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bold block lettering

\*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

[115]

3047122

Name of company

\* TGE Group Limited (formerly known as 222nd Shelf Investment Company Limited) (the "Company")

Date of creation of the charge

19th September 1996

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

Supplemental deed (the "Supplemental Deed") between the Company and National Westminster Bank Plc in its capacity as agent and trustee for the Secured Parties (as defined below) (the "Security Trustee") (cont)

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Company to any of the Secured Parties (as defined below), under or pursuant to, all or any of the Financing Documents (as defined in the Credit Agreement dated 21st December 1995 (the "Credit Agreement") made between the Company, TG Group Inc, the Banks, the Facility Agent, the Security Trustee and the Overdraft Bank) (including, for the avoidance of doubt, the Guarantee and Debenture as amended by the Supplemental Deed) (the "Secured Obligations").

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

National Westminster Bank Plc of 135 Bishopsgate, London

as Security Trustee

Postcode

EC2M 3UR

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

Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS  
CLM/616389/BF0192581.01  
145 LONDON

For official use  
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

By the Supplemental Deed, the Company has assigned with full title guarantee (and to the intent that the security so constituted shall be a continuing security for the payment of the Secured Obligations) by way of security in favour of the Security Trustee all of the Company's rights, title and interest (both present and future) in all and each of the Acquisition Documents (as defined below).

"Acquisition Documents" means each and all of the Acquisition Agreement, the Asset Agreement and the Tax Deed (as such terms are defined in the Credit Agreement).

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Wilde Sapt*

Date

*30th September 1996*

On behalf of [company] [~~mortgagee~~/<sup>chargee</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)

CHA 116

Please complete  
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Company Number

3047122

Name of Company

|   |          |
|---|----------|
| TGE Group Limited (formerly known as 222nd Shelf Investment Company<br>Limited) (the "Company") | Limited* |
|---|----------|

\* delete if  
inappropriate

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

to a guarantee and debenture dated 21st December 1995 (the "Guarantee and Debenture") between the same parties.

"Secured Parties" means all and each of the Security Trustee in its capacity as Facility Agent, Security Trustee and Overdraft Bank and the Banks (as each such term is defined in the Credit Agreement).

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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. 03047122

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED THE 19th SEPTEMBER 1996 AND CREATED BY TGE GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC (AS AGENT AND TRUSTEE FOR THE SECURED PARTIES) ON ANY ACCOUNT WHATSOEVER UNDER OR PURSUANT TO ALL OR ANY OF THE FINANCING DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT DATED 21ST DECEMBER 1995) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st OCTOBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd OCTOBER 1996.

*W. Grandon*  
W. GRANDON

for the Registrar of Companies



COMPANIES HOUSE

HC026B

LC  
HM  
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