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COMPANIES FORM No. 395

203923 / 13

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please 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

8

03088344

Name of company

* Carclo Technical Plastics Limited (the "Chargor")

Date of creation of the charge

20 February 2008

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

Security Agreement

Amount secured by the mortgage or charge

As specified in Appendix 2 to this form

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

As specified in Appendix 1 to this form

Postcode

Presenter's name address and reference (if any)

Eversheds LLP
Bridgewater Place, Water Lane, Leeds
LS11 5DR

C6 CHANTEPS 1561963

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



AZVXSXE4

A32

21/02/2008

238

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As specified in Appendix 3 to this form

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)

Nil

Signed

Eversheds LLP

Date

20th February 2008

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

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Carclo Technical Plastics Limited (company number: 03088344)

Appendix 1 to Form 395

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

Eric Cook of 15 Chevet Lane, Sandal, Wakefield, WF2 6HN, Ian Williamson of Longmeadow, 10 Edmuntun Way, Oakham, Rutland, LE15 6JE, Andrew Martin Fay of 93 Winkworth Road, Banstead, Surrey, SM7 2JW and Vincent Stephen Bailey of 89 Coomb Hill Crescent, Thame, Oxon, OX9 2EQ as trustees of the Carclo Group Pension Scheme (each a "Trustee" and together the "Trustees")

Appendix 2 to Form 395

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of each Company to make payments to the Scheme up to a maximum amount of

- (a) £2,600,000; less
- (b) any amounts which are received by the Trustees in respect of the security created by the CTPML Security Agreement,

with the effect that the maximum aggregate amount of Secured Liabilities, when taken with the "Secured Liabilities" (as defined in the CTPML Security Agreement), shall not exceed £2,600,000 (the "**Secured Liabilities**").

All capitalised terms used in this Appendix 2 are defined in Appendix 4 to this form.

Appendix 3 to Form 395

Short particulars of all property mortgaged or charged

1. Land

1.1 The Chargor charged:

1.1.1 by way of a first legal mortgage the real property specified in Schedule 2 (*Security Assets*) to the Security Agreement (as described in Schedule 1 to Appendix 4) under the heading 'Real Property'; and

1.1.2 to the extent that such real property specified in Schedule 2 (*Security Assets*) to the Security Agreement (as described in Schedule 1 to Appendix 4) under the heading 'Real Property' is incapable for any reason of being effectively mortgaged pursuant to Clause 2.2(a)(i) of the Security Agreement (as described in clause 1.1.1 above), by way of a first equitable mortgage the real property specified in Schedule 2 (*Security Assets*) to the Security Agreement (as described in Schedule 1 to Appendix 4) under the heading 'Real Property', and

1.2 A reference in clause 2.2 of the Security Agreement (as described in this paragraph 1) to a mortgage or charge of any freehold or leasehold property includes:

1.2.1 all buildings, fixtures, fittings and fixed plant and machinery (with the exception of the fixed plant and machinery as set out at Appendix 1 to the Security Agreement (as described in Schedule 3 to Appendix 4)) on that property; and

1.2.2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2. Rental Income

2.1 The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of all Rental Income.

Negative Pledge

3. The Chargor must not:

3.1 create or permit to subsist any Security Interest on any Security Asset; or

3.2 sell, transfer, licence, lease or otherwise dispose of any Security Asset.

Definitions

4. All capitalised terms used in this Appendix 3 are defined in Appendix 4 to this form.

Appendix 4 to Form 395

Definitions

"Chargor" has the meaning given on page 1 of this form

"Company" means each or any of the companies listed in Schedule 1 (*Companies*) to the Security Agreement (as described in Schedule 2 to this Appendix) and **"Companies"** shall mean all of them

"CTPML" means Carclo Technical Plastics (Mitcham) Limited (company number 01786038)

"CTPML Security Agreement" means the security agreement dated on or around the date of the Security Agreement between CTPML and the Trustees in relation to CTPML's interest in the freehold land known as 47 Wates Way, Mitcham CR4 4HR registered at the Land Registry with absolute freehold title with title number SGL477804

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting of any part of the Security Assets, including each of the following amounts:

- (c) rent, licence fees and equivalent amounts paid or payable,
- (d) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (e) a sum equal to any apportionment of rent allowed in favour of the Chargor,
- (f) any other moneys paid or payable in respect of occupation and/or usage of a Security Asset and any fixture and fitting on a Security Asset including any fixture or fitting on a Security Asset for display or advertisement, on licence or otherwise;
- (g) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (h) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease,
- (i) any sum paid or payable by any guarantor of any occupational tenant under any lease, and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor

"Scheme" means the Carclo Group Pension Scheme

"Secured Liabilities" has the meaning given on page 4 of this form

"Security Agreement" means the security agreement made on 20 February 2008 between the Chargor and the Trustees

"Security Assets" means all assets of the Chargor the subject of any security created by the Security Agreement

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

"Trustees" has the meaning given on page 3 of this form

Schedule 1 to Appendix 4 - Security Assets - Real Property

The freehold land known as 47 Wates Way, Mitcham CR4 4HR registered at the Land Registry with absolute freehold title with title number SGL477804.

Schedule 2 to Appendix 4 - Companies

Company name	Registration number	Address
Birkett Cutmaster Limited	00931252	Prospect Mills, Prospect Road, Cleckheaton, BD19 3BL
Bruntons Aero Products Limited	00045894	Springstone House, PO Box 88, 27 Dewsbury Road, Ossett, West Yorkshire, WF5 9WS
Carclo Technical Plastics Limited	03088344	Springstone House, PO Box 88, 27 Dewsbury Road, Ossett, West Yorkshire, WF5 9WS
Carclo Group Services Limited	00117106	Springstone House, PO Box 88, 27 Dewsbury Road, Ossett, West Yorkshire, WF5 9WS
Carclo Technical Plastics (Mitcham) Limited	01786038	47 Wates Way, Mitcham, Surrey, CR4 4HR
CTP Wipac Limited	00958139	London Road, Buckingham, MK18 1BH
Carclo plc	196249	Springstone House, PO Box 88, 27 Dewsbury Road, Ossett, West Yorkshire, WF5 9WS

Schedule 3 to Appendix 4 - Excluded fixed plant and machinery - 47 Wates Way

- 1 All moulding machines, robotics and ancillaries forming part of this machinery
- 2 Chiller system and pipework
- 3 Cooling tower dosing system
- 4 Monorail
- 5 Racking
- 6 External plant chiller



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 3088344
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 20
FEBRUARY 2008 AND CREATED BY CARCLO TECHNICAL
PLASTICS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH COMPANY TO THE SCHEME UP TO
A MAXIMUM AMOUNT OF £2,600,000 ON ANY ACCOUNT
WHATSOEVER 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 21 FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 FEBRUARY
2008

