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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

13

01932887

Name of company

* Monarch Bearings International Limited ("the Company")

Date of creation of the charge

14th June 1995

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

Debenture

Amount secured by the mortgage or charge

All monies and liabilities which shall for the time being (and whether on or at any time after a demand) be due owing or incurred in whatsoever manner to the chargee by the Company under the terms and provisions of a guarantee contained in Clause 10 of an instrument constituting subordinated secured loan stock 2002 of ABEC Group Limited dated 14th June 1995 ("the Instrument") including interest discount commission and other lawful charges or expenses payable or which may be charged in accordance with the terms and provisions of the Instrument.

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

3i Group PLC

91 Waterloo Road

London

Postcode

SE1 8XP

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

Pinsent Curtis
3 Colmore Circus
Birmingham B4 6BH
Ref: SJM 62224 0006 6 AEG

For official use
Mortgage section

17 JUN 1995

Post room



A23 *AX5GHCBW* 374
COMPANIES HOUSE 17/06/95

Time critical reference

Short particulars of all the property mortgaged or charged

Please see attached continuation sheet.

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Permanet Curtis

Date

16.6.95

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.

Page 2

Continuation sheet no. 1

Company number: 01932887

Company name: Monarch Bearings International Limited

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all the freehold and leasehold property of the Company vested in it at the date of the Debenture whether or not the title thereto was registered at H.M. Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) at or after the date of the Debenture thereon and all plant and machinery at or after the date of the Debenture annexed thereto for whatever purpose;
2. by way of fixed charge all freehold and leasehold property belonging to the Company after the date of the Debenture together with all buildings and fixtures (including trade tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
3. by way of fixed charge all interests not effectively charged by paragraphs 1 and 2 above at or after the date of the Debenture belonging to the Company in or over land or the proceeds of sale of land all licences at or after the date of the Debenture held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company was at the date of the Debenture or may become party or otherwise be entitled and all trade and tenant's fixtures plant and machinery at or after the date of the Debenture annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged under the Debenture;
4. by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
5. by way of fixed charge all stocks shares and other securities at or after the date of the Debenture owned (whether at law or in equity) by the Company in and claims under all policies of insurance and assurance at or after the date of the Debenture held by or insuring to the benefit of the Company;
6. by way of fixed charge all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company was at or may after the date of the Debenture become entitled and all agreement under the which the Company was at the date of the Debenture or may become entitled to the payment of any royalty fee or similar income;

Continuation sheet no. 2

Company number: 01932887

Company name: Monarch Bearings International Limited

Short particulars of all the property mortgaged or charged

7. by way of fixed charge all book and other debts of the Company whether at or after the date of the Debenture existing and whether at the date of the Debenture payable or after the date of the Debenture falling due for payment and all rights and claims of the Company against third parties at or after the date of the Debenture existing and capable of being satisfied by the payment of money (save as charged under paragraph 5 above);
8. by way of floating charge all the undertaking, property and assets of the Company whatsoever and wheresoever present or future ("the Assets") not pursuant to any of the previous paragraphs effectively charged by way of fixed charge including (without limitation) any immovable property of the Company situate in Scotland and any Assets falling within any of the types mentioned in paragraphs 3 to 7 inclusive above situate in Scotland.

- Note
1. The Debenture prohibits the Company from creating otherwise than in favour of the chargee any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of the Assets not charged by way of fixed charge either in priority to or pari passu with the floating charge created by the Debenture and further the Company is prohibited without the consent of the chargee from parting with or disposing of any part of the Assets not charged by way of fixed charge except by way of sale in the ordinary course of its business.
 2. The Company is obliged pursuant to the Debenture to pay into the Company's invoice discounting account established by Kellock Limited at the Bank of Scotland or as the chargee may direct all moneys which it may receive in respect of any policies of insurance or assurance royalties or book or other debts or any other of the rights and claims charged to the chargee under paragraphs 5, 6 and 7 above.
 3. Until the Company makes the payment referred to in note 2 above, it must pursuant to the Debenture hold all moneys received in the circumstances set out in note 2 upon trust for the chargee and the Company is prohibited without the prior written consent of the chargee from charging, factoring, discounting or assigning any of the policies, royalties, debts, rights or claims referred to in note 2 in favour of any other person or purporting so to do.

Continuation sheet no. 3

Company number: 01932887

Company name: Monarch Bearings International Limited

Short particulars of all the property mortgaged or charged

4. Subject to the rights of any prior mortgagee, the Company is obliged pursuant to the Debenture to deposit with the chargee and the chargee during the continuance of the Debenture shall be entitled to hold all deeds and documents of title relating to the Company's freehold, leasehold and heritable property and stocks and shares and other securities and all policies of insurance and assurance.
5. The Debenture prohibits the Company without the previous written consent of the chargee from creating or purporting or attempting to create any mortgage, charge or encumbrance on any freehold or leasehold property of the Company or any other Asset subject to a fixed charge or in any way disposing of the equity of redemption thereof or any interest therein.
6. Pursuant to the Debenture, the Company may not without the previous written consent of the chargee exercise any statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the freehold and leasehold property charged by the Debenture or any part thereof. The Company is also without the aforesaid consent not entitled to part with possession (otherwise than on the determination of any lease, tenancy or licence) of any property charged or to share the occupation thereof with any other person or persons or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property charged.

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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. 01932887

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th JUNE 1995 AND CREATED BY MONARCH BEARINGS INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3i GROUP PLC UNDER THE TERMS OF A GUARANTEE CONTAINED IN CLAUSE 10 OF AN INSTRUMENT CONSTITUTING SUBORDINATED SECURED LOAN STOCK 2002 OF ABEC GROUP LIMITED DATED 14TH JUNE 1995 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th JUNE 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JUNE 1995.

A. J. WAKEHAM

for the Registrar of Companies



COMPANIES HOUSE

HC026B

post
21/6/95