



NOTICE OF ILLEGIBLE PAGES

COMPANIES HOUSE REGRETS THAT
THESE PAGES WHICH FORMS PART
OF THIS COMPANY'S PACKAGE ARE
ILLEGIBLE.

UNFORTUNATELY
COMPANIES HOUSE IS UNABLE TO
OBTAIN THESE PAGES.

COMPANIES HOUSE WOULD LIKE
TO APOLOGISE FOR ANY
INCONVENIENCE THIS MAY CAUSE.

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COMPANIES FORM No. 395

Particulars of a mortgage or charge

M182/22 APR/V

395Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

[] [] [] []

2072273

Name of company

* INVERTEC LIMITED

Date of creation of the charge

13th APRIL 1987

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

Single Debenture

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent which then were or at any time thereafter might be due owing or incurred by the Company to the Bank or for which the Company might be or become liable to the Bank on any current or other account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety, together with interest to the date of payment commission banking charges and any legal or other costs charges and expenses incurred by the Bank in relation to the Debenture or in enforcing the security thereby created.

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

LLOYDS BANK PLC

71, LOMBARD STREET

LONDON

Postcode

EC3P 3BS

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

LLOYDS BANK PLC
14 CASTLE STREET
C. RENFLESTER
GLOUCESTERSHIRE

For official Use
Mortgage Section

Post room

REGISTERED

21 APR 1987



Time critical reference

3171
22/4
Lloyds Bank Plc
Registration Department
25 Abchurch Lane, Kingsway
London EC4A 3DF
CFI 4LD

Short particulars of all the property mortgaged or charged

Please do not write in this binding margin

First The household and household property (if any) of the Company both present and future including furniture, fixtures, and all other contents of the Company's premises, including any fixtures, fittings, and contents of any buildings and all other contents of any land or premises owned or occupied by the Company and all other contents of any land or premises owned or occupied by the Company and all other contents of any land or premises owned or occupied by the Company.

Secondly All bank debts both present and future due or owing to the Company and the benefit of all rights relating thereto including without prejudice to the generality of the foregoing negotiable instruments legal and equitable charges, deposits and credit balances.

Thirdly All other monetary debts and claims including without limitation deposits and credit balances held by third parties from time to time both present and future including things in action which give rise to a debt or claim due or owing to the Company and the benefit of all rights relating thereto including without prejudice to the generality of the foregoing such rights as patents, trade marks, and all other intellectual property rights and the benefit of any pending applications for the same and all benefits deriving therefrom including but not limited to royalties from profit sharing agreements and income arising therefrom due or at any time hereafter belonging to the Company.

Fourthly All assets and claims and other interests including without prejudice to the generality of the foregoing loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in and from any company which then was or might be the Company's subsidiary (as defined in Section 736 of the Companies Act 1985) or any subsidiary thereof or a member thereof of the Company, and

Fifthly The undertaking and all property and assets of the Company both present and future including without prejudice to the generality of the foregoing heritable property and all other property and assets in Scotland and the Charged Property first, secondly, thirdly, fourthly and fifthly described (if any) in and as the charges thereon or on any part or parts thereof therein as aforesaid should for any reason be ineffective as fixed charges.

The charges created by the Debenture are as regards the Charged Property first, fourthly and fifthly described fixed first charges (and as regards all other parts of the Charged Property first described then vested in the Company constitute a charge by way of legal mortgage thereon) and as regards all other parts of the Charged Property secondly and thirdly described shall constitute first fixed mortgages by assignment subject to an assignment on redemption and as in the Charged Property sixthly described the charge as created is a floating charge.

The Company may not without the consent in writing of the Bank:

(i) sell, assign, discount, factor, charge or otherwise dispose of the Charged Property secondly or thirdly described or any part thereof save in accordance with Clause 9(d) of the Debenture set out below or deal with the same in any way otherwise than in accordance with the said sub-clause.

(ii) create or allow to subsist any specific or other mortgage, debenture or charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property ranking either in priority to or pari passu with any charge thereby created.

(iii) transfer sell or otherwise dispose of the whole or any material part of the Charged Property sixthly described except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture.

By Clause 9(d) of the Debenture the Company covenanted that it would pay into its account or accounts with the Bank all moneys which it might receive in respect of the book and other debts and claims mortgaged (by way of assignment) or charged by it or in respect of the interests in securities.

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

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

NIL

Signed

Date 14/4/87

On behalf of [company] [mortgagee/chargee]

LLOYDS BANK PLC

delete as appropriate

Notes

- 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.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.



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 13th April 1987
and created by INVENTEC LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Lloyds Bank PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 21st April 1987

Given under my hand at the Companies Registration Office,

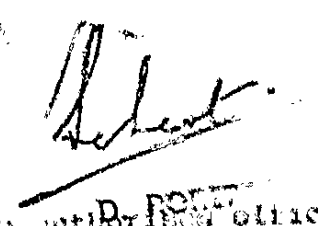
Cardiff the 30 APR 1987

No. 2072273

Certificate and instrument received by

..... 30 APR 1987

Date


an authorized officer