

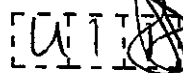
**Particulars of a mortgage or charge**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number



3202446

Name of company

\* BRADITE LIMITED

\*Insert full name  
of company

Date of creation of the charge

4th October 1996

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

Debenture

Amount secured by the mortgage or charge

All monies and liabilities which shall from time to time be due, owing or incurred in whatsoever manner to the Bank of Wales plc ("the Bank") by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and including all interest, discount, commissions, charges, costs and expenses and so that interest shall be calculated at the higher of the rate (or, if more than one, the highest of such rates) previously applicable to the relevant indebtedness or 3% above the base rate for the Bank from time to time and compounded according to the usual practice of the Bank as well after as before any demand or judgment

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

Bank of Wales plc

Kingsway

Cardiff

Postcode

CF1 4YB

Presentor's name, address and  
reference (if any):Slater Heelis  
71 Princess Street,  
Manchester, M2 4HL

W. MCW

For official use  
Mortgage section

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

The Company with full title guarantee to the intent that the security created by the Debenture shall rank as a continuing security for all the moneys and liabilities secured:-

- (i) charges by way of legal mortgage all freehold and leasehold property at the date hereof vested in the Company (including without limitation the property/ies specified in the Schedule hereto) together with all buildings fixtures (including trade fixtures) and all fixed plant and machinery from time to time thereon (the legally mortgaged property);
- (ii) charges by way of fixed charge all freehold and leasehold property vested in the Company at any time in the future during the continuance of this security together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon (the equitably charged property);

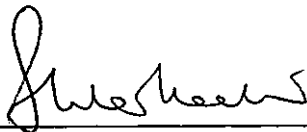
Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

Cont'd ....

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 9th October 1996

On behalf of ~~[company]~~ [mortgagee/chargee]\*

\*Delete as  
appropriate

Notes

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

Page 2

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
margin

Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

3202446

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

Name of company

BRADITE

Limited\*

\*Delete if  
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
margin

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

Please do not  
write in this  
margin

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

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

- (iii) charges by way of fixed charge all stocks, shares or other securities now or at any time during the continuance of this security belonging to the Company in any of its subsidiary companies (within the meaning of Section 736 of the Companies Act 1985) or any other company and all dividends and other rights in relation thereto;
- (iv) charges by way of fixed charge all book debts and other debts now or from time to time due or owing to the Company and all monetary claims of whatsoever nature of the Company against third parties;
- (v) charges by way of fixed charge the benefit of all insurance policies and all rights and monies payable thereunder including the right to prosecute in the name of the Company any claims thereunder;
- (vi) charges by way of fixed charge all plant and machinery now or at any time hereafter owned by the Company (the plant and machinery);
- (vii) charges by way of fixed charge the benefit of all guarantees warranties and other agreements given or made by, and any rights or remedies to which the Company is or at any time hereafter be entitled against, all or any professional advisers and contractors in relation to any of the legally mortgaged property or the equitably charged property and the manufacturers suppliers installers of the plant and machinery and all fixtures fittings equipment tools or other items now or at any time hereafter owned by the Company and any other person under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any of the said buildings or the quality or fitness for use or purpose of such plant machinery fixtures fittings and other items or otherwise and the benefit of all sums recovered in any proceedings against all or any of such persons;
- (viii) charges by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- (ix) charges by way of fixed charge all patents (including applications, improvements, extensions and rights to apply thereof) trademarks, service marks, trading names, brand names, copyrights, designs (whether registered or not) know-how, inventions, confidential information, trade secrets, computer software programs and systems and any other intellectual property rights (including the benefit of any licences or consents relating to any of the above) and all fees and royalties or other rights derived herefrom or incidental thereto to any part of the world; and
- (x) charges by way of floating charge all its undertaking and all its other property, assets and rights whatsoever and wheresoever present and future (save and except the property and assets effectively charged by way of fixed charge or legal mortgage hereunder)

FILE COPY




## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03202446

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th OCTOBER 1996 AND CREATED BY BRADITE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF WALES PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th OCTOBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th OCTOBER 1996.

  
D. JENKINS

for the Registrar of Companies

PSM  
15.10



C O M P A N I E S H O U S E

HC026B