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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

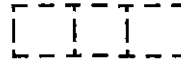
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



932159

Name of company

* Kvaerner Services Limited (the "Assignor")

Date of creation of the charge

21st December 1999

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

Security Assignment (the "Assignment") in respect of an Acquisition Agreement dated 21 December 1999 and made between (1) the Assignor and (2) Lombard North central Plc (the "Bank")

Amount secured by the mortgage or charge

The actual, contingent present and/or future obligations and liabilities of the Borrowers (as defined below) to the Bank under or pursuant to the Loan Agreement (as defined below) and to the Security Documents (as defined in the Loan Agreement) (the "Secured Obligations").

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

Lombard North Central Plc
3 Princess Way
Redhill Surrey

Postcode RH1 1NP

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

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

NCJ/168868/BF411342

Time critical reference

For official Use
Mortgage Section

Post room



KLO
COMPANIES HOUSE

0121
24/12/99

NW

205015

E30x3

395

Short particulars of all the property mortgaged or charged

- 1 As continuing security for the performance and payment of all Secured Obligations, the Assignor assigned and agreed to assign to the Bank the Charged Property (as defined below) to the extent that they represent a right of recovery in respect of loss or damage suffered or incurred by the Bank in relation to the Assigned Rights (as defined below).
2. The Assignor has covenanted with the Bank not to sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with or grant or permit third party rights to arise over or against the Charged Property or any part thereof or attempt or agree to do so without the prior written consent of the Bank.
3. The Assignor has covenanted with the Bank not to do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created under the Assignment.

cont/d....

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed W. Wilde Septe Date 24 December 1899

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 FORM No. 395 (Cont.)

Continuation Sheet No 2

Company Number

932159

Name of company

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

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|---|
| <p>4. The Assignor has covenanted with the Bank not, to the extent they affect the Charged Property:</p> <ul style="list-style-type: none">(a) make or consent to any modification, amendment, suspension, cancellation or termination of the Acquisition Agreement (as defined below); or(b) make or agree to any claim that any of the Acquisition Agreement is frustrated; or(c) consent or agree to any waiver or release of any obligation of any party (other than itself) under the Acquisition Agreement. |
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COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 2

Company Number

932159

Name of company

Kvaerner Services Limited

Definitions

"Acquisition Agreement" means the sale and purchase agreement dated 21 December 1999 relating to the sale and purchase of the Shares (as defined below) and made between (1) Humberclyde Finance Group Limited (as seller), (2) the Assignor (as purchaser) and (3) Kvaerner Plc.

"Borrowers" means Humberclyde March Leasing Limited and Humberclyde June Leasing Limited, and "Borrower" shall, as the context requires, be construed accordingly.

"Assigned Rights" means in relation to a Leasing Agreement (as defined below) such rights as the Assignor had, at Completion (as defined below) in the following:

- (i) any amount payable by any person having a liability or obligation to the Borrowers in relation to the Lessee Rentals (as defined below) during the fixed or minimum period of the Leasing Agreement (as defined below) together with any late payment interest thereon;
- (ii) from the amount payable by any person having a liability or obligation to the Borrowers on the termination of the leasing of the Equipment (as defined below) on the expiry or early termination of the fixed or minimum period an amount equal to the Required Termination Sum (as defined in the Loan Agreement) on termination of the Leasing Agreement;
- (iii) any insurance proceeds payable by any person having a liability or obligation to the Borrowers or received by the Assignor during the fixed or minimum due to a loss of the Equipment and which results in a termination of the Leasing Agreement;
- (iv) the benefit of any Lease Guarantee (as defined below) in respect of the relevant Leasing Agreement insofar as such benefit relates to the payment of the amounts referred to in (i), (ii) (iii) above;
- (v) the rebate of Relevant Headlease (as defined in the Lease Management Agreement) rental in respect of disposal proceeds shown in the Rental Spreadsheet (as defined below) against the Leasing Agreement;
- (vi) the benefit of the Lease Management Agreement (as defined below) including the guarantee contained at clause 6 thereof insofar as such benefit relates to the amounts referred to in (i), (ii), (iii), (iv) and (v) above including without limitation the right to receive a Default Notice (as defined in the Lease Management Agreement), the right to serve a Counter Notice (as defined in the Lease Management Agreement) in relation to the Leasing Agreement, the right to any Required Termination Sum (as defined in the Loan Agreement) paid by a Manager (as defined below), the right to receive the Required Rentals (as defined in the Loan Agreement) attributable to the Leasing Agreement and any late payment interest on such amounts;
- (vii) all claims, rights and remedies arising out of or in connection with the Leasing Agreement, Lease Guarantee, Lease Management Agreement or Headlease in respect of any of (i), (ii), (iii), (iv), (v) and (vi) above.

"Charged Property" means in relation to the Acquisition Agreement all the right, title, benefit and interest of the Assignor in and to the representations and warranties set out in paragraphs 14, 18, 19, 20, 21 and 22 of Schedule 1 of the Acquisition Agreement, to the extent that they are in respect of or relate to the Assigned Rights including, without limitation, any sums (including any late payment of interest thereon) payable to the Assignor as a result of a breach of any such representations and warranties and all claims, rights and remedies arising out of or in connection with the Acquisition Agreement in respect thereof.

"Completion" means the completion of the sale and purchase of the Shares pursuant to the Acquisition Agreement.

"Equipment" means any item of plant or machinery the subject of the Leasing Agreement.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 2

Company Number

932159

Name of company

Kvaerner Services Limited

Definitions

"Headleases" mean each of those agreements comprised in Part 3 of Schedule 4 to the Acquisition Agreement and "Headlease" shall be construed accordingly.

"Lease Guarantee" means any guaranty, indemnity, letter of credit or surety arrangement in favour of the relevant Borrower in respect of any of the obligations of the sub-lessee under a Leasing Agreement.

"Lease Management Agreement" means the lease management agreement dated 21 December 1999 between the Managers (as defined below), the Guarantor (as defined in the Loan Agreement) and the Borrowers.

"Leasing Agreements" means all those lease agreements details of which are set out in Schedule 5 of the Acquisition together with all other agreements whether purchase contracts, Lease Guarantees, head leases, side letters or other documents relating to the leasing transactions pursuant to which the Equipment subject to such lease agreements is leased to or by the relevant Borrower.

"Lessee Rentals" means in respect of any Leasing Agreement the amount payable by the relevant person having the liability or obligation to the Borrowers under the terms of a Leasing Agreement, by way of rental during the fixed or minimum period as from time to time varied pursuant to the provisions of the leasing Agreement;

"Loan Agreement" means the loan agreement dated 21st December 1999 and made between the Borrowers and the Bank.

"Managers" means Humberclyde Assets Limited and Humberclyde Industrial Finance Limited and "Manager" shall, as the context requires, be construed accordingly.

"Rental Spreadsheet" means the rental spreadsheet set out in Schedule 4 of the Loan Agreement.

"Shares" means, together, all the issued share capital of each of the Borrowers.

FILE COPY



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

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

COMPANY No. 00932159

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 21st DECEMBER 1999 AND CREATED BY KVAERNER SERVICES LIMITED FOR SECURING THE ACTUAL CONTINGENT PRESENT AND/OR FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE BORROWERS (AS DEFINED) TO LOMBARD NORTH CENTRAL PLC PURSUANT TO THE LOAN AGREEMENT OF EVEN DATE AND TO THE SECURITY DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JANUARY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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