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CHFP025

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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

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

16823
£30x3
[Stamp: 18]

3141672

Name of company

* The Hay Hall Group Limited (the "Company")

Date of creation of the charge

7 July 2000

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

Supplemental Deed - Assignment of Acquisition Agreement (Bibby/Huco Acquisition) (the "Assignment") granted by the Company in favour of Mithras Investment Trust plc (the "Facility Agent") as agent for itself and the other Secured Parties (as defined below)

Amount secured by the mortgage or charge

The Secured Liabilities as defined in the Debenture (as defined below)

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

Mithras Investment Trust plc
Temple Court
11 Queen Victoria Street
London

Postcode EC4N 4TP

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

Denton Wilde Sapte
1 Fleet Place
London

EC4M 7WS

NDC/PXS/58120.11/BF447696

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0819
25/07/00

The Company with full title guarantee (and to the intent that the security so constituted shall be a continuing security in favour of the Facility Agent as agent for itself and for the Secured Parties) assigned by way of security all of the Company's rights, title and interest (both present and future) in and to the Acquisition Agreement (as defined below) and the proceeds of any claim or action under the Acquisition Agreement.

Note: The Company covenanted that in relation to the Acquisition Agreement it shall not:

(a) make or consent to any modification, amendment, suspension, cancellation or termination thereof; or

(b) consent or agree to any waiver or release of any obligation of any part (other than to itself).

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Denton Wilde Sapte

Date

25/7/00

On behalf of ~~[company]~~ [mortgagee/chargee] †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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 Cheques and Postal Orders are to 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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**Particulars of a mortgage or charge
(continued)**

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binding margin

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

Please complete
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Company Number

3141672

Name of Company

The Hay Hall Group Limited (the "Company")

~~limited~~*

* delete if
inappropriate

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

**Please complete
legibly, preferably
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bold block lettering**

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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bold block lettering

Definitions

"Acquisition Agreement" means the sale and purchase agreement dated on or around the same date as the Assignment between the Vendor and the Company relating to the sale by the Vendor and the purchase by the Company of the entire issued share capital of Bibby Group Limited and Huco Power Transmissions Limited.

"Credit Agreement" means the credit agreement dated 30 January 1996 (as amended) made between the Company and certain of its subsidiaries, the Facility Agent and certain banks.

"Debenture" means the debenture dated 30 January 1996 pursuant to which the Company charged all of its undertakings and assets in favour of the Facility Agent as continuing security for the payment of the Secured Liabilities.

"Secured Parties" has the meaning ascribed to that term in the Credit Agreement.

"Vendor" means Chargeready Limited, a company incorporated in England and Wales with registered number 3196056.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03141672

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED - ASSIGNMENT OF ACQUISITION AGREEMENT (BIBBY/HUCO ACQUISITION) (THE "ASSIGNMENT") GRANTED BY THE COMPANY IN FAVOUR OF MITHRAS INVESTMENT TRUST PLC (THE "FACILITY AGENT") AS AGENT FOR ITSELF AND THE OTHER SECURED PARTIES (AS DEFINED) DATED THE 7th JULY 2000 AND CREATED BY THE HAY HALL GROUP LIMITED FOR SECURING THE SECURED LIABILITIES AS DEFINED IN THE DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th JULY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JULY 2000.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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