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in black type, or
bold block lettering

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies

For official use

Company number

115

01661935

Name of company

* PORVAIR PLC ("the Pledgor")

Date of creation of the charge

10 April 2001

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

PLEDGE AGREEMENT ("the Pledge Agreement")

Amount secured by the mortgage or charge

The Pledged Collateral secures the prompt payment, performance and observance of all current and future obligations of the Borrower and/or the Pledgor under the Loan Documents ("Secured Obligations")

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

BARCLAYS BANK PLC of 54 Lombard Street, London EC3P 3AH ("the Bank")

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

DLA
3 Noble Street
London EC2V 7EE

AL/klh/banking

hugginsk\forms395\Porv-Plg

Time critical reference

For official use
Mortgage Section

Post room



A44
COMPANIES HOUSE

0560
25/04/01

1. PLEDGE

The Pledgor pledged to the Bank, and granted to the Bank, a security interest in the following (collectively, the "Pledged Collateral")

1.1 All shares of the capital stock of the U.S. Subsidiary, and the certificates representing the shares of such capital stock, all options and warrants for the purchase of shares of the capital stock of the U.S. Subsidiary (to the extent not prohibited by any stock option plan maintained by the U.S. Subsidiary) as at 10 April 2001 or thereafter held by the Pledgor (all of said capital stock, options and warrants and all capital stock held by the Pledgor as a result of the exercise of such options or warrants being hereinafter collectively referred to as the "Pledged Stock", herewith delivered to the Bank accompanied by two (2) stock powers in the form of Exhibit A of the Pledge Agreement and made a part hereof (the "Powers") duly executed in blank and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Stock.

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed DCA

Date 24 April 2001

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

[†] 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.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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Company Number

01661935

Name of Company

PORVAIR PLC ("the Pledgor")

~~limited~~*

* delete if
inappropriate

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

NOTE.

In this form:-

"Borrower" means Porvair Plc;

"Facilities Agreement" means the facilities agreement dated 26 March 2001 and made between Porvair Plc (1), Porvair Technology Limited (2) and the Bank (3);

"Loan Documents" means collectively and individually, all current and future documents evidencing, securing or otherwise relating to the obligations of the Borrower and or the Pledgor to the Bank under the Facilities Agreement;

"Permitted Encumbrance" is as defined in the Facilities Agreement;

"U.S. Subsidiary" means Porvair Corporation, a North Carolina Corporation.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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bold block lettering

1.2 All additional shares of capital stock of any U.S. Subsidiary from time to time acquired by the Pledgor in any manner, and the certificates representing such additional shares (any such additional shares shall constitute part of the Pledged Stock and the Bank is irrevocably authorised to amend Exhibit A of the Pledge Agreement from time to time to reflect such additional shares) and all options, warrants, dividends, cash, instruments and other rights and options from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares;

1.3 The property and interests in property to be delivered pursuant to Section 3 of the Pledge Agreement; and

1.4. All proceeds of the foregoing.

2. SECURITY FOR SECURED OBLIGATIONS

The Pledged Collateral secures the prompt payment, performance and observance of the Secured Obligations.

3. PLEDGED COLLATERAL ADJUSTMENTS

If, during the term of the Pledge Agreement:

3.1. Any stock dividend, reclassification, readjustment or other change is declared or made in the capital structure of any U.S. Subsidiary, or any option included within the Pledged Collateral is exercised, or both, or

3.2 Any subscription warrants or any other rights or options shall be issued in connection with the Pledged Collateral,

then all new, substituted and additional shares, warrants, rights, options or other securities, issued by reason of any of the foregoing, shall be immediately delivered to and held by the Bank under the terms of the Pledge Agreement and shall constitute Pledged Collateral under the Pledge Agreement; provided however that nothing contained in Section 3 of the Pledge Agreement shall be deemed to permit any stock dividend, issuance of additional stock, warrants, rights or options, reclassification, readjustment or other change in the capital structure of any U.S. Subsidiary which is prohibited by the Facilities Agreement.

4. TRANSFER AND OTHER LIENS

The Pledgor shall not (i) sell or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral without the prior written consent of the Bank or (ii) create or permit to exist any lien upon or with respect to any of the Pledged Collateral, except for the security interest under the Pledge Agreement or any Permitted Encumbrance.

5. FURTHER ASSURANCE

The Pledgor agreed that it will cooperate with the Bank and will execute and deliver, or cause to be executed and delivered, all such other stock powers, proxies, instruments and documents, and will take all such other actions, including, without limitation, the execution and filing of financing statements, as the Bank may reasonably request from time to time in order to carry out the provisions and purposes of the Pledge Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01661935

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED THE 10th APRIL 2001 AND CREATED BY PORVAIR PLC FOR SECURING THE PLEDGED COLLATERAL SECURES THE PROMPT PAYMENT, PERFORMANCE AND OBSERVANCE OF ALL CURRENT AND FUTURE OBLIGATIONS OF THE BORROWER AND/OR THE PLEDGOR UNDER THE LOAN DOCUMENTS (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th APRIL 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th APRIL 2001.

Handwritten signature or initials.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —