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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

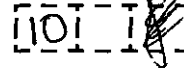
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4606

Name of company

* SK Realisation Limited (the "Company")

Date of creation of the charge

6 August 1999

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

Deed of Accession dated 6 August 1999 made between Midland Bank plc acting as trustee for the Beneficiaries (the "Security Trustee") and Brown, Shipley & Co. Limited (the "member of the Workout Group") and the Company (the "Deed").

Amount secured by the mortgage or charge

The Deed is made supplemental to a debenture dated 27 May 1999 made between the Company and the Security Trustee (the "Debenture"), as amended by a deed of charge and amendment dated 6 August 1999 made between the Company, the Security Trustee and GEI International Plc (the "Deed of Amendment"). The Debenture as amended by the Deed of Amendment is referred to as the "Amended Debenture".

The Debenture was registered with Companies House on 9 June 1999. The Deed of Amendment has been presented for registration to Companies House.

(Please see continuation sheet number 1.)

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

Brown, Shipley & Co. Limited
Founders Court
Lothbury
London

Postcode EC2R 7AG

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

Eversheds
Senator House
85 Queen Victoria Street
London
EC4V 4JL

Ref: REP/HJW

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. Under the Amended Debenture, the Company with full title guarantee charged by way of:

1.1 legal mortgage all freehold and leasehold land then vested in the Company together with all fixtures fittings and fixed plant and machinery then or at any time thereafter thereon including without limitation the land described or referred to in the First Schedule(s) to the Debenture subject only to the incumbrances (if any) referred to in the Second Schedule(s) to the Debenture;

1.2 first fixed charge (subject only to any incumbrances registered at the Companies Registry prior to 20 May 1999 insofar as the same were still subsisting):

(i) (save to the extent any of the following was charged pursuant to the legal mortgage referred to in paragraph 1 above) all the present and future right title and interest of the Company in or to any freehold or leasehold land or other immoveable property wherever situated and all fixtures fittings and fixed plant and machinery now or at any time hereafter thereon;

(Please see continuation sheet number 1.)

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Particulars as to commission allowance or discount (note 3)

Not applicable

Signed

Everbody

Date

19/8/99

On behalf of ~~company~~ ~~(mortgagee/chargee)~~ † the member of the Workout Group

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 CF4 3UZ

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

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**Particulars of a mortgage or charge
(continued)**

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

CHFP025

Please complete
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Company Number

4606

Name of Company

SK Realisation Limited (the "Company")

Limited*

* delete if
inappropriate

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

By executing the Deed the member of the Workout Group requested that it should become one of the Beneficiaries under the Amended Debenture. The member of the Workout Group agreed to be bound by the terms of the Amended Debenture and acknowledged that the Security Trustee should act for the benefit of the member of the Workout Group as a Beneficiary in relation to the Debenture.

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By its execution of the Deed, the Company acknowledged and agreed that the member of the Workout Group would, with effect from the date of the Deed, be a Beneficiary under the terms of the Amended Debenture.

Under the Amended Debenture the amount secured is all monies and liabilities which then were or at any time thereafter might be due, owing or incurred to the Security Trustee or any of the Beneficiaries by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way or whatsoever (including without limitation all monies payable under Clause 31 of the Debenture including (as well after as before any demand made or judgment obtained) interest, discount, commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Security Trustee relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of the Security Trustee (but so that interest should be computed at the rate of three per cent per annum over the Security Trustee's Base Rate from time to time ruling).

For the purposes of this Form 395, terms defined in the Amended Debenture shall have the same meaning when used in the Deed.

"Beneficiary" means the Original Beneficiary and each member of the Workout Group which becomes a Beneficiary in accordance with the terms of Clause 36 of the Amended Debenture and "Beneficiaries" shall be construed accordingly;

NB. The effect of the Deed is that the member of the Workout Group becomes a Beneficiary in accordance with the terms of Clause 36 to the Amended Debenture.

"Original Beneficiary" means Midland Bank plc acting for this purpose through its office at 27 Poultry, London, EC2P 2BX;

"Companies" means the Parent, and each of the companies set out below:

Allspeeds Limited
Ayers & Grimshaw Limited
Europack Engineering Co Limited
Gallay Containers & Systems Limited
GEI Engineering Products Limited
GEI (Europe) Limited
GEI Filling, Capping & Labelling Limited
GEI Group Operations Limited
GEI Packaging Machinery Limited
GEI Processing & Packaging Machinery Limited
GEI Special Products Limited
GEI Special Steels Limited
G & EI Special Products Limited
Hemmings Limited
Turbo Systems Limited
SK Realisation Limited
SKD Realisation Limited

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

**Please complete
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(ii) the benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to any land referred to in the Amended Debenture and/or to any trade or business from time to time carried on by the Company;

(iii) all chattels then or at any time thereafter belonging to the Company (excluding any of the same for the time being forming part of the stock in trade or work-in-progress of the Company or which were for the time being otherwise effectively charged by way of legal mortgage or fixed charge under the Debenture);

(iv) all book debts and other debts and monetary claims (including without limitation any credit balance on any account of the Company with any bank or other person (other than the Security Trustee) and any rents licence fees or other payments due from any lessee licensee or occupier of any immovable property wherever situated) then or at any time thereafter due owing or incurred to the Company (excluding such debts and claims (if any) as the Security Trustee might from time to time have agreed in writing with the Company shall not be subject to the fixed charge and excluding also such debts and claims as are charged pursuant to paragraph (v)) together with the full benefit of all guarantees and securities therefor and all liens reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts");

(v) any credit balance on any account of the Company with any of the Beneficiaries;

(vi) all goodwill and uncalled capital for the time being of the Company;

(vii) all stocks shares debentures bonds loan capital and other securities of any description of any other person (including without limitation any subsidiary or subsidiary undertaking of the Company) and all rights to subscribe or convert other securities into or otherwise acquire any such securities then or at any time thereafter belonging to the Company together with all dividends interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing (collectively called the "securities");

(viii) all letters patent trademarks service marks designs utility models copyrights design rights applications for registration of any of the foregoing and the right to apply for them in any part of the world moral rights inventions confidential information know how and rights of like nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered then or at any time thereafter belonging to the Company (collectively called the "intellectual property");

(ix) all policies of life insurance or assurance and all rights and claims to which the Company was then or might at any time thereafter become entitled in relation to the proceeds thereof or of any other policies of insurance of any description;

(x) all rights and other property to which the Company was then or might at any time thereafter become entitled as a result of or in connection with any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction;

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

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company Number

4606

Name of Company

SK Realisation Limited (the "Company")

Limited*

* delete if
inappropriate

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

"Parent" means GEI International Plc, company number 326365 whose registered office is situated at Aspley Hill, Woburn Sands, Bedfordshire, MK17 8NW.

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

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(xi) (save to the extent any of the following was charged pursuant to the paragraphs of the Amended Debenture set out above) the benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including without limitation any finance leases and hire or hire-purchase agreements) then or at any time thereafter entered into by the Company; and

(xii) (save to the extent any of the following was charged pursuant to the paragraphs of the Debenture set out above) the proceeds of sale of any property referred to in those paragraphs; and

1.3 floating charge all the undertaking of the Company and all its property whatsoever and wheresoever both present and future (other than any part thereof which was for the time being effectively charged by way of legal mortgage or fixed charge thereunder and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated).

2. The Company covenanted that it would not except with the prior written consent of the Security Trustee:-

(a) create or purport to create or permit to subsist over all or any of the charged property any mortgage charge lien pledge or other security other than the Amended Debenture and the encumbrances (if any) referred to in the Second Schedule of the Debenture; or

(b) release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the debts save as expressly provided in the Amended Debenture; or

(c) part with sell or dispose of all or (except in the ordinary course of the Company's business and for the purpose of carrying on the same) any of the charged property for the time being charged only by way of floating charge under the Amended Debenture.

3. The Amended Debenture contains a covenant for further assurances and a supporting power of attorney.

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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. 00004606

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION MADE BETWEEN MIDLAND BANK plc ACTING AS TRUSTEE FOR THE BENEFICIARIES (THE "SECURITY TRUSTEE") AND BROWN, SHIPLEY & CO. LIMITED (THE "MEMBER OF THE WORKOUT GROUP") AND THE COMPANY (THE "DEED") DATED THE 6th AUGUST 1999 AND CREATED BY SK REALISATION LIMITED FOR SECURING THE DEED IS MADE SUPPLEMENTAL TO A DEBENTURE DATED 27 MAY 1999 MADE BETWEEN THE COMPANY AND THE SECURITY TRUSTEE (THE "DEBENTURE") AS AMENDED BY A DEED OF CHARGE AND AMENDMENT DATED 6 AUGUST 1999 MADE BETWEEN THE COMPANY, THE SECURITY TRUSTEE AND GEI INTERNATIONAL Plc (THE "DEED OF AMENDMENT"). THE DEBENTURE AS AMENDED BY THE DEED OF AMENDMENT IS REFERRED TO AS THE "AMENDED DEBENTURE". ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE OR ANY OF THE BENEFICIARIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th AUGUST 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th AUGUST 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC026B