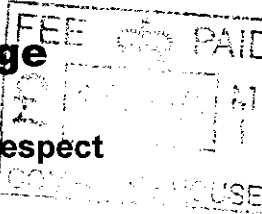


M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.



395

Pursuant to section 395 of the Companies Act 1985

000443/13

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

For official use

Company number



02597710

Name of company

* DEAMAS DISPOSABLES LIMITED

Date of creation of the charge

24TH OCTOBER 2005

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

ALL ASSETS DEBENTURE ("THE DEBENTURE")

Amount secured by the mortgage or charge

All the monies which now or at any time in the future may be owing due and/or payable (but remaining unpaid) by the Company to the Security Holder in any manner and for any reason on any account; including all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreement for discounting or factoring of Debts (as defined in the Debenture) or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof; also any of the following items, whether now or in the future:

(continued on a separate sheet)

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

LLOYDS TSB COMMERCIAL FINANCE LIMITED
BOSTON HOUSE, THE LITTLE GREEN, RICHMOND, SURREY ("THE SECURITY HOLDER")

Postcode TW9 1EQ

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

Gateley Wareing LLP
Knightsbridge House
Lower Brown Street
Leicester
LE1 5NL

GJ/07626.064/skc

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. a fixed charge by way of a legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H. M. Land Registry (details of which are set out in the Third Schedule to the Debenture)
2. a fixed charge on all of the following assets, whether now or in future belonging to the Company:
 - (a) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2.1.1 of the Debenture including such as may be acquired after the date of the Debenture;
 - (b) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2.1.1. of the Debenture and all spare parts, replacements, modifications and additions for or to the same;
 - (c) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;

(continued on a separate sheet)

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)

Signed Gulley Waring Ltd.

Date 31 October 2005

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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

- (d) all plant and machinery and other equipment listed in the Fifth Schedule of the Debenture ("the Fifth Schedule") and all spare parts, replacements, modifications and additions for or to the same;
- (e) all plant and machinery, including all spare parts, replacements, modifications and additions for or to the same, not listed in the Fifth Schedule;
- (f) all goodwill, unpaid and/or uncalled capital of the Company;
- (g) all the Company's Intellectual Property (as defined);
- (h) all the Company's Securities (as defined);
- (i) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary (as defined) of the Company or a member of the Company's Group (as defined);
- (j) all amounts realised by an administrator or liquidator of the company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986

3. a fixed charge upon all or any of the following assets, whether now in existence or coming into existence in the future:

- (a) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Holder;
- (b) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
- (c) all monies in the bank account specified in clauses 3.1.6(i) and 3.1.7 of the Debenture including Remittances (as defined) in respect of which instructions to the Company's bankers have been given under clause 3.1.6(iii);
- (d) all Remittances in respect of the Company's Other Debts (as defined) and Non-Vesting Debts (as defined) which in accordance with clause 3.1.6(ii) of the Debenture shall be received by the person or at the address or post office box specified in that sub-clause; all other Remittances in respect of Other Debts and Non-Vesting Debts received by the Company pending their being dealt with in accordance with the terms of the Debenture or any instructions given in accordance with it;
- (f) any account in the name of the Company under the control of or operated in accordance with the directions of the Security Holder.

4. a fixed charge on all the Company's Other Debts and Non-Vesting Debts;

5. a floating charge on such of the moneys present and future and on such of the moneys present and future which the Company may receive in respect of the Company's Other Debts and Non-Vesting Debts and which, until any direction from the Security Holder to the contrary, are paid into the bank account of the Company referred to in clause 3.1.8. of the Debenture;

6. a floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future, not subject to the above charges.

NB The Company has covenanted with the Security Holder that whilst this security exists, it:

6.1.1 will deal with the Non-Vesting Debts and their Related Rights (as defined) as if they were Debts (as defined) and their Related Rights

(continued on a separate sheet)

purchased by the Security Holder under the Financing Agreement and in particular will not bank or deal with Remittances in respect of them except by dealing with them in accordance with the Financing Agreement

6.1.2 will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges in the Debenture, except by way of sale at full value in the ordinary course of its business now being carried on;

6.1.3 will not sell, transfer, lease, license or dispose of the Mortgaged Property subject to the fixed charges herein without the prior written consent of the Security Holder but such restriction shall not prohibit the disposal of an asset (other than freehold or leasehold property) for the purpose of its immediate replacement, modification, repair and/or maintenance;

6.1.4 will deal with the Company's Other Debts outstanding and Remittances in accordance with the Security Holder's written directions until such directions are given will only deal with the Company's Other Debts by way of getting in and realising the same in the ordinary course of business;

6.1.5 will execute an assignment of the Company's Other Debts in favour of the Security Holder in such form as the Security Holder requires, whenever the Security Holder so demands;

6.1.6 give instructions in accordance with the directions of the Security Holder at any time;

- (i) to debtors to pay Remittances in respect of the Company's Other Debts direct into such bank account under the control of the Security Holder (and whether in the name of the Company or the Security Holder) as the Security Holder may specify and whether or not this is an account opened under the terms of the Debenture and/or
- (ii) to debtors to pay Remittances in respect of the Company's Other Debts to such address, or post office box under the control of the Security Holder or to such person employed by or only accepting instructions from the Security Holder as the Security Holder may specify; and/or
- (iii) to the Company's bankers that all Remittances in respect of Other Debts, received by means of electronic funds transfers direct into a bank account of the Company, shall forthwith be transferred to such bank account as the Security Holder may specify (whether the specified bank account is in the name of the Company or the Security Holder and whether or not it is an account opened under the terms of the Debenture) but in each case without affecting the right of the Security Holder under clause 3.1.5 of the Debenture to give other directions

6.1.7 will, as directed by the Security Holder, open such bank accounts in the name of the Company with such mandates as the Security Holder may specify; such bank accounts can include separate designated accounts or trust accounts or accounts where the officers of the Security Holder are irrevocably appointed as the only persons able to operate the accounts; will thereafter pay into such bank accounts all Remittances which the Company may receive in respect of its Other Debts;

will only deal with the monies in such account in accordance with the written directions of the Security Holder (subject only to such rights as the bank at which the account is held may have in respect thereof);

(continued on a separate sheet)

6.1.8 until any contrary direction, demand or requirement by the Security Holder under the Debenture will only pay Remittances, which the Company may receive in respect of the Company's Other Debts, into a bank account under the Company's control;

6.1.9 will only pay or otherwise deal with the monies in any of the Company's bank account referred to in clause 3.1.5 of the Debenture in accordance with the written directions from time to time given by the Security Holder (subject to any rights which the bank at which the account is held has in respect thereof);

6.1.10 will not charge, sell, discount, factor, dispose of or, except in accordance with this deed, otherwise deal with its Other Debts or the relative Remittances unless it has the prior written consent of the Security Holder;

6.1.11 after conversion of the floating charges created by clause 2.1.5 and 2.1.6 of the Debenture into fixed charges will not, except as permitted by the Security Holder, withdraw any credit balance representing Remittances from any of the Company's bank accounts under control of the Company;

6.1.12 will authorise its bankers from time to time to provide copy statements and full particulars of all the Company's accounts and facilities with them whenever requested by the Security Holder;

6.1.13 will provide such other information, as the Security Holder may reasonably request regarding the Company's affairs;

6.1.14 will, immediately it becomes aware, provide the Security Holder with details of any present or future litigation, arbitration or administrative proceedings in progress, pending or, to the knowledge of the Company, threatened against it which might have a material adverse effect on the Company's ability to perform its obligations under the Debenture.

continued

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

1. all monies due or payable under the agreement (if any) for the sale and purchase of Debts (as defined) and/or a conditional sale agreement and any other type of agreement between the Company and the Security Holder, the details of which are set out in the Second Schedule to the Debenture and any amendments or alterations to it or them and any replacement of it which may be agreed between the parties ("the Financing Agreement") (if any) or by virtue of any guarantee or indemnity given by the Company to the Security Holder;
2. all advances which the Security Holder has made or shall make to the Company;
3. any indebtedness now or hereafter to be incurred by the Security Holder for or at the request of the Company, including all monies which the Security Holder shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following:
 - 3.1 the Security Holder making direct advances; or
 - 3.2 the Security Holder drawing, accepting, endorsing, paying or discounting any Remittance (as defined in the Debenture); or
 - 3.3 the Security Holder entering into any bond, guarantee, indemnity or letter of credit; or
 - 3.4 the Security Holder confirming orders; or
 - 3.5 the Security Holder otherwise accepting any other liability for or on behalf of the Company;
4. all monies which the Security Holder can charge to the Company and all costs charges and expenses incurred by the Security Holder following default in payment of any such monies or of breach by the Company of any of the provisions of this deed.
5. the charges of surveyors and/or solicitors instructed by the Security Holder in connection with any part of the Mortgaged Property (as defined in the Debenture).
6. all costs and charges and expenses which the Security Holder may from time to time incur in:
 - 6.1 stamping, perfecting, registering or enforcing this security; or
 - 6.2 the negotiations for the preparation and execution of the Debenture and the Financing Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them; or
 - 6.3 obtaining payment or discharge of Secured Monies; or
 - 6.4 paying any rent, rates, taxes or outgoings for the Mortgaged Property; or
 - 6.5 insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property; or
 - 6.6 the preservation or exercise of any rights under or in connection with the Debenture or any attempt to do so; or
 - 6.7 giving a discharge or release of this security; or
 - 6.8 dealing with or obtaining advice about any other matter or question arising out of or in connection with the Debenture with the intention that the Security Holder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by the Security Holder for the Secured Monies;

(continued on a separate sheet)

7. all monies expended by any attorney appointed under clause 5.3 of the Debenture in exercising his powers;
8. interest on all monies due and owing to the Security Holder at such rate as may from time to time be payable pursuant to any agreement or arrangement

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

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02597710

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 24th OCTOBER 2005 AND CREATED BY DEAMAS DISPOSABLES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB COMMERCIAL FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th NOVEMBER 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —