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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

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395

£ 13.00

Companies House

02212132

Name of company

* THERMAL ENGINEERING PLC

Date of creation of the charge

20 April 2005

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

Fixed and Floating Charge ("the Charge")

Amount secured by the mortgage or charge

All the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to the Security Holder in any manner and for any reason on any account (the "Secured Monies") including all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof and further including any of the following whether now or in the future:

(Please see Addendum 2/4)

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

The Royal Bank of Scotland Commercial Services Limited (Company Number 662221), Smith House, P.O. Box 50, Elmwood Avenue, Feltham, Middlesex ("the Security Holder")

Postcode TW13 7QH

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

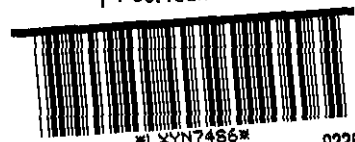
Hammonds
7 Devonshire Square
Cutlers Gardens
London
EC2M 4YH
CAW/RVKW/LY/ROY.293-0351

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD3
COMPANIES HOUSE

0226
27/04/05

Short particulars of all the property mortgaged or charged

- a) a fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H.M. Land Registry (details of which are set out in the Second Schedule to the Charge);
- b) a fixed charge on all of the following assets, whether now or in future belonging to the Company or to which the Company may be entitled:
- i) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2.1.1 of the Charge including such as may hereafter be acquired;
 - ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2.1.1 of the Charge and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same;

(Please see Addendum 4/4)

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01
95

Particulars as to commission allowance or discount (note 3)

Signed

Harmond

Date 27 APRIL 2005

On behalf of mortgagee/chargee[†]

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

[†] delete as appropriate

- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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Name of company

* insert full name
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Addendum 1/4

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

Addendum 2/4

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

1. all monies due or payable under the Financing Agreement (as defined in the Charge) or any other agreement between the Company and the Security Holder whether or not for the sale and purchase of debts;
2. all monies which the Security Holder can charge to the Company and all costs, charges and expenses incurred by the Security Holder after default in payment of any such monies or of breach by the Company of any of the provisions of the Charge;
3. the charges of surveyors and/or solicitors instructed by the Security Holder in connection with any part of the Mortgaged Property (as defined in the Charge);
4. all advances which the Security Holder has made or shall make to the Company;
5. any indebtedness now or hereafter to be incurred by the Security Holder for or at the request of the Company, including all monies which the Security Holder shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following:
 - 5.1. the Security Holder making direct advances; or
 - 5.2. the Security Holder drawing, accepting, endorsing, paying or discounting any Remittance; or
 - 5.3. the Security Holder entering into any bond, guarantee, indemnity or letter of credit; or
 - 5.4. the Security Holder confirming orders; or
 - 5.5. the Security Holder otherwise accepting any other liability for or on behalf of the Company;
6. all costs charges and expenses which the Security Holder may from time to time incur in:
 - 6.1. stamping, perfecting, registering or enforcing the Charge; or
 - 6.2. the negotiations for the preparation and execution of the Charge and the Financing Agreement or any priority arrangement, waiver or consent in respect of them; or
 - 6.3. obtaining payment or discharge of Secured Monies; or
 - 6.4. paying any rent, rates, taxes or outgoings for the Mortgaged Property; or
 - 6.5. insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property; or
 - 6.6. the preservation or exercise of any rights under or in connection with the Charge or any attempt to do so; or
 - 6.7. giving a discharge or release of the Charge; or
 - 6.8. dealing with or obtaining advice about any other matter or question arising out of or in connection with the Charge;

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with the intention that the Security Holder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the Charge or of any other security held by the Security Holder for the Secured Monies and such costs, charges and expenses shall include the appropriate proportion of the salaries, bonuses, national insurance and direct expenses of any staff or officers of the Security Holder and the fair and reasonable proportion of the overheads of the Security Holder attributable to such staff and officers;

7. all monies expended by any attorney appointed pursuant to the Charge in exercising his powers;

8. interest on all monies due and owing to the Security Holder at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto and in the absence of any agreement or arrangement at four percent above the Base Rate from time to time of The Royal Bank of Scotland Plc accruing from day to day and compounded monthly.

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Name of company

* insert full name
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* THERMAL ENGINEERING PLC

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* THERMAL ENGINEERING PLC

Addendum 4/4

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

- iii) any other freehold and leasehold property which the Company shall own, together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same;
- iv) all plant and machinery and other equipment listed in the Fourth Schedule and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same;
- v) all fixed plant and machinery, including all spare parts, replacements, modifications and additions for or to the same, not listed in the Fourth Schedule and the benefit of all contracts and warranties relating to the same;
- vi) all goodwill, unpaid and/or uncalled capital for the time being of the Company;
- vii) all the Company's Intellectual Property;
- viii) all the Company's Securities;
- ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or from any other Group Company;
- x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986;
- xi) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Holder;
- xii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
- xiii) all monies from time to time payable to the Company under or pursuant to the Insurances (as defined in the Charge), including without limitation the right to the refund of any premiums;
- xiv) all the Company's Fixed Charge Debts;
- xv) all claims and causes of action, including (without limitation) claims for breach of duty or restitution;
- c) a floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future, not subject to the above charges and any items not effectively charged as fixed charges under clause (a) and (b) above including all the Company's Floating Charge Debts present and future.

NB:

The Company agrees with the Security Holder, inter alia, that whilst the Charge exists:

(A)

it will not sell, transfer, lease, licence, assign or dispose of or otherwise deal with the Mortgaged Property subject to the floating charge referred to at (c) above, except by way of sale at full value in the ordinary course of its business now being carried on and for the avoidance of doubt the sale, discounting, factoring, assignment or other dealing with its Floating Charge Debts is not in the ordinary course of its business;

(B)

it will not sell, transfer, lease, license, assign, dispose of or otherwise deal with of any of the Mortgaged Property subject to the fixed charges referred to at (a) and (b) above without the prior written consent of the Security Holder and/or in accordance with the terms of the Charge;

(C)

it will not sell, transfer, lease, licence, assign, dispose of or otherwise deal with any part of its undertaking or goodwill (including diverting or encouraging the diversion of its sales via any Group Company (as defined in the Charge));

(D)

it will not without the prior written consent of the Security Holder dispose or part with possession of the whole or any part of any of the Mortgaged Property or permit any person;

(i)

to be registered (jointly whether with the Company or otherwise) as a proprietor under the Land Registrations Acts of any of the Mortgaged Property nor create or permit to arise any overriding interest (within the definition in those Acts) affecting the same; or

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(ii)

to become entitled to any right, easement, covenant, interest, encumbrance or other title which might adversely affect the use, value or marketability of any of the Mortgaged Property;

(E)

it will not create or attempt to create or permit to subsist in favour of any person other than the Security Holder any Encumbrance (as defined in the Charge) on or any affecting the Mortgaged Property or any part thereof except a lien over property (other than land) arising by operation of law in the ordinary course of trading.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02212132

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 20th APRIL 2005 AND CREATED BY THERMAL ENGINEERING PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND COMMERCIAL SERVICES LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th APRIL 2005.

Pargels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES