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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

14

3047122

Name of company

* TGE GROUP LIMITED (the "Chargor")

* insert full name
of company

Date of creation of the charge

21st August 1996

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

Working Capital Collateral Account Charge dated 21st August 1996 (the "Charge") made between the Chargor and National Westminster Bank Plc as agent and trustee for the Secured Parties

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Chargor to all or any of the Secured Parties under or pursuant to any of the Financing Documents (the "Secured Obligations").

Definitions:

"Financing Documents" means the credit agreement dated 21st December 1995 as amended and restated by an Amendment and Restatement Agreement dated 21st August 1996 (together the "Credit Agreement"), the Fees Letter, the Interest Rate Protection Agreements and the Security Documents (all as defined in the Credit Agreement);

"Secured Parties" means all and each of the Banks (including in their capacity as an Overdraft Bank) and the Agent.

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

National Westminster Bank Plc of Juno Court, 24 Prescott Street, London

as agent and trustee for the Secured Parties (the "Agent")

Postcode

E1 8BB

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

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

145 LONDON
AEB/616389/BF186684.01

Time critical reference

For official use
Mortgage Section

Post room



The Chargor with full title guarantee assigned absolutely to the Agent as agent and trustee for the Secured Parties all the Chargor's right, title, benefit and interest in and to the Charged Account(as defined below) including, without limitation, the balances standing to the credit of the Charged Account(as defined below) from time to time and at any time as a continuing security in favour of the Agent for the discharge on demand of the Secured Obligations.

NOTE: In Clause 7(b) of the Charge the Chargor covenanted as follows:-
The Chargor will not, without prior written consent of the Agent, sell, assign (by operation or otherwise) or, save as permitted under the Credit Agreement, otherwise dispose of any of the Charged Property or create or suffer to exist any Encumbrance upon or with respect to any of the Charged Property other than the Charge.

DEFINITIONS:

"Charged Account" means the Chargor's account 95600523 held with National Westminster Bank Plc at Lombard Street Branch, London and designated "NatWest Bank re: TGE Group Limited" and includes any renewal or re-designation thereof;

Cont/...

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Wilde Septe


Date

4 / 9 / 96

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

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"Charged Property" means the property, rights and assets of the Chargor charged and/or assigned to the Agent by or pursuant to the Charge and each and every part thereof;

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, retention of title provisions, hypothecation or preferential right or trust arrangement for the purpose of, or which has the effect of, granting security or other security interest of any kind whatsoever, and any agreement, whether conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or reacquired by a member of the Group;

"Group" means Newco (as defined in the Credit Agreement) and each of its Subsidiaries (as defined in the Credit Agreement) from time to time.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03047122

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A WORKING CAPITAL COLLATERAL ACCOUNT CHARGE DATED THE 21st AUGUST 1996 AND CREATED BY TGE GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALL OR ANY OF THE SECURED PARTIES (AS DEFINED THEREIN) UNDER OR PURSUANT TO ANY OF THE FINANCING DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th SEPTEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th SEPTEMBER 1996.

N. S. Berkley

N. S. BERKLEY

for the Registrar of Companies



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