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CHFP025

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Alc 004 00107

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)

19 NOV 2001

For official use

Company number

03541144

Name of company

* Britton Group Limited

Date of creation of the charge

2 November 2001

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

A guarantee and debenture dated 2 November 2001 (the "Debenture") made between the companies listed in Schedule 1 hereto (together the "Charging Companies"), Credit Suisse First Boston (the "Subordinated Security Agent") and the CVC entities named therein.

Amount secured by the mortgage or charge

See Schedule 3.
See Schedule 2 for definitions.

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

Credit Suisse First Boston, One Cabot Square, London, as Subordinated Security Agent for and on behalf of the Beneficiaries (as defined in Schedule 2 hereto)

Postcode E14 4QR

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

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ DX 606

NXM/HTY/B4508/00134/RCES

Time critical reference
LON-2/1062111

For official Use
Mortgage Section

Post room



LD6
COMPANIES HOUSE

0291
19/11/01

Short particulars of all the property mortgaged or charged

See Schedules 4, 5, 6 and 7.
See Schedule 2 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

Clifford Chance LLP

Date 19 November 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

SCHEDULE 1

THE CHARGING COMPANIES

Name of Charging Company	Registered Number
Britton Group Limited	03541144
Britton Precision Limited	01614754
Britton Security Packaging Limited	00339276
Britton Group Plastics Limited	02659844
Britton Gelplas Limited	02222534
Britton Decoflex Limited	00323279
Britton Polyian	00654622
Britton Packbourne Limited	01681204
Britton Taco Limited	02233869
Merlin Group Holdings Limited	02888971
Britton Merlin Limited	00815053

SCHEDULE 2

DEFINITIONS

In this Form 395:

"Acquisition Agreement Claims" means all the Charging Companies' rights, title and interest and benefit in and to, and any sums payable to the Charging Companies pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Companies, and any rights of abatement or setoff, and all other rights of recovery under or pursuant to any Sale and Purchase Agreement (as defined in the Facilities Agreement).

"Assets" means, in relation to a Charging Company, all its undertaking, property, assets, rights and revenues whatever, present or future, wherever situated in the world and includes each or any of them.

"Beneficiaries" means the Noteholders named in Part 3 of Schedule 1 to the Debenture and **"Beneficiary"** shall be construed accordingly.

"the 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.

"Default" means a failure by Britton Group Limited to redeem the Loan Notes in accordance with the provisions of the Loan Note Instrument.

"Excluded Property" means the lease of Factory 15, Third Avenue, Bletchley Industrial Estate, Bletchley, Buckingham registered at HM Land Registry under Title Number BM75177.

"Facilities Agreement" means a Facilities Agreement dated 20 April 1998 as amended and restated from time to time and most recently on 2 November 2001 between, amongst others, the Charging Companies and Credit Suisse First Boston acting in various capacities.

"Floating Charge Assets" means, insofar only as concerns the floating charge created by sub-clause 3.1.16 of Clause 3 (*Charging Clause*) of the Debenture, Assets for the time being comprised within such floating charge.

"Group Company" means the Company, a subsidiary undertaking or parent undertaking from time to time of the Company or a subsidiary undertaking from time to time of a parent undertaking of the Company;

"Intellectual Property Rights" means, in relation to a Charging Company, 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 now or in the future owned or enjoyed by such Charging Company, all applications for the protection of any such rights in any part of the world and the benefit of all agreements and licences now or in the future entered into or

enjoyed by that Charging Company relating to the use or exploitation of any such rights and includes each or any of them and **"Intellectual Property Right"** shall be construed accordingly.

"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).

"Loan Notes" means

- (a) the £2,000,000 zero coupon subordinated secured loan notes due 2008 originally constituted by the Loan Note Instrument;
- (b) any further loan notes created or issued in accordance with the provisions of the Loan Note Instrument,

and a **"Loan Note"** is a reference to any one of such Notes.

"Loan Note Instrument" means a deed poll executed by Britton Group Limited dated 2 November 2001 constituting £2,000,000 zero coupon subordinated secured loan notes due 2008.

"Noteholders" means persons for the time being entered into the Register as holders of Loan Notes and a **"Noteholder"** shall be construed accordingly.

"Patents" means the patents listed in Schedule 7 to this Form 395.

"Receivables" means, in relation to a Charging Company, all sums of money receivable by such Charging Company now or in the future consisting of or payable under or derived from any of its Assets.

"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 and set out in Schedule 3 to this Form 395.

"Securities" means, in relation to a Charging Company, all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) now or in the future owned at law or in equity by such Charging Company, 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 such Charging Company in any other Company.

"Subordination Deed" means the subordination deed dated 2 November 2001 between, amongst others, Credit Suisse First Boston as (Senior Agent, Security Agent and Subordinated Security Agent), Citicorp Capital Investors Europe Limited and others (as Subordinated Lenders and Investors), certain Companies, Britton Group Limited and Britton Group (Holdings) Limited.

"Supplements to the Existing Debentures" means the supplement to an original debenture dated 20 April 1998 and the supplement to a supplemental debenture dated 4 July 1998 between the Charging Companies and Credit Suisse First Boston as Security Trustee dated 2 November 2001.

SCHEDULE 3

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

1. Each of the Charging Companies has covenanted and guaranteed that it will on demand in writing made to it by the Noteholders in accordance with the terms of the Loan Note Instrument pay to the Subordinated Security Agent for the account of each of the Beneficiaries all moneys, obligations and liabilities which shall for the time being be due from, owing or incurred by it or by any other Group Company (including any other Company) to each of the Noteholders under the Loan Note Instrument and, whether on or after such 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 Loan Note Instrument (after as well as before any demand or judgment).
2. The guarantees in paragraph 1 of this Schedule 3 were given subject to, and with the benefit of, the provisions set out in Schedule 2 of the Debenture by each Charging Company separately and also jointly with every other Charging Company except the Charging Company guaranteed.

SCHEDULE 4

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. Subject to the Senior Security (as defined in the Subordination Deed) each Charging Company has with full title guarantee charged to the Subordinated Security Agent with the payment or discharge of all Secured Sums:
 - 1.1 by way of first legal mortgage, all freehold and leasehold Land in England and Wales now vested in such Charging Company and registered at H M Land Registry (save for the Excluded Property), including the Land described opposite its name in Schedule 5 to this Form 395;
 - 1.2 by way of first legal mortgage, all other freehold and leasehold Land in England and Wales now vested in such Charging Company and not registered at H M Land Registry;
 - 1.3 by way of first fixed charge, all Land in the future becoming the property of such Charging Company;
 - 1.4 by way of first fixed charge, all interests in Land or the proceeds of sale of Land now or in the future belonging to such Charging Company which have not already been charged under the preceding provisions of this Schedule 4 and all licences now or in the future held by such Charging Company 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 such Charging Company is or may in the future become entitled;
 - 1.5 by way of first fixed charge, all plant and machinery of such Charging Company now or in the future attached to any Land and all rights and interests of such Charging Company under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
 - 1.6 by way of first fixed charge, all rental and other income and all debts and claims now or in the future due or owing to such Charging Company under or in connection with any lease, agreement or licence relating to Land;
 - 1.7 by way of first fixed charge, all Securities belonging to such Charging Company;
 - 1.8 by way of first fixed charge, all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting such Charging Company and all rights and interests of such Charging Company in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
 - 1.9 by way of first fixed charge, all the goodwill and uncalled capital for the time being of such Charging Company;

- 1.10 by way of first fixed charge, all Intellectual Property Rights of such Charging Company, 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);
- 1.11 by way of first fixed charge, all book and other debts now or in the future owing to such Charging Company and all rights and claims of such Charging Company against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under the preceding provisions of this Schedule 4);
- 1.12 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 now or in the future available to such Charging Company as security for any Receivable or for the performance by any third party of any obligation now or in the future owed to such Charging Company;
- 1.13 by way of first fixed charge, all money at any time standing to the credit of any Designated Account (as defined in Clause 5.1 of the Debenture (*Collection of Receivables*)) relating to such Charging Company, 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 contained in the preceding provisions of this Schedule 4 but shall be subject to the fixed charge contained in this sub-clause 1.13 (and, for the avoidance of doubt, the fixed charges given by each Charging Company over its Receivables shall apply to all Receivables owing to such Charging Company by any other Company);
- 1.14 by way of first fixed charge, all money at any time standing to the credit of any Realisation Account (as defined in the Facilities Agreement);
- 1.15 by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to such Charging Company which is blocked or expressed to be a fixed or specific charge;
- 1.16 by way of floating charge:
- (a) all Assets now or in the future owned by such Charging Company except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the preceding provisions of this Schedule 4, including any Assets comprised within a charge which is reconverted under Schedule 4; and
 - (b) without exception all Assets insofar as they are for the time being situated in Scotland.

2. Each Charging Company has with full title guarantee assigned (insofar as they are capable of being assigned by way of security) in favour of the Subordinated Security Agent but subject to the right of such Charging Company to redeem such assignment upon the full payment or discharge of all Secured Sums:
 - 2.1 all claims of such Charging Company against all persons who are now or in the future the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
 - 2.2 the benefit of all rights and claims to which such Charging Company is now or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement; and
 - 2.3 the Acquisition Agreement Claims of such Charging Company.
3. Each Charging Company agreed that any debentures, mortgages or charges (fixed or floating) (other than, for the avoidance of doubt, the Supplements to the Existing Debentures) created in the future by a Charging Company (except those in favour of the Subordinated Security Agent) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
4. The Debenture contains a negative pledge.
5. The Debenture contains covenants for further assurance.
6. The Debenture is subject to the terms of the Subordination Deed.

SCHEDULE 5

REGISTERED FREEHOLD AND LEASEHOLD LAND

Name of Company	Description of Property	Title	Title
Britton Group Plastics Limited	Land at Road 1 Winsford Industrial Estate Cheshire	Freehold	CH229158
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
Merlin Flexible Packaging Limited	Land at Brackenborough Road Louth Lincolnshire	Freehold	Part registered with title absolute under title numbers LL119179, LL102010, LL95956 and LL92305 and part unregistered

SCHEDULE 6

TRADE MARKS

UK Registrations

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
Polystrong	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
Ultrapas	2152112	16	Britton Gelplas Limited
Ultrapas	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
Plastissue	952468	16	Merlin Flexible Packaging Limited
Elastathene	1129654	17	Merlin Flexible Packaging Limited
Tuffreel	1159992	17	Merlin Flexible Packaging Limited
Tuffgrip	2045196	19	Merlin Flexible Packaging Limited

SCHEDULE 7

THE PATENTS

Proprietor	Patent No.	Country of Registration/ Designated State	Date of Filing/ Status	Invention
Britton Security Packaging Limited (NOTE: NMC Security Products Limited and Britton Security Products Limited are former company names of Britton Security Packaging Limited)				
Britton Security Products	GB9721302*	GB	07.10.97 Application	Security bag/ Double Document Pocket
Britton Security Products	GB9716585*	GB	08.10.97 Application	Tamper evident closure
Britton Security Packaging Limited	DE69029272	DE	18.09.9 Application	Verpackung und Siegel Mit Beschaedigungsanzeige
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 beschaeigungsanzeige
Britton Security Packaging Limited	ES2096593	ES	18.09.90 Application	Envase indicativo de manipulacion indebida
Decoflex Limited				
Decoflex Limited	EP515086*	AT, BE, DE, ES, FR, GB, IT, LU, NL, PT	13.05.92 No opposition filed	Security bags and sealing means
Decoflex Limited	AT124362	AT	13.05.92	Sicherheitsbeutel und dichtungsmittel
Decoflex Limited	AU9217066	AU	21.05.92 Application	Security bags and sealing means

Proprietor	Patent No.	Country of Registration/ Designated State	Date of Filing/ Status	Invention
Decoflex Limited	DE69203155	DE	13.05.92 Application No opposition filed during term of opposition	Sicherheitsbeutel und dichtungsmittel
Decoflex Limited	ES2076685	ES	13.05.92 Granted	Bolsas de seguridad y medios de cierre
Decoflex Limited	GB111079	GB	22.05.91 Application withdrawn/ refused after publication	Tamper-evident sealing means for security bags
Decoflex Limited	MX9202340	MX	19.05.92 Application	Bolsas de seguridad y montajes de sello
Decoflex Limited	GB9025357	GB	21.11.90 Application withdrawn/ refused after publication	Reinforcing handle
Decoflex Limited	GB2250011	GB	21.11.90 Application withdrawn/ refused after publication	Bag with reinforced handle
Decoflex Limited	GB8926465	GB	23.11.89	Bags
Decoflex Limited	GB2238292	GB	23.11.89 Application withdrawn/ refused after publication	Security bags
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

Proprietor	Patent No.	Country of Registration/ Designated State	Date of Filing/ Status	Invention
Decoflex Limited	AT101377	AT	21.11.90 Ceased	Von oben befuellbarer muenzensack
Decoflex Limited	DE69006581	DE	21.11.90 No opposition during term of opposition	Von oben befuellbarer muenzensack
Decoflex Limited	GB8926465	GB	23.11.89 Application withdrawn or refused after publication	Security bags
Decoflex Limited	MY8800144	MY	08.03.72	Improvements in or relating to bags
Decoflex Limited	NO8604467	NO	07.11.86	Paose
Decoflex Limited	DK8605285	DK	06.05.88 Application shelved	Paose
Decoflex Limited	FI860448	FI	04.11.86	Paose
Decoflex Limited	EP220038*	AT, BE, CH, DE, FR, GB, IT, LI, LU, NL, SE	13.10.86	Improvements in or relating to bags
Decoflex Limited	AT52985	AT	13.10.86 Ceased due to non-payment of annual fees	Beutel
Decoflex Limited	AU8663981	AU	16.10.86	Two compartment bags, open at both ends
Decoflex Limited	GB8525567	GB	17.10.85	Bags
Decoflex Limited	JP63003806	JP	17.10.86	-
Decoflex Limited	ZA8607840	ZA	16.10.86	Bags

Proprietor	Patent No.	Country of Registration/ Designated State	Date of Filing/ Status	Invention
Decoflex Limited	GB2132585*	GB	12.11.86 Granted	Security Bag
Decoflex Limited	GB2138396	GB	24.04.84 Granted	Bags with tamper indicators
Decoflex Limited	GB2081215*	GB	05.08.81 Granted	Blood bag
Decoflex Limited	GB2009098	GB	10.11.78 Granted	Bags
Decoflex Limited	IE8447579	IE	09.11.78 Granted	Improvements in or relating to bags
Decoflex Limited	IE783947	IE	31.01.74 Granted	Improvements in or relating to containers for bank notes
Decoflex Limited	IE7737374	IE	06.03.73 Granted	Improvements in or relating to bags
Decoflex Limited	FR2317178	FR	09.07.76	Sac munide moyens de securité empechant la spoliation de son contenu
Decoflex Limited	GB1449783	GB	05.02.75 Granted	Bags for containing bank notes
Decoflex Limited	ZA7600639	ZA	04.02.76	Perforated micro-print bag
Decoflex Limited	AU7577896	AU	05.02.75	Bags for containing bank notes
Decoflex Limited	US3960314	US	22.02.74 Granted	Coin bags with flip top closures
Decoflex Limited	US3933304	US	22.02.74 Granted	Bags for containing bank notes
Decoflex Limited	DK7400652	DK	06.02.74 Granted	Paose af formstoffolie med garantiforsegling

Proprietor	Patent No.	Country of Registration/ Designated State	Date of Filing/ Status	Invention
Decoflex Limited	DK137982	DK	06.02.74 Granted	Paose af formstoffolie med garantiforsegling
Decoflex Limited	FR2261194	FR	14.02.74	-
Decoflex Limited	AU7361325	AU	12.10.73	Bags
Decoflex Limited	ZA7303346	ZA	17.05.73	Improvements in or relating to bags for containing bank notes
Decoflex Limited	DE2313909	DE	20.03.73 Period for request of examination expired	Beutel, ZB, Fuer Muenzen
Decoflex Limited	DK131335	DK	16.03.73 Lapsed	-
Decoflex Limited	FR2176793	FR	16.03.73 Lapsed	-
Decoflex Limited	IE7737375	IE	06.03.73 Granted	Improvements relating to bags
Decoflex Limited	IT982125	IT	14.03.73 Granted	Borsetta di materia plastics o simile particolarmente adatta per contenere in maniera sicura monete metalliche
Decoflex Limited	JP49014269	JP	22.03.73 Granted	-
Decoflex Limited	LU67243	LU	20.03.73	-
Decoflex Limited	ZA7301594	ZA	07.03.73	Improvements in or relating to bags
Decoflex Limited	A4645201	AU	21.05.92	Security bag and sealing means

Proprietor	Patent No.	Country of Registration/ Designated State	Date of Filing/ Status	Invention
Britton Polyian Limited				
Brittan Polyian Limited	GB9700998	GB	17.01.97 Application	Plastics mailing envelope
Polyian Limited	GB9413770	GB	08.07.94 Application	Mailing pouch
Polyian Limited	GB2291039	GB	08.07.94 Application	Trackable mailing pouch
NMC Security Products Limited				
NMC Security Products Limited	EP628007* corresponds to EP9390547	AT, BE, CH, DE, ES, FR, GB, GR, IE, IT, LI, LU, MC, NL, PT, SE	25.02.93 Application	Tamper indicating packages
NMC Security Products Limited	AU9336387	AU	25.02.93 Application	Tamper indicating packages
NMC Security Packaging Limited	GB9203931	GB	25.02.92 Application	Tamper indicating packages
NMC Security Products Limited	GB9416770*	GB	25.02.93 Granted	Tamper indicating packages
NMC Security Products Limited	GB2279936	GB	25.02.93 Granted	Tamper indicating packages
NMC Security Products 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,	25.02.93 Request for preliminary examination filed	Tamper indicating packages

Proprietor	Patent No.	Country of Registration/ Designated State	Date of Filing/ Status	Invention
		NZ, PL, PT, RO, RU, SD, SE, SK, UA, US		
NMC Security Products Limited	GB9123646	GB	07.11.91 Application	Fluid container
NMC Security Products Limited	AU9064156	AU	18.09.90	Tamper indicating package
NMC Security Products Limited	AU646815	AU	18.09.90	Tamper indicating package
NMC Security Products Limited	CA2065420	CA	18.09.90	Tamper indicating package
NMC Security Products 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
NMC Security Products 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	
NMC Security Products Limited	AT85577	AT	15.09.89 Ceased due to non-payment of annual fee	Sicherheitsumschlag
NMC Security Products Limited	DE68904886	DE	15.09.89 Ceased due to non-payment of annual fee	Sicherheitsumschlag

Proprietor	Patent No.	Country of Registration/ Designated State	Date of Filing/ Status	Invention
NMC Security Products Limited	EP373748	AT, BE, CH, DE, ES, FR, GB, GR, IT, LI, LU, NL, SE	15.09.89 No opposition filed	Security envelope
NMC Security Products Limited	ES2037429	ES	15.09.89 Granted	Contenedor de seguridad
NMC Security Products Limited	GB8821759	GB	16.09.88 Ceased through non-payment of renewal fee	Security envelope
Interpoly Limited	PCT/GB/98/0006	-	16.01.98	Plastics mailing envelope
Interpoly Limited	GB8921108	-	18.09.89 Application	Tamper indicating package

FILE COPY



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 MADE BETWEEN THE COMPANIES LISTED ON THE SCHEDULE ATTACHED TO THE FORM 395 (TOGETHER THE "CHARGING COMPANIES"), THE CHARGE AND THE CVC ENTITIES NAMED THEREIN DATED THE 2nd NOVEMBER 2001 AND CREATED BY BRITTON GROUP LIMITED FOR SECURING EACH OF THE CHARGING COMPANIES HAS COVENANTED AND GUARANTEED THAT IT WILL ON DEMAND IN WRITING MADE TO IT BY THE NOTEHOLDERS IN ACCORDANCE WITH THE TERMS OF THE LOAN NOTE INSTRUMENT PAY TO THE SUBORDINATED SECURITY AGENT FOR THE ACCOUNT OF EACH OF THE BENEFICIARIES ALL MONEYS OBLIGATIONS AND LIABILITIES WHICH SHALL FOR THE TIME BEING BE DUE FROM OWING OR INCURRED BY IT OR BY ANY OTHER GROUP COMPANY (INCLUDING ANY OTHER COMPANY) TO EACH OF THE NOTEHOLDERS UNDER THE LOAN NOTE INSTRUMENT AND WHETHER ON OR AFTER SUCH 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 LOAN NOTE INSTRUMENT (AFTER AS WELL AS BEFORE ANY DEMAND OR JUDGMENT) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 2001.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES