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CHWP000

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

7

3047122

Name of company

* insert full name
of company

*AXSIA LIMITED

I, ROGER GREGORY

of AXSIA HOUSE, WATERWELLS BUSINESS PARK, GLOUCESTER, GL2 4AS

† delete as
appropriate

~~† a director †~~ ~~† the secretary †~~ ~~† the administrator †~~ ~~† the administrative receiver †~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in ~~† full †~~ ~~† part †~~

insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc

Date and description of charge # SECURITY AGREEMENT DATED 16 MARCH 2001

Date of registration 4 APRIL 2001

α the date of
registration may be
confirmed from the
certificate

Name and address of ~~† chargee †~~ trustee for the debenture holders ~~†~~ J.P. MORGAN EUROPE LTD
(FORMERLY CHASE MANHATTAN INT. LTD) TRINITY TOWER, 9 THOMAS MORE ST., LONDON

Short particulars of property charged § SEE CONTINUATION SHEETS ATTACHED.

§ insert brief details
of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 17 St John's Lane
Gloucester

Declarant to sign below



Day Month Year
on 1 4 0 4 2 0 0 4

before me C.H. Rivers C.H. RIVERS

A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on a
Commissioner for Oaths.

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

Vinson & Elkins (Ref: JPL)
Level 33
CityPoint
One Ropemaker Street
London
EC2Y 9UE

Tel: 020 7065 6035

For official Use (02/00)
Mortgage Section

Post room



A13
COMPANIES HOUSE

RECXXUF3

0512
20/04/04

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

1. Security

The Chargor creates the following security in favour of the Bank, as security for the payment of all the Secured Liabilities.

1.1 Investments

The Chargor secures:

- (a) by way of a first legal mortgage all shares in any member of the Group (other than the Chargor) owned by it or held by any nominee on its behalf; and
- (b) (to the extent that they are not the subject of a mortgage under sub-paragraph (a) above) by way of a first fixed charge its interest in all Investments.

1.2 Plant and machinery

The Chargor secures by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

1.3 Credit balances

The Chargor secures by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Security Agreement) it has with any person and the debt represented by it.

1.4 Book debts etc.

The Chargor secures by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

1.5 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

1.6 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

- (a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this paragraph 1.

- (b) any letter of credit issued in its favour; and
- (c) any bill of exchange or other negotiable instrument held by it.

1.7 Intellectual property

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

1.8 Miscellaneous

The Chargor secures by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above; and
- (e) its uncalled capital.

1.9 Floating charge

The Chargor secures by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this paragraph 1.

2. Restrictions on Dealings

The Chargor must not, unless expressly allowed under the Credit Agreement:

- (a) create or permit to subsist any Security Interest on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under paragraph 1.9 above (Floating charge).

Company: Axsia Limited
Continuation Sheet Number: 3

In this form 395:

A Loan Document or another document is a reference to that Loan Document or other document as amended, novated or supplemented.

"Assignment and Acceptance"

has the meaning given to that term to it in Section 11.6(b) of the Credit Agreement.

"Bankers' Acceptance"

means a bill of exchange as described in Section 2.3 of the Credit Agreement.

"Bankers' Acceptance Notices"

has the meaning given to that term in Section 2.3(a) of the Credit Agreement.

"Canadian Letters of Credit"

has the meaning given to that term in Section 2.2 of the Credit Agreement.

"Credit Agreement"

means the credit agreement dated 16th March, 2001 between (among others) Axsia Group Limited, the Bank, NATCO Group Inc., NATCO Canada Ltd, The Chase Manhattan Bank and various lenders defined therein.

"Group"

means Starfish Acquisition Limited and its Subsidiaries.

"Investments"

means (a) the Shares, (b) all other shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets, (c) any dividend or interest paid or payable in relation to any of the above and (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

"Issuer"

means the issuer (or, where applicable, each issuer) of a Letter of Credit under the Credit Agreement.

"Letters of Credit"

means the US Letters of Credit, the Canadian Letters of Credit and the UK Letters of Credit.

"Letter of Credit Liabilities"

means, at any time and in respect of any Letter of Credit, the sum of (i) the amount available for drawings under such Letter of Credit plus (ii) the aggregate unpaid amount of all Reimbursement Obligations at the time due and payable in respect of previous drawings made under such Letter of Credit.

"Loan Documents"

means, collectively, the Credit Agreement, the Notes, the Bankers' Acceptances, the Bankers' Acceptance Notices, the Guaranties (as defined in the Credit Agreement), the Contribution Agreements (as defined in the Credit Agreement), all Applications (as defined in the Credit Agreement), the Security Documents (as defined in the Credit Agreement), the Notice of Entire Agreement (as defined in the Credit Agreement), all instruments, certificates and agreements now or hereafter executed or delivered by any Obligor (as defined in the Credit Agreement) to any Agent (as defined in the Credit Agreement) or any Lender (as defined in the Credit Agreement) pursuant to any of the foregoing or in connection with the Obligations (as defined in the Credit Agreement) or any commitment regarding the Obligations (as defined in the Credit Agreement), and all amendments, modifications, renewals, extensions, increases and rearrangements of, and substitutions for, any of the foregoing.

"Notes"

have the meaning assigned to such term in Section 2.7 of the Credit Agreement.

"Reimbursement Obligations"

means, as at any date, (i) the obligations of any Borrower (as defined in the Credit Agreement) then outstanding, or which may thereafter arise, in respect of Letters of Credit under the Credit Agreement, to reimburse the applicable Issuers for the amount paid by such Issuers in respect of any drawing under such Letters of Credit and (ii) the obligations of the Canadian Borrower (as defined in the Credit Agreement) then outstanding, or which may thereafter arise, in respect of any Bankers' Acceptance purchased by any Canadian Lender (as defined in the Credit Agreement) or paid by it on maturity thereof.

"Security Assets"

means all assets of the Chargor the subject of any security created by the Security Agreement.

"Security Interest"

means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Shares"

means any shares, stocks, debentures, bonds or other securities and investments in Axsia Serck Baker Limited and Axsia Howmar Limited.

"Subsidiary"

means, as to a particular parent company, any entity of which more than 50% of the indicia of equity rights (whether outstanding capital stock or otherwise) is at the time directly or indirectly owned by, such parent company.

"UK Borrower"

means, Axsia Group Limited.

"UK Commitment"

means, as to any UK Lender, the obligation, if any, of such UK Lender to make UK Revolving Loans, incur or participate in Letter of Credit Liabilities relating to UK Letters of Credit in an aggregate principal amount at any one time outstanding up to (but not exceeding) the amount, if any, set forth opposite such UK Lender's name on the signature pages of the Credit Agreement under the caption "UK Commitment", or otherwise provided for in an Assignment and Acceptance (as the same may be increased or reduced from time to time pursuant to Section 2.4 of the Credit Agreement).

"UK Lender"

means a lender party to the Credit Agreement with any UK Commitment or any outstanding UK Obligations.

"UK Obligations"

means, as at any date of determination thereof, the sum of the following (determined without duplication): (i) the aggregate principal amount of UK Revolving Loans outstanding hereunder on such date, plus (ii) the aggregate amount of Letter of Credit Liabilities outstanding on such date relating to UK Letters of Credit.

"UK Revolving Loan"

means any revolving credit loan made pursuant to Section 2.1(c) of the Credit Agreement.

"UK Letters of Credit"

means letters of credit issued at the request of the UK Borrower pursuant to Section 2.2 of the Credit Agreement.

"US Letters of Credit"

has the meaning given to that term in Section 2.2 of the Credit Agreement.