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COMPANIES FORM No. 395**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

395*J msc*

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

Insert full name
of company

To the Registrar of Companies

For official use Company number

[] [] [] [] [] [] [] []

714170

Name of company

COVRAD HEAT TRANSFER LIMITED

Date of creation of the charge

14th December 1993

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

Mortgage Deed ('the Mortgage')

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent which then were or at any time thereafter might be due owing or incurred by the Company to Lloyds Bank Plc ('the Bank') or for which the Company might be or become liable to the Bank on any current or other account or in any manner whatever (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety) together with interest to the date of payment commission banking charges and any legal, administrative or other costs shares and expenses incurred by the Bank in relation to the Mortgage or in enforcing the security thereby created and a reasonable fee for any work undertaken by the Bank in relation to such enforcement.

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

Lloyds Bank Plc, 71 Lombard Street, London

Postcode EC3P 3BS

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

Martineau Johnson
St. Philips House
St. Philips Place
Birmingham B1 2PP

IPB

Time critical reference

For official use
Mortgage section

Post room

17 DEC 1993

Short particulars of all the property mortgaged or charged

First - The plant machinery chattels or other equipment of the Company described in the schedule below together with, all additions, alterations, accessories, replacements and renewals from time to time thereto and any component parts thereof from time to time held by the Company (whether or not attached thereto) (the 'Mortgaged Chattels', which expression shall include all or any part thereof).

Secondly - The benefit of any guarantee, warranty or other obligation in relation to the Mortgaged Chattels given or incurred by any manufacturer, supplier or other person and the benefit so far as enjoyed by the Company of all agreements for the maintenance, repair or upkeep of the Mortgaged Chattels.

Thirdly - The benefit of all agreements now or hereafter entered into by the Company or the benefit of which is otherwise vested in the Company for the bailment of (in Scotland) the hiring of the Mortgaged Chattels and all agreements now or hereafter entered into under which the

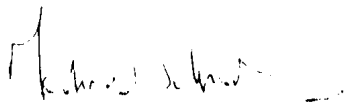
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Please complete legibly, preferably in black type or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

16/12/93

On behalf of company/mortgagor/chargor

*Delete an appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with those 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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Companies M395

Page 2

SECT 395
16/12/93

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Please do not
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Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

714170

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

Name of company

COVRAD HEAT TRANSFER LIMITED

Limited*

Delete
appropriate

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

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

Please do not
write in this
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Please complete
legibly, preferably
in black type, or
bold block lettering

Mortgaged Chattels are bailed or (in Scotland) hired on hire purchase or sold under a conditional sale agreement or other instalment credit agreement and all sums now or hereafter due under any such agreement and the full benefit of any such agreement.

Fourthly - All copyrights, patents, trademarks, servicemarks, brand names, inventions, design rights, know-how and other intellectual property rights in or relating to the Mortgaged Chattels or licences to use the same whether registered or unregistered and the benefit of any pending applications for the same and all benefits deriving therefrom including but not arising therefrom now or at any time hereafter held by or belonging to the Company together with the licence (if any) to use particular software or computer programmes in relation to the Mortgaged Chattels.

Fifthly - The full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of the Mortgaged Chattels or the use thereof.

SCHEDULE

<u>Manufacturer</u>	<u>Year of Manufacture</u>	<u>Model</u>	<u>Serial No.</u>	<u>Location</u>
Consarc Engineering Limited	1989	Vacuum Brazing Furnance with Mass Spectrometer and Pumping Equipment VAB34-20-48	KF5349	Sir Henry Parkes Road Canley Coventry CV5 6BN
Wiedemann GmbH	1988	Centrum (3000 LT) Automatic CNC Turret Punch Press Fitted with FANUC OP Model B CNC Control System	554	Sir Henry Parkes Road Canley Coventry CV5 6BN
Cupam Gold		Computer with VDU and Keyboard		Sir Henry Parkes Road Canley Coventry CV5 6BN

The expression 'Mortgaged Property' means the Mortgaged Chattels and all other rights and benefits Secondly, Thirdly, Fourthly and Fifthly described above and references to the 'Mortgaged Property' include references to any part of it.

Page 4

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Please do not
write in this
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Continuation sheet No. 2
to Forms Nos 395 and 410 (Scot)

Company number

714170

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

Name of company

COVRAD HEAT TRANSFER

Limited*

*Delete if
inappropriate

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

23 12 1973 037C

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

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legibly, preferably
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bold block lettering

The mortgages created by the Mortgage are as regards the Mortgaged Property First, Secondly, Thirdly, Fourthly and Fifthly described fixed first mortgages and if the Mortgage or any parts thereof shall for any reason be ineffective as a fixed mortgage the Mortgage or such part or parts shall operate as a floating charge.

The Company may not without the consent in writing of the Bank:

(i) sell, assign, hire, lease or part with or share possession or otherwise dispose of the Mortgaged Property, or agree to do any such thing or permit or suffer any distress or execution to be levied upon the Mortgaged Property;

(ii) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (save a lien arising by operation of law in the ordinary course of business) upon the Mortgaged Property.

(iii) make or suffer to be made any alteration or addition of a substantial nature in or to the Mortgaged Property other than for the purpose of effecting repair as mentioned in the Mortgage.

Page 4

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00714170

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEED DATED THE 13th DECEMBER 1993 AND CREATED BY COVRAD HEAT TRANSFER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th DECEMBER 1993.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd DECEMBER 1993.

K F Thomas
K F THOMAS

for the Registrar of Companies



COMPANIES HOUSE

Post
22-12-93

HC0268

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Companies Form No 395

Particulars of a mortgage or charge

Issued in pursuance of section 395 of the Companies Act 1985

71639C 395

To the Registrar of Companies

For official use

Company number

5

714170

Name of company

CONRAD HEAT TRANSFER LIMITED

Date of creation of the charge

13th DECEMBER 1993

Description of the instrument (if any) creating or evidencing the charge and its

Single Debenture

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent which then were or at any time thereafter might be due owing or incurred by the Company to the Bank or for which the Company might become liable to the Bank on any current or other account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with interest to the date of payment commission banking charges and any legal or other costs charges and expenses incurred by the Bank in relation to the Debenture or in enforcing the security thereby created.

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

Lloyds Bank Plc		
71 Lombard Street		
London	Postcode	EC3P 3BS

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

Martineau Johnson
St. Philips House
St. Philips Place
Birmingham B3 2PP

TPB

Time critical reference

For official Use

Mortgage Section

17 DEC 1993

Post room



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Please complete
legibly - provide only
an initial - do not
include whole birth date

5-3

(See continuation sheet)

viii

Index

10/12/93

Lloyds Bank Plc

The instrument must be duly executed on, evidencing the charge, together with the prescribed particulars correctly completed, and be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 86(1)). 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 it is required that the obligee must have been received in the United Kingdom (section 86(2)). A copy of the instrument evidencing the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 86(3)) and in such cases the copy must be verified to be a correct copy either by the company or by a person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the company, and where this is given by a body corporate it must be signed by an officer of that body. A copy will also be accepted where section 86(3) applies to property situate in Scotland or Northern Ireland and the instrument is a copy of a document.

For example, in the environment of "front door," "potentage," "fortifying" or "front change," etc., as the case may be, should be given.

10. Substantive agreement is to describe whether absolutely or conditionally, a

(c) Substantive or agreement to describe whether absolutely or conditionally a

(1) $\text{pr} \vdash \text{any}$ of system to produce a system whose that absolute of condition and

of the subgame and paid to the α player. The rate of interest payable under the terms of the subgame should not be entered.

1. If any of the space in the form are left blank in space the particular need be entered on the prescribed estimation sheet.

Please complete
this form for all
debentures, whether
secured or unsecured

Fourthly (i) All stocks and shares and other interests including (without prejudice to the generality the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any company which then was or might thereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof) of the Company; and

(ii) the full benefit of all stocks shares and securities which or the certificates of which were then or might at any time thereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees; and

(iii) all rights in respect of or incidental to the Charged Property described at (i) and (ii) above (the Charged Property (i) to (iii) Fourthly described being hereinafter called "the Securities"); and

(iv) all stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Securities including all dividends interest and other income payable in connection therewith (all of which Charged Property (i) to (iv) Fourthly described are hereinafter called "Interests in Securities"); and

Fifthly The goodwill and the uncalled capital of the Company both present and future.

Sixthly The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First Secondly Thirdly Fourthly and Fifthly described (if and in so far as the charges thereon or on any part or parts thereof therein contained should for any reason be ineffective as fixed charges). The charges created by the Debenture are as regards the Charged Property First Fourthly and Fifthly described fixed first charges (and as regards all those parts of the Charged Property First described then vested in the Company constitute a charge by way of legal mortgage thereon) and as regards all Charged Property secondly and Thirdly described shall constitute first fixed mortgages by assignment subject to re-assignment on redemption and as to the Charged Property Sixthly described the charge so created is a floating charge. The Company may not without the consent in writing of the Bank:

(i) sell assign discount factor charge or otherwise dispose of the Charged Property Secondly or Thirdly described or any part thereof save in accordance with Clause 9(d) of the Debenture set out below or deal with the same in any way otherwise than in accordance with the said sub-clause.

(ii) create or allow to subsist any specific or other mortgage debenture or charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property ranking either in priority to or paripassu with any charge thereby created.

(iii) transfer sell or otherwise dispose of the whole or any material part of the Charged Property Sixthly described except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture. By Clause 9(d) of the Debenture the Company covenanted that it would pay into its account or accounts with the Bank all moneys which it might receive in respect of the book and other debts and claims mortgaged. (by way of assignment) or charged by it or in respect of the Interests in Securities..

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

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

COMPANY No. 00714170

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
A SINGLE DEBENTURE DATED THE 13th DECEMBER 1993 AND CREATED BY COVRAD
HEAT TRANSFER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON
THE 17th DECEMBER 1993.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd DECEMBER 1993.

K F Thomas
K F THOMAS

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

*for
22-12-93*