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COMPANIES FORM No 395

SR184006 E10-20

Particulars of a mortgage or charge

395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the mortgage or charge.

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

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

2880822

Name of Company

*insert full name of
company

* THI Public Limited Company

Date of creation of the charge

13 July 2000

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

Fixed and Floating Security Document (the "Security Document")

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to the Bank under or in connection with the Facility Agreement (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank plc

54 Lombard Street, London

Postcode

EC3P 3AH

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

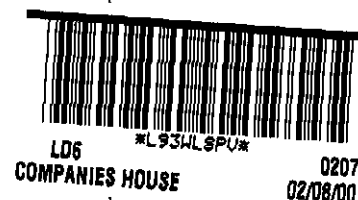
Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 0207 456 2000

Ref: DWHE

Time critical reference

For official Use
Mortgage Section

Post room



(PLEASE SEE ATTACHED CONTINUATION SHEET)

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 Linklater

Date 02/08/00

On behalf of ~~mortgagee~~/chargee[†]

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payable to
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[†] Delete as appropriate

Note

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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

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mortgage or
charge.

Short particulars of all the property mortgaged or charged

The Company, with full title guarantee and as security for the payment and discharge of all Liabilities, charges in favour of the Bank:

- 1 **Fixed Charges:** by way of first fixed charge, all Shares and Dividends both present and future
- 2 **Floating Charge:** by way of first floating charge, its undertaking and all its assets, both present and future (including without limitation assets expressed to be charged by paragraph 1 (Fixed Charges) and Bank Accounts)

Note (1): The Security Document provides that:

- 1 **Security:** The Company shall not (and shall not agree to) create or have outstanding any Security over the Charged Assets except for:
 - 1.1 the Charges; and/or
 - 1.2 any Security granted over any Charged Assets which are subject to the charge created in paragraph 2 (Floating Charge) which the Company has to provide to a third party in order to secure funding provided by that third party to a Subsidiary of the Company for an Approved Project (as defined in the Shareholders Agreement dated 19 December 1996).
- 2 **Disposal:** The Company shall not (and shall not agree to) sell, factor, discount, transfer, assign, lease or hire out, lend or otherwise dispose of the Charged Assets except in the ordinary course of its business.
- 3 **Conversion by Notice:** The Bank may convert the floating Charge into a fixed Charge (either generally or specifically) by notice to the Company specifying the relevant Charged Assets at any time after an Enforcement Event occurs.
- 4 **Automatic Conversion:** If:
 - 4.1 the Company takes any step to create any Security in breach of paragraph 1 (Security) over any of the Charged Assets not subject to a fixed Charge or
 - 4.2 any person takes any step to levy any distress, attachment, execution or other legal process against any of those Charged Assetsthe floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Bank" means Barclays Bank plc

"Bank Accounts" means those bank accounts described in Schedule 2 of the Security Document and all other current, deposit or other accounts of the Company with any bank or financial institution and all balances at the date of the Security Document or in the future standing to the credit of those accounts

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

Short particulars of all the property mortgaged or charged

"Dividends" means all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of any of the Shares
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of any of the Shares
- (c) offers and rights accruing or offered in respect of any of the Shares and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any of the Shares.

"Enforcement Event" means an Event of Default as defined in the Facility Agreement.

"Facility Agreement" means the Amendment and Restatement Agreement dated 13 July 2000 between the Company and the Bank in relation to a £25,000,000 Facility Letter dated 18 December 1996

"person" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing

"rights" includes rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever)

"Security" includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (and **"secured"** shall be construed accordingly)

"Shares" means:

- (a) all present and future shares in THI Retail (EP) Limited a company incorporated in England and Wales (number 3455683).
- (b) all present and future warrants, options and other rights to subscribe for, purchase or otherwise acquire those shares.

"Subsidiary" means in respect of any person a subsidiary undertaking of that person within the meaning of Section 258 of the Companies Act 1985 and in the case of the Company specifically includes but is not limited to either of THI Retail (EP) Limited, THI Alcobendas S.A., THI Leisure Founder Limited, THI Deutschland Projekt Herne GmbH, THI Sant Cugat S.A. and THI Alava S.A. or any of them.



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 FIXED AND FLOATING SECURITY DOCUMENT DATED THE 13th JULY 2000 AND CREATED BY THI PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC UNDER OR IN CONNECTION WITH THE FACILITY AGREEMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th AUGUST 2000.

R. C. P.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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