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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

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

2101

2941942

Name of company

* TATRA SIPOX (UK) LIMITED

Date of creation of the charge

16th October 1995

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

Cash Collateral Deed dated 16th October 1995 (the "Cash Collateral Deed") between Tatra Sipox (UK) Limited (the "Chargor") and Raiffeisen Zentralbank Osterreich Aktiengesellschaft (the "Bank").

Amount secured by the mortgage or charge

1. All moneys which shall for the time being and from time to time be due owing or incurred by the Chargor or any person (the "Debtor") (named in the Schedule of the Cash Collateral Deed) to the Bank on any current, loan or other account or in any manner whatsoever and wheresoever (whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety or otherwise and in whatever style or name); and
2. all other liabilities whatsoever of the Chargor or any Debtor to the Bank whether present, future, certain or contingent; and
3. all interest, discount, commission and other lawful charges computed and compounded in accordance with the terms for the time being and from time to time agreed between the Chargor or any other relevant person (including without limitation, the Debtor)

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

Raiffeisen Zentralbank Osterreich Aktiengesellschaft
RZB-Austria London Branch
36-38 Botolph Lane
London

EC3R 8DE

31 OCT 1995

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

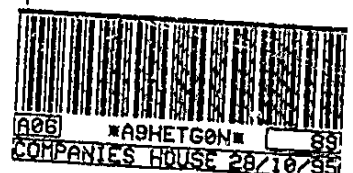
Mishcon de Reya
21 Southampton Row
London WC1B 5HS

Ref: NJP

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Chargor as legal and beneficial owner hereby charges by way of first fixed charge in favour of the Bank:-

1. all the Chargor's right, title and interest in and to sums from time to time standing to the credit of the accounts of the Chargor with the Bank between the Bank and the Chargor; and
2. all interest thereon; and
3. all rights, benefits or proceeds thereof and of any renewal or re-designation thereof.

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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 Nicola Shindler
Solicitor for and

Date 27th October 1995

On behalf of (company) (mortgagee/chargee) †

† delete as appropriate

- 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 115

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Company Number

2941942

Name of Company

TATRA SIPOX (UK) LIMITED

limited

* delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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and the Bank relevant thereto (if any) or in the absence of any such terms computed and compounded according to the usual mode of the Bank (as well after as before any demand made or judgment obtained in respect thereof); and

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bold block lettering

4. all costs and expenses howsoever incurred by the Bank in relation to this security on a full indemnity basis.

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

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

COMPANY No. 02941942

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CASH COLLATERAL DEED DATED THE 16th OCTOBER 1995 AND CREATED BY TATRA SIPOX (UK) LIMITED FOR SECURING ALL MONEYS DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER PERSON (THE "DEBTOR") (AS DEFINED) TO RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th OCTOBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 1995.

J. M. EVANS

for the Registrar of Companies

Post
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COMPANIES HOUSE

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Please complete
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

11111111

2941942

Name of company

TATRA SIPOX (UK) LIMITED

Date of creation of the charge

16th October 1995

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

Security Agreement dated 16th October 1995 (the "Security Agreement") between Raiffeisen Zentralbank Osterreich Aktiengesellschaft (the "Bank") and Tatra Sipox (UK) Limited (the "Customer").

Amount secured by the mortgage or charge

1. The aggregate of an amount equal to the actual and contingent liability of the Customer to the Bank under each bank guarantee, indemnity, counter-indemnity, documentary credit, performance bond or guarantee, undertaking or other document or engagement issued or accepted by the Bank at the request of the Customer or a third party or any security documentation; and
2. all amounts whether principal, interest or otherwise which may from time to time or at any time be or become due and owing actually or contingently from the Customer to the Bank under the Security Agreement, whether solely or jointly with any other person and whether as principal or surety.

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

Raiffeisen Zentralbank Osterreich Aktiengesellschaft
RZB-Austria London Branch
36-38 Botolph Lane
London

EC3R 8DE

31 OCT 1995

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

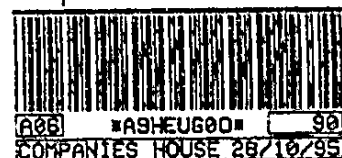
Mishcon de Reya
21 Southampton Row
London WC1B 5HS

Ref: NJP

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Customer as beneficial owner hereby charges and agrees to charge to the Bank its right title and interest in:-

1. all documentary credits, bills of exchange, promissory notes, negotiable instruments, bills of lading, delivery orders, warehouse receipts, insurance certificates and policies and all other documents of title or documents relating to goods which are now or at any time hereafter deposited with or transferred to the Bank or its agent for any purpose whatsoever including (but not limited to) safe custody, security, negotiation collection or presentation ("the Documents");
2. all goods to which the Documents relate and all other property of the Customer at any time held by the Bank (whether for safe custody, security or otherwise) (the "Goods");
3. as a first fixed charge each and every credit balance from time to time on any account of whatsoever nature maintained at the Bank by the Customer (the "Credit Balances");

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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 Nicola St. John Perry
Secretary for and

Date 27/10/95

On behalf of [company] (mortgagor/chargee) †

† delete as appropriate

- 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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Please complete
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bold block lettering

Company Number

2941942

Name of Company

TATRA SIPOX (UK) LIMITED

limited

* delete if
inappropriate

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

03-11-95

Amount due or owing on the mortgage or charge (continued)

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bold block lettering

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

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

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

Please do not
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binding margin

4. until this security is discharged the Customer shall not without the prior written consent of the Bank incur or permit to subsist any encumbrance or other security over the whole or any part of the Charged Property.

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

PROPERTY ASSIGNED:

5. All the Customer's right, title and interest in any contract for sale of the goods purchased or acquired or agreed to be purchased or acquired by the Customer either wholly or in part with the use of facilities made or to be made available by the Bank and all amounts which may at any time be or become due to the Customer under any such contract as hereby assigned, and all claims for damages arising out of the breach of any such contract as hereby assigned (the "Assigned Property").
6. All the Customer's right, title and interest in and to each and every Buyer's letter of credit (whether confirmed or not) from time to time existing of which the Customer is the beneficiary and which is issued in respect of goods being sold by the Customer and any and all sums paid or payable thereunder and all rights, benefits or proceeds thereof.
7. All the Customer's right, title and interest in any bill of exchange, promissory note, negotiable instrument or other instrument of payment whatsoever (the "Instruments of Payment") received by the Customer or to which the Customer is entitled or in which the Customer has or had any interest, arising out of the sale or disposal of the goods purchased or acquired or agreed to be purchased or acquired by the Customer either wholly or in part with the use of facilities made available or to be made available by the Bank.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02941942

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 16th OCTOBER 1995 AND CREATED BY TATRA SIPOX (UK) LIMITED FOR SECURING THE AGGREGATE OF AN AMOUNT EQUAL TO THE ACTUAL AND CONTINGENT LIABILITY OF THE COMPANY TO RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT UNDER EACH BANK GUARANTEE, INDEMNITY, COUNTER-INDEMNITY, DOCUMENTARY CREDIT, PERFORMANCE BOND OR GUARANTEE, UNDERTAKING OR OTHER DOCUMENT OR ENGAGEMENT ISSUED OR ACCEPTED BY THE BANK AND UNDER THE TERMS OF THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th OCTOBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 1995.

J. M. EVANS

for the Registrar of Companies

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

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