

## Particulars of a mortgage or charge

# 395

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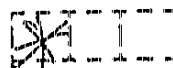
**Pursuant to section 395 of the Companies Act 1985**

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

**To the Registrar of Companies**

**For official use**

**Company number**



2623872

\*insert full name  
of company

Name of company

OVAL (732) LIMITED

**Date of creation of the charge**

10th September

19 91

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

## DEBENTURE

Amount secured by the mortgage or charge

ALL moneys and liabilities now or at any time or times hereafter due or owing or incurred by the company to the chargee in any manner whatever.

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

31 Group plc whose registered office is at

**91 Waterloo Road, London**

Postcode:

SE1 8XP

Lee Crowder  
24 Harborne Road  
Edgbaston  
BIRMINGHAM  
B15 3AD

Ref: GLM/DC/TD2F 22

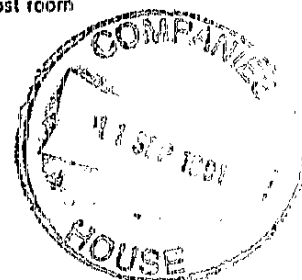
### Time critical reference

**For official Use  
Mortgage Section**

# REPORT

11 SEP 1991

**Post form**



Short 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

1. FIXED CHARGES upon:—

- (A) THE company's property described in the attached schedule marked 'Schedule A' together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- (B) ALL other freehold and leasehold property of the company both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- (C) THE company's plant machinery chattels or other equipment described in the attached schedule marked 'Schedule B' together with all additions alterations accessories replacements and renewals of component parts thereto and together with the benefit of any obligations and warranties given by any manufacturer or supplier or any other party in respect of the mortgaged property to or in favour of the company and the benefit of all maintenance agreements entered into between the company and any such third party;
- (D) THE goodwill and the uncalled capital of the company both present and future;
- (E) THE book debts and other debts due or owing to the company both present and future.

2. FLOATING CHARGES upon:—

- (A) THE stock-in-trade work-in-progress pre-payments investments quoted on a recognised stock exchange and cash of the company both present and future;
- (B) ALL other the undertaking and all other property and assets of the company both present and future;
- (C) ANY property and assets of the company both present and future not charged by way of fixed charge.

NOTE: The company shall not be entitled to create any mortgage or charge upon and no lien shall in any case or in any manner arise on or affect any part of the property or assets charged by the debenture except as specified in writing by the chargee.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date 10th September 1991

On behalf of ~~XXXXXXXXXXXX~~ (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 396). 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 393) 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 396(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 absolutely 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.

SCHEDULE "A"

1. Leasehold premises known as Unit 12 Albion Industrial Estate, Oldbury Road, West Bromwich.
2. Leasehold premises known as Units 4A, 4B, 5, 6, 7 and 8 Izons Industrial Estate, Oldbury Road, West Bromwich.

SCHEDULE "B"

<u>Name</u>	<u>Description</u>
CCTV	Closed Circuit TV System, 12 cameras VCR recorder and monitors in security area
Rotary Burner	Refurbished, high-efficiency rotary incinerator
Bag Filter Plant	Luhr Filter plant, cyclone, heat exchanger and bag filter plant
Pulverising Plant	Christie Norris Hammer Mill complete system
Smelting Plant	Cold blast, water-cooled, coke-fired blast furnace
Cupel	Gas-fired cupelation plant 1 ton capacity
Top Bag Plant	Luhr filter plant, cyclone, 4 dust modules
Refinery	Elmonta melting furnace, electric Electrolytic refinery with 18 moebias cells
Laboratory	Atomic Absorption Instrument
Truck	Scania P92 H Truck reg D294 NDA
Computer	DEC PDP11 mini computer

Located at: Units 4A, 4B, 5, 6, 7 and 8 Izons Industrial Estate Oldbury  
Road West Bromwich

FILE COPY



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 10th SEPTEMBER 1991  
and created by OVAL (732) LIMITED


for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to 3i GROUP plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 11th SEPTEMBER 1991

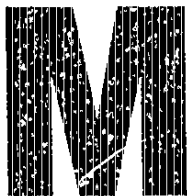
Given under my hand at the Companies Registration Office,  
Cardiff the 16th SEPTEMBER 1991

No. 2623872

  
M. GROVES  
an authorised officer

C.69a

P  
16/9.



Please do not  
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21/8

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

\* Insert full name  
of company

# COMPANIES FORM NO. 395

## Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

M312C

To the Registrar of Companies

For official use

Company number

M62

11 12

2623872

Name of company

\* JBR RECOVERY LIMITED

Date of creation of the charge

14th day of August 1992

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

Debenture

Amount secured by the mortgage or charge

All the Company's liabilities to The Royal Bank of Scotland plc (the 'Bank') of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) including banking charges, commission, interest, costs and expenses.

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

The Royal Bank of Scotland plc

36 St Andrew Square

Edinburgh

Postcode

EH2 2YB

Presentor's name address and  
reference (if any): Z1NM.BCR

The Royal Bank of Scotland plc  
Securities Section  
(England and Wales)  
Centurion House 129 Deansgate  
Manchester M3 3WR

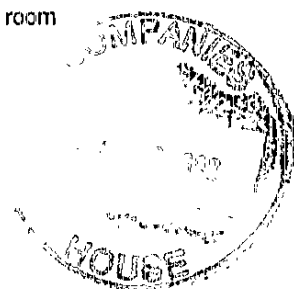
Time critical reference

For official Use  
Mortgage Section

Post room

REGISTERED

2 1 AUG 1992



21/8

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company;
- 2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Company except the property referred to in paragraph 1;
- 3 By way of fixed charge:-
  - (i) all the plant, machinery and fixtures and fittings, furniture, equipment, implements and utensils now and in the future belonging to the Company;
  - (ii) all the goodwill and uncalled capital of the Company present and future;
  - (iii) all stocks, shares and other securities now and in the future belonging to the Company;
  - (iv) all intellectual property rights, choses in action and claims now and in the future belonging to the Company; and
  - (v) all book debts and other debts (including any funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation) now and in the future owing to the Company.
- 4 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture.

Please do not write in this margin

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

- Note 1** The Debenture contains covenants by the Company with the Bank:-
- (a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on any of the Company's property nor to dispose of any of the Company's property except that the property subject to the floating charge may be disposed of in the ordinary course of business.
  - (b) To pay into the Company's account with the Bank (or such other account as the Bank may specify from time to time) all money which the Company may receive in respect of the Company's book debts and other debts and not to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular not to realise the Company's book debts and other debts by means of book discounting, factoring or the like.
- 2** The Debenture gives the Bank power to appoint an Administrative Receiver.

Particulars as to commission allowance or discount (note 3)

For The Royal Bank of Scotland plc

Signed

*Andrew Harrison*

Date 20.8.1992

Duly Authorised Official

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.

FILE COPY



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 14th AUGUST 1992  
and created by JBR RECOVERY LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to THE ROYAL BANK OF SCOTLAND plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 21st AUGUST 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 26th AUGUST 1992

No. 2623872

*Jennifer V Evans*  
JENNIFER V. EVANS  
an authorised officer

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P 26/8/92.