

# THE COMPANIES ACTS 1948 TO 1976

## Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

Please do not  
write in this  
binding margin



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

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For official use

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

Company number

1636831

Name of Company

ADVANCED COMPOSITES (RACING) LIMITED

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

24th February 1983  
GUARANTEE & DEBENTURE

by the Company and

ADVANCED COMPOSITE COMPONENTS LIMITED/ADVANCED COMPOSITE  
MOULDINGS LIMITED/ADVANCED COMPOSITE PANELS LIMITED.

Amount due or owing on the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the  
Company and or all or any of the Companies listed above to the Bank upon any account and  
in any manner whatsoever.

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

BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON, EC3P 3AH

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

COMPANY AND CREDIT  
INFORMATION SERVICES  
BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON, EC3P 3AH

Time critical reference

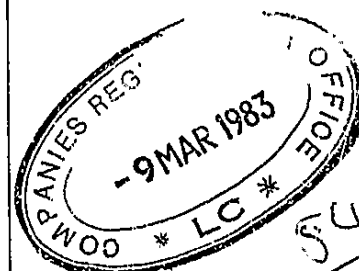
For official use

Mortgage section

REGISTERED

9 MAR 1983

Post room



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

Please do not  
write in this  
binding margin



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

- (a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H.M. Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into its account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged by it and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- (e) by way of first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or *pari passu* with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

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

FOR BARCLAYS BANK PLC

Signed

Date

7 MAR 1983

MANAGER,  
Designation of position in relation to the company: COMPANY AND CREDIT INFORMATION SERVICES



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the **24th February 1983**  
and created by **ADVANCED COMPOSITES (RACING) LIMITED**

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the company ~~to~~ and/or all or any of the other companies named therein to Barclays Bank PLC

on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on the **9th March 1983**

Given under my hand at Cardiff the

11 5 MAR 1983

No. 1636831

Assistant Registrar of Companies

Certificate and instrument received by

Date \_\_\_\_\_

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24 others

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1636831

## ADVANCED COMPOSITES (RACING)

Limited\*

## FURTHER GUARANTEE & DEBENTURE

24th December 1983

by the existing Companies as named in Part II of the First Schedule thereto and ADVANCED COMPOSITES (DEVELOPMENTS) LIMITED supplemental to the principal deed dated 24.2.83

All monies now due or hereafter to become due or from time to time accruing due from the Company\* to the Bank upon any account and in any manner whatsoever.

\*and/or any of the other existing companies and/or  
ADVANCED COMPOSITES (DEVELOPMENTS) LIMITED

All that property, undertaking and assets charged by  
the principal deed and further deed

BARCLAYS BANK  PLC

54, LOMBARD STREET  
LONDON, EC3P 3AH



## COMPANY AND CREDIT INFORMATION SERVICES

BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON, EC3P 3AH

REGISTERED

5 JAN 1984

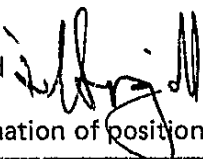
Post room

### Time critical reference

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

[Redacted box]

FOR BARCLAYS BANK [Redacted] PLC

Signed 

Date 30 DEC 1983

Designation of position in relation to the company: MANAGER,  
COMPANY AND CREDIT INFORMATION SERVICES

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write in this  
binding margin



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



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the 24th December 1983  
and created by **ADVANCED COMPOSITES (RACING) LIMITED**

for securing all moneys now due, or hereafter to become due, or from time to  
time accruing due from the company to and/or all or any of the other companies  
named therein to Barclays Bank PLC

on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on the  
5th January 1984

Given under my hand at the Companies Registration Office, Cardiff the 6-9 JAN 1984

No. 1636831

*R. Thomas*  
R. THOMAS  
an authorised officer

Certificate and instrument received by .....

.....  
Date 11 JAN 1984  
.....  
COMPANY & C  
INFORMATION S

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1636831

ADVANCED COMPOSITE TECHNOLOGY LIMITED

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

15th January 1986  
by the Company and

ADVANCED COMPOSITE COMPONENTS LIMITED  
ADVANCED COMPOSITE PANELS LIMITED  
ADVANCED COMPOSITE MATERIALS LIMITED  
ADVANCED COMPOSITE DEVELOPMENTS LIMITED

Amount due or owing on the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company and or all or any of the Companies listed above to the Bank upon any account and in any manner whatsoever.

No.	Date	Description
		Names, addresses and descriptions of the mortgagees or persons entitled to the charge

**BARCLAYS BANK PLC**  
54 LOMBARD STREET  
LONDON, EC3P 3AH

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

COMPANY AND CREDIT  
INFORMATION SERVICES  
BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON, EC3P 3AH

## Mortgage section

REGISTERED

- 5 FEB 1986

Post room

BOMBARDIER REGISTRATION  
 LC  
 - 5 FEB 1986  
 OFFICE

Time critical reference

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

Please do not  
write in this  
binding margin

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

- (a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H.M. Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into its account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged by it and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- (e) by way of first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or *pari passu* with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

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

FOR BARCLAYS BANK PLC

Signed

Date

- 4 FEB 1986

Designation of position in relation to the company: MANAGER,  
COMPANY AND CREDIT INFORMATION SERVICES





## 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 January 1986  
and created by ADVANCED COMPOSITE TECHNOLOGY LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company and/or all or any of the other  
companies named therein to Barclays Bank PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 5th February 1986

Given under my hand at the Companies Registration Office,  
Cardiff the 13 FEB 1986

No. 1636831

*H. A. Jelliman*

H. A. JELLIMAN

an authorised officer

Certificate and instrument received by

.....  
.....

Date

14 FEB 1986  
COMPANY & CREDIT  
REGISTRATION SERVICES

C.68~

### Particulars of a mortgage or charge

# 395

**Pursuant to section 395 Companies Act 1985**

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**Please do not  
write in this  
binding 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**

1636831

Name of Company

\* ADVANCED COMPOSITE TECHNOLOGY LIMITED

**Date of creation of the charge**

14 MAY 1990

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

### Mortgage Debenture

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to National Westminster Bank PLC

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

National Westminster Bank PLC

41 Lothbury

London

Postcode

EC2P 2BP

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

**National Westminster Bank PLC**  
**Securities Section**  
King's Cross House  
200 Pentonville Road  
London N1 9HL

Prescriber's Reference  
and/or telephone number

01-239 8205/6

### Time critical reference

For official use  
Mortgage Section

Post room

# HIGH

1 7 MAY 1990

COMPANIES  
17 MAY 1990  
LC  
HOUSE

$$18/5$$

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Short particulars of all the property mortgaged or charged

(a) A specific equitable charge over the company's estate or interest in all freehold or leasehold properties for the time being belonging to or charged to the Company other than the property hereinafter described and the proceeds of sale thereof.

(b) A specific charge over all stocks shares or other securities in any subsidiary companies or any other company for the time being.

(c) A specific charge over all Book and other Debts for the time being but so that the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of such debts and shall not without the prior consent in writing of the Bank sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon so to do by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank.

(d) A specific charge over its goodwill and the benefit of any licences.

(e) A floating charge over the undertaking and all other property and assets present and future but so that the Company shall not without the Bank's consent create any mortgage or charge ranking in priority to or pari passu with this charge.

(f) A charge by way of legal mortgage over the undermentioned property if any and the proceeds of the sale thereof:

Particulars as to commission allowance or discount

Nil

Per pro

Please see notes below.

National Westminster Bank PLC

King's Cross House

200 Pentonville Road, London N1 9HL

Signed

On behalf of mortgagee

Authorised Signatory

Date

Notes

(a) A description of the instrument, eg 'Trust Deed', 'Mortgage', 'Debenture', etc. as the case may be, should be given.

(b) The rate of interest payable under the terms of the Debentures should not be entered.

Please do not  
write in this  
binding margin



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legibly, preferably  
in black type, or  
bold block letter

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## 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 14th MAY 1990  
and created by ADVANCED COMPOSITE TECHNOLOGY LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to NATIONAL WESTMINSTER BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 17th MAY 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 23rd MAY 1990

No. 1636831

*P. T. Davies*

P. T. DAVIES

an authorised officer

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SC  
23/5

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**M**

COMPANIES FORM No. 403a

**Declaration of satisfaction  
in full or in part  
of mortgage or charge****403a**Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

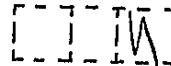
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* Insert full name  
of company

To the Registrar of Companies

For official use

Company number



1636831

Name of company

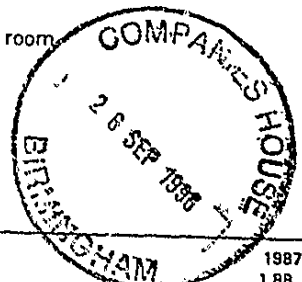
\* ADVANCED COMPOSITE TECHNOLOGY LIMITED

I, Sadruddin Hassanali Datooof 32 The Avenue, Berry Hill, Mansfield, Notts† Delete as  
appropriate[the secretary] [the administrator] [the administrative receiver] of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full] [part]‡ Insert a  
description of the  
instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.Date and Description of charge: 24th December 1983 - Further Guarantee &  
Date of Registrations: 5th January 1984 DebentureName and address of [chargee] Barclays Bank PLC,  
54 Lombard Street, London, EC3P 3AH§ The date of  
registration may  
be confirmed  
from the  
certificateShort particulars of property charged: All that property, undertaking and  
assets charged by the Principal Deed and Further Deed.¶ Insert brief  
details of  
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.Declared at 3/5 Mundy Street,  
Heanor, Derbyshire

Declarant to sign below

the 19th day of September  
one thousand nine hundred and ninety  
before me CharlesA Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresentor's name, address and  
reference (if any):  
Pinsent & Co.,  
Post & Mail House,  
26 Colmore Circus,  
Birmingham,  
B4 6BH.  
Ref: RJ/JKJFor official use  
Mortgage section 60

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies M403a

1987 Edition  
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# M

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

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Pursuant to section 403(1) of the Companies Act 1985

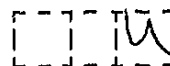
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number



1636831

\* Insert full name  
of company

Name of company

ADVANCED COMPOSITE TECHNOLOGY LIMITED

I, Sadrudin Hassanali Datoo

of 32 The Avenue, Berry Hill, Mansfield, Notts

† Delete as  
appropriate

~~the administrator~~ [the secretary] ~~the administrator~~ ~~the administrative receiver~~ of the above company, do

solemnly and sincerely declare that the debt for which the charge described below was given has been

‡ Insert a  
description of the  
instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.

paid or satisfied in [full] ~~[part]~~

Date and Description of charge 24th February 1983 - Guarantee & Debenture

Date of Registrations 9th March 1983

Name and address of [chargee] ~~trustee for the debenture holders~~ Barclays Bank PLC,  
54 Lombard Street, London, EC3P 3AH

§ The date of  
registration may  
be confirmed  
from the  
certificate

Short particulars of property charged Fixed and floating charges over the  
undertaking and all property and assets present and future

¶ Insert brief  
details of  
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.

Declared at 3/8 Mundy Street,  
Harrow, Derbyshire

Declarant to sign below

the 19th day of September  
one thousand nine hundred and ninety -  
before me [Signature]

*[Signature]*

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths~~

REGISTERED

27 SEP 1990

Presentor's name, address and  
reference (if any):  
Pinsent & Co.,  
Post & Mail House,  
26 Colmore Circus,  
Birmingham,  
B4 6BH.

Ref: RJ/JKJ

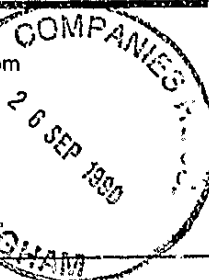
For official use  
Mortgage section

COMPANIES HOUSE

27 SEP 1990

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Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies M403a

1987 Edition  
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# Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

Name of company

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1636831

\* Advanced Composite Technology Limited

Date of creation of the charge

18th February 1992

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

Debenture

Amount secured by the mortgage or charge

69a  
See Schedule 1

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

Derbyshire County Council, County Offices, Matlock,  
Derbyshire

Postcode

DE4 3AG

20/2

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

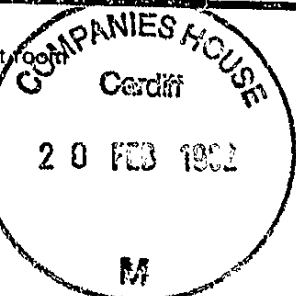
Wragge & Co.,  
Bank House,  
8 Cherry Street,  
Birmingham B2 5JY.  
Ref: 4952/3/PWS/RNLS

For official use  
Mortgage section

REGISTERED

20 FEB 1992

Post



Time critical reference

Short particulars of all the property mortgaged or charged

Please do  
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See Schedule 2

Please con-  
legibly, pr  
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lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Wragg*

Date

19/2/92

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.



SCHEDULE 1

All money and liabilities whether certain or contingent which were at the date of the Debenture or at any time thereafter may be due owing or incurred by the Company to Derbyshire County Council ("the Lender") anywhere or for which the Company may be or become liable to the Lender on any current account or other joint 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 date of payment at a rate of 4% per annum in excess of National Westminster Bank PLC's base rate for the time being unless otherwise agreed in any agreement in writing from time to time between the Company and the Lender whether executed or entered into before or after the execution of the Debenture (a "Loan Agreement") and any legal and other costs charges and expenses incurred by the Lender in relation to the Debenture or in enforcing the security thereby created on a full and unqualified indemnity basis.

## SCHEDULE 2

### FIRST:

The freehold and leasehold property (if any) of the company as at the date of the Debenture and thereafter and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and for this purpose plant and machinery shall be deemed to be fixed:

- (a) if it rests upon any such property and cannot be lifted and removed therefrom without the use of lifting equipment; or
- (b) if it is annexed by any means to any such property and notwithstanding that:
  - (i) it may be removed therefrom without occasioning any material damage thereto;
  - (ii) it would as between a landlord and his tenant constitute a tenant's or trade fixture which (subject to any express term of the tenancy to the contrary) such tenant would be entitled to remove on the termination of the tenancy;
  - (iii) it would as between a vendor and purchaser be a chattel which (subject to any express provision of the contract between them to the contrary) the vendor would be entitled to remove prior to completion;
  - (iv) it was annexed thereto by the company for the purpose of its enjoyment as a chattel; or
- (c) if it has at any time been treated as fixed plant and machinery in any balance sheet of the company.

### SECONDLY:

All book debts both at the date of the Debenture and thereafter due or owing to the company and the benefit of all rights relating thereto and of enforcing payments of the same including (without prejudice to the generality of the foregoing) negotiable instrumental legal and equitable charges reservation of proprietary rights rights of tracing and unpaid vendors liens and similar and associated rights.

### THIRDLY:

All other monetary debts and claims both at the date of the Debenture and thereafter (including choses 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 and of enforcing payment of the same including

(without prejudice to the generality of the foregoing) such rights as are Secondly described aforesaid.

FOURTHLY:

(a) All stocks 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 at the date of the Debenture and thereafter of the company in and from any company which now is or may hereafter 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

(b) the full benefit of all stocks shares and securities (in which the company has any beneficial interest) which or the certificates of which were at the date of the Debenture or at any time thereafter may be lodged with the Lender or held by the Lender or its agent or transferred to or registered in the name of the Lender or its agents or their respective nominees;

(c) all rights in respect of or incidental to the rights and securities referred to in (a) and (b) above ("the Principal Securities"); and

(d) all stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Principal Securities including all dividends interest and other income payable in connection therewith.

FIFTHLY:

The goodwill and the uncalled capital of the company both at the date of the Debenture and thereafter.

SIXTHLY:

The undertaking and all property and assets of the company both at the date of the Debenture and thereafter and the assets First Secondly Thirdly Fourthly and Fifthly described above (if and in so far as the charges thereon or on any part or parts thereof contained in the Debenture may for any reason be ineffective as fixed charges).

The charges created by the Debenture as regard the assets First, Secondly, Thirdly, Fourthly and Fifthly described are fixed charges (and as regards those premises first described constitute a charge by way of legal mortgage thereon) and as to the premises Sixthly described are a floating charge. The floating charge will crystallize and become a fixed charge upon the occurrence of any Event of Insolvency or upon a demand being made and upon such crystallization all rights of the company to deal for any

COUC 175E 0432

purpose whatever with the assets charged by the Debenture forthwith cease. Events of Insolvency are set out in the Third Schedule of the Debenture.

The company may not without the consent in writing of the Lender:

- (i) sell, assign, discount, factor, charge or otherwise dispose of the premises Secondly or Thirdly described or any part thereof save in accordance with clause 13.3.1 of the Debenture or deal with the same in any way otherwise than in accordance with clause 13.3.1 of the Debenture.
- (ii) create or allow to subsist any specific or other mortgage debenture or charge or any lien (save a lien arising by operation of law in the ordinary course of business) upon the assets charged by the Debenture or any part thereof ranking either in priority to or *pari passu* with the charges created by the Debenture.
- (iii) transfer or sell or otherwise dispose of the whole or any material part of the company's undertaking property or assets except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture.

Clause 13.3.1 of the Debenture obliges the company to enforce payment of and realise the assets Secondly and Thirdly described in the ordinary course of its business (which shall not extend to the selling or assigning or in any other way factoring or discounting the same) and pay the proceeds of the enforcement and realisation of such assets in to the company's current account with National Westminster Bank PLC or such other separate account with National Westminster Bank PLC as the Lender may in writing from time to time specify or (subject to the rights of any prior chargee) if so requested by the Lender to the Lender itself.



**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 18th FEBRUARY 1992  
and created by ADVANCED COMPOSITE TECHNOLOGY LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to DERBYSHIRE COUNTY COUCIL

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 20th FEBRUARY 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 25th FEBRUARY 1992

No. 1636831

*N. S. Berkley*

N. S. BERKLEY  
an authorised officer



Please do not  
write in  
this margin

COMPANIES FORM No. 395

395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

\*Insert full name  
of company

To the Registrar of Companies

M377C

For official use Company number

Name of company

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

1636831

\*

Advanced Composite Technology Limited

Date of creation of the charge

18th February 1992

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

Debenture

Amount secured by the mortgage or charge

See Schedule 1

69a.

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

Derbyshire Enterprise Board (Investments) Limited,

95 Sheffield Road, Chesterfield, Derbyshire

Postcode

S41 7JH

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

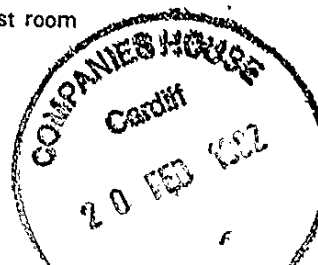
Wragge & Co.,  
Bank House,  
8 Cherry Street,  
Birmingham B2 5JY.  
Ref: 4952/3/PWS/RNLS

For official use  
Mortgage section

REGISTERED

20 FEB 1992

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

See Schedule 2

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*W. J. G. G. G.*

Date

*9/2/92*

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.

## SCHEDULE 1

All money and liabilities whether certain or contingent which were at the date of the Debenture or at any time thereafter may be due owing or incurred by the Company to Derbyshire Enterprise Board (Investments) Limited ("the Lender") anywhere or for which the Company may be or become liable to the Lender on any current account or other joint 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 date of payment at a rate of 4% per annum in excess of National Westminster Bank PLC's base rate for the time being unless otherwise agreed in any agreement in writing from time to time between the Company and the Lender whether executed or entered into before or after the execution of the Debenture (a "Loan Agreement") and any legal and other costs charges and expenses incurred by the Lender in relation to the Debenture or in enforcing the security thereby created on a full and unqualified indemnity basis.



## SCHEDULE 2

### FIRST:

The freehold and leasehold property (if any) of the company as at the date of the Debenture and thereafter and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and for this purpose plant and machinery shall be deemed to be fixed:

(a) if it rests upon any such property and cannot be lifted and removed therefrom without the use of lifting equipment; or

(b) if it is annexed by any means to any such property and notwithstanding that:

(i) it may be removed therefrom without occasioning any material damage thereto;

(ii) it would as between a landlord and his tenant constitute a tenant's or trade fixture which (subject to any express term of the tenancy to the contrary) such tenant would be entitled to remove on the termination of the tenancy;

(iii) it would as between a vendor and purchaser be a chattel which (subject to any express provision of the contract between them to the contrary) the vendor would be entitled to remove prior to completion;

(iv) it was annexed thereto by the company for the purpose of its enjoyment as a chattel; or

(c) if it has at any time been treated as fixed plant and machinery in any balance sheet of the company.

### SECONDLY:

All book debts both at the date of the Debenture and thereafter due or owing to the company and the benefit of all rights relating thereto and of enforcing payments of the same including (without prejudice to the generality of the foregoing) negotiable instrumental legal and equitable charges reservation of proprietary rights rights of tracing and unpaid vendors liens and similar and associated rights.

### THIRDLY:

All other monetary debts and claims both at the date of the Debenture and thereafter (including choses 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 and of enforcing payment of the same including

(without prejudice to the generality of the foregoing) such rights as are Secondly described aforesaid.

FOURTHLY:

(a) All stocks 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 at the date of the Debenture and thereafter of the company in and from any company which now is or may hereafter 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

(b) the full benefit of all stocks shares and securities (in which the company has any beneficial interest) which or the certificates of which were at the date of the Debenture or at any time thereafter may be lodged with the Lender or held by the Lender or its agent or transferred to or registered in the name of the Lender or its agents or their respective nominees;

(c) all rights in respect of or incidental to the rights and securities referred to in (a) and (b) above ("the Principal Securities"); and

(d) all stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Principal Securities including all dividends interest and other income payable in connection therewith.

FIFTHLY:

The goodwill and the uncalled capital of the company both at the date of the Debenture and thereafter.

SIXTHLY:

The undertaking and all property and assets of the company both at the date of the Debenture and thereafter and the assets First Secondly Thirdly Fourthly and Fifthly described above (if and in so far as the charges thereon or on any part or parts thereof contained in the Debenture may for any reason be ineffective as fixed charges).

The charges created by the Debenture as regard the assets First, Secondly, Thirdly, Fourthly and Fifthly described are fixed charges (and as regards those premises first described constitute a charge by way of legal mortgage thereon) and as to the premises Sixthly described are a floating charge. The floating charge will crystallize and become a fixed charge upon the occurrence of any Event of Insolvency or upon a demand being made and upon such crystallization all rights of the company to deal for any

purpose whatever with the assets charged by the Debenture forthwith cease. Events of Insolvency are set out in the Third Schedule of the Debenture.

The company may not without the consent in writing of the Lender:

- (i) sell, assign, discount, factor, charge or otherwise dispose of the premises Secondly or Thirdly described or any part thereof save in accordance with clause 13.3.1 of the Debenture or deal with the same in any way otherwise than in accordance with clause 13.3.1 of the Debenture.
- (ii) create or allow to subsist any specific or other mortgage debenture or charge or any lien (save a lien arising by operation of law in the ordinary course of business) upon the assets charged by the Debenture or any part thereof ranking either in priority to or pari passu with the charges created by the Debenture.
- (iii) transfer or sell or otherwise dispose of the whole or any material part of the company's undertaking property or assets except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture.

Clause 13.3.1 of the Debenture obliges the company to enforce payment of and realise the assets Secondly and Thirdly described in the ordinary course of its business (which shall not extend to the selling or assigning or in any other way factoring or discounting the same) and pay the proceeds of the enforcement and realisation of such assets in to the company's current account with National Westminster Bank PLC or such other separate account with National Westminster Bank PLC as the Lender may in writing from time to time specify or (subject to the rights of any prior chargee) if so requested by the Lender to the Lender itself.

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 18th FEBRUARY 1992  
and created by ADVANCED COMPOSITE TECHNOLOGY LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to DERBYSHIRE ENTERPRISE BOARD  
(INVESTMENTS) LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 20th FEBRUARY 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 25th FEBRUARY 1992

No. 1636831

*N. S. Berkley*

N. S. BERKLEY

an authorised officer

C.69a

# M

COMPANIES FORM No. 403a

# 403a

## Declaration of satisfaction in full or in part of mortgage or charge

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

3

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

1636831

N

Name of company

Advanced Composite Technology Limited

I, Roger Mark Sloman

of 13 Crabtree Hill, Little Eaton, Derby

† Delete as  
appropriate

‡ Insert a  
description of the  
instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.

§ The date of  
registration may  
be confirmed  
from the  
certificate

¶ Insert brief  
details of  
property

[a director] ~~the secretary~~ ~~the administrator~~ ~~the liquidator~~ of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been

paid or satisfied in [full] ~~[part]~~

Date and Description of charge: 15th January 1986 - Cross Guarantee and Debenture

Date of Registration: 5th February 1986

Name and address of [chargee] ~~[holder of the debenture]~~ Barclays Bank PLC,  
54 Lombard Street, London EC3P 3AH

Short particulars of property charged: Fixed and floating charges over the undertaking  
and all property and assets present and future including goodwill bookdebts  
uncalled capital buildings fixtures fixed plant and machinery  
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the

provisions of the Statutory Declarations Act 1835.

Declared at: Adams Close,  
Heanor, Derbyshire

Declarant to sign below

the 11th day of March  
one thousand nine hundred and ninety two  
before me: J. K. G. [Signature]

R. M. Sloman

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

Presentor's name, address and  
reference (if any):  
Pinsent & Co.,  
Post & Mail House  
26 Colmore Circus  
Birmingham B4 6BH  
Ref: JLE/RJ/CIR

For official use  
Mortgage section

REGISTERED

- 5 MAR 1992

Post Room  
COMPANIES HOUSE  
5 MAR 1992  
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