



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395Please do not
write in
this box

Pursuant to section 395 of the Companies Act 1985

M 45

Please enter into
legibly, preferably
in block type, or
bold block letteringInsert full name
of company

To the Registrar of Companies

For official use

Company number

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2170458

Name of company

* SERVOMEX (UK) LIMITED (the "Company")

Date of creation of the charge

30th December 1988

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

Debenture (the "Debenture") entered into between the Company and
Manufacturers Hanover Trust Company (the "Bank")

Amount secured by the mortgage or charge

All moneys and liabilities in whatever currency which now are or may
at any time after the date of the Debenture (and whether before, on
or at any time after such demand) be due, owing or incurred by the
Company to the Bank or for which the Company may be or become liable
to the Bank anywhere for any matter or thing whatsoever whether
actually or contingently and what or alone or jointly with others,
as principal, surety or otherwise, and in whatever name or style and
all interest, commissions and other lawful charges and expenses which
the Bank may in the ordinary course of its business charge in respect
or on account of any of the foregoing and for keeping the Company's
accounts.

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

Manufacturers Hanover Trust Company, PO Box 562,
7 Princess Street,
London

Postcode

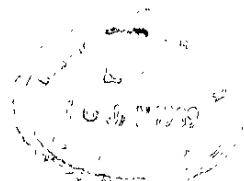
EC2P 2LR

Presenter's name address and
reference (if any).Clifford Chance
Roxox House
Aldermanbury Square
London EC2V 7LD
Ref: SGP/SEAGFor official Use
Mortgage Section

RECEIVED

16 JAN 1989

Postmark



Time of trial reference

Show particulars of all the property mortgaged or charged

Please do not
write in
this margin.

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

See continuation sheet

Particulars as to commission allowance or discount

NIL

13th January 1989

Signed

Clifford Chance

Date

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 despatched 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 situated in Scotland or Northern Ireland) and Form No. 393 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 payable of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of:
(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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By way of legal mortgage all that freehold and leasehold property as follows:-

Registered Land H.M. Land Registry Charge of Whole

<u>County, County Borough or London Borough</u>	<u>Title Number</u>	<u>Description of Property</u>
Wealdon, East Sussex.	ESX 72099	Land to North of Sybron Way, Jarvis Brook, Crowborough.
Wealdon, East Sussex.	ESX 83519	Land to North of Rotherfield Road, Jarvis Brook, Crowborough

Registered Land H.M. Land Registry Charge of Part

Wealdon, East Sussex	ESX 72100	Land on North East Side of Rotherfield Road, Jarvis Brook, Crowborough
Wealdon, East Sussex	ESX 72101	Land at the North Side of Rotherfield Road, Jarvis Brook, Crowborough

and any other freehold and leasehold property now vested in the Company together in all cases with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon.

By way of first fixed charge all other rights or interests in any land or buildings now belonging to the Company and all future estates, interests and rights of the Company in any freehold or leasehold property after the date of the Debenture vested in or held by or on behalf of the Company from time to time together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon;

By way of first fixed charge all the right, title and interest of the Company to and in any proceeds of any insurance of any freehold, leasehold or other immovable property charged under the Debenture to the extent the same are not otherwise subject to a fixed charge under the Debenture.

By way of first fixed charge all other plant and machinery and fittings, all rights in any intellectual property or similar rights including (without limitation) all patents, designs, copyrights, trademarks, confidential information and computer software now or after the date of the Debenture belonging to the Company.

By way of first fixed charge all the goodwill and uncalled capital for the time being of the Company.

By way of first fixed charge all present and future book and other debts due, owing or incurred to the Company as beneficial owner and all the benefits arising out of contracts with customers for the sale or supply of goods or services which may be due, owing or incurred to the Company and the benefits of all rights, relating thereto and any accounts into which any such debts may be paid.

By way of first fixed charge all stocks, shares and securities which are now or may at any time after the date of the Debenture be registered in the name of or beneficially owned by the Company or its nominees which charge shall include all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property or other advantages accruing or offered at any time by way of bonus, capitalisation, redemption rights or otherwise to the holder thereof or in respect thereof.

By way of first fixed charge all bills of exchange, promissory notes and negotiable instruments of any description beneficially owned by the Company.

By way of first floating charge all the undertaking and all the property and assets of the Company both present and future not otherwise under the Debenture effectively mortgaged or charged.

N.B. The Company has covenanted with the Bank that the Company shall at all times during the continuance of the security created by the Debenture:-

1. not, without the previous consent in writing of the Bank, create or permit to subsist any lien, mortgage, charge, deed of trust, encumbrance, pledge, guarantee, hypothecation, assignment by way of security or security interest of any kind and howsoever arising (including, without limitation, pursuant to applicable law), any other preferential arrangement resulting in a secured transaction or having the same economic or legal effect as any of the foregoing, any agreement to give any of the foregoing, any arrangement to prefer one creditor over another creditor, or the interest of a vendor or lessor under any conditional sale agreement, lease, hire purchase agreement or other title retention arrangement over all or any part of its present or future undertakings, properties, assets or revenues (including uncalled capital) to secure any present or future obligations or liabilities whether actual or contingent of the Company (other than the security constituted under the Debenture or any other security in favour of the Bank),
2. not sell, transfer, lend, lease, licence or otherwise dispose of the whole or any material part of its undertaking, property or (except in the ordinary course of business) other assets whether by a single transaction or by a number of transactions, whether related or not (save with the prior written consent of the Bank);
3. pay into the Company's account with the Bank, (or such other account or accounts as may be notified by the Bank to the Company in writing) all moneys which the Company may receive in respect of the Company's books and other debts and not, without the previous consent in writing of the Bank, deal with the Company's book or other debts or securities for money otherwise than by getting in and realising the same in the ordinary and proper course of the Company's business (and so that for this purpose the realisation of debts by means of bank discounting, factoring or the like shall not be regarded as dealing in the ordinary and proper course of the Company's business);

4. pay into such account of the Bank of which details shall first have been notified to the Company in writing by the Bank (or, thereafter, such other account as may be notified by the Bank to the Company in writing) all moneys which the Company may receive in respect of (a) any sale, transfer, loan, lease, licence or other disposal of the whole or any part of its undertaking, property or other assets whether by a single transaction or by a number of transactions where the proceeds of such disposal exceed £25,000 and (b) any dividends or other distributions paid to the Company, and not withdraw or otherwise deal with any sums standing to the credit of such account except in accordance with procedures from time to time approved in writing by the Bank and, if it has not already done so, furnish to the Bank (unless the bank in question is the Bank) evidence that the bank with which such account is maintained has been notified of, and has agreed to operate the account in accordance with, such procedures. For the purposes of this sub-clause, "proceeds" shall mean the proceeds arising from the sale, transfer, loan, leasing or other disposal (a "Disposal") of its undertaking, property or other assets by Servomex International Limited or any of its subsidiaries whether by a single transaction or by a number of transactions the proceeds of which disposal or disposals exceed £25,000 and on the issue of any shares, debentures or other securities whatsoever by Servomex International Limited or any of its subsidiaries (an "Issue") net of reasonable costs in relation to such Disposal or Issue.

SEAG027M.02



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 30th December 1988
and created by SERVOMEX (UK) LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Manufacturers Hanover Trust
Company

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 16th January 1989

Given under my hand at the Companies Registration Office,
Cardiff the 24 JAN 1989

No. 2170458

M. A. SMITH

Certificate and instrument received by

an authorised officer

Date

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