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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

19/10

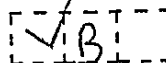
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in black type or
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*Insert full name
of company

To the Registrar of Companies

For official use Company number



646001

Name of company

* I. HENNIG & CO. LIMITED

Date of creation of the charge

17th OCTOBER, 1989

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

Deed relating to a Deposit constituting security for a Credit Facility.

Amount secured by the mortgage or charge

Any and all moneys, obligations and liabilities, whether actual or contingent, at the date of the Deed or thereafter, due, owing or incurred to the Bank by the Company in whatever currency denominated, whether under a Facility Letter dated 12th October, 1989 or on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety), including all liabilities in connection with foreign exchange transactions, accepting endorsing or discounting any notes or bills or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company, together with interest to date of payment at such rates and upon such terms as may from time to time be agreed, commission, discount fees and other charges (the "Indebtedness").

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

Hambros Bank Limited,

41 Tower Hill,

London,

Postcode

EC3N 4HA.

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

Field Fisher Waterhouse
4 St Pauls Churchyard
London
EC4M 8BA

For official use
Mortgage section

Post room

RECEIVED

19 OCT 1989



Time critical reference

Short particulars of all the property mortgaged or charged

(To the extent only to which such charge may lawfully subsist without affecting the Company's liability to pay and discharge the Indebtedness) by way of specific equitable charge a sterling deposit or sterling deposits from time to time made by the Company with the Bank as provided by the Deed, together with all interest thereon and the debts represented thereby (the "Deposit") and all rights of the Company in respect thereof.

The Deed also provides for the creation of security interests by the Company in the Deposit in favour of the Bank and authorises the Bank (at any time and without notice):-

- (A) to appropriate the whole or any part of all or any of the Deposit in or towards payment or discharge of the Indebtedness and for this purpose to combine or consolidate all or any of the Company's then existing accounts (whether current, deposit, loan, or of any other nature whatsoever) and set-off or transfer any sums standing to the credit of any one or more such accounts or for which the Bank may be liable to the Company in or towards satisfaction of the Indebtedness;

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Particulars as to commission allowance or discount (note 3)

Signed



Date

18th October 1989

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.

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The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscott Street, London SE1 5TS

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

646001

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bold block lettering

Name of company

I. HENNIG & CO. LIMITED

Limited*

*Delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

Short particulars of all the property mortgaged or charged (continued)

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- (B) to convert the whole or any part of the Deposit, at the expense of the Company, into any currency other than that in which the same is then held by the Bank; and
- (C) to advance the dates of maturity of the whole or any part of the Deposit (whereupon the same shall be deemed to have matured and become due and payable).

The Deed also provides that it shall be a condition applicable to the Deposit (and each part thereof) and every contract or agreement under which the Deposit (or any part thereof) is made (notwithstanding any other terms and conditions which may be applicable) that (i) neither the benefit of the Deposit or such contract or agreement nor the debt constituted thereby nor any of the rights of the Company arising in respect thereof may be assigned, encumbered, or otherwise transferred by the Company and (ii) (save as permitted by the Deed) the Deposit may not be withdrawn and shall not be repayable unless and until (a) all liabilities of the Company to the Bank in respect of the Indebtedness have been discharged and (b) the Bank is under no liability (actual or contingent) to make advances or grant credit to the Company under a Facility Letter dated 12th October, 1989, or any other facility or other arrangement relating to the Indebtedness.

The security created under the Deed is a continuing security.

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**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 17th OCTOBER 1989
and created by I HENNIG & CO LIMITED

for securing all moneys due or to become due from the Company to HAMBROS
BANK LIMITED AND UNDER THE TERMS OF A FACILITY LETTER DATED 12 OCTOBER
1989

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 19th OCTOBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 27th OCTOBER 1989
No. 646001

A handwritten signature in dark ink, appearing to read 'P. T. Harrington'.

P. T. HARRINGTON

an authorised officer

C.69

Root

27/10/89