

# M

CHFP025

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\*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.

805608/13

# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03647587

Name of company

\* Automotive Performance Technologies Limited ("Company")

Date of creation of the charge

20 November 2008

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

Guarantee and Debenture

Amount secured by the mortgage or charge

1. All moneys and all obligations and liabilities now or hereafter due, owing or incurred by the Company to Venture Finance plc ("Venture") whether express or implied, present, future or contingent, joint or several, incurred as principal or surety denominated in whatever currency or incurred on any banking account or in any manner whatsoever, including without limitations, all indebtedness under or pursuant to the Finance Documents when the same become due for payment or discharge and interest (as well after as before judgment) to date of payment at such rates and upon terms as may from time to time be payable and all commission, fees, expenses and other charges and all legal and other costs when the same became due for payment or discharge.

2. In addition to its covenant to pay, the Company irrevocably and unconditionally:

2.1 guarantees the due performance by each and every other Security Obligor of all its obligations to Venture including, without limitation, under or pursuant to the Finance Documents; and

2.2 guarantees the payment of all moneys now or hereafter due, owing or incurred to Venture including, without limitation, under or pursuant to the Finance Documents by each other Security Obligor; and  
(see continuation sheet)

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

Venture Finance plc (company number 2281768) whose registered office is at  
Sheencroft House, 10-12 Church Road, Haywards Heath, West Sussex

Postcode RH16 3SN

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

HBJ Gateley Wareing LLP  
One Eleven  
Edmund Street  
Birmingham  
B3 2HJ

KXG/54188.011/3341384/KXG

Time critical reference

For official Use (06/2005)  
Mortgage Section

THURSDAY



\*AA0FY568\*

A35

27/11/2008

224

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company and each Security Obligor with full title guarantee, charges to Venture as a continuing security for the payment and discharge of the Secured Obligations (such that each charge listed below is a separate charge in relation to each Security Obligor):

1. by way of legal mortgage, the Properties (if any) specified in Schedule 2 of the Guarantee and Debenture;
2. by way of equitable mortgage, (to the extent not the subject of a fixed charge by virtue of clause 3.1(a) of the Guarantee and Debenture) all present and future Properties now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor may have an interest;

By way of First Fixed Charge:

3. the Equipment (if any) specified in Schedule 3 of the Guarantee and Debenture, a copy of which is attached and the benefit of all contracts and warranties relating to the same;
4. all Equipment (other than any property specified in Schedule 3 of the Guarantee and Debenture) now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor has an interest and the benefit of all contracts and warranties relating to the same;
5. all Securities now or from time to time hereafter owned by such Security Obligor or in which the Security Obligor has an interest;
6. all debts now or from time to time hereafter owned by such Security Obligor or in which the Security Obligor has an interest (whether originally owing to such Security Obligor or purchased or otherwise acquired by it) other than the Non-Vesting Debts and the Other Debts;
7. any and all amounts from time to time standing to the credit of all present and future accounts of such Security Obligor with any bank, financial institution or other person including, without limitation, the Accounts;

(see continuation sheet)

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Particulars as to commission allowance or discount (note 3)

N/A

Signed *MRT Copley Waring LLP*

Date 25 November 2008

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

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

*† 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.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: **Companies House, Crown Way, Cardiff CF14 3UZ**

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## Particulars of a mortgage or charge (continued)

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

*Please complete  
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in black type, or  
bold block lettering*

Company Number

03647587

Name of Company

Automotive Performance Technologies Limited

XXXXXX

\* delete if  
inappropriate

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

Continued...../

2.3 undertakes that, if for any reason any other Security Obligor fails to discharge any such obligation or to pay any such moneys, it shall immediately on demand by Venture discharge such obligation or, as the case may be, pay such moneys to Venture.

("Secured Obligations")

*Please complete  
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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*

Continued...../

8. all moneys from time to time payable to such Security Obligor under or pursuant to the Insurances including without limitation the right to the refund of any premiums;
9. the proceeds of all other sums of money received by such Security Obligor, other than that specified in clauses 3.1(f) and/or 3.1(h) of the Guarantee and Debenture;
10. the goodwill and uncalled capital of such Security Obligor;
- 11/ the Intellectual Property (if any) specified in Schedule 4 of the Guarantee and Debenture, a copy of which is attached;
12. all Intellectual Property (other than any Intellectual Property specified in Schedule 4 of the Guarantee and Debenture), now or from time to time hereafter owned by the Security Obligor or in which the Security Obligor may have an interest.

**("Fixed Charged Assets")**

**Assignment**

The Company and each Security Obligor with full title guarantee, assigns to Venture absolutely:

- a) the Rentals, together with the benefit of all the rights and remedies of the Security Obligor relating to them; and
- b) the goodwill of the business carried out at the Properties and the Scottish Properties

to be held to Venture subject to reassignment on payment and discharge in full of the Secured Obligations.

**Floating Charge**

The Company and each Security Obligor with full title guarantee, charges to Venture by way of first floating charge as a continuing Security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1, clause 3.2 and clause 3.3 of the Guarantee and Debenture or otherwise pursuant to that deed but including (without limitation and whether or not so effectively charged) any of its property, assets and rights situated in Scotland. In addition, the Scottish Security Obligor is to enter into the Scottish Floating Charge.

**("Charged Assets")**

**Negative Pledge**

The Company and each Security Obligor covenants that it will not:

- a) dispose of all or any of its Properties or the Scottish Properties in whole or in part;
- b) dispose of all or any of the Equipment specified in Schedule 3 of the Guarantee and Debenture except for disposals for which Venture's consent has been requested in the form set out in Schedule 5 Part 1 of the Guarantee and Debenture, a copy of which is attached and expressly granted by Venture in the form set out in Schedule 5 Part 2 of the Guarantee and Debenture, a copy of which is attached;
- c) dispose of all or any of the Fixed Charge Assets without the prior written consent of Venture;
- d) dispose of its Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of the deed otherwise than for full value in the ordinary course of business; and
- e) create or attempt to create or permit to subsist in favour of any person other than Venture any Encumbrance on or affecting the Charged Assets or any part thereof except a lien arising by operation of law in the ordinary course of trading over property other than land.

(see continuation sheet)

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

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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

03647587

Name of Company

Automotive Performance Technologies Limited

~~XXXXXX~~

\* delete if  
inappropriate

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

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

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

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**Definitions**

"Account" means each account other than any Trust Account and/or the Receivables Account from time to time opened or maintained by a Security Obligor at such branch of the Account Bank as Venture may approve and all rights, benefits and proceeds in respect of such account;

"Account Bank" means any bank which a Security Obligor maintains a Receivables Account or one or more Accounts;

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;

"Debt" means the same definition as that given in the Master Facilities Agreement;

"disposal" includes any sale, lease, sub-lease, assignment or transfer, Encumbrance, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any Intellectual Property, and any agreement or attempt to do any of the foregoing and "dispose" and "disposition" shall be construed accordingly;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;

"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP;

"Finance Documents" means the same definition as that given in the Master Facilities Agreement;

"GAAP" means accounting principles which are for the time being generally acceptable in the United Kingdom;

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent;

"Insurances" means, in relation to a Security Obligor, all present and future contracts or policies of insurance (including life assurance policies) taken out by that Security Obligor or in which that Security Obligor from time to time has an interest;

"Intellectual Property" means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual and intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including all renewals, revivals or extensions thereof and wherever in the world subsisting;

"Inventory" means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplied of any kind, nature or description used in connection with a Security Obligor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them;

"Leases" means all agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property or Scottish Property (as the case may be) is subject from time to time and "Lease" shall be construed accordingly;

"Master Facilities Agreement" means the master facilities agreement entered into by Alcon Components Limited (the "Obligor") and Venture on or around the date of the Guarantee and Debenture pursuant to which certain asset based lending facilities and Debt purchase facilities are provided to the Obligor;

(see continuation sheet)

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

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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

03647587

Name of Company

Automotive Performance Technologies Limited

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

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

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"**Obligor**" means Alcon Components Limited, registered number 02613471 whose registered address is Apollo, Lichfield Road Industrial Estate, Tamworth, Staffordshire, B79 7TN and "**Obligors**" means any one of them;

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"**Property**" means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interest in an over such property or the process of sale of such property and all buildings and fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and "**Properties**" means all or any of the same, as the context requires;

"**Receivables Account**" means the account with a Security Obligor's bank, financial institution or other person to which proceeds of realisation of Other Debts are to be paid;

"**Rentals**" means all rents, profits, income, fees and other sums at any time and from time to time payable by any tenants, under-tenants or licencees to a Security Obligor pursuant to the terms of a Lease excluding any sums payable in respect of (a) services provided to tenants, under-tenants or licencees (b) insurance premiums and (c) reasonable professional fees and expenses;

"**Scottish Floating Charge**" means the floating charge in Scottish form to be entered into by the Scottish Security Obligors in favour of Venture on or around even date;

"**Scottish Property**" means heritable and leasehold property situated in Scotland, and includes all liens, charges, options, agreement, rights and interest in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and "**Scottish Properties**" means all or any of the same, as the context requires;

"**Scottish Security Obligors**" means each of the companies details of which are listed in Schedule 1 Part 3 of the Guarantee and Debenture and any other company which subsequently becomes a party to this pursuant to a Supplemental Deed and "**Scottish Security Obligor**" means any one of them;

"**Security Obligors**" means each of the companies details of which are listed in Schedule 1 Part 2 of the Guarantee and Debenture being Alcon Components Limited and Automotive Performance Technologies Limited and any other company which subsequently becomes a party to the deed pursuant to a Supplemental Deed and the "**Security Obligor**" means any one of them;

"**Securities**" means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof;

"**Supplemental Deed**" means a deed supplemental to the Guarantee and Debenture in form and substance satisfactory to Venture by virtue of which a company becomes bound by the Guarantee and Debenture in the capacity of a Security Obligor

**SCHEDULE 1**

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**Part 2**

**Security Obligors**

<b>Name</b>	<b>Registered Number</b>	<b>Registered Office</b>	<b>Fax Number</b>
ALCON COMPONENTS LIMITED	02613471	Apollo, Lichfield Road Industrial Estate, Tamworth, Staffordshire, B79 7TN	
AUTOMOTIVE PERFORMANCE TECHNOLOGIES LIMITED	03647587	Apollo, Lichfield Road Industrial Estate, Tamworth, Staffordshire, B79 7TN	

**Part 3**

**Scottish Security Obligors**

None

### **SCHEDULE 3**

#### **Equipment**

<b>Item</b>	<b>Qty</b>	
		<b>WORKS</b>
1	1	Hermle C20U VMC Serial No. 17989
	1	Erowa Robot Easy Small Pallett Changer
	1	Burener Coolant System Serial No. 06/383671.1/2 Year: 2006
2	1	Hitachi Seiki VS 50/50 Vertical Machining Centre Serial No. VS50348 Year: 1999
3	1	Surtech Double Ended Polisher with Extraction
4	1	Rexon Type DP-200A Single Spindle Bench Drill
5	1	Sharmic Rumbling Barrel
6	1	Burgmaster Turret Drill Serial No: 35-6717-515
7	1	Mori Seiki MH-40 Horizontal CNC Machining Centre, Twin Pallet with MF-M6 Control Serial No: 944/3073784 Year: 1993



8	1	Mori Seiki MH-40 Horizontal CNC Machining Centre, Twin Pallet with Fanuc Series O-M Control Serial No: 8906623
9	1	Pollard Model 150A/4 Four Spindle Pillar Drill Serial No: 30279A
10	1	Burgmaster Turret Drilling Machine
11	1	Tos Kurim FNK 25A Turret Milling Machine Serial No: 11160 Year: 1985 with Acu-Rite 3 Axis Digital Read Out
12	1	Tos Kurim FNK 25A Turret Milling Machine Serial No: 29535 Year: 1983 with Heidenhain 3 Axis Digital Read Out
13	1	Jones and Shipman 540 Surface Grinder Serial No: B0 75949
14	1	Sealey Twin Armhole Sandblast Cabinet
15	1	Harrison M300 Centre Lathe Serial No: 319035
16	1	Speedax 20in Vertical Bandsaw
17	1	Fobco Star Single Spindle Bench Drill Serial No: 42220

18	1	Archdale 2 Spindle Pillar Drill
19	1	Herbert 2D Auto with Bar Feed Serial No: 37-12445
20	1	Burgmaster Turret Drilling Machine
21	1	Mori Seiki SH-400 CNC Horizontal Maching Centre with MSC-518 Controls Serial No: 306 Year: 1997
22	1	Electro Arc Tap and Drill Destructor Serial No: 577 (Reconditioned 2002)
23	2	Double Ended Bench Grinders
24	1	Milford Double Ended Pedestal Grinder
25	1	Nu Tool Vertical Belt Linisher
26	1	Rexon DP-200A Single Spindle Bench Drill
27	1	Astra Model UE-916A CE Horizontal Band Saw Serial No: 0080787 Year: 2000
28	1	Freddy Industrial Cleaner Serial No: 990826/4284

29	1	Hitachi Seiki VS50 Vertical Machining Centre with Seicos E16M Controls Serial No: 50135 Year: 1998
30	1	Cincinnati Milacron Arrow 500 Vertical CNC Machining Centre Serial No: 7042 A00 RD 1109 Year: 1996 with Acramatic 2100 Controls
31	1	Hitachi Seiki Hi Cell CA2311 CNC Turning Cell Serial No: CA25249 Year: 1999 with Seicos E18T Controls
32	1	Hitachi Seiki Hi Cell CA2311 CNC Turning Cell Serial No: CA23125 Year: 1990
33	1	Churchill Vertical Ring Grinder Serial No: RBY 25161
34	1	Churchill Vertical Ring Grinder Serial No: S31009
35	1	Pickstone Single Door Oven
36	1	Vixen Surface Treatments Jet Wash Cabinet
37	1	Minuteman 200X Floor Scrubber Serial No: XMC20000CE0819
38	1	Suga ST-300 Slant Bed CNC Lathe

Serial No: E582

39	1	Suga ST-300 Slant Bed CNC LatheSerial No: E-602 with Fanuc System 10T Controls
40	1	Mori Seiki SL-300A CNC Slant Bed Lathe Serial No: 81 Year: 1997 with MSC-18 Controls
41	1	Feeler FTC30 CNC Slant Bed Lathe Serial No: TE181 Year: 2001 with Fanuc Series O-T Controls
42	1	Feeler FV1000 CNC Vertical Machine Centre with ATC Serial No: VDNX114 Year: 2000 with Mitsubishi Controls
43	1	Cincinnati Milacron Sabre 750 CNC Vertical Machine Centre Serial No: 7029-F00-RH-0707 with Fanuc Series O-M Controls
44	1	Fobco Star Single Spindle Bench Drill
45	1	JB Electric Furnace
46	1	Snow RT 400 Ring Grinder Serial No: 8299
47	1	Dalmec Floor Mounted Hoist 80kg

48	1	Berridge Dry Back Spray Booth
49	1	Pre-Fabricated Bedding Machine
50	1	BTD Model SVIEF Balancing Machine Serial No: V1118EF Year: 1999
51	1	Pro Pen P3000/dPN Traceability Machine Serial No: 03-12-04958 Year: 2003

52	1	Chester Bench Drill
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#### **RESEARCH AND DEVELOPMENT**

53	1	Taylor Hobson Talyrond 265 Checking Machine Serial No: TR265-3362
54	1	Colchester Triumph 2000 Centre Lathe with Mitutoyo 2 Axis Digital Read Out
55	1	Tos Kurim FNK 25 Turret Milling Machine Serial No: 24960 Year: 1979 with Heidenhain 3 Axis Digital Read Out
56	1	RJH Lapping Machine
57	1	Genlab Oven

58	1	LTE OP60 Oven
59	1	2 Post Vehicle Lift, 5400kg Capacity Serial No: BOB04B001
60	1	Draper Receiver Mounted Air Compressor
61	1	Hand Lever Shear
62	1	Mechtrix Dynamometer Brake Tester Serial No: 586/7977 with C & W Electronics Controls and Associated Computer Equipment

#### **QUALITY ASSURANCE**

63	1	Brinell Model HB-3000B Hardness Tester
64	1	Mitutoyo PJ-A3000 Profile Projector Serial No: 240141
65	1	Granite Table with TRMOS 600+ Digital Height Gauge
66	1	Mitutoyo SJ400 Digital Gauge
67	1	Mitutoyo BN710 Co-Ordinate Measuring Machine
68	1	Brown and Sharp Co-ordinate Measuring Machine with Associated EquipmentSerial No: 0697-1361

### **ASSEMBLY**

69	1	Denbigh Fly Press
70	1	20 Ton Capacity Hydraulic Press
71	1	Balancer
72	1	Lanford Ultrasonic Tank
73	1	Furness FC083 Leak Master
74	1	A1 Qualitek 621 Leak Detector
75	1	Hand Lever Press

### **SIDE ROOM**

76	1	HK Technologies Nd Yag Laser Marker Serial No: LE233 Year: 2004
77	1	Vacu Blast Hand Held Pressure Blast Cabinet
78	1	Schmidt Caliper Assembly Machine
79	1	Sundry Loose Items throuhgout: Inspection Equipment Small Tools Machine Tooling etc

## **YARD**

80	1	Compair L45SR Air Compressor
	1	Compair 30 Air Compressor
	1	Compair Air Dryer
		Airline Equipment throughout



**SCHEDULE 4**  
**INTELLECTUAL PROPERTY**

**Patents**

<b>NUMBER</b>	<b>JURISDICTION</b>	<b>DESCRIPTION</b>
06765161 EP1917170	Europe	Restricted Reverse Flow Device
2428768	UK	Restricted Reverse Flow Device
306245 102920 WO2007/012877A	PCT	Restricted Reverse Flow Device
306245 102920	US	Restricted Reverse Flow Device
0710776	UK	External Spring Clutch
P300364US P45292US00 10/045744 6719113	US	Carbon/Carbon Clutch hub
P302953EP-PCT P47462ATEP 02715493 1468203	AUSTRIA	Air Cooled Caliper
P302953AU-PCT P47462AUPC 2002225142 2002225142	AUSTRALIA	Air Cooled Caliper
P302953EP-PCT	BELGIUM	Air Cooled Caliper

P47462BEEP 02715493 1468203		
P302953EP-PCT P47462CHEP 02715493 1468203	SWITZERLAND	Air Cooled Caliper
P302953EP-PCT P47462CYEP 02715493 1468203	CYPRUS	Air Cooled Caliper
P302953EP-PCT P47462DEEP 02715493 1468203	GERMANY	Air Cooled Caliper
P302953EP-PCT P47462DKEP 02715493 1468203	DENMARK	Air Cooled Caliper
P302953EP-PCT P47462EPPC 02715493 1468203	EUROPEAN PATENT OFFICE	Air Cooled Caliper
P302953EP-PCT P47462ESEP 02715493	SPAIN	Air Cooled Caliper

1468203		
P302953EP-PCT P47462FIEP 02715493 1468203	FINLAND	Air Cooled Caliper
P302953EP-PCT P47462FREP 02715493 1468203	FRANCE	Air Cooled Caliper
P302953EP-PCT P47462GBEP 02715493 1468203	UK	Air Cooled Caliper
P302953EP-PCT P47462GREP 02715493 1468203	GREECE	Air Cooled Caliper
P302953EP-PCT P47462IEEP 02715493 1468203	IRELAND	Air Cooled Caliper
P302953EP-PCT P47462ITEP 02715493 1468203	ITALY	Air Cooled Caliper
P302953JP-PCT	JAPAN	Air Cooled Caliper

P47462JPPC 2003-558365		
P302953EP-PCT P47462LUEP 02715493 1468203	LUXEMBOURG	Air Cooled Caliper
P302953EP-PCT P47462MCEP 02715493 1468203	MONACO	Air Cooled Caliper
P302953EP-PCT P47462NLEP 02715493 1468203	NETHERLANDS	Air Cooled Caliper
P302953PCT P47462PC01 PCT/GB2002/000140	PCT	Through Piston Cooled Caliper
P302953EP-PCT P47462PTEP 02715493 1468203	PORTUGAL	Air Cooled Caliper
P302953EP-PCT P47462SEEP 02715493 1468203	SWEDEN	Air Cooled Caliper
P302953EP-PCT	TURKEY	Air Cooled Caliper



P47462TREP 027154939 1468203		
P302953US-PCT P47462USPC 10/501619 7353919	UNITED STATES	Air Cooled Caliper
P303168DE P48101DE00 DE10034364	GERMANY	Through Piston Cooled Caliper

## TRADE MARKS

TRADE MARK	NUMBER	JURISDICTION	DESCRIPTION
ALCON Logo	M306083 622055 T101300KR00	South Korea	ALCON Logo
ALCON	1584547	UK	ALCON
ALCON	761792	MADRID TRADE MARK:AUSTRALIA, GERMANY, FRANCE, JAPAN	ALCON
ALCON	2604684	US	ALCON
ALCON+QUADRANT Device	2329292	UK	ALCON + QUADRANT Device
ENGINEERING YOUR ADVANTAGE	2324923	UK	ENGINEERING YOUR ADVANTAGE

**SCHEDULE 5**

**Disposal of Charged Assets**

**Part 1**

**Form of letter of Request to dispose of Charged Assets**

To:

Venture Finance Plc  
Sussex House  
Perrymount Road  
Haywards Heath  
West Sussex  
RH16 1DN

Date:

Dear Sirs

We refer to clause 3.1 of the guarantee and debenture dated [• ] granted to you by us ("Debenture").

We hereby request your consent to dispose of [asset] being a Fixed Charged Asset (as defined in the Debenture). We wish to dispose of [asset] to [purchaser] [describe terms].

Please confirm your consent to the above disposal by signing and returning the enclosed letter.

Yours faithfully

.....

for and on behalf of

Alcon Components Limited



**Part 2**

**Form of letter of consent to dispose of Charged Assets**

To:

Alcon Components Limited

Date:

Dear Sirs

We refer to your letter of [date], a copy of which is attached.

We hereby consent to the disposal of [asset] to [purchaser] [on terms] [on the condition that [specify conditions of consent to disposal].

Yours faithfully

.....  
for and on behalf of

Venture Finance Plc



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3647587  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 20 NOVEMBER 2008 AND CREATED BY AUTOMOTIVE  
PERFORMANCE TECHNOLOGIES LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
VENTURE FINANCE PLC 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 27 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 NOVEMBER  
2008



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES