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COMPANIES FORM No. 395

Particulars of a mortgage or charge

00400041

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

19 DEC 2002

4589136

Name of company

\* Weavedegree Limited (the "Charging Company")

Date of creation of the charge

12 December 2002

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

Omnibus Letter of Set-Off (the "Letter of Set-Off")

Amount secured by the mortgage or charge

Please see attached Rider 1

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

Lloyds TSB Bank plc, Lloyds TSB Corporate - Acquisition Finance, PO Box 18436, 39 Threadneedle Street, London (the "Bank")

Postcode EC2R 8PT

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

CMS Cameron McKenna  
Mitre House  
160 Aldersgate Street  
London  
EC1A 4DD

REJ/107261.64.20499805.01

Time critical reference

For official Use  
Mortgage Section

Post room



Please see attached Rider 2

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)

N/A

Signed AMS Cameron McHenna Date 16 December 2002

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

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

## Rider 1

All money and liabilities whether actual or contingent (including further advances made thereafter by the Bank and secured directly or indirectly by the Letter of Set-Off) which then were or at any time thereafter may be due, owing or incurred from or by any one or more of the Companies listed below (the "Companies") and the Charging Company to the Bank anywhere or for which anyone or more of the Companies and the Charging Company may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) whether in Sterling or any other currency (the "Liabilities" and "Liability" means any one of them);

The Companies	Company No.
1. Pieceamber Limited	4595020
2. Icon Polymer Group Limited	3907128
3. Icon Polymer Limited	3793107
4. Icon Warne Holdings Limited	4965433
5. Icon Warne Limited	43117
6. Icon Northern Rubber Limited	282648

## Rider 2

Any sum (hereinafter referred to as the "Credit Balance") standing to the credit of an Account (as hereinafter defined) whether in Sterling or any other currency and the debt from time to time owing by the Bank represented by that sum and "Credit Balances" means all of them;

NOTE: Under clause 2.1 of the Letter of Set Off, in addition to any general lien, right of set-off or combination or other right to which the Bank as bankers may be entitled by law the Bank may at any time and from time to time and with or without notice to the Companies and the Charging Company:

- (a) combine or consolidate all or any of the Accounts with all or any of the Liabilities; and
- (a) set-off or transfer any Credit Balance in or towards satisfaction of any of the Liabilities.

Under Clause 2.2 of the Letter of Set-Off the Charging Company with full title guarantee thereby charges by way of first charge the Charging Company's Credit Balances to the Bank to secure repayment of all the Liabilities.

Under Clause 7 of the Letter of Set-Off none of the Companies and the Charging Company will (without the Bank's prior written consent) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to any Credit Balance or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case, in favour of or upon the Bank).

Under Clause 8 of the Letter of Set-Off, the Charging Company (in this capacity referred to as "Guarantor") thereby guarantees as a continuing security payment to the Bank of all the Liabilities then or thereafter due, owing or incurred to the Bank from or by all or any one or more of the Companies provided that the Guarantor shall not be liable to make payment under the guarantee except to the extent of its Credit Balances at the time that any of the Liabilities falls due for payment and remains unpaid.

## **Definitions**

**“Accounts”** means all the Charging Company’s and the Companies’ present and future accounts with the Bank whether such accounts are in the sole name of the Charging Company or the Companies or in the joint names the Charging Company or the Companies and another party and includes accounts in the Bank’s name with any designation which includes the name(s) of the Charging Company or the Companies and **“Account”** means any one of them.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04589136

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN OMNIBUS LETTER OF SET-OFF DATED THE 12th DECEMBER 2002 AND CREATED BY WEAVEDEGREE 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 LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th DECEMBER 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —