

ORIGINAL

We hereby certify that this
is a true and correct copy
of the original

Step 2(c)

Dated 22 October 2001

Hammond Suddards Edge
Hammond Suddards Edge

DATED 30 MARCH 2001

FKI PLC

(1)

and

HAMSARD 2291 LIMITED

(2)

ASSIGNMENT AGREEMENT A



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COMPANIES HOUSE

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30/10/01

Hammond Suddards Edge
2 Park Lane Leeds LS3 1ES DX 26441 Leeds
Telephone +44 (0)113 284 7000 Fax +44 (0)113 284 7001

www.hammondsuddardsedge.com

Reference SGG

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ASSIGNMENT AGREEMENT A

THIS AGREEMENT is made on 30 March 2001

PARTIES

- (1) **FKI PLC** (Company Number 164945) whose registered office is at 15-19 New Fetter Lane, London EC4Y 1LY (the "**Assignor**"); and
- (2) **HAMSARD 2291 LIMITED** (Company Number 4179373) whose registered office is at 15-19 New Fetter Lane, London EC4Y 1LY (the "**Assignee**")

INTRODUCTION:

- (A) The Assignor and Bridon Inc (the "Borrower") entered into a loan agreement dated 29 March 1999 (the "Loan Agreement A") pursuant to the terms of which the Assignor is owed the sum of US\$414,000,000 (the "Loan Receivable A").
- (B) The Assignor wishes to assign the benefit of the Loan Receivable A and the Loan Agreement A to the Assignor pursuant to the terms of the Agreement.

IT IS AGREED:

- 1 Subject to the consent of the Borrower being granted in relation thereto, in consideration of the issue by the Assignee to the Assignor of 414,000,000 ordinary shares of US\$1.00 each, the Assignor with full title guarantee hereby assigns and transfers to the Assignee the benefit of all the Assignor's right, title, benefit and interest in the Loan Receivable A and in and under the Loan Agreement A **TO HOLD** the same unto the Assignee absolutely, free and clear of all mortgages, charges, pledges, liens, trusts, claims and other interests.
- 2 The Assignor shall promptly give the Borrower written notice of this Agreement in the form set out in the Schedule.
- 3 The Assignor agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) all such further documents as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement, and as the Assignee may, from time to time, reasonably request for the purpose of implementing this Agreement.
- 4 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.
- 5 This Agreement shall be governed by, and interpreted in accordance with, English law.

IN WITNESS WHEREOF this Agreement has been duly executed on the first date written above.

SCHEDULE 1

Notice of Assignment

To: Bridon Inc
From: FKI plc (Assignor)
Dated: 30 March 2001

Dear Sirs

We refer to an Assignment Agreement dated 30 March 2001 (the "**Assignment Agreement A**"), a copy of which is attached to this Notice. Terms defined in the Assignment Agreement A have the same meaning in this Notice.

We give notice to you that, pursuant to the Assignment Agreement A, we have, conditional upon your consent being granted, assigned absolutely all our right, title, benefit and interest in the Loan Receivable A and in and under the Loan Agreement A to Hamsard 2291 Limited.

Yours faithfully

.....

for and on behalf of

FKI plc

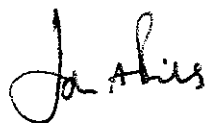
We hereby consent to the assignment of all of the rights, title, benefit and interest in the Loan Receivable A and in and under the Loan Agreement A from the Assignor to the Assignee

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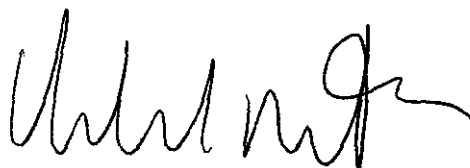
for and on behalf of

Bridon Inc.

SIGNED by J A BILES for and on)
behalf of FKI plc)



SIGNED by M J R PORTER for and)
on behalf of HAMSARD 2291)
LIMITED)



NOTICE OF ASSIGNMENT

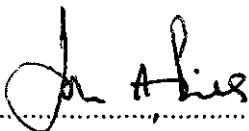
To: Bridon Inc
From: FKI plc (Assignor)
Dated: 30 March 2001

Dear Sirs

We refer to an Assignment Agreement dated 30 March 2001 (the "**Assignment Agreement A**"), a copy of which is attached to this Notice. Terms defined in the Assignment Agreement A have the same meaning in this Notice.

We give notice to you that, pursuant to the Assignment Agreement A, we have, conditional upon your consent being granted, assigned absolutely all our right, title, benefit and interest in the Loan Receivable A and in and under the Loan Agreement A to Hamsard 2291 Limited.

Yours faithfully

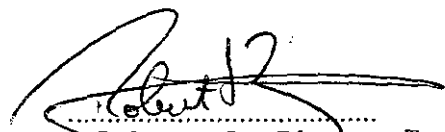


.....

for and on behalf of

FKI plc

We hereby consent to the assignment of all of the rights, title, benefit and interest in the Loan Receivable A and in and under the Loan Agreement A from the Assignor to the Assignee



.....

Robert L. Zittay, Treasurer

for and on behalf of

Bridon Inc.

See also

We hereby certify that this
is a true and correct copy
of the original

Step 2(c)

Dated 22 October 2007

Hammond Suddards Edge
Hammond Suddards Edge

DATED 30 MARCH 2001

FKI PLC (1)

and

HAMSARD 2291 LIMITED (2)

ASSIGNMENT AGREEMENT B

ASSIGNMENT AGREEMENT B

THIS AGREEMENT is made on 30 March 2001

PARTIES

- (1) **FKI PLC** (Company Number 164945) whose registered office is at 15-19 New Fetter Lane, London EC4Y 1LY (the "Assignor"); and
- (2) **HAMSARD 2291 LIMITED** (Company Number 4179373) whose registered office is at 15-19 New Fetter Lane, London EC4Y 1LY (the "Assignee")

INTRODUCTION:

- (A) The Assignor and Bridon Inc (the "Borrower") entered into a loan agreement dated 29 March 1999 (the "Loan Agreement B") pursuant to the terms of which the Assignor is owed the sum of US\$174,998,584 (the "Loan Receivable B").
- (B) The Assignor wishes to assign the benefit of the Loan Receivable B and the Loan Agreement B to the Assignor pursuant to the terms of the Agreement.

IT IS AGREED:

- 1 Subject to the consent of the Borrower being granted in relation thereto, in consideration of the issue by the Assignee to the Assignor of 174,998,584 ordinary shares of US\$1.00 each, the Assignor with full title guarantee hereby assigns and transfers to the Assignee the benefit of all the Assignor's right, title, benefit and interest in the Loan Receivable B and in and under the Loan Agreement B **TO HOLD** the same unto the Assignee absolutely, free and clear of all mortgages, charges, pledges, liens, trusts, claims and other interests.
- 2 The Assignor shall promptly give the Borrower written notice of this Agreement in the form set out in the Schedule.
- 3 The Assignor agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) all such further documents as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement, and as the Assignee may, from time to time, reasonably request for the purpose of implementing this Agreement.
- 4 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.
- 5 This Agreement shall be governed by, and interpreted in accordance with, English law.

IN WITNESS WHEREOF this Agreement has been duly executed on the first date written above.

SCHEDULE 1

Notice of Assignment

To: Bridon Inc
From: FKI plc (Assignor)
Dated: 30 March 2001

Dear Sirs

We refer to an Assignment Agreement dated 30 March 2001 (the "**Assignment Agreement B**"), a copy of which is attached to this Notice. Terms defined in the Assignment Agreement B have the same meaning in this Notice.

We give notice to you that, pursuant to the Assignment Agreement B, we have, conditional upon your consent being granted, assigned absolutely all our right, title, benefit and interest in the Loan Receivable B and in and under the Loan Agreement B to Hamsard 2291 Limited.

Yours faithfully

.....

for and on behalf of

FKI plc

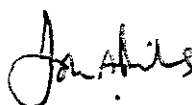
We hereby consent to the assignment of all of the rights, title, benefit and interest in the Loan Receivable B and in and under the Loan Agreement B from the Assignor to the Assignee

.....

for and on behalf of

Bridon Inc.

SIGNED by J A BILES for and on)
behalf of FKI plc)



SIGNED by M J R PORTER for and)
on behalf of HAMSARD 2291)
LIMITED)



NOTICE OF ASSIGNMENT

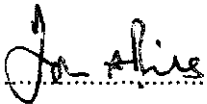
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From: FKI plc (Assignor)
Dated: 30 March 2001

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We give notice to you that, pursuant to the Assignment Agreement B, we have, conditional upon your consent being granted, assigned absolutely all our right, title, benefit and interest in the Loan Receivable B and in and under the Loan Agreement B to Hamsard 2291 Limited.

Yours faithfully

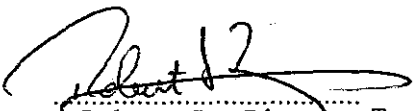


.....

for and on behalf of

FKI plc

We hereby consent to the assignment of all of the rights, title, benefit and interest in the Loan Receivable B and in and under the Loan Agreement B from the Assignor to the Assignee



.....
Robert L. Zitnay, Treasurer

for and on behalf of

Bridon Inc.