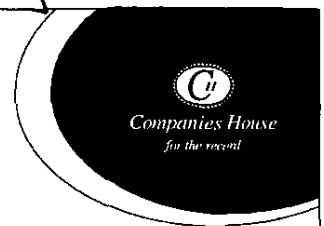


641732 13
MG01

Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

Please return
via
CH London Counter

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

X What this form is NOT for
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



RM 13/10/2010 60
COMPANIES HOUSE

1 Company details

Company number 0 0 0 3 2 9 6 5

Company name in full Avon Rubber Plc (the **Chargor**)

For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 3 0 0 9 2 0 1 0

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture dated 30 September 2010 between the Chargor and the Security Trustee (as
defined below) (the **Debenture**)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All obligations and liabilities (whether present or future actual or
contingent) which may now or at any time after the date of the
Debenture be or become due, owing or incurred by the Chargors
(named in the Debenture) and/or any other member of the Group
to the Finance Parties on any account or otherwise howsoever
(whether as principal or surety) but in the case of Comerica limited
to such obligations arising under the Comerica Facility Agreement,
the Comerica Ancillary Documents and any Hedging Agreement
entered into between Comerica and any member of the Group
(the **Secured Liabilities**)

Note Capitalised terms not defined on this page are defined in
MG01 continuation sheets attached

Continuation page
Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name Barclays Bank PLC (the Security Trustee)

Address One Churchill Place, London

Postcode E 1 4 5 H P

Name

Address

Postcode

Continuation page

Please use a continuation page if you need to enter more details

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

See the MG01 Continuation pages attached

Continuation page

Please use a continuation page if you need to enter more details.

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
---	--

Commission allowance or discount Nil

8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)
---	---

9	Signature Please sign the form here Signature X SNR Denton UK LLP X This form must be signed by a person with an interest in the registration of the charge
---	--

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name James Lansdell JHL/CGA76001/00160

Company name SNR Denton UK LLP

Address One Fleet Place

Post town London

County/Region Greater London

Postcode E C 4 M 7 W S

Country England

DX DX 242

Telephone 020 7246 7628



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 Creation of Security Interest</p> <p>1 1 Land</p> <p>The Chargor charged</p> <p>(a) by way of legal mortgage its interest in the Land referred to in Schedule 2 to the Debenture and contained in Schedule 1 below (<i>Land charged by way of legal mortgage</i>),</p> <p>(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</p> <p>(c) by way of a floating charge, the Excluded Property</p> <p>1 2 Investments and Shares</p> <p>(a) The Chargor mortgaged or (if and to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge</p> <p>(i) all Investments, including those held for it by any nominee, and</p> <p>(ii) all related Distribution Rights</p> <p>(b) The Chargor mortgaged or (if and to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge</p> <p>(i) all Shares, and</p> <p>(ii) all related Distribution Rights</p> <p>1 3 Equipment</p> <p>The Chargor charged by way of fixed charge all Equipment attached to any Land in so far as it is not charged by way of legal mortgage under Clause 3 1 (<i>Land</i>) of the Debenture</p> <p>1 4 Credit balances</p> <p>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 is beneficially entitled</p> <p>1 5 Intellectual Property Rights</p> <p>The Chargor charged by way of fixed charge all Intellectual Property Rights</p> <p>1.6 Goodwill</p> <p>The Chargor charged by way of fixed charge its goodwill</p> <p>1 7 Uncalled capital</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	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	
	The Chargor assigned absolutely all its rights and interests under all contracts and policies of insurance	
	1 10 Derivative Contracts	
	The Chargor charged by way of fixed charge its right to receive all moneys payable under any Derivative Contract	
	1 11 Contractual rights	
	The Chargor assigned absolutely all rights under any agreement to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of Clauses 3 1 (<i>Land</i>) to 3 10 (<i>Derivative Contracts</i>) (inclusive) of the Debenture	
	1 12 Other assets	
	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 of the Debenture	
	Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture	
	1 13 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 Security Trustee	
	2 Negative Pledge	
	2 1 Please note that the Chargor has undertaken not to	
	(a) create or permit to subsist any Security Interest over any Security Asset	
	(b) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any Group Company,	
	(c) sell, transfer or otherwise dispose of any of its receivables on recourse terms,	
	(d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or	
	(e) enter into any other preferential arrangement having a similar effect,	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset	
2 2	Clause 2 1 above does not apply to	
	(a)	any Security Interest disclosed to the Finance Parties in writing prior to 24 November 2007 except to the extent the principal amount secured by that Security Interest exceeds the amount stated in that letter,
	(b)	any netting or set-off arrangement entered into by any Group Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances,
	(c)	any lien arising by operation of law and in the ordinary course of trading and securing amounts not more than 90 days overdue for payment,
	(d)	any Security Interest over or affecting any asset acquired by a Group Company or over or affecting any asset of any company acquired by a Group Company, in each case after the date of the Debenture, if
	(i)	the Security Interest was not created in contemplation of the acquisition of that asset or that company by a Group Company,
	(ii)	the principal amount secured has not been increased in contemplation of, or since the acquisition of that asset or that company by a Group Company, and
	(iii)	any Security Interest is removed or discharged within 6 months of the date of acquisition of such asset or such company,
	(e)	any Security Interest entered into in favour of the Finance Parties in respect of the Secured Liabilities,
	(f)	any netting of payments pursuant to any hedging transactions entered into by a member of the Group on standard market terms
3	Nature of security created	
	The Security Interest created under the Debenture is created	
	(a)	as a continuing security to secure the payment and discharge of the Secured Liabilities,
	(b)	(except in the case of assets which are the subject of a legal mortgage under the Debenture) 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, shall extend to any right or interest which it may have in them,
	(c)	in favour of the Security Trustee as trustee for the Finance Parties, and
	with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges,	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)</p> <p>4 Definitions</p> <p>In the Debenture</p> <p>Account means any account which the Chargor holds with any bank or financial institution from time to time</p> <p>Account Bank means, in respect of each Account, the bank or other financial institution at which that Account is held</p> <p>Act means the Law of Property Act 1925</p> <p>ARPI means Avon Rubber & Plastics Inc</p> <p>Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>Barclays means Barclays Bank Plc</p> <p>Borrower means the Chargor</p> <p>Business Day means a day (other than a Saturday or Sunday) on which the Security Trustee is ordinarily open to effect transactions of the kind contemplated in the Debenture and, if a payment is to be made in euros, on which such payment system as the Security Trustee chooses is operating for the transfer of funds for the same day value,</p> <p>Comerica means Comerica Bank</p> <p>Comerica Ancillary Documents means each document relating to or evidencing the terms of a Comerica Ancillary Facility</p> <p>Comerica Ancillary Facilities means any one or more of the following types of services or facilities extended to ARPI, any of its Subsidiaries, the Chargor or any member of the Group by Comerica, up to a maximum aggregate amount of \$1,000,000</p> <ul style="list-style-type: none"> (i) credit cards, (ii) credit card processing services, (iii) debit cards, (iv) purchase cards, (v) Automated Clearing House (ACH) transactions, (vi) cash management, including controlled disbursement services, and

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(vii) establishing and maintaining deposit accounts</p> <p>Comerica Facility Agreement means the facility agreement dated on or about 30 September 2010 and made between ARPI and Comerica including the master revolving note dated on or about the date hereof from ARPI to Comerica in the principal amount of \$15,000,000 and the Lender Product Agreements</p> <p>Default Rate means the aggregate of (a) the costs of Sterling deposits (being the annual percentage rate at which Sterling deposits are offered by Barclays in the London Interbank Market on the relevant date) (b) 2 5% per annum</p> <p>Derivative Contract means</p> <p>(a) any Hedging Agreement, and</p> <p>(b) any other master agreement, schedule, confirmation, novation or other instrument entered into by the Chargor and a counterparty in connection with protection against or benefit from fluctuation in any rate or price</p> <p>Distribution Rights means all dividends, interest and other distributions paid or payable on or in respect of them and any right to receive them</p> <p>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</p> <p>Excluded Property means the Chargor's leasehold interest in the properties known as</p> <p>(a) 30 Vale Lane, Bedminster, Bristol, and</p> <p>(b) Manvers House, Kingston Rd, Bradford on Avon</p> <p>Finance Parties means the Security Trustee, Barclays and Comerica as Lender, and Barclays and Comerica together with any of their affiliates as Hedge Counterparty</p> <p>Group means the Borrower and its Subsidiaries for the time being and Group Company means any one of them</p> <p>Hedge Counterparty means the Original Hedge Counterparties and any person which becomes party as a Hedge Counterparty pursuant to Clause 9 3 of the Intercreditor Agreement (<i>Transfer of Debts</i>)</p> <p>Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered or to be entered into by a member of the Group and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate risks of the Group</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Intellectual Property Rights means</p> <ul style="list-style-type: none"> (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 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, <p>arising or subsisting in any jurisdiction and whether registered or not</p> <p>Intercreditor Agreement means the intercreditor agreement originally dated 24 November 2009 as amended and restated on 1 October 2010 and made between the Group Companies named therein, Barclays and Comerica in their various capacities</p> <p>Investments means</p> <ul style="list-style-type: none"> (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 <p>Land has the same meaning as it has in section 205(1) of the Act</p> <p>Lender Products means any one or more of the following types of services of facilities extended to the ARPI or any of its Subsidiaries or to the Borrower or any other member of the Group by Comerica (i) credit cards, (ii) credit card processing services, (iii) debit cards, (iv) purchase cards, (v) Automated Clearing House (ACH) transactions, (vi) case management, including controlled disbursement services, and (vii) establishing and maintaining deposit accounts</p> <p>Lender Products Agreements means the agreements between Comerica and the relevant member of the Group evidencing the Lender Products</p> <p>Original Hedge Counterparties means Barclays and Comerica</p> <p>Party means a party to the Debenture</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>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</p> <p>Security Accession Deed has the meaning given to it in the Debenture</p> <p>Security Assets means all of its assets which are the subject of any Security Interest created or to be created by the Debenture</p> <p>Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>Security Period means the period starting on the date of the Debenture and ending on the date on which the Security Trustee is satisfied that the Secured Liabilities are irrevocably discharged in full</p> <p>Shares means all shares held by the Chargor in its Subsidiaries</p> <p>Subsidiary means</p> <ul style="list-style-type: none"> (a) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, and (b) any company or other legal entity which would be a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 but for any security subsisting over the shares in that company from time to time, and (c) in relation to a company or partnership incorporated outside the United Kingdom, a company, partnership or corporation <ul style="list-style-type: none"> (i) which is controlled, directly or indirectly by the first-mentioned company, partnership or corporation, or (ii) more than half the issued share capital or membership interests of which is beneficially owned, directly or indirectly, by the first-mentioned company, partnership or corporation, or (iii) which is a subsidiary of another subsidiary of the first mentioned company, partnership or corporation, <p>and, for these purposes, a company, partnership or corporation shall be treated as being controlled by another if that other company, partnership or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Any reference to the Security Trustee shall be deemed to include any one or more of its assigns, transferees and successors in title	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Schedule 1 - Land charged by way of legal mortgage	

Description and address

Title number

NONE

NONE



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 32965
CHARGE NO. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30
SEPTEMBER 2010 AND CREATED BY AVON RUBBER P.L.C. FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
CHARGORS AND/OR ANY OTHER MEMBER OF THE GROUP 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 25 OF THE COMPANIES ACT
2006 ON THE 13 OCTOBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 OCTOBER
2010**

DX



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**