

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.**

CHFP025

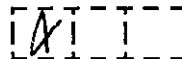
Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4744755

Name of company

* Metflex Precision Mouldings Limited (the "Company")

Date of creation of the charge

12 January 2006

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

Debenture made between the Company and Clydesdale Bank PLC (trading as Yorkshire Bank) (the "Bank") (the "Debenture")

Amount secured by the mortgage or charge

All sums of money which the Company has agreed to pay and discharge pursuant to the terms of the Debenture as described in paragraph 2 of the Debenture.

Under paragraph 2 the Company agrees that it will:

- (i) pay to the Bank all sums of money which the Company may at the date of the Debenture or at any time in the future owe to the Bank; and
- (ii) discharge all liabilities which the Company may at the date of the Debenture or at any time in the future owe to the Bank,

including:

Cont'd ...

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

Clydesdale Bank PLC (trading as Yorkshire Bank) of 30 St Vincent Place, Glasgow

Postcode G1 2HL

Presentor's name address and
reference (if any):Davies Wallis Foyster
Centurion House
129 Deansgate
Manchester
M3 3AA

JWF/25539/34

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Under clause 3 of the Debenture, the Company, with full title guarantee charges to the Bank:

- (1) by way of legal mortgage the property (if any) particulars of which are set out in Box B of the Debenture, together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
- (2) by way of fixed charge all other (if any) freehold and leasehold property of the Company whether acquired before or after the date of the Debenture together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
- (3) by way of fixed charge all (if any) plant, machinery, vehicles, computers and office and other equipment of the Company particulars of which are set out in Box C of the Debenture together with the benefit of all relevant contracts, warranties and maintenance arrangements;

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 23 January 2006

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 CF14 3UZ

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Particulars of a mortgage or charge (continued)

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binding margin

Continuation sheet No _____
to Form No 395 and 410 (Scot)

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

Company Number

4744755

Name of Company

Metflex Precision Mouldings Limited (the "Company")

Limited*

* delete if
inappropriate

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

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

- (a) sums and liabilities due or owing by the Company alone and/or jointly with any other person;
- (b) sums and liabilities owed as guarantor, indemnifier or security giver for any other person;
- (c) sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank;
- (d) sums and liabilities owed by the Company to another person, the rights to which have been transferred to the Bank;
- (e) sums and liabilities owed or current on any other account;
- (f) interest at the applicable rate or rates agreed between the Company and the Bank from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Company and the Bank for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Company and the Bank in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgement is obtained by the Bank; and
- (g) any banking charges and all costs and expenses (including the Bank's internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the rights of the Bank or any receiver under the Debenture, calculated as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time.

Please do not
write in this
binding 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

- (4) by way of fixed charge all other (if any) plant, machinery, vehicles, computers and office and other goods and equipment of the Company together with the benefit of all relevant contracts, warranties and maintenance arrangements;
- (5) by way of fixed charge the book and other debts now and from time to time due or owing to the Company other than:
 - (a) any of those debts which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Debenture;
 - (b) any of those debts which are now or at any time in the future assigned to the Bank absolutely pursuant to a receivables financing agreement made between the Company and the Bank (together the "Debts"); and
 - (c) Bank Debts (defined below)
- (6) by way of fixed charge all sums of money standing to the credit of the Company on any account with any bank (other than the Bank) or other financial institution, other than any of those sums which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Debenture (the "Bank Debts");
- (7) by way of fixed charge the goodwill and any uncalled capital of the Company both now and at any time in the future;
- (8) by way of fixed charge all stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person now and at any time in the future together with all related dividends and other rights;
- (9) by way of fixed charge, all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company now and in the future;
- (10) by way of floating charge the Company's undertaking and all its property, assets and rights whatsoever now and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 3.1.1 to 3.1.9 (inclusive) of the Debenture but including any assets of the Company situated in Scotland, whether or not effectively charged pursuant to paragraphs 3.1.1 to 3.1.9 (inclusive),

(together, the "Charged Assets")

Under clause 3.3 of the Debenture, paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to the floating charge created pursuant to the Debenture.

Under clause 4 of the Debenture, the Company agreed that it will not:

1. without obtaining the Bank's written consent, dispose of or create or permit to subsist or arise any mortgage, charge, pledge, lien, standard security, assignment by way of security or other security interest of any kind (an "Encumbrance") on or over, the Debts or any part of the Debts or release, set off, compound, sell, factor, discount or deal with the Debts other than in accordance with paragraph 5.1.12 of the Debenture;
2. dispose of or extinguish or reduce any Bank Debt or create or permit to subsist or arise any Encumbrance (including without limitation in this case any right of combination of accounts or set off or any similar right) on or over the Bank Debts;
3. create or attempt to create or permit to subsist or arise in favour of any person any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over Charged Assets other than land) on or affecting the Charged Assets or any part of the Charged Assets; or
4. subject to the other provisions of this Debenture, dispose of the Charged Assets or any part of the Charged Assets or agree so to do except in the case of:
 - (a) stock-in-trade, which may, subject to the other provisions of this Debenture, be disposed of at full market value in the usual course of trading as now conducted and for the purpose of carrying on the Company's business; and
 - (b) other floating charge assets as detailed in paragraph 3.1.10 of the Debenture which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business and at full market value.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04744755

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th JANUARY 2006 AND CREATED BY METFLEX PRECISION MOULDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PUBLIC LIMITED COMPANY (TRADING AS YORKSHIRE BANK) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th JANUARY 2006.

DDM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES