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COMPANIES FORM No. 395

AC 00400024

395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

CHFP025

To the Registrar of Companies

For official use

Company Number

Please complete
legibly, preferably in
black type, or bold
block lettering

Name of company

TERRACE HILL NORTH EAST LIMITED (the "Chargor")

Date of creation of the charge

4 October 2002

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

Mortgage of Shares dated 4 October 2002 (the "Mortgage") made between the Chargor and the Bank (as defined below)

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the Borrower to the Bank except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (the "Secured Liabilities").

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

Anglo Irish Asset Finance Plc, trading as Anglo Irish Development Finance, 10 Old Jewry, London EC2R 8DN and its successors, transferees and assigns (the "Bank")

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

Theodore Goddard
Box 500 Companies House
London WC1B 3XD

Ref: 188/720/7031.6835

ALD8/101761 v1

For official use
Mortgage Section

Post room

Time critical reference



LD5
COMPANIES HOUSE

LJABTFSR

0272
18/10/02

1. SECURITY

1.1 The Chargor, in consideration of the Bank entering into the Facility Agreement at the request of the Borrower as security for the Secured Liabilities and in the manner specified in paragraph 2 of this 395:

- (a) mortgaged and charged and agreed to mortgage and charge to the Bank all of the Shares, the same to be a security by way of a first mortgage; and
- (b) mortgaged and charged and agreed to mortgage and charge to the Bank all the Related Rights accruing to all or any of the Shares, the same to be a security by way of a first mortgage or charge.

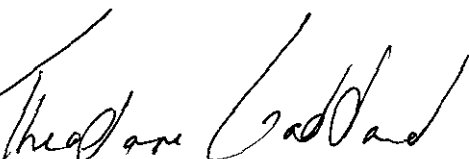
PROVIDED THAT:

- (1) whilst no Event of Default exists, all dividends and other distributions

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

17/10/02

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

paid or payable as referred to in paragraph 1.1(b) above may be paid directly to the Chargor (in which case the Bank or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Bank shall be paid promptly by it to the Chargor; and

- (2) whilst no Event of Default exists, all voting rights attaching to the Shares may be exercised by the Chargor or, where the shares have been registered in the name of the Bank or its nominee, as the Chargor may direct in writing, and the Bank and any nominee of the Bank in whose name the Shares are registered shall execute any form of proxy or other document reasonably required in order for the Chargor to do so.

2. TITLE GUARANTEE

Every disposition effected by the Mortgage is made with full title guarantee. The other terms of the Mortgage do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

3. RESTRICTIONS ON DEALINGS

3.1 In the Mortgage the Chargor undertook to the Bank:

- (a) not to assign, pledge, or otherwise encumber the whole or any part of the Security Assets to anyone other than the Bank; and
- (b) not to take or permit the taking of any action whereby the rights attaching to any of the Security Assets or any other shares in the Chargor are altered or further shares in The Chargor are issued.

4. DEFINITIONS

In this Form 395, the following words have the following meanings:

"Borrower" means Terrace Hill (Westminster House) Limited (Registered in England and Wales No 04436267)

"Event of Default" has the meaning given to that term in a Deed of Debenture dated 4 October 2002 made between the Borrower (1) and the Bank (2).

"Facility Agreement" means a facility letter between the Bank and the Borrower dated 26 June 2002.

"Related Rights" means, in relation to the Shares, all dividends and other distributions paid or payable after the date of the Mortgage on all or any of the Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Shares or in substitution or exchange for any of the Shares.

"Security Assets" means the Shares together with all Related Rights in respect of the Shares.

"Shares" means one (1) fully paid up ordinary share of £1.00 in the Borrower.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03125799

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 4th OCTOBER 2002 AND CREATED BY TERRACE HILL NORTH EAST LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM TERRACE HILL (WESTMINSTER HOUSE) LIMITED TO ANGLO IRISH ASSET FINANCE PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th OCTOBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd OCTOBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —