

# M

CHFP025

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Please complete  
legibly, preferably  
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)

Name of company

A1 PLASTIC EXTRUSIONS LIMITED

Date of creation of the charge

16<sup>th</sup> April 2007

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

Mortgage Debenture (the "Debenture")

Amount secured by the mortgage or charge

All monies, obligations and other liabilities (actual or contingent, present or future) from time to time due, owing or incurred by the Company to Enterprise (as defined below) under or in connection with the commercial finance agreement (the "Commercial Finance Agreement") made between Enterprise and the Company dated 26<sup>th</sup> March 2007 (as the same may be amended, varied, novated or replaced from time to time and incorporating the terms and conditions signed by Enterprise and the Company), the Debenture or otherwise howsoever and whether as principal or surety and on any account whatsoever

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

Bank of Ireland trading as Enterprise Finance Europe (registered number C-1)  
4<sup>th</sup> Floor, South Central, 11 Peter Street, Manchester

Postcode M2 5QR

Presentor's name address and  
reference (if any)  
David James

Enterprise Finance Europe  
4<sup>th</sup> floor, South Central  
11 Peter Street  
Manchester

Time critical reference

m2 5QR.

For official Use (02/00)  
Mortgage Section

Post room

THURSDAY



A37

19/04/2007  
COMPANIES HOUSE

368

Short particulars of all the property mortgaged or charged

**All defined terms are set out at the end of this form 395**

1 By way of legal mortgage all freehold and leasehold property now vested in the Company (including but not limited to and/or the proceeds of sale thereof)

2 By way of fixed charge

a) all estates or interests in any freehold and leasehold property (other than such property effectively mortgaged under paragraph 1 above) from time to time belonging to or charged to the Company, all licences from time to time held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and/or the proceeds of sale thereof, (the assets charged by paragraphs 1 and 2(a) referred to together as the "Charged Property"),

b) all of the Company's other plant, machinery, vehicles, computers and office and other continued

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed David James

Date

17/4/07

On behalf of mortgagee

*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 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 situated 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.

Name of company

\* insert full name  
of company

A1 PLASTIC EXTRUSIONS LIMITED

## Addendum

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

all of the Company's other plant, machinery, vehicles, computers and office and other equipment both present and future and all related spare parts, equipment, tools, and fuels and in each case the proceeds of sale thereof,

c) all Property Rights from time to time belonging to the Company and the proceeds of sale thereof and all right, title and interest of the Company to, and in the proceeds of, all present and future insurance and assurance policies (including any rights of subrogation arising therefrom),

d)

(i) all Purchased Debts to the extent that they fail to vest absolutely in Enterprise pursuant to the Commercial Finance Agreement for any reason,

(ii) all Other Debts, and

(iii) all proceeds and remittances received in respect of Purchased Debts and Other Debts,

e) all right and interest of the Company in any Trust Account and all sums standing to the credit thereof,

f) all Securities together with all bills of exchange, promissory notes, negotiable instruments, loan capital indebtedness or liabilities on any account or in any manner from time to time owing to the Company,

g) all Intellectual Property Rights from time to time belonging to the Company,

h) all the uncalled capital and goodwill (which shall include all brand names) from time to time belonging to the Company,

i) all the benefit of, and rights under, or in respect of, all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Company (including any contract for sale of or other dealing with any of the Charged Assets),

j) all amounts realised by the Company, its liquidator or administrator upon the enforcement or execution of any order of the court under sections 212, 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986, and

k) all the Company's present and future rights to recover any value added tax on any supplies made to it and any sums so recovered

3 By way of floating charge the Company's undertaking and all its other property, assets and rights, present or future including, without limitation, all Cash at Bank, the stock-in-trade of the Company and the property, assets and rights charged via paragraphs 1 and 2 (inclusive) above, if and insofar as such charges shall for any reason be ineffective as fixed charges or security

**Negative Pledge**

Under the terms of the Debenture the Company covenants and agrees that it shall not, without the prior written consent of Enterprise, create, attempt to create, agree to create or permit to subsist any Security Interest in any of the Charged Assets or permit any other proprietary right, right to occupy or interest therein to arise on or affect any of the Charged Assets

Name of company

\* insert full name  
of company

A1 PLASTIC EXTRUSIONS LIMITED

**Definitions**

**"Associated Rights"** means any of the following

- (i) all the Company's rights under the Contract of Sale giving rise to a Debt, or
- (ii) the benefit of all guarantees, indemnities, insurances and securities given to or held by the Company in relation to such Debt, or
- (iii) all cheques, bills of exchange and other instruments held by or available to the Company in relation to such Debt, or
- (iv) the ownership of any Returned Goods relating to such Debt, or
- (v) the ledgers, computer data, records and documents on or by which such Debt is recorded or evidenced,

**"Cash at Bank"** means all or any deposits, credit balances and other sums with any bank or financial institution and the accounts in respect of the same, but excluding any Trust Accounts,

**"Charged Assets"** means all property, assets, business, undertaking, rights or documents which are the subject of a Security Interest created under or pursuant to this Deed,

**"Contract of Sale"** means a contract in any form, including a purchase order, for the supply of goods (and where the context so admits the provision of any services) by the Company or the provision of goods by the Company for hiring

**"Debt"** means any obligation (present, future or contingent) of a Debtor to make payment under a Contract of Sale, including

- (i) the future right to recover sums due following the determination, assessment or agreement of the amount of the obligation,
- (ii) VAT,
- (iii) all duties and charges, and
- (iv) interest

together with its Associated Rights or where the context allows a part of such obligation or its Associated Rights

**"Debtor"** means a person who has incurred or may incur an obligation to the Company under a Contract of Sale or a future Contract of Sale

**"Intellectual Property Rights"** means all patents, patent applications, trademarks and service marks (howsoever styled or represented), designs, design rights, copyrights, confidential information, know-how and all other intellectual property rights in each case with the benefit of any licences or other agreements relating to the use or exploitation of rights of any such nature whether owned by the Company or any third party,

**"Other Debts"** means all amounts now or at any time in the future owing or becoming due to the Company on any account whatsoever (together with the Associated Rights relating thereto) other than the Purchased Debts and Cash at Bank,

**"Property Rights"** means the benefit of all contracts, agreements, leases, licences and covenants given or made by any person in connection with the use or occupation of the Charged Property (or any part thereof) or the construction, repair or maintenance of any building thereon and the benefit of any guarantees, indemnities or similar instruments given or made in connection with the same including, without limitation, all right, title and interest of the Company to any rental income, licence fees and any other such income,

**"Purchased Debt"** means a Debt (together with the Associated Rights) purchased or purported to be purchased by Enterprise pursuant to the Commercial Finance Agreement,

**"Returned Goods"** means any goods relating to or purporting to comply with a Contract of Sale which any Debtor shall for any reason reject, return or attempt to return or which are recovered from a Debtor,

Company number

04859429

Name of company

\* insert full name  
of company

A1 PLASTIC EXTRUSIONS LIMITED

**"Securities"** means all stocks, shares and/or other securities from time to time legally and/or beneficially owned by the Company or any nominee for the Company including without limitation all dividends, benefits, property, rights, monies, credits, rebates, refunds and other distributions paid or payable in respect thereof whether by way of bonus, capitalisation, preference, option, redemption or otherwise,

**"Security Interest"** means any mortgage, charge, pledge, lien, encumbrance, trust arrangement, right of set-off, contractual arrangement or assignment having the effect of security, conditional sale or retention of title agreement or other security interest howsoever created or arising,

**"Trust Account"** means a bank account in the name of the Company which is held by the Company in trust for Enterprise in relation to which officers of Enterprise have an irrevocable signing mandate

**FILE COPY**



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

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

COMPANY No 04859429

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 16th APRIL 2007 AND CREATED BY A1 PLASTIC EXTRUSIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF IRELAND TRADING AS ENTERPRISE FINANCE EUROPE 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 19th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th APRIL 2007



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES