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CHFP041

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 £13 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

For official use

Company number

414736/182

6

02348825

'The Fastener Warehouse Limited (the "Company")

Date of creation of the charge

11 April 2007

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

4

Please see Part 1 of the attached schedule

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

-1

Bank of Scotland, of 565 Fifth Avenue, New York acting as collateral agent for itself and for each of the Lenders (the "Bank")

Postcode Nev

New York 10017

Presenter's name, address and reference (if any)
Osborne Clarke
2 Temple Back East
Temple Quay
Bristol BS1 6EG
SER/0917118

Time critical reference

For official use (02/2006) Mortgage Section

FRIDAY



A55

AT7QLP2C 27/04/2007 COMPANIES HOUSE

COMPANIES HOUSE

COM395/1

Short particulars of all the property mortgaged or charged	_ '
Please see Part 2 of the attached schedule	Please do ^a not , write in this margin
	Please complete legibly, preferably in black type or bold block lettering
	A fee is payable to Companies Hous
Particulars as to commission allowance or discount (note 3)	in respect of each register entry for
Nil	mortgage or charge
Signed Orbone Clarke Date 20 April 2007	(See Note 5)
On behalf of [company] [mortgagee/chargee] †	†Delete as appropriate

Notes

- The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge 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

OVEZ 7 Spa Road London SE16 3QQ

2006 Edition 2 2006

The Fastener Warehouse Limited (Company Number 02348825)

Schedule to Form 395

Part 1: Amount secured by the mortgage or charge

Under clause 2 of the Debenture, the Company as principal debtor and not merely as surety, agreed with the Collateral Agent for itself and on behalf of the Lenders to pay or discharge the Secured Liabilities on the due date in the manner provided in the relevant Loan Document

Under clause 28 of the Debenture, the Company agreed that all costs, charges and expenses properly incurred and all payments made by the Collateral Agent or any Receiver appointed under the Debenture in the lawful exercise of the powers conferred by the Debenture whether or not occasioned by any act, neglect or default of the Company shall carry interest from the date of the same being incurred or becoming payable at the rate per annum specified in Section 2 04(b) (Default interest) of the Financing Agreement and the amount of all such interest thereon and all remuneration payable under the Debenture shall be payable by the Company on demand and shall be an additional charge on the mortgaged property. All such costs, charges, expenses and payments shall be paid and charged as between the Collateral Agent and the Company on a full indemnity basis and not on the basis of a party and party or any other kind of taxation. The remuneration of the Receiver shall be agreed between him and the Collateral Agent.

Part 2: Short particulars of all property mortgaged or charged

Under clause 41 of the Debenture, the Company with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities, by way of fixed charge, charged the following

- all right title estate and other interests of the Company in the property (as set out at Appendix 1 below) together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
- all other freehold and leasehold-property of the Company both present and future not effectively mortgaged under point 1 above, together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
- 3 all Material Plant and Machinery,
- all plant, machinery (not already charged at point 3 above), vehicles, and other equipment now or hereafter owned by the Company (but excluding, for the avoidance of doubt, all stock-in-trade and work-in-progress) together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment,
- the Shares and all other shares and stock in the capital of any companies which as at the date of the Debenture or at any time thereafter is owned by the Company or in which the Company otherwise have an interest (but excluding, for the avoidance of

- doubt, investments quoted on a recognised stock exchange) together in all cases with all rights, including dividends and other distributions, arising in relation thereto
- the benefit of all present and future licences (statutory or otherwise) held in connection with their business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to them in respect thereof,
- 7 the goodwill and the uncalled capital of the Company both present and future,
- 8 the book debts due or owing to the Company both present and future,
- all benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Company or (to the extent of such interest) in which it has an interest, and
- any deposits margins commissions or other rights of the Company to any commodities and any contract or opinion relating thereto (whether present or future) and any guarantee or security relating thereto whether held by or placed or contracted with the Collateral Agent (as agent and trustee aforesaid) or any other person from time to time

The Company with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities, by way of floating charge, charged the following

- the stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future, and
- the undertaking and all other property and assets of the Company both present and future

Under clause 4 2 of the Debenture, subject to the Company's right of redemption pursuant to clause 11, the Company

- with full title guarantee assigned to the Collateral Agent, as agent and trustee, as continuing security for the payment and discharge of the Secured Liabilities all their right, title and interest to and in the Intellectual Property Rights and the Licences to the extent the same is lawfully assignable (and where relevant, is so assignable without the consent of a third party), and
- gave an undertaking to hold upon trust for the Collateral Agent absolutely their entire interest in and to all those Intellectual Property Rights that they own which cannot be assigned by the Company (including where such assignment can only be made with the consent of a third party) together with the entire benefit of such rights including without limitation all proceeds money and other rights and benefits to which the Company is beneficially entitled in respect of the exercise of such Intellectual Property Rights

Under clause 25 of the Debenture, the Company agreed that it shall from time to time execute and do all such assurances and things as the Collateral Agent may require which are necessary to perfect the security constituted by the Debenture including, without prejudice to the foregoing generality, the pledging, endorsement and delivery of any promissory note or other instrument evidencing any book debt, and after the Secured Liabilities shall have become due and payable shall execute and do all such assurances and things as the Collateral Agent may require for facilitating the realisation of the mortgaged property of any part thereof and for exercising all powers, authorities and discretions hereby or by law conferred on the Collateral Agent or the Lenders or any Receiver appointed by the Collateral Agent. The Company irrevocably appointed the Collateral Agent to be the attorney of the Company in the name and on behalf of the Company for so long as an Event of Default (as defined in the Financing Agreement) is continuing without having been remedied or discharged to execute and do assurances and things which the Company ought to execute and do under the Debenture including without prejudice to the generality of the foregoing

- (a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the mortgaged property,
- (b) to receive, endorse and collect any drafts or other instruments and documents, in connection with point (a) above,
- (c) to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the collection of any of the mortgaged property or otherwise to enforce the rights of the Collateral Agent with respect to any of the mortgaged property, and
- (d) to perform the obligations of the Company under the Debenture and generally to use the name of the Company in the exercise of all or any of the powers conferred by the Debenture on the Collateral Agent or the Lenders or any Receiver appointed by the Collateral Agent and the Company expressly authorised the Collateral Agent to delegate all or any of the powers conferred upon it under the Debenture to any Receiver appointed by it or to such other person or persons as it may reasonably think fit

Under clause 32 of the Debenture, the Company agreed that save with the prior written consent of the Collateral Agent, it shall not

- (a) create any Security over all or any part of its present or future revenues or assets except for Security permitted under the Financing Agreement, or
- (b) (disregarding sales of stock in trade at arms length in the ordinary course of business) sell, lease, transfer or otherwise dispose of, by one or more transactions or series of transactions (whether related or not) the whole or any part of its revenues or its assets

Definitions

- "Administrative Agent" means Bank of Scotland in its capacity as administrative agent for itself and each of the Lenders
- "After Acquired Property" has the meaning specified therefor in Section 7.01(o) of the Financing Agreement
- "Agent" means Bank of Scotland in its capacity as both Administrative Agent and Collateral Agent
- "Ancillary Banks" means the Original Ancillary Banks and any Lender which has provided an Ancillary Facility to an Ancillary Borrower
- "Ancillary Borrower" and "Ancillary Borrowers" means any Original Ancillary Borrower or any Loan Party approved from time to time by the Required Lenders as an Ancillary Borrower
- "Ancillary Facilities Agreement" means an agreement in form and substance satisfactory to the Administrative Agent and Ancillary Bank or the Ancillary Banks with any Ancillary Borrower detailing, supplementing, replacing and/or amending the terms of any Ancillary Facilities which are made available to the Ancillary Borrowers under such agreement
- "Ancillary Facility" and "Ancillary Facilities" means any ancillary facility described in Section 2.15 of the Financing Agreement to be made available by an Ancillary Bank to an Ancillary Borrower pursuant to any Ancillary Facilities Agreement in such amounts and on terms approved by the Administrative Agent and the Required Lenders
- "Ancillary Outstandings" means, at any time in respect of any Ancillary Bank, the aggregate amount in Dollars or Dollar Equivalents (as defined in the Financing Agreement) of
- (a) all amounts of principal then outstanding under any overdraft, cheque drawing or other working capital or current account facilities,
- (b) maximum face amount (excluding amounts stated to be in respect of interest) of all guarantees or bonds then outstanding under any guarantee or bond facilities, and
- (c) any other facility or financial accommodation, such other amount as the relevant Ancillary Bank (acting reasonably and in consultation with the Administrative Agent and the Borrowers) may determine fairly represents the aggregate exposure at such time of that Ancillary Bank,

in each case made available under the relevant Ancillary Facility

- "Collateral Agent" means Bank of Scotland in its capacity as collateral agent for itself and each of the Lenders
- "Collateral Agent Advances" has the meaning specified therefor in Section 9 08(a) of the Financing Agreement

- "Commitment" means with respect to each Lender the commitment of such Lender to make Loans to the Borrowers in the amount set forth opposite such Lender's name in Schedule 1.01(A) to the Financing Agreement, as such amount may be terminated or reduced from time to time in accordance with the terms of the Financing Agreement.
- "Control Agreement" means a control agreement, in form and substance reasonably satisfactory to the Collateral Agent among one or more Loan Parties the Collateral Agent and the applicable bank with respect to a deposit account
- "Deemed Disbursement" has the meaning specified therefor in Section 3 06 of the Financing Agreement
- "Domain Names" means those internet domain names whose details are set out in Schedule 5, Part 1 of the Debenture
- "Domestic Borrower" means LS Precision Manufacturing, Inc
- "Domestic Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party formed under the laws of a jurisdiction within the United States to the Agents and the Lenders, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 8 01(f) or Section 8 01(g) of the Financing Agreement. Without limiting the generality of the foregoing, the Domestic Obligations of each Loan Party formed under the laws of a jurisdiction within the United States under the Loan Documents include (A) the obligation to pay principal, interest, charges, expenses, fees, attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (B) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person
- "Effective Date" means the date, on or before June 1, 2007, on which all of the conditions precedent set forth in Section 5 01 of the Financing Agreement are satisfied or waived and the initial Loans are made
- "Facility" means each parcel of real property listed on Schedule 101(B) to the Financing Agreement, including, without limitation, the land on which such facility is located, all buildings and other improvements thereon, all fixtures located at or used in connection with such facility, all whether now or hereafter existing
- "Fee Letter" means that certain Fee Letter dated as of the Effective Date between Administrative Agent and Borrowers pertaining to certain fees payable to Administrative Agent for its own account
- "Financing Agreement" means the financing agreement dated 4 April 2007 and made between (1) LS Precision Manufacturing, Inc and others (as the Borrowers), (2) each Affiliate and/or Subsidiary of the Borrower listed as a Guarantor on the signature pages thereof (each capitalised term having the meaning ascribed to it therein), (3) the financial institutions listed on the signature pages thereof (as the Lenders) and (4) Bank of Scotland (acting in its capacity

as Administrative and Collateral Agent), as such financing agreement is amended and restated varied supplemented novated or replaced from time to time

"Foreign Borrower" means any subsidiary of the Domestic Borrower formed under the law of the United Kingdom and Wales that becomes a party to the Financing Agreement

"Foreign Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party that is a Foreign Borrower or a Foreign Subsidiary to the Agents and the Lenders, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 8 01(f) or (g) of the Financing Agreement. Without limiting the generality of the foregoing, the Foreign Obligations of each Loan Party that is the Foreign Borrower or a Foreign Subsidiary under the Loan Documents include (A) the obligation to pay principal, interest, charges, expenses, fees, attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (B) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person

"Foreign Subsidiary" means any direct or indirect Subsidiary of a Borrower organized under the laws of any jurisdiction outside of the United States

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement

"Intellectual Property Rights" means the Domain Names, Trademarks and Patents and all other licences and patents, (including applications and the rights to apply therefore), copyrights, internet domain names, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to the Company

"LC Obligations" shall mean the aggregate amount (without duplication) of all LC Outstandings, Deemed Disbursements and Reimbursement Obligations

"LC Outstandings" shall mean the aggregate Stated Amount (as reduced from time to time) of all Letters of Credit issued hereunder and outstanding at any point in time

"Lenders" means the lenders from time to time party to the Financing Agreement

"Letter of Credit" shall mean a letter of credit issued pursuant to Section 3 01(a) of the Financing Agreement

"Licences" means all rights under contract of any other commitment or agreement which grant to any person or entity any rights to acquire, produce, finance, release, sell, distribute or otherwise exploit any Intellectual Property Rights including without limitation all rights to receive any sums payable under such contract, commitment or agreement

- "Loan" means a Revolving Loan or a Term Loan
- "Loan Document" means the Financing Agreement any Revolving Note any Term Note, and any Letter of Credit any Ancillary Facilities Agreement, the Fee Letter, the Security Agreement any Control Agreement, any Mortgage, any Overseas Security Document, any Hedging Agreement to which the Administrative Agent or the Administrative Agent's Affiliate is a counterparty and entered into for the purpose of hedging the risk of the fluctuation of interest rates in connection with the Financing Agreement, currency values and prices of commodities used in the ordinary course of its business, and any other agreement, instrument, and other document executed and delivered pursuant to the Financing Agreement or thereto or otherwise evidencing or securing any Loan or any other Obligation
- "Loan Party" means any Borrower and any Guarantor as defined in the Financing Agreement
- "Material Plant and Machinery" means the plant and machinery set out at Appendix 3 below
- "Mortgage" means a mortgage (including, without limitation, a leasehold mortgage), deed of trust or deed to secure debt, in form and substance satisfactory to the Collateral Agent, made by a Loan Party with respect to a Facility or an After Acquired Property, as applicable, in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent pursuant to Section 5 01(d), Section 7 01(b), Section 7 01(o) of the Financing Agreement or otherwise, provided that any Mortgage by a Foreign Subsidiary shall only secure the Foreign Obligations
- "Obligations" means, collectively, the Domestic Obligations and the Foreign Obligations
- "Original Ancillary Banks" means the Bank of Scotland in its capacity as a provider of the Ancillary Facilities to the Foreign Borrower Agreement and not in its capacity as Agent and Amegy Bank National Association as provider of the Ancillary Facilities to the Domestic Borrower References to the Lenders in this Agreement and the other Loan Documents (when used to refer to Bank of Scotland or Amegy Bank National Association) shall (without duplication) include such Lender as Original Ancillary Bank
- "Original Ancillary Borrower" shall mean the Foreign Borrower and/or the Domestic Borrower
- "Overseas Security Documents" means the UK Security Documents and any other Security Documents executed and delivered by a Foreign Subsidiary to secure the Foreign Obligations
- "Patents" means those patents whose details are set out in Schedule 5, Part 3 of the Debenture
- "Pro Rata Share" means the percentage obtained by dividing
- (a) with respect to all Loans (i) such Lender's Commitment, by (ii) the Total Commitment, provided, that, if the Total Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Loans (including

Collateral Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Loans (including Collateral Agent Advances).

- (b) with respect to Revolving Loans (1) such Lender's Revolving Loan Commitment, by (11) the Total Revolving Loan Commitment, provided that if the Total Revolving Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans, LC Obligations and Ancillary Outstandings (including Collateral Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans, LC Obligations and Ancillary Outstandings (including Collateral Agent Advances), and
- (c) with respect to Term Loans (i) such Lender's Term Loan Commitment, by (ii) the Total Term Loan Commitment
- "Receiver" means any receiver, receiver and manager or manager appointed pursuant to the Debenture
- "Reimbursement Obligation" has the meaning specified therefor in Section 3 04 of the Financing Agreement
- "Required Lenders" means the Lenders whose Pro Rata Shares aggregate at least 51%
- "Revolving Loan" means a revolving loan made by an Agent or a Lender to a Borrower pursuant to ARTICLE II of the Financing Agreement
- "Revolving Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrowers in the amount set forth opposite such Lender's name in Schedule 101(A) to the Financing Agreement as such amount may be terminated or reduced from time to time in accordance with the terms of the Financing Agreement
- "Revolving Note" shall mean a revolving loan promissory note of the Borrowers substantially in the form of Exhibit H-1 to the Financing Agreement or otherwise identified on the Effective Date as a Revolving Note of the Borrowers, as such note may from time to time be amended, restated, supplemented or otherwise modified
- "Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or as principal debtor, guarantor, surety, or otherwise as the equivalent obligor under the laws of any other jurisdiction) of the Company to the Collateral Agent and the Lenders of the Loan Documents together with
 - (a) any further obligations and liabilities which may be made by any Lender to the Company under any agreement expressed to be supplemental to any of the Loan Documents and all interest, fees, and costs in connection therewith,
 - (b) all costs, charges and expenses properly incurred by the Collateral Agent or any of the Lenders in connection with the protection, preservation or enforcement of its respective rights under the Loan Documents,

- (c) any claim for damages or restitution in the event of recission of any of those obligations or liabilities or otherwise in connection with the Loan Documents
- (d) any claim against the Company flowing from the recovery by the Company of a payment or discharge in respect of any of those obligations or habilities on grounds of preference or otherwise and
- (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings
- "Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
- "Security Agreement" means the Omnibus Pledge and Security Agreement made by each U.S. Loan Party in favor of the Collateral Agent for the benefit of the "Secured Parties" as defined therein, substantially in the form of Exhibit B to the Financing Agreement, securing all of the Obligations and delivered to the Collateral Agent
- "Shares" means the shares set out at Appendix 2 below
- "Term Loan" means a term loan made by an Agent or a Lender to a Borrower pursuant to ARTICLE II of the Financing Agreement
- "Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make Term Loans to the Borrowers in the amount set forth opposite such Lender's name in Schedule 1 01(A) to the Financing Agreement
- "Term Note" means a term loan promissory note of the Borrowers substantially in the form of Exhibit H-2 to the Financing Agreement as such note may from time to time be amended, restated, supplemented or otherwise modified
- "Total Commitment" means the sum of the amounts of the Lenders' Commitments
- "Total Term Loan Commitment" means the sum of the amounts of the Term Lenders' Term Loan Commitments
- "Trademarks" means those trademarks whose details are set out in Schedule 5, Part 2 of the Debenture
- "U.K Security Documents" means the Debenture, and any other agreement, instrument, and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation executed by the applicable Loan Parties

(Part 1)

Details of Freehold Properties

Registered Owner	Property Description	The Land Registry Title Number(s)
LWD Precision Engineering Limited	The freehold property known as 167/169 Elland Road, Leeds	Registered at The Land Registry under title numbers WYK206897, WYK223209, and WYK841244

(Part 2) Details of Leasehold Properties

Registered Owner	Property Description	The Land Registry Title Number	Date of Lease	Parties to Lease	Term
LWD Precision Engineering Limited	Unit 7, Parkside Industrial Estate, Lenton Drive, Leeds	N/A	12/01/06	Siemens Benefits Scheme Ltd (1) LWD Precision Engineering Company Ltd (2)	5 years
Lone Star Grange Limited	Unit 2, Airedale Industrial Estate, Kitson Road, Leeds	WYK835237	1st September 2006	Towngate PLC (1) Grange Gaskets (Bradford) Limited (2)	Until 31 August 2016
Lone Star Grange Limited	Unit 2A and compound, Airedale Industrial Estate, Kitson Road, Leeds	Application to Land Registry pending	16 February 2007	Towngate PLC (1) Lone Star Grange Ltd (2)	Until 31 August 2016
Holbruck Fastners Limited	Unit 2, Buntsford Park, Bromsgrove, Worcestershire	n/a	13 December 2000	GW James and VK Bond (1) and Holbruck Fasteners Limited (2)	10 years from 29 September 1999
Eurofast Petrochemical Supplies Limited	Unit 13 Planetary Industrial Estate, Wednesfield, West Midlands	n/a	13 February 2007	ING PIF (Title Company) UK Limited (1) Eurofast Petrochemical	7 February 2007 - 10 April 2010

		1			
				Supplies Limited (2)	
Eurofast Petrochemical Supplies Limited	Unit 14 Planetary Industrial Estate Wednesfield, West Midlands	n/a	11 April 2003 (lease extension dated 13 February 2007)	Allied Dunbar Assurance plc (1) Eurofast Petrochemical Supplies Limited (2)	10 April 2008 (extension until 10 April 2010)
Eurofast Petrochemical Supplies Limited	Unit 16 Planetary Industrial Estate, Wednesfield, West Midlands	n/a	11 April 2003 (lease extension dated 13 February 2007)	Allied Dunbar Assurance plc (1) Eurofast Petrochemical Supplies Limited (2)	10 April 2008 (extension until 10 April 2010)
Eurofast Petrochemical Supplies Limited	Unit 29 Planetary Industrial Estate, Wednesfield, West Midlands	WM179286 (subject to registration of lease extension)	11 April 2003 (lease extension dated 13 February 2007)	Allied Dunbar Assurance plc (1) Eurofast Petrochemical Supplies Limited (2)	10 April 2008 (extension until 10 April 2010)
Eurofast Petrochemical Supplies Limited	Unit 30 Planetary Industrial Estate, Wednesfield, West Midlands	WM455373 (subject to registration of lease extension)	11 April 2003 (lease extension dated 13 February 2007)	Allied Dunbar Assurance plc (1) Eurofast Petrochemical Supplies Limited (2)	10 April 2008 (extension until 10 April 2010)
PRD Fasteners Limited	Units 11, 12, 13, 14 and 15 Monmer Close, Willenhall, West Midlands	WM901015	20 December 2006	The Albany Finance Company Limited (1) PRD Fasteners Limited (2)	10 years from 24 June 2016
PRD Fasteners Limited	Unit 10 Monmer Close, Willenhall, West Midlands	WM309898	6 December 1983	The Scottish Provident Institution (1) Normanby Plastics Limited (2) Norman James Dyer and Christopher Byford (3)	25 years from 24 June 1983 (periodic tenancy)
PRD Fasteners Limited	Unit 20 Monmer Close, Willenhall, West Midlands	n/a	1 October 1998	Hemmingway Capital Limited (1) Icon Fastners & Fixings Limited (2) Stainless Threaded Fasteners Limited (3)	9 years from 1 October 1998
DB Industrial Fasteners	Unit Q, Gunnels Wood Industrial	n/a	23 March 2007	Universities Superannuation	5 years

Limited	Estate Stevenage			Scheme Limited (1) DB Industrial Fasteners Limited (2)	from 23 March 2007
The Fastener Warehouse Limited	Unit 5 Ambassador Industrial Estate, Airfield Road, Christchurch, Dorset	DT327651	1 October 2001	Mason plc (1) SRB Holdings Limited (2)	15 years from 1 October 2001
Triplefast International Limited	Unit C, Oxford Street Industrial Estate, Bilton	WM901018	7 February 2007	Threadneedle Pensions Limited (1) Triplefast International Limited (2)	10 years from 7 February 2007
Triplefast International Limited	Bay 1, Unit B, Oxford Street Industrial Estate, Bilton	n/a	[]2007	Threadneedle Pensions Limited (1) Triplefast International Limited (2)	10 years from []

Appendix 2 Shares

Shareholder	Shares of which entity (in each case being the entire issued share capital)	Country of registration	
Lone Star Holdings UK Limited	15,000 ordinary shares of £1 each in LWD Precision Engineering Co Limited	England and Wales	
Lone Star Holdings UK Limited	100 ordinary shares of £1 each in Lone Star Grange Limited	England and Wales	
Lone Star Grange Limited	100 ordinary shares of £1 each in Grange Precision Engineering Limited	England and Wales	
PRD Holdings Limited	1,000 A ordinary shares of £1 each and 232 B ordinary shares of £1 each in PRD Fasteners Limited	England and Wales	
PRD Holdings Limited	762 ordinary shares of £1 each and 69 B ordinary shares of £1 each in Eurofast Petrochemical Supplies Limited		
PRD Holdings Limited	10,000 A ordinary shares of £1 each and 256 B ordinary shares of £1 each in Triplefast International Limited	England and Wales	
PRD Holdings Limited	1,000 ordinary shares of £1 each in Triplefast Middle East Limited	, -	
PRD Holdings Limited	10,000 ordinary shares of £1 each and 450,000 redeemable preference shares of £1 each in The Fastener Network Limited	England and Wales	
PRD Fasteners	1 ordinary share of £1 in PRD Powerbolting Supply Limited	England and Wales	
The Fastener Network Limited	90 A ordinary shares of £1 each and 10 B ordinary shares of £1 each in Holbruck Fasteners Limited	England and Wales	

The Fastener Network Limited	933 ordinary shares of £1 each in DB Industrial Fasteners Limited	England and Wales
The Fastener Network Limited	40 ordinary shares of £1 each in The Fastener Warehouse Limited	England and Wales
Triplefast International Limited	1 ordinary share of £1 in Triplefast Overseas Limited	England and Wales

Appendix 3: Material Plant and Machinery

PRD Fast	teners			Gross	Net Value		
Limited				Value			
Number	Asset	Model	Description	ın Pounds	ın Pounds	Purchase	Company
	Class					Date	
1	Plant &	n/a	Gamel Press 1702			Nov-96	PRD
	Machine			126,256 26	-		Fasteners
	ry						Limited
2	Plant &	n/a	BSA Churchill Series 4			Feb-05	PRD
	Machine		CNC Lathe	78,825 00	57,148 18		Fasteners
_	ry						Limited
3	Plant &	n/a	Victor CNC 102B	70.050.00		Nov-03	PRD
	Machine			72,850 00	39,156 69		Fasteners
•	ry		V 1 0NO M/- 00/405			0 04	Limited
4	Plant &	n/a	Victor CNC M/c 36/125	60 000 00	44.000.50	Sep-01	PRD
	Machine			69,000 00	14,662 50		Fasteners
5	ry Plant &	n/a	Victor CNC Lathe			Mar-97	Limited PRD
3	Machine	II/a	26/110	68,103 00		iviai-97	Fasteners
	ry		20/110	00,105 00	•		Limited
6	Plant &	n/a	Victor V Turn II 26/110			Aug-05	PRD
J	Machine	1170	CNC Controlled Slant	67,750 00	54,199 92	/ lug oo	Fasteners
	гу		Bed Lathe	0.,.00 00	0 1,100 02		Limited
7	Plant &	n/a	Etchells Twin Saddle			Oct-03	PRD
·	Machine		Bolt Press	64,750 00	33,993 56		Fasteners
	ry			,	•		Limited
8	Ýlant &	n/a	Victor Model V Turn			Mar-01	PRD
	Machine		20/60 CV	61,558 75	8,464 54		Fasteners
	ry						Limited
9	Plant &	n/a	Victor Model V Centre			Feb-01	PRD
	Machine		80/G	60,495 00	7,561 76		Fasteners
	ry						Limited
10	Plant &	n/a	Newel Rocket Launch			Feb-05	PRD
	Machine		Forge (Comm May	56,000 00	42,700 00		Fasteners
	ry		2005)				Limited

PRD Fixed Assets -Values as of November 2006

Eurofast				Gross Value	Net Value		
Number	Asset Class	Model	Description	ın Pounds	in Pounds	Purchase Date	Сотрапу
1	n/a	n/a	CNC Machine			Jul-05	Eurofast
_				71,000 00	67,450 00		
2	n/a	n/a	Victor Lathe	00 000 00	45 505 00	Nov-01	Eurofast
	-1-	1	NVT26CV	66,000 00	15,585 00	N=04	T
3	n/a	n/a	Victor CNC Lathe	50.045.00	14.040.00	Nov-01	Eurofast
4	n/a	nlo	Throad Polling	59,015 00	14,016 00	Oct-04	Eurofast
4	II/a	n/a	Thread Rolling Machine & Infeed	29,490 00	18,379 00	OCI-04	Eurorast
			Unit	29,490 00	10,579 00		
5	n/a	n/a	Atlet Senior Sit on		_	Feb-97	Eurofast
Ŭ	1,,0	.,, 4	Stacker	21,000 00		. 00 0.	20.0,00
6	n/a	n/a	Hitachi Bandsaw &	,		Nov-00	Eurofast
			Conveyor	19,750 00	740 00		
7	n/a	n/a	30hp Forklift Truck		-	Mar-98	Eurofast
			•	16,023 50			
8	n/a	n/a	Chamfering			Feb-04	Eurofast
			Machine	15,854 27	8,873 12		
9	n/a	n/a	Saws			Mar-06	Eurofast
				14,800 00	13,135 00		
10	n/a	n/a	Sit On Stacker	10.770.00	E 000 E0	Aug-03	Eurofast
				10,779 00	5,389 50		

Triplefas				Gross Value	Net Value		
Number	Asset	Model	Description	ın Pounds	ın Pounds	Purchase	Company
	Class					Date	
1	n/a	n/a	Various Fixtures			Various	Triplefast
			and Interior	96,337 52	10,068 87		International
			Improvements				
2	n/a	n/a	Various Computer			Various	Triplefast
			Equipment	26,505 14	1,974 74		International
3	n/a	n/a	Various Office			Various	Triplefast
			Equipment	16,337 10	2,764 85		International
4	n/a	n/a	Chamfering			May-05	Triplefast
			Machine	15,802 00	12,049 12	•	International
5	n/a	n/a	Lift Truck &	•	·	Sep-01	Triplefast
			Charger	7,000 00	1,482 00	•	International
6	n/a	n/a	Bandsaw	,	,	May-05	Triplefast
				5,650 00	3,595 53		International
7	n/a	n/a	Etching Machine		-,	Oct-05	Triplefast
				3,558 00	2,935 28		International

PRD Fixed Assets - Values as of November 2006

Triple Fast	Triplefast Middle Fast			Gross Value	Net Value				Gross Value	Net Value
Num	Asset Class	Model	Description	ın Pounds	In Pounds 6	Purch ase Date	Company		ın Dırham	ın Dirham
	Motor Vehicles	Mercedes	ML-55 AMG Off Roader	28,059 60	8,899 50	n/a	Triplefas Dirham/ t Middle GBP East Exchang e Rate	0 13 96	201,000 00	63,750 00
7	Fixtures & Fittings	Cantilve		22,546 10	19,539 95	n/a	Triplefast Middle East		161,505 00	139,971 00
რ <	Motor Vehicles	Fordexpe	Ford Expedition NRX S7L 5-Door BDM Darbooth Over	16,814 82	13,662 03	e/u	Triplefast Middle East Triplefast Middle		120,450 00	97,865 58
, rv	Machinery Fixtures &	Barrack	Compressor Spraygun Bar Racks 3MTRLong x	15,737 95	6,199 92	n/a	East Triplefast Middle		112,736 00	44,412 00
9	Fittings Fixtures & Fittings	Barack	2880MM Height Double Sided Bar Rack, Single Sided Bar Rack	15,495 60	10,072 14	n/a	East Triplefast Middle East		111,000 00	72,150 00 97,783 60
~ α	Fixtures & Fittings	Barrack	Cantilever Bar Racks Chamfering Machine	14,811 56	8,886 94	n/a	Triplefast Middle East Triplefast Middle		106,100 00	63,660 00
ာ တ	Machinery Plant &	Forklift	Forklift Toyata 3Ton Diesel Model 62-7FD	13,316 16	7,490 34	n/a	East Triplefast Middle		95,388 00	53,655 75
10	Plant & Machinery	Chamfer	Chamfermate Model 04	11,780 43	10,896 89	n/a	Triplefast Middle East		84,387 00	78,057 96

PRD Fixed Assets - Values as of November 2006

Fastener	Network			Gross Value	Net Value		
Number	Asset Class	Model	Description	ın Pounds	ın Pounds	Purchase Date	Company
1	Fixtures & Fittings	n/a	Various Computer Equipment & Software	82,636 95	27,579 93	Various	Fastener Network
2	Plant & Machinery	n/a	Various Office Equipment	6,424 72	5,423 37	Various	Fastener Network
3	Computer Equipment	n/a	Various Fixtures	2,006 90	2,006 90	Various	Fastener Network

DB Indus Fastener				Gross Value	Net Value		
Number	Asset Class	Model	Description	ın Pounds	in Pounds	Purchase Date	Company
1	Computer Equipment	n/a	Various Computer Equipment (Desktop, Laptop, Printers, etc)	23,011 44	13,751 85	Various	DB Industrial Fasteners

Holbrucl Limited	k Fasteners			Gross Value	Net Value		
Numbe r	Asset Class	Model	Description	ın Pounds	ın Pounds	Purchase Date	Company
1	Plant & Machinery	n/a	Anker Automation Optical Sorting Machine	64,640 00	-	n/a	Holbruck Fasteners Limited
2	Fixtures & Fittings	n/a	Racking Link 51	28,250 00	-	n/a	Holbruck Fasteners Limited
3	Computer Equipment	n/a	Part Cost SAP Licenses	16,761 00	10,824 81	n/a	Holbruck Fasteners Limited
4	Plant & Machinery	n/a	Comcount APF 300 Bagmaker	15,000 00	-	n/a	Holbruck Fasteners Limited
5	Plant & Machinery	n/a	Comcount 20c Weighing Machine	12,000 00	-	n/a	Holbruck Fasteners Limited
6	Fixtures & Fittings	n/a	Sundry Equipment	10,132 67	-	n/a	Holbruck Fasteners Limited
7	Plant & Machinery	n/a	Compressed Air Vane Hydrovane 178 Receiver	7,735 50	2,103 18	n/a	Holbruck Fasteners Limited
8	Plant & Machinery	n/a	Model BF530 Bowl Feeder Counter	7,500 00	1,078 16	n/a	Holbruck Fasteners Limited
9	Office Equipment	n/a	Office Desks/Chairs/Cabinet	7,266 27	-	n/a	Holbruck Fasteners Limited
10	Plant & Machinery	n/a	Comcount W22 Bagmaker	7,000 00	2,187 50	n/a	Holbruck Fasteners Limited

Fastenei Limited	r Warehouse			Gross Value	Net Value		
Numbe r	Asset Class	Model	Description	ın Pounds	ın Pounds	Purchase Date	Company
1	Fixtures & Fittings	n/a	Racking/Shel ving	39,694 00	-	Nov-01	Fastener Warehouse Limited
2	Computer Software	n/a	SAP Software	12,000 00	7,500 00	Mar-03	Fastener Warehouse Limited
3	Fixtures & Fittings	n/a	Office Furniture	10,947 00	-	Nov-01	Fastener Warehouse Limited
4	Fixtures & Fittings	n/a	BT Phone System	4,576 00	-	Nov-01	Fastener Warehouse Limited
5	Motor Vehicles	n/a	Forklift Truck	4,545 00	1,104 00	Nov-03	Fastener Warehouse Limited
6	Leasehold Improvements	n/a	CES Office Trunking	3,255 00	2,157 00	Nov-01	Fastener Warehouse Limited
7	Leasehold Improvements	n/a	Epoxy Floor Painting	2,850 00	1,874 00	Nov-01	Fastener Warehouse Limited
8	Fixtures & Fittings	n/a	Rack/Bench Lights	2,688 00	-	Nov-01	Fastener Warehouse Limited
9	Leasehold Improvements	n/a	CES W/House Phase I	2,575 00	1,721 00	n/a	Fastener Warehouse Limited
10	Leasehold Improvements	n/a	Air Conditioning	2,332 00	1,852 00	Jun-04	Fastener Warehouse Limited

LONE STAR GRANGE LIMITED

Asset register as at Precision Engineering Department

Machine	Model	Serial Number	Gross Asset Value	Net Book Value	Compan y	Locatio n
Doosan	Mecatec V850	LRF-1119	16500 0	15400 0	Lone Star Grange Limited	Leeds
HAAS	SI- 30THE	70016	39495	23697	Lone Star Grange Limited	Leeds
HITACHI SEIKI	VM4011	VM42334			Lone Star Grange Limited	Leeds
MORI SEIKI	ZL-2585		75000	2.1500	Lone Star Grange Limited	Leeds
VICTOR	VTURN SERIES No MB- 1203		75000	34500	Lone Star Grange Limited	Leeds
VICTOR	VTURN 86 SERIES No MD				Lone Star Grange Limited	Leeds
MITUTOYO	Co- ordinated Measurin g Machine	8909393			Lone Star Grange Limited	Leeds
NISSAN FORK TR	Fork Truck	CPJO1A 15PV	6900	6555	Lone Star Grange Limited	Leeds

OFFICESER	Telephon	SN297KN	15410	14639	Lone	Leeds
V 7200	e System	35506	13410	5	Star Grange Limited	Lectis
COMPUTE R SYSTEM						
9 of computers CP	Fugitsu Siemens M12W – D1761	YBEM913132 YBEM500164 YBEM913151 YBEM913179 YBEM913131 YKAM010554 YKAM010554 YKAM010550 YTAE00705				
1 of Computers CP	Fugitsu Siemens Scenic Edition	YTAE007713				
7 of Computers TP	Fugitsu Siemens 19" Model L9ZA	YEAJ004512 YEAJ004513 YEAJ004514 YEAJ004518 YEAJ004485 YEAJ004486 YEAJ004487				
1 TFT Computer S	Acer AL 17165	ETL460C01553802D3FP Y11				
1 TFT Computer S	Acer AL 1714	ETL1809138525009DFP O43				
1 TFT Computer	Dell E197FPb	CN-OUY549-46633- 6AD-5KAL				
1 OF Computer	CP Creative					
l of Computer Serv	Dell ECM01	G4THQBI				
1 of Computer	Hewlett Packard	Net Server E45				

*5						
Serv						
1 of Laptop Computer	Dell	93CAL2J			·	
lof DGM TFT Computer	DCM Model L- 1531	998488101				
l of Computer Mon	Samtron					
2 of Printers	HP Laserjet 2015N	CNBW6B9K0W CNBW6B9K0V	6345	5816 2 5	Lone Star Grange Limited	Leeds

LWD Precision Engineering Limited								
Supplier	Description	Supply Date	Original Cost	NBV @ 31 March 2007	Location			
Ward Hi Tech	Doosan S550LG snLNR1062, S700 snLSH1003, S390L snLND1149	12 December 2006	235.000 00	201,708 00	LWD			
Ward Hı Tech	Victor Vturn	17 January 2006	68,000 00	58,366 00	LWD			
Ward Hi Tech	Dah Lih MCV1020CNC Fanuc	01 June 2000	71,300 00	11,289 17	LWD			
	AlphalIA	01 June 2000	68,100 00	17,592 50	LWD			
Datamatch	Alpha 800 plysS 120mm spondle x 2m gap bed snS60006	30 January 2001	76,000 00	27,233 33	LWD			
Mılls	Daewoo 400B CNC Turning Centre	30 July 2001	82,500 00	29,562 50	LWD			
Ward	Dah Lih MCV1020BA	04 January 2002	64,000 00	29,333 33	LWD			
600 Centre	Alpha 800 S	17 July 2002	63,622 00	29,160 08	LWD			
Ward Hi Tech	Dah Lih MCV1450 balance	25 February 2003	83,700 00	46,732 50	LWD			
Mılls	Daewoo 400B balance snPM351199	21 February 2003	72,000 00	40,200 00	LWD			
Victor	Vturn 35/85 Fanuc O1-Ta snD1-1845 12"	30 June 2003	59,000 00	32,941 67	LWD			

	chuck			***************************************	
600Centre	Fanuc Alpha IIB AF & workpan sn P034B1670	21 July 2003	74 300 00	41 484 17	LWD
Ward Hi Tech	Dah Lih MCV1020BA VMC Fanuc OiMC sn3001032699	15 June 2006	61 000 00	52,358 33	LWD





OF A MORTGAGE OR CHARGE

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

COMPANY No 02348825

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th APRIL 2007 AND CREATED BY THE FASTENER WAREHOUSE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND, ACTING AS COLLATERAL AGENT FOR ITSELF AND FOR EACH OF THE LENDERS AND THE LENDERS 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 27th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd MAY 2007





