

M

COMPANIES FORM No. 395

Particulars of a charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

M4500

For official use
[] [] [] [] [] []

Company number

2785067

Name of company

* INGLEBY (688) LIMITED

* Insert full name
of company

Date of creation of the charge

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

Loan Stock Instrument of the Company dated 6th May 1993 ("the
Instrument") constituting £2,500,001 Secured Loan Stock 1995 ("the Stock")

Amount secured by the charge

All money and liabilities payable by the Company to the Stockholders
under or pursuant to the Instrument (including any reasonable
charges and expenses incurred by the Stockholders in the enforcement
of any obligation or security or attempted enforcement thereof)

6908

I hereby certify that a loan stock instrument dated 6 May 1993
and created by Ingleby (688) Limited for securing £2,500,001
secured loan stock 1995 and all other monies due under
the terms of the instrument (as defined)

W - 10.5.93

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

The Stockholders (as defined in the Loan Stock) from time to time who
are at the date hereof 3i Group plc, National Westminster Bank PLC and

International Marine Systems PLC

Postcode

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

EVERSHED WELLS & HIND
10 Newhall Street
Birmingham
B3 3LX

IEK/PAJ/105

Time critical reference

For official Use
Mortgage Section

REGISTERED

10 MAY 1993

Post room



Short particulars of all the property charged

Please do not
write in
this margin

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

By way of fixed charge all the Company's freehold and leasehold property both present and future and all buildings and fixtures (including trade fixtures), fixed plant and machinery and all vendor's liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) in or over the land; all book and other debts and claims both present and future due or owing to it and the benefit of all rights relating thereto as described in the Instrument; all stocks, shares and other interests both present and future as described in the Instrument; and goodwill and uncalled capital both present and future.

By way of floating charge the undertaking and all property and assets of the Company both present and future.

The Company shall not have the power without the written consent of the holder or holders when taken together of one half in nominal value of the Stock to create or allow to subsist any specific or other mortgage, debenture, charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the premises charged or any part thereof ranking either in priority to or pari passu with any charge created other than the security of Lloyds Bank PLC

Particulars as to commission allowance or discount (note 3)

None

Signed Gareth Davis Huad

Date 10th May 1993

On behalf of [company][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.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Loan Stock Instrument dated 6th MAY 1993 and created by the Company for securing £2,500,001 Secured Loan Stock 1995 and all other monies due payable by the Company to "the Stockholders" (as defined) under the terms of the Instrument (as defined) was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 10th MAY 1993.

Given under my hand at the Companies Registration Office,
Cardiff the 12th MAY 1993.

No. 2785067

PHIL DAVIES
an authorised officer

C.69d (Rev)



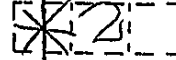
Particulars of a mortgage or charge

395Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use



Company number

2785067

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

Name of company

* INGLEBY (668) LIMITED

* Insert full name
of company

Date of creation of the charge

6TH MAY 1993

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

Single Debenture

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent which then were or at any time thereafter might be due owing or incurred by the Company to the Bank or for which the Company might be or become liable to the Bank on any current or other account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with interest to the date of payment commission banking charges and any legal or other costs charges and expenses incurred by the Bank in relation to the Debenture or in enforcing the security thereby created.

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

Lloyds Bank Plc

71 Lombard Street

London

Postcode

EC3P 3BS

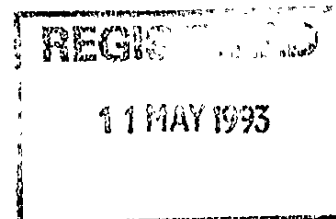
Presentor's name address and
reference (if any):Martineau Johnson
St. Philips House
St. Philips Place
Birmingham B3 2PP

Ref: AJS

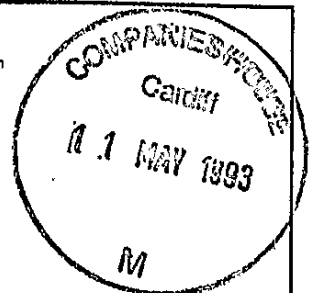
Time critical reference

For official Use

Mortgage Section



Post room



Please do not
write in this
binding margin

First - The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule to the Debenture and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all vendor's liens mortgages charges options agreements and rights titles and interests (whether legal or equitable) in or over land of whatever description both present and future.

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

Secondly - All book debts both present and future due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation or proprietary rights rights of tracing and unpaid vendors liens and similar and associated rights.

Thirdly - All other monetary debts and claims (including without limitation deposits and credit balances held by third parties from time to time) both present and future (including things in action which give rise may give rise to a debt or debts) due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as aforesaid and all copyrights patents trademarks inventions design rights knowhow and other intellectual property rights and the benefit of any pending applications for the same and all benefits deriving therefrom including but not limited to royalties fees profit sharing agreements and income arising therefrom now or at any time hereafter belonging to the Company.

(See continuation sheet)

Particulars as to commission, allowance or discount (note 3)

NIL

Signed Martine

Date 10TH MAY 1993

On behalf of {company}/{mortgagee/chargee}:-

Lloyds Bank Plc

† 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.

Fourthly - (i) All stocks and shares and other interests including (without prejudice to the generality the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any company which then was or might thereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof) of the Company; and

(ii) the full benefit of all stocks shares and securities which or the certificates of which were then or might at any time thereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees; and

(iii) all rights in respect of or incidental to the Charged Property described at (i) and (ii) above (the Charged Property (i) to (iii) Fourthly described being hereinafter called "the Securities"); and

(iv) all stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Securities including all dividends interest and other income payable in connection therewith (all of which Charged Property (i) to (iv) Fourthly described are hereinafter called "Interests in Securities"); and

Fifthly - The goodwill and the uncalled capital of the Company both present and future.

Sixthly - The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First Secondly Thirdly Fourthly and Fifthly described (if and in so far as the charges thereon or on any part or parts thereof therein contained should for any reason be ineffective as fixed charges). The charges created by the Debenture are as regards the Charged Property First Fourthly and Fifthly described fixed first charges (and as regards all those parts of the Charged Property First described then vested in the Company constitute a charge by way of legal mortgage thereon) and as regards all Charged Property secondly and Thirdly described shall constitute first fixed mortgages by assignment subject to re-assignment on redemption and as to the Charged Property Sixthly described the charge so created is a floating charge. The Company may not without the consent in writing of the Bank:

(i) sell assign discount factor charge or otherwise dispose of the Charged Property Secondly or Thirdly described or any part thereof save in accordance with Clause 9(d) of the Debenture set out below or deal with the same in any way otherwise than in accordance with the said sub-clause.

(ii) create or allow to subsist any specific or other mortgage debenture or charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property ranking either in priority to or paripassu with any charge thereby created.

(iii) transfer sell or otherwise dispose of the whole or any material part of the Charged Property Sixthly described except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture. By Clause 9(d) of the Debenture the Company covenanted that it would pay into its account or accounts with the Bank all moneys which it might receive in respect of the book and other debts and claims mortgaged. (by way of assignment) or charged by it or in respect of the Interests in Securities..

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 6th MAY 1993
and created by INGLEBY (668) LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to LLOYDS BANK Plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th MAY 1993

Given under my hand at the Companies Registration Office,
Cardiff the 14th MAY 1993

No. 2785067

Post
14.5.93
M

A handwritten signature in cursive script, appearing to read 'Misaha'.

M. SAHA
an authorised officer

C.69a