

M

CHFP025

Please do not
write in
this margin

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 £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

395

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

For official use

	9	
--	---	--

Company number

00032965

Name of company

* Avon Rubber p l c (the **Chargor**)

Date of creation of the charge

26 November 2007

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

A debenture (the **Debenture**) dated 26 November 2007 between the **Chargor** and Barclays Bank Plc
(the **Lender**)

Amount secured by the mortgage or charge

All obligations and liabilities (whether present or future actual or contingent) which may on the date of
the Debenture or at any time thereafter be or become due owing or incurred by the **Chargor** to the
Finance Parties or on any account or otherwise howsoever (whether as principal or surety) but in the
case of Comerica Bank limited to such obligations arising under the Comerica Facility Agreement
(the **Secured Liabilities**)

Please return
via
CH London Counter

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

Barclays Bank plc
1 Churchill Place
London

Postcode E14 5HP

Presenter's name address and
reference (if any)

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS

REF/PTR/76001 00049

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

MONDAY



LD3

LVKMOV6B

03/12/2007

106

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

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



Date 30 November 2007

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

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

Notes

[†] delete as
appropriate

- 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.

Name of company

* insert full name
of company

* Avon Rubber p l c

Short particulars of all the property mortgaged or charged (continued)

1 Creation of Security

Under Clause 3 (*Creation of Security*) of the Debenture, the Chargor created the following Security over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, over any right or interest it may have in them (except for assets which are the subject of a legal mortgage under the Debenture)

1.1 Land

The Chargor charged

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*),
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land, other than the Excluded Property, and
- (c) the Excluded Property

1.2 Investments

The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for it by any nominee

1.3 Equipment

The Chargor charged by way of fixed charge all Equipment attached to the Land in so far as it was not charged by way of legal mortgage under Clause 3.1 (*Land*) of the Debenture

1.4 Credit balances

The Chargor charged by way of fixed charge all amounts standing to the credit of any account held with any Finance Party in its name or to which it was beneficially entitled

1.5 Intellectual Property Rights

The Chargor charged by way of fixed charge all Intellectual Property Rights

1.6 Goodwill

The Chargor charged by way of fixed charge its goodwill

1.7 Uncalled capital

The Chargor charged by way of fixed charge its uncalled capital

1.8 Authorisations

The Chargor charged by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset

1.9 Insurances

Company number

00032965

Name of company

* insert full name
of company

* Avon Rubber p l c

The Chargor assigned absolutely all its rights and interests under all contracts and policies of insurance

1 10 Contractual rights

The Chargor assigned absolutely all rights under any agreement to which it was a party and which were not mortgaged, charged by way of fixed charge or assigned under any of Clauses 3 1 (*Land*) to 3 9 (*Insurances*) (inclusive) of the Debenture

1 11 Other assets

1 11 1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which were not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 (*Creation of Security*) of the Debenture

1 11 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture

1 12 Trust

If or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Lender

2 Negative pledge

Note that the Chargor may not create or permit to subsist any Security over any Security Asset

3 Definitions

In this Form 395

Authorisations means an authorisation, consent (including an Environmental Consent), permission, approval, resolution, licence, exemption, filing, notarisation or registration

Comerica Facility Agreement means the \$5,000,000 facility agreement dated on or about the date of the Debenture and made between ARP Inc and Comerica Bank and the Loan Documents (as defined in that agreement) including the Master Revolving Note dated on or about the date of the Debenture from APR Inc to Comerica Bank in the principal amount of \$5,000,000

Environmental Consent has the meaning given to it in the Facility Agreement

Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties

Excluded Property means the Chargor's leasehold interest in the property known as 30 Vale Lane, Bedminster, Bristol

Facility Agreement means the facility agreement dated on or around the date of the Debenture between the Chargor and the Lender

Finance Parties means Barclays Bank p l c and Comerica Bank

Intellectual Property Rights means

(a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of

Name of company

* insert full name
of company

* Avon Rubber p l c

intellectual or industrial property,

- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
 - (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,
- arising or subsisting in any jurisdiction and whether registered or not

Investments means

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them

Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925

Receiver means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect

Security Asset means all of the assets of the Chargor which are the subject of any Security created or to be created by the Debenture

Security Trustee means Barclays Bank p l c

4 Interpretation

Any reference in this Form 395 to

- (a) **assets** includes present, future, actual and contingent properties, revenues and rights of every kind, whether tangible or intangible (including uncalled share capital),
- (b) a **Clause** or **Schedule** is to be construed as a reference to the relevant clause of, or schedule to, this Agreement,
- (c) the **Debenture**, the **Comerica Facility Agreement** or any other agreements or instrument is a reference to the Debenture, the Comerica Facility Agreement or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time,
- (d) the **Chargor**, the **Security Trustee** or any other **Finance Party** or **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted),

Company number

00032965

Name of company

* insert full name
of company

* Avon Rubber p l c

- (e) **guarantee** means any guarantee, letter of credit, bond, indemnity, documentary or other credit or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligations is assumed in order to maintain or assist the ability of such person to meet its indebtedness,
- (f) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words,
- (g) **indebtedness** includes any obligation, whether incurred as principal or as surety, for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity,
- (h) **liabilities** includes any obligation whether incurred as a principal or as a surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity,
- (i) a **regulation** includes and regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (j) the words **other** and **otherwise** shall not be construed ejusdem generis with any preceding words where a wider construction is possible,
- (k) any **person** includes any assignee, transferee, successor in title, delegate, sub-delegate or appointee of that person (in the case of a Party, in so far as such assignees, transferees, successors in title, delegates, sub-delegates or appointees are permitted) and any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether having separate legal personality), and
- (l) the **Security Trustee** or any other **Finance Party** or a **Receiver** (except for the reference in Clause 14 (*Power of Attorney*) of the Debenture), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates

Schedule 1 – Land charged by way of legal mortgage

Description and address

Title number

Leasehold land to the east of Broadway East,
West Wiltshire Trading Estate,
Westbury,
Wiltshire

WT177528

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 00032965

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th NOVEMBER 2007 AND CREATED BY AVON RUBBER P L C FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE PARTIES 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 3rd DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th DECEMBER 2007

LC
Ced



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES