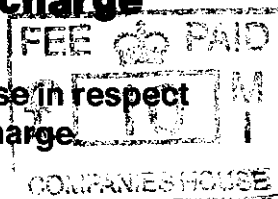


**Particulars of a mortgage or charge**

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

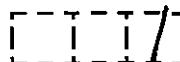
**395**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00169249

Name of company

\* API GROUP PLC ("COMPANY")

Date of creation of the charge

29 January 2003

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

Debenture containing fixed and floating charges ("Debenture").

Please see Annexure 3 to this Form M395 for further details.

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 each Charging Company to the Security Trustee and the Security Beneficiaries (or any of them) under the Finance Documents to which such Charging Company is a party 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 Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations").

All capitalised terms, unless herein defined, shall have the meaning given to them in the Schedule to this Form M395.

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

Barclays Bank PLC, PO Box 228, 51 Mosley Street, Manchester in its capacity as security trustee for the Security Beneficiaries ("Security Trustee")

Postcode M60 3DQ

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

DLA  
101 Barbirolli Square  
Manchester  
M2 3DL

Ref: 1302DP04.63476.120061

Time critical reference

For official Use  
Mortgage Section

Post room

JMA  
COMPANIES HOUSE

\*JCXY5IKX\*

0219  
18/02/03

Please see Annexure 1 to this Form M395.

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

OLA

Date

17<sup>th</sup> February 2003

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

API GROUP PLC

ANNEXURE 1 TO FORM M395

**Short particulars of property mortgaged or charged**

1. The Company has charged and agreed to charge with full title guarantee all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company or in which the Company from time to time has an interest:

1.1 by way of first legal mortgage:

- (i) the Property (if any) specified in part 1 of schedule 2 to the Debenture (*Details of Security Assets*); and
- (ii) all other Property (if any) now vested in or charged to the Company (not being charged by clause 4.1.1(i) of the Debenture as detailed in clause 1.1(i) above);

1.2 by way of first fixed charge:

- (i) all other Property and all interests in Property (not being charged by clause 4.1.1 of the Debenture as detailed in clause 1.1 above); and
- (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;

1.3 by way of first fixed charge:

- (i) all plant and machinery (not being charged under clause 4.1.1 or 4.1.2 of the Debenture as detailed in clauses 1.1 and 1.2(i) above);
- (ii) all computers, vehicles, office equipment and other equipment; and
- (iii) the benefit of all contracts, licences and warranties relating to the same;

1.4 by way of first fixed charge:

- (i) all the Charged Securities referred to in part 2 (*Charged Securities*) of schedule 2 to the Debenture as detailed in Annexure 2 to this Form M395(*Details of Security Assets*); and
- (ii) all other Charged Securities (not being charged by clauses 4.14 (i) of the Debenture),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or custodian in respect of any Charged Investments;

- 1.5 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 monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4.1.5(i) of the Debenture as detailed in clause 1.5(i) above,
- 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;
- 1.6 by way of first fixed charge all Intellectual Property;
- 1.7 to the extent that any of the Assigned Assets are not effectively assigned under clause 4.2 of the Debenture, as detailed in clause 1.2 below, (*Security assignments*), by way of first fixed charge those Assigned Assets;
- 1.8 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):
- (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;
- 1.9 by way of first fixed charge all the goodwill and uncalled capital of the Company; and
- 1.10 by way of first floating charge:
- (i) all its present and future assets and undertaking (wherever located) which is not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4.1 (*Fixed charges*) or clause 4.2 (*Security assignments*) of the Debenture as detailed in clauses 1.1 above and 2 below or any other provision of the Debenture; and
  - (ii) (whether or not effectively so charged) heritable property and all other property and assets in Scotland.
2. The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption in accordance with clause 37.1 of the Debenture (*Covenant to release*)) all its present and future right, title and interest in and to:
- 2.1 the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
  - 2.2 all other Receivables (not being assigned under clauses 4.2.1 of the Debenture as detailed in clause 2 above).

To the extent that any Assigned Asset described in this clause 2 (clause 4.2 of the Debenture) 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 such Assigned Assets.

Company Number: 00169249

API GROUP PLC

ANNEXURE 2 TO FORM M395

Name of company in which shares are held	Class of shares held	Number of shares held
API Coated Products Limited	Ordinary	920,000
API Foils Limited	Ordinary	3,000,000
API - Stace Limited	Ordinary	3
API Tenza Limited	Ordinary	3,448,000
API Universal Foils Limited	Ordinary	1
Henry & Leigh Slater Limited	Ordinary	50,000
Learoyd Group Limited	Ordinary	1,630,000
Learoyd Group Limited	Deferred	1,630,000

API GROUP PLC

ANNEXURE 3 TO FORM M395

The Debenture, contains, inter alia, the following provisions:

1. The Security Trustee may, by written notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the Company's assets specified in the notice if:
  - 1.1 an Event of Default has occurred and is continuing; or
  - 1.2 the Security Trustee (in its reasonable opinion) considers those specified assets 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.
2. The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur in general law) automatically be converted into a fixed charge in relation to any of the Security Assets which are subject to a floating charge if:
  - 2.1 the Company creates (or attempts or purports to create) any Encumbrance (other than a Permitted Encumbrance) on or over the relevant assets without the prior consent in writing of the Security Trustee; or
  - 2.2 if any third party levies or attempts to levy any distress, execution, attachments or other legal process against any such assets.
3. Unless expressly permitted to do so under the Facilities Agreement, the Company will not do or agree to do any of the following without the prior written consent of the Security Trustee:
  - 3.1 create or permit to subsist any Encumbrance upon any of the Security Assets (except a Permitted Encumbrance); or
  - 3.2 sell, transfer, lease, lend or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset except for a Permitted Disposal,

provided that if the Agent has given its consent pursuant to the terms of the Facilities Agreement, the consent of the Security Trustee shall be deemed to have been given and the Security Trustee shall, at the cost of the Company, execute any necessary deed of release to give effect to such Permitted Disposal.

API GROUP PLC

SCHEDULE OF DEFINED TERMS TO FORM M395

**"Accession Letter"** shall mean a document substantially in the form set out in schedule 6 to the Facilities Agreement;

**"Agent"** shall mean Barclays Bank PLC as agent of the Finance Parties;

**"Assigned Assets"** shall mean the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 of the Debenture;

**"Charging Companies"** shall mean each of the following companies and any company which accedes to the terms of the Debenture pursuant to the terms of the duly executed Deed of Accession (each a **"Charging Party"**);

API Coated Products Limited (Company Number 00375718)

API Foils Limited (Company Number 00202034)

API Group plc (Company Number 00169249)

API - Stace Limited (Company Number 02850332)

API Tenza Limited (Company Number 02027635)

API Universal Foils Limited (Company Number 03503309)

Filmcast Extrusions Limited (Company Number 02683570)

Henry & Leigh Slater Limited (Company Number 00173955)

Learoyd Group Limited (Company Number 03037060)

Learoyd Packaging Limited (Company Number 00474936)

Morris Plastics Limited (Company Number 00436008)

**"Charged Investments"** shall mean the Charged Securities and all present and future Related Rights accruing to all of any of the Charged Securities;

**"Charged Securities"** shall mean:

- (i) the shares specified in part 2 of the Schedule to the Debenture as set out in Annexure 2 to this Form M395; and
- (ii) all the stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part 2 of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or



in future owned (legally or beneficially) by the Company or in which the Company has an interest at any time;

**"Deed of Accession"** shall mean the deed of accession substantially in the same form set out at schedule 4 of the Debenture;

**"Encumbrance"** shall have the meaning set out in the Facilities Agreement;

**"Event of Default"** shall have the meaning given to that term in the Facilities Agreement;

**"Facilities Agreement"** shall mean the facilities agreement dated 29 January 2003 and made between, inter alia, (1) the Principal Borrower, (2) Barclays Bank PLC (as Arranger), (3) the Original Lenders, (4) Barclays Bank PLC (as Agent), (5) Barclays Bank PLC (as Ancillary Bank) and (6) the Security Trustee pursuant to which the Original Lenders agree to make certain facilities available to the Principal Borrower;

**"Fee Letter"** shall have the meaning given to that term in the Facilities Agreement;

**"Group Company"** shall have the meaning given to that term in the Facilities Agreement;

**"Guarantee"** shall have the meaning given to that term in the Facilities Agreement;

**"Hedging Arrangements"** shall have the meaning given to that term in the Facilities Agreement;

**"Finance Documents"** shall mean the Facilities Agreement, the Multi Option Facility Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, the Debenture, the Guarantee, any further documents pursuant to which any Group Company grants Security to the Security Trustee, any documentation entered into in relation to the Hedging Arrangements and any documents supplemental to any of the foregoing;

**"Insurances"** shall mean all policies of insurance (including, for the avoidance of doubt all cover notes) which are at any time held by or written in favour of the company or in which the Company from time to time has an interest;

**"Intellectual Property"** all legal and/or equitable interest (including without limitation, the benefit of all licences in any part of the world) of the 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, and know-how, registrable business names and any other rights of every kind deriving from or through the exploitation of any of the former mentioned rights of the Company;

**"Multi Option Facility Agreement"** shall have the meaning given to that term in the Facilities Agreement;

**"Original Lenders"** shall have the meaning given to that term in the Facilities Agreement;

**"Permitted Disposal"** shall mean disposals permitted pursuant to the terms of the Facilities Agreement and in particular the terms contained in clause 22.4 of the Facilities Agreement;

**"Permitted Encumbrance"** shall mean Encumbrances permitted pursuant to the terms of the Facilities Agreement and in particular the terms contained in clause 22.3.3 of the Facilities Agreement;

**"Principal Borrower"** shall have the meaning given to that term in the Facilities Agreement;

**"Property"** shall mean all estates and interest in freehold, leasehold and other removable property (wherever situated) now or in the future belonging to the Company or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales) specified in part 1 of schedule 2 to the Debenture and:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) or easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that property; and
- (iv) the benefit of all covenants given in respect thereof;

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

- (i) the benefit of all rights, guarantees, Encumbrances and remedies relating to any of the foregoing (including without limitation) negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendors liens and similar associated rights); and
- (ii) all proceeds of any of the foregoing;

**"Related Rights"** shall mean in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below; and
- (ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Resignation Letter"** shall have the meaning given to that term in the Facilities Agreement;

**"Security Accounts"** has the meaning given to that term in clause 12.6.2 of the Debenture;

**"Security Assets"** means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Debenture;

**"Security Beneficiaries"** shall have the meaning given to that term in the Facilities Agreement;

**"Security"** shall mean a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00169249

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th JANUARY 2003 AND CREATED BY API GROUP PLC FOR SECURING ALL OBLIGATIONS AND LIABILITIES WHATSOEVER DUE OR TO BECOME DUE FROM EACH CHARGING COMPANY TO BARCLAYS BANK PLC, AS SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES AND THE SECURITY 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 18th FEBRUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st FEBRUARY 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —