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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

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

16

02908113

Name of company

* SUTCLIFFE SPEAKMAN LIMITED (the "Company")

Date of creation of the charge

18 August 2006

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

DEBENTURE (the "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 any Group Company incorporated in the United Kingdom to the European Administrative Agent and/or the other Secured Parties (or any of them) under or pursuant to any Loan 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 (the "Secured Obligations")

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

JP MORGAN EUROPE LIMITED of 125 London Wall, London (as European administrative agent for the Secured Parties) (in such capacity, the "European Administrative Agent")

Postcode EC2Y 5AJ

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

DLA Piper Rudnick Gray Cary UK LLP
3 Noble Street
London
EC2V 7EE
Contact: Ejiro Andrew-Ukoko
93023.120001.10962819

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



A13
COMPANIES HOUSE

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638
01/09/2006

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 European Administrative Agent;
- (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).

continued on Addendum 4/4

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legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed Dea Piper Finance Group Ltd Date 31/08/06.

On behalf of XXXXXX [mortgagee/chargee] †

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

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.

Name of company

*insert full name
of Company

* SUTCLIFFE SPEAKMAN LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

NOTE.

In this form:

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

"Barclays Accounts" means together the sterling bank accounts with sort code 20-34-69 and account numbers 30248789 and 60920851, the US Dollar account with sort code 20-71-02 and account number 86858822 and the Euro account with sort code 20-71-02 and account number 77586033 of branch address 9 High Street Thurrock, Grays, Essex RM17 6NL;

"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 the schedule (*Details of Security Assets*) hereto; 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 18 August 2006) as at 18 August 2006 or in future owned (legally or beneficially) by a Charging Company or in which such Charging Company has an interest at any time;

"Charging Companies" means the Original Charging Companies and any other company which accedes to the Deed pursuant to an Accession Deed (both terms as defined in the Deed);

"Credit Agreement" means the credit agreement dated 18 August 2006 (as the same may be amended or acceded to from time to time) and made between, among others, Calgon Carbon Corporation, a corporation organised under the laws of the state of Delaware, the Original Charging Companies, J P Morgan Europe Limited (as the European Administrative Agent), J P Morgan Chase Bank N.A., in its capacities as Initial Lender and as US Administrative Agent and J P Morgan Securities Inc. in its capacities as Sole Bookrunner and Sole Lead Arranger (all terms as defined therein);

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the European Administrative Agent or by a Receiver;

"Event of Default" has the meaning given to that term in the Credit Agreement;

"Group Companies" means Chemviron Carbon Limited and each of its Subsidiaries (as defined in the Deed) from time to time;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Charging Company or in which a Charging Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 5 of the schedule (*Details of Security Assets*) hereto);

"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 each 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 (including, without limitation, the intellectual property rights (if any) specified in part 3 of the schedule (*Details of Security Assets*) hereto);

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"JP Morgan Accounts Agreement" means the agreement dated 18 August 2006 made between, amongst others, the European Administrative Agent, JP Morgan Chase Bank N.A, London branch and Chemviron Carbon Limited (all terms as defined in the Credit Agreement);

"JP Morgan Receivables Accounts" means together the bank accounts with sort code 60-92-94 and account numbers 34613701, 34613702 and 34613703, any other account designated as such by the European Administrative Agent and/or the US Administrative Agent in their sole discretion and any account so deemed pursuant to the terms of the Credit Agreement (all terms as defined in the Credit Agreement);

"Loan Document" has the meaning given to that term in the Credit Agreement;

"Permitted Encumbrances" has the meaning given to that term in the Credit Agreement;

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 18 August 2006 or in future belonging to any Charging Company, or in which any 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 the schedule (*Details of Security Assets*) hereto), 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;

"RBS Operations Account" means together the bank accounts with sort code 16-24-06 and account numbers 10125663, 10687734, 10147632 and 10301585, any other account designated as such by the European Administrative Agent and/or the US Administrative Agent in their sole discretion and any account so deemed pursuant to the terms of the Facility Agreement (all terms as defined in the Credit Agreement).

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the European Administrative Agent under the Deed;

"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;

"Relevant Contract" means each agreement specified in part 4 of the schedule (*Details of Security Assets*) hereto together with each other agreement supplementing or amending or novating or replacing the same;

"Secured Parties" has the meaning given to that term in the Security Trust Deed (as defined in the Deed);

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"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; and

"Security Period" means the period beginning 18 August 2006 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 Loan Documents.

SCHEDULE

Details of Security Assets

Part 1 - Property

Registered land

None

Unregistered Leases

Charging Company	Address	Lease Details
Leasehold Property		
Sutcliffe Speakman Limited	Premises at Lockett Road, Ashton-in-Makerfield (Edgar House)	Lease dated 22 January 2003 between Langtree Group plc (1) and Sutcliffe Speakman Limited (2) for a term of 15 years.

Part 2 - Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Sutcliffe Speakman Limited	Lakeland Processing Limited	Ordinary £1	2	2

Name of company

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* SUTCLIFFE SPEAKMAN LIMITED (the "Company")

Part 3 - Intellectual Property

None

Part 4 - Relevant Contracts

None

Part 5 - Insurances

None

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

2. FIXED SECURITY**2.1 Fixed charges**

Subject to clause 4.6 of the Deed, the Company charged and agreed 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 it, 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 the schedule (*Details of Security Assets*) hereto; and

(ii) all other Property (if any) at 18 August 2006 vested in, or charged to, the 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

Name of company

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(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,

other than any which are for the time being part of the Company's stock-in-trade or work-in-progress);

(e) by way of:

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

(ii) first fixed charge all other Charged Securities (not charged by clause 4.1(e)(i) of the Deed),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the 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 of the Company 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:

(i) the Intellectual Property (if any) specified in part 3 of the schedule (*Details of Security Assets*) hereto; and

(ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i) of the Deed);

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*) of the Deed, by way 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 Company or the use of any of its assets; and

(ii) any letter of credit issued in favour of the 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 Company.

2.2 SECURITY ASSIGNMENTS

Subject to clause 4.6 of the Deed, the Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;

(b) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and

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

(d) all other Receivables (not assigned under clauses 4.2(a), 4.2(b) or 4.2(c) of the Deed).

Name of company

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To the extent that any Assigned Asset described in clause 4.2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances.

3. FLOATING CHARGE

The Company charged and agreed 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*) of the Deed, clause 4.2 (*Security assignments*) of the Deed 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. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The European Administrative Agent may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if:

(a) an Event of Default has occurred and is continuing; or

(b) the European Administrative Agent (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company.

4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

(a) in relation to any Security Asset which is subject to a floating charge if:

(i) the Company creates (or attempts or purports to create) any Security Interest (other than a Permitted Encumbrances) on or over the relevant Security Asset without the prior written consent of the European Administrative Agent; or

(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

(b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the European Administrative Agent receives notice of intention to appoint such an administrator.

4.4 Partial conversion

The giving of a notice by the European Administrative Agent pursuant to clause 6.1 (*Conversion by notice*) of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the European Administrative Agent to serve similar notices in respect of any other class of assets or of any other right of the European Administrative Agent and/or the other Secured Parties.

5. CONTINUING SECURITY

Name of company

*insert full name
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* SUTCLIFFE SPEAKMAN LIMITED (the "Company")

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the European Administrative Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

5.3 Right to enforce

The Deed may be enforced against each or any Charging Company without the European Administrative Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.

6. UNDERTAKINGS BY THE CHARGING COMPANIES

6.1 Restrictions on dealing

The Company shall not do or agree to do any of the following:

(a) create or permit to subsist any Security Interest on any Security Asset except a Permitted Encumbrance without the prior written consent of the European Administrative Agent;

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

6.2 Dealings with and realisation of Receivables and operation of Security Accounts

(a) The Company shall:

(i) without prejudice to clause 11.1 (*Restrictions on dealing*) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the European Administrative Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable (other than as permitted under the Loan Documents);

(ii) collect all Receivables promptly in the ordinary course of trading as agent for the European Administrative Agent and immediately upon receipt pay all monies which it receives in respect of the Receivables into:

(A) the Barclays Accounts (insofar as such Receivables relate to customer invoices prior to the date of the Deed), or the JP Morgan Receivables Accounts as specified in section 5.15 of the Credit Agreement; or

(B) such other account(s) with such other bank as the European Administrative Agent may from time to time direct,

Provided that the Company shall use its reasonable endeavours to procure that customers make payments in respect of existing invoices at the date of the Deed to the JP Morgan Receivables Accounts (each such account together with all additions to or renewals or replacements thereof (in whatever currency) being a "Security Account") and pending such payment, hold all monies so received upon trust for the European Administrative Agent.

(b) The Company shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any of the JP Morgan Receivables Accounts without the prior written consent of the European Administrative Agent and the European Administrative Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

(c) The Company shall deal with the Receivables (both collected and uncollected) and the JP Morgan Receivables Accounts in accordance with any directions given in writing from time to time by the European Administrative Agent and, in default of and subject to such directions, in accordance with the Deed.

(d) The Company shall be entitled to deal with the Barclays Accounts and the RBS Operations Accounts in accordance with the terms of the notices issued in the form set out in Schedule 5 to the Deed.

(e) The Company acknowledged the terms and conditions of the JP Morgan Account Agreement with respect to the operation of the JP

Name of company

*insert full name
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* SUTCLIFFE SPEAKMAN LIMITED (the "Company")

Morgan Receivables Accounts.

(f) The Company shall deliver to the European Administrative Agent such information as to the amount and nature of its Receivables as the European Administrative Agent may from time to time reasonably require (taking into account the requirements of the Loan Documents).

7. FURTHER ASSURANCES

7.1 Further action

The Company shall, at its own expense, promptly take whatever action the European Administrative Agent or a Receiver may reasonably require for:

(a) creating, perfecting or protecting the Security Interests intended to be created by the Deed; and

(b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the European Administrative Agent or any Receiver or Delegate in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the European Administrative Agent or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case the European Administrative Agent may (acting reasonably) think expedient.

7.2 Specific security

Without prejudice to the generality of clause 20.1 (*Further action*) of the Deed, the Company shall forthwith at the request of the European Administrative Agent execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Deed in favour of the European Administrative Agent (including any arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*)) of the Deed in such form as the European Administrative Agent may require.

8. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appoints the European Administrative Agent, each Receiver and any Delegates to be its attorney to take any action which the Company is obliged to take under the Deed, including under clause 20 (*Further assurances*) of the Deed. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 21 of the Deed.

M395 Continuation

Company number

02908113

Name of company

*insert full name
of Company

* SUTCLIFFE SPEAKMAN LIMITED (the "Company")

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02908113

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th AUGUST 2006 AND CREATED BY SUTCLIFFE SPEAKMAN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO JP MORGAN EUROPE LIMITED (AS EUROPEAN ADMINISTRATIVE AGENT FOR THE SECURED PARTIES) 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 ACT 1985 ON THE 1st SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2006.

[Handwritten signature]



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES