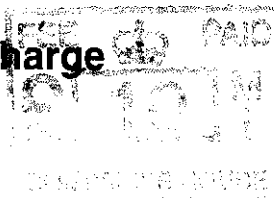


# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge



# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

003841/10

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

7

376443

Name of company

\* SAVILLE TRACTORS LIMITED

\* insert full name  
of Company

Date of creation of the charge

4 APRIL 2002

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

DEBENTURE (ALL ASSET CHARGE)

Amount secured by the mortgage or charge

UNLIMITED

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

CASE INTERNATIONAL LIMITED

CRANES FARM ROAD BASILDON

ESSEX

Postcode SS14 3AD

Presentor's name address and  
reference (if any):CHARLES DE ALWIS  
CNH UK LIMITED  
CRANES FARM ROAD  
BASILDON ESSEX  
SS14 3AD

Time critical reference

For official Use  
Mortgage Section

Post room

LD5  
COMPANIES HOUSE0407  
24/04/02

Short particulars of all the property mortgaged or charged

ALL MONIES AND LIABILITIES WHICH NOW OR SHALL  
AT ANY TIME HEREAFTER BE DUE OWING OR  
INCURRED BY THE BORROWER TO CIBRE INTERNATIONAL  
LIMITED ON ANY ACCOUNT WHATSOEVER.

See Attached

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)

Signed



Date

24 - 4 - 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 The address of the Registrar of Companies is:-

3 (i) THE BORROWER as BENEFICIAL OWNER HEREBY CHARGES with the payment and discharge of all monies and liabilities described in Clause 1 hereof:

- (a) by way of a first legal mortgage all the freehold and leasehold property of the Borrower described in the Schedule hereto together with all buildings

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fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and/or the proceeds of sale thereof;

- (b) by way of first legal mortgage all other freehold and leasehold property now vested in the Borrower together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and/or the proceeds of sale thereof;
- (c) by way of first fixed charge all estates or interest of the Borrower in any freehold or leasehold property at any time hereafter during the continuance of this security belonging to or charged to the Borrower together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and/or the proceeds of sale thereof;
- (d) by way of first fixed charge all stocks shares and other securities now or hereafter owned (whether at law or in equity) by the Borrower and all rights and interests of the Borrower in and claims under all policies of insurance and assurance now or hereafter held by or enuring to the benefit of the Borrower;
- (e) by way of fixed charge all interests not hereinbefore effectively charged now or hereafter belonging to the Borrower in or over land or the proceeds of sale of land all licences now or hereafter held by the Borrower to enter upon or use land and the benefit of all other agreements relating to land to which the Borrower is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged hereunder;
- (f) by way of first fixed charge all book and other debts now and from time to time due or owing to the Borrower and whether presently payable or hereafter falling due for payment and all rights and claims of the Borrower against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as charged under Sub-clause 3(i)(d) hereof;

(g) by way of first fixed charge all the goodwill and uncalled capital for the time being of the Borrower; and

(h) by way of a first floating charge all Assets (as defined in Clause 22 hereof) of the Borrower whatsoever and wheresoever not hereinbefore effectively charged by way of fixed charge including (without limitation) any immovable property of the Borrower and any Assets falling within any of the types mentioned in Sub-clauses 3(i)(d) to 3(i)(g) inclusive situate in Scotland but so that the Borrower shall not be at liberty without the consent in writing of CASE to create or permit to continue any mortgage or charge upon or suffer any lien to affect any part of the undertaking or assets of the Borrower subject to the floating charge either in priority to or pari passu with that charge or to sell part with or dispose of the whole or except in the ordinary course of business any part of the Borrower's undertaking and assets

(ii) This Debenture shall be a continuing security to CASE notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice to and in addition to any other security whether by way of mortgage equitable charge or otherwise which CASE may now or at any time hereafter hold on the property of the Borrower or any part thereof for or in respect of the monies and liabilities hereby secured or any of them or any part thereof respectively

(iii) The property subject to first legal mortgages and first fixed charges hereunder is hereinafter called "the specifically mortgaged property". The specifically mortgaged property and the Assets are hereinafter together called "the mortgaged property"

4. CASE may from time to time by notice in writing to the Borrower convert the floating charge created pursuant to Sub-clause 3(i)(h) into a fixed charge as regards any Assets thereby charged as are specified in any such notice and such floating charge shall automatically be converted into a fixed charge:

(i) in respect of any Assets which shall become subject to a fixed charge in favour of any other person (or persons) firm or company or to a disposition otherwise than by way of sale in the ordinary course of the Borrowers business immediately upon such charge or disposition; and

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00376443

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE (ALL ASSETS CHARGE) DATED THE 4th APRIL 2002 AND CREATED BY SAVILLE TRACTORS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CASE INTERNATIONAL LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th APRIL 2002.

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —