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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A/C 00400074

395

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

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

1669815

Name of company

* F.V.C. Limited (the "Company")

Date of creation of the charge

7 December 2001

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

A supplemental composite guarantee and debenture dated 7 December 2001 between the Company, Doncasters Limited ("**Doncasters**") and the Security Agent (as defined below) (the "**Supplemental Deed**"). The Supplemental Deed is supplemental to a composite guarantee and debenture dated 20 August 2001 made between, amongst others, the Company, Doncasters and the Security Agent (the "**Debenture**").

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

#423589v1

Time critical reference

For official Use
Mortgage Section

Post room

LD4
COMPANIES HOUSE

L296N6PK

0472
18/12/01

Norton Rose

Amount secured by the mortgage or charge

Under the Supplemental Deed the Company has amended and extended the Debenture and created additional charges on substantially the terms of the Debenture. The amount accordingly secured by the Supplemental Deed is as follows:

All monies, obligations and liabilities now or hereafter due, owing or incurred by the Company to the Security Agent (as defined below), to The Royal Bank of Scotland plc ("**RBS**"), as Senior Agent, Senior Lead Arranger, Senior Lead Underwriter, Senior Lender, RCF Ancillary Facilities Bank, Triplex Lloyd Counter Indemnity Bank, Mezzanine Bridge Lead Arranger, Mezzanine Bridge Lead Underwriter, Mezzanine Bridge Lender and Hedge Counterparty, to J.P. Morgan plc ("**JPM**") as Senior Lead Arranger, to JPMorgan Chase Bank (formerly The Chase Manhattan Bank) ("**Chase**") as Senior Lead Underwriter, Senior Lender and Hedge Counterparty, to The Bank of Nova Scotia ("**BNS**") as the Mezzanine Bridge Agent and Hedge Counterparty, to Scotiabank Europe plc ("**Scotia**") as Senior Lead Joint Arranger, Senior Lead Joint Underwriter, Senior Lender, Mezzanine Bridge Lead Arranger, Mezzanine Bridge Lead Underwriter, Mezzanine Bridge Lender and Hedge Counterparty and to the National Westminster Bank plc ("**NatWest**") as RCF Ancillary Facilities Bank, in each case pursuant to the Common Terms Agreement, the Senior Facilities Agreement, the Mezzanine Bridge Facility Agreement and the Ancillary Facilities Letter (each as defined below) and all successors in title and all persons to whom any rights, benefits and/or obligations are transferred under the Senior Facilities Agreement, Mezzanine Bridge Facility Agreement or the Common Terms Agreement (together the "**Finance Parties**") or any of them, including, without limitation, all monies, obligations and liabilities due, owing and incurred under or pursuant to:

1. the following documents (together, and each as may from time to time be amended, extended, varied, novated or replaced, the "**Finance Documents**"), namely:
 - (a) a senior facilities agreement dated 20 August 2001 made between, amongst others, RCG Holdings Limited (the "**Parent**"), Doncasters, RBS, JPM, Scotia, Chase and the Security Agent (the "**Senior Facilities Agreement**");
 - (b) a mezzanine bridge facility agreement dated 20 August 2001 made between, amongst others, Leatherbay Limited ("**Leatherbay**"), RBS, Scotia, BNS and the Security Agent (the "**Mezzanine Bridge Facility Agreement**");
 - (c) a common terms agreement dated 20 August 2001 made between, amongst others, Acornplace Limited ("**Acornplace**") Leatherbay, Clovepark Limited, the Parent (together the "**Newcos**"), the Company, Doncasters, RBS, JPM, Chase, Scotia, BNS and the Security Agent as amended by amendment letters dated 6 December and 7 December 2001 (the "**Common Terms Agreement**");
 - (d) a revolving credit facility ancillary facilities letter dated 20 August 2001 made between, amongst others, the Company, Doncasters, RBS and NatWest (the "**Ancillary Facilities Letter**");
 - (e) a senior agency fee letter dated 20 August 2001 made between RBS and the Parent;
 - (f) a mezzanine bridge agency fee letter dated 20 August 2001 made between BNS, the Parent and Leatherbay;
 - (g) any documents evidencing any interest rate hedging or spot or forward foreign

Amount secured by the mortgage or charge

exchange transactions from time to time entered into between Doncasters and/or certain subsidiaries of Doncasters, RBS, Chase, Scotia and BNS or any of them (the "**Hedge Documents**");

(h) any substitution certificate effecting a transfer of all or part of the rights, benefits and/or obligations under the Senior Facilities Agreement, Mezzanine Bridge Facility Agreement and the Common Terms Agreement; and

(i) the following documents (being together and each as may from time to time be amended, extended, varied, novated or replaced, the "**Security Documents**"), namely:

(1) the Supplemental Deed;

(2) the Debenture (as supplemented and amended by the Supplemental Deed and the Supplemental Charge (as defined below));

(3) a composite guarantee and debenture dated 20 August 2001 made between the Newcos and the Security Agent;

(4) a supplemental charge dated 7 December 2001 made between Doncasters Precision Castings-Deritend Limited and the Security Agent (the "**Supplemental Charge**");

(5) a composite guarantee dated 7 December 2001 made between, amongst others, Doncasters, certain subsidiaries of Doncasters and NatWest and any other pooling guarantee agreements in favour of NatWest entered into from time to time by any of Acornplace's subsidiaries from time to time;

(6) a composite guarantee dated 7 December 2001 made between, amongst others, certain subsidiaries of Doncasters and RBS and any other pooling guarantee agreements in favour of RBS entered into from time to time by any of Acornplace's subsidiaries from time to time;

(7) a deed of subordination dated 20 August 2001 made between, amongst others, Acornplace, Leatherbay, Royal Bank Private Equity Limited and the Security Agent;

(8) a guarantee dated 7 December 2001 made Doncasters Precision Castings - Bochum GmbH ("**Bochum**") and the Security Agent;

(9) a German law share pledge dated 7 December 2001 made between Doncasters International Limited, RBS, JPM, Chase, Scotia, BNS, NatWest and the Security Agent over the entire share capital of Bochum;

(10) a German law abstract acknowledgement of indebtedness dated 7 December 2001 made between the Company, Leatherbay and the Security Agent;

(11) a German law global assignment dated 7 December 2001 made between Bochum and the Security Agent;

Amount secured by the mortgage or charge

(12) a German law pledge of bank accounts dated 7 December 2001 made between Bochum, RBS, JPM, Chase, Scotia, BNS, NatWest and the Security Agent;

(13) a German law transfer of assets by way of security dated 7 December 2001 made between Bochum and the Security Agent;

(14) a German law intellectual property rights assignment agreement dated 7 December 2001 made between Bochum and the Security Agent;

(15) a German law land charge and related land charge security agreement dated 7 December 2001 made between Bochum and the Security Agent;

(16) a German law assignment of insurance claims dated 7 December 2001 made between Bochum and the Security Agent;

(17) a New York law guarantee and collateral agreement dated 28 September 2001 made between Doncasters Inc., Doncasters LLC., PED Manufacturing Limited, Ross Catherall US Holdings Inc., Trucast Inc., Certified Alloy Products Inc. and the Security Agent;

(18) an Oregon law governed trust deed dated 13 December 2001 made between PED Manufacturing Limited (as grantor) and Oregon Fidelity National Title Insurance Company (as trustee) in favour of the Security Agent;

(19) two Connecticut law governed property mortgages and charges to be entered into between Doncasters Inc. and the Security Agent; and

(20) all other Encumbrances (as defined below) guarantees, instruments from time to time entered into by any subsidiary of Acornplace by way of guarantee, other assurance and/or security in respect of amounts owed to the Finance Parties under the Finance Documents including without limitation any additional document entered into by any subsidiary of Acornplace pursuant to the Common Terms Agreement;

2. The guarantees and indemnities given by the Company under the Debenture (as supplemented and amended by the Supplemental Deed and the Supplemental Charge) are incorporated by reference to the Supplemental Deed, which therefore, among other things, secure the due performance of all obligations under or pursuant to the Finance Documents to which it is a party, and the payment of all monies when due, the performance of all obligations and the discharge of all liabilities now or hereafter due, owing or incurred to the Finance Parties or any of them by any of the Newcos, Doncasters or any of their respective subsidiaries from time to time, under or pursuant to the Finance Documents; and
3. All other provisions of the Supplemental Deed.

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

The Law Debenture Trust Corporation P.L.C. of Fifth Floor, 100 Wood Street, London EC2V 7EX on its own behalf and on behalf of each of the Finance Parties in its capacity as security agent and trustee for the Finance Parties and includes any such other person as may be appointed as "Security Agent" pursuant to the Common Terms Agreement (the "**Security Agent**").

Short particulars of all the property mortgaged or charged

1. The Supplemental Deed charges the Company's undertaking and all its property, assets, interests and rights present and future (the "**Charged Assets**");
2. The Debenture creates a first legal mortgage over the freehold property known as Land and buildings on the south west and north east sides of Garter Street and on the north west side of Carlisle Street East, Sheffield, South Yorkshire, being registered at HM Land Registry under title numbers SYK160552, SYK160559 and SYK208729;
3. The Supplemental Deed creates first fixed charges (to the extent not the subject of a legal mortgage referred to above) over all of the present and future assets of the Company of the following types:
 - (a) land, interests in land and fixtures (other than heritable property in Scotland);
 - (b) plant, machinery and equipment;
 - (c) stocks, shares, bonds and other securities of any kind;
 - (d) debts and claims;
 - (e) the proceeds of collection of debts and claims and credit balances at banks;
 - (f) the benefit of insurances;
 - (g) goodwill and uncalled capital;
 - (h) intellectual property of all kinds;in each case, together with all associated rights;
4. The Supplemental Deed contains an absolute assignment of all rights title and interest in and to certain keyman insurance policies and any substitute policies together with all monies, benefits and advantages that may become payable or accrue under the policies;
5. The Supplemental Deed creates a floating charge over all other present and future property, assets and rights of the Company (the "**Floating Charge Assets**"), including, without limitation, all property and assets of the Company situated in Scotland;
6. The Debenture contains a covenant by the Company, which applies to the Supplemental Deed, that it will not, without the prior written consent of the Security Agent:
 - (a) create or attempt to create or permit to subsist or arise any Encumbrance (as such term is defined below) (other than as expressly permitted pursuant to the Finance Documents) on or over, or Dispose (as such term is defined below) of, the Debts (as

Short particulars of all the property mortgaged or charged

such term is defined below) or any part thereof or (other than as expressly permitted pursuant to the Finance Documents) release, set-off or compound or deal with the same save as specifically permitted under the terms of the Debenture;

(b) create or attempt to create or permit to subsist in favour of any person other than the Security Agent any Encumbrance on or affecting the Charged Assets or any part thereof (other than as expressly permitted pursuant to the Finance Documents); or

(c) Dispose of the Charged Assets or any part thereof or attempt or agree so to do except for Disposals as expressly permitted pursuant to the Finance Documents;

7. If the Company creates or attempts to create any Encumbrance (other than as expressly permitted pursuant to the Finance Documents) over all or any of the Floating Charge Assets without the prior written consent of the Security Agent or if any person levies or attempts to levy any attachment, distress, execution, sequestration against any of the Floating Charge Assets, the floating charge over the property or assets concerned will automatically without notice be converted into a fixed charge;

8. The Debenture contains a covenant by the Company, which applies to the Supplemental Deed, that notwithstanding anything expressed or implied in the Debenture, without prejudice to paragraph 7 above, the Security Agent shall be entitled at any time after the occurrence of an event of default under the Common Terms Agreement which is continuing by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the assets that are subject to a floating charge into a fixed charge as regards the floating charge assets specified in such notice;

Where,

"Debts" means all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights but excluding any assets subject of a charge as specified in paragraph 3(e) and (f) above;

"Dispose" means the making of any disposals including any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property; and

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment, trust arrangement for the purpose of providing security or other security interest of any kind securing any obligation of any person (including

Short particulars of all the property mortgaged or charged

without limitation title transfer and/or retention arrangements having similar effect).

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

12/12/01

On behalf of mortgagee/chargee

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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01669815

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL COMPOSITE GUARANTEE AND DEBENTURE BETWEEN THE COMPANY, DONCASTERS LIMITED ("DONCASTERS") AND THE SECURITY AGENT (THE "SUPPLEMENTAL DEED"). THE SUPPLEMENTAL DEED IS SUPPLEMENTAL TO A COMPOSITE GUARANTEE AND DEBENTURE DATED 20 AUGUST 2001 MADE BETWEEN, AMONGST OTHERS, THE COMPANY, DONCASTERS AND THE SECURITY AGENT (THE "DEBENTURE") DATED THE 7th DECEMBER 2001 AND CREATED BY F. V. C. LIMITED FOR SECURING ALL MONIES, OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY AGENT (AS DEFINED) AND THE OTHER LENDERS (AS DEFINED) IN EACH CASE PURSUANT TO THE COMMON TERMS AGREEMENT, THE SENIOR FACILITIES AGREEMENT, THE MEZZANINE BRIDGE FACILITY AGREEMENT AND THE ANCILLARY FACILITIES LETTER (EACH AS DEFINED) AND ALL OTHER MONIES, OBLIGATIONS AND LIABILITIES DUE, OWING AND INCURRED UNDER OR PURSUANT TO VARIOUS OTHER DOCUMENTS AND AGREEMENTS (ALL AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Handwritten initials "FCC" in the bottom left corner.