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COMPANIES FORM No. 395

Particulars of a mortgage or charge

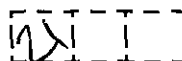
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00551134

Name of company

* KVAERNER ESTATES LIMITED (the "Chargor")

Date of creation of the charge

21st December, 2001

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

Security Agreement, dated 21st December, 2001, between the Chargor and the Paying Agent (the "Deed").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Finance Party under each Finance Document to which the Chargor is a party, except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 ("Secured Liabilities").

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

Den Norske Bank ASA, Stranden 21, N-0021 Oslo, Norway (the "Paying Agent") as agent and trustee for the Finance Parties.

Postcode

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

Allen & Overy
1 New Change
London, EC4A 9QQ
FMB/ MJJH BK:923349.1
Matter: 17928-01567

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

0490
31/12/01

Time critical reference

Please see continuation sheet for further details and defined terms.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Allen & Overy

Date 31 December, 2001

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

SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

1. Creation of Security

provided

1.1 General

- (a) All the security created under the Deed:
 - (i) is created in favour of the Paying Agent;
 - (ii) is security for the payment of all the Secured Liabilities; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
 - (i) the Chargor must notify the Paying Agent promptly;
 - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) unless the Paying Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed.
- (c) The Paying Agent holds the benefit of the Deed on trust for the Finance Parties.

1.2 Land

- (a) The Chargor charged:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (Security assets) to this Form 395 under the heading **Real Property**; and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in paragraph (a) to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

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Form 395
Continuation Sheet 2/4

Further restrictions relating to the property charged

2. Restrictions On Dealings

The Chargor has agreed that it will not:

- (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 in certain circumstances as set out in the Credit Agreement.

3. Insurance

The Chargor has agreed that all moneys received or receivable under any insurance in respect of the Insured Property Assets must be applied:

- (a) in replacing, restoring or reinstating the Insured Property Assets destroyed or damaged or in any other manner which the Paying Agent may agree; or
- (b) after a default has occurred under the Credit Agreement, if the Paying Agent so directs and the terms of the relevant insurances allow, in or towards satisfaction of the Secured Liabilities.

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SCHEDULE ONE - SECURITY ASSETS

REAL PROPERTY

All that leasehold property known as Prince of Wales Road, Sheffield with registered title number YWE25838.

✓ All that freehold property known as Darnall Works, Prince of Wales Road Sheffield with registered title number YK2520.

All that freehold property known as Prince of Wales Road, Sheffield with registered title number SYK432750.

All that freehold property known as 712, 714, 716 and 718 Prince of Wales Road, Sheffield with registered title number SYK31651.

All that freehold property known as land and buildings to the East Side of Prince of Wales Road, Sheffield with registered title number YWE25837.

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The terms used in this Companies Form 395 have the meanings set out below:

"Banks"

means certain banks and financial institutions party to the Credit Agreement as lenders.

"Company"

means Kværner ASA.

"Credit Agreement"

means the NOK 140 million credit agreement dated 18th October, 2001 between (among others) the Chargor and the Paying Agent.

"Finance Document"

means the Credit Agreement, the Deed or any other document designated as such by the Paying Agent and the Company. This term includes all amendments and supplements including supplements providing for further advances.

"Finance Party"

means a Bank or the Paying Agent.

"Insured Property Asset"

means the Premises and all the Chargor's other assets of an insurable nature in the Premises.

"Premises"

means all buildings and erections included in the definition of "Security Assets".

"this Security"

means any security created by the Deed.

"Security Assets"

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

"Security Document"

means the Deed

"Security Interest"

means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, finance lease, sale and repurchase or sale and leaseback arrangement, sale of receivables on a recourse basis or security interest or any other agreement or arrangement having the effect of conferring security.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00551134

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 21st DECEMBER 2001 AND CREATED BY KVAERNER ESTATES LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY UNDER EACH FINANCE DOCUMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JANUARY 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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