

M

CHFP025

Please do not
write in
this margin

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

422107

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



00368205

Name of company

* Wilkes-Lucas Limited (the "Chargor")

Date of creation of the charge

21 December 2001

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

A debenture dated 21 December 2001 (the "Debenture") made by the Chargor
in favour of Lloyds TSB Capital Markets (the "Security Agent")

Amount secured by the mortgage or charge

See Schedule 2.
See Schedule 1 for definitions.

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

Lloyds TSB Bank Plc, Bank House, Wine Street, Bristol

Postcode BS1 2AN

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

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ
London-2\1098435\01

SCP/K/TRST/C5779/00011

Time critical reference

For official Use
Mortgage Section

Post room



LD6
COMPANIES HOUSE

L20ZX6YB

0428
27/12/01

Short particulars of all the property mortgaged or charged

See Schedule 3.
See Schedule 1 for definitions.

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)

None

Signed

Date 27 December 2001

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 CF4 3UZ

**Schedules to Form 395 relating to a Debenture dated 21 December 2001 entered into by
Wilkes-Lucas Limited**

SCHEDULE 1

DEFINITIONS

In this Form 395:

"Additional Guarantor" means any company which has become an Additional Guarantor in accordance with Clause 31 of the Facility Agreement.

"Bank" means any bank:

- (a) named in Schedule 1 of the Facility Agreement, or
- (b) which has become a party to the Facility Agreement in accordance with Clause 30.5 or Clause 30.6 thereof,

and which has not ceased to be a party to the Facility Agreement in accordance with the terms thereof.

"Borrower" means Cookson Group plc a company incorporated in England and Wales (registered number 00251977) whose registered office is The Adelphi, 1-11 John Adam Street, London WC2N 6HJ.

"Charged Property" means all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture.

"Co-ordinators" means Barclays Bank plc and Citibank, N.A..

"Encumbrance" means (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any title transfer and retention arrangement.

"Existing Cash Management Arrangements" means the arrangements set out in Schedule 19 of the Facility Agreement.

"Facility Agent" means Lloyds TSB Capital Markets.

"Facility Agreement" means the facility agreement dated 21 December 2001 and made between the Borrower, the Chargor, certain other subsidiaries of the Borrower as guarantors, Lloyds TSB Capital Markets as Facility Agent, the Security Agent and the Banks as defined therein, as amended, varied, novated, supplemented or replaced from time to time.

"Fee Letters" means the fee letters referred to in Clauses 21.2 and 21.4 of the Facility Agreement.

"Finance Documents" means the Facility Agreement, any Guarantor Accession Memorandum, the Fee Letters, the Security Documents, the Security Agency Agreement and any documents evidencing the terms of any other agreement or document that may be entered into or executed pursuant to any of the foregoing by any Obligor and any other document designated as such by the Facility Agent and the Borrower.

"Finance Parties" means the Facility Agent, the Security Agent, the Co-ordinators and the Banks.

"Goodwill" means all present and future goodwill owned or belonging to the Chargor in addition to any goodwill associated with Intellectual Property and charged in favour of the Security Agent under Clause 3.1.1 of the Debenture.

"Group" means the Borrower and its subsidiaries for the time being.

"Guarantor Accession Memorandum" means a memorandum substantially in the form set out in Schedule 6 of the Facility Agreement.

"Guarantors" means each of the Original Guarantors and each Additional Guarantor.

"Interest" means all of the interest in the Partnership held by, to the order or on behalf of the Chargor at any time.

"Intellectual Property" means all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, rights in confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets including all goodwill associated therewith.

"Obligors" means the Borrower and the Guarantors.

"Original Guarantor" means each of those companies named in Schedule 11 to the Facility Agreement.

"Partnership" means the legal entity listed in Schedule 4 in respect of which the Chargor holds some or all of the interest in such entity at the date of execution of this Debenture.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Obligations" of the Chargor means all present and future moneys, debts and liabilities due, owing or incurred at any time by it to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture) as amended, supplemented, novated or extended from time to time in each case whether actual or contingent and whether incurred solely or jointly, as principal or surety or in some other capacity.

"Secured Parties" means the Security Agent, any Receiver or Delegate (as defined in the Trust Agreement), the Facility Agent, and each Bank from time to time party to the Facility Agreement provided that in the case of any Bank such person is party to or has acceded to the Trust Agreement in accordance with its terms.

"Security Agent" means Lloyds TSB Capital Markets.

"Security Documents" means each of the documents listed in Schedule 12 of the Facility Agreement and any other agreement or document pursuant to which any member of the Group creates any security interest in favour of the Finance Parties (or the Security Agent on their behalf) for all or any part of the obligations of the Obligors or any of them under any of the Finance Documents.

"Trust Agreement" means the trust agreement dated 21 December 2001 made between the Security Agent, the Facility Agent, the Borrower, the Banks as defined therein and the Obligors as defined therein, as amended, varied, novated, supplemented or replaced from time to time.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Chargor has covenanted with the Security Agent as security agent for the Secured Parties that it shall on demand of the Security Agent discharge to it all Secured Obligations and shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities **provided that** neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Fixed Charges

The Chargor has charged with full title guarantee in favour of the Security Agent as security agent for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to each of the following assets:

1. the Goodwill;
2. the Intellectual Property; and
3. the Interest, together with any and all other interest in the Partnership which the Chargor acquires by any sale, transfer, operation of law or otherwise.

Floating Charge

The Chargor has charged with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Chargor's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales in favour of the Security Agent as security for the Secured Obligations **provided that**, in respect of accounts in the name of the Chargor held pursuant to the terms of the Existing Cash Management Arrangements (but not otherwise):

1. if the consent of the relevant account holding bank is required, such floating charge shall not take effect until such bank gives its consent in writing to the creation of the floating charge and the Chargor undertakes to use all its reasonable endeavours to obtain such consent as soon as practicable prior to 31st January 2002; and
2. such floating charge shall (if and when it crystallises or is otherwise converted to a fixed charge pursuant to the terms hereof) take effect subject and without prejudice to the relevant account holding banks' rights of set off, consolidation of accounts or counter claim (irrespective of whether such rights arise by virtue of the Existing Cash Management Arrangements or otherwise).

FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

NEGATIVE PLEDGE

The Chargor has undertaken that, at all times during the subsistence of the Debenture, it shall comply with clause 18.9 of the Facility Agreement and it shall not create or permit to subsist any Encumbrance over all or any part of the Charged Property other than in accordance with the Facility Agreement.

SCHEDULE 4
DETAILS OF INTEREST

Name of Subsidiary

Cookson International Partnership

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00368205

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st DECEMBER 2001 AND CREATED BY WILKES-LUCAS LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB CAPITAL MARKETS (THE "SECURITY AGENT") (WHETHER FOR ITS OWN ACCOUNT OR AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED)) OR ANY OF THE OTHER SECURED PARTIES (AS DEFINED) UNDER THE TERMS OF THIS DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JANUARY 2002.

①
Pam.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES