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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

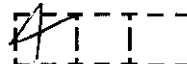
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



01000703

Name of company

* Roof Units Limited (the "Charging Company")

Date of creation of the charge

17 December 2004

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

Debenture dated 17 December 2004 made between the Charging Company and others (1) in favour of Lloyds TSB Bank plc (in its capacity as Security Agent for the Beneficiaries (as defined in the attached schedule)) (2) (the "Debenture").

Amount secured by the mortgage or charge

The Secured Sums.

References to any Finance Document include references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document.

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

Lloyds TSB Bank plc (in its capacity as Security Agent for the Beneficiaries (as defined in the attached schedule))
Loans Administration, Wholesale & International Banking, Bank House,
Wine St, Bristol

Postcode BS1 2AN

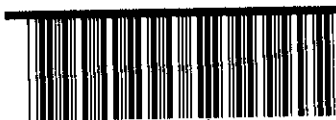
Presentor's name address and
reference (if any):

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0445
23/12/04

Short particulars of all the property mortgaged or charged

See Part II of the attached schedule.

The attached schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Not applicable.

Signed

Levell

Date

23/12/04

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395 FOR VOLUTION HOLDINGS LIMITED

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Schedule to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Agent" means Lloyds TSB Bank plc as agent for the other Finance Parties;

"Ancillary Documents" means any agreement recording the terms of the Ancillary Facilities;

"Ancillary Facilities"

- (a) the ancillary facilities provided by Lloyds TSB Bank plc under the terms of a facility letter made between Lloyds TSB Bank plc and the Original Borrower dated on or within several weeks of the date of the Facilities Agreement in a maximum aggregate amount of £10,000,000; and
- (b) the ancillary facilities provided by HSBC Bank plc under the terms of a facility letter made between HSBC Bank plc and the Original Borrower dated on or within several weeks of the date of the Facilities Agreement in a maximum aggregate amount of £5,000,000;

"Ancillary Lender" means each of Lloyds TSB Bank plc and HSBC Bank plc;

"Assets" means all the undertaking, property, assets, revenues and rights of every description, or any part of them of the Charging Company;

"Beneficiary" means each Finance Party, Hedging Bank and each Ancillary Lender (together the **"Beneficiaries"**);

"Company" means Volution Holdings Limited, a limited liability company incorporated in England and Wales under the Act with registered number 4569313;

"Chargor" means each company named in Part IV (*The Chargors*) of this Schedule and (with effect from its accession) each other company which executes a Deed of Accession and Charge (as defined in the Facilities Agreement) and any company which subsequently adopts the obligations of a Chargor;

"Debenture Date" means 17 December 2004;

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments;

"Facilities Agreement" means the facilities agreement dated 15 December 2004 between the Company, the companies listed as Original Borrowers, the companies listed as Original Guarantors and Lloyds TSB Bank plc (as Mandated Lead Arranger, Agent and Security Agent) and the financial institutions listed as Original Lenders;

"Finance Document" means the Facilities Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, the Security Documents, the Hedging Documents, the Intercreditor Deed, any Transfer Certificate or undertaking delivered pursuant to Clause

25 (*Changes to the Lenders*) of the Facilities Agreement, and any other document designated as such by the Agent and the Company (as each such term is defined in the Facilities Agreement);

"Finance Party" means the Agent, the Security Agent, the Mandated Lead Arranger, the Bookrunner or a Lender (each term as defined in the Facilities Agreement);

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*);

"Group" means the Company and its Subsidiaries (as defined in the Facilities Agreement) for the time being;

"Hedging Bank" has the meaning given to it in the Intercreditor Deed;

"Hedging Document" has the meaning given to it in the Intercreditor Deed;

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or, (to the extent of its interest) in which the Charging Company has an interest at any time;

"Intellectual Property" means all the Charging Company's patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, rights in domain names, copyright and neighbouring rights, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and all other intellectual property rights and, in each case, rights of a similar or corresponding character and any extensions and renewals of, and any applications for, such rights;

"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clause 3.2 (*Fixed security*) (c) (xi) to (xvi) inclusive;

"Intercreditor Deed" means the intercreditor deed dated 15 December 2004 between amongst others, the Company, the other Obligors, the Security Agent, the Agent, the Senior Creditors, the Hedging Banks and the Investors (each term as defined therein);

"Investments" means all shares, stock, debentures, loan stocks, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, SI 2001/544 (as amended)), (whether or not marketable) owned at law or in equity, whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Original Borrower" means Volution Limited, a limited liability company incorporated in England and Wales under the Act with registered number 4569321;

"Permitted Security" has the meaning given to it in the Facilities Agreement;

"Receivables" means all the Charging Company's sums of money receivable by it at the Debenture Date or in the future consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*);

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Charging Company to all or any of the Beneficiaries under each or any of the Finance Documents or the Ancillary Documents, in each case together with:

- (c) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document or Ancillary Document; and
- (d) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or Ancillary Document or the obligations and liabilities imposed under such documents;

"Security" includes any mortgage, charge, pledge, lien, or other security interest securing an obligation of any person or any other agreement or arrangement having a similar effect;

"Security Agent" means Lloyds TSB Bank plc acting as security agent and trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries pursuant to the Finance Documents;

"Security Documents" means the Debenture and any substantial, supplemental or additional security entered into by any member of the Group in favour of the Security Agent;

"Specified Intellectual Property" means the Intellectual Property listed in Part VI (*Specified Intellectual Property*) of this Schedule; and

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time:

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) the Charging Company has deposited the certificates for the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

Part II

Particulars of property mortgaged or charged

1. By assignments by way of security:

- (a) claims against all persons who are now or in the future lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;

- (b) guarantees, warranties and representations given or made by it, and any rights or remedies against all or any of the manufacturers, suppliers or installers of any fixtures at the Debenture Date in the future attached to its Land;
 - (c) rights and claims under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over Land;
 - (d) rights and claims against any builder, contractor or professional adviser engaged in relation to its Land or property development or works, including, without limitation, under any collateral warranty or similar agreement; and
 - (e) rights and claims under any joint venture, partnership or similar arrangement or agreement;
- 2.
- (a) by way of legal mortgage, all Land in England and Wales as described in Part V of this Schedule;
 - (b) by way of legal mortgage, all other Land in England and Wales vested in it at the Debenture Date and not registered at HM Land Registry;
 - (c) by way of fixed charge:
 - (i) all other Land which at the Debenture Date or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it;
 - (iii) all licences at the Debenture Date or in the future held by it to enter upon, use or exploit land;
 - (iv) the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which it is, or may in the future, become entitled;
 - (v) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under provisions (i) - (iv) of Clause 3.2.
 - (vi) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (vii) all Specified Investments which are at the Debenture Date, or in the future become, its property;
 - (viii) all Derivative Rights at the Debenture Date or in the future accruing in respect of its Specified Investments;
 - (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it (including the benefit of all claims arising and all money payable under them);
 - (x) all its goodwill and uncalled capital for the time being;
 - (xi) all Specified Intellectual Property belonging to it;

- (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(x) to (xiv) inclusive of Clause 3.2;
- (xvii) all trade debts at the Debenture Date or in the future owing to it;
- (xviii) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
- (xx) all its rights and claims against third parties, capable of being satisfied by payment of money;
- (xxi) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture; and
- (xxii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3. By way of floating charge:

- (a) all its Assets except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 of Part II of this schedule or charged by any fixed charge referred to in paragraph 2 of Part II of this schedule, including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*); and
- (b) without exception, all its Assets insofar as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any such Asset, and the Charging Company shall not, without

the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business.

Part III

Covenants and Restrictions

1. By Clause 6.1 (*No Derogation*), the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business.
2. By Clause 7 (*Negative Pledge and other restrictions*) the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of the Permitted Security):
 - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.
3. By Clause 10.2 (*Negative covenants*), the Charging Company agreed that without the prior written consent of the Security Agent (such consent not to be unreasonably withheld) it would not (amongst other things):
 - (a) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land, or agree to do so;
 - (b) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to any Land;
 - (c) part with possession of any Land (except on the determination of any lease, tenancy or licence granted to it) or except as expressly permitted by the terms of the Finance Documents; or
 - (d) share the occupation of its Land with any other person or agree to do so.
4. By Clause 11.2 (*Negative covenants*), the Charging Company agreed that it shall not, without the prior written consent of the Security Agent, other than as expressly permitted by the Finance Documents:
 - (a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so, or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights;
 - (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to its Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance;
 - (c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark

which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered; or

- (d) amend the specification or drawings referred to in any granted patents.

Part IV

The Chargers

Name of Chagor	Registered Number	Address for Service and Fax Number
Adaptaflex Limited	01085977	Fleming Way, Crawley, West Sussex RH10 9YX
Anda Products Limited	0169676	Fleming Way, Crawley, West Sussex RH10 9YX
Cable Management Products Limited	00675001	Fleming Way, Crawley, West Sussex RH10 9YX
Elkay Electrical Manufacturing Company Limited	00187153	Fleming Way, Crawley, West Sussex RH10 9YX
Harnessflex Limited	02130654	Fleming Way, Crawley, West Sussex RH10 9YX
Kopex International Limited	426887	Fleming Way, Crawley, West Sussex RH10 9YX
Quartz Limited	02642738	Fleming Way, Crawley, West Sussex RH10 9YX
Roof Units Limited	01000703	Fleming Way, Crawley, West Sussex RH10 9YX
Sifan Systems Limited	0230274	Fleming Way, Crawley, West Sussex RH10 9YX
Torin Holdings Limited	3073143	Fleming Way, Crawley, West Sussex RH10 9YX
Torin Sifan Limited	4569050	Fleming Way, Crawley, West Sussex RH10 9YX
Torin Limited	0152477	Fleming Way, Crawley, West Sussex RH10 9YX
Vent-Axia Limited	00272562	Fleming Way, Crawley, West Sussex RH10 9YX
Vent-Axia Group Limited	01102834	Fleming Way, Crawley, West Sussex RH10 9YX
Volution Limited	4569321	Fleming Way, Crawley, West Sussex RH10 9YX
Volution Holdings Limited	4569313	Fleming Way, Crawley, West Sussex RH10 9YX

Part V

Land mortgaged

Name of Company	County or	Description of Property	Title Number

	London Borough		
Vent-Axia Limited		Unit 3, 4, 5 and 6, Peartree House, Narrowboat Way, Dudley, West Midlands DY2 0NB	WM207242
Vent-Axia Limited		Unit 3, Block 2, Narrowboat Way, Dudley, West Midlands	WM637451
Vent-Axia Limited		Units 3/3A, Block 2, Narrowboat Way, Dudley	WM419980
Vent-Axia Limited		Fleming Way, Crawley, West Sussex RH10 9YX	WSX151290
Torin Limited		Drakes Way, Greenbridge, Swindon, Wiltshire SN3 3JB	WT14378
Adaptaflex Limited		Unit 2, Station Road, Coleshill, Birmingham B46 1HT	WK345555

Part VI

SPECIFIED INTELLECTUAL PROPERTY

Country	Owner	Mark	Class	Application No	Application Date	Renewal Date
Great Britain	Adaptaflex Limited	Adaptaflex AFX	17	1501615	23.05.1992	23.05.2009
Great Britain	Adaptaflex Limited	Adaptaflex AFX	9	1501615	23.05.1992	23.05.2009
Great Britain	Adaptaflex Limited	Adaptaflex Harnessflex	9	1187259	17.12.1982	
Great Britain	Adaptaflex Limited	Adaptaflex Logo	17	1028728		
Great Britain	Adaptaflex Limited	Adaptaflex Logo	9	1028728		
Great Britain	Adaptaflex Limited	Adaptaflex Logo	6	1028728	30.04.1974	
Great Britain	Adaptaflex Limited	Adaptaflex Stayflex	9	1258345	17.01.1986	
Great Britain	Adaptaflex Limited	Adaptaflex Xtraflex	9	1251151	28.09.1985	
Great Britain	Adaptaflex Limited	Adaptaflex Xtraflex	17	1251152	28.09.1985	
Great Britain	Adaptaflex Limited	Adaptalok	17	1384337	25.05.1989	
Great Britain	Adaptaflex Limited	Adaptaring	9	2116182	20.11.1996	20.11.2006
Great Britain	Adaptaflex Limited	Adaptaseal	9	1574788	09.06.1994	
Great Britain	Adaptaflex Limited	Adaptaseal	17	1574783	09.06.1994	

Country	Owner	Mark	Class	Application No.	Application Date	Renewal Date
Great Britain	Adaptaflex Limited	Adaptasteel	6	2025882	04.07.1995	
Great Britain	Adaptaflex Limited	Adaptasteel	9	2025882	04.07.1995	
Great Britain	Adaptaflex Limited	Britespark	17	2022606	02.06.1995	
Great Britain	Adaptaflex Limited	Britespark	6	2022606	02.06.1995	
Great Britain	Adaptaflex Limited	Britespark	9	2022606	02.06.1995	
Great Britain	Adaptaflex Limited	Ecolok	9	1581398	09.08.1994	
Great Britain	Adaptaflex Limited	Ecolok	17	1581398	09.08.1994	
Great Britain	Adaptaflex Limited	Harnessflex	9	2115650	14.11.1996	14.11.2006
Great Britain	Adaptaflex Limited	HX Logo	9	2133427	21.05.1997	21.05.2007
Great Britain	Adaptaflex Limited	Korifit	9	2188640	12.02.1999	12.02.2009
Great Britain	Adaptaflex Limited	Xtraflex	9	2022150	25.05.1995	25.05.2005
Great Britain	Kopex International Limited	Jumboflex	9	2122105	31.01.1997	31.01.2007
Great Britain	Kopex International Limited	Kopex	7	1000395	20.10.1972	
Great Britain	Kopex International Limited	Kopex	11	1001050	02.11.1972	02.11.2007
Great Britain	Kopex International Limited	Kopex	8	1300847	13.02.1987	13.02.2004
Great Britain	Kopex International Limited	Kopex	17	866016	24.06.1964	24.06.2009

Country	Owner	Mark	Class	Application No.	Application Date	Renewal Date
Great Britain	Kopex International Limited	Kopex	16	866017	24.06.1964	
Great Britain	Kopex International Limited	Kopex	6	86601	24.06.1964	
Great Britain	Kopex International Limited	Kopex	9	866019	24.06.1964	
Great Britain	Kopex International Limited	Kopex	9	885521	13.10.1965	13.10.2010
Great Britain	Kopex International Limited	Kopex Copperbend	6	1064998	23.06.1976	28.06.2007
Great Britain	Kopex International Limited	Kopex Pipeslice	8	1300848	13.02.1987	13.02.2008
Great Britain	Kopex International Limited	Kopex Superscreen	9	1410937	13.01.1990	13.01.2007
Great Britain	Kopex International Limited	Pipeslice	8	1576936	01.07.1994	01.07.2011
Great Britain	Kopex International Limited	Pipeslice	8	2185078	23.12.1998	23.12.2008
Great Britain	Kopex International Limited	Screenforce	9	2049159	19.12.1995	19.12.2005
Great Britain	Kopex International Limited	Uni-Tube	6	762788	22.02.1957	22.02.2006
Great Britain	Kopex International Limited	Uni-Tube	17	840562	18.10.1962	18.10.2007
Great Britain	Kopex International Limited	Uni-Tube	9	862290	01.04.1964	01.04.2009
Great Britain	Elkay Electrical Manufacturing Limited	E Device	9	1576862	01.07.1994	01.07.2011
Great Britain	Elkay Electrical Manufacturing Limited	Elkay	9	1576863	01.07.1994	01.07.2011

Country	Owner	Mark	Class	Application No	Application Date	Renewal Date
Great Britain	Elkay Electrical Manufacturing Limited	Elkay Pluglok	9	2160943	14.03.1998	14.03.2008
Great Britain	Elkay Electrical Manufacturing Limited	Pluglok Device	9	2160945	14.03.1998	14.03.2008

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01000703

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th DECEMBER 2004 AND CREATED BY ROOF UNITS LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC (IN ITS CAPACITY AS SECURITY AGENT FOR THE BENEFICIARIES) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 2005.

P. cen



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES