

THE COMPANIES ACTS 1948 TO 1976

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

M8/18 Sep/Liv.

47

Please do not
write in this
binding margin

For official use

M 6 3

Company number

873028

Please complete
legibly, prefer-
ably in black
type, or bold
black lettering* delete if
inappropriate

Name of company

Drexel Equipment (U.K.)

Limited*

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Floating Charge by Drexel Equipment (U.K.) Limited dated
14th September 1980

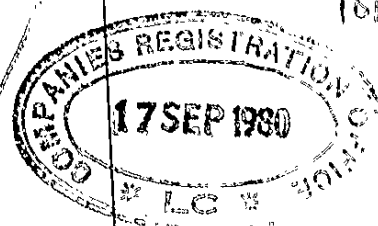
Amount due or owing on the mortgage or charge

All monies and liabilities now or at any time hereafter due
owing or incurred to the Bank by the Company in any way
whatsoever.

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

Clydesdale Bank Limited whose Registered Office is at Number
Thirty Saint Vincent Place, Glasgow, Strathclyde,Presentor's name, address and
reference (if any):Clydesdale Bank Limited
Lombard Street
LondonFor official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in this
binding margin

The Undertaking of the Company and all its property whatsoever and whosoever both present and future including its uncalled capital for the time being ("the assets") but so that the Company shall not except with the prior written consent of the Bank:-

Please complete
legibly, prefer-
ably in black
type or bold
block lettering

- (a) create or permit to subsist over all or any of the assets any mortgage charge lien pledge or other security ranking in priority to or pari passu with the charge thereby created; or
- (b) 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 assets; or
- (c) deal with its book or other debts or securities for money otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities.

Particulars as to commission, allowance or discount (note 3)

NIL

Signed

Ch S. Datta

Date

4th September 1980

Designation of position in relation to the company

Company Secretary

Notes

- 1 The original instrument creating the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Section 95 (1)). 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 copy instrument could in due course of post, and if posted with due diligence, have been received in the United Kingdom (section 95 (3)). A certified copy of the instrument creating the charge will only be accepted where the property charged and the charge so created are both outside the United Kingdom (section 95 (3)) and in such cases the copy must be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company.
- 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the **4th September 1980**
and created by **DIESEL EQUIPMENT (U.K.) LIMITED**

for securing all moneys now due, or hereafter to become due, or from time to time accruing
due from the Company to **Clydesdale Bank Limited**
on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on
the **17th September 1980**

Given under my hand at Cardiff the

4 Sep 1980

No. **873028**

J. RENOWDEN
Assistant Registrar of Companies

Certificate and instrument received by

Rad

.....
Date: **21.9.80**

M

THE COMPANIES ACTS 1948 TO 1976

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

M121/OCT 13/CF

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Please do not
write in this
binding margin

For official use

Company number

M 121

873023

Name of Company

DREXEL EQUIPMENT (U.K.)

Limited*

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Standard Security by Drexel Equipment (U.K.) Limited in favour of Clydesdale Bank Limited dated 15th September 1981 and recorded in the Division of the General Register of Sasines for the County of Angus on 5th October, 1981.

Amount due or owing on the mortgage or charge

All sums which are now and may at any time hereafter become due to the Clydesdale Bank Limited in any manner of way by Drexel Equipment (U.K.) Limited either solely or jointly with any person or persons or Corporation, Company, firm or other body, and whether as principal or surety.

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

Clydesdale Bank Limited, Head Office,
30 St. Vincent Place, Glasgow.

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

MacDiarmid & Craig,
Solicitors,
104 Crown Street,
Aberdeen.

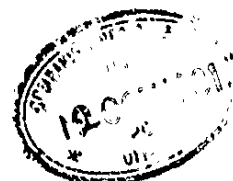
Ref: DCC

For official use
Mortgage section

REGISTERED

12 OCT 1981

Post room



13/10

Time critical reference

3608

Short particulars of all the property mortgaged or charged

Please do not
write in this
binding margin



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

~~Ground at Hadden Road and Garvold Cottage, Montrose Angus, as described~~
in Disposition by Drexel Engineering Services Limited in favour of
Drexel Equipment (U.K.) Limited dated 21st July and recorded G.R.S. (Angus)
9th October, 1981.

* LAND TO THE EAST OF NORTHESK ROAD AND VICTORIA
BRIDGE, MONTROSE, ANGUS.

Description of property charged amended after telephone call
Particulars as to commission, allowance or discount (note 3) to Mrs. Leoull.

None

Signed

Date 9th October, 1981

Designation of position in relation to the company Agents for Clydesdale Bank Limited.

Notes

- 1 The original instrument creating the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Section 95(1)). 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 copy instrument could in due course of post, and if posted with due diligence, have been received in the United Kingdom (Section 95(3)). A certified copy of the instrument creating the charge will only be accepted where the property charged and the charge so created are both outside the United Kingdom (Section 95(3)) and in such cases the copy must be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company.
- 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.



THE COMPANIES ACTS 1948 TO 1976

Form No. 47c

Certificate of registration in Scotland or Northern Ireland of a charge comprising property situate there

Pursuant to section 95(5) of the Companies Act 1948

47c

Please do not write in this binding margin.



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

Name of company

Company number

373028

DREXEL EQUIPMENT (U.K.)

Limited*

*delete if inappropriate

*delete as appropriate

[] [We]† Messrs. MacDiarmid & Craig, Solicitors,

of 104 Crown Street, Aberdeen

being‡ Agents for Clydesdale Bank Limited

hereby certify that the charge § Standard Security by Drexel Equipment (U.K.) Limited in favour of Clydesdale Bank Limited dated 15th September, 1981

of which a true copy is annexed hereto was presented for registration on 5th October, 1981 at H.M. General Register House, Edinburgh, for registration in the Division of the General Register of Sasines applicable to the County of Angus.

†This certificate must be given by a director or secretary of the company or by a person interested in the charge otherwise than on behalf of the company or by a solicitor acting on behalf of the company or of some other person so interested as aforesaid. The capacity in which the certificate is given must be stated

§Give date and parties to charge

State description and situation of office of registration (Court of Sasines Scotland) or (The Deeds Registry Northern Ireland)

Signed‡ *MacDiarmid & Craig* Agents for Clydesdale Bank Ltd. 5th October, 1981

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

For official use
Mortgage section

Post room





**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

I hereby certify that a Standard Security which was presented for registration at the Register of Sasines on the 5th October 1981 and created by DREXEL EQUIPMENT (U.K.) LIMITED for securing all monies due or to become due from the Company to the Chargee under the terms of a Bond dated 15th September 1981 was registered pursuant to section 95 of the Companies Act, 1948, on the 12th October 1981

Given under my hand at Cardiff the 20 OCT 1981

No. 873028

J. RENOWDEN
Assistant Registrar of Companies

Certificate and instrument received by

.....

.....

Date 21-10-81
.....

THE COMPANIES ACTS 1948 TO 1976

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

M114/21 FEB 83/LN

Please do not
write in this
binding margin

For official use

Company number

[M 6 5 1 1 1]

873028

Name of Company

DREXEL EQUIPMENT (U.K.) LIMITED

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

DEBENTURE

4th February 1983

Amount due or owing on the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

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

Bank of Scotland
Law Department PO Box 12
Uberior House
61 Grassmarket Edinburgh EH1 2JF

Short particulars of all the property mortgaged or charged

SEE OVERLEAF

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

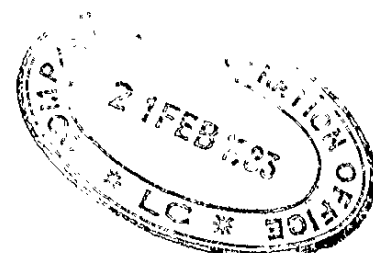
COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON, EC3P 3AH

For official use
Mortgage section

REGISTERED

21 FEB 1983

Post room



Time critical reference

Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
binding margin



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

[illegible][illegible]

- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- (e) by way of a first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or *pari passu* with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

Particulars as to commission, allowance or discount (note 3)

FOR BARCLAYS BANK PLC As agents to the mortgagees

Signed

Date _____

Designation of position in relation to the company: MANAGER, COMPANY AND CREDIT INFORMATION SERVICES

Page 2



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the
and created by **DRUMEL EQUIPMENT (U.K.) LIMITED**

4th February 1983

for securing all moneys now due, or hereafter to become due, or from time to time accruing
due from the company to **The Governor and Company of the Bank of Scotland**

on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on
the **21st February 1983**

Given under my hand at Cardiff the

21st February 1983

No. **673028**

W. J. JONES

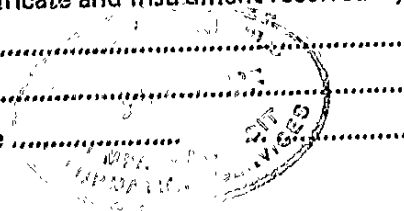
Assistant Registrar of Companies

Certificate and instrument received by

.....

.....

Date



THE COMPANIES ACTS 1948 TO 1976

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

M21/3 JUNE LN

47

Please do not
write in this
binding margin

For official use

Company number

M 6 6

873028

Please complete
legibly, prefer-
ably in black
type, or bold
block lettering

Name of company

DREXEL EQUIPMENT (U.K.)

Limited *

* delete if
inappropriate

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Charge over All Book Debts, by Drexel Equipment (U.K.) Limited
dated 19th May 1983

Amount due or owing on the mortgage or charge

All monies and liabilities now or at any time hereafter due
owing or incurred to the Bank by the Company in any way
whatsoever.

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

Clydesdale Bank Public Limited Company incorporated under the
Companies Acts and having their Registered Office at Number

Thirty Saint Vincent Place, Glasgow.

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

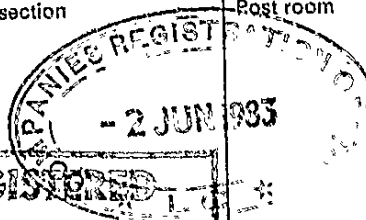
Clydesdale Bank PLC

30 Lombard Street London E.C.3.

For official use

Mortgage section

Post room



2 JUN 1983

Time critical reference

3/6

[P.T.O.]

Short particulars of all the property mortgaged or charged

Please do not
write in this
binding margin

Please complete
legibly, prefer-
ably in black
type or bold
block lettering

All Book Debts and other debts now and from time to time
hereafter due owing or incurred to the Company.

Particulars as to commission, allowance or discount (note 3)

Nil

Signed *[Signature]* Date 19th May 1983
Designation of position in relation to the company DIRECTOR

Notes

- 1 The original instrument creating the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Section 95 (1)). 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 copy instrument could in due course of post, and if posted with due diligence, have been received in the United Kingdom (section 95 (3)). A certified copy of the instrument creating the charge will only be accepted where the property charged and the charge so created are both outside the United Kingdom (section 95 (3)) and in such cases the copy must be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company.
- 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the **19th May 1983**
and created by **WROXEL EQUIPMENT (U.K.) LIMITED**

for securing all moneys now due, or hereafter to become due, or from time to time accruing
due from the company to **Clydesdale Bank Public Limited Company**

on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on
the **2nd June 1983**

Given under my hand at Cardiff the **29 Jun 1983**

No. **873028**

[Handwritten signature]
W. J. JONES

Assistant Registrar of Companies

Certificate and instrument received by

Pat

Date *9-6-83*

M

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

To the Registrar of Companies

For official use

Company number

[B][I][T]

873028

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

Name of company

* DREXEL EQUIPMENT (U.K) LIMITED

* insert full name
of company

I, JOHN BRYANT

of 5 Bernard Gardens, Wimbledon, London

† 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† Debenture dated 4 February 1983

Date of Registration 21 February 1983

§ the date of
registration may be
confirmed from the
certificate

Name and address of [chargee][trustee for the debenture holders] The Governor and Company of the Bank of Scotland, The Mound, Edinburgh

Short particulars of property charged§ The whole undertaking and assets both present and future and fixed charge over all book debts

§ 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 Investment House,
6 Union Row,
Aberdeen.

Declarant to sign below

the Third day of November
one thousand nine hundred and Eighty eight
before me Lester Ferguson Cameron

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

[Signature]
Lester F. Cameron
Notary Public

PRINTED AND PUBLISHED BY
Jordans
Solicitors
100, FLEET STREET, LONDON EC4A 3DF
TELEPHONE: 071-4061000
FACSIMILE: 071-4061001



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

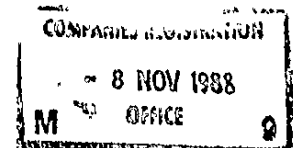


For official Use

Mortgage Section

8 NOV 1988

Post room



M 63

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

SLC

14
12

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

* insert full name
of company

† delete as
appropriate

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

§ the date of
registration may be
confirmed from the
certificate

§ insert brief
details of
property

To the Registrar of Companies

For official use

Company number

[B I I I]

873028

Name of company

*

DREXEL EQUIPMENT (U.K.) LIMITED

JOHN BRYANT

I, 5 Bernard Gardens, Wimbledon, London

[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]

Date and Description of charge ‡ Floating Charge dated 4 September 1980

Date of Registrations § 17 September 1980

Name and address of [chargee] [trustee for the debenture holders]
Clydesdale Bank PLC, 30 St Vincent Place, Glasgow

Short particulars of property charged §
The whole undertaking and property including uncalled capital

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

London

Declarant to sign below

the *Fifth* day of *December*

one thousand nine hundred and *88*

before me

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

John Bryant
Walter F. Carr
Notary Public

WILLIAMS & WILKINSON
WILLIAMS
Solicitors
100, FLEET STREET
LONDON EC4A 3DF
TELEPHONE 01-4753 4000



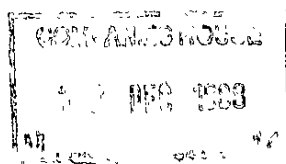
Presentor's name address and
reference (if any):



For official Use
Mortgage Section

12 DEC 1988

Post room



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

403a

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

56620 14/12

Please do not
write in
this margin

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

* insert full name
of company

To the Registrar of Companies

For official use

Company number

[B I I I]

873028

Name of company

* DREXEL EQUIPMENT (U.K.) LIMITED

JOHN BRYANT

5 Bernard Gardens, Wimbledon, London

[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]

Date and Description of charge: Standard Security dated 15 September 1981
12 October 1981

Date of Registrations: Clydesdale Bank PLC, 30 St Vincent Place, Glasgow

Short particulars of property charged: Land to the east of Northesk Road and Victoria Bridge, Montrose

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: Asendun

Declarant to sign below

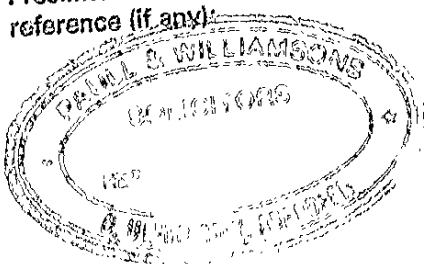
the Fifth day of December
one thousand nine hundred and 88
before me

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

Walter F. Cameron
Notary Public



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



For official Use
Mortgage Section

12 DEC 1988

Post room

COMPANIES HOUSE

19 2 DEC 1988

M 66

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

S 663C 14/12

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

* Insert full name
of company

† delete as
appropriate

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

§ the date of
registration may be
confirmed from the
certificate

§ insert brief
details of
property

To the Registrar of Companies

For official use

Company number

873028

Name of company

* DREXEL EQUIPMENT (U.K.) LIMITED

JOHN BRYANT

of 5 Bernard Gardens, Wimbledon, London

[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~~‡

Date and Description of charge: Charge over all Book Debts dated 19 May 1983

Date of Registration: 2 June 1983

Name and address of [chargee] [trustee for the debenture holders] Clydesdale Bank PLC, 30 St Vincent Place, Glasgow

Short particulars of property charged§ All book debts and other debts present and future

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 Aberdeen Declarant to sign below

the Fifth day of December
one thousand nine hundred and eighty eight
before me

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

John Bryant
Leifur F. Cannon
Notary Public

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



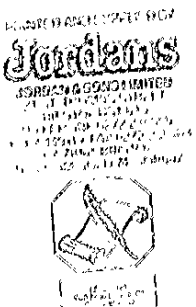
For official Use
Mortgage Section

Post room

REGISTERED

12 DEC 1988

Received
12 Dec 1988



M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

✓ M75 9/12

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

To the Registrar of Companies

For official use

Company number

B.I.I.I.

873028

Name of company

* DREXEL EQUIPMENT (UK) LIMITED

* Insert full name
of company

Date of creation of the charge

The Debenture is dated 23rd November 1988

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

The Debenture as made between DREXEL EQUIPMENT (UK) LIMITED
("the Company") and Overseas Trust Bank Limited ("OTB")

Amount secured by the mortgage or charge

All moneys and liabilities due owing or incurred by the
Company to OTB whether actually or contingently and whether
solely or jointly with any other person and whether as
principal or surety.

All such moneys and liabilities interest commission legal
charges and all other charges and expenses incurred by OTB
in relation to the Debenture.

69a

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

OVERSEAS TRUST BANK LIMITED

6TH FLOOR 36/38 LEADENHALL STREET

LONDON

Postcode

EC3A 1AT

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

Heald Nickinson
48 Bedford Square
LONDON WC1B 3DS

(Ref: CJJ_902)

For official Use
Mortgage Section

3 DEC 1988

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

1. All legal and beneficial interest in any freehold and leasehold property of the Company wheresoever both present and future (including but without prejudice to the generality of the foregoing the properties (if any) specified in the First Schedule to the Debenture) and all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on any such property but so as to exclude from such charge heritable property located in Scotland and charged to the Bank by way of Standard Security ("the Standard Security") from time to time and all other fixtures and fixed plant and machinery and all other chattels and fixed assets owned from time to time by the Company.

2. All book debts both present and future due or owing to the Company and the benefit of all rights relating thereto.

3. All other monetary debts and claims both present and future due or owing to the Company and the benefit of all rights relating thereto.

Cont'd

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)

Signed Heaven Nicholson Director

Date 8th December 1987

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

† 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.

Page 2

Particulars of a mortgage or charge (continued)

Name does not
write in this
margin

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

873028

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

Name of company

DREXEL EQUIPMENT (UK) LIMITED

Limited*

*Delete if
inappropriate

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

4. (i) All stocks shares and other interest both present and future in (and from) the Company;
(ii) The full benefit of all stocks shares and securities which or the certificates of which are now or hereafter lodged with OTB or its agents or transferred to or registered in the name of OTB or its agent or their respective nominees or owned by the Company and not yet so lodged or registered;
(iii) all rights in respect of or incidental to the above described stocks shares and other interests;
(iv) all stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the aforesaid including all dividends interest and other income payable in connection therewith.
5. The goodwill of the Company (and any existing or future acquired trademarks patents copyrights or other intellectual property rights including those under licence).
6. The uncalled capital of the Company both present and future.
7. By way of Floating Charge the undertaking and all property and assets of the Company both present and future and the property and assets described under 1 to 6 above (if and insofar as the charges thereon or any part or parts thereof herein contained shall for any reason be ineffective as fixed charges). The Charges created or agreed to be created on the property and assets described in 1 to 6 above are or in the case of future property shall be fixed first charges and as regards all the freehold and leasehold property in England and Wales the property is charged by way of legal mortgage.
TAKE NOTE that the Debenture also provides (inter alia):-
BY CLAUSE 3 that the Company agrees that it will not without the consent in writing of OTB:-
(i) create or allow to subsist any specific or other mortgage debenture or charge or lien upon the premises hereby charged or any part thereof ranking

either in priority to or pari passu with any charge hereby created;

(ii) sell assign discount factor or charge or otherwise dispose of the book debts or other monetary debts and claims of the Company and the benefit of all rights relating thereto or any part thereof save in accordance with Clause 10(g) of the Debenture or deal with the same otherwise than in accordance with the said sub-clause;

(iii) part with sell realise or in any way encumber any fixtures fixed plant and machinery chattels and fixed assets charged under the First premise of Clause 2 hereof provided that no consent shall be required if the sale of any such fixtures (including trade fixtures) fixed plant and machinery chattels and fixed assets is at full market price;

(iv) whether by a single transaction or a series of transactions related or not sell transfer let or otherwise dispose of (in any such case otherwise than in the ordinary course of its business) the whole or any part of its business or assets in such a way which might materially effect its financial condition or business operations;

(v) make any substantial change in the nature of its business or in the manner in which it is carried out and not to remove or permit to remain out of the United Kingdom any substantial part of its assets;

(vi) issue redeemable shares in the Company or provide financial assistance directly or indirectly for the purpose of acquisition of shares in the Company;

(vii) subject to the provisions of Clause 3(iv) above but without prejudice to the provisions of Clauses 3(ii) and 3(iii) hereof dispose of all or part of the beneficial interest or any other interest in the property and assets secured by first fixed charges

(viii) make or incur any expenditure or liabilities of an exceptional or unusual nature;

All debentures mortgages or charges hereafter created by the Company (otherwise than in favour of OTB) must be expressed to be subject to the Debenture between OTB and the Company.

BY CLAUSE 6(a) It is agreed that any floating charge given under the Debenture shall immediately become fixed upon the happening of any of the following events ("an Event of Default"):-

(i) If OTB demands repayment of the moneys or discharge of the liabilities secured in accordance with the provisions of Clause 10 of the Facility Letter of 27th July 1988 (as amended) from the Lender to the Borrower (hereinafter referred to as "the Facility Letter");

(ii) If an Order is made or an effective resolution is passed or analogous proceedings are taken for the winding up of the Company or if a Notice is issued convening a meeting or a meeting is convened for the purpose of considering or passing any such resolution or a resolution to purchase or redeem or reduce the issued share capital of the Company (save for the purpose of and followed within four months by an

amalgamation or reconstruction not involving or arising out of insolvency on terms previously approved in writing by OTB) or to comply with Section 142 of the Companies Act 1985;

(iii) If the Company ceases or threatens to cease to carry on its business;

(iv) If distress execution or other process where the amount sued for is more than £2,500 is levied or enforced upon or sued out against the whole or any part of the property of the Company and shall not be removed discharged or paid out or proceedings commenced by the Company to bona fide contest the same within 14 days;

(v) Forthwith if the Company or any Guarantor of any facilities hereby secured shall commit any material breach or omit to observe any of its respective obligations or undertakings under the Facility Letter which is incapable of remedy or if capable of remedy is not remedied within 20 days;

(vi) If the Company stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as amended) or the value of its assets falls to less than the amount of its liabilities (taking into account for both these purposes its contingent and prospective liabilities) or the Company suspends making payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so;

(vii) Upon the happening of any event that causes any floating charge given by the Company to any person company firm or body other than OTB to become fixed;

(viii) If any part of the security created by the Debenture fails or ceases in any respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy invalid or unenforceable;

(ix) If any encumbrancer takes possession or a receiver or an administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of the Company;

(x) If an application for an administration order in relation to the Company is presented to the court by the Company or its directors or such an order is made on the application of a creditor or creditors of the Company or any meeting of the Company is convened for the purpose of considering any resolution to present an application for such an order;

(xi) If any steps are taken with a view to proposing (under any enactment or otherwise) any kind of composition scheme or arrangement involving the Company and its creditors generally (or any class of them);

(xii) If any steps are taken with a view to the dissolution of the Company;

(xiii) If the net assets of the Company fall to one half or less of its called-up share capital.

BY CLAUSE 6(b) The moneys and liabilities hereby secured shall become immediately repayable and all unpaid interest

which has accrued hereunder shall become immediately payable and the security enforceable upon an Event of Default.

BY CLAUSE 7 Subject to such appointment only taking effect on an Event of Default the Company hereby irrevocably appoints OTB and any receiver or receivers or administrative receiver or administrative receivers appointed under the Debenture jointly and also severally its Attorney and Attorneys for it and in its own name and on its behalf and as its act and deed or otherwise for all or any of the purposes of these presents and generally to act as OTB shall deem proper for any of the purposes aforesaid (including but without prejudice to the generality of the same to perfect any deed assurance agreement instrument or act).

BY CLAUSE 8 The Company shall not during the continuance of the Debenture exercise the statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases in relation to any freehold or leasehold property now or at any time hereafter acquired by or belonging to the Company or any part thereof nor shall the Company part with the possession of the same or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest (or management or other agreement giving any right) to occupy the same or any part thereof nor grant any licence or permission to assign underlet or part with the possession of the same or any part thereof without in any such case obtaining the prior consent in writing of OTB.

BY CLAUSE 9 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to the security created under the Debenture.

BY CLAUSE 10 During the continuance of the security created by the Debenture the Company agrees with OTB inter-alia as follows:-

- (a)
 - (i) furnish to the Lender a certified copy of the Annual Accounts of itself and all of its subsidiaries within 3 months of the same becoming available
 - (ii) furnish its quarterly Management Accounts within 30 days of each Quarter End
 - (iii) furnish a copy of its half year unaudited Management Interim Accounts within 2 months of their issue;
- (b) to furnish to OTB from time to time such other financial statements in respect of its assets and liabilities as OTB may reasonably require (including but without prejudice to the generality of Clause 10 (a) of the Debenture information as to which of the stock in trade fixtures (including trade fixtures) fixed plant and machinery chattels and fixed assets (including but without prejudice to the generality of the same moveable plant machinery and equipment and vehicles) in the possession of the Company (or its subsidiaries) are subject to any reservation of title provision or any charge or encumbrance (but without prejudice to OTB's rights if such charge or encumbrance has been entered into in breach of the

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
marginContinuation sheet No. 2
to Forms Nos 395 and 410 (Scot)

Company number

873028

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

Name of company

DREXEL COMPANY (UK) LIMITED

Limited*

*Delete if
inappropriate

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

provisions of the Debenture) or any Line purchase or finance leasing agreement);

(c) to maintain the aggregate value of its book debts (excluding debts owing by any subsidiary or associate or affiliate of the Company or the directors thereof) and cash in hand as appearing in its books and of its stock in trade according to the best estimate that can be formed without it being necessary to take stock for the purpose at a sum to be fixed by OTB from time to time and whenever required by OTB to obtain from the managing director for the time being or if there shall be no managing director then from one of its directors and furnish to OTB a certificate showing the aggregate value together with details of any amounts payable by the Company and outstanding which under Section 614 of the Companies Act 1985 or under any other statute would in the event of the liquidation of the Company constitute preferential payments;

(d) to insure and keep insured all its property and effects of every description (save for heritable property in Scotland which is subject to a Standard Security which shall be insured in accordance with the provisions in favour of OTB as such Standard Security so far as the same are inconsistent herewith) in any office or offices of insurers to be approved by OTB against such contingencies and risks in such manner and for such amounts as OTB shall require in the name of OTB or with OTB's interest endorsed on the policy or policies and produce to OTB the receipts for the current premiums within seven days after their becoming due.

All moneys received or receivable under such insurance or other insurance covering any of the property and effects of the Company against such risks as aforesaid shall be applied in replacing restoring or reinstating the property as destroyed or damaged or towards the discharge of the moneys thereby secured (unless OTB shall otherwise consent in writing) and any moneys received by the Company in respect of any such loss or damage to the Company's property or effects or any part thereof shall be paid by the Company into an

account with OTB and until such payment is made the Company shall hold such moneys in trust for OTB;

(e) to keep all messuages and buildings on the Company's freehold and leasehold property fixed plant and machinery fixtures fittings and other effects of the Company now or for the time being comprised in or subject to the security in good and substantial condition and in reasonable working order to the satisfaction of OTB and to permit OTB and its agents or servants at any time at convenient hours in the daytime to enter on to the Company's property or any part thereof to examine the state and condition thereof;

(f) to conduct its business in an orderly and businesslike manner and in compliance with all applicable statutes by-laws and regulations for the time being in force and the requirements of any competent authority applicable to the business of the Company or its conduct;

(g) to pay into an account with OTB all monies which it may receive in respect of the book debts and other debts charged by the Debenture and not without the prior consent in writing of OTB purport to charge or assign the same in favour of any other person and shall if called upon to do so by OTB execute a legal assignment of such book debts to OTB;

(h) if called upon to do so by OTB make available to OTB by way of pledge all documents of the title and goods (including but without prejudice to the generality of the same all raw materials and finished goods) in the possession of the Company and shall if called upon to do so by OTB pledge in favour of OTB such documents of title and goods and execute a letter and/or a memorandum of such pledge evidencing the same to OTB and shall not without the prior consent of OTB in writing purport to pledge charge or assign such documents of title and goods to any other person;

(i) to indemnify OTB and as a separate covenant any receiver or receivers or administrative receiver or administrative receivers appointed by it against all existing and future rents taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) now or at any time during the continuance of this security payable in respect of the premises charged under the Debenture or any part thereof or by the owner or occupier thereof. If the Company shall at any time refuse or neglect to make such payments OTB or its receiver or receivers or administrative receiver or administrative receivers shall be at liberty (but not obliged) to make payment of the same and if such sums shall be paid by OTB or such receiver or receivers or administrative receiver or administrative receivers the same shall be repaid by the Company on demand with interest as agreed between the Company and OTB from the time or respective times of the same having been paid or incurred by OTB or such receiver or receivers or administrative receiver or administrative receivers as the case may be;

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

(j) to notify OTB of any applications by any member of the Company under Section 459 of the Companies Act 1985 (or any statutory re-enactment or modification thereof) immediately upon notice to the Company of such application being received and further to notify OTB of all steps taken by such member and by the Company in respect of such application;

(k) to notify OTB immediately upon becoming bound to complete the purchase of any estate or interest in any freehold or leasehold property after the date of the Debenture and to deposit with OTB the deeds and documents of title relating to such property.

BY CLAUSE 12 If OTB receives notice of any subsequent charge or assignment or other interest affecting the property charged under the Debenture or any part thereof OTB may open a new account or accounts for the Company. If OTB does not open a new account it shall then nevertheless be treated as if it had done so at the time when it received notice and as and from that time all payments made by or on behalf of the Company to OTB shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to OTB at the time when it received notice.

BY CLAUSE 13 OTB shall have in addition to any general lien or similar right (if any) to which it may be entitled by law the right at any time or times and without notice to the Company (as well before as after any demand under the Debenture or otherwise) to combine or consolidate any of the then existing accounts with and liabilities to OTB of the Company and/or set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards the satisfaction of any of the liabilities of the Company to OTB on any other account or in any other respect whether such liabilities be actual contingent primary collateral several or joint.

BY CLAUSE 22 Section 103 of the Law of Property Act 1925 shall not apply to the Debenture but the statutory power of sale shall as between OTB and a purchaser from OTB be exercisable at any time after the execution of the Debenture provided that OTB shall not exercise the said power of sale until payment of the money secured by the Debenture has been demanded from or a receiver or receivers or administrative receiver or administrative receivers has or have been appointed in respect of the Company but this proviso shall not affect a purchaser or put him upon enquiry as to whether such demand or appointment has been made.

BY CLAUSE 26 The Company covenants with OTB not without the written consent of OTB to make any disposition of the mortgaged property referred to in sub-clause (1) of the first premises of Clause 2 hereof or create any mortgage charge or rent charge thereon save a mortgage or charge in favour of OTB and the Company hereby applies to the Chief Land Registrar to enter on the register a restriction that (except under an Order of the Registrar) no disposition by the registered proprietor of the mortgaged property shall be registered without the consent of OTB.

Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
margin

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

Page 4



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 23rd November 1988
and created by BREXEL EQUIPMENT (UK) LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Overseas Trust Bank Limited

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 8th December 1988

Given under my hand at the Companies Registration Office,

Cardiff the

22 DEC 1988

P. T. Harrington

No. 872026

P. T. Harrington

Certificate and instrument received by

an authorised officer

..... *Post* *MS*

.....

Date *9/1*

M

COMPANIES FORM No. 395

Particulars of a charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold black letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

B I I I I

873028

Name of company

* DREXEL EQUIPMENT (U.K.) LIMITED

* insert full name
of company

Date of creation of the charge

EIGHTH DECEMBER NINETEEN HUNDRED AND EIGHTY EIGHT

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

STANDARD SECURITY

Amount secured by the charge

All sums due and that may become due to Overseas Trust Bank Limited.

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

OVERSEAS TRUST BANK LIMITED having its principal place of business in the
U.K. at 6th Floor, 36-38 Leadenhall Street, London

Postcode EC3A 1AT

Presenter's name address and
reference (if any):Messrs. MacRoberts,
Solicitors,
152 Bath Street,
GLASGOW G2 4TB
Rutland Exchange No. GW70.
SSH/WBS/CA/HE062 004For official Use
Mortgage Section

REGISTERED

15 DEC 1988

Post room

COMPANIES HOUSE

15 DEC 1988

Time critical reference

Short particulars of all the property charged

SEE PAPER APART

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)

NOT APPLICABLE

Signed



Date 12th December 1988

On behalf of ~~company~~ [chargee]†

† 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Maindy, Cardiff CF4 3UZ

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COMPANIES FORM No. 398

**Certificate of registration in
Scotland or Northern Ireland
of a charge comprising property
situate there**

398

Please do not
write in
this margin

Pursuant to section 398(4) of the Companies Act 1985

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

Company number

Name of company

* DREXEL EQUIPMENT (U.K.) LIMITED

* insert full name
of company

WILLIAM BURNS SHEARER

of Messrs. MacRoberts, Solicitors, 152 Bath Street, Glasgow G2 4TB

5 give date and
parties to charge

certify that the ~~charges~~ ^{XXXX} Standard Security by Drexel Equipment (U.K.) Limited
in favour of Overseas Trust Bank Limited dated 23rd November 1988

† delete as
appropriate

of which a true copy is annexed to this form was presented for registration on 8 December 1988
in [Scotland] ~~[Northern Ireland]~~

Signed

MacRoberts

Date 12th December 1988

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

Messrs. MacRoberts,
Solicitors,
152 Bath Street,
GLASGOW G2 4TB
Rutland No. GW70, Glasgow.
SSH/WBS/CA/HFO62 004

For official Use
Mortgage Section

Post room

COMPANIES HOUSE

15 DEC 1988

M

an

PAPER APART/

(FIRST) ALL and WHOLE that piece of ground forming part of the Common Lands of the Royal Burgh of Montrose, lying to the east of Northesk Road and south of Waldron Road in the Royal Burgh of Montrose and County of Angus, being the area or piece of ground more particularly described in, disposed by, and outlined in red on the plan annexed and subscribed as relative to the Disposition granted by Mrs. Sylvia Purvis in favour of John Lindsay & Son (Montrose) Limited dated the Twenty ninth day of August and recorded in the Division of the General Register of Sasines applicable to the County of Angus on the Fourth day of September both months in the year Nineteen hundred and seventy two, UNDER EXCEPTION from the subjects (FIRST) above referred to of ALL and WHOLE that area of ground in the said Royal Burgh and County extending to Fifteen square metres or thereby being the subjects more particularly described in, disposed by, and delineated in black and coloured pink on the plan annexed and signed as relative to the Disposition granted by Serwell Oil and Manufacturing Limited in favour of North of Scotland Hydro-Electric Board dated the Twenty ninth day of May and recorded in the said Division of the General Register of Sasines on the Twenty third day of June, both months in the year Nineteen hundred and seventy five; (SECOND) ALL and WHOLE that piece of ground in the North Links of Montrose, lying immediately eastward of the Victoria Bridge, in the said Royal Burgh and County, being the piece of ground more particularly described in and disposed by the Disposition granted by Mrs. Mary Anderson Wyllie or Warden with consent thereinmentioned in favour of William Crowe dated the Eleventh day of August and Twelfth day of September both months in the year Nineteen hundred and eleven and recorded in the Particular Register of Sasines Reversions etcetera kept for the Royal Burgh of Montrose on the Eighteenth day of June Nineteen hundred and Twenty eight; and (THIRD) ALL and WHOLE those two areas or pieces of ground lying to the east of Northesk road and South of Waldron Road in the said Royal Burgh and County comprising (Primo) ALL and WHOLE that piece of ground lying to the East of Northesk Road adjacent to Victoria Bridge in the said Royal Burgh and County extending to Two thousand and forty seven square yards or thereby Imperial Measure being the subjects more particularly described in, disposed by and delineated and outlined pink on the plan or sketch annexed and signed as relative to Disposition by the Provost Magistrates and Councillors of the Royal Burgh of Montrose in favour of Robert James Turriff dated the Twelfth day of February and recorded in the said Division of the General Register of Sasines on the Twenty fourth day of October both months in the year Nineteen hundred and fifty one and (Secundo) ALL and WHOLE that piece of ground also lying to the East of Northesk Road and to the South of Waldron Road in the said Royal Burgh and County and extending to Five hundred and ten square yards or thereby Imperial Measure being the subjects more particularly described in, disposed by and delineated and

Mu

outlined in pink on the plan or sketch annexed and subscribed as relative to Disposition by the Provost Magistrates and Councillors of the Royal Burgh of Montrose in favour of Purvis Cine Films Limited dated the Tenth day of January Nineteen hundred and fifty five and recorded in the said Division of the General Register of Sasines on the Eighth day of June Nineteen hundred and fifty six; BUT EXCEPTING from the said two areas of pieces of ground (THIRD) (Primo) and (Secundo) above referred to ALL and WHOLE that said piece of ground forming part of the said Common Lands lying to the east of Northesk Road and south of Waldron Road in the said Royal Burgh and County being the said area or piece of ground more particularly described in, disposed by and outlined in red on the plan annexed and subscribed as relative to the said Disposition by Mrs. Sylvia Purvis in favour of John Lindsay & Son (Montrose) Limited dated and recorded as aforesaid;

John Lindsay



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Standard Security which was presented for registration in Scotland on the 8th December 1988 and created by DREXEL EQUIPMENT (U.K.) LIMITED for securing all moneys due or to become due from the Company to Overseas Trust Bank Limited was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 15th December 1988

Given under my hand at the Companies Registration Office,

Cardiff the 17 JAN 1989

No. 873028

P. T. HARRINGTON
an authorised officer

Certificate and instrument received by

..... POST

Date .. 25/1 GR

M

COMPANIES FORM No. 395

Particulars of a charge

+ 398

395Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

14/6

M152C

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[] [] [] [] [] [] [] [] [] []

873028

Name of company

* DREXEL EQUIPMENT (U.K.) LIMITED

* Insert full name
of company

Date of creation of the charge

31ST MAY, 1991

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

STANDARD SECURITY

Presented for Registration in Scotland
on 7 June 1991

Amount secured by the charge

ALL SUMS DUE AND THAT MAY BECOME DUE BY THE SAID DREXEL
EQUIPMENT (U.K.) LIMITED TO THE AFTERMENTIONED OVERSEAS
TRUST BANK LIMITED

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

OVERSEAS TRUST BANK LIMITED, A COMPANY INCORPORATED IN HONG

KONG WHOSE PRINCIPAL PLACE OF BUSINESS IN THE UK IS AT 6TH FLOOR

36-38 LEADENHALL STREET, LONDON

Postcode

EC3A 1AT

Presentor's name address and
reference (if any):C M SCOTT
MACKINNONS
SOLICITORS
21 ALBERT STREET
ABERDEEN
AB9 8DAFor official Use
Mortgage Section

Post room

REGISTERED

13 JUN 1991

Time critical reference

4 JUN 1991

Short particulars of all the property charged

ALL and WHOLE that plot or area of ground extending to Fifty-two decimal or One Hundredth parts of a hectare or thereby known as Block 9, Wester Gourdie Industrial Estate, Dundee, Scotland, more particularly described in, disposed by and shown within the boundaries edged in red on the plan annexed and executed as relative to the Feu Disposition granted by Caledonian Land Properties Limited in favour of the said Drexel Equipment (U.K.) Limited dated the Twenty-third day of May and recorded in the Division of the General Register of Sasines for the County of Angus on the Seventh day of June, both months in the year Nineteen Hundred and Ninety-one.

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)

N/A

Signed Charles M. Scott Date 12 June 1991
Solicitor for Drexel

On behalf of [company][charges]† Equipment (U.K.) Limited.

† 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

M

COMPANIES FORM No. 398

398

**Certificate of registration in
Scotland or Northern Ireland
of a charge comprising property
situate there**

Pursuant to section 398(4) of the Companies Act 1985

Please do not
write in
this margin

To the Registrar of Companies
(Address overleaf)

Company number

873028

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

Name of company

* DREXEL EQUIPMENT (U.K.) LIMITED

* insert full name
of company

CHARLES MARSHALL SCOTT, SOLICITOR,

of 21 ALBERT STREET

ABERDEEN

AB9 8DA

§ give date and
parties to charge

certify that the charges BEING A STANDARD SECURITY GRANTED BY DREXEL
EQUIPMENT (U.K.) LIMITED IN FAVOUR OF OVERSEAS TRUST BANK
LIMITED DATED 31ST MAY 1991

of which a true copy is annexed to this form was presented for registration on 7th June 1991

in [Scotland] ~~[Northern Ireland]~~

† delete as
appropriate

Signed

Charles M Scott

Date 12 June 1991

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

C M SCOTT
MACKINNON'S
SOLICITORS
21 ALBERT STREET
ABERDEEN
AB9 8DA

For official Use
Mortgage Section

Post room



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that STANDARD SECURITY presented for registration in Scotland on 7th JUNE 1991 and created by DREXEL EQUIPMENT (U.K.) LIMITED for securing all moneys due or to become due from the Company to OVERSEAS TRUST BANK LIMITED was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 13th JUNE 1991.

Given under my hand at the Companies Registration Office,
Cardiff the 19th JUNE 1991.

No.

873028


F.W. MILLIER

an authorised officer

C.69d(Rev)

POST
18/6/91