

Please do not  
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## Particulars of a mortgage or charge

**Pursuant to section 395 of the Companies Act 1985**

395

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

\*Insert full name  
of company

**To the Registrar of Companies**

For official use Company number

M122

9/10 ✓ I I A

57513

Name of company

\*SCA Packaging Limited ("the Mortgagor")

**Date of creation of the charge**

11/08/1994

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

Legal Mortgage ("Legal Mortgage")

Amount secured by the mortgage or charge

The Obligations in accordance with the terms of the Operator Liability Agreement and other Operative Documents to which the Company and the Mortgagor are parties and which means all monies, costs, charges, expenses, liabilities and obligations whether certain or contingent which now or hereafter may be or become due, owing or incurred by the Mortgagor to the Company (whether solely or jointly with one or more persons under the Operator Liability Agreement) under or pursuant to the Operator Liability Agreement.

Whereas - in this Form 395 the following terms shall have the following meanings:-

**"Charged Property"** means the property, assets and income of the Mortgagor for the time being assigned or charged to the Company by the Legal Mortgage.

Permitted to the Operator & exclusively confidential  
DID 10.85 94

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

ABB Credit Finans AB of  
Nybrokajen 15

~~5-111-48 Stockholm Sweden ("the Company").~~

Postcode

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

23 AUG 1994

Ref: SRG/A2486/030/AJR

Clifford Chance  
200 Aldersgate Street  
London EC1A 4JJ

For official use  
Mortgage Section

# REGISTERED

23 AUG 1994



KLO \*K52HI41V\* 2226  
COMPANIES HOUSE 23/08/94

### Time critical reference

Short particulars of all the property mortgaged or charged

1. Charge Over Property

The Mortgagor as beneficial owner (and to the intent that the security so constituted shall be a continuing security in favour of the Company) charged in favour of the Company with the payment and discharge of the Obligations by way of:

- (i) first legal mortgage the Property;
- (ii) first fixed equitable charge all its right, title and interest in the Property (other than the Property effectively charged by way of first legal mortgage under sub-clause 3.1 (i) of the Legal Mortgage).

PROVIDED THAT the Mortgagor agreed to grant to the Company all necessary rights of access to the Property over any other property vested in it for the purposes of enabling the Company to exercise its rights and powers set out in the Legal Mortgage.

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Particulars as to commission allowance or discount (note 3)

None

Signed

*Clifford Chance*

Date

*22/8/94*

On behalf of [company] [mortgagee/chargee]\*

\*Delete as  
appropriate

Notes

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

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No. \_\_\_\_\_  
to Forms Nos 395 and 410 (Scot)

Company number

59913

Please complete  
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Name of company

SCA Packaging Limited ("the Mortgagor")

\*Delete if  
inappropriate

Limited\*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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"Company" includes any successor in title, transferee or assignee of the Company whether legal or equitable who is (at the relevant time) "the Lessor" for the purposes of the Lease Agreement;

"Equipment" means all the known Mortgagor's sub-leasehold interest in the testliner and fluting paper machine known as the PM6 Machine and the preparation equipment and each and every item, part and component thereof and installed thereon at the date of the Legal Mortgage and thereafter which having been removed therefrom remain the property of the Company pursuant to the Lease Agreement and all replacements, renewals and additions made to the foregoing in accordance with the Lease Agreement as is more particularly defined in the Lease Agreement.

"Leases" means (severally) any lease, underlease, sub-lease, licence, agreement, option, occupation agreement or any other document governing the use or occupation of the Property or any part thereof;

"Lease Agreement" is more particularly defined in the Operator Liability Agreement.

"Mortgagor" includes its successors in title and assigns and those deriving title from the Mortgagor or otherwise entitled to redeem the security constituted in the Legal Mortgage;

"Operator Liability Agreement" means the agreement dated the 10 August 1994 and made between (1) the Company as lessor (2) Eagle Financial and Leasing Services Limited as lessee and (3) the Mortgagor as operator as amended, extended or replaced from time to time;

"Operative Documents" means such documents more particularly described in the Operator Liability Agreement.

"Receiver" means a receiver or receiver and manager or an administrative receiver as the case may be;

"Property" means all those two parcels of freehold land at Aylesford, Kent situate thereon, registered at HM Land Registry under part of title number K664216 as is coloured red on the plan attached.

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## 2. Equitable Assignment

The Mortgagor as beneficial owner (and to the intent that the security so constituted shall be a continuing security in favour of the Company) granted to the Company so far as it has the power so to do to gain access and enjoy the use of the Property for the purposes of the Company or the Receiver set out in the Legal Mortgage

## 3. Continuing Security

(i) The security from time to time constituted by or pursuant to the Legal Mortgage shall remain in full force and effect as a continuing security until discharged by the Company.

(ii) No part of the security hereby created shall be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Obligations.

## 4. Appointment of Receiver

Clause 7.1 of the Legal Mortgage gives the Company the right to appoint a Receiver and exercise the power of sale when the Company is entitled to recover physical possession of the Equipment pursuant to the terms and conditions of the Lease Agreement and shall have been refused entry to the Property for such reason.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00053913

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 11th AUGUST 1994 AND CREATED BY SCA PACKAGING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ABB CREDIT FINANS AB ON ANY ACCOUNT WHATSOEVER PURSUANT TO THE OPERATOR LIABILITY AGREEMENT DATED 10th AUGUST 1994 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th AUGUST 1994.

A handwritten signature in cursive script, appearing to read 'N. M. GROVEE'.

N. M. GROVEE

for the Registrar of Companies



COMPANIES HOUSE

HC026B

LC  
JC  
25/8