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CHFP025

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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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



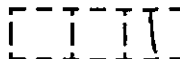
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3926539

Name of company

* New Dynacast (UK) Limited (the "Chargor").

Date of creation of the charge

12th May 2000 (the "Charge Date").

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

Debenture dated 12th May 2000 (the "Debenture") between inter alia, New Dynacast (UK) Limited and Westdeutsche Landesbank Girozentrale, London branch as the Charging Agent (the "Charging Agent").

Amount secured by the mortgage or charge

See Part 2 of the attached Schedule.

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

Westdeutsche Landesbank Girozentrale, London branch
33/36 Gracechurch Street
London

Postcode EC3V 0AX

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

Shearman & Sterling
199 Bishopsgate
London
EC2M3TY

For official Use
Mortgage Section

Post room



Time critical reference
162733.01

Short particulars of all the property mortgaged or charged

As specified in Part 3 of the attached schedule.

NB: The attached schedule includes covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Shearman & Sterling

Date 16 May 2000

On behalf of ~~[company]~~ ~~[mortgagee/chargee]~~ †

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

SCHEDULE TO FORM 395

PART 1

Definitions

In this form 395:

"Cash Collateral Accounts" has the meaning given to it in the Senior Loan Agreement;

"Charged Debts" has the meaning given to it in Clause 8.4(a) (*Collection of Book Debts*) of the Debenture;

"Charged Premises" means the Premises other than the Excluded Properties;

"Charged Property" means all the assets, property, goodwill and undertaking of the Chargors from time to time charged, secured or assigned to the Security Agent pursuant to the terms of this Deed;

"Collection Account" has the meaning given to it in Clause 8.4(a) (*Collection of Book Debts*) of the Debenture;

"Default" means any event which with the giving of notice or the lapse of time or the making of any determination provided for in clause 23.1 (*List of Events*) of the Senior Loan Agreement, will, or could reasonably be expected to, constitute an Event of Default;

"Default Rate" means the rate determined by the Security Agent to be the rate at which deposits in the relevant currency of an amount comparable to the amount in respect of which the rate is being calculated are offered to the Security Agent by prime banks in the London Interbank Market for such periods as the Security Agent shall select, such interest to be compounded at the end of each such period;

"Distribution Rights" means, in relation to an Investment or Subsidiary Share, all dividends, distributions and other income paid or payable on that Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from that Investment or Subsidiary Share (as the case may be) together with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Event of Default" means any of the events specified in clause 23.1 (*List of Events*) of the Senior Loan Agreement;

"Excluded Investments" has the meaning given to it in Clause 3.6(a) (*Investments Subject to Prohibition on Charging*) of the Debenture;

"Excluded Property" has the meaning given to it in Clause 3.5(a) (*Leasehold Interests Containing Prohibition on Charging*) of the Debenture;

"Finance Documents" means the Senior Finance Documents as defined in the Senior Loan Agreement;

"Group " means Dynacast International Limited and its subsidiaries from time to time and **"member of the Group "** or **"Group Company "** means any one of them;

"Indebtedness" means all money and liabilities at the Charge Date or thereafter due, owing or incurred to the Secured Parties (or any of them) by the Obligors under the Finance Documents (or any of them) in any currency or currencies, whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal, guarantor or surety together with all interest accruing thereon and all costs, charges and expenses payable in connection therewith pursuant to any of the Finance Documents;

"Insurances" has the meaning given to it in Clause 3.1(g) (*Fixed Charges*) of the Debenture;

"Intellectual Property Rights" means the Intellectual Property Rights specified in Schedule 6 of the Debenture and all other Intellectual Property Rights owned by members of the Group throughout the world or the interests of any member of the Group in any of the foregoing, together with the benefit of all agreements entered into or the benefit of which is enjoyed by any member of the Group relating to the exploitation of any of the aforementioned rights;

"Intercreditor Deed" means the intercreditor deed dated 15 April, 1999 as amended on 29 July, 1999, between inter alios, Dynacast International Limited (formerly known as Petcin Limited) certain of its subsidiaries, the original senior lenders, the original equity investors, Westdeutsche Landesbank Girozentrale, London branch as agent and security agent;

"Investment" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in Part I of Schedule I to the Financial Services Act 1986 as at the date of the Debenture and, save where the context otherwise requires, the Subsidiary Shares) of the Debenture;

"Majority Senior Creditors" has the meaning given to it in the Intercreditor Deed;

"Material Adverse Effect" has the meaning given to it in the Senior Loan Agreement;

"Planning Acts" means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations made pursuant thereto;

"Premises" means all freehold or leasehold property from time to time owned by any Chargor or in which any Chargor is otherwise interested, including, without limitation, the property specified in Schedule 2 of the Debenture;

"Receiver" means any administrative receiver, receiver and manager or other receivers appointed by the Security Agent pursuant to the Debenture in respect of any Chargor or over all or any of the Charged Property;

"Secured Parties" means the Senior Finance Parties and **"Secured Party"** means any of them;

"Senior Finance Documents" has the meaning given to it in the Senior Loan Agreement;

"Senior Finance Parties" means the Finance Parties, as defined in the Senior Loan Agreement;

"Senior Loan Agreement" means the facility agreement dated 15 April 1999 between, inter alios, the original borrowers and original guarantors, Westdeutsche Landesbank Girozentrale, London branch as arranger, original lender, agent and security agent, as amended and restated pursuant to an amendment agreement dated 29 July 1999 between the original borrowers and original guarantors, Westdeutsche Landesbank Girozentrale, London branch as arranger, original lender, agent and security agent, Westdeutsche Landesbank Girozentrale, London branch and Barclays Bank PLC, London branch as hedging lender and Barclays Bank PLC, London branch as lender;

"Subsidiary Shares" means all shares owned by any Chargor in its Subsidiaries, including, without limitation, all shares specified in Schedule 3 of the Debenture.

PART 2

Amount secured by the mortgage or charge

All money and liabilities at the Charge Date or thereafter due, owing or incurred to the Secured Parties (or any of them) by the Obligors under the Finance Documents (or any of them) in any currency or currencies, whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal, guarantor or surety together with all interest accruing thereon and all costs, charges and expenses payable in connection therewith pursuant to any of the Finance Documents.

PART 3

Short Particulars of all the property mortgaged or charged

1. Under Clause 3.1 of the Debenture, subject to Clause 3.5 (*Leasehold Interests Containing Prohibition on Charging*) of the Debenture, as continuing security for the payment of the Indebtedness, the Chargor charged in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by the Chargor or (to the extent of its legal and beneficial interest therein) in which the Chargor is from time to time interested:-
 - (a) by way of first legal mortgage all the freehold and leasehold property specified in Schedule 2 of the Debenture, together with all buildings and fixtures (including trade fixtures) at any time thereon;
 - (b) by way of first legal mortgage all other freehold and leasehold property (if any), wherever situated, together with all buildings and fixtures (including trade fixtures) at any time thereon;
 - (c) by way of first fixed charge all other interests (not being charged by Clauses 3.1(a) or 3.1(b) of the Debenture) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (d) by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
 - (e) by way of first fixed charge all the Subsidiary Shares (including those listed in Schedule 3 of the Debenture) together with all Distribution Rights from time to time accruing thereto;
 - (f) by way of first fixed charge all Investments (including those listed in Part 2 of Schedule 3 of the Debenture) together with all Distribution Rights from time to time accruing thereto;
 - (g) by way of first fixed charge all rights and interests in and claims under all policies of insurance and all proceeds thereof either at the Charge Date or in the future held by, or written in favour of, the Chargor or in which the Chargor is otherwise interested (the "**Insurances**");
 - (h) by way of first fixed charge all book and other debts, revenues and monetary claims of the Chargor and all rights and claims of the Chargor against third parties and against any security in respect of such debts, revenues or claims;
 - (i) by way of first fixed charge all monies from time to time standing to the credit of any

and all accounts with any bank, financial institution, or other person (including, without limitation, any Cash Collateral Account), to the extent the same are capable of being charged;

- (j) by way of first fixed charge all Intellectual Property Rights;
- (k) by way of first fixed charge its rights, title and interest in all leases, underleases, tenancies, licences, consents, agreements (other than the Insurances) and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and, to the extent the same are capable of being charged (including, without limitation, the right to receive all rents reserved by any such lease and all licence fees payable under any such licence); and
- (l) by way of first fixed charge all the goodwill and uncalled capital of the Chargor.

2. Under Clause 3.2 of the Debenture, subject to Clause 3.5 (*Leasehold Interests Containing Prohibition on Charging*) of the Debenture, as further continuing security for the payment of the Indebtedness, the Chargor charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of first fixed charge pursuant to the provisions of Clause 3.1 (*Fixed Charges*) of the Debenture.

PART 4

Covenants and Restrictions

1. Under Clause 3.3 of the Debenture, it was agreed that the Security Agent may at any time by notice (a "**Conversion Notice**") in writing to the Chargor convert the floating charge created by the Chargor pursuant to Clause 3.2 (*Floating Charge*) of the Debenture into a fixed charge as regards such assets as it shall specify in the notice, if:-

- (a) an Event of Default has occurred and is continuing unremedied and unwaived and the Majority Senior Creditors have instructed the Security Agent to serve such a Conversion Notice on that Chargor; or
- (b) any legal process or execution is being enforced against those assets,

and, in any of the circumstances specified in paragraph (a) or (b) above, by way of further assurance, the Chargor shall promptly execute a valid fixed charge over those assets in such form as the Security Agent shall reasonably require (but, to the extent appropriate, containing terms substantially the same as the Debenture).

2. Under Clause 3.4 of the Debenture, it was agreed that if, after the date of the Debenture, the Chargor creates (or purports to create) any Security Interest not expressly permitted under the Finance Documents on or over any of the Charged Property which is not expressed to be subject to a fixed charge under the Debenture (a "**Floating Charge Asset**") without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution, diligence or other legal process against any Floating Charge Asset, the floating charge created by the Debenture will automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset immediately upon the occurrence of that event.
3. Under Clause 3.5 (a) of the Debenture, it was agreed that until the relevant consent has been obtained, there shall be excluded from the charges created by Clauses 3.1 (*Fixed Charges*) and 3.2 (*Floating*

Charge) of the Debenture (and from the operation of the further assurance provisions set out in Clause 5 (*Further Assurance*) of the Debenture) the following leasehold properties (each an "**Excluded Property**"):-

- (i) the property set out in Part 3 of Schedule 2; and
 - (ii) any other leasehold property not specified in Schedule 2 of the Debenture which is held by the Chargor under a lease the terms of which either preclude absolutely the Chargor from creating any charge over its leasehold interest in that property or require the consent of any third party prior to the creation of that charge, if that consent has not been previously obtained.
4. Under Clause 3.5(b) of the Debenture, with regard to each Excluded Property specified in Schedule 2 of the Debenture, the Chargor to which that Excluded Property is leased undertakes to make application for the consent of the relevant third party to the creation of the charge contained in Clause 3.1 (*Fixed Charges*) of the Debenture (or to be created pursuant to Clause 5 (*Further Assurance*) of the Debenture) within 14 days of the date of the Debenture and to use all reasonable endeavours (not to involve expenditure of money in excess of reasonable professional fees and out-of-pocket expenses) to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations with the relevant third parties.
5. Under Clause 3.5(c) of the Debenture it was agreed that forthwith upon receipt of the relevant third party's consent as aforesaid in paragraph 4 above, the relevant Excluded Property would thereupon stand charged to the Security Agent pursuant to the terms of Clause 3.1 (*Fixed Charges*) of the Debenture. It was agreed that if required by the Security Agent at any time following receipt of that consent, the Chargor will execute a valid legal mortgage of that Excluded Property in such form as the Security Agent shall reasonably require (but, to the extent appropriate, containing terms substantially the same as the Debenture).
6. Under Clause 3.6(a) of the Debenture, it was agreed that until the relevant consent has been obtained, there shall be excluded from the charges created by Clauses 3.1 (*Fixed Charges*) and 3.2 (*Floating Charge*) of the Debenture (and from the operation of the further assurance provisions set out in Clause 5 (*Further Assurance*) of the Debenture) any Investments (other than the Subsidiary Shares) not specified in Schedule 3 of the Debenture which are subject to any shareholders' agreement with any third party the terms of which either preclude absolutely the Chargor from creating any charge over those Investments or require the consent of that third party to the creation of that charge, if that consent has not been previously obtained (each an "**Excluded Investment**").
7. Under Clause 3.6(b) of the Debenture with regard to each Excluded Investment, the Chargor which owns that Excluded Investment undertook to make application for the consent of the relevant third party to the creation of the charge contained in Clause 3.1 (*Fixed Charges*) of the Debenture (or to be created pursuant to Clause 5 (*Further Assurance*) of the Debenture) within 14 days of the date of the Debenture and to use all reasonable endeavours (not to include expenditure of money in excess of reasonable professional fees and out-of-pocket expense) to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations with the relevant third parties.
8. Under Clause 4.1 of the Debenture, it was agreed that this security is to be a continuing security, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by any Obligor or any other person of the whole or any part of the Indebtedness.
9. Under Clause 4.2 of the Debenture, it was agreed that this security is to be in addition and without prejudice to any other security or securities which the Security Agent and/or any other Secured Party may

at the Charge Date or thereafter hold for all or any part of the Indebtedness and this security may be enforced against the Chargor without first having recourse to any other rights of the Security Agent and/or any other Secured Party (as the case may be).

10. Under Clause 5 of the Debenture, it was agreed that:

- (a) the Chargor would, at its own expense, promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Security Agent may reasonably require for perfecting and protecting the security created (or intended to be created) by the Debenture or facilitating the realisation thereof or otherwise for enforcing the same or assisting the Security Agent in exercising any of its rights under the Debenture. In particular, but without limitation, it was agreed that the Chargor would, subject to the provisions of Clause 3.5 (*Leasehold Interests Containing Prohibition on Charging*) of the Debenture:-
 - (i) execute a valid legal mortgage in such form as the Security Agent shall reasonably require of any freehold, feuhold or leasehold property at the Charge Date or in the future belonging to the Chargor which is not hereby effectively charged by way of legal mortgage under the Debenture;
 - (ii) execute a legal assignment in such form as the Security Agent may reasonably require over all or any of the debts, rights, claims and contracts charged under the Debenture, to the extent they are capable of such an assignment;
 - (iii) following conversion of the floating charge created pursuant to Clause 3.2 (*Floating Charge*) of the Debenture into a fixed charge in accordance with the terms of the Debenture, execute a valid fixed charge in such form as the Security Agent may reasonably require over any asset the subject of that floating charge; and
 - (iv) otherwise execute all transfers, conveyances, assignments, assignments, intimations and assurances whatsoever and give all notices, orders, instructions, intimations and directions whatsoever which the Security Agent may reasonably consider necessary.

11. Under Clause 6 of the Debenture, except to the extent permitted by the terms of the Finance Documents, during the continuance of this security the Chargor pledged that it would not, without the prior consent in writing of the Security Agent:-

- (a) create or agree to create or permit to subsist any Security Interest over the whole or any part of the Charged Property; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein (or the right to receive or to be paid the proceeds arising on the disposal of the same) or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

12. Under Clause 8.2(a) of the Debenture, the Chargor undertook not to do or cause or permit to be done anything which could reasonably be expected in any way to depreciate, jeopardise or otherwise prejudice

to a material extent the value to the Security Agent of the security constituted by the Debenture (other than fair wear and tear arising from the use of such security in the ordinary course of the Chargor's business).

13. Under Clause 8.2(d) of the Debenture:-

- (i) the Chargor entering into any lease of any leasehold property or any licence in respect of real property undertook to use all reasonable endeavours to ensure that the relevant lease or licence does not contain (and is not otherwise subject to) terms which:-
 - (A) preclude that Chargor from creating any charge over its interest in that property; or
 - (B) require the consent of any third party prior to the creation of any such charge; or
 - (C) provide for forfeiture of that lease upon the occurrence of any Insolvency Event (as defined in the Intercreditor Deed) in relation to that Chargor;
- (ii) the Chargor undertook not to amend any existing lease of any leasehold property or any licence in respect of real property to incorporate any term described in this sub-paragraph (i)(A), (B) or (C) above;
- (iii) the Chargor undertook not to acquire any Investment subject to any shareholders' agreement with any third party or constitutional documents the terms of which:-
 - (A) preclude the Chargor from creating any charge over that Investment; or
 - (B) require the consent of any third party to the creation of that charge; or
 - (C) grant any discretion to the directors of the company to which that Investment relates to refuse to register any transfer of that Investment by the Chargor; or
 - (D) grant any pre-emption right in favour of any third party in respect of that Investment, other than a pre-emption right providing for payment of the full market value of that Investment by the person in whose favour the pre-emption right is granted,or amend any existing shareholders' agreement or constitutional documents relating to any Investment to incorporate any such terms.

14. Under Clause 8.2(e) of the Debenture the Chargor undertook not to grant a licence over any of its Intellectual Property Rights required in order to carry out its business where this could reasonably be expected to have a material adverse effect.

15. Under Clause 8.5(c)(ii)B, the Chargor undertook not to exercise any voting and other rights and powers attaching to the Subsidiary Shares and the Investments, in a manner prejudicial to the interests of the Security Agent under the Debenture.

16. Under Clause 8.7 of the Debenture the Chargor undertook to promptly deposit with the Security Agent (or as it shall direct):-

- (a) all deeds and documents of title relating to the Charged Premises, other than:-
 - (i) any which may then be located at HM Land Registry or the Stamp Office, in respect of which the Chargor shall provide a direction from its solicitors to HM Land Registry or

the Stamp Office (as the case may be) to forward such deeds and documents to the Security Agent following completion of the subsisting application at HM Land Registry or the Stamp Office (as the case may be); or

- (ii) any which may then be held by the Chargor's or the Vendor's solicitors, in respect of which the Chargor shall provide an undertaking from such solicitors addressed to the Security Agent or its solicitors (or, in the case of any deeds or documents of title held by the Vendor's solicitors, a copy of an undertaking from such solicitors addressed to that Chargor or its solicitors) that those deeds and documents are being held by those *solicitors to the order of the Security Agent or its solicitors (or, in the case of an undertaking from the Vendor's solicitors, to the order of the Chargor);*
 - (b) all stocks and share certificates and other documents of title relating to the Investments charged pursuant to the Debenture and such deeds of transfer in blank and other documents as the Security Agent may from time to time require for perfecting the title of the Security Agent to those Investments (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser; and
 - (c) all policies of insurance for the time being charged pursuant to the Debenture.
17. Under Clause 9 of the Debenture, the Chargor irrevocably and by way of security appointed the Security Agent and every Receiver of the Charged Property or any part thereof appointed thereunder and any person nominated for the purpose by the Security Agent or any Receiver (in writing under hand signed by an officer of the Security Agent or any Receiver) severally as its Attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Debenture or which may be required in the proper exercise of any rights or powers conferred on the Security Agent or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture and the Chargor covenanted with the Security Agent to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid.
18. Under Clause 16.1 of the Debenture it was agreed that this security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice or be affected by any other Security Interest, right of recourse or other right whatsoever, present or future, (or the invalidity thereof) which the Security Agent or any other Secured Party may at the Charge Date or at any time thereafter hold or have (or would apart from this security hold or have) from the Chargor or any other person in respect of the Indebtedness.
19. Under Clause 19 of the Debenture, it was agreed that the Security Agent may delegate, by power of attorney or in any other manner, all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent under the Debenture to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent may think fit. It was agreed that the Security Agent will not be liable or responsible to the Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate, unless the Security Agent was negligent in its delegation to the relevant delegate.
20. Under Clause 21 of the Debenture, it was agreed that:
- (a) each Secured Party may, at any time after an Event of Default has occurred and whilst it is continuing (without notice to the relevant Chargor):-
 - (a) set-off or otherwise apply sums standing to the credit of the Chargor's accounts with that Secured Party (irrespective of the terms applicable to such accounts and whether

or not such sums are then due for repayment to that Secured Party); and

- (b) set-off any other obligations (whether or not then due for performance) owed by that Secured Party to the Chargor,

in or towards satisfaction of the Indebtedness;

- (b) each Secured Party may exercise such rights notwithstanding that the amounts concerned may be expressed in different currencies and the relevant Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it; and
- (c) if the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03926539

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th MAY 2000 AND CREATED BY NEW DYNACAST (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS (AS DEFINED) TO THE SECURED PARTIES (AS DEFINED) UNDER THE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th MAY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th MAY 2000.

P. Paw



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES