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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

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

U3

2880822

Name of company

* THI PLC

Date of creation of the charge

11th APRIL 1996

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

DEBENTURE

Amount secured by the mortgage or charge

All monies obligations and liabilities now or at any time hereafter due owing or incurred by the Company to the Chargee under a Facility Letter from the Chargee to the Company dated 4th April 1996 and under the documents therein referred to.

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Under a F L dtd 4/4/96

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

THE CO-OPERATIVE BANK PLC of P O BOX 101 1 BALLOON STREET MANCHESTER

Postcode M60 4EP

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

CHAFFE STREET
SOLICITORS
BROOK HOUSE
70 SPRING GARDENS
MANCHESTER M2 2BQ

For official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

1. by way of legal mortgage all freehold and leasehold property of the Company at the date of this Debenture (including the property specified in the Schedule) and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;
2. by way of fixed charge of all estates and interests of the Company in freehold, leasehold and other immoveable property (wherever situate) now or at any time hereafter during the continuance of this security belonging to or charged to the Company and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;
3. by way of fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the Property (as defined in Clause 20.1 of the Debenture) and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being

Cont/d

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Particulars as to commission allowance or discount (note 3)

Signed 

Date 12.4.96

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.

Page 2

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

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

Please complete
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Company number

2880822

Name of company

THI PLC

× Limited*

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

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

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(including rights to rental and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons;

4. by way of fixed charge the benefit of all its rights, present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property;
5. by way of fixed charge the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property;
6. by way of fixed charge all licences, consents and authorisations (both public and private), present and future, held by it in connection with any of its activities;
7. by way of fixed charge all its plant, machinery, vehicles, computers and other equipment, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement;
8. by way of fixed charge all its goodwill and uncalled capital, present and future;
9. by way of fixed charge all stocks, shares and other securities (including debt securities) owned by the Company, together with all rights, business or entity, now and at any time during the continuance of this security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto;
10. by way of fixed charge all interests in and rights under policies of insurance and assurance now or at any time during the continuance of this security belonging to the Company, and all its rights, present and future, to other compensation monies from time to time payable in respect of the Charged Assets (as defined in Clause 20.1) of the Debenture;
11. by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them, now or at any time during the continuance of this security belonging to the Company, including all the Company's rights under any agreements, both present and future, relating to the use or exploitation of such rights;
12. by way of fixed charge all book and other debts now and from time to time due or owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money now or at any time during the continuance of this security belonging to the Company, together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances (as defined in Clause 20.1 of the Debenture); and

continued.....

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

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company number

2880822

Name of company

THI PLC

~~limited~~*

*delete if
inappropriate

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

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

Please complete
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13. by way of floating charge all its undertaking, property and assets, whatever and wherever, both present and future (including heritable and other property and assets in Scotland) except to the extent effectively charged under the preceding provisions.

Please complete
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The Company has covenanted with the Chargee not to sell transfer assign factor discount or otherwise dispose of any charged asset without the prior written consent of the Chargee (except by way of a disposal at market value in the course of trading of charged assets charged by way of floating charge only) or attempt or agree to do so and not without the Chargee's consent to create or allow any encumbrance over any charged asset (whether ranking in priority to pari passu with or subsequent to the security created by the Debenture or attempt or agree to do so.

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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. 02880822

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th APRIL 1996 AND CREATED BY THI PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE BANK PLC UNDER A FACILITY LETTER DATED 4th APRIL 1996 AND UNDER THE DOCUMENTS REFERRED TO THEREIN WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th APRIL 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th APRIL 1996.


D. JENKINS

for the Registrar of Companies

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

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