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in black type, or
bold block lettering*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[] [] [] []

3541144

Name of company

* Bealaw (461) Limited (the "Chargor")

Date of creation of the charge

20 April 1998

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

A Guarantee and Debenture dated 20 April 1998 between Bealaw (461) Limited and certain of its Subsidiaries (1) and Credit Suisse First Boston (as Security Trustee) (2) (the "Debenture")

Amount secured by the mortgage or charge

See Part III of the attached Schedule

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

Credit Suisse First Boston (as Security Trustee (as defined in the attached Schedule))
Five Cabot Square
London E14 4QRPresentor's name address and
reference (if any):Lovell White Durrant
65 Holborn Viaduct
London
EC1A 2DY

A1/AT/SBS/MJC/152900

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

As specified in Parts IV to VIII (inclusive) of the attached Schedule.

NB: The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

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Particulars as to commission allowance or discount (note 3)

N/A

Signed David White D. M. B.

Date 5 May 1998

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

† 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.

SCHEDULE TO FORM 395

Part I

Definitions

"Accounting Reference Period"	shall have the same meaning as "accounting reference period" in Part VII of the Companies Act 1985;
"Acquisition Agreement Claims"	means all the Chargor's right, title and interest and benefit in and to, and any sums payable to the Chargor pursuant to all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargor, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to the Sale and Purchase Agreement;
"Agent"	means Credit Suisse First Boston in its capacity as agent for the Banks and any successor agent appointed under the terms of the Facilities Agreement;
"Ancillaries Bank"	any Bank (or with the Agent's approval, foreign branch or affiliate of the relevant Bank) which provides Ancillaries Facilities pursuant to clause 4.7 (<i>Ancillaries Facilities</i>) of the Facilities Agreement;
"Ancillaries Facilities"	ancillaries facilities provided pursuant to clause 2.1(c) (<i>Amount</i>) of the Facilities Agreement;
"Assets"	means all of the undertaking, property, assets, rights and revenues of the Chargor, whatever, present or future, and wherever in the world, and includes each or any of them;
"Bank"	means, before any transfer under clause 21.3 of the Facilities Agreement, the Underwriter and, thereafter, the Underwriter and the Transferee(s) and, where the context permits or requires, the Issuing Bank and each Ancillaries Bank (and, in each case, each of their respective successors in title) but only for so long as it has any rights or obligations under the Senior Finance Documents and "Banks" shall be construed accordingly;
"Beneficiaries"	means collectively the Finance Parties, the Mezzanine Agent and the Mezzanine Lenders and includes any one or more of them and "Beneficiary" shall be construed accordingly;
"Businesses"	means each and any of the businesses to be acquired by the Principal Borrower pursuant to the Sale and Purchase Agreement;

"Charging Companies"	means the companies named in Part II of this Schedule and includes (with effect from its execution and delivery of an agreement under which it accedes to the Debenture, or of a guarantee and debenture in terms similar to the Debenture) any Company which subsequently adopts the obligations of a Charging Company and also (where the context permits) includes each or any of them and "Charging Company" shall be construed accordingly;
"Companies"	means the Charging Companies together with any other Group Companies from time to time and (where the context permits) includes each or any of them;
"Continuing"	has the meaning given to it in the Facilities Agreement;
"Debenture Date"	means the date of the Debenture, being 20 April 1998;
"Designated Account"	has the meaning given to it by clause 5.1 of the Debenture;
"Encumbrance"	has the meaning given to it in the Facilities Agreement;
"Event of Default"	has the meaning given to it in the Facilities Agreement;
"Excluded Property"	means the lease of Factory 15, Third Avenue, Bleckley Industrial Estate, Bleckley, Buckingham registered at HM Land Registry under Title Number BM75177;
"Facilities Agreement"	means the facilities agreement dated 20 April 1998 made between Bealaw (464) Limited (as Parent) (1), Bealaw (461) Limited (as Principal Borrower) (2), the companies listed in Schedule IX thereto (as Borrowers) (3), Credit Suisse First Boston (as Arranger and Underwriter) (4), Credit Suisse First Boston (as Issuing Bank) (5), Credit Suisse First Boston (as Agent) (6) and Credit Suisse First Boston (as Security Trustee) (7), which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount and any amendments, supplements, variations or additions to such agreement in connection with the purchase of the issued share capital of Merlin

Limited by Bealaw (461) Limited, or a subsidiary of or holding company of Bealaw (461) Limited;

"Finance Documents"

means the Senior Finance Documents and the Mezzanine Finance Documents, which expression shall include any amendments, supplements, accessions, variations or additions to such documents, however fundamental (including, without limitation, changes to the facilities provided under any such document or increases in their maximum amount) and "Finance Document" shall be construed accordingly;

"Finance Parties"

means the Arranger (as defined in the Facilities Agreement), the Underwriter, the Banks, each Ancillaries Bank, the Agent, the Issuing Bank, the Security Trustee and the Hedging Counterparties (as defined in the Facilities Agreement);

"Floating Charge Assets"

means, insofar only as concerns the floating charge created by clause 3.1(p) of the Debenture, Assets from time to time comprised within such floating charge and "Floating Charge Asset" shall be construed accordingly;

"Group Company"

has the meaning given to it in the Facilities Agreement;

"Intellectual Property Rights"

means, in relation to the Chargor, all patents, trade marks (including but not limited to the Trade Marks and the Patents) service marks (and all goodwill associated with them), all brand and trade names, all copyrights and rights in the nature of copyright, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights at the Debenture Date or in the future owned or enjoyed by the Chargor, all applications for the protection of any such rights in any part of the world and the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any such rights and includes each or any of them;

"Issue"

has the meaning given to it in the Facilities Agreement;

"Issuing Bank"

Credit Suisse First Boston and/or such alternative Bank as may have agreed in writing with the Principal Borrower (such agreement not to be unreasonably withheld or delayed) and the Agent to Issue any Obligation in accordance with the terms of the

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Facilities Agreement, where Credit Suisse First Boston is or will be unable or has determined not to Issue such Obligation or the whole of such Obligation and for the avoidance of doubt, the expression "Issuing Bank" shall include any one or more Banks as shall have issued any Obligation in accordance with the terms of the Facilities Agreement;

"Land"

includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Mezzanine Agent"

means Credit Suisse First Boston in its capacity as agent for the Mezzanine Lenders under the Mezzanine Loan Agreement and any successor Mezzanine Agent appointed under the terms of the Mezzanine Loan Agreement;

"Mezzanine Finance Documents"

means the Mezzanine Loan Agreement (which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount), any fee letter, transfer certificate or any other document entered into pursuant to the Mezzanine Loan Agreement and "Mezzanine Finance Document" shall be construed accordingly;

"Mezzanine Lenders"

means Credit Suisse First Boston and any person to whom such person assigns or transfers its rights under the Mezzanine Loan Agreement and any successor in title of each such person;

"Mezzanine Loan Agreement"

means the mezzanine loan agreement dated 20 April 1998 made between Bealaw (464) Limited (as Parent) (1), Bealaw (461) Limited (as Principal Borrower) (2), Credit Suisse First Boston (as Arranger) (3), Credit Suisse First Boston (as Underwriter) (4) and Credit Suisse First Boston (as Agent) (5);

"Net Disposal Proceeds"

has the meaning given to it in the Facilities Agreement;

"Obligation"

has the meaning given to it in the Facilities Agreement;

"Patent"

means the patents listed in Part VIII of this Schedule insofar only as the Chargor is listed there as being the proprietor of such patents;

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"Permitted Encumbrance"	has the meaning given to it in the Facilities Agreement;
"Potential Event of Default"	has the meaning given to it in the Facilities Agreement;
"Principal Borrower"	means Bealaw (461) Limited, a company incorporated in England and Wales registered with company number 3541144;
"Realisation Account"	has the meaning given to it in the Facilities Agreement;
"Receivables"	means all sums of money receivable by the Chargor at the Debenture Date or in the future consisting of or payable under or derived from any of its Assets and "Receivable" shall be construed accordingly;
"Sale and Purchase Agreement"	has the meaning given to it in the Facilities Agreement;
"Secured Sums"	means all money and liabilities covenanted and/or guaranteed to be paid or discharged by the Charging Companies to the Beneficiaries under clause 2.1 of the Debenture;
"Securities"	means all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) at the Debenture Date or in the future owned at law or in equity by the Chargor, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by the Chargor in another Company;
"Security Documents"	has the meaning given to it in the Facilities Agreement;
"Security Trustee"	means Credit Suisse First Boston in its capacity as security trustee for the Beneficiaries and any successor security trustee appointed by the Beneficiaries under the terms of the Facilities Agreement;
"Senior Finance Documents"	means the Facilities Agreement, agreements in connection with the issue of Obligations, the Security Documents, the Fees Letter, any Ancillaries Facilities Letter, the Hedging Agreements, any Transfer Certificate, the Intercreditor Deed, any Deed of

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Accession, and any other document designated as such by agreement between the Agent and the Principal Borrower (all the capitalised terms in this definition bear the same meaning as that given to them in the Facilities Agreement);

"Subsidiaries"

has the meaning given to it in the Facilities Agreement;

"Trade Marks"

means the trade marks and trade mark applications listed in Part VII of this Schedule insofar only as the Chargor is listed there as being the proprietor of such trade marks and trade mark applications;

"Transferee"

means a bank or other financial institution to which a Bank seeks to transfer or has transferred all or part of its rights and obligations under the Facilities Agreement in accordance with clause 21.3 (*Assignment and Transfer*) of the Facilities Agreement;

"Transfer Certificate"

means a certificate substantially in the form set out in Schedule IV (*Transfer Certificate*) of the Facilities Agreement signed by a Transferee and a Bank;

"Underwriter"

means Credit Suisse First Boston in its capacity as underwriter under the Facilities Agreement;

Part II

The Charging Companies

Name of Charging Company	Registered Number
Bealaw (461) Limited	3541144
Britton Precision Limited	1614754
Britton Security Packaging Limited	339276
Britton Group Plastics Limited	2659844
Britton Gelplas Limited	2222534
Britton Decoflex Limited	323279
Britton Polyian Limited	654622
Britton Packbourne Limited	1681204
Britton Taco Limited	2233869

Part III

Amount Secured by the Mortgage or Charge

- (a) All moneys, obligations and liabilities which shall for the time being be due from, owing or incurred by the Chargor or by any other Group Company (including any other Company) to each of the Finance Parties under the Senior Finance Documents; and
- (b) All moneys, obligations and liabilities which shall for the time being be due from, owing or incurred by the Chargor or by any other Group Company (including any other Company) to the Mezzanine Agent and/or each of the Mezzanine Lenders under the Mezzanine Finance Documents;

in each such case, whether on or after demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including all interest, commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business charge or incur in respect of any Company or its affairs and so that interest shall be computed and compounded in accordance with the relevant Finance Documents (after as well as before any demand or judgment).

Part IV

Particulars of the Property Mortgaged or Charged

1. By Clause 3.1 of the Debenture, the Chargor with full title guarantee charged to the Security Trustee with the payment or discharge of all Secured Sums:-
 - (a) by way of first legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the Debenture Date and registered at H.M. Land Registry (save for the Excluded Property) including the Land described in Part VI of this Schedule insofar only as the Chargor is listed there as being the proprietor of such Land;
 - (b) by way of first legal mortgage, all other freehold and leasehold Land in England and Wales vested in the Chargor at the Debenture Date and not registered at H.M. Land Registry;
 - (c) by way of first fixed charge, all Land in the future becoming the property of the Chargor;
 - (d) by way of first fixed charge, all interests in Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to the Chargor which have not already been charged pursuant to the charges referred to in the preceding paragraphs and all licences at the Debenture Date or in the future held by the Chargor to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Chargor is or may in the future become entitled;
 - (e) by way of first fixed charge, all plant and machinery of the Chargor at the Debenture Date or in the future attached to any Land and all its rights and interests under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;

- (f) by way of first fixed charge, all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to the Chargor under or in connection with any lease, agreement or licence relating to Land;
- (g) by way of first fixed charge, all Securities belonging to the Chargor;
- (h) by way of first fixed charge, all contracts and policies of insurance and assurance at the Debenture Date or in the future held by or otherwise benefiting the Chargor and all rights and interests of the Chargor in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
- (i) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Chargor;
- (j) by way of first fixed charge, all Intellectual Property Rights of the Chargor but excluding (but only to the extent that and for so long as it is not capable of being validly charged by way of fixed charge) the benefit of any present or future agreement or licence relating to such rights and (in relation to the Patents) any such Intellectual Property Rights which cannot be charged by virtue of any law or regulation in any jurisdiction;
- (k) by way of first fixed charge, all book and other debts at the Debenture Date or in the future owing to the Chargor and all its rights and claims against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged pursuant to the charges referred to in the preceding paragraphs);
- (l) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies at the Debenture Date or in the future available to the Chargor as security for any Receivable or for the performance by any third party of any obligation at the Debenture Date or in the future owed to the Chargor;
- (m) by way of first fixed charge, all money at any time standing to the credit of any Designated Account relating to the Chargor, including the proceeds of all its Receivables, which proceeds shall, for the avoidance of doubt, on payment into such Designated Account cease to be subject to the charges referred to in the preceding paragraphs but shall be subject to the fixed charge in paragraph 3.1 (m) of the Debenture;
- (n) by way of first fixed charge, all money at any time standing to the credit of any Realisation Account;
- (o) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Chargor which is blocked or expressed to be a fixed or specific charge;
- (p) by way of floating charge:
 - (i) all Assets at the Debenture Date or in the future owned by the Chargor except to the extent that such Assets are for the time being effectively charged by any fixed charge referred to in the preceding paragraphs, including any Assets comprised within a charge which is reconverted under clause 3.6 of the Debenture; and

- (ii) without exception all Assets insofar as they are for the time being situated in Scotland
2. By Clause 3.2 of the Debenture, the Chargor with full title guarantee assigned to the Security Trustee, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of all Secured Sums:
 - (a) all claims of the Chargor against all persons who are at the Debenture Date or in the future the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
 - (b) the benefit of all rights and claims to which the Chargor is at the Debenture Date or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement;
 - (c) the Acquisition Agreement Claims of the Chargor.

Part V

Covenants and Restrictions

1. By clause 3.3 of the Debenture, the Chargor agreed that the Security Trustee may at any time following the occurrence of an Event of Default which is Continuing (or in any case in respect of any Floating Charge Asset over which the security is in jeopardy or which is in danger of seizure) by notice in writing to any Charging Company convert the floating charge contained in sub-clause 3.1(p) of the Debenture into a fixed charge as regards any Floating Charge Asset specified in such notice.
2. By clause 3.4 of the Debenture, the Chargor agreed that if the Chargor, without the Security Trustee's prior written consent, resolves to take or takes any step to charge (whether by way of fixed or floating charge) or otherwise encumber any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Chargor's business or except as otherwise permitted by clauses 14.2 (*Restriction on Encumbrances*) and 14.4 (*Restrictions on Disposals*) of the Facilities Agreement or if any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 3.1(p) of the Debenture shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.
3. By clause 3.8 of the Debenture, the Chargor agreed that any debentures, mortgages or charges (fixed or floating) created in the future by the Chargor (except those in favour of the Security Trustee) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
4. By clause 5.1 of the Debenture, the Chargor agreed that it shall collect and realise all Receivables and shall pay into such account of the Chargor as specified in a letter dated on or about the Debenture Date from the Security Trustee to each of the Charging Companies and expressed to be the "Account Designation Letter" (such account being the "Designated Account") all money which it may receive in respect of them immediately on receipt. The Chargor shall, pending

such payment, hold all money so received upon trust for the Security Trustee and shall not, without the prior written consent of the Security Trustee, charge, factor, discount, assign, postpone, subordinate or release its rights in respect of any Receivable in favour of any other person or purport to do so. The Designated Account shall be operated by the bank with which it is maintained as trustee for the Security Trustee.

5. By clause 6.1 of the Debenture, the Chargor agreed that it shall comply with its encumbrance covenant contained in clause 14.2 (*Restriction on encumbrances*) and its disposals covenant contained in clause 14.4 (*Restrictions on disposals*) in each case of the Facilities Agreement.

By clause 14.2 (*Restriction on encumbrances*) of the Facilities Agreement, the Chargor agreed not to create or agree to create or permit to arise or subsist any Encumbrance on its present or future assets or any part of them except Permitted Encumbrances and not, except to the extent that following such sale and leaseback, the levels set out in clause 14.7 (*Hire Purchase Restrictions*) of the Facilities Agreement would not be exceeded, sell or otherwise dispose of any of its assets to persons other than Group Companies on terms which would result in such assets being leased to or re-acquired by a Group Company.

By clause 14.4 (*Restrictions on disposals*) of the Facilities Agreement, the Chargor agreed not to sell, transfer, lend, lease, license or otherwise dispose (each a "disposal") of, by one or more transactions and whether related or not, the whole or any part of its undertaking, business or assets except that the restriction in such clause 14.4 (*Restrictions on disposals*) of the Facilities Agreement does not apply to:

- (a) disposals in the ordinary course of business on arms length terms; or
- (b) disposals to any other Charging Company; or
- (c) where no Event of Default or Potential Event of Default has occurred which is Continuing, disposals of assets which are obsolete or redundant and which, in each case, are disposed of for fair market value; or
- (d) where no Event of Default or Potential Event of Default has occurred which is Continuing, disposals of assets which are not required in connection with the carrying on by the Group of its business as it is then being conducted on arm's length terms and for full consideration and where the disposal proceeds (net of a reasonable provision for tax and reasonable disposal costs), when aggregated with the proceeds of all other such disposals by Group Companies in the same Accounting Reference Period, do not exceed £1,000,000; or
- (e) disposals of Net Disposal Proceeds if and in so far as permitted by clause 8.4 of the Facilities Agreement;
- (f) disposals of cash for purposes not otherwise prohibited by the Facilities Agreement;
- (g) loans permitted by clause 14.6 (*Factoring and loans*) of the Facilities Agreement.

By clause 14.4 (*Restrictions on disposals*) of the Facilities Agreement, the Chargor also agreed that nothing in such clause 14.4 shall enable any Group Company to dispose of assets falling within the categories specified in clauses 14.4(a) to (f) of the Facilities Agreement which are subject to a fixed charge without consent from the Security Trustee. By clause 14.4 (*Restrictions on disposals*) of the Facilities Agreement, the Security Trustee agreed that it shall, however,

release any asset from any security over such asset constituted by the Security Documents if its disposal is permitted under clause 14.4(a) to (f) of the Facilities Agreement without reference to the Banks, unless it is actually aware of the occurrence of an Event of Default or a Potential Event of Default.

6. By clause 11.2 of the Debenture, the Chargor agreed it shall not, without the prior written consent of the Security Trustee:
 - (a) erect any building or make any structural alteration or apply for any planning consent for the development or change of use of any Land, or (save in the ordinary course of repair, replacement or improvement) at any time sever, remove or dispose of any significant fixture on it which would, in each case, have the effect of materially reducing the market value of such property;
 - (b) enter into onerous or restrictive obligations affecting any Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would adversely affect its value or the value of the security over it.
7. By clause 12.1 of the Debenture, the Chargor agreed that it shall comply with its covenant contained in clause 14.21 (*Maintenance of Licences*) of the Facilities Agreement.

By clause 14.21 (*Maintenance of Licences*) of the Facilities Agreement the Chargor agreed to take all necessary action to protect and maintain (and take no action which could foreseeably imperil the continuation of) the licences and statutory authorisations, intellectual property, trade names, franchises and contracts (referred to in clause 14.21 of the Facilities Agreement as the "Authorisations") which in each case are material and necessary for the conduct of each of the Businesses substantially as they are presently conducted and to enable such Businesses to be carried on substantially as at present and shall procure that all material conditions attaching to such Authorisations are at all times complied with.

8. By clause 13.1 of the Debenture, the Chargor agreed that it would not, without the prior written consent of the Security Trustee, exercise any power of leasing or accepting surrenders of leases of, any material Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.
9. By clause 13.2 of the Debenture, the Chargor agreed that it shall not part with possession (except on the determination of any lease, tenancy or licence granted to the Chargor) of any material Land or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Security Trustee.

Part VI

Registered Freehold and Leasehold Land Mortgaged under Clause 3.1(a) of the Debenture

Name of Company	Description of Property	Title	Title
Britton Group Plastics Limited	Land at Road 1, Winsford Industrial Estate, Cheshire	Freehold	CH384976

Britton Group Plastics Limited	Land at Road 1, Winsford Industrial Estate, Cheshire	Freehold	CH229158
Britton Security Packaging Limited	Factory Premises on the north east side of Newmarket and North West side of Stewton Lane, Louth	Freehold	LL129365
Britton Precision Limited	Premises on the south west side of Tattershall Way, Louth	Freehold	LL66768
Britton Gelplas Limited	Unit 5 Letchworth Gate Centre, Pixmore Avenue, Letchworth, Hertfordshire	Leasehold	HD261658
Britton Packbourne Limited	Unit 11 Ponders End Industrial Estate, Duck Lees Land, Ponders End, Enfield, Middlesex EN3 7UP	Leasehold	NGL223339
Britton Decoflex Limited	BT 2/18 Skerne Road, Hartlepool Industrial Estate, Hartlepool	Leasehold	CE40007
Britton Decoflex Limited	BT 2/40 Oakesway Industrial Estate, Hartlepool	Leasehold	CE141241
Britton Polyian Limited	Unit 10B Temple Farm Industrial Estate, Southend on Sea, Essex	Leasehold	EX194787

Part VII

Trade Marks

Mark	Number	Class	Proprietor
Polylope	1068498	16	Britton Security Packaging Limited
P	B1091220	16	Britton Security Packaging Limited
Polyprint	B1209226	16	Britton Security Packaging Limited
Polytuf	1209924	16	Britton Security Packaging Limited

Polybubble	B1262714	16	Britton Security Packaging Limited
Polysafe	B1356393	16	Britton Security Packaging Limited
Intervoid	1401023	16	Britton Security Packaging Limited
Fraudeter	1504826	16	Britton Security Packaging Limited
Polystroag	1505467	16	Britton Security Packaging Limited
Polylite	B1505468	16	Britton Security Packaging Limited
Polyguard	1509538	16	Britton Security Packaging Limited
Primathene	2031688	16	Britton Security Packaging Limited
Ultraplas	2152112	16	Britton Gelplas Limited
Ultraplas	2152112	22	Britton Gelplas Limited
Tacolin	1271860	17	Britton Taco Limited
CoIntaner	B876547	16	Britton Decoflex Limited
Securipak	B893990	16	Britton Decoflex Limited
Merlin	945965	16	Britton Decoflex Limited
Walrus	1464497	16	Britton Decoflex Limited
decoflex	1280524	16	Britton Decoflex Limited
Walrus the ultimate seal	1464493	16	Britton Decoflex Limited
Decoflex	977472	16	Britton Decoflex Limited
Securiseal	B1218181	16	Britton Decoflex Limited
Decoflex	977473	17	Britton Decoflex Limited

Community Trade Mark Registration

Mark	Number	Class	Proprietor
Decoflex	66084	16	Britton Decoflex Limited

Part VIII

Patents

Proprietor	Patent No.	Country of Registration/ Designated State	Date of Filing/Status	Invention
Britton Security Packaging Limited	GB9721302*	GB	07.10.97 Application	Security bag/Double Document Pocket
Britton Security Packaging Limited	GB9716585*	GB	08.10.97 Application	Tamper evident closure
Britton Security Packaging Limited	DE69029272	DE	18.09.9 Application	Verpackung und Siegel Mit Beschädigungsanzeige
Britton Security Packaging Limited	EP2096593		18.09.90 Granted	Envase indicativo de Manipulation indebida
Britton Security Packaging Limited	DE69029272	DE	No opposition filed during term of opposition	Verpackung und Siegel Mit beschädigungsanzeige
Britton Security Packaging Limited	ES2096593	ES	18.09.90 Application	Envase indicativo de manipulacion indebida
Britton Decoflex Limited	EP515086*	AT, BE, DE, ES, FR, GB, IT, LU, NL, PT	13.05.92 No opposition filed	Security bags and sealing means
Britton Decoflex Limited	AT124362	AT	13.05.92	Sicherheitsbeutel und dichtungsmittel
Britton Decoflex Limited	AU9217066	AU	21.05.92 Application	Security bags and sealing means

Britton Decoflex Limited	DE69203155	DE	13.05.92 Application No opposition filed during term of opposition	Sicherheitsbeutel und dichtungsmittel
Britton Decoflex Limited	ES2076685	ES	13.05.92 Granted	Bolsas de seguridad y medios de cierre
Britton Decoflex Limited	GB111079	GB	22.05.91 Application withdrawn/ refused after publication	Tamper-evident sealing means for security bags
Britton Decoflex Limited	MX9202340	MX	19.05.92 Application	Bolsas de seguridad y montajes de sello
Britton Decoflex Limited	GB9025357	GB	21.11.90 Application withdrawn/ refused after publication	Reinforcing handle
Britton Decoflex Limited	GB2250011	GB	21.11.90 Application withdrawn/ refused after publication	Bag with reinforced handle
Britton Decoflex Limited	GB8926465	GB	23.11.89	Bags
Britton Decoflex Limited	GB2238292	GB	23.11.89 Application withdrawn/ refused after publication	Security bags
Britton Decoflex Limited	EP430558*	AT, BE, CH, DE, DK, ES, FR, GB, GR, IT, LI, LU, NL, SE	21.11.90 No opposition filed	Bulk coin bag, top fill
Britton Decoflex Limited	AT101377	AT	21.11.90 Ceased	Von oben befüllbarer muenzensack

Britton Decoflex Limited	DE69006581	DE	21.11.90 No opposition during term of opposition	Von oben befuellbarer muenzensack
Britton Decoflex Limited	GB8926465	GB	23.11.89 Application withdrawn or refused after publication	Security bags
Britton Decoflex Limited	MY8800144	MY	08.03.72	Improvements in or relating to bags
Britton Decoflex Limited	NO8604467	NO	07.11.85	Paose
Britton Decoflex Limited	DK8605285	DK	06.05.88 Application shelved	Paose
Britton Decoflex Limited	FI8604486	FI	04.11.86	Paose
Britton Decoflex Limited	EP220038*	AT, BE, CH, DE, FR, GB, IT, LI, LU, NL, SE	13.10.86	Improvements in or relating to bags
Britton Decoflex Limited	AT52985	AT	13.10.86 Ceased due to non-payment of annual fees	Beutel
Britton Decoflex Limited	AU8663981	AU	16.10.86	Two compartment bags, open at both ends
Britton Decoflex Limited	GB8525567	GB	17.10.85	Bags
Britton Decoflex Limited	JP63003806	JP	17.10.86	-
Britton Decoflex Limited	ZA8607840	ZA	16.10.86	Bags
Britton Decoflex Limited	GB2132585*	GB	12.11.86 Granted	Security Bag

Britton Decoflex Limited	GB2138396	GB	24.04.84 Granted	Bags with tamper indicators
Britton Decoflex Limited	GB2081215*	GB	05.08.81 Granted	Blood bag
Britton Decoflex Limited	GB2009098	GB	10.11.78 Granted	Bags
Britton Decoflex Limited	IE8447579	IE	09.11.78 Granted	Improvements in or relating to bags
Britton Decoflex Limited	IE7839479	IE	31.01.74 Granted	Improvements in or relating to containers for bank notes
Britton Decoflex Limited	IE7737374	IE	06.03.73 Granted	Improvements in or relating to bags
Britton Decoflex Limited	FR2317178	FR	09.07.76	Sac muni de moyens de securité empechant la spoliation de son contenu
Britton Decoflex Limited	GB1449783	GB	05.02.75 Granted	Bags for containing bank notes
Britton Decoflex Limited	ZA7600639	ZA	04.02.76	Perforated micro-print bag
Britton Decoflex Limited	AU7577896	AU	05.02.75	Bags for containing bank notes
Britton Decoflex Limited	US3960314	US	22.02.74 Granted	Coin bags with flip top closures
Britton Decoflex Limited	US3933304	US	22.02.74 Granted	Bags for containing bank notes

Britton Decoflex Limited	DK7400652	DK	06.02.74 Granted	Paase af formstoffolie med garantiforsegling
Britton Decoflex Limited	DK137982	DK	06.02.74 Granted	Paase af formstoffolie med garantiforsegling
Britton Decoflex Limited	FR2261194	FR	14.02.74	-
Britton Decoflex Limited	AU7361325	AU	12.10.73	Bags
Britton Decoflex Limited	ZA7303346	ZA	17.05.73	Improvements in or relating to bags for containing bank notes
Britton Decoflex Limited	DE2313909	DE	20.03.73 Period for request of examination expired	Beutel, ZB, Fuer Muenzen
Britton Decoflex Limited	DK131335	DK	16.03.73 Lapsed	-
Britton Decoflex Limited	FR2176793	FR	16.03.73 Lapsed	-
Britton Decoflex Limited	IE7737375	IE	06.03.73 Granted	Improvements relating to bags
Britton Decoflex Limited	IT982125	IT	14.03.73 Granted	Borsetta di materia plastics o simile particolarmente adatta per contenere in maniera sicura monete metalliche
Britton Decoflex Limited	JP49014269	JP	22.03.73 Granted	-

Britton Decoflex Limited	LU67243	LU	20.03.73	-
Britton Decoflex Limited	ZA7301594	ZA	07.03.73	Improvements in or relating to bags
Britton Decoflex Limited	A4645201	AU	21.05.92	Security bag and sealing means
Britton Polyian Limited	GB9700998	GB	17.01.97 Application	Plastics mailing envelope
Britton Polyian Limited	GB9413770	GB	08.07.94 Application	Mailing pouch
Britton Polyian Limited	GB2291039	GB	08.07.94 Application	Trackable mailing pouch
Britton Security Packaging Limited	EP628007* corresponds to EP93905474	AT, BE, CH, DE, ES, FR, GB, GR, IE, IT, LI, LU, MC, NL, PT, SE	25.02.93 Application	Tamper indicating packages
Britton Security Packaging Limited	AU9336387	AU	25.02.93 Application	Tamper indicating packages
Britton Security Packaging Limited	GB9203931	GB	25.02.92 Application	Tamper indicating packages
Britton Security Packaging Limited	GB9416770*	GB	25.02.93 Granted	Tamper indicating packages
Britton Security Packaging Limited	GB2279936	GB	25.02.93 Granted	Tamper indicating packages

Britton Security Packaging Limited	WO9316933* corresponds to WO93/00385	AT, AU, BB, BG, BR, CA, CH, CZ, DE, DK, ES, FI, GB, HU, JP, KP, LK, MG, MN, MW, NL, NO, NZ, PL, PT, RO, RU, SD, SE, SK, UA, US	25.02.93 Request for preliminary examination filed	Tamper indicating packages
Britton Security Packaging Limited	GB9123646	GB	07.11.91 Application	Fluid container
Britton Security Packaging Limited	AU9064156	AU	18.09.90	Tamper indicating package
Britton Security Packaging Limited	AU646815	AU	18.09.90	Tamper indicating package
Britton Security Packaging Limited	CA2065420	CA	18.09.90	Tamper indicating package
Britton Security Packaging Limited	EP493465* corresponds to EP90914230	AT, BE, CH, DE, DK, ES, FR, GB, IT, LI, LU, NL, SE	No opposition filed during term of opposition	Tamper indicating package and seal
Britton Security Packaging Limited	WO9104199*	AU, BR, CA, JP, US, AT, BE, CH, DE, DK, ES, FR, GB, IT, LU, NL, SE	18.09.90 International application and international search report published	
Britton Security Packaging Limited	AT85577	AT	15.09.89 Ceased due to non-payment of annual fee	Sicherheitsumschlag
Britton Security Packaging Limited	DE68904886	DE	15.09.89 Ceased due to non-payment of annual fee	Sicherheitsumschlag

Britton Security Packaging Limited	EP373748	AT, BE, CH, DE, ES, FR, GB, GR, IT, LI, LU, NL, SE	15.09.89 No opposition filed	Security envelope
Britton Security Packaging Limited	ES2037429	ES	15.09.89 Granted	Contenedor de seguridad
Britton Security Packaging Limited	GB8821759	GB	16.09.88 Ceased through non- payment of renewal fee	Security envelope
Britton Security Packaging Limited	PCT/GB/98/ 00066	-	16.01.98	Plastics mailing envelope
Britton Security Packaging Limited	GB8921108	-	18.09.89 Application	Tamper indicating package

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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. 03541144

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 20th APRIL 1998 AND CREATED BY BEALAW (461) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO CREDIT SUISSE FIRST BOSTON, AS SECURITY TRUSTEE FOR THE BENEFICIARIES (AS DEFINED) ON ANY ACCOUNT WHATSOEVER UNDER THE SENIOR FINANCE DOCUMENTS AND THE MEZZANINE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th MAY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th MAY 1998.

M. J. Thompson
M. J. THOMPSON

for the Registrar of Companies

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SP



COMPANIES HOUSE

HC026B