COMPANIES FORM No. 395
Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

200934

Name of company

Carrington Wire Limited ("Charging Company")

Date of creation of the charge

23 November 2005

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

Debenture ("Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Charging Company to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

See Schedule 2 - definitions

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

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London ("Security Trustee")

Postcode E14 4BB

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

DLA Piper Rudnick Gray Cary UK
Victoria Square House, Victoria Square, Birmingham, B2 4DL

AP.RMJ.63632/120261

Time critical reference
Short particulars of all the property mortgaged or charged

See Schedule 1 - short particulars of all the property mortgaged or charged. See Schedule 2 - definitions.

Particulars as to commission allowance or discount (note 3)

Nil

Signed DLA Piper Date 30 November 2005

On behalf of [mortgagee/chargee] DLA Piper Rudnick Gray Cary UK LLP

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
SCHEDULE 1 TO M395

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. GRANT OF SECURITY

1.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to the Deed are created or made:

(a) in favour of the Security Trustee;

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

(c) as continuing security for payment of the Secured Obligations.

1.2 Qualifying floating charge

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

2. FIXED SECURITY

2.1 Fixed charges

The Charging Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Charging Company, or in which it from time to time has an interest:

(a) by way of first legal mortgage:

(i) the Property (if any) specified in part 1 of schedule 1 (Details of Security Assets) of the Deed; and
(ii) all other Property (if any) at the date of the Deed vested in, or charged to, the Charging Company (not charged by clause 4.1(a)(i)) of the Deed;

(b) by way of first fixed charge:
(i) all other Property and all interests in Property (not charged by clause 4.1(a)) of the Deed; and

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;

(c) by way of first fixed charge all plant and machinery (not charged by clauses 4.1(a) or 4.1(b)) of the Deed and the benefit of all contracts, licences and warranties relating to the same;

(d) by way of first fixed charge:

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)) of the Deed; and

(ii) the benefit of all contracts, licences and warranties relating to the same,

(e) by way of:

(i) first fixed charge the Charged Securities referred to in part 2 of schedule 1 (Details of Security Assets) of the Deed;

(ii) first fixed charge all other Charged Securities (not charged by clause 4.1(e)(i)) of the Deed but excluding all Charged Securities which are held in any Joint Venture Company,

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(f) by way of first fixed charge:

(i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and

(ii) all accounts with any bank, financial institution or other person not charged by clause 4.1(f)(i) of the Deed and all monies at any time standing to the credit of such accounts,
in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge all Intellectual Property (if any);

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.1 (Security assignments), of the Deed of first fixed charge such Assigned Asset;

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Charging Company or the use of any of its assets; and

(ii) any letter of credit issued in favour of the Charging Company and all bills of exchange and other negotiable instruments held by it; and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Charging Company.

3. FLOATING CHARGE

The Charging Company charges and agrees to charge by way of first floating charge all of its present and future:

(a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of the Deed; and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

4. UNDERTAKINGS BY THE CHARGING COMPANY

4.1 Restrictions on dealing

The Charging Company shall not do or agree to do any of the following without the prior written consent of the Security Trustee:
(a) create or permit to subsist any Security Interest on any Security Asset except an Encumbrance which is permitted by the Facilities Agreement.

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except a disposal which is permitted by the Facilities Agreement.
SCHEDULE 2

DEFINITIONS

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Deed;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

(a) the securities specified in part 2 of schedule 1 (Details of Security Assets) of the Deed; and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by the Charging Company, held by a nominee on its behalf or in which the Charging Company has an interest at any time;

"Facilities Agreement" means the multicurrency revolving facilities agreement dated 18 November 2005 and made between (1) Acertec Holdings Limited, (2) the Original Borrowers, (3) the Original Guarantors, (4) Barclays Capital as Arranger, (5) the Original Lenders, (6) Barclays Bank PLC as Hedging Counterparty and (7) Barclays Bank PLC as Agent and Security Trustee pursuant to which the Lenders agreed to make certain facilities available to the Charging Company;

"Finance Document" has the meaning given to it in the Facilities Agreement;

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing;
"Intercreditor Agreement" means an agreement dated 18 November 2005 between Barclays Bank PLC in its capacity as Agent, Security Trustee, and Hedging Counterparty (i), (2) and (3), the Original Lenders (4), the Institutional Investors (5), the Managers (as defined therein) (6) and the Obligors (7);

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Charging Company or in which the Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 1 (Details of Security Assets)) of the Deed, together with:

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
(b) all easements, rights and agreements in respect thereof;
(c) all proceeds of sale of that property; and
(d) the benefit of all covenants given in respect thereof;

"Related Rights" means, in relation to any Charged Security:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;
(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Security Account" has the meaning given to that term in clause 11.6(a)(ii) of the Deed;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"Secured Parties" has the meaning given to it in the Intercreditor Agreement;
"Security Period" means the period beginning on the date of the Deed and ending on the date on which:

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.
CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE

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

COMPANY No. 00200934

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
A DEBENTURE DATED THE 23rd NOVEMBER 2005 AND CREATED BY CARRINGTON
WIRE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BARCLAYS BANK PLC 'SECURITY TRUSTEE' AND/OR THE OTHER
SECURED PARTIES (OR ANY OF THEM) 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

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd DECEMBER 2005.

Companies House
--- for the record ---