

# M

CHFP025

Please do not  
write in  
this margin

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)

Name of company

\* PORVAIR PLC (the "Assignor")

Date of creation of the charge

25 FEBRUARY 2002

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

DEED OF ASSIGNMENT OF KEYMAN LIFE POLICIES (the "Deed")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which as at 25 February 2002 or at any time thereafter may be due, owing or incurred in any manner whatsoever to the Bank by any Group Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Bank at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Bank may in the course of their business charge in respect of any facilities or accommodation or service provided by the Bank or for keeping any Group Company's account ("Secured Obligations")

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

BARCLAYS BANK PLC of 54 Lombard Street, London EC3P 3AH ("the Bank")

Postcode

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

DLA  
3 Noble Street  
London EC2V 7EE

KLH/jxr/banking

hugginsk\forms395\Porv-key

Time critical reference

For official Use  
Mortgage Section

Post room



1. ASSIGNMENT

The Assignor assigned and agreed to assign with full title guarantee to the Bank the Policies and all monies including bonuses accrued or which may at any time after 25 February 2002 accrue which shall become payable under them and the benefit of all powers and remedies for enforcing the same absolutely as a continuing security to the Bank for the payment or discharge by the Assignor on demand of the Secured Obligations subject only to the proviso for redemption contained in clause 4 of the Deed.

continued on continuation sheet 1, page 4

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)

N/A

Signed

*DA*

Date 27/2/02

On behalf of ~~company~~ [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 CF4 3UZ

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

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

CHFP025

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

Company Number

1661935

Name of Company

PORVAIR PLC (the "Assignor")

~~limited~~

\* delete if  
inappropriate

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

NOTE.

In this form:-

"Facilities Agreement" means the facilities agreement dated 26 March 2001 between (1) the Assignor, Porvair Technology Limited (2) the Companies named in schedule 6 thereto and (3) the Bank;

"Group" means at any time the Assignor and its Subsidiaries (as more particularly defined in the Facilities Agreement) at such time (each a "Group Company");

"Insurer" shall mean the company or office issuing or directed by the Bank to issue the Policies or any new or substituted policy charged or intended to be charged under the provisions of the Deed;

"Policies" means the policies of insurance particulars of which are set out in the schedule hereto and shall include any one or more of them.

SCHEDULE

INSURER:	Barclays Life Assurance Company Limited
POLICY NO:	12/16670930/022479
LIFE ASSURED:	Mark Moran
SUM ASSURED:	£500,000
TERM:	5 years

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

Please do not  
write in this  
binding margin

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

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

## 2. ASSIGNOR'S COVENANTS

2.1 the Assignor has not borrowed and will not borrow any monies from the Insurer pursuant to the terms of the Policies;

2.2 the Assignor will when so required by the Bank execute and deliver to the Bank all such deeds and assurances (including the Deed) and do all such things as the Bank may reasonably require, and the Assignor will forthwith (a) deliver to the Insurer notice of the assignment constituted by the Deed substantially and in all material respects in the form of schedule 2 to the Deed together with any fees requested by the Insurer, and (b) use all reasonable endeavours to procure the execution and delivery to the Bank by the Insurer of an acknowledgement of the notice of assignment or such alternative nomination of loss payee form as the insurer may provide.

## 3. FURTHER ASSURANCE

The Assignor undertook from time to time and at all times, whether before or after the security constituted by the Deed shall have become enforceable, insofar as it is lawfully able so to do, and to the extent not inconsistent with the Deed, the Facilities Agreement and the terms of the Policies to execute and do all such assurances and things as the Bank may reasonably require for protecting, preserving or perfecting the security constituted by the Deed or otherwise for enforcing the same or exercising any of the powers, rights, authorities and discretions conferred on the Bank by the Deed and in particular, but without limitation, the Assignor shall execute all transfers, assignments, and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Bank may reasonably think expedient.

## 4. THE BANK'S REMEDIES

The security constituted by the Deed is to be a continuing security and, accordingly, shall not be satisfied, discharged or affected by any intermediate payment or satisfaction of part only of any sum or sums of money owing by the Assignor under the Facilities Agreement and is, subject to the provisions of the Deed, to remain in operation until the Assignor ceases to be under any actual or contingent liability to the Bank notwithstanding termination of the Facilities Agreement.

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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01661935

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF KEYMAN LIFE POLICIES DATED THE 25th FEBRUARY 2002 AND CREATED BY PORVAIR PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th FEBRUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st MARCH 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —