the debt represented thereby; and

first fixed charge on all the Issuer's rights, title, interest and benefit, present and future, in, to and under the Placing Agreement dated 11th May, 1995 made between the Issuer and UBS Limited and the Contracts for Loan Instruments (together the "Contracts for Loan Instruments") each dated 10th May, 1995 made between each of the Authorities (as defined below) and UBS Limited, in each case including all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payment to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof.

"Loan Instruments" means the loan instruments (within the meaning of section 43 of the Local Government and Housing Act 1989) issued (i) on 22nd May, 1995 by (i) the following local authorities (together the Authorities") in the following principal amounts:

Local Authority	Principal Amount
Brentwood District Council	£4,000,000
City of Carlisle	£6,000,000
Colchester Borough Council	£8,000,000
Eastbourne District Council	£3,000,000
East Hertfordshire District Council	£2,400,000
Gravesham Borough Council	£3,200,000
Selby District Council	£2,600,000

and (ii) at any time after 22nd May, 1995 by some or all of the Authorities under the Contracts for Loans Instruments and which are purchased by the Issuer in accordance with the provisions of the Trust Deed.

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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. 02879716

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TRUST DEED DATED THE 22nd MAY 1995 AND CREATED BY L.G.S. INVESTMENTS PLC. FOR SECURING THE PRINCIPAL OF AND INTEREST ON THE BONDS AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANKERS TRUSTEE COMPANY LIMITED (AS TRUSTEE) ON ANY ACCOUNT WHATSOEVER UNDER OR PURSUANT TO THE TRUST DEED (AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st JUNE 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JUNE 1995.

*N. S. Berkley*  
N. S. BERKLEY

for the Registrar of Companies



C O M P A N I E S   H O U S E

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6/6/95