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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

SS

For official use

Company number

~~X~~

2691211

Name of company

\* NEEJAM 126 LIMITED

\* Insert full name  
of company

Date of creation of the charge

15<sup>th</sup> DECEMBER 1992

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

FIXED AND FLOATING CHARGE AS EVIDENCED BY A LOAN AGREEMENT DATED  
DECEMBER 1992 AND ENTERED INTO BETWEEN THE COMPANY AND THE MORTGAGEE  
("the Agreement")

Amount secured by the mortgage or charge

(i) all monies and liabilities which may from time to time be due and  
owing from the Company to the Mortgagee whether actually or contingently  
and whether solely or jointly with any other person and in whatever  
name, style or form and whether as principal or as surety for any other  
person including (without limitation) all monies advanced to the Company  
pursuant to the Agreement; plus  
(ii) unpaid interest upon the sum in paragraph (i) above (including  
interest accrued but which may not have fallen due for payment); and  
(iii) such costs, charges, expenses or losses of or properly incurred by  
the Mortgagee and/or a receiver payable by the Company pursuant to the  
Agreement

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

Alvis plc

215 Vauxhall Bridge Road

LONDON

Postcode

SW1V 1EN

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

EDGE & ELLISON  
RUTLAND HOUSE  
148 EDMUND STREET  
BIRMINGHAM  
B3 2JR

REF: JT.CDR

Time critical reference

For official use  
Mortgage Section

REGISTERED

18 DEC 1992

Post room

ROUTED TO HOUSE

18 DEC 1992

M

69

Short particulars of all the property mortgaged or charged

By way of fixed charge, the property charged is as follows:-

- (i) all freehold and leasehold properties from time to time owned by the Company together with all buildings erected on them and all fixtures, plant and machinery affixed to or in them and all liens, mortgages, charges, options, agreements or other rights, titles and interests in or over land (whether legal or equitable) of whatever description both existing and future
- (ii) all book debts now or from time to time due or owing to the Company
- (iii) all other debts and claims now or from time to time due or owing to the Company
- (iv) all copyrights, patents, trademarks, inventions, design rights, know-how and other intellectual property rights whether registrable or otherwise and the benefit of any pending applications for such rights or of any benefits deriving from them including (without limitation) the right to receive any royalty or other payment
- (v) all the goodwill and uncalled capital of the Company
- (vi) all stocks, shares and other interests both present and future in any other company or organisation which may from time to time be due to the Company together with all rights which may from time to time attach to them
- (vii) all licences, sub-licences, agency agreements or distribution

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 15<sup>th</sup> DECEMBER 1992

On behalf of [company/mortgagee/chargee] †

† 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.

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

Please do not  
write in this  
binding margin

**Particulars of a charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

2691211

Name of Company

NEEJAM 126 LIMITED

\* delete if  
inappropriate

limited

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

Amount due or owing on the charge (continued)

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin.

Names and addresses of the persons entitled to the charge (continued)

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

agreements granted by the Company now or in the future and all monies now or from time to time due under them  
(viii) all monies now or from time to time standing to the credit of the Company's account with any bank, building society or other financial institution.

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

All of the undertaking and assets of the Company and its property both present and future both in the United Kingdom and elsewhere not previously charged in favour of the mortgagee is secured by way of floating charge.

The Company will not without the prior written consent of the mortgagee create or allow to arise or subsist any mortgage or charge or confer any lien or other encumbrance on or over the assets charged in favour of the mortgagee or any part of them (other than suppliers' retention of title in relation to stock acquired in the ordinary course of business) or sell or deal with its book or other debts or securities for money other than for the purpose of getting in and realising them in the ordinary course of business.



**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 15th DECEMBER 1992  
and created by ALVIS UAV ENGINES LIMITED

for securing all moneys due or to become due from the Company to ALVIS PLC  
under the terms of THE AGREEMENT

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 18th DECEMBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 24th DECEMBER 1992

No. 2691211

A handwritten signature in black ink, appearing to read 'M. SAHA'.

M. SAHA

an authorised officer

C.69

24/12

P25 D2  
111

**M**

COMPANIES FORM No. 395

**Particulars of a mortgage or charge****395**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of companyTo the Registrar of Companies  
(Address overleaf—Note 5)

For official use

Company number

Name of company

\* UAV ENGINES LIMITED

(Formerly named ALVIS UAV ENGINES LIMITED)

11 12

2691211

Date of creation of the charge

24 August 1994

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

FIXED AND FLOATING CHARGE AS EVIDENCED BY A LOAN AGREEMENT  
DATED 24 AUGUST 1994 AND ENTERED INTO BETWEEN THE COMPANY  
AND THE MORTGAGEE ("the Agreement")

Amount secured by the charge

- (i) all monies and liabilities which may from time to time be due and owing from the Company to the Mortgagee whether actually or contingently and whether solely or jointly with any other person and in whatever name, style or form and whether as principal or as surety for any other person including (without limitation) all monies advanced to the Company pursuant to the Agreement and the sum of £670,000.00 referred to in Clause 1.6 of the Agreement plus
- (ii) unpaid interest upon the sum in paragraph (i) above (including interest accrued but which may not have fallen due for payment); and
- (iii) such costs, charges, expenses or losses of or properly incurred by the Mortgage and/or a receiver payable by the Company pursuant to the Agreement.

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

SILVER ARROW LIMITED PARTNERSHIP

10 Roujansky St. Rishon Le-Zion 75706 ISRAEL

Postcode

Presentor's name address and  
reference (if any):ISADORE GOLDMAN  
125 High Holborn  
London WC1V 6QF

REF: HJR

Time critical reference

For Official Use  
Mortgage Section

Post Room

10 SEP 1994





Short particulars of all the property charged

By way of fixed charge, the property charged is as follows:-

- (i) all freehold and leasehold properties from time to time owned by the Company together with all buildings erected on them and all fixtures, plant and machinery affixed to or in them and all liens, mortgages, charges, options, agreements or other rights, titles and interests in or over land (whether legal or equitable) of whatever description both existing and future
- (ii) all book debts now or from time to time due or owing to the Company
- (iii) all other debts and claims now or from time to time due or owing to the Company
- (iv) all copyrights, patents, trademarks, inventions, design rights, knowhow and other intellectual property rights whether registrable or otherwise and the benefit deriving from them including (without limitation) the right to receive any royalty or other payment
- (v) all the goodwill and uncalled capital of the Company
- (vi) all stocks, shares and other interests both present and future in any other company or organisation which may from time

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Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date 9 SEPTEMBER 1994

On behalf of ~~company~~ ~~chargee~~ MORTGAGEE

† 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.
- 5 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

**Particulars of a mortgage or charge  
(continued)**Please do not  
write in this  
binding marginContinuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company number

2691211

Name of company

UAV ENGINES LIMITED

Limited\*

\*delete if  
inappropriate

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

to time attached to them  
(vii) all licences, sub-licences, agency agreements or distribution agreements granted by the Company now or in the future and all monies now or from time to time due under them  
(viii) all monies now or from time to time standing to the credit of the Company's account with any bank, building society or other financial institution including credit balance on the Account

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

All of the undertaking and assets of the Company and its property both present and future both in the United Kingdom and elsewhere not previously charged in favour of the mortgagee under the Mortgage is secured by way of floating charge.

The Company will not without the prior written consent of the mortgagee create or allow to arise or subsist any mortgage or charge or confer any lien or other encumbrance on or over the assets charged in favour of the mortgagee or any part of them (other than suppliers' retention of title in relation to stock acquired in the ordinary course of business) or sell or deal with its book or other debts or securities for money other than for the purpose of getting in and realising them in the ordinary course of business.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02691211

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 24th AUGUST 1994 AND CREATED BY UAV ENGINES LIMITED FOR SECURING £670,000 AND ALL OTHER MONIES DUE FROM THE COMPANY TO SILVER ARROW LIMITED PARTNERSHIP ON ANY ACCOUNT WHATSOEVER PURSUANT TO THE AGREEMENT DATED 16th DECEMBER 1992 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th SEPTEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th SEPTEMBER 1994 .

*M. J. H. H. H.*  
M. J. H. H. H.

for the Registrar of Companies



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

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