

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

0015

3088344

Name of company

* Carclo Technical Plastics Limited (the "Company")

Date of creation of the charge

01 September 2004

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

Please see Rider 1

Amount secured by the mortgage or charge

Please see Rider 2

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

Lloyds TSB Bank PLC (as Security Trustee)
25 Gresham Street
London

Postcode EC2V 7HN

Presentor's name address and
reference (if any): *ed. PK*

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London
EC1A 4DD

102826.00144/21121959.1

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

LK002YJ8

0272
15/09/04

Please return via
CH London Counter

CHFP025

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

Insert full name
of Company

Short particulars of all the property mortgaged or charged

Please see Rider 3

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)

Not Applicable

Signed *CMS Cameron McKend*

Date *14/9/06*

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [company] [mortgaged chargee]

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

† delete as
appropriate

Notes

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

Companies House, Crown Way, Cardiff CF14 3UZ

RIDER TO FORM M395

COMPANY: CARCLO TECHNICAL PLASTICS LIMITED
COMPANY NO: 3088344

Rider 1

Description of the instrument creating or evidencing the charge

Debenture dated 01 September 2004 made between CTP Wipac Limited (Company No. 958139) (1), Bruntons Aero Products Limited (Company No. 45894) (2), Carclo Technical Plastics (Slough) Limited (Company No. 315171) (3), CTP Gills Cables Limited (Company No. 346267) (4), Carclo Technical Plastics (Mitcham) Limited (Company No. 1786038) (5), the Company (6), and Lloyds TSB Bank PLC (the "Security Trustee") (7)(the "Debenture")

COMPANY: CARCLO TECHNICAL PLASTICS LIMITED
COMPANY NO: 3088344

Rider 2

Amount Secured by the mortgage or charge

- (A) All present and future indebtedness, monies, obligations and liabilities of the Company and the Other Obligors (as hereinafter defined) to the Finance Parties (including the Security Trustee) under the Debenture and each of the other Finance Documents (as hereinafter defined) in whatever currency denominated whether actual or contingent, present or future and whether owed jointly or severally or as principal or as surety together with the Security Trustee's charges and commission, interest and all expenses (on a full indemnity basis) (including costs, legal costs, charges, expenses and damages sustained or incurred by the Security Trustee or any receiver, receiver and manager or administrative receiver appointed under the Debenture (a **"Receiver"**) at any time in connection with Security Assets (as hereinafter defined) or the Secured Liabilities (as hereinafter defined) or in taking or perfecting the Debenture or in protecting, preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture (including any payments made on the Company's behalf or the Other Obligor's behalf under any term of the Debenture) or otherwise with interest from the date there incurred (the **"Secured Liabilities"**).
- (B) The prompt payment, discharge and performance of the Secured Liabilities (except such obligations as are incurred by each of the Other Obligors as guarantor for the Company) and the payment to the Security Trustee on demand of an amount equal to and/or discharge or performance of such of the Secured Liabilities that shall not have been paid, discharged or performed when due.
- (C) Interest on any amounts due under the foregoing from day to day until full discharge (whether before or after judgement, liquidation, winding-up or administration of the Company) at the Default Rate (as hereinafter defined).
- (D) The amount recoverable under clause 15.2 of the Debenture being the amount of any security granted or payment made to the Security Trustee by the Company or any of the Other Obligors on any discharge which is avoided or must be restored on insolvency, liquidation or otherwise without limitation.
- (E) Together with an indemnity under clause 11.2 of the Debenture in favour of the Security Trustee and any Receiver, delegate or sub-delegate against any failure or delay by the Company or Other Obligor in meeting any obligations under the Debenture (including any arising from any actual or alleged breach by any person of any Environmental Laws (as hereinafter defined) or Environmental Licences (as hereinafter defined)).

COMPANY: CARCLO TECHNICAL PLASTICS LIMITED
COMPANY NO: 3088344

Rider 3

Short particulars of all the property mortgaged or charged

As security for the payment, discharge and performance of all the Secured Liabilities:

1. by way of a first legal mortgage the freehold and long leasehold unless and until the same is Satisfied (as hereinafter defined)) property specified in Schedule 3 of the Mortgage Debenture;
2. by way of first fixed charge all estates or interests in any other freehold or long leasehold property both present and future;
3. by way of first fixed charge:
 - 3.1 any amounts owing to the Company by way of rent, licence fee, service charges, dilapidations, ground rent and rent charge in respect of the Mortgaged Property (as hereinafter defined);
 - 3.2 all fixed and other plant and machinery, computers, vehicles and office equipment owned by the Company and the Company's interest in any such items in the Company's possession (but excluding any of those items to the extent that they are part of the Company's stock in trade);
 - 3.3 the benefit of the Company's rights and interests in and in connection with all Insurances (as hereinafter defined) including all claims, the proceeds of all claims and returns of premium;
 - 3.4 all licences both present and future held by the Company to enter upon or use land and/or to carry on the business carried on on that land and the benefit of all other agreements relating to land to which the Company is or may become a party or be otherwise entitled;
 - 3.5 where any property referred to in paragraph 1 is leasehold, any present or future right or interest conferred upon the Company by virtue of any enfranchising legislation which confers upon a tenant(s) of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954;
 - 3.6 all of the Company's present and future book debts (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
 - 3.7 all of the Company's other debts or monetary claims including all choses in action which may give rise to a debt (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
 - 3.8 all money from time to time deposited with or standing to the credit of any bank account of the Company with any person (including the Security Trustee) or in which the Company

is interested, including any rent deposit given to secure liabilities of or to the Company in relation to land, any retention or similar sum arising out of a construction contract or any other contract (and in each case, any cheque, bill, note, negotiable instrument or other document representing the same) and the Company's Realisation Account;

- 3.9 all Securities and Related Rights (as hereinafter defined);
- 3.10 the Company's present and future uncalled capital;
- 3.11 the Company's present and future goodwill;
- 3.12 the Company's Intellectual Property (as hereinafter defined);
- 3.13 the Company's Other I.P. Rights (as hereinafter defined);
- 3.14 the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with the Company's business or the use of any other Security Asset and the right to recover and receive all compensation which may be payable to the Company in respect of them;
- 3.15 the benefit of any agreements entered into by or of which the Company has the benefit under which credit is provided to any person of any amount;
- 3.16 the benefit of:
 - (a) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement whether entered into with any of the Finance Parties or any other person;
 - (b) all contracts, guarantees, appointments, warranties and other documents to which the Company is a party or in the Company's favour or of which the Company has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises (as hereinafter defined);
 - (c) all of the contracts for the supply of goods and/or services by or to the Company or of which the Company has the benefit, including any contracts of hire or lease of chattels,

including, but not limited to:

- (i) the right to demand and receive all monies whatsoever payable to or for the Company's benefit under or arising from them;
- (ii) all remedies provided for in them or available at law or in equity;
- (iii) the Company's right to compel performance of them; and
- (iv) all other rights, interests and benefits whatsoever accruing to or for the Company's benefit arising from them.

4. A reference in the Debenture to a charge, assignment or mortgage of any asset includes:

- 4.1 the proceeds of sale of any part of that asset;

- 4.2 the benefit of any covenants for title given or entered into by any predecessor in title of each of the Company and the Other Obligors in respect of that asset or any moneys paid or payable in respect of those covenants; and
- 4.3 in respect of the Mortgaged Property, all Premises and fixtures (including trade fixtures and fittings and tenants' fixtures and fittings) on the Mortgaged Property.
5. By way of a first floating charge, all the Company's undertaking and all the Company's other property, assets and rights whatsoever, all the stock in trade of the Company and the property, assets and rights not otherwise effectively mortgaged, charged or assigned by way of first legal or equitable mortgage, first fixed charge or first legal or equitable assignment as referred to in paragraphs 2 and 3 above.
6. NB: The Debenture contains provisions whereby the Company covenants and agrees that it will not:
- 6.1 create or permit to subsist any Security Interest on any Security Asset other than one expressly permitted under the Debenture or with the prior written consent of the Security Trustee; or
- 6.2 sell, transfer, grant, lease, factor, discount or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade (as conducted by the Company as at the date of the Debenture) of any Security Asset which is subject only to the floating charge created under the Debenture; or
- 6.3 enter into any sale or agency agreement, stock financing or other arrangement which has the same economic effect as creating a Security Interest over any Security Assets.

The following terms used in this Companies Form 395 have the meanings set out below:

"Ancillary Facilities": the facilities described in Part B of Schedule 1 as such facilities may from time to time be amended, varied, extended, restated or replaced.

"Ancillary Facilities Agreements": any document creating or relating to the Ancillary Facilities, as such agreements may from time to time be amended, varied, extended, restated or replaced.

"Banks":

- (a) HSBC Bank plc, 8 Canada Square, London, E14 5HQ, Registered No: 00014259,
- (b) The Royal Bank of Scotland plc, 10th Floor, 280 Bishopsgate, London EC2M 4RB, Registered No: SC090312;
- (c) National Westminster Bank plc, 10th Floor, 280 Bishopsgate, London EC2M 4RB, Registered No. 00929027; and
- (d) Lloyds TSB Bank plc, 25 Gresham Street, London, EC2V 7HN, Registered No: 00002065.

"Default Rate": the default rate of interest specified in the Debenture.

"Environment Laws": any and all laws, whether civil, criminal or administrative including European Community or European Union regulations, directives and decisions, statutes and

subordinate legislation; regulations, orders and ordinances; codes of practice, circulars, guidance notes or the like which have the force of law; common law, local laws and bylaws; judgments, notices, orders, decrees, directions, instructions or awards of any person having authority under Environment Laws and/or any court or tribunal having jurisdiction in respect of Environment Laws; applicable to the Company and any of the Other Obligors and/or any business (past, present or future) of the Company and any of the Other Obligors and which have as a purpose or effect the protection of, and/or the mitigation, abatement or prevention of harm or damage to the environment or to property or to any living organisms (including man) and/or the provision of remedies in respect of such harm or damage;

“Environment Licences”: any permit, licence, authorisation, consent, regulation, filing, exemption, approval or the like, made or issued pursuant to or under or required by Environment Laws in relation to the business (past, present or future) of the Company and any of the Other Obligors.

“Finance Documents”: the Facility Agreements, the Security Trust Deed, the Guarantees and the Debenture.

“Guarantees”: the Guarantees described in Schedule 2.

“Facility Agreements”:

- (a) the Term Loan Facility Agreements; and
- (b) the Ancillary Facilities Agreements.

“Finance Parties”: the Security Trustee and the Banks.

“Insurances”: All or any of the contracts and policies of insurance or assurance including (without limitation) life policies or the proceeds thereof together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy or under any new policy effected after 1st September 2004 taken out by the Company or (to the extent of its interest) in which the Company has an interest.

“Intellectual Property”:

- a) all patents, trademarks, service marks, design rights and all other registered or registerable intellectual property rights existing now or at any time during the continuance of the security;
- b) any applications for registerable intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from all these including royalties, fees, profit sharing agreements, income from licences;
- c) all copyrights (including rights in software), source codes, brand names and other similar intellectual property rights;
- d) all physical material owned by the Company in which the intellectual property might be incorporated; and

“Mortgaged Property”: any freehold or leasehold property the subject of the security created by the Debenture.

“Other I.P. Rights”: all know-how, confidential information and trade secrets.

“Other Obligors”: CTP Wipac Limited (Company No. 958139), Bruntons Aero Products Limited (Company No. 45894), Carlo Technical Plastics (Slough) Limited (Company No. 315171), CTP Gills Cables Limited (Company No. 346267), Carlo Technical Plastics (Mitcham) Limited (Company No. 1786038).

“Parent”: Carclo plc, a company registered under the laws of England with registered number 00196249 whose registered office is at Ploughland House, PO Box 14, 62 George Street, Wakefield, West Yorkshire WF1 1DL.

“Premises”: all buildings and erections on or forming part of the Mortgaged Property.

“Realisation Account”: the interest bearing blocked deposit account opened or to be opened by the Company with the Security Trustee.

“Related Rights”: in relation to the Securities (as hereinafter defined) all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

“Securities”: all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by the Company and including all Related Rights and all property and rights of the Company in respect of any account held by or for the Company as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

“Security Assets”: all assets of the Company which are the subject of any security created by the Debenture.

“Security Interest”: any mortgage, charge (fixed or floating), pledge, lien, assignment or hypothecation or any other type of preferential right or arrangement (including set-off, title transfer, title retention and trust arrangements), the economic or commercial effect of which is in the reasonable opinion of the Security Trustee similar to conferring security.

“Security Trust Deed”: the security trust deed dated on or about the date of the Debenture between the Company, the Other Obligors, the Security Trustee and the Banks.

“Term Loan Facility Agreements”: the agreements described in Part A of Schedule 1 as such agreements may from time to time be amended, varied, extended, restated or replaced and secured by the Charges.

Schedule 1

Term Loan Facility Agreements

Part A

Term Loan Facility Agreements

1. HSBC Bank plc

- 1.1 The offer letter from HSBC Bank plc to Carclo plc dated 3 October 2001 (as amended or varied by variation letters dated 11 February 2002, 21 February 2002, 20 March 2003 and 8 December 2003).
- 1.2 The offer letter from HSBC Bank plc to Carclo plc dated 20 October 2000 (as amended or varied by variation letters dated 9 November 2000, 11 February 2002, 21 February 2002, 20 March 2003 and 8 December 2003).

2. Lloyds TSB Bank plc

- 2.1 The Facility Letter from Lloyds TSB Bank plc to the Parent dated 23rd July 1998 as amended by the letters of variation dated 27th January 2000, 16th May 2001, 7th February 2002, 14th February 2003 and 24th March 2003 and the letter of variation dated on or about the dates of the Debenture.

3. The Royal Bank of Scotland plc

- 3.1 Not Applicable

4. National Westminster Bank plc

- 4.1 Medium Term LIBOR Loan Agreement dated on or around 06 July 1998 between National Westminster Bank plc and Carclo Plc (as amended by Supplemental Agreements dated on or around 7 March 2003, 24 April 2003 and 15 January 2004) , and letters dated 28 February 2000, 3 August 2000 and on or around 31 August 2000) (including for the avoidance of doubt the utilisations thereof by way of standby letters of credit issued in favour of Wachovia Bank, N.A. in the initial amounts of \$2.676m and \$4.8m and the related counter-indemnities in favour of National Westminster Bank Plc).

Part B

Ancillary Facilities

5. HSBC Bank plc

- 5.1 Overdraft and ancillary facilities provided to Carclo plc, Carclo Technical Plastics Limited, CTP Alan Limited, Finespark (Horsham) Limited, CTP Precision Tooling Limited and ECC Card Clothing Limited pursuant to an offer letter dated 10 January 2001, (as amended or varied by variation letters dated 28 February 2002, 9 December 2002 and 8 December 2003).

5.2 Facilities for intra-day risk for electronic payments to suppliers totalling £4,515,000.

5.3 Corporate credit card facilities up to £100,000.

5.4 Asset purchase facilities

6. Lloyds TSB Bank plc

6.1 The overdraft and ancillary facilities provided or to be provided pursuant to the letter dated 11 July 2003 from Lloyds TSB Bank to the Parent which sets out the details of the overdraft and ancillary facilities to be provided to the Parent, Birkett Cutmaster Limited, CTP Wipac Limited and Carclo Technical Plastics (Slough) Limited (formerly CTP Coil Limited).

7. The Royal Bank of Scotland plc

7.1 Facilities provided pursuant to a facility letter dated 24 April 2003 in respect of a £400,000 net overdraft in favour of Carclo Plc and Bruntons Aero Products Limited.

7.2 Facilities provided pursuant to a letter agreements dated 20 November 2000 and 23 January 2001, and related counter-indemnity by Bruntons Aero Products Limited in respect of a £100,000 bank guarantee in favour of HM Customs & Excise.

8. National Westminster Bank plc

8.1 Facilities provided pursuant to an Advice of Borrowing Terms dated on or around 24 April 2003 (as renewed from time to time) in respect of on-demand facilities in favour of Carclo Plc, CTP Gills Cables Limited, CTP White Knight Limited, Carclo Technical Plastics (Mitcham) Limited (formerly known as CTP Plasro Limited), Jonas Woodhead Limited, CTP Moulded Gears Limited (formerly known as CTP Davall Limited) and Fairbank Brearly Limited.

8.2 Corporate credit cards facilities up to £500,000.

Schedule 2

Guarantees

1. HSBC Bank plc

- 1.1 A guarantee and indemnity dated 13 October 1999 from CTP Wipac Limited (registered no 958139) in favour of HSBC Bank plc.
- 1.2 A guarantee and indemnity dated 31 July 1998 from CTP Plasro Limited (now called Carclo Technical Plastics (Mitcham) Limited) (registered number 1786038) in favour of HSBC Bank plc.
- 1.3 A guarantee and indemnity dated 31 July 1998 from CTP Gills Cables Limited (registered number 346267) in favour of HSBC Bank plc.
- 1.4 A guarantee and indemnity dated 18 October 2002 from CTP Coil Limited (now called Carclo Technical Plastics (Slough) Limited) (registered number 315171) in favour of HSBC Bank plc.
- 1.5 A cross guarantee and indemnity dated 31 July 1998 from ECC Card Clothing Limited (registered number 117106), Bruntons Aero Products Limited (registered number 45894), Carclo Technical Plastics Limited (registered number 3088344), Carclo plc (registered number 196249), Acre Mills (UK) Ltd (registered number 356992), Station Road (UK) Ltd (registered number 397100) and CTP Silleck Limited (registered number 399720) in favour of HSBC Bank plc.

2. Lloyds TSB Bank plc

- 2.1 A guarantee and indemnity dated 2 October 1998 from Carclo Technical Plastics Limited (registered number 3088344) in favour of Lloyds TSB Bank plc.
- 2.2 A guarantee and indemnity dated 22 September 1999 from CTP Wipac Limited (registered number 958139) in favour of Lloyds TSB Bank plc.
- 2.3 A guarantee and indemnity dated 2 October 1998 from CTP Plasro Limited (now called Carclo Technical Plastics (Mitcham) Limited) (registered number 1786038) in favour of Lloyds TSB Bank plc.
- 2.4 A guarantee and indemnity dated 2 October 1998 from ECC Card Clothing Limited (registered number 117106) in favour of Lloyds TSB Bank plc.
- 2.5 A guarantee and indemnity dated 2 October 1998 from CTP Gills Cables Limited (registered number 346267) in favour of Lloyds TSB Bank plc.
- 2.6 A guarantee and indemnity dated 18 October 2002 CTP Coil Limited (now called Carclo Technical Plastics (Slough) Limited) (registered number 315171) in favour of Lloyds TSB Bank plc.
- 2.7 A guarantee and indemnity dated 2 October 1998 from Bruntons Aero Products Limited (co number 45894) in favour of Lloyds TSB Bank plc.

3. The Royal Bank of Scotland plc

- 3.1 A guarantee and indemnity dated 27 October 1998 from The English Card Clothing Company Limited (now called ECC Card Clothing Company Limited), Joseph Sykes Brothers Limited (now called Acre Mills (UK) Limited), Lee Smith Wires Limited (now called Station Road (UK) Limited), Bruntons Shaw Limited (now called Bruntons Aero Products Limited), CTP Davall Limited (now called CTP Moulded Gears Limited), CTP White Knight Limited, Fairbank Brearley Limited, CTP Silleck Scotland Limited, CTP Davall Scotland Limited (now called CTP Davall Limited), CTP Gills Cables Limited, CTP Plasro Limited (now called Carclo Technical Plastics (Mitcham) Limited), CTP Silleck Davall Limited (now called Carclo Technical Plastics Limited), CTP Silleck Limited and Lee Steel Strip Limited in favour of The Royal Bank of Scotland plc.
- 3.2 An inter-company guarantee dated 3 September 1998 from Carclo Engineering Group Plc (now called Carclo Plc), CTP Davall Scotland (now called CTP Davall Limited), Brunton Shaw Limited (now called Bruntons Aero Products Limited) and CTP Silleck Scotland Limited in favour of The Royal Bank of Scotland plc.
- 3.3 A guarantee and indemnity dated 18 October 1999 from Birkett Cutmaster Limited, CTP Wipac Limited and Francis W Birkett & Sons Limited in favour of The Royal Bank of Scotland plc.
- 3.4 A guarantee and indemnity dated 18 October 2002 from Carclo Technical Plastics Limited (formerly CTP Silleck Davall Limited) in favour of The Royal Bank of Scotland plc.
- 3.5 A guarantee and indemnity dated 18 October 2002 by CTP Coil Limited (now called Carclo Technical Plastics (Slough) Limited) in favour of The Royal Bank of Scotland plc.
4. **National Westminster Bank plc**
 - 4.1 An inter-company guarantee dated 6 July 1998 by Carclo Engineering Group Plc (now called Carclo Plc), Fairbank Brearley Limited, CTP Plasro Limited (now called Carclo Technical Plastics (Mitcham) Limited), CTP Davall Limited (now called CTP Moulded Gears Limited), CTP Gills Cables Limited and CTP White Knight Limited in favour of National Westminster Bank plc.
 - 4.2 A guarantee and indemnity dated 6 July 1998 in favour of National Westminster Bank Plc, from each of the following:
 - 4.2.1 The English Card Clothing Company Limited (now called ECC Card Clothing Limited);
 - 4.2.2 CTP Plasro Limited (now called Carclo Technical Plastics (Mitcham) Limited);
 - 4.2.3 CTP Silleck Davall Limited (now called Carclo Technical Plastics Limited);
 - 4.2.4 Brunton Shaw Limited (now called Bruntons Aero Products Limited);
 - 4.3 A composite guarantee and indemnity dated 6 July 1998 in favour of National Westminster Bank Plc, from each of the following:
 - 4.3.1 CTP Plasro Limited (now called Carclo Technical Plastics (Mitcham) Limited);
and

4.3.2 CTP Gills Cables Limited.

- 4.4 A guarantee and indemnity dated 13 October 1999 from CTP Wipac Limited in favour of National Westminster Bank Plc.
- 4.5 A guarantee dated 18 October 2002 from Carclo Technical Plastics Limited (formerly CTP Silleck Davall Limited) in favour of National Westminster Bank plc.
- 4.6 A guarantee dated 18 October 2002 from CTP Coil Limited (now called Carclo Technical Plastics (Slough) Limited) in favour of National Westminster Bank plc.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03088344

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st SEPTEMBER 2004 AND CREATED BY CARCLO TECHNICAL PLASTICS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND THE OTHER OBLIGORS TO THE FINANCE PARTIES 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 15th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th SEPTEMBER 2004 .

GRH
LIC



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —