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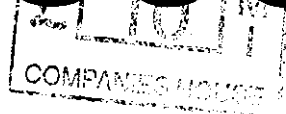
COMPANIES FORM No 395

BARC #10

Particulars of a mortgage or charge

063608

395



CHFP000

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

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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



02880822

Name of Company

*insert full name of company

* THI PLC (the "Company")

Date of creation of the charge

19 December 2000

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

Charge on Book Debts (the "Security Document")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

Barclays Bank plc, 54 Lombard Street, London (the "Bank")

Postcode

EC3P 3AH

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 0171 456 2000

Ref: RLJ/DWHE

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0429
04/01/01

Short particulars of all the property mortgaged or charged

(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)

NIL

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

Signed *Linklaters*

Date *3rd January 2001*

On behalf of chargee

Note

† 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 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:-

Companies House, Crown Way, Cardiff CF4 3UZ

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Name of Company

THI PLC

Company Number

02880822

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 any Finance Document (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 of Company

THI PLC

Company Number

02880822

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 its present and future:

1.1 Book Debts

1.2 Bank Accounts

Note (1): The Security Document provides that:

1 **Security:** The Company shall not (nor agree to) create or permit to subsist any Security over the Charged Assets except for:

1.1 the Charges and

1.2 liens arising by operation of law and in the ordinary course of trading.

2 **Disposal:** The Company shall not (nor agree to) sell, factor, discount, transfer, lease or otherwise dispose of the Charged Assets except for a disposal in the ordinary course of trade of assets which are not then subject or expressed to be subject to a fixed Charge.

3 **Restrictions on dealing with book debts:** Without prejudice and in addition to Clauses 4.1 (Security), 4.2 (Disposal) and 4.3 (Further Assurance) of the Security Document;

3.1 except for the Charges, the Company shall not create or permit to subsist any Security over all or any part of its Book Debts; and

3.2 except as required by Clause 4.3 (Further Assurance) of the Security Document the Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts.

4 **Restrictions on dealing with Bank Accounts:** Without prejudice and in addition to Clause 4.1 (Security), 4.2 (Disposal) and 4.3 (Further Assurance) of the Security Document;

4.1 except for the Charges, the Company shall not create or have outstanding any Security over all or any part of any of the Bank Accounts; and

4.2 except as required by Clause 4.3 (Further Assurance) of the Security Document, the Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of the Bank Accounts.

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

"Bank Accounts" means any bank account designated by the Bank pursuant to Clause 5.2 of the Security Document into which the Company shall pay all moneys received or receivable by it from THI Alava S.A.

"Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Company by THI Alava S.A. and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind pertinent to such debts.

Name of Company

THI PLC

Company Number

02880822

Short particulars of all the property mortgaged or charged

"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 and the fixed and floating security document dated 13 July 2000 made between the Company and the Bank and the fixed and floating security document dated 13 July 2000 made between the Company and the Bank.

"Facility Agreement" means an Amendment and Restatement Agreement dated 13 July 2000 (as subsequently amended) in relation to a £25,000,000 Facility Letter dated 18 December 1996 made between the Company and the Bank.

"Finance Document" means

- (i) the Security Document and
- (ii) the Facility Agreement

"person" includes any person, company, corporation, firm, partnership, association, trust, state or agency of a state (in each case whether or not having separate legal personality) or two or more of the foregoing.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement a similar effect.

FILE COPY



**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 CHARGE ON BOOK DEBTS DATED THE 19th DECEMBER 2000 AND CREATED BY THI PLC FOR SECURING ALL PRESENT AND FUTURE MONEYS, DEBTS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC UNDER OR IN CONNECTION WITH ANY FINANCE DOCUMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th JANUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2001.

P.
JO



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —