

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

246298/39

☒ **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

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

THURSDAY



A35 *AYTDZ10V* 7
04/03/2010
COMPANIES HOUSE

1 Company details

Company number 0 2 6 6 8 9 1 9
Company name in full Synseal Extrusions Limited (the "Company")

3
→ **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 d2 d3 m0 m2 y2 y0 y1 y0

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 Deed of accession (the "Deed of Accession") in respect of a debenture
dated 23 February 2010 made between (1) H.I.G. Europe - Dart II Limited,
(2) H I G Luxembourg Holdings Six S a r l and H I.G. Europe - Dart III
Ltd (the "Debenture")

4 Amount secured

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

Amount secured All present and future obligations and liabilities (whether
actual or contingent and whether owed jointly or severally
or in any other capacity whatsoever) of each Obligor and
each grantor of Security to the Secured Parties (or any of
them) under each or any of the Finance Documents together
with all costs, charges and expenses incurred by any
Secured Party in connection with the protection,
preservation or enforcement of its respective rights under
the Finance Documents or any other document evidencing
or securing any such liabilities (the "**Secured
Obligations**").

Definitions are defined in the continuation pages.

Bircorp/1479106

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

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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

Continuation page

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

Name Capita Trust Company Limited

Address 7th Floor, Phoenix House, 18 King William Street,
London

Postcode E C 4 N 7 H E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars Please see attached Continuation Page

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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

- 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

Signature

X

Griffiths LLP

X

This form must be signed by a person with an interest in the registration of the charge

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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 Patrick Davis

Company name Eversheds LLP

Address 115 Colmore Row

Post town, Birmingham

County/Region

Postcode B 3 3 A L

Country

DX DX 13004 Birmingham

Telephone 0845 497 9797



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 mortgage or charge
- ☐ 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

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1. Pursuant to the Deed of Accession, the Company became a Chargor under the Debenture and grants to the Security Trustee in relation to its assets and undertaking the same Security as is set out in Clause 3 (*Security*).

2. Pursuant to Clause 3

2.1 Fixed charges

The Company, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Trustee the following assets:

2.1 1 **First legal mortgage on specified Property** - by way of first legal mortgage, all its Property (if any) identified in Schedule 4 of the Debenture (*Details of Property*) (none specified);

2.1.2 **First fixed charges in respect of other Property** - by way of first fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 2.1.1) (paragraph 2.1.1 of this form), (b) any other rights, title or interest of the Company in Property, wherever situated, and (c) all Associated Rights in relation to its Property;

2.1.3 **First fixed charges in respect of Designated Chattels** - by way of first fixed charge, (a) the Designated Chattels (if any) in respect of the Company (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 2 1 1 or 2.1.2) (paragraphs 2 1 1 or 2.1.2 of this form), and (b) all Associated Rights in relation to such Designated Chattels;

2 1 4 **First fixed charges in respect of other chattels** - by way of first fixed charge, (a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 2 1.1, 2.1.2 or 2.1.3 (paragraphs 2.1.1, 2.1.2 or 2.1.3 of this form) nor any chattel for the time being forming part of the Company's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of Clause 2.1.4 (this paragraph 2.1 4) and (c) the benefit of all Associated Rights relating to any chattel validly charged by this Clause 2 1 4 (this paragraph 2 1 4);

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- 2 1 5 **First fixed charge on specified Shares** - by way of first fixed charge, (a) the Shares (if any) listed in respect of the Company in Schedule 5 (*Shares*) of the Debenture and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;
- 2.1 6 **First fixed charge on Investments** - by way of first fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 2.1.5) (paragraph 2.1.5 of this form) and (b) all Distribution Rights from time to time accruing to or on such Investments,
- 2.1 7 **First fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 2 2 3 (paragraph 2 2 3 of this form) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Company and all Insurance Proceeds either now or in the future held by or payable to the Company or in which the Company otherwise has an interest (to the extent of such interest),
- 2.1.8 **First fixed charges in respect of book debts** - by way of first fixed charge, (a) all present and future book and other debts, revenues and monetary claims of or owing to the Company and (b) all rights and claims of whatever nature of the Company now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- 2.1.9 **First fixed charge on Specified Bank Balances** - by way of first fixed charge, all of the Specified Bank Balances in respect of the Company;
- 2.1.10 **First fixed charge on other Bank Balances** - by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 2 1 9) (paragraph 2.1.9 of this form);
- 2.1.11 **First fixed charge on Intellectual Property** - to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 2.2.4 (paragraph 2.2.4 of this form), by way of first fixed charge, all Intellectual Property (if any) owned by the Company or in which the Company has an interest (to the extent of such interest),
- 2 1 12 **First fixed charges in respect of Authorisations** - to the extent that such Authorisations and Derivative Payments are

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incapable for any reason of being effectively assigned pursuant to Clauses 2.2.1 or 2.2.5 respectively (paragraphs 2.2.1 or 2.2.5 of this form) but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by the Company in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Company in respect of such Authorisations;

2.1.13 **First fixed charge on contracts** - to the extent that they do not fall within any other provision of Clause 1 (*Fixed Charges*) (paragraph 1 of this form) and are not effectively assigned under Clause 2.2.2 (paragraph 2.2.2 of this form), by way of first fixed charge all of its rights under each agreement or document to which the Company is a party;

2.1.14 **First fixed charge on goodwill and uncalled capital** - by way of first fixed charge, all the goodwill and uncalled capital of the Company; and

2.1.15 **First fixed charge on other Associated Rights** - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Company, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture.

2.2 Assignments by way of security

As further continuing security for the payment of the Secured Obligations, the Company assigned absolutely (subject to a proviso for reassignment following the Discharge Date) to the Security Trustee all (if any) its rights, title and interest in and to the following assets:

2.2.1 **Authorisations** - all Authorisations held or utilised by the Company in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;

2.2.2 **Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;

2.2.3 **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of the Company,

2.2.4 **Intellectual Property** - the Intellectual Property (if any) owned by the Company or in which the Company has an interest (to the

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extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to the Company a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Security Trustee; and

2 2 5 Associated Rights and Derivative Payments - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 1 (*Fixed charges*) (paragraph 1 of this form) or valid assignment pursuant to Clauses 2.2.1 to 2.2.4 (paragraphs 2.2.1 to 2 2 4 of this form) and which relate to any of the assets of the Company, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.

2 3 Floating charge

2.3.1 As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Company charges in favour of the Security Trustee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future.

2.3.2 The floating charge created by Clause 2.3.1 (paragraph 2.3.1 of this form) is deferred, in relation to the Company, in point of priority to all fixed Security validly and effectively created by the Company under any of the Transaction Security Documents in favour of the Security Trustee as security for the Secured Obligations.

2.4 Conversion of floating charge

2.4.1 The Security Trustee may, at any time, by notice in writing to the Company, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:

2.4.1 1 an Event of Default has occurred which is continuing, or

2.4.1 2 the Security Trustee is of the view that (a) such assets specified in the notice are in danger of being seized, (b) any legal process or execution is being enforced against such assets specified in the notice,

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(c) such assets specified in the notice are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Company (or such administrator or administrative receiver has been appointed) or to the winding-up of the Company.

2.5 Automatic conversion of floating charge

In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of Clause 2.4 (*Conversion of floating charge*) (paragraph 2.4 of this form):

- 2.5.1 if the Company creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Trustee, or
- 2.5.2 if the Company convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Company or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Company shall, without any notice being given under Clause 2.4 (*Conversion of floating charge*) (paragraph 2.4 of this form) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of the Company.

3 Negative Pledge

- 3.1 During the Security Period, the Company shall not without the prior written consent of the Security Trustee create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in Clause 5.1 of the Debenture (paragraph 3.1 of this form), in any case in circumstances where the arrangement or

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transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

3 2 Clause 5 does not apply to any Security which is Permitted Security or a Permitted Transaction.

4. Specific Security

4 1 Without limiting the generality of clause 5 1 of the Deed of Accession (paragraph 1 of this form) or of the Debenture, the Company, as a continuing security for the payment, discharge and performance of the Secured Obligations charged in favour of the Security Trustee:

4.1.1 all monies (including interest) from time to time standing to the credit of the accounts (which shall be Designated Bank Balances for the purposes of the Debenture) specified in Schedule 1 (*Bank accounts*) to the Deed of Accession (as detailed in Schedule 1 to this form), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account;

4.1.2 by way of first legal mortgage, all its Property, identified in Schedule 2 (*Details of Property owned by the new chargor*) to the Deed of Accession (as detailed in Schedule 2 to this form);

4 1 3 by way of first fixed charge, (a) the chattels (which shall be Designated Chattels for the purposes of the Debenture) listed in Schedule 3 (*Specifically identified chattels owned by the new chargor*) to the Deed of Accession (as detailed in Schedule 3 to this form) (but not including any of the assets which are subject to a valid legal mortgage under clause 5.2.2. of the Deed of Accession (paragraph 4 1 2 of this form) and (b) the benefit of all Associated Rights in relation to such Designated Chattels;

4.1.4 by way of first fixed charge, all the Shares listed in Schedule 4 (*Shares*) to the Deed of Accession (as detailed in Schedule 4 to this form); and

4.1.5 by way of first fixed charge, all the Distribution Rights accruing to or on the Shares listed in Schedule 4 to the Deed of Accession (as detailed in Schedule 4 to this form);

and as continuing security for the payment, discharge and performance of the Secured Obligations assigns and agrees to assign in favour of the Security Trustee all of its right, title and interest (if any) in and to each of the contracts and agreements specified in Schedule 5 (*Details of Charged Contracts*) to the Deed of Accession (as detailed in Schedule 5 to this form),

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each of which is deemed to be included in the definition of "Charged Contracts" for the purposes of the Debenture

Schedule 1 (Designated Bank Balances)

The following accounts held by the Company with National Westminster Bank plc (sort code 60-12-01):

1. SEL Euro Account - account number: 550/00/28017064
2. SEL SIBA Account - account number: 25035436
3. SEL Transax Account - account number: 25210572
4. SEL Syntek card payments account - account number: 25216937
5. SEL Current Account - account number: 86163361
6. SEL Business Reserve Account - account number 88068501

The account held by the Company with Yorkshire Bank with sort code 05-02-46 and account number 68590834

Schedule 2 (Property)

The Deed of Accession does not specify any Property owned by the Company.

Schedule 3 (Specifically identified chattels)

The Deed of Accession does not specify any chattels owned by the Company.

Schedule 4 (Shares)

The Deed of Accession does not specify any Shares owned by the Company

Schedule 5 (Charged Contracts)

The Deed of Accession does not specify any Charged Contracts

Definitions and Interpretation

In this form references to a **Clause** or **Clauses** are references to a **Clause** or **Clauses** in the Debenture.

In this form the following defined terms have the following specified meanings:

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"Applicable Facilities Agreement" means the facilities agreement applicable pursuant to Clause 1 2 of the Debenture.

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"Authorisations" has the meaning given to it in the Applicable Facilities Agreement

"Available Facilities Agreement" means the facilities agreement applicable pursuant to Clause 1.2 of the Debenture

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Company has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

"Charged Contacts" means, in relation to the Company, those contracts (if any) brief particulars of which are set out in schedule 3 of the Debenture.

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Company may derive from or be awarded or entitled to in respect of such asset.

"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Company in Schedule 6 (*Designated Chattels*) of the Debenture (none specified) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels

"Discharge Date" means the date with effect from which the Security Trustee confirms to the First Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled, no secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

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"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

"Event of Default" has the meaning given to it in the Applicable Facilities Agreement

"Finance Documents" has the meaning given to it in the Applicable Facilities Agreement.

"Financial Indebtedness" has the meaning given to it in the Applicable Facilities Agreement.

"First Chargor" means H.I.G. Europe – Dart II Limited, a company incorporated in the Cayman Islands with company number MC-235456.

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

"Group" has the meaning given to it in the Applicable Facilities Agreement.

"Insolvency Act" means the Insolvency Act 1986.

"Insurance Proceeds" means the proceeds of any insurance claim received by the Company (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Company to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Company's ownership of any Insurances and all such Company's interest in any of the foregoing

"Insurances" means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of the Company (excluding, in each case, contracts and policies of insurance or assurance which relate to the liabilities to third parties) or (to the extent of its relevant interest) in which the Company has an interest.

"Intellectual Property" has the meaning given to it in the Applicable Facilities Agreement.

"Intercreditor Agreement" has the meaning given to it in the Senior Facilities Agreement.

"Investment" means, in respect of the Company, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Company, in each case whether held

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directly by, or to the order of, the Company or by any trustee, nominee, fiduciary or clearance system on behalf of the Company, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system

"Obligor" has the meaning given to it in the Applicable Facilities Agreement.

"Permitted Security" has the meaning given to it in the Applicable Facilities Agreement.

"Permitted Transaction" has the meaning given to it in the Applicable Facilities Agreement

"Property" means the Real Property from time to time owned by the Company or in which the Company has any right, title or interest Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

"Secured Assets" means the assets the subject of any Security created by this Deed.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities

"Secured Parties" has the meaning given to it in the Intercreditor Agreement.

"Security" has the meaning given to it in the Applicable Facilities Agreement.

"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date.

"Security Trustee" means Capita Trust Company Limited acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Intercreditor Agreement, or such other or additional trustee or trustees as may from time to time be appointed in that capacity pursuant to clause 17.1 (*Resignation of Security Trustee*) of the Intercreditor Agreement.

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"Senior Facilities Agreement" means the term and revolving facilities agreement dated 23 February 2010 and made between amongst others the same parties to the Debenture.

"Shares" means all shares (if any) specified in Schedule 5 (*Shares*) of the Debenture (and listed in paragraph 1.5 of this form) in respect of the Company and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Company from time to time, or any in which it has an interest

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*) of the Debenture as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

"Transaction Security Documents" has the meaning given to it in the Applicable Facilities Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2668919
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 23
FEBRUARY 2010 AND CREATED BY SYNSEAL EXTRUSIONS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR AND EACH GRANTOR OF
SECURITY TO THE 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 25 OF THE COMPANIES ACT 2006 ON THE 4 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MARCH 2010

A. S. S.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES