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Particulars of a mortgage or charge



Pursuant to section 395 of the Companies Act 1985

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legibly, preferably
in black type, or
old block
lettering

To the Registrar of Companies

For official use

Company number

403085

Name of company

*SPENCER MESH LIMITED (the "Chargor") whose registered office is at

Harlescott Lane, Shrewsbury, Shropshire SY1 3AS

Date of creation of the charge

24 August 1999

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

A Supplemental Debenture dated 24 August 1999 (the "Supplemental Debenture") made between Acertec Engineering Limited (1), Hall Industries Limited (2), Stadco Limited (3), Hall Engineering Limited (4), Norlec Engineering Limited (5), HEH Investments Limited (6), Carrington Weldgrip Limited (7), the Chargor (8), SG Industries Limited (9), SG Industries (UK) Limited (10), HE(H) Trading Limited (11), Square Grip Limited (12), BRC Square Grip Limited (13), The British Reinforced Concrete Engineering Co. Limited (14), Weldgrip Limited (15), BRC China Limited (16), BRC Asia Pte Limited (17), Hall Engineering (Far East) Pte Limited (18), Carrington Wire Asia Pte Limited (19) (BRC Asia Pte Limited, Hall Engineering (Far East) Pte Limited and Carrington Wire Asia Pte Limited, together the "Singapore Charging Subsidiaries"), Hall AG ("Hall Swissco") (20) (the "Charging Entities") and Chase Manhattan International Limited (the "Security Agent") (21).

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

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Time critical reference

For official Use
Mortgage Section

Post room



Norton Rose

Amount secured by the mortgage or charge

The Supplemental Debenture contains the following recitals:

“(A) This Deed is supplemental to an English Law governed composite guarantee and debenture (the “Debenture”) dated 23 July 1999 and made between the parties hereto.

(B) The parties to this Deed wish the Debenture to be amended as described below.”

Pursuant to the Supplemental Debenture, it is agreed that the Debenture shall be amended principally as follows:

(1) The definition of “Finance Documents” shall be deleted and replaced with:

““Finance Documents” has the meaning given to it in the Facilities Agreement together with any agreement by an Ancillary Facilities Bank to provide BACS facilities and any guarantee provided by an Ancillary Facilities Bank of any BACS facilities provided by an Approved Bank;”.

(2) Clause 2.6 of the Debenture shall be deleted and replaced with the following:

"Notwithstanding any other provision of this Deed, until such time as a Singapore Charging Subsidiary has delivered to the Security Agent a duly and validly executed certificate in the form set out in schedule 5, the Guarantee provided by such Singapore Charging Subsidiary shall be limited so as not to extend to any Indebtedness in respect of the Acquisition Term Facility or the Refinancing Singapore Dollar Facility (including, for the avoidance of doubt, any interest in respect thereof) or Indebtedness otherwise incurred in connection with the financing of (or refinancing of any Indebtedness previously incurred in connection with the financing of) the acquisition of shares in such Singapore Charging Subsidiary or any of its holding companies."

(3) Clause 15 of the Debenture shall be amended by the addition of the following sub-clause 15.12:

“The covenants, agreements, obligations and liabilities of the Charging Entities contained in clauses 2.1 and 2.2 of this Deed or implied on their part are joint and several and shall be construed accordingly.”

(4) Schedule 1 to the Debenture shall be deleted and replaced with schedule 1 to the Supplemental Debenture.

Pursuant to clause 7 of the Supplemental Debenture the Chargor confirms that the Encumbrances created by it under or pursuant to the Debenture and the other Security Documents (if any) it is a party to remain in full force and effect and extend, subject to clause 2.6 of the Debenture (as amended), to cover the increased amount of the Secured Obligations and each Charging Entity hereby covenants and gives the guarantee, subject in the case of the Singapore Charging Subsidiaries to clause 2.6 of the Debenture (as amended), in the form contained in clauses 2.1 and 2.2 of the Debenture (for the avoidance of doubt, as amended by the Supplemental Debenture).

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

Chase Manhattan International Limited of 125 London Wall, London EC2Y 5AJ as Security Agent for and on behalf of the Finance Parties (as defined in the Supplemental Debenture) from time to time.

Short particulars of all the property mortgaged or charged

Clause 8.1 of the Supplemental Debenture states that as a continuing and further security for the discharge and payment of the Secured Obligations (including, without limitation, the increased amount thereof) and with full title guarantee each Charging Entity (other than Hall Swissco):

- (a) thereby charges to the Security Agent by way of a legal mortgage all freehold and leasehold property (other than any heritable property in Scotland) owned by the Chargor or in which the Chargor has an interest, at the date of the charge; and
- (b) thereby charges to the Security Agent all its other assets and undertakings (and all rights in respect thereof) in the manner described in clauses 3.1 and 3.2 of the Debenture as if such clauses of the Debenture were set out in the Supplemental Debenture in full, mutatis mutandis.

Clause 8.4 of the Supplemental Debenture states that the Encumbrances created by the Chargor pursuant to clause 8.1 of the Supplemental Debenture are separate and distinct from, and do not merge with, the Encumbrances created by the Chargor over the Charged Assets pursuant to clauses 3.1 and 3.2 of the Debenture.

Clause 9.4 of the Supplemental Debenture states that, save as amended by the Supplemental Debenture, the provisions of the Debenture shall continue in full force and effect and the Supplemental Debenture and the Debenture shall be read and construed as one instrument.

Short particulars of all the property mortgaged or charged by the Debenture were set out in a Form M395 dated 12 August 1999.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

NOFTON ROSE

Date

10/09/99

On behalf of chargee

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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.

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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. 00403085

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE TO TARGET GROUP DEBENTURE DATED THE 24th AUGUST 1999 AND CREATED BY SPENCER MESH LIMITED FOR SECURING THE SECURED OBLIGATIONS DUE OR TO BECOME DUE FROM EACH CHARGING ENTITY TO CHASE MANHATTAN INTERNATIONAL LIMITED AS SECURITY AGENT FOR AND ON BEHALF OF THE FINANCE PARTIES (AS DEFINED IN THE SUPPLEMENTAL DEBENTURE) FROM TIME TO TIME UNDER OR PURSUANT TO THE DEBENTURE (AS AMENDED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th SEPTEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th SEPTEMBER 1999 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

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