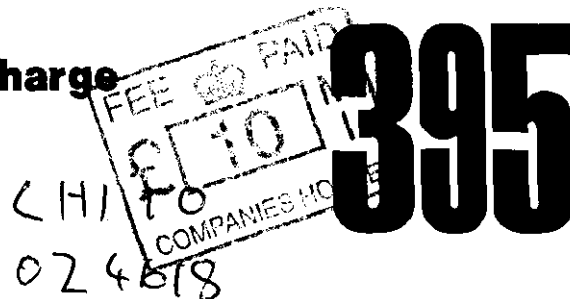


Particulars of a mortgage or charge

MPlease do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

**395**

CHA 116

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

To the Registrar of Companies

For official use

Company number

[151]

3198843

Name of company

* Bibby Group Limited (the "Company")

* insert full name
of company

Date of creation of the charge

26 July 2001

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

Supplemental Deed between Bibby Group Limited and the Governor and
Company of the Bank of Scotland (the "Chargee") dated 26 July 2001 (the
"Deed")

Amount secured by the mortgage or charge

All and any of all obligations and liabilities (whether owned jointly or
severally or in any other capacity whatsoever) of the Company to any of
the Secured Parties under or in connection with any of the Financing
Documents.

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

The Governor and Company of the Bank of Scotland as agent and trustee
for itself and the other Secured Parties acting through its office at
Uberior House, 61 Grassmarket, Edinburgh

Postcode EH1 1YZ

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

Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

TJXB/58120.11/DWS5354284.01

Time critical reference

For official use
Mortgage Section

Post room

LD4
COMPANIES HOUSE0444
02/08/01

The Company charges in favour of the Chargee:

(a) by way of first legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 1 of the Deed and all buildings and trade and other Fixtures on any such property belonging to or charged to the Chargor and all the proceeds of sale thereof (the "Legally Mortgaged Property");

(b) by way of first fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Company and the proceeds of sale thereof and all buildings and trade and other Fixtures from time to time on any such property belonging to or charged to the Company (the "Equitably Charged Property");

(c) by way of first fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Company both present and future;

Please do not
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this margin

Please complete
legibly, preferably
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bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Denton Wilde Soptel

Date

31/07/01

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.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

CHA 116

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

Company Number

3198843

Name of Company

Bibby Group Limited (the "Company")

Limited*

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

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

(d) by way of first fixed charge all book and other debts, revenues and claims (including without limitation (i) the benefit of all insurance policies which may give rise to any debt, revenue or claim and (ii) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company in (and from) any company other than any such charged pursuant to Clause (f) below) now or at any time hereafter due, owing, payable to, purchased by or otherwise assigned to the Company and (subject to the provisions of Clause 6.2 of the Debenture) all moneys which the Company receives in respect thereof together with the full benefit of all rights, guarantees, securities and indemnities of any nature whatsoever now or at any time hereafter enjoyed or held by it in relation to any of the foregoing (the "Debts");

(e) by way of first fixed charge (but subject to the provisions of Clause 6.2 of the Debenture) all balances standing to the credit of any current, deposit or other account of the Company with the Chargee or any other Secured Party (including, inter alia, any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties (the "Credit Balances");

(f) by way of first fixed charge:

(i) all stocks, shares, debentures, bonds and notes at any time during the continuance of this security belonging to the Company;

(ii) the full benefit of all stocks, shares and securities belonging to the Company which, or the certificates of which, are now or may at any time hereafter be lodged with or held by or transferred to or registered in the name of the Chargee or the Chargee's nominees (the "Nominees");

(iii) all rights in respect of or incidental to the premises described at (i) and (ii) above (the premises (i) to (iii) inclusive hereby charged being hereinafter called the "Securities"); and

(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 Securities or in substitution or exchange for any of them, including all dividends, interest and other income payable in connection therewith (the Interests in Securities) PROVIDED THAT all such dividends, interest and other income paid or payable as aforesaid may, until the security constituted hereby becomes enforceable in accordance with Clause 11 of the Debenture, be paid directly to the Accounts;

but so that the Security Trustee shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Securities or the Interests in Securities;

(g) by way of first fixed charge the goodwill of the Company and its uncalled capital now or at any time hereafter in existence;

(h) by way of first fixed charge all copyrights, patents, patent applications, licences, trade marks, trade names, rights in and in the nature of trade marks, service marks, know-how, designs, business names, rights in confidential information, exploitation rights and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Company

(See Cont. DWS/5352436)

CHFP025

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

Please do not
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binding margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

3198843

Name of Company

Bibby Group Limited (the "Company")

Limited*

* delete if
inappropriate

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

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

(Cont. from 5354284)

(together the "Intellectual Property") and all fees, royalties and other rights of every kind deriving from the Intellectual Property;

(i) by way of first fixed charge the benefit of all future licenses (statutory or otherwise) held in connection with its trade, business or assets or the use of any of the Charged Property and the right to recover and receive compensation which may at any time become payable to it in respect thereof; and

(j) by way of first floating charge the whole of the Company's undertaking and all its property, assets, inventory and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Chargee by way of fixed charge by this Clause including for the avoidance of doubt heritable property situate in Scotland (hereinafter collectively referred to as the "Floating Charge Property").

Definitions:

"Accounts" has the meaning given to it in Clause 6.1 of the Debenture;

"Charged Property" means the property, assets and income of the Chargor mortgaged, assigned or charged to the Chargee (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Debenture and each and every part thereof;

"Credit Agreement" means the credit agreement dated 30th January 1996 (as amended) made between (1) The Hay Hall Group Limited and certain of its Subsidiaries (2) The Governor and Company of the Bank of Scotland in its capacities as Facility Agent and Security Trustee and (3) the Banks;

"Debenture" means the Debenture between the Company and the Chargee dated 7 July 2000;

"Financing Documents" has the meaning given to it in the Credit Agreement;

"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon;

"Intellectual Property" has the meaning given to it in Clause 3.1(1) of the Debenture;

"Interests in Securities" has the meaning given to it in Clause 3.1(f)(iv) of the Debenture;

"Secured Parties" means all and each of the Facility Agent, the Security Trustee, the Hedging Bank, the Working Capital Bank and the Banks (each as defined in the Credit Agreement);

"Securities" has the meaning given to it in Clause 3.1(f)(iii) of the Debenture.

Please complete
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binding margin

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03198843

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED BETWEEN THE COMPANY AND THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (AS AGENT AND TRUSTEE FOR ITSELF AND OTHER SECURED PARTIES) DATED THE 26th JULY 2001 AND CREATED BY BIBBY GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY OF THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER OR IN CONNECTION WITH THE FINANCING DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd AUGUST 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th AUGUST 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

LC. heah



Companies House

— for the record —