

NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICE RECORD

Companies House regrets that the microfiche record for this company contain some documents which are illegible.

The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.



COMPANIES FORM No. 395



Please do not write in this margin

Particulars of a charge

Pursuant to section 395 of the Companies Act 1985



Please complete legibly, preferably in black type, or bold block lettering To the Registrar of Companies

For official use

Company number

2379869

Name of company

PONTRILAS GROUP PACKAGING

Limited

Date of creation of the charge

28TH AUGUST 1989

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

DEBENTURE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

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

BARGLAYS BANK PLC

64 LOMBARD STREET LONDON ECSP SAH

Short particulars of all the property mortgaged or charged

SEE OVERLEAF

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

> COMPANY AND CREDIT INFORMATION SERVICES

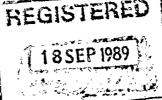
BARCLAYS BANK PLC 54 LOMBARD STREET

LONDON ECSP SAH

Time critical reference

For official use

Mortgage section



Post room



Page 1

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

- by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H.M. Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- by way of a first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or pari passu with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

Particulars as to commission, allowance or discount

FOR BARCLAYS BANK PLC

Signed a

1 3 SEP 1989 Date

FILE COPY.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 28th AUGUST 1989 and created by PONTRILAS GROUP PACKAGING LIMITED

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the company to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 18th SEPTEMBER 1989

Given under my hand at the Companies Registration Office,

Cardiff the 26th SEPTEMBER 1989

No. 2379869

J. P. DUGGAN

an authorised officer

LC

C.69a

269



COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



Please do not write in this margin

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

* Insert full name of company

For official use	Company number				
	2379869				

Name of Company

•	PUNTRILAS	GROUP	PACKAGING	LIMITED
				
6				

Date of creation of the charge

2.2.90

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

DEBUNTURE

Amount secured by the mortgage or charge

THE AGGREGATE PRINCIPAL SUM OF £200,000.00 TOGETHER WITH INTEREST ON THE SAID SON OR ON SO MOCAL THEREOF AS FOR THE TIME BEING REMAINS BOISTANDING

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

BRITISH STEEL (INDUSTRY) I THI HED BRIDGE HOUSE, BRIDGE STREET

SHELLHED

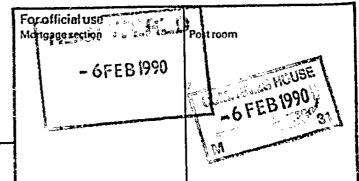
Postcode

53 BAS

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

MORGAN BRUCE BRADLEY COURT PARK PLACE CARDIFF. CF 1 3DP DJGM.AMS.

Time critical reference



Short particulars of all the property mortgaged or charged	Please do not write in this margin
SEE ATTACHED SCHEDUCT	Please complete legibly, preferably in black type, or bold block lettering.
	"
Particulars as to commission allowance or discount (Note 3)	
2 10 10	

t Delete as appropriate.

Notes

Signed_

On behalf of fcompany fmortgagee/chargee/t

- 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 despatched 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 situated 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.
- 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.

PONTRILAS GROUP PACKAGING LIMITED

Short particulars of all the property mortgaged or charged.

Firstly by way of fixed charge all estates or interests in any freehold or leasehold property now or in the future vested in the Company together with all buildings and fixtures (including trade fixtures) and all plant machinery both present and future (including any items specified in Schedule 1 and/or replacements modifications and additions to the same and the benefit of any obligations and warranties given by any manufacturer or supplier in respect of the same [no items specified in Schedule 1]

Secondly by way of fixed charge all the goodwill uncalled capital licences patents and other intellectual property rights both present and future of the Company

Thirdly by way of fixed charge all book debts and other debts both present and future of the Company

Fourthly by way of floating charge the undertaking and all other property and assets both present and future including stock in trade work in progress prepayments quoted investments cash and all other debts revenues and claims of the Company



FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 2nd FEBRUARY 1990 and created by PONTRILAS GROUP PACKAGING LIMITED

for securing £200,000.00 due from the Company to BRITISH STEEL (INDUSTRY) LIMITED

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 6th FEFRUARY 1990

Given under my hand at the Companies Registration Office, Cardiff the 16th FEBRUARY 1990

No. 2379869

A. M. GARVES an authorised officer

C.69

16/2

Please do not write in this margin

Please complete legibly, preferably

in black type, or hold block lettering

COMPANIES FORM No. 395

Particulars of a charge

Pursuant to section 395 of the Companies Act 1985

Limited

To the Registrar of Companies

For official use Company number 2379869

Name of company

PONTRILAS GROUP PACKAGING

Date of creation of the charge

23rd November 1990

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

GUARANTEE & DEBENTURE

By the Company and

PONTRILAS TIMBER AND BUILDERS' MERCHANTS LIMITED WOOFFERTON SAWMILLS LIMITED TREATIM (PONTRILAS) LIMITED POWYS BUILDING SUPPLIES LIMITED PONTRILAS TOTAL PACKAGING LIMITED 是说,"从下的Bar 100011111

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company and or all or any of the Companies listed above to the Bank upon any account and in any manner whatsoever.

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

> COMPANY AND CREDIT INFORMATION SERVICES

BARCLAYS BANK PLC

54 LOMBARD STREET LONDON EC3P 3AH

For official use Mortgage section

Post room

1 3 DEC 1990

Time critical reference

Page 1

395C (12/83)

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

- by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H.M. Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- (e) by way of a first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or pari passu with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

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

BARCLAYS BANK PLC

64 LOMBARD STREET LONDON EC3P 3AH

Particulars as to commission, allowance or discount

FOR BARCAAYS BANK PLC

1 O DEC 1990

Date

Designation of position in relation to the company: COMPANY AND CREDIT INFORMATION SERVICES

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 23rd NOVEMBER 1990 and created by PONTRILAS GROUP PACKAGING LIMITED

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the company and/or all or any of the other companies named therein to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 13th DECEMBER 1990

Given under my hand at the Companies Registration Office,

Cardiff the 19th DECEMBER 1990

No. 2379869

A. P. GODDARD

an authorised officer

C.69a(Y3)

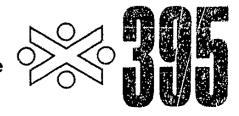


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COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



MITHE

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

*Insert full name of company to the Registrar of Companies

ASU

For official use Company number
2379869

Name of company

* PONTRILAS GROUP PACKAGING LIMITED

Date of creation of the charge

18th October 1991

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

Debenture containing fixed and floating charges

Amount secured by the mortgage or charge

All moneys and liabilities (actual or contingent) for the time being due owing or incurred by the Company to the Bank on any account and in any manner whatsoever

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

The Governor and Company of the Bank of Scotland ("the Bank")

PO Box No 267, 38 Threadneedle Street, London

Postcode EC2P 2EH

26/10

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

Bank of Scotland Law Department, 5th Floor Broad Street House 55 Old Broad Street London EC2P 2HL

Ref: LAW/SN

Time critical reference





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

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

Particulars as to commission allowance or discount (note 3)

N/A

For the Bank of Scotland

Signed JOSE

Date 22nd October 1991.

Pr-Manager, Law Department

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.

Particulars of a mor	tgage or charge			
Name of Company	PONTRILAS GROU	UP PACKAGING	LIMITED	Concessa on both examination
Number of Company	y 2379869		# () 1 e	* >>< DESTRUCTION OF THE PROPERTY OF THE PROPER

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of Bank of Scotland dated 18th October 1991

Charges

- by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at H.M. Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plant and machinery now and hereafter annexed thereto for whatever purpose;
- by way of fixed charge all freehold and leasehold property hereafter belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
- by way of fixed charge all interests not thereinbefore effectively charged now or hereafter belonging to the Company in or over land or the proceeds of sale of land all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery now and hereafter annexed for whatever purpose to all freehold and leavehold property an interest in which stands charged thereunder:
- by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- by way of fixed charge all stocks shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or inuring to the benefit of the Company.
- by way of fixed charge all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income:
- by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as described in 5 above):

by way of floating charge all the undertaking, property and assets of the Company whatsoever and wheresoever present and future of the Company not thereinbefore effectively charged by way of fixed charge including (without limitation) any immovable property of the Company situate in Scotland and any assets falling within any of the types mentioned in 3 to 7 above inclusive situate in Scotland but so that the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such assets either in priority to or pari passu with the floating charge thereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such assets except by way of sale in the ordinary course of its business.

Conversion into fixed charge

The Bank may from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any assets thereby charged as specified in any such notice and such floating charge shall automatically be converted into a fixed charge:—

- in respect of any assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition; and
- 2 in respect of all the assets thereby charged if and when the Company shall cease to carry on business or to be a going concern;

but so that this provision shall not apply to any assets situate in Scotland.

Restriction on charges and disposals

The Company may not without the previous written consent of the Bank create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other asset subject to a fixed charge under the Debenture nor in any way dispose of the equity of redemption thereof or any interest therein.

Control of moneys received

The Company must pay into the Company's account with the Bank or as the Bank may direct all moneys which it may receive in respect of any policies of insurance or assurance royalties or book or other debts or any other of the rights and claims charged to the Bank under 5, 6 and 7 above and until such payment hold all moneys so received upon trust for the Bank and may not without the prior written consent of the Bank charge factor discount or assign any of the said policies royalties debts rights or claims in favour of any other person or purport so to do.

Redemption or purchase of own shares

The Company may not without the previous written consent of the Bank redeem or purchase any of its own shares or issue any redeemable shares.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 18th OCTOBER 1991. and created by PONTRILAS GROUP PACKAGING LIMITED

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the company to THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 25th OCTOBER 1991

Given under my hand at the Companies Registration Office,

Cardiff the 31st OCTOBER 1991

No. 2379869

an authorised officer

C.69a

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge





Please do not write in this margin

Pursuant to section 403(1) of the Companies Act 1985

SHALC To the Registrar of Companies For official use Company number Please complete legibly, preferably 2379869 1 10 in black type, or bold block lettering Name of company " Insert full name PONTRILAS GROUP PACKAGING LIMITED of company I WILLIAM JOHN GREEN OF THE SALMILLS PONTRICAS NR HEREFORD adiropter/the secretary of the above company, do solemnly and sincerely declare that the debt for † Delete as appropriate which the charge described below was given has been paid or satisfied in [full][part]t Date and Description of charget Debenture dated 28th August ‡ Insert a description of the instrument(s) 18th September 1989 Date of Registration§__ creating or evidencing (h) Name and address of [chargee] from the knowledge was boldered. BARCLAYS BANK PLC charge, eg 'Mortgage' 54 Lombard Street London EC3P 'Charge', 'Debenture' etc. Freehold and leasehold property: fixtures Short particulars of property chargedga § The date of buildings and general fixed and floating charge over all assets. registration may be confirmed And I make this solemn declaration conscientiously believing the same to be true and by virtue of the from the certificate provisions of the Statutory Declarations Act 1835. ø Insert brief details of property Declarant to sign below one thousand nine hundred, and if before me. A Commissioner for Oaths or Notary Public or Justice of the-Peace-or Solicitor having the powers conferred on a Commissioner for Oaths Presentor's name, address and fortofica reference (if any): Post room. 14NOV 1991

The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscott Street, London SE1 5TS

1985 Edition 11 85 F5853 5010406

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge



(3)

Please do not write in this margin

Pursuant to section 403(1) of the Companies Act 1985

5487 C

To the Registrar of Companies For official use Company number Please complete legibly, preferably 2379869 161 in black type, or bold block lettering Name of company * Insert full name PONTRILAS GROUP PACKAGING LIMITED of company WILLIAM JOHN GREEN OF THE SAWMILLS PONTRILAS NR HEREFORD † Delete as a-director/the secretary of the above company, do solemnly and sincerely declare that the debt for appropriate. which the charge described below was given has been paid or satisfied in [full][[数数]] ‡insert a Date and Description of charget 23rd November 1990 - Guarantee and Debenture description of the instrument(s) 13th December 1990 Date of Registrations___ creating or evidencing the BARCLAYS BANK PLC Yame and address of [chargee] trusteer for the rick on try tighter] charge, eg Mortgage, 54 Lomb d Street London EC3P 3AH 'Charge', 'Debenture' etc. Short particulars of property chargeds, All freehold and leasehold property, fixtures, § The date of buildings, and general fixed and floating charges over all assets registration may be confirmed And I make this solemn declaration conscientiously believing the same to be true and by virtue of the from the certificate provisions of the Statutory Declarations Act 1835. ø Insert brief details of property Declarant to sign below one thousand nine hundred and before me_ HALPI A-Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

1/3,

For official use

Morph GISTERED Post COMPANIES HOUSE

14 NOV 1991

M 25

(OVEZ

Presentor's name, address and

reference (if any):

The Solicitors' Law Stationery Society plc, Oyez House, 27 Cranscott Street, Condon SE1 5TS



Please do not write in this margin

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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

*Insert full name of company

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 	 		 _	_	_			_	

MISOC

For official use Company number

2379869

Name of company

PONTRILAS GROUP PACKAGING LIMITED

Date of creation of the charge

To the Registrar of Companies

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

PLEASE SEE SCHEDULE 1 ATTACHED

Amount secured by the mortgage or charge

PLEASE SEE SCHEDULE 2 ATTACHED

Ente (on to being (inthinal in Part 3 of the charge)

J-T- Mechange

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

PLEASE SEE SCHEDULE 4 ATTACHED

Postcode

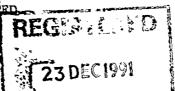
Presentor's name, address and reference (if any):

FORWARD TRUST GROUP LIMIT SECURITIES DEPARTMENT : PO BOX 366 BIRMINGHAM B15 1RA

021-455-3207 REF: SEC/3M16.DEC/CMG

Time critical reference

For official use Mortgage section



| Post room



Page 1

- By way of first fixed charge over all book debts and a other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as Leasing (as defined in Schedule 3 hereto) may have specifically agreedin writing to exclude from such first fixed charge: and
- By way of floating charge all the undertaking of the b Company and of all its property whatsoever and wheresoever both present and future including its uncalled capital for the time being and of the book debts and other debts referred to in (a) which are not charged by way of first fixed charge

PER PRO Please do write in this margin

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

Particulars as to commission allowance or discount (note 3)

EORWARD WRAST LIMITED

Signed

MANAGER

Date

17 December 1991

On behalf of [company] [mortgagec/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.

PER Page 2

1985 Edition 5 89 F8728 5010503

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 16th DECEMBER 1991 and created by PONTRILAS GROUP PACKAGING LIMITED

for securing all moneys due or to become due from the Company to LEASING (AS DEFINED IN PART 3 OF THE CHARGE) under the terms of THE CHARGE

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 23rd DECEMBER 1991

Given under my hand at the Companies Registration Office,

Cardiff the 3rd JANUARY 1992

No. 2379869

JENNIFER V. EVANS

an authorised officer

C.69



SCHEDULE 1

Charge dated 16 December 1991 including a restriction against the creation of or permitting to subsist any mortgage charge lien pledge or other security over all or any of the assets charged ranking in priority to or pari passu with the Charge the subject of this application for registration.

SCHEDULE 2

All monies and liabilities which now are or shall at any time hereafter be due owing or incurred to Leasing (as defined in Schedule 3 hereto) by Pontrilas Timber and Builders Merchants Limited (the "Customer") whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (without prejudice to the generality of the foregoing) all present and future indebtedness of the Customer to Leasing arising under any agreement made by Leasing with the Customer whether before on or after the date hereof for the bailment of goods by Leasing to the Customer and whether or not any such agreement is a Hire Purchase Agreement within the meaning given by Section 189 of the Consumer Credit Act 1974 (each and any such agreement is hereinafter referred to as "Agreements") and any claim for unliquidated or liquidated damages which Leasing may have against the Customer arising out of the breach or repudiation or other termination of the Agreements or any judgement for the same and any sum agreed to be paid by the Customer under any provision of the Charge the subject of this application for registration and as well after as before any demand made or judgment obtained interest discount commission and other lawful costs charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Customer or the Company and Leasing relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the current practice of Leasing (but so that interest shall be computed at the rate of two per cent per annum over Midland Bank Base Rate for the time being

Schedule 3

"Leasing" means the company first named im Schedule 4 hereto acting under the Charge and/or under any Agreements (as defined in the Charge) as principal in its own right and/or under the Charge and/or under any Agreements (as defined in the Charge) as agent of any other company named in Schedule 4 hereto and whether such agency is disclosed or undisclosed.

MANAGED MANAGED WANTED WANTED WANTED TO THE WA

Schedule 4

Address Name 145 City Road Midland Montagu Leasing Limited London Forward Leasing (AF) Limited EC1V 1JY Forward Leasing (B) Limited Forward Leasing (Broad Street) Limited Forward Leasing (C) Limited Forward Leasing (D) Limited Forward Leasing (GB) Limited Midland Gillett Leasing (South) Limited Midland Montagu Equipment Finance Limited Midland Montagu Equipment Finance (UK) Limited Midland Montagu Leasing (AF) Limited Midland Montagu Leasing (B) Limited Midland Montagu Leasing (B.S.H.) Limited Midland Montagu Leasing (C) Limited Midland Montagu Leasing (D) Limited Midland Montagu Loasing (GB) Limited Midland Montagu Leasing (UK) Limited) 12 Calthorpe Road Forward Leasing Limited) Edgbaston Forward Leasing UK) Limited Birmingham

B15 1QZ

MITTEL

COMPANIES FORM No. 403a

To the Registrar of Companies

Name of company

Declaration of satisfaction in full or in part of mortgage or charge



2379869



Please do not write in this margin

Pursuant to section 403(1) of the Companies Act 1985

For official use Company number

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

* Insert full name

of company

† Delete as (35) appropriate

‡ Insert a description of the instrument(s) creating or evidencing the charge, eg Mortgage 'Charge', 'Debenture' etc

§ The date of registration may be confirmed from the certificate

ø Insert brief details of property

PONTRILAS GROUP PACKAGING LIMITED

4RBEN 50 HM RUAD MID CLAMVECAN

[a director] [the accordary] [the administrator] [the administrative receiver]† of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full][partiff

DEBENTURE 2ND FEBRUARY, Date and Description of charget_

6TH FEBRUARY. 1990 Date of Registrations__

Name and address of [chargee][trustec-for-the-debenture-holders]-_ BRITISH STEEL (INDUSTRY) LIMITED, BRIDGE HOUSE, BRIDGE STREET, SHEFFIELD S3 8NS

Short particulars of property chargedø All freehold and leasehold property. fixtures, plant and machinery, goodwill, book debts, stock

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at SWANSEA

day of.

one thousand nine hundred and

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a

Declarant to sign below

Commissioner for Oaths

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

LAMBE CORNER & CO. 36/37 BRIDGE STREET. HEREFORD HR4 9DJ.

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18 JAN1992

(DMH)

The Solicitors' Law Stationery Society pla, 24 Gray's Inn Road, Tondon WC1X 8HR

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