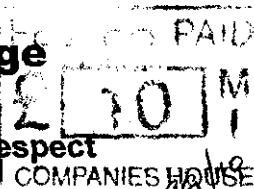


M

COMPANIES FORM No. 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.



395

CHFP025

Please do not write in this margin

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

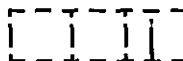
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4374605

Name of company

* THRIFTBRIDGE LIMITED (the "Company")

Date of creation of the charge

28 May 2002

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

DEBENTURE dated 28 May 2002 between the Company and the Security Agent (the "Debenture")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Senior Finance Document, and for the avoidance of doubt any Mezzanine Debt as defined in the Intercreditor Deed, at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness").

continued on continuation sheet 1, page 2

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

THE ROYAL BANK OF SCOTLAND PLC, 7th Floor, 135 Bishopsgate, London as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode EC2M 3UR

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

Ashurst Morris Crisp
Broadwalk House
5 Appold Street
London
EC2A 2HA

NXL/R546.000087/2676229

Time critical reference

For official Use
Mortgage Section

Post room



A03
COMPANIES HOUSE

0825
05/06/02

1. **CHARGING CLAUSE**

1.1 **Fixed Charges**

The Company, as security for the payment of the Indebtedness, charged in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage:

- (i) all freehold and leasehold property (including the property specified in schedule 2 hereto together with all buildings and fixtures (including trade fixtures) on that property; and
- (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights provided that for the avoidance of doubt, clause 3.1(a)(ii) of the Debenture shall not apply to the shares to which the Offer relates until the Unconditional Date;

continued on continuation sheet 1, page 4

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in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Ashut Morris Cripp

Date

31 May 2002

On behalf of ~~XXXXXX~~ mortgaged/charged [†]

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† 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 to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

4374605

Name of Company

THRIFTBRIDGE LIMITED (the "Company")

XXXXXX

* delete if
inappropriate

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

NOTE.

In this form:

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

"Accession Document" means an agreement substantially in the form set out in part 1 of schedule 7 of the Senior Credit Agreement under which a Group Company becomes a Guarantor and/or a Borrower and becomes a party to the Intercreditor Deed;

"Affiliate" means a Subsidiary or a Holding Company of another person or any other Subsidiary of a Holding Company of that other person;

"Ancillary Documents" means the Ancillary Facility Letters and all other documents and agreements made by an Ancillary Lender and any Group Company in connection with the Ancillary Facilities;

"Ancillary Facilities" means working capital facilities made available by an Ancillary Lender under an Ancillary Facility Letter in accordance with clause 6 (Ancillary Facilities) of the Senior Credit Agreement;

"Ancillary Facility Letter" means a facility letter entered into by an Ancillary Lender and one or more Borrowers in accordance with clause 6 (Ancillary Facilities) of the Senior Credit Agreement;

"Ancillary Lender" means a Lender which has agreed to make available Ancillary Facilities under an Ancillary Facility Letter (until all amounts outstanding under those Ancillary Facilities have been discharged and it no longer makes those Ancillary Facilities available);

"Assigned Agreements" means the Hedging Agreements, the Insurances and the Key Person Policies;

"Bidco" means Duke Street Capital Leisure Investments Limited (CN:4290601);

"Book Debts" means all book and other debts arising in the ordinary course of trading;

"Borrowers" means Bidco and each other Group Company which becomes a borrower under this agreement in accordance with clause 18.1 (Additional Borrowers) of the Senior Credit Agreement;

"Capex Facility" means the term loan facility made available by the Capex Lenders under clause 2.1(c) (Facilities) of the Senior Credit Agreement;

"Capex Lenders" means:

- (a) RBS; and
- (b) each Transferee which has become a party to this agreement in relation to the Capex Facility in accordance with clause 27 (Changes to Parties) of the Senior Credit Agreement,

in each case until its entire participation in the Capex Facility has been assigned or transferred to a Transferee in accordance with clause 27 (Changes to Parties) of the Senior Credit Agreement and all amounts owing to it under the Senior Finance Documents in relation to the Capex Facility have been paid in full;

"Cash Collateral Accounts" means the Cash Collateral Accounts as defined in the Senior Credit Agreement;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture;

"Charging Companies" means the Company, Bidco and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Collection Accounts" means the accounts of the Charging Companies set out in schedule 5 of the Debenture and/or such other accounts as the relevant Charging Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify;

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 21.2 (Cancellation and Repayment) of the Senior Credit Agreement;

continued on continuation sheet 2, page 2

Please do not
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binding margin

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

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

(a) by way of first fixed charge:

- (i) all other interests (not charged under clause 3.1(a) of the Debenture) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
- (iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;
- (iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;
- (v) (subject to clause 8.4(b) (Collection of Book Debts and Other Debts) of the Debenture) all monies standing to the credit of its accounts (including the Cash Collateral Accounts and the Collection Accounts) with any bank, financial institution or other person;
- (vi) all its Intellectual Property Rights;
- (vii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (viii) its goodwill and uncalled capital;
- (ix) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, all its rights and interests in (and claims under) the Assigned Agreements.

1.2 Floating Charge

As further security for the payment of the Indebtedness, the Company charged with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) of the Debenture or assigned under clause 3.3 (Security Assignment) of the Debenture, including heritable property and all other assets in Scotland.

1.3 Security Assignment

- (a) As further security for the payment of the Indebtedness, the Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct).

For the avoidance of doubt, where the assignment of any right, title or interest in any Assigned Agreement requires the consent of another party to that agreement that rights, title or interest shall not be regarded as capable of assignment until that consent has been obtained. The Company shall use all reasonable endeavours to obtain any consent required for the assignment of any such Assigned Agreement;

- (b) Until the occurrence of a Declared Default, but subject to clause 8.8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements.

continued on continuation sheet 2, page 4

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

4374605

Name of Company

THRIFTBRIDGE LIMITED (the "Company")

~~XXXXXX~~

* delete if
inappropriate

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

"Derivative Instrument" means any forward rate agreement, option, swap, cap, floor, any combination or hybrid of the foregoing and any other financial derivative agreement;

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or *Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);*

"Events of Default" means Events of Default as defined in the Senior Credit Agreement;

"Facility Agent" means RBS in its capacity as facility agent for the Lenders under the Senior Finance Documents;

"Fees Letter" means the letter from the Facility Agent to the Company dated on or about the date of this agreement *setting out details of certain fees payable by the Company in connection with the facilities;*

"First Leisure Guarantee" means a guarantee issued by the Issuing Lender under the Revolving Facility in favour of a member of the First Leisure Holdings Limited Group in the form agreed by the Company and the Security Agent;

"First Leisure Holdings Limited Group" means First Leisure Holdings Limited and its Subsidiaries from time to time;

"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture;

"Group" means the Company and its Subsidiaries from time to time;

"Group Company" means a member of the Group;

"Guarantee Increase Deed" means a deed in the form set out in part 2 of schedule 7 of the Senior Credit Agreement;

"Guarantors" means the Company, Bidco and each other Group Company which becomes a guarantor under this agreement in accordance with clauses 18.3 (Additional Guarantors), 20.5(g) (Guarantees and Security from Target and its Subsidiaries), or 20.10(h) (Take Private Procedure and Provision of Security) of the Senior Credit Agreement;

"Hedging Agreements" means the Hedging Agreements as defined in the Senior Credit Agreement;

"Hedging Lender" means a Lender (or an Affiliate of a Lender) in its capacity as provider of currency and/or interest rate hedging under any Hedging Agreement;

"Holding Company" means a holding company as defined in section 736 of the Companies Act 1985;

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance;

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world;

"Intercreditor Deed" means the intercreditor deed dated 28 May 2002 and entered into between, amongst others, each of the parties to the Senior Finance Documents and each of the investors (as defined therein);

"Issuing Lender" means RBS in its capacity as issuer of the First Leisure Guarantee;

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);

continued on continuation sheet 3, page 2

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binding margin

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

Please complete
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in black type, or
bold block lettering

1.4 Conversion of Floating Charge

If:

- (a) a Declared Default has occurred; or
- (b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires.

1.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security Interest (except as permitted by the Senior Credit Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

2. CONTINUING SECURITY**2.1 Continuing Security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing.

2.2 Other Security

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Party may as at 28 May 2002 or thereafter hold for any of the Indebtedness, and this security may be enforced against the Company without first having recourse to any other rights of the Security Agent or any other Secured Party.

3. FURTHER ASSURANCE**3.1 General**

- (a) The Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require:
 - (i) to perfect and/or protect the security created (or intended to be created) by the Debenture;
 - (ii) to facilitate the realisation or enforcement of such security;
 - (iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture; and/or
 - (iv) to confer on the Security Agent security over any assets of that Charging Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

continued on continuation sheet 3, page 4.

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company Number

4374605

Name of Company

THRIFTBRIDGE LIMITED (the "Company")

XXXXXX

* delete if
inappropriate

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

"Key Person" has the meaning given to it in accordance with clause 20.6(g) (Key Persons) of the Senior Credit Agreement;

"Key Person Policies" means the insurance policies effected or to be effected by the Company in relation to the lives of each Key Person in accordance with clause 20.6(a)(ii) (Insurance) of the Senior Credit Agreement;

"Lenders" means the Term A Lenders, the Term B Lenders, the Term C Lenders, the Capex Lenders and the Revolving Lenders;

"Mezzanine Debt" means Mezzanine Debt as defined in the Intercreditor Deed

"Obligors" means Obligors as defined in the Senior Credit Agreement;

"Offer" means the offer proposed to be made by Hawkpoint Partners Limited on behalf of Bidco on the terms set out in the Press Release and the Offer Document (as such terms are defined in the Senior Credit Agreement) to acquire the whole of the issued share and to be issued capital of Target not already owned by Bidco;

"Payment Date" has the meaning given to it in clause 7.1(a) (Demands) of the Senior Credit Agreement;

"RBS" means The Royal Bank of Scotland plc;

"Receiving Agent" means Lloyds TSB Registrars Limited as receiving agent in connection with the Offer;

"Revolving Facility" means the revolving credit facility made available by the Revolving Lenders under clause 2.1(e) (Facilities) of the Senior Credit Agreement;

"Revolving Facility Repayment Date" means the seventh anniversary of the Completion Date (as such term is defined in the Senior Credit Agreement);

"Revolving Lenders" means RBS and each Transferee which has become a party to this agreement in relation to the Revolving Facility and in accordance with clause 27 (Changes to Parties) of the Senior Credit Agreement, in each case until its entire participation in the Revolving Facility has been assigned or transferred to a Transferee in accordance with clause 27 (Changes to Parties) of the Senior Credit Agreement and all amounts owing to it under the Senior Finance Documents in relation to the Revolving Facility have been paid in full;

"Secured Parties" means The Royal Bank of Scotland Plc, each Lender, each Ancillary Lender, the Issuing Lender and each Hedging Lender;

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 of the Debenture, with those amendments which the Security Agent may approve or reasonably require;

"Security Documents" means each of the security documents specified in part 1 of schedule 3 of the Senior Credit Agreement and all other documents creating, evidencing or granting a Security Interest in favour of any Secured Party in relation to the obligations of any Obligor under any Senior Finance Document;

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security;

"Senior Credit Agreement" means the senior credit agreement dated on or about the date of this deed under which certain lenders have made available £132,000,000 of facilities to Bidco;

"Senior Finance Documents" means the Senior Credit Agreement, each Security Document, the Intercreditor Deed, each Hedging Agreement, each Ancillary Document, each Guarantee Increase Deed, each Accession Document, each Transfer Certificate, the Fees Letter and any other document designated as a Senior Finance Document by the Company and RBS;

continued on continuation sheet 4, page 2

Please do not
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binding margin

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

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

- (b) Any security document required to be executed by the Company under clause 5.1 of the Debenture will contain clauses corresponding to the provisions set out in the Debenture.

4. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Company may not:

- (a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Credit Agreement and the Intercreditor Deed or with the prior consent of the Security Agent.

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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 4
to Form No 395 and 410 (Scot)

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

Company Number

4374605

Name of Company

THRIFTBRIDGE LIMITED (the "Company")

XXXXXX

* delete if
inappropriate

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

"Subsidiary" means a subsidiary and a subsidiary undertaking as defined in sections 736 and 258 of the Companies Act 1985 respectively;

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries including those in Schedule 1.

"Target" means Esporta Plc (registered no. 3286677);

"Term A Facility" means the term loan facility made available by the Term A Lenders under clause 2.1(a) (Facilities) of the Senior Credit Agreement;

"Term A Lenders" means RBS and each Transferee which has become a party to this agreement in relation to the Term A Facility in accordance with clause 27 (Changes to Parties) of the Senior Credit Agreement, in each case until its entire participation in the Term A Facility has been assigned or transferred to a Transferee in accordance with clause 27 (Changes to Parties) of the Senior Credit Agreement and all amounts owing to it under the Senior Finance Documents in relation to the Term A Facility have been paid in full;

"Term B Facility" means the term loan facility made available by the Term B Lenders under clause 2.1 (b) (Facilities) of the Senior Credit Agreement;

"Term B Lenders" means RBS and each Transferee which has become a party to this agreement in relation to the Term B Facility in accordance with clause 27 (Changes to Parties) of the Senior Credit Agreement, in each case until its entire participation in the Term B Facility has been assigned or transferred to a Transferee in accordance with clause 27 (Changes to Parties) of the Senior Credit Agreement and all amounts owing to it under the Senior Finance Documents in relation to the Term B Facility have been paid in full;

"Term C Facility" means the term loan facility, subordinated to the extent (if any) set out in the *Intercreditor Deed, made available by the Term C Lenders under clause 7 (Demands under First Leisure Guarantee)* of the Senior Credit Agreement;

"Term C Lenders" means the Revolving Lenders as at the Payment Date; and each Transferee which has become a party to this agreement in relation to the Term C Facility in accordance with clause 27 (Changes to Parties) of the Senior Credit Agreement, in each case until its entire participation in the Term C Facility has been assigned or transferred to a Transferee in accordance with clause 27 (Changes to Parties) of the Senior Credit Agreement and all amounts owing to it under the Senior Finance Documents in relation to the Term C Facility have been paid in full;

"Term Facilities" means the Term A Facility and the Term B Facility;

"Transfer Certificate" means a certificate substantially in the form set out in schedule 6 of the Senior Credit Agreement;

"Transferee" has the meaning given to it in clause 27.2(a) (Assignments and Transfers by Lenders) of the Senior Credit Agreement;

"Unconditional Date" means the date on which the Offer is declared unconditional in all respects.

SCHEDULE 1

Details of Subsidiary Shares

Charging Company: Thriftbridge Limited

Subsidiary: Duke Street Capital Investments Limited

Number and class of shares: 200,100 ordinary shares of £1 each

Details of nominees (if any) holding legal title to shares: None

SCHEDULE 2

Details of Property

None.

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04374605

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th MAY 2002 AND CREATED BY THRIFTBRIDGE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JUNE 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JUNE 2002.

PO
RSC



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —