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in black type, or
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*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

374453 / 100

395

A fee of £10 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

1114

02181116

Name of company

* BCE Cellular Extrusions Limited of Waverley, Edgerton Road,
Huddersfield, West Yorkshire, HD3 3AR (the "Company")

Date of creation of the charge

30 April 2004

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

Deed of Accession (the "Deed") to a Composite Guarantee and Trust
Debenture dated 2 March 2004 (the "Debenture")

Amount secured by the mortgage or charge

See Schedule 1

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

See Schedule 2

Postcode

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

Walker Morris Solicitors
Kings Court
12 King Street
LEEDS
LS1 2HL

caw/gdm

Time critical reference

For official Use
Mortgage Section



A07
COMPANIES HOUSE

0657
05/05/04

Short particulars of all the property mortgaged or charged

See Schedule 3

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in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Walter Man

Date

30/4/04

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

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1
AMOUNT SECURED BY THE MORTGAGE OR CHARGE

Each definition shall have the meaning given to it in Appendix 1 unless otherwise defined herein

1

1.1 All monies, obligations and liabilities whether principal, interest or otherwise which are now or at any time hereafter may become due, owing or incurred to the Trustee and/or the Beneficiaries or any of them by the Company and the Chargors or any of them and covenanted and/or guaranteed to be paid or discharged by each Chargor to the Beneficiaries under clause 2 of the Debenture and whether as principal debtor, guarantor, surety or otherwise provided that no obligation or liability shall be included within the definition of "Secured Liabilities" to the extent that if it were so included the Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of section 151 and 152 of the Companies Act 1985.

1.2 Under clause 2 of the Debenture the Company covenanted to pay all monies and liabilities now or in the future due or incurred by the Company to:

1.2.1 The Royal Bank of Scotland plc (on any account whatsoever); or

1.2.2 Lloyds TSB Bank plc (on any account whatsoever)

PROVIDED ALWAYS that payment of the Secured Liabilities direct to the relevant Beneficiary in accordance with the provisions of the relevant Facility Agreement will (subject to clauses 14 and 24 of the Debenture which deal with Waiver of Defences and Set Off and Combination of Accounts respectively) be a good discharge of the covenant.

1.3 Jointly and severally guaranteed to and covenanted with the Trustee for itself and on behalf of each Beneficiary that it will on demand (provided such sums are due and payable) pay to the Trustee or otherwise satisfy and discharge all of the Secured Liabilities due, owing or incurred by any other Chargor to the Trustee and/or Beneficiaries (save for any Secured Liabilities incurred by any Chargor as guarantor for the Chargor concerned) and (as a separate covenant and subject to the same proviso) agreed to indemnify and keep indemnified on a full and unqualified indemnity basis, the Trustee and the Beneficiaries on demand from and against all and any costs, claims, losses or expenses (including VAT thereon) sustained by the Trustee and/or

Beneficiaries as a result of any failure by such Chargor to pay or otherwise satisfy and discharge any such Secured Liabilities or as a result of any of the Secured Liabilities being or becoming invalid, voidable, unenforceable or ineffective for any reason whatsoever.

- 1.4 The guarantees given by the Company as set out in clause 1.2 above are given subject to and with the benefit of the provisions set out in Schedule 3 to the Debenture.

SCHEDULE 2

2

Lloyds TSB Bank plc of 25 Gresham Street, London, EC2V 7HN in its capacity as agent and trustee for the Beneficiaries (as defined in Appendix 1) of the security constituted by the Debenture (in such capacity referred to as the Trustee which expression shall include its successors, assigns or trustees of the trust under which the Debenture is held).

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Each definition shall have the meaning given to it in Appendix 1 unless otherwise defined herein.

3

3.1 By way of first legal mortgage

- (a) the properties now vested in the Company referred to in Appendix 3 (other than any property situated in Scotland) and/or the proceeds of sale thereof together with all buildings fixtures (including trade fixtures) and fixed plant and machinery at any time thereon (whether under any agreement, option, licence, charge, lien or otherwise) other than the Mortgaged Chattels and the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants; and
- (b) all other interests or estates in any freehold or leasehold properties belonging to the Company at the date hereof (other than any property situated in Scotland);

3.2 by way of specific equitable charge all estates or interests in any freehold or leasehold properties (except the properties referred to in clauses 3.1(a) and 3.1(b) above and any properties situated in Scotland) at any time hereafter during the Security Period belonging to or charged to the Company and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

3.3 by way of first fixed mortgage by assignment (subject always to reassignment upon redemption):

- (a) all book debts and other debts and other monetary claims whether actual or contingent now or at any time during the Security Period due or owing to the Company and the benefit of all things in action due or owing to or purchased or otherwise acquired by the Company or to or in which the Company may now or at any time hereafter be or become entitled or interested, together with the full benefit of all rights and remedies relating thereto including, but not limited to, any negotiable or non-negotiable instruments, guarantees, bonds, indemnities, debentures, legal and

equitable charges and other security, reservation or proprietary rights, rights of tracing, liens and all other rights and remedies of whatsoever nature in respect of the same;

- (b) all credit balances and bank deposits with any version including, without prejudice to the generality of the foregoing, all sums standing to the credit of the Designated Account; and
- (c) all the plant and machinery, vehicles, computers and other equipment of the Company now or hereafter owned by the Company and all spare parts, replacements, modifications and additions for or to the same and the full benefit of all warranties and maintenance contracts in relation thereto;

but excluding any of the same for the time being forming part of the Company's stock in trade or work in progress.

3.4 by way of first fixed charge:

- (a) all stocks, shares, securities or other interests (together with all rights in respect thereof or incidental thereto) whether marketable or otherwise now or at any time during the Security Period belonging to the Company (other than any shares in companies incorporated in Scotland);
- (b) the full benefit of all present and future Insurances and all proceeds thereof and all bonuses and other moneys, benefits and advantages that may be or become payable or accrue thereunder or under any substituted policy and all the right, title and interest whatsoever of the Company therein together with all rights and remedies relating thereto;
- (a) all its present and future Intellectual Property Rights;
- (b) the benefit of all or any licences presently held or hereafter acquired by the Company in connection with its business or the use of any of the Charged Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (c) any beneficial interest, claim or entitlement of the Company in any pension fund;
- (d) the goodwill and the uncalled capital of the Company both present and

future; and

- (e) all amounts realised upon the enforcement or execution of any order of the court in favour of the Company under sections 212, 213, 214, 238, 239, 244 and/or 423 of the Insolvency Act 1986;

3.5 By way of floating charge the undertaking and all property, assets and rights of the Company whatsoever and wheresoever both present and future (including without limitation the property, assets and rights of the Company referred to in clauses 3.1 to 3.4 (inclusive) if and in so far as such mortgages and/or charges therein comprised or any part or parts of the same shall be for any reason ineffective as such) and (for the avoidance of doubt) the floating charge hereby created extends over the whole assets and undertaking of the Company situate in or governed by the laws of Scotland, including those subject to any fixed charge in favour of the Trustee;

in each case on the terms set out in the Debenture (as if the same were set out in the Deed and repeated verbatim).

4

4.1 By clause 3.2 of the Debenture the Company covenanted that it would not during the Security Period without the prior consent in writing of the Trustee:

4.1.1 create or permit to exist any encumbrance on or affecting the Charged Assets ranking in priority to or pari passu with any charge created by the Debenture; or

4.1.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not the whole or any material part of the Charged Assets save for disposals in the ordinary course of business of any Charged Assets which are subject only to the floating charge comprised in clause 3.5 above before that charge has crystallised;

4.2 None of the foregoing prohibitions in clause 3.2 of the Debenture shall be construed as limiting any powers exercisable by any Receiver appointed under the Debenture as the agent of any Chargor.

4.3 The Trustee may at any time by notice to any Chargor convert the floating charge comprised in paragraph 3.5 above into a specific charge as regards any Charged Assets specified in that notice which the Trustee shall consider to be in danger of being seized or sold under any form of distress, attachment or execution levied or threatened or to be

otherwise to be in jeopardy and may appoint a Receiver thereof.

- 4.4 Service of a notice by the Trustee pursuant to paragraph 4.3 above in relation to any class of the Charged Assets shall not be construed as a waiver or abandonment of the Trustee's right to serve similar notices in respect of any other class of the Charged Assets or of any other of the rights of the Trustee and/or any of the Beneficiaries hereunder.

5 Notes

- (i) By clause 4.6 of the Debenture the Company covenanted with the Trustee that it would apply all monies which may at any time be received or receivable under any insurances (whether effected by the Chargor or the Trustee and whether or not effected in pursuance of the covenants in this clause) in replacing, restoring or reinstating the Charged Assets in respect of which the moneys were received, or if so required by the Trustee after any demand hereunder towards the discharge of the moneys hereby secured.
- (ii) The Trustee and the Beneficiaries shall each have a full and unfettered right to assign the whole or any part of the benefit of the Debenture to any Beneficiary.
- (iii) The Debenture contains the power to appoint a receiver and manager of receivers.
- (iv) The Debenture contains a power of attorney.

APPENDIX 1

DEFINITIONS

Beneficiaries means RBS and LTSB or any person to whom all or any part of the benefit of any of the charged created by the Debenture are assigned pursuant to the provisions of the Debenture;

Charged Assets means all assets, rights and property of the Chargors the subject of any security created hereby or pursuant hereto and each and every item included therein or part or parts thereof;

Chargors means the companies details of which are set out in Appendix 2 (and each a **Chargor**);

Discharge Date means the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

Facility Agreements means the RBS Facility Agreement, the LTSB Overdraft Facility and the LTSB Revolving Loan Facility;

HW Group means Heywood Williams Group Plc;

Insurances all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Chargors or (to the extent of such interest) in which any of the Chargors has an interest;

Intellectual Property Rights means rights of any description (whether registered or capable of registration or otherwise) and applications and rights to apply for registration in and to patents, trade and service marks and all goodwill associated therewith, registered designs, design rights, copyright, trade names, business names, inventions, discoveries, improvements, processes, techniques, trade secrets, know-how and confidential information and all similar and/or equivalent rights, including all rights under any agreements to use any of the above, licences and permissions relating thereto and pending applications for registration or recording thereof;

LTSB means Lloyds TSB Bank Plc;

LTSB Overdraft Facility means an agreement dated 9 October 2003 between LTSB and HW Group relating to the provision by LTSB of overdraft and other working capital facilities to certain of the Chargors, as the same may be extended, renewed, restated, amended, varied, supplemented or replaced

from time to time;

LTSB Revolving Loan Facility means an agreement dated 24 February 2000 as subsequently amended by letters dated 21 July 2000, 26 June 2001 and 6 September 2002 between LTSB and HW Group as the same may be extended, renewed, restated, amended, varied, supplemented or replaced from time to time;

Mortgaged Chattels means those of the Charged Assets and each and every part or parts thereof charged by clause 3.1.3(c) of the Debenture;

RBS means The Royal Bank of Scotland plc;

RBS Facility Agreement means an agreement dated 25 February 2003 between RBS and HW Group as the same may be extended, renewed, amended, varied, supplemented or replace from time to time;

Receiver means a receiver and manager or (if the Trustee so specifies in the appointment) an administrative receiver appointed by the Trustee hereunder, provided always that any reference to an administrative receiver is only applicable where there is no prohibition on appointing an administrative receiver by section 72A of the Insolvency Act 1986);

Secured Liabilities means all monies, obligations and liabilities whether principal, interest or otherwise which are now or at any time hereafter may become due, owing or incurred to the Trustee and/or Beneficiaries or any of them by the Chargors or any of them and covenanted and/or guaranteed to be paid or discharged by each Chargor to the Beneficiaries under clause 2 of the Debenture whether as principal debtor, guarantor, surety or otherwise Provided that no obligation or liability shall be included within the definition of "Secured Liabilities" to the extent that if it were so included the Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of section 151 and 152 of the Companies Act 1985;

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

VAT means value added tax.

APPENDIX 2

CHARGORS

| Name | Registered Number | Registered Office |
|--|-------------------|---|
| Heywood Williams Group plc | 0109354 | Waverley, Edgerton Road, Huddersfield, West Yorkshire, HD3 3AR |
| pvconline Limited | 03922951 | Waverley, Edgerton Road, Huddersfield, West Yorkshire, HD3 3AR |
| Planet Overseas Holdings Limited | 01747198 | Waverley, Edgerton Road, Huddersfield, West Yorkshire, HD3 3AR |
| HW Fabrication Limited | 01523953 | Waverley, Edgerton Road, Huddersfield, West Yorkshire, HD3 3AR |
| HW Plastics Limited | 00995976 | Waverley, Edgerton Road, Huddersfield, West Yorkshire, HD3 3AR |
| Heywood Williams Components Limited | 02523354 | Waverley, Edgerton Road, Huddersfield, West Yorkshire, HD3 3AR |
| Clayton Glass Co Limited | 00559818 | Waverley, Edgerton Road, Huddersfield, West Yorkshire, HD3 3AR |

And each company which enters into a deed of accession.

APPENDIX 3

THE CHARGED PROPERTIES

| Chargor | Property Description | Title Number |
|-------------------------------------|---|----------------------|
| H W Plastics Limited | Main Factory, Hurdsfield Industrial Estate, Macclesfield. | CH 420509 |
| Heywood Williams Plastics Limited | Bartley Way, Telford Way Industrial Estate, Kettering | NN94753 |
| Heywood Williams Components Limited | 1 Brunel Close, Daventry | NN102129 |
| Heywood Williams Components Limited | Sopwith Way, Daventry | NN137276 NN140439 |
| Heywood Williams Components Limited | 11 Brunel Close, Daventry | NN120119 |
| H W Fabrication Limited | Rectory Road, Upton upon Severn | HW163125 HW181637 |
| H W Plastics Limited | Lysaghts Park, Normanby Road, Scunthorpe | HS234284 HS302899 |
| Clayton Glass Co Limited | 8 Tanfield Lea, Stanley, Durham | DU256282 |

NOT IN Dtd

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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. 02181116

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION TO A COMPOSITE GUARANTEE AND TRUST DEBENTURE DATED 2 MARCH 2004 DATED THE 30th APRIL 2004 AND CREATED BY BCE CELLULAR EXTRUSIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND THE CHARGORS TO THE TRUSTEE AND/OR THE BENEFICIARIES OR ANY OF THEM 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 5th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MAY 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —