

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge



395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3944037

Name of company

* LUXFER GROUP LIMITED (formerly Luxfer 2000 Limited) (the "Company")

Date of creation of the charge

7th July 2000

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

Debenture dated 7th July 2000 between (1) the Company and the other companies listed in Part 2 of the Schedule to this Form 395 and (2) The Governor and Company of The Bank of Scotland as Security Agent for itself and the other Senior Finance Parties (as defined in the Debenture) (the "Debenture").

Amount secured by the mortgage or charge

Particulars of the amount secured by this Form 395 are set out in Part 3 of the Schedule to this Form 395.

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

The Governor and Company of The Bank of Scotland of Uberior House, 61 Grassmarket, Edinburgh EH1 2JF

Postcode

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

Shearman And Sterling
Broadgate West
9 Appold Street
London EC2A 2AP

Ref: CT12676/173844.1

Time critical reference

For official Use
Mortgage Section

Post room



LD6
COMPANIES HOUSE

LSD2MSBX

0442
19/07/00

Short particulars of all the property mortgaged or charged

Short particulars of all the property mortgaged or charged are set out in Part 4 of the Schedule to this Form 395.

NB: Part 7 of the Schedule to this Form 395 contains covenants by and restrictions on the Company and must be read as part of the charges created by the Debenture.

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

Shearman & Sterling

Date

19 July 2000

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

Part 1

Definitions

In this Schedule unless the context otherwise requires, the following expressions have the following meanings:

"Assigned Agreements" means:

- (i) the Insurances;
- (ii) the Hedging Agreements (as defined in the Senior Facilities Agreement);
- (iii) the Forex Documents (as defined in the Senior Facilities Agreement);
- (iv) the Technical Assistance Agreement (as defined in the Senior Facilities Agreement);
- (v) the Metal Supply Agreement (as defined in the Senior Facilities Agreement);
- (vi) the £4,400,000 subordinated inter-company loan between British Aluminium Limited and Baco Consumer Products Limited; and
- (vii) all other inter-company loans due to any Charging Company as lender thereof;

"Bank Balances" means the balances now or hereafter standing to the credit of the Charged Accounts and any other balance now or hereafter standing to the credit of any current, deposit or other account now or hereafter held by each Charging Company or in which it has an interest with any office of any bank, financial institution or other person (including the Security Agent or any of the Senior Finance Parties) and the debts represented by such balances (whether in any such case the relevant account is in the name of the relevant Charging Company solely or jointly with other persons or in the name of a nominee or any other person whatsoever);

"Book Debts" means all book and other debts of any nature whatsoever now or hereafter due or owing to each Charging Company, the proceeds of any of the same and the benefit of all Investments, rights, security and guarantees of any nature whatsoever now or at any time hereafter enjoyed or held by it in relation thereto (other than Bank Balances);

"Cash Collateral Account" has the meaning given to the expression in the Senior Facilities Agreement;

"Charged Accounts" means the Collection Accounts, each Cash Collateral Account and any other account described in clause 6.4 (Bank Balances and Collection Accounts) of the Debenture;

"Charged Assets" means the assets of the Charging Companies from time to time subject to the charges contained in the Debenture or which the Debenture from time to time purports to charge or any part of those assets;

"Charges" means security created or which may at any time be created by or pursuant to the Debenture or any of that security and **"Fixed Charge"** shall be construed accordingly;

"Charging Companies" means the Company, each other company listed in Part 2 of this Schedule, and any other company which is party to the Debenture from time to time;

"Collection Accounts" means accounts maintained by the Charging Companies with the Security Agent or such other account or accounts with any other bank as the relevant Charging Company and the Security Agent shall agree or (following the occurrence of an Event of Default which is continuing) as the Security Agent shall specify;

"Delegate" is defined in the Debenture;

"Event of Default" is defined in the Senior Facilities Agreement;

"Fixtures" means fixtures, fittings (including trade fixtures and fittings), fixed plant, machinery and apparatus;

"Insurances" is defined in Clause 3.1(i) (*Fixed Charges*) of the Debenture (set out in Paragraph 1(i) of Part 4 of this Schedule);

"Intellectual Property" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with such applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all confidential information, all trade secrets, know-how and all other intellectual property rights throughout the world;

"Investments " means any bill of exchange or other negotiable instrument, certificate of deposit, debenture, bond, share, stock or other security or investment;

"Liabilities" is defined in Part 3 of this Schedule;

"Property" means freehold and leasehold property in England or Wales and other real estate anywhere in the world and any reference to any Property or any estate or interest therein includes a reference to all rights, easements and liberties from time to time attached or appurtenant thereto, all buildings and Fixtures from time to time therein or thereon and the proceeds of sale of all or any part thereof;

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Agent (whether appointed pursuant to the Debenture, pursuant to any statute, by a court or otherwise);

"Release Date" is defined in the Debenture;

"Scheduled Intellectual Property" is defined in the Debenture;

"Scheduled Investments" means the Investments described in Schedule 3 of the Debenture (set out in Part 6 of the Schedule to this Form 395);

"Scheduled Property" means the Property described in Schedule 2 of the Debenture (set out in Part 5 of the Schedule to this Form 395) and the proceeds of sale thereof and all rights,

easements and liberties from time to time attached or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon;

"Senior Facilities Agreement" means the facilities agreement dated 9 April 1999 (as amended and restated on 7th July 2000) made between (1) the Parent, Luxfer Group Limited, the Company and the other companies named therein as Obligors; (2) Morgan Stanley Senior Funding, Inc as Lead Arranger and The Governor and Company of The Bank of Scotland as Co-Arranger (each as defined therein); (3) Morgan Stanley Senior Funding, Inc as Syndication Agent (as defined therein); (4) Morgan Stanley & Co. International Limited and The Governor and Company of The Bank of Scotland as Original Banks (as defined therein); (5) the Facility Agent; and (6) the Security Agent, as the same may from time to time be varied, amended, modified, supplemented or replaced;

"Senior Finance Documents" is defined in the Senior Facilities Agreement;

"Senior Finance Parties" is defined in the Senior Facilities Agreement; and

"Subsidiary" and **"Subsidiaries"** are defined in the Senior Facilities Agreement.

Part 2
Charging Companies

	<u>Registered Numbers</u>
Luxfer Group Limited (formerly Luxfer 2000 Limited)	3944037
Magnesium Elektron Limited	3141950
British Aluminium Speciality Extrusions and Tubes Limited (formerly Luxfer Aluminium Limited)	3981395
British Aluminium Limited	3981390
Luxfer Group 2000 Limited	3981366

Part 3

Amount Secured by the Charge

By Clause 2 of the Debenture, the Company and each other Charging Company as primary obligor covenanted with the Security Agent (for the benefit of itself and the other Senior Finance Parties) that it would pay on demand in writing all indebtedness and other liabilities of any nature of each Charging Company to the Security Agent and/or any of the Senior Finance Parties and/or any Receiver under or in connection with the Senior Finance Documents (including, without limitation, under any amendments, supplements or restatements of any of the Senior Finance Documents including any containing provision for new or further advances) (whether now existing or arising hereafter and whether originally indebtedness or liabilities to all or any of the Senior Finance Parties and/or any Receiver or any other person or persons) including joint and joint and several indebtedness and liabilities of each Charging Company and any other person, indebtedness and liabilities as guarantor, indemnifier or surety (whether before or after any default by the primary obligor) and contingent indebtedness and liabilities in any currency or currencies, whether present or future, together with all interest accruing thereon (calculated in accordance with the terms of the Senior Finance Documents and all costs, charges and expenses incurred in connection therewith, except for any indebtedness or liabilities which, if they did constitute part of the Liabilities would result in the Debenture contravening section 151 of the Companies Act 1985, in each case as and when the same fall due for payment in accordance with the terms of the Senior Finance Documents (together the "**Liabilities**").

Part 4

Short Particulars of all the Property Mortgaged or Charged

1. By Clause 3.1 of the Debenture, as a continuing security for the payment of the Liabilities, each Charging Company thereby charged in favour of the Security Agent (for the benefit of itself and the other senior Finance Parties) with full title guarantee the following assets, both present and future, from time to time owned by such Charging Company or in which it is from time to time interested:
 - (a) by way of first legal mortgage all of the Scheduled Property together with all buildings and Fixtures (including trade fixtures) at any time thereon;
 - (b) by way of first legal mortgage all other Property (if any) wherever situated together with all buildings and Fixtures (including trade fixtures) at any time thereon;
 - (c) by way of first fixed charge all other interests (not being charged by Clauses 3.1(a) or 3.1(b) of the Debenture (set out as paragraphs 1(a) and (b) above)) in any Property, the buildings and Fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (d) by way of first fixed charge all of its Book Debts and all its benefits, rights and interests in any other Book Debts;
 - (e) by way of first fixed charge all of its Scheduled Investments and all other Investments now or hereafter belonging to it together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, assets or other advantages accruing or offered at any time by way of bonus or otherwise to the holder thereof;
 - (f) by way of first fixed charge all capital of such Charging Company which is now or hereafter uncalled;
 - (g) by way of first fixed charge all Intellectual Property (including, without limitation, the Scheduled Intellectual Property) now or hereafter owned by such Charging Company or the current or future interest of such Charging Company in any Intellectual Property and all current or future rights in any agreements entered into by or for the benefit of such Charging Company relating to the use or exploitation of any Intellectual Property;
 - (h) by way of first fixed charge the benefit of all licences of, and all agreements entered into or the benefits of which are enjoyed by such Charging Company relating to the use or exploitation of, Intellectual Property which have been or are hereafter granted either by or to it;
 - (i) by way of first fixed charge all benefits, rights, title and interest of such Charging Company under or in respect of any present or future policy of

insurance held by or written in favour of such Charging Company or in which it is otherwise interested and all proceeds thereof (the "**Insurances**");

- (j) by way of first fixed charge all personal chattels belonging to such Charging Company and its interest in any personal chattels in its possession;
 - (k) by way of first fixed charge all goodwill of such Charging Company;
 - (l) by way of first fixed charge all of its Bank Balances and all its rights benefits and interests in any other Bank Balances;
 - (m) by way of first fixed charge all benefits, rights, title and interest (including, without limitation, the right to receive any compensation) of such Charging Company under or in respect of any present or future licence, consent, authorisation, concession agreement (including, without limitation, the Assigned Agreements), warranty, bond, guarantee or letter of credit (to the extent that the same are not otherwise subject to an effective Fixed Charge pursuant to Clause 3.1 of the Debenture or to an effective security assignment under Clause 3.2 of the Debenture); and
 - (n) by way of first fixed charge all benefits, rights, title and interests of such Charging Company in, under or in respect of any present or future pension fund or plan.
2. By Clause 3.2 of the Debenture, each Charging Company as continuing security for the payment of all Liabilities with full title guarantee thereby assigned (insofar as they are capable of being assigned by way of security) absolutely to the Security Agent (for the benefit of itself and the other Senior Finance Parties) all rights, title, interest and benefits present or future of such Charging Company in, under or in respect of the Assigned Agreements and the right to enforce each of the Assigned Agreements together with the benefit of all rights and claims, representations, warranties and remedies which such Charging Company may have against any third party in respect of those Charged Assets.

PROVIDED ALWAYS that on payment or discharge in full of the Liabilities to the satisfaction of the Security Agent, but subject to the repayment and discharge in full of all the Liabilities in accordance with the terms of the Debenture, the Security Agent will at the request and cost of the person lawfully requiring the Security Agent to do so re-assign the same (to the extent still vested in the Security Agent pursuant to the terms of the Debenture).

3. By Clause 3.3(a) of the Debenture, each Charging Company as continuing security for the payment of all Liabilities thereby charged in favour of the Security Agent (for the benefit of itself and the other Senior Finance Parties) with full title guarantee by way of first floating charge all its assets and undertaking both present and future not otherwise effectively mortgaged, charged or assigned by the Debenture including (without prejudice to the generality of the foregoing) all heritable property and all Charged Assets located in Scotland. The floating charge created by each Charging Company under Clause 3.3 of the Debenture shall except as otherwise agreed in writing by the Security Agent rank in priority to any other security which shall hereafter be created by such Charging Company or permitted to arise.

Part 5
Scheduled Property

1. Leasehold property with the buildings or other premises erected thereon known as Unit 44 situate adjacent to Empire Close, Aldridge, West Midlands including the car parking spaces adjacent thereto more particularly described in a lease dated 15 February 1993 made between (1) K R Hardy Estates Limited and (2) Alcan Aluminium UK Limited.
2. Leasehold property with the buildings or other premises erected thereon known as Unit 43 situate at and adjacent to Empire Close, Aldridge, West Midlands and including the parking spaces adjacent thereto being the land and premises more particularly described in a lease dated the 16 day of July 1990 made between (1) K R Hardy Estates Limited and (2) BA Aluminium Limited.
3. Leasehold property on the south east side of road number 2 Colwick Industrial Estate, Nottingham the title to which is registered at HM Land Registry in part with good leasehold title under title number NT47237 and in part with absolute leasehold title under title number NT217307.
4. Freehold property at Lillyhall, Workington, Cumbria registered at HM Land Registry with title absolute under title number CU112183.
5. Freehold property lying to the east of Southam Road, Banbury registered at HM Land Registry with title absolute under title number ON186922.
6. Freehold property adjacent to Studley Road, Redditch, Hereford & Worcester registered at HM Land Registry with title absolute under title absolute HW163720.
7. Leasehold property at Latchford Works, Warrington, Cheshire more particularly described in a lease dated 9 February 1996 made between (1) Alcan Aluminium UK Limited and (2) British Aluminium Limited.
8. Freehold property registered at HM Land Registry under title number MS281495 being land on the south east side of Cornwall Street, Parr, St Helens, Merseyside and the freehold property registered at HM Land Registry under title number MS267581 being land and buildings on the south east side of Cornwall Street, Parr Industrial Estate, St Helens, Merseyside.
9. Freehold property on the north east side of Kitts Green Road, Kitts Green, Birmingham, West Midlands registered at HM Land Registry with title absolute under title number WK178291 and the freehold property on the south east side of Cole Hall Lane, Coleshill, Birmingham, West Midlands registered at HM Land Registry with title absolute under title number WM172463.
10. Freehold property on the north side of Penns Lane, Sutton Coldfield, Birmingham, West Midlands registered at HM Land Registry under title number WM303557 and the freehold property on the north side of Foxland Drive, Sutton Coldfield, Birmingham, West Midlands registered at HM Land Registry under title number WM390839.

11. Freehold property registered at HM Land Registry under title number WA309254 being Plot 14 Brackla Industrial Estate, Brackla, Bridgend, Mid Glamorgan.
12. Freehold property registered at HM Land Registry under title number LT86357 being land and buildings on the north side of Mandervell Road, Oadby, Oadby and Wigston, Leicestershire.
13. Subjects on the south-east side of Baronald Street, Rutherglen, Glasgow registered in the Land Register of Scotland under title number LAN74306.
14. Leasehold property being Unit 8 Haydock Industrial Estate, Haydock, Merseyside more particularly described in an underlease dated 24 April 1990 made between (1) Courtaulds Coatings Limited, (2) Alcan Metal Centres (Northern) Limited and (3) BA Aluminium Limited.
15. Leasehold property known as Unit 14 St Andrew's Trading Estate, Avonmouth in the City of Bristol more particularly described in a Lease dated 5.3.97 made between (1) Norchester Estates Limited and (2) British Aluminium Limited.
16. Leasehold property known as Unit 15 St Andrew's Trading Estate, Avonmouth in the City of Bristol more particularly described in a Lease dated 5.3.97 made between (1) Norchester Estates Limited and (2) British Aluminium Limited.
17. Leasehold property known as Unit 15B St Andrew's Trading Estate, Avonmouth in the City of Bristol more particularly described in a Lease dated 5.3.97 made between (1) Norchester Estates Limited and (2) British Aluminium Limited.
18. Leasehold property registered at HM Land Registry under title number DN90077 being 7 (known as Unit 1) Valley Road, Plymton, Plymouth.
19. Leasehold property known as number 13 Concorde Road in the County of the City of Norwich more particularly described in a lease dated 23 June 1998 made between (1) Metropolitan Properties (Investments) Limited and (2) British Aluminium Limited.
20. Leasehold property situate at Hoddesdon in the County of Hertford on the south side of a road known as Essex Road together with the factory building erected thereon (Unit C) on the Estate known as "The Belcon Industrial Estate" Bingley Road, Hoddesdon more particularly described in a lease dated 22 December 1970 made between (1) Bell & Webster Limited and (2) Blackburns (London) Limited, a Deed of Variation dated 17 March 1980 made between (1) Reed Pension Trust Limited and (2) Blackburns (London) Limited and a lease dated 17 March 1980 made between (1) Reed Pension Trust Limited and (2) Blackburns (London) Limited.
21. Leasehold property being Unit 4 Stadium Industrial Estate, Scours Lane, Reading the title to which is registered at HM Land Registry with leasehold title absolute under title number BK164331.
22. Leasehold property being warehouse and office accommodation on Fircroft Way, Edenbridge, Kent more particularly described in a lease dated 21 December 1998 made between (1) John Surtees Limited and (2) British Aluminium Limited.

23. Leasehold property being factory and office premises at Birmingham New Road, Tipton, West Midlands more particularly described in a lease dated 21 May 1976 made between (1) Gibbons Properties Limited and (2) Alcan Metal Centres Limited.
24. Leasehold property known as Westgate Link, Wellington Bridge, Leeds more particularly described in a lease dated 13 June 1980 made between (1) National Provident Institution, (2) Baco Aluminium Stockholders Limited and (3) The British Aluminium Company Limited.
25. Leasehold property known as Units A1 and A2 Lombard Centre, Kirkhill Industrial Estate, Dyce, Aberdeen more particularly described in a lease between Ian Douglas Baxter Bond and Timothy Richard Harris, the Joint Administrative Receivers of Lombard Shipping and Forwarding Limited and British Alcan Stockholders (Scotland) Limited dated 6 March and 4 June 1987 and registered in the Books of Council and Session on 10 July 1987.
26. Leasehold property situate at Mosley Common, Tyldesley, Lancashire containing 2.1 acres or thereabouts more particularly described in a lease dated 4 December 1991 made between (1) Joseph Rose and (2) BA Aluminium Limited.
27. Leasehold property at Totteridge and Whetstone Station, Totteridge the title to which is registered at HM Land Registry in part with good leasehold title under title number MX440485 and in part with good leasehold title under title number NGL26137.
28. Freehold property being Aluminium Works and adjoining land at Dolgarrog 2 Croft Cottages, 19 Hillside Road, 22, 27 and 30 Tayler Avenue and 8 Graham Road, Dolgarrog and land on the west side of Conway Road, Gwydyr Road and Graham Road and land on the east side of the River Conway, Dolgarrog all of which is registered at HM Land Registry under freehold absolute title number WA602771.
29. Leasehold property known as Unit A Cosgrove Close, Blackpole Road, Worcester more particularly described in a Lease dated 17 March 1999 made between (1) Sun Life Assurance Company of Canada (2) British Aluminium Limited and (3) Luxfer Group Limited.
30. Leasehold property known as Unit B Cosgrove Close, Blackpole Road, Worcester more particularly described in a Lease dated 17 March 1999 made between (1) Sun Life Assurance Company of Canada (2) British Aluminium Limited and (3) Luxfer Group Limited.
31. Leasehold property known as Unit C Cosgrove Close, Blackpole Road, Worcester more particularly described in an Agreement for Lease dated 17 March 1999 and made between (1) Sun Life Assurance Company of Canada (2) British Aluminium Limited and (3) Luxfer Group Limited.
32. Leasehold property known as Unit F4 Blackpole Trading Estate (East), Blackpole Road, Worcester more particularly described in a lease dated 26 September 1996 and made between (1) Peel Investments (South) Limited and (2) Alcan Aluminium UK.
33. Freehold and leasehold property known as Magnesium Elektron Works, Clifton Junction, Swinton, Salford, Greater Manchester registered at HM Land Registry under

freehold absolute title number GM432392, freehold absolute title number LA311790, freehold absolute title number GM338044 and good leasehold title number GM338045.

34. Leasehold property known as part Second Floor Building 16 Exchange Quay Salford Greater Manchester more particularly described in a Lease dated 3 November 1998 made between (1) Eagle Star Life Assurance Company Limited and (2) British Aluminium Limited.
35. Leasehold property known as the Seventh Floor of The Victoria Harbour City Salford Quays Manchester more particularly described in a lease dated 1.4.96 made between (1) Peel Investments (North) Limited and (2) British Aluminium Limited.
36. Leasehold property known as Ground Floor, Trinity Court, Batchworth Island, Church Street, Rickmansworth Hertfordshire more particularly detailed in a Lease dated 17.10.97 made between (1) Grosvenor Property Investments Plc and (2) British Aluminium Limited.

Part 6

Details of the Scheduled Investments

Name of Charging Company	Name of Subsidiary	Number and Class of Shares
Magnesium Elektron Limited	-	-
Luxfer Group Limited	British Aluminium Speciality Extrusions and Tubes Limited	50,000 Ordinary Shares of £1.00 each
	Dealsinmetal.com Limited	1 Ordinary Share of £1.00 each
British Aluminium Speciality Extrusions and Tubes Limited	-	-
British Aluminium Limited	-	-
Luxfer Group 2000 Limited	Luxfer Group 1996 Limited	5,000,000 Ordinary Shares of £0.01 each
	British Aluminium Limited	100 Ordinary Shares of £0.01 each.

Part 7

General Restrictions and Obligations

1. By Clause 3.3(b) of the Debenture, it was agreed that the Security Agent may at any time by notice to any Charging Company convert with immediate effect the floating charge created by such Charging Company pursuant to Clause 3.3 of the Debenture into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if (i) an Event of Default has occurred and is continuing unremedied or unwaived or (ii) the Security Agent acting reasonably considers those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, execution, sequestration or other process or otherwise) and by way of further assurance each Charging Company agreed that it shall promptly execute a fixed charge over such assets in such form as the Security Agent acting reasonably shall require.
2. By Clause 3.3(c) of the Debenture, it was agreed that notwithstanding any other provision of the Debenture (and without prejudice to the circumstances in which the floating charges created under Clause 3.3 of the Debenture will crystallise under general law) if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the assets which are charged by way of first floating charge hereunder, then with immediate effect and without notice such floating charges shall automatically convert into fixed charges as regards such assets.
3. By Clause 3.4 of the Debenture, each Charging Company agreed that the Security Agent may by notice to any Charging Company require that such Charging Company execute and deliver to the Security Agent or procure that there is executed and delivered to the Security Agent (in such form as the Security Agent shall reasonably require):
 - (a) a legal mortgage (or equivalent document under the law of any jurisdiction) in favour of the Security Agent of such Property belonging to such Charging Company as is specified (whether generally or specifically) in the relevant notice (or such estate or interest therein as belongs to such Charging Company) to secure the Liabilities;
 - (b) such documents as may be necessary or, in the opinion of the Security Agent, expedient to transfer to the Security Agent or its nominee or to enable the Security Agent or its nominee to be registered as the holder or proprietor of or otherwise obtain legal title to such of the other Charged Assets as are subject to a Fixed Charge under the Debenture as are specified (whether generally or specifically) in the relevant notice;
 - (c) if the floating charge created hereby is converted or converts into a fixed charge in respect of any Charged Assets, a first fixed charge (or equivalent security interest under the law of any applicable jurisdiction) of all (or such part thereof as the Security Agent may require) of such Charged Assets in favour of the Security Agent.

By Clause 3.4 of the Debenture, each Charging Company agreed that it shall forthwith at its cost comply with any of the foregoing requirements and shall do all such things as the Security Agent may reasonably require for the purpose of registering or otherwise perfecting the relevant mortgage (or equivalent document) or the legal title of the Security Agent or its nominee to the relevant assets or to grant and to perfect or protect the relevant first fixed charge.

4. By Clause 3.7 of the Debenture, each Charging Company agreed that if for any reason any security in respect of any asset created or purported to be created as a Fixed Charge pursuant to Clause 3 of the Debenture does not, or ceases to, take effect as a Fixed Charge then it shall take effect as a first floating charge in respect of such asset. However each Charging Company agreed that any such security shall remain a Fixed Charge in respect of the other Charged Assets.
5. By Clause 3.8 of the Debenture, each Charging Company agreed that:
 - (a) Each Charging Company will forthwith upon request by the Security Agent use all reasonable endeavours to obtain any landlord or third party consents (and will provide the Security Agent with copies of any such consents) which are necessary to enable (i) any of the property or assets of the Charging Company (including, without limitation, all Property and Intellectual Property) to be fully and effectively charged under the Debenture, and (ii) any of the right, title and interest of such Charging Company in the Assigned Agreements and the Insurances to be fully and effectively assigned to the Security Agent, pursuant to Clause 3 of the Debenture; and
 - (b) Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant assets shall thereupon stand charged to the Security Agent pursuant to the terms of Clause 3.1 (*Fixed Charges*) of the Debenture. If required by the Security Agent at any time following receipt of such consent, each Charging Company agreed that it will execute a first ranking valid legal mortgage, charge or assignment by way of security in such form as the Security Agent shall reasonably require.
6. By Clause 6.1(a) of the Debenture, (subject to Clause 6.3 (*Book Debts*) of the Debenture) except with the consent of the Security Agent, each Charging Company agreed that it would not and would procure that none of its Subsidiaries would, until after the Release Date:
 - (i) create or permit to be outstanding any security over all or any of its assets other than security expressly permitted under the terms of the Senior Facilities Agreement;
 - (ii) unless required to do so by statute or by any regulatory authority, sell, transfer, assign, lease, hire out, lend or otherwise dispose of any of the Charged Assets or permit any person to do any such thing except as provided for or permitted under the Senior Facilities Agreement; or
 - (iii) dispose of the equity of redemption in respect of all or any part of the Charged Assets except to the extent permitted under the Senior Facilities Agreement.

7. By Clause 6.2(b) of the Debenture, each Charging Company agreed that until the security constituted by the Debenture becomes enforceable:
- (i) each Charging Company will be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Scheduled Investments; and
 - (ii) each Charging Company will be entitled to exercise all voting and other rights and powers attaching to the Scheduled Investments provided that it first notifies the Security Agent of the proposed manner of exercise and provided further that it will not exercise any such voting rights or powers in a manner prejudicial to the interests of the Security Agent under the Debenture.
8. By Clause 6.3(a) of the Debenture, each Charging Company agreed that save as permitted by the Senior Facilities Agreement, no Charging Company shall release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Book Debts or vary or agree to any variation in their terms except as required by the Debenture.
9. By Clause 6.3(b) of the Debenture, each Charging Company agreed that it would promptly collect all its Book Debts and, until payment into an account as provided below, shall hold the proceeds of such collection on trust for the Security Agent.
10. By Clause 6.4(b) of the Debenture, each Charging Company agreed that unless:
- (i) the Charges have become enforceable; or
 - (ii) an Event of Default has occurred and is continuing unremedied or unwaived;
- any monies in respect of the Book Debts received by any Charging Company and paid into its Collection Accounts in accordance with the requirements of the Debenture shall, in the absence of any written directions to the contrary from the Security Agent, upon being paid into the Collection Accounts be released from the fixed charge created by Clause 3.1 of the Debenture and shall become subject to the floating charge created by Clause 3.2 of the Debenture. Such release from the fixed charge over Book Debts shall not affect, and shall be entirely without prejudice to, the continuance of the said fixed charge on all other Book Debts of the Charging Companies outstanding from time to time.
11. By Clause 6.4(d) of the Debenture, each Charging Company agreed that except with the prior written consent of the Security Agent, no Charging Company shall withdraw any monies standing to the credit of a Cash Collateral Account unless such withdrawal is permitted by the terms of the Senior Facilities Agreement.
12. By Clause 6.4(e) of the Debenture, each Charging Company agreed that save as permitted by the Senior Facilities Agreement, no Charging Company shall release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Bank Balances.
13. By Clause 6.7(a) of the Debenture, each Charging Company shall comply with and perform all its obligations under and the conditions on its part to be fulfilled and contained in the Assigned Agreements and shall not agree to any amendment or

variation to any of the Assigned Agreements (other than the Metal Supply Agreements and the Technical Assistance Agreement) and shall not terminate any of the Assigned Agreements to the extent prohibited by the Senior Facilities Agreement;

14. By Clause 6.8(a) of the Debenture, each Charging Company agreed that subject as provided herein all moneys received by or on behalf of each Charging Company by virtue of any insurance (whether or not effected in accordance with the Debenture and whether the events by virtue of which such moneys become payable occurred before, on or after the date of the Debenture) shall be deemed part of the Charged Assets.
15. By Clause 6.8(d) of the Debenture, each Charging Company agreed that all and any moneys received by or on behalf of any Charging Company by virtue of any insurance shall be held on trust (by way of equitable charge) for the Security Agent until paid into a Charged Account in accordance herewith.
16. By Clause 10.6(a) of the Debenture, each Charging Company irrevocably authorised the Security Agent and each of the other Senior Finance Parties without notice to any Charging Company at any time after an Event of Default has occurred:
 - (a) to combine, consolidate or merge all or any of its accounts with any Liabilities (and for such purpose to debit all or any of the Liabilities to an account of such Charging Company with the Security Agent or such Senior Finance Party) and to set off or transfer any sum standing to the credit of any of its accounts (whether or not then due) or any credit balances on any other accounts with the Security Agent or such Senior Finance Party to which such Charging Company is beneficially entitled in or towards the satisfaction of any of the Liabilities, notwithstanding that the balances on such accounts and the Liabilities may not be expressed in the same currency; and
 - (b) to use any such sums or credit balances to effect any necessary conversions at the Security Agent's or such Senior Finance Party's own rate of exchange then prevailing.
17. By Clause 12 of the Debenture, each Charging Company agreed that it would promptly seal (if appropriate), execute, deliver and do all such deeds, instruments, agreements, acts and things as the Security Agent may require either:
 - (a) for registering, perfecting or protecting the Charged Assets or any of the Charges; or
 - (b) for facilitating the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent, any Receiver or any Delegate.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03944037

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 7th JULY 2000 AND CREATED BY LUXFER GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OTHER CHARGING COMPANY (AS DEFINED) AS PRIMARY OBLIGOR TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY AGENT FOR ITSELF AND THE OTHER SENIOR FINANCE PARTIES UNDER OR IN CONNECTION WITH THE SENIOR FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th JULY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JULY 2000.

LR.
P.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E