

**NOTICE OF ILLEGIBLE DOCUMENT
ON THE MICROFICHE RECORD**

Companies House regrets that the microfiche record for this company, contain some documents, which are illegible.

The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause





Particulars of a mortgage or charge

395

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

N 330 / DEC 2 / CF

To the Registrar of Companies

For official use

Company number

[] [] [] []

2092894

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

Name of company

* AWD LIMITED (FORMERLY BEDFORD TRUCKS) (COLNSTABLE) LIMITED

* insert full name of company

Date of creation of the charge

23 NOVEMBER 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

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

ROBERT MUIRHEAD SON & HALL
12 NEWBROSE STREET
NEWCASTLE UPON TYNE
NE1 8AS
JH

6006 / 2/12

For official Use
Mortgage Section REGISTERED 27 NOV 1987
Post room COMPANIES REGISTRAR'S 27 NOV 1987 M OFFICE 85

Time critical reference

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 letters

First - The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule to the Debenture and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all vendor's liens mortgages charges options agreements and rights titles and interests (whether legal or equitable) in or over land of whatever description both present and future.

Secondly - All book 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 and legal and equitable charges reservation of proprietary rights rights of tracing and unpaid dividends and similar and associated rights.

Thirdly - All other monetary debts and claims (including without limitation deposits and credit balances) and third parties (from time to time) both present and future (including things in action which give rise or may give rise to a debt or debts) 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 copyrights and all copyrights patents trademarks inventions design rights know-how and 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 fees profit sharing agreements and income arising therefrom now or at any time hereafter belonging to the Company.

Fourthly - (i) All stocks and shares 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 thereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof) of the Company, and (ii) the full benefit of all stocks shares and securities which or the certificates of which were then or might at any time thereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees; and (iii) all rights in respect of or incidental to the Charged Property described at (i) and (ii) above (the Charged Property (i) to (iii) Fourthly described 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; or in respect of any of the Securities including all dividends interest and other income payable in connection therewith (all of which Charged Property (i) to (iv) Fourthly described are hereinafter called "Interests in Securities").

Fifthly - The goodwill and the uncalled capital of the Company both present and future.

Sixthly - 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 and in so far as the charges thereon or on any part or parts thereof therein contained 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 those 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 Charged Property Secondly and Thirdly described shall constitute first fixed mortgages by assignment subject to re-assignment on redemption and as to the Charged Property Sixthly described the charge so 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.

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

NIL

Signed Robert Muckle SAA Head Date 27.11.1987

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

LLOYDS BANK PLC

† 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.

pa



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 1987
and created by AWD LIMITED (formerly BEDFORD TRUCKS (DUNSTABLE) 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 27th November 1987

Given under my hand at the Companies Registration Office,
Cardiff the - 8 DEC 1987

No. 2092894

Certificate and instrument received by

..... POST

Date 10/12

.....
an authorised officer



Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

M87/9MAR/CF

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

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

2092894

Name of company

* AWD Limited

Date of creation of the charge

20th February 1988

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

MORTGAGE

Amount secured by the mortgage or charge

All monies and liabilities (including further advances made after the date of the mortgage by Lloyds Bank Plc secured directly or indirectly by the mortgage) whether certain or contingent which are now or at any time hereafter may be due owing or incurred from or by the company to Lloyds Bank Plc anywhere on any current or other account or in any manner whatsoever whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety together with interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be charged by Lloyds Bank Plc in accordance with its usual practice and commission and other banking charges and legal and other costs charges and expenses (on a full and unqualified indemnity basis) incurred by Lloyds Bank Plc in relation to the mortgage 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

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

Robert Muckle Son & Hall
Norham House
12 New Bridge Street
Newcastle upon Tyne
NE1 8AS

For official use

Mortgage section

REGISTERED
- 8 MAR 1988

Post room



Time critical reference

JH

6669
9-3-88

Short particulars of all the property mortgaged or charged

All those leasehold premises being land and buildings known as DJ Block, General Motors Site, Boscombe Road, Dunstable as comprised in a lease from David John Bowes Brown to AWD Limited dated February 1988 together with all buildings and fixtures thereon by way of legal mortgage. All moveable plant, machinery, implements, utensils, furniture goods and equipment now or from time to time placed on or used in or about the above specified property by way of floating charge. The mortgage contains provisions to the effect that the Company shall not without the consent in writing of Lloyds Bank Plc create or allow to subsist any specific or other mortgage, debenture or charge upon such chattels ranking in priority to or pari passu with any charge hereby created. Under the terms of the mortgage the Company as beneficial owner assigns to Lloyds Bank Plc the goodwill of the business, (if any) carried on by the Company at the mortgaged premises to hold the same unto Lloyds Bank Plc absolutely subject to redemption upon payment of all monies liabilities and interest hereby secured. The Company's statutory powers and any other powers of leasing, letting, entering into agreements for leases or letting, accepting or agreeing to accept surrenders of leases shall not be exercisable by the Company without

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed Robert Nuckle-Somerton Date 7th March 1988

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



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crinmcott Street, London SE1 5TS

1985 Edition
11 85 F5626
5010503

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

Please do not
write in this
margin

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

Company number

2092894

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

Name of company

AWD

Limited*

*Delete if
inappropriate

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

[Empty box for description of the instrument]

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

Please do not write in this margin

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

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

Please do not
write in this
margin

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

[Empty table area for recording mortgagee information]

Please do not
write in this
margin

the prior written consent by Lloyds Bank Plc.

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



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 22nd February 1988
and created by AWD 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 8th march 1988

Given under my hand at the Companies Registration Office,
Cardiff the 16 MAR 1988

No. 2092894

Certificate and instrument received by

.....POST.....

Date22/3.....

[Signature]
an authorised officer

M

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

M54

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

To the Registrar of Companies

For official use Company number

2092894

Name of company

* AWD LIMITED

*Insert full name of company

Date of creation of the charge

16th November 1990

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

Guarantee and Debenture

Amount secured by the mortgage or charge

- (1) All money and liabilities then or thereafter due by All Wheel Drive Limited to Artix Limited under a (£1,000,000 (Maximum)) Loan Facility Agreement dated 16th November, whether actual or contingent, solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith;
- (2) All other obligations of All Wheel Drive Limited to Artix Limited under the above-mentioned Loan Facility Agreement; and
- (3) All losses, damages, costs and expenses incurred by Artix Limited arising from any failure by All Wheel Drive Limited to pay the sums referred to in (1) above and/or perform the obligations referred to in (2) above.

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

Artix Limited, Peterlee, County Durham

Postcode

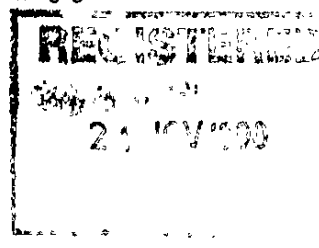
SR8 2HX

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

2211

ASHURST MORRIS CRISP
Broadwalk House
5 Appold Street
London EC2A 2HA
Ref: JTB

For official use
Mortgage section



Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not write in this margin

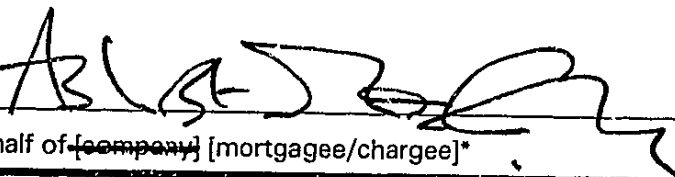
Please complete legibly, preferably in black type or bold block lettering

1. (a) by way of legal mortgage all the freehold property of the Company at Boscombe Road, Dunstable, Bedfordshire (Title No. BD133167) together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now belonging to it wherever situated together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;
- (c) by way of fixed charge all other interests (not being charged pursuant to Clauses 1.(a) or 1.(b) above which the Company now has or may in the future have in any freehold or leasehold property, the buildings and fixtures (including trade and tenant's fixtures), at any time thereon, all proceeds of sale

Particulars as to commission allowance or discount (note 3)

NONE

Signed



Date 21st November 1990

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



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition
589 F8728
5010603

Companies M395

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

Please do not
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Please complete
legibly, preferably
in black type, or
bold block lettering

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

Please do not write in this margin.

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

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- derived therefrom and the benefit of all covenants given in favour of the Company or to which the Company is entitled in respect thereof and all licences now or in the future held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become entitled;
- (d) by way of fixed charge all plant and machinery which the Company now owns or is interested in or in the future owns or becomes interested in;
 - (e) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
 - (f) by way of fixed charge all stocks, shares, debentures, bonds, notes, or other securities which the Company now owns or is interested in or may in the future own or become interested in;
 - (g) by way of fixed charge all rights and interests of the Company in and claims under all policies of insurance either now or in the future held by, or written in favour of, the Company or in which the Company is otherwise interested;
 - (h) by way of fixed charge all book and other debts due to the Company whether existing now or in the future and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties and against any security in respect of such debts;
 - (i) by way of fixed charge all the Company's present and future patents and patent applications, trade and/or service marks and trade and or service mark applications (and all goodwill associated with such applications, all brand and trade names, all copyrights and rights in the nature of copyright, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights now or in the future owned by the Company or in which the Company shall have an interest, together with the benefit of all present and future agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation of any of the aforementioned rights;
 - (j) by way of fixed charge all monies from time to time standing to the credit of any and all accounts which the Company may from time to time maintain with any bank, financial institution, or other person.
 - (k) by way of fixed charge the benefit of all licences, consents, agreements and authorisations from time to time held or utilised by the Company in connection with its business or the use of any of the property charged by the Guarantee and Debenture.
2. By way of floating charge all of the Company's assets and undertaking whatsoever and wheresoever, both present and future, and not effectively charged by way of fixed charge pursuant to 1(a) to 1(k) above.

FILE COPY



**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 16th NOVEMBER 1990
and created by AWD LIMITED

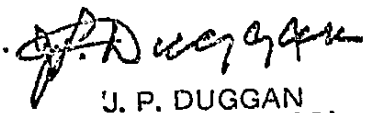
for securing all moneys due or to become due from ALL WHEEL DRIVE LIMITED
to ARTIX LIMITED under the terms of A LOAN FACILITY AGREEMENT OF EVEN
DATE (AS DEFINED IN THE CHARGE)

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 21st NOVEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 27th NOVEMBER 1990

No. 2092894


J. P. DUGGAN
an authorised officer

C.69

M

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

*Insert full name of company

To the Registrar of Companies

For official use Company number

M10



2092894

Name of company

* AWD LIMITED

Date of creation of the charge

28th November 1990

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

Guarantee and Debenture

Amount secured by the mortgage or charge

- (1) All money and liabilities then or thereafter due by All Wheel Drive Limited to Artix Limited under a £1,000,000 (Maximum) Loan Facility Agreement dated 28th November 1990, whether actual or contingent, solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith;
- (2) All other obligations of All Wheel Drive Limited to Artix Limited under the above-mentioned Loan Facility Agreement; and
- (3) All losses, damages, costs and expenses incurred by Artix Limited arising from any failure by All Wheel Drive Limited to pay the sums referred to in (1) above and/or perform the obligations referred to in (2) above.

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

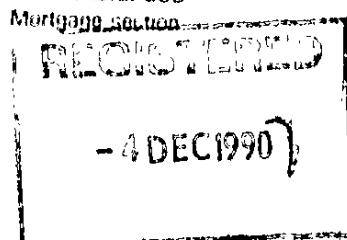
Artix Limited, Peterlee, County Durham

Postcode SR8 2HX

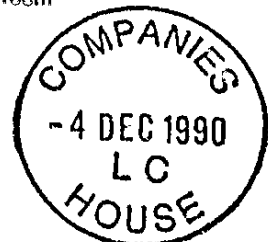
Presentor's name, address and reference (if any)

ASHURST MORRIS CRISP
Broadwalk House
5 Appold Street
London EC2A 2HA
Ref: JTB

For official use



Post room



Time critical reference

Short particulars of all the property mortgaged or charged

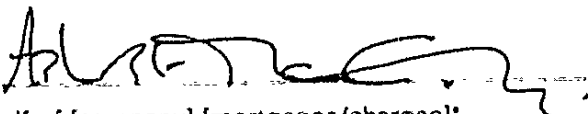
Please do not write in this margin

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

1. (a) by way of legal mortgage all the freehold property of the Company at Boscombe Road, Dunstable, Bedfordshire (Title No. BD133167) together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now belonging to it wherever situated together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;
- (c) by way of fixed charge all other interests (not being charged pursuant to Clauses 1.(a) or 1.(b) above which the Company now has or may in the future have in any freehold or leasehold property, the buildings and fixtures (including trade and tenant's fixtures), at any time thereon, all proceeds of sale

Particulars as to commission allowance or discount (note 3)

NONE

Signed  Date 03.12.90

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



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

Please do not
write in this
margin

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

Company number

2092894

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

Name of company

AWD 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)

Please do not
write in this
margin

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

Please do not
write in this
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

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derived therefrom and the benefit of all covenants given in favour of the Company or to which the Company is entitled in respect thereof and all licences now or in the future held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become entitled;

- (d) by way of fixed charge all plant and machinery which the Company now owns or is interested in or in the future owns or becomes interested in;
 - (e) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
 - (f) by way of fixed charge all stocks, shares, debentures, bonds, notes, or other securities which the Company now owns or is interested in or may in the future own or become interested in;
 - (g) by way of fixed charge all rights and interests of the Company in and claims under all policies of insurance either now or in the future held by, or written in favour of, the Company or in which the Company is otherwise interested;
 - (h) by way of fixed charge all book and other debts due to the Company whether existing now or in the future and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties and against any security in respect of such debts;
 - (i) by way of fixed charge all the Company's present and future patents and patent applications, trade and/or service marks and trade and or service mark applications (and all goodwill associated with such applications, all brand and trade names, all copyrights and rights in the nature of copyright, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights now or in the future owned by the Company or in which the Company shall have an interest, together with the benefit of all present and future agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation of any of the aforementioned rights;
 - (j) by way of fixed charge all monies from time to time standing to the credit of any and all accounts which the Company may from time to time maintain with any bank, financial institution, or other person.
 - (k) by way of fixed charge the benefit of all licences, consents, agreements and authorisations from time to time held or utilised by the Company in connection with its business or the use of any of the property charged by the Guarantee and Debenture.
2. By way of floating charge all of the Company's assets and undertaking whatsoever and wheresoever, both present and future, and not effectively charged by way of fixed charge pursuant to 1(a) to 1(k) above.

FILE COPY



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 28th NOVEMBER 1990
and created by AWD LIMITED

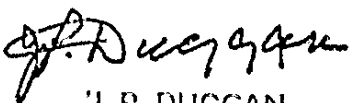
for securing all moneys due or to become due from ALL WHEEL DRIVE LIMITED
to ARTIX LIMITED under the terms of THE LOAN FACILITY AGREEMENT OF EVEN
DATE (AS DEFINED IN THE CHARGE)

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 4th DECEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 10th DECEMBER 1990

No. 2092894


J. P. DUGGAN
an authorised officer

C.69



Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

M97

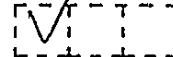
Please do not write in this margin

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



2092894

Name of company

* AWD LIMITED

Date of creation of the charge

13th December 1990

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

Guarantee and Debenture

Amount secured by the mortgage or charge

- (1) All money and liabilities then or thereafter due by All Wheel Drive Limited to Artix Limited under a Loan Facility Agreement dated 13th December 1990, whether actual or contingent, solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith;
- (2) All other obligations of All Wheel Drive Limited to Artix Limited under the above-mentioned Loan Facility Agreement; and
- (3) All losses, damages, costs and expenses incurred by Artix Limited arising from any failure by All Wheel Drive Limited to pay the sums referred to in (1) above and/or perform the obligations referred to in (2) above.

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

Artix Limited, Peterlee, County Durham. Postcode SR8 2HX

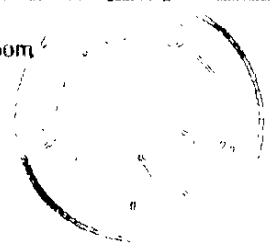
Presentor's name, address and reference (if any).

ASHURST MORRIS CRISP
Broadwalk House
5 Appold Street
London EC2A 2HA
Ref: JTB

For official use

REGISTERED
18 DEC 1990

Post room



Time and date of registration

18/12

Short particulars of all the property mortgaged or charged

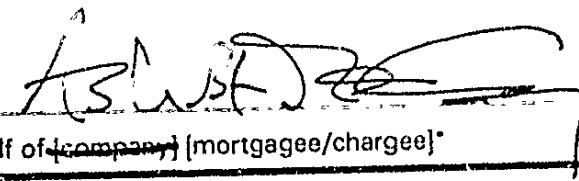
Please do not write in this margin

1. (a) by way of legal mortgage all the freehold property of the Company at Boscombe Road, Dunstable, Bedfordshire (Title No. BD133167) together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now belonging to it wherever situated together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;
- (c) by way of fixed charge all other interests (not being charged pursuant to Clauses 1.(a) or 1.(b) above which the Company now has or may in the future have in any freehold or leasehold property, the buildings and fixtures (including trade and tenant's fixtures), at any time thereon, all proceeds of sale

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

Particulars as to commission allowance or discount (note 3)

NONE

Signed 
On behalf of ~~company~~ [mortgagee/chargee]*

Date 14th December 1990

*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

Particulars of a mortgage or charge (continued)

Please do not
write in this
margin

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

Company number

2092894

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

Name of company

AWL 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)

Please do not
write in this
margin

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

Please do not
write in this
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

--

derived therefrom and the benefit of all covenants given in favour of the Company or to which the Company is entitled in respect thereof and all licences now or in the future held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become entitled;

- (d) by way of fixed charge all plant and machinery which the Company now owns or is interested in or in the future owns or becomes interested in;
 - (e) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
 - (f) by way of fixed charge all stocks, shares, debentures, bonds, notes, or other securities which the Company now owns or is interested in or may in the future own or become interested in;
 - (g) by way of fixed charge all rights and interests of the Company in and claims under all policies of insurance either now or in the future held by, or written in favour of, the Company or in which the Company is otherwise interested;
 - (h) by way of fixed charge all book and other debts due to the Company whether existing now or in the future and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties and against any security in respect of such debts;
 - (i) by way of fixed charge all the Company's present and future patents and patent applications, trade and/or service marks and trade and or service mark applications (and all goodwill associated with such applications, all brand and trade names, all copyrights and rights in the nature of copyright, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights now or in the future owned by the Company or in which the Company shall have an interest, together with the benefit of all present and future agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation of any of the aforementioned rights;
 - (j) by way of fixed charge all monies from time to time standing to the credit of any and all accounts which the Company may from time to time maintain with any bank, financial institution, or other person.
 - (k) by way of fixed charge the benefit of all licences, consents, agreements and authorisations from time to time held or utilised by the Company in connection with its business or the use of any of the property charged by the Guarantee and Debenture.
2. By way of floating charge all of the Company's assets and undertaking whatsoever and wheresoever, both present and future, and not effectively charged by way of fixed charge pursuant to 1(a) to 1(k) above.

FILE COPY



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 DECEMBER 1990
and created by AWD LIMITED

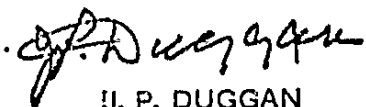
for securing all moneys due or to become due from ALL WHEEL DRIVE LIMITED
to ARTIX LIMITED under the terms of THE LOAN FACILITY AGREEMENT OF EVEN
DATE (AS DEFINED IN THE CHARGE)

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th DECEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 21st DECEMBER 1990

No. 2092894


J. P. DUGGAN
an authorised officer

C.69



Particulars of a mortgage or charge

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

M629C.

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

To the Registrar of Companies

For official use Company number

Official use stamp box

2092894

Name of company

* AWD LIMITED

*Insert full name of company

Date of creation of the charge

17th December 1990

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

CHATTEL MORTGAGE

Amount secured by the mortgage or charge

All monies and liabilities whether certain or contingent (including further advances made by Lloyds Bank plc) which now are or at any time hereafter may be due owing or incurred by the Company to Lloyds Bank plc and where or for which the Company may be or become liable to Lloyds Bank plc on any current or other account or in any manner (whether alone or jointly with any other person and in whatever style or name and whether as principle or surety) together with interest at the date of payment at such rate as may from time to time be charged by Lloyds Bank plc together with commission banking charges and legal and other costs charges and expenses incurred by Lloyds bank plc in relation to the chattel mortgage or in enforcing the same

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

Handwritten initials

Lloyds Bank plc, 71 Lombard Street, London
Postcode EC3 3PS

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

21/12

Robert Muckle,
Norham House,
12 New Bridge Street West
Newcastle upon Tyne,
NE1 8AS tel no 091
Ref. JH 232-4402

For official use Mortgage section

REGISTERED
20 DEC 1990

Post room

20 DEC 1990

Time critical reference

Short particulars of all the property mortgaged or charged

The mortgaged property specified in the schedule to the legal charge as attached to this form M395 together with the benefit of any obligations and warranties given by any manufacturer or supplier of the mortgaged property and the benefit of all maintenance agreements entered into between the company and any such third party.

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)

Nil

Signed

Robert Muckle

Date

17 December 1990

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



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition
5 89 18728
5010503

AND LTD.

ESTIMATED VALUES OF ALLOCATED/UNALLOCATED FACTORY STOCK

(* EXCLUDING OPTIONS/SPECIAL VEHICLE OPTIONS/BODIES)

CURRENT AS AT : 30 NOVEMBER 1970

MARKET	RANGE/ COUNTRY	G.V.V.	VARIANT	CHASSIS No.	FACTORY COST \$	W/DOWN AMOUNT	NET BOOK VALUE	(IF ALLOC	ALLOCATED	UN-	ALL	UNALL	
								PUT *1" IF NOT *0)	STOCK	ALLOCATED			
								\$'s	\$'s	\$'s			
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 200324	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 200548	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 200806	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 201263	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 201310	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 201507	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 201139	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 201445	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 201328	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 201526	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 201743	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 201954	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200281	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200287	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200459	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200475	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200433	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200311	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200481	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200436	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200439	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200487	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200318	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200441	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200493	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200452	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200518	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200530	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200283	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200324	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200307	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200123	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200469	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200305	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	LT 200263	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N2D60	RIGID	MT 200455	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	KT 201743	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200408	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200204	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200717	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200641	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200491	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200510	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200523	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200524	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200526	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200575	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200582	15,100	(2,300)	12,800	0	0	12,800	0	1
DOMESTIC	TL 8-14	7.5T	D6N3D60	RIGID	LT 200589	15,100	(2,300)	12,800	0	0	12,800	0	1

DOMESTIC	TL 13-16	13T	BPR5060	RIGID	LT 201831	16,100	(100)	16,000	0	0	16,000	0	1
DOMESTIC	TL 13-16	13T	BPR5060	RIGID	LT 201835	16,100	(100)	16,000	0	0	16,000	0	1
DOMESTIC	TL 13-16	13T	BPR5060	RIGID	LT 201857	16,100	(100)	16,000	0	0	16,000	0	1
DOMESTIC	TL 13-16	13T	BPR5060	RIGID	LT 201862	16,100	(100)	16,000	0	0	16,000	0	1
DOMESTIC	TL 13-16	13T	BPR5060	RIGID	LT 201879	16,100	(100)	16,000	0	0	16,000	0	1
DOMESTIC	TL 13-16	13T	BPR6060	RIGID	MT 200402	16,100	(100)	16,000	0	0	16,000	0	1
DOMESTIC	TL 17-18	17T	DRV3060	RIGID	KY 202312	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV3060	RIGID	LT 200103	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV3060	RIGID	LT 201816	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV3060	RIGID	MT 200408	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV3060	RIGID	MT 200447	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV4060	RIGID	KT 202607	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV4060	RIGID	KT 203492	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV4060	RIGID	MT 200460	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV4060	RIGID	MT 200463	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV4060	RIGID	MT 200501	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV4060	RIGID	MT 200370	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV4060	RIGID	KT 203528	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV4060	RIGID	MT 200466	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV7060	RIGID	MT 200405	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV7060	RIGID	MT 200184	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV7060	RIGID	MT 201906	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV7060	RIGID	MT 200367	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV7060	RIGID	MT 200146	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	TL 17-18	17T	DRV7060	RIGID	MT 200164	18,200	0	18,200	0	0	18,200	0	1
DOMESTIC	N-TYPE	17T	KJR2BCO		MT 200395	18,200	0	18,200	0	0	18,200	0	1
H.O.D.	TH (4x4)		WNV3NPO		LT 201628	35,000	0	35,000	0	0	35,000	0	1

TOTAL DOMESTIC/H.O.D. 3,209,500 (383,400)2,826,100
(as at 30/11/1990)
TOTAL UNITS 205

0 2,826,100
0 205

EXPORT SUP	TJ	CJM3BCO	MT 200308	14,000	0	14,000	0	0	14,000	0	1
EXPORT SUP	TJ	CJM3BCO	MT 200315	14,000	0	14,000	0	0	14,000	0	1
EXPORT SUP	TJ	CJM3BCO	MT 200299	14,000	0	14,000	0	0	14,000	0	1
EXPORT SUP	TJ	CJP3BCO	MT 200372	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	MT 200398	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	MT 200354	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	MT 200362	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	LT 201834	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	LT 201921	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	LT 201925	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	LT 201237	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	MT 200289	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	LT 201927	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	MT 200244	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	MT 200329	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	MT 200359	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	MT 200383	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ	CJP3BCO	MT 200387	13,800	0	13,800	0	0	13,800	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701227	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701228	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701229	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701230	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701231	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701232	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701233	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701234	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701235	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701236	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701237	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 701238	12,300	0	12,300	0	0	12,300	0	1
EXPORT SUP	TJ (GULF)	CJP3BZO	KT 700835	12,300	0	12,300	0	0	12,300	0	1

EXPORT SUP TJ (GULF)	CJP3BZD	KT 701235	13,000	0	12,300	0	0	12,300	0	1	
EXPORT SUP TJ (GULF)	CJP3BZD	KT 701236	13,000	0	12,300	0	0	12,300	0	1	
EXPORT SUP TJ (GULF)	CJP3BZD	KT 701237	13,000	0	12,300	0	0	12,300	0	1	
EXPORT SUP TJ (GULF)	CJP3BZD	KT 701238	13,000	0	12,300	0	0	12,300	0	1	
EXPORT SUP TJ (GULF)	CJP3BZD	KT 700835	13,000	0	12,300	0	0	12,300	0	1	
EXPORT SUP TJ (GULF)	CJP3BZD	KT 700836	13,000	0	12,300	0	0	12,300	0	1	
EXPORT SUP TJ (GULF)	CJP3BZD	KT 700837	13,000	0	12,300	0	0	12,300	0	1	
EXPORT SUP TJ (GULF)	CJP3BZD	KT 700838	13,000	0	12,300	0	0	12,300	0	1	
EXPORT SUP TJ (GULF)	CJP3BZD	KT 700839	13,000	0	12,300	0	0	12,300	0	1	
EXPORT SUP TJ (GULF)	CJP3BZD	KT 700840	13,000	0	12,300	0	0	12,300	0	1	
EXPORT SUP TL 8-14	7.5T	DGM4DGO RIGID	LT 201020	15,100	(2,300)	12,800	0	0	12,800	0	1
EXPORT SUP TL 8-14	7.5T	DGM4DGO RIGID	LT 201024	15,100	(2,300)	12,800	0	0	12,800	0	1
EXPORT SUP TL 10-14	7.5T	DGN3DGO RIGID	LT 201154	15,800	(2,100)	13,700	0	0	13,700	0	1
EXPORT SUP TL 13-16	13T	DPR3DGO RIGID	MT 200361	16,100	(100)	16,000	0	0	16,000	0	1
EXPORT SUP TL 13-16	13T	DPR3DGO RIGID	MT 200365	16,100	(100)	16,000	0	0	16,000	0	1
EXPORT SUP TL 13-16	13T	DPR4DGO RIGID	KT 203940	16,100	(100)	16,000	0	0	16,000	0	1
EXPORT SUP TL 13-16	13T	DPR4DGO RIGID	KT 202409	16,100	(100)	16,000	0	0	16,000	0	1
EXPORT SUP TL 13-16	13T	DPR4DGO RIGID	KT 203936	16,100	(100)	16,000	0	0	16,000	0	1
EXPORT SUP TL 13-16	13T	DPR4DGO RIGID	LT 200638	16,100	(100)	16,000	0	0	16,000	0	1
EXPORT SUP TL 13-16	13T	DPR4DGO RIGID	LT 200643	16,100	(100)	16,000	0	0	16,000	0	1
EXPORT SUP TL 17-18	17T	DRV3DGO RIGID	MT 200295	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP TL 17-18	17T	DRV3DGO RIGID	MT 200330	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP TL 17-18	17T	DRV3DGO RIGID	MT 200332	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP TL 17-18	17T	DRV3DGO RIGID	MT 200334	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP TL 17-18	17T	DRV3DGO RIGID	MT 200336	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP TL 17-18	17T	DRV3DGO RIGID	MT 200351	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP TL 17-18	17T	DRV3DGO RIGID	MT 200353	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP TL 17-18	17T	DRV3DGO RIGID	MT 200355	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP TL 17-18	17T	DRV3DGO RIGID	MT 200358	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP TL 17-18	17T	DRV3DGO RIGID	MT 200363	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP M TYPE		NJR2BCO	MT 200126	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP M TYPE		NJR2BCO	MT 200177	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP M TYPE		NJR2BCO	LT 201724	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP M TYPE		NJR2BCO	LT 201732	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP M TYPE		NJR2BCO	MT 200110	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP M TYPE		NJR2BCO	MT 200112	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP M TYPE		NJR2BCO	MT 200276	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP M TYPE		NJR2BYD	LT 201407	18,200	0	18,200	0	0	18,200	0	1
EXPORT SUP NT		ZRT2DGO	LT 201750	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200323	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200326	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200328	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200343	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	LT 201942	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200178	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200181	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200190	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200193	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200285	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200288	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200271	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200294	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200297	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200303	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200310	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200335	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200338	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200423	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200471	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200160	25,396	0	25,396	0	0	25,396	0	1
EXPORT SUP NT		ZRT2DGO	MT 200374	25,396	0	25,396	0	0	25,396	0	1
TOTAL EXPORT S.U.S.				1,553,408	(7,400)	1,546,008	0 1,546,408		0	1	
(as of 06/30/1990)								0	6		
TOTAL UNITS											

FILE COPY



**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 17th DECEMBER 1990
and created by AWD LIMITED

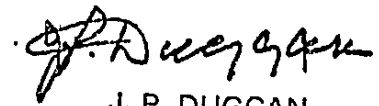
for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to LLOYDS BANK Plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 20th DECEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 3rd JANUARY 1991

No. 2092894


J. P. DUGGAN
an authorised officer

C.69a



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

MSIC

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

To the Registrar of Companies
 (Address overleaf - Note 5)

For official use

Company number

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

2092894

Name of company

* AWD Limited (the "Mortgagor")

* insert full name of company

Date of creation of the charge

12th December 1990

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

A credit agreement entitled "PROMPT Credit Application" and dated 12/12/90 between the Mortgagor and Close Brothers Limited (the "Mortgagee") (the "Agreement").

Amount secured by the charge

£ 18990.00, being the total amount payable (inclusive of credit charge) by the Mortgagor to the Mortgagee pursuant to the terms of the Agreement.

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

Close Brothers Limited		
36, Great St Helen's		
London	Postcode	EC3A 6AP

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

Close Brothers Limited
 36, Great St Helen's
 London EC3A 6AP

Ref: PR

Time critical reference

For official Use
 Mortgage Section

Post room

REGISTERED

28 DEC 1990

COMPANIES HOUSE

28 DEC 1990

3/1

Short particulars of all the property charged

Please do not write in this margin

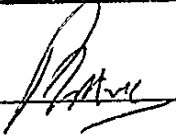
Please complete legibly, preferably in black type, or bold block lettering

All its right, title and interest in and to all sums payable (including by way of refund) under the insurance, particulars whereof are set out below, as from time to time varied or extended and the benefit of all powers and remedies for cancelling and/or enforcing the same.

<u>Particulars of Policies:</u>		<u>Policy No.</u>	<u>Period (12 months from)</u>	<u>Premium</u> £
<u>Type</u>	<u>Insurers</u>			
Public/Products Liab.	Weyels	U11612900	20/11/90	18000.00

Particulars as to commission allowance or discount (note 3)

NIL

Signed  DIRECTOR Date 20th November 1990

On behalf of [company][chargee]†

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

FILE COPY



**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 12th DECEMBER 1990
and created by AWD LIMITED

for securing £18,990.00 due from the Company to CLOSE BROTHERS LIMITED

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 28th DECEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 8th JANUARY 1991

No. 2092894

A handwritten signature in dark ink, appearing to read 'U. P. Duggan', is written over a faint circular stamp.

U. P. DUGGAN
an authorised officer

C.69



Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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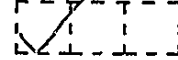
M13

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



2092894

Name of company

* AWD LIMITED

Date of creation of the charge

15th February 1991

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

Guarantee and Debenture

Amount secured by the mortgage or charge

- (1) All money and liabilities then or thereafter due by All Wheel Drive Limited to Artix Limited under a Loan Facility Agreement dated 15th February 1991, whether actual or contingent, solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith;
- (2) All other obligations of All Wheel Drive Limited to Artix Limited under the above-mentioned Loan Facility Agreement; and
- (3) All losses, damages, costs and expenses incurred by Artix Limited arising from any failure by All Wheel Drive Limited to pay the sums referred to in (1) above and/or perform the obligations referred to in (2) above.

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

~~Artix Limited, Peterlee, County Durham~~

Postcode SR8 2HX

4/13

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

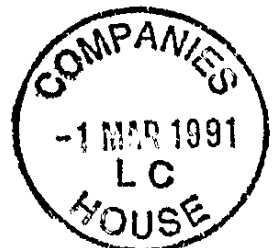
ASHURST MORRIS CRISP
 Broadwalk House
 5 Appold Street
 London EC2A 2HA
 Ref: JTB

For official use Mortgage section

REGISTERED

- 1 MAR 1991

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

1. (a) by way of legal mortgage all the freehold property of the Company at Boscombe Road, Dunstable, Bedfordshire (Title No. BD133167) together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now belonging to it wherever situated together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;
- (c) by way of fixed charge all other interests (not being charged pursuant to Clauses 1.(a) or 1.(b) above which the Company now has or may in the future have in any freehold or leasehold property, the buildings and fixtures (including trade and tenant's fixtures), at any time thereon, all proceeds of sale

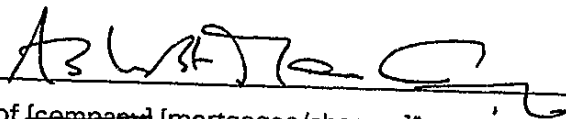
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Please complete legibly, preferably in black type or bold block lettering

Particulars as to commission allowance or discount (note 3)

NONE

Signed



Date 13th Nov 1991

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.



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Particulars of a mortgage or charge (continued)

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

Company number

2092894

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

Name of company

AWD LIMITED

Limited*

*Delete if
inappropriate

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

[Empty box for description of the instrument]

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

Please do not
write in this
margin

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

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Please do not
write in this
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

--

derived therefrom and the benefit of all covenants given in favour of the Company or to which the Company is entitled in respect thereof and all licences now or in the future held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become entitled;

- (d) by way of fixed charge all plant and machinery which the Company now owns or is interested in or in the future owns or becomes interested in;
 - (e) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
 - (f) by way of fixed charge all stocks, shares, debentures, bonds, notes, or other securities which the Company now owns or is interested in or may in the future own or become interested in;
 - (g) by way of fixed charge all rights and interests of the Company in and claims under all policies of insurance either now or in the future held by, or written in favour of, the Company or in which the Company is otherwise interested;
 - (h) by way of fixed charge all book and other debts due to the Company whether existing now or in the future and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties and against any security in respect of such debts;
 - (i) by way of fixed charge all the Company's present and future patents and patent applications, trade and/or service marks and trade and or service mark applications (and all goodwill associated with such applications, all brand and trade names, all copyrights and rights in the nature of copyright, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights now or in the future owned by the Company or in which the Company shall have an interest, together with the benefit of all present and future agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation of any of the aforementioned rights;
 - (j) by way of fixed charge all monies from time to time standing to the credit of any and all accounts which the Company may from time to time maintain with any bank, financial institution, or other person.
 - (k) by way of fixed charge the benefit of all licences, consents, agreements and authorisations from time to time held or utilised by the Company in connection with its business or the use of any of the property charged by the Guarantee and Debenture.
2. By way of floating charge all of the Company's assets and undertaking whatsoever and wheresoever, both present and future, and not effectively charged by way of fixed charge pursuant to 1(a) to 1(k) above.

FILE COPY



**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 15th FEBRUARY 1991
and created by AWD LIMITED

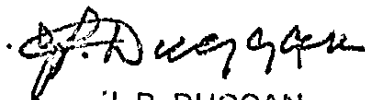
for securing all moneys due or to become due from ALL WHEEL DRIVE LIMITED
to ARTIX LIMITED under the terms of THE LOAN AGREEMENT OF EVEN DATE

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 1st MARCH 1991

Given under my hand at the Companies Registration Office,
Cardiff the 7th MARCH 1991

No. 2092894


J. P. DUGGAN
an authorised officer

LC
7/3

C.69

M

COMPANIES FORM No.405(1)

Notice of appointment of receiver or manager

R434C

405(1)

Pursuant to section 405(1) of the Companies Act 1985

816

Please do not write in this binding margin

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

To the Registrar of Companies

For official use

Company number

[] [] [] []

2092894

Name of company

* AWD LIMITED (FORMERLY BEDFORD TRUCKS (DUNSTABLE) LIMITED)

* insert full name of company

~~We~~ LLOYDS BANK PLC

~~whose~~ Registered Office is at 71 Lombard Street, London, EC3P 3BS

give notice that

255-7

643-4

o Roger Howard Oldfield and Antony Brittain Thompson
P.O. Box 730, 20 Farringdon Street, London, EC4A 4PP.

o insert name and address of receiver/manager

were Joint Administrative
was appointed as ~~receiver/manager~~ [receiver and manager] of ~~part of~~ the property of the company.

† delete as appropriate

The appointment was made by

§ name of court making the order

~~in favour of the~~ _____

~~made on~~ _____]†

‡ enter description and date of the instrument under which appointment is made, and state whether it is a debenture secured by a floating charge

~~made~~ us on 4th June, 1992 under the powers contained in‡
a Debenture dated 23.11.87 constituting fixed and floating
charges over all the assets, undertaking and property of the company
both present and future]†

Signed *B.M. De Looze*
B.M. De Looze, Senior Manager

Date
4.6.92

Lloyds Bank Plc
Incorporated in England
21, Abchurch Lane
London EC4N 3DF

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

Lloyds Bank Plc
P.O. Box 560
Regent House
St. John's Road,
BRISTOL
BS99 1PQ

For official Use Liquidation Section	Post room
REGISTERED - 8 JUN 1992	
Time critical reference	

M

COMPANIES FORM No. 405(1)

Notice of appointment of receiver or manager

405(1)

Pursuant to section 405(1) of the Companies Act 1985

Please do not write in this margin

R23

To the Registrar of Companies

For official use Company number

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

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

2092894

Name of company

AWD LIMITED

* Insert full name of company

I/We ARTIX LIMITED

of PETERLEE, COUNTY DURHAM

give notice that

† Insert name and address of receiver/manager

† Roger Howard Oldfield and Antony Brittain Thompson of 20 Farringdon Street, London EC4A 4PP and Aquis Court, Fishpond Sreet, St Albans, Herts AL3 4RF

‡ Delete as appropriate

~~was~~ appointed as [receiver] [manager] [receiver and manager] ‡ of [part of] the property of the company.

The appointment was made by

§ Name of court making the order

[an order of the §

made on

¶ Enter description and date of the instrument under which appointment is made, and state whether it is a debenture secured by a floating charge

[me/us on 9th July 1992 under the powers contained in ~~Debentures~~ ^{Guarantee and} secured by floating charges dated 16th November 1990, 28th November 1990, 13th December 1990 and 15th February 1991

Signed 

Date 15th July 1992

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

ASHURST MORRIS CRISP
Broadwalk House
5 Appold Street
London EC2A 2HA
Ref: JTB

Time critical reference

For official use
Liquidation Section

Post room

REGISTERED
15 JUL 1992

COMPANIES
15 JUL 1992
LG
HOUSE