

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £13 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

2043431130

[1117]

02597710

Name of company

\* Deamas Disposables Limited (the "Chargor")

Date of creation of the charge

8 February 2008

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

Chattels mortgage between (1) The Chargor and (2) Landsbanki Commercial Finance (the "Mortgage")

Amount secured by the mortgage or charge

The amount secured by the Mortgage is all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Chargor to the Lender under any of the Finance Documents, whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses (the "Secured Obligations")

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

Landsbanki Commercial Finance, a division of Landsbanki Island hf (the "Lender") operating through its London branch at Beaufort House, 15 St Botolph Street, London

Postcode EC3A 7QR

Presenter's name address and reference (if any)

Patrick Davis  
Eversheds LLP  
115 Colmore Row  
Birmingham  
B3 3AL

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



\*A1GSLXCD\*

A39

19/02/2008

89

COMPANIES HOUSE

Time critical reference

Bir\_Corp 1171280

Short particulars of all the property mortgaged or charged

See attached schedule

Note - The attached schedule contains details of covenants given by and restrictions on the Chargor that protect and further define the charges created by the Mortgage and which must be read as part of the charges created by the Mortgage

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

*Erwendas Up*

Date 13 February 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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

## **CONTINUATION OF FORM 395**

Company: Deamas Disposables Limited

Company number 02597710

### **SCHEDULE**

#### **PART 1**

#### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations

**1. Assignments by way of security**

Assigned absolutely to the Lender the following assets:

- 1 1 the Mortgaged Chattels;
- 1 2 the benefit of any obligations, guarantees or warranties undertaken or given (whether expressly or by implication) to or in favour of the Chargor by any manufacturer or supplier of the Mortgaged Chattels or by any other person in respect of the Mortgaged Chattels,
- 1.3 the benefit of all maintenance or support agreements entered into between the Chargor and a third party in respect of the Mortgaged Chattels,
- 1.4 the benefit of all Authorisations held or utilised by the Chargor in connection with the Mortgaged Chattels,
- 1 5 the benefit of the Insurance Proceeds; and
- 1 6 the benefit of all rights of access to and recover of Data and Records held by third parties,

in each case to the fullest extent capable of assignment and subject to re-assignment on redemption as provided in clause 14 13 of the Mortgage

**2. First Fixed Charges**

Charged in favour of the Lender the following assets:

- 2 1 any money (including any deposit, advance or instalment payment) payable to the Chargor for or in connection with the disposal (by whatever means and whether or not permitted by this deed) of the Mortgaged Chattels or any interest in the Mortgaged Chattels, and

- 2.2 any assets referred to in paragraph 1 above to the extent that such assets are incapable for any reason of being validly and effectively assigned to the Lender pursuant to that clause but are capable of being validly and effectively charged

3 **Floating Charge**

Charged in favour of the Lender by way of first floating charge, all those assets described or referred to in paragraphs 1 or 2 above, but not validly or effectively assigned or charged by way of security pursuant to, the provisions of clauses 3.1.1 (Assignment by way of security) or 3.1 2 (First fixed charge) respectively of the Mortgage

4. **Additional Mortgaged Chattels**

The Mortgage contains provisions whereby the Lender may by notice to the Chargor require any of the Mortgaged Chattels or any other chattel acquired by the Chargor after the date of the Mortgage to be added to Schedule 1 (Mortgaged Chattels) of the Mortgage and in such event a copy of Schedule 1 (Mortgaged Chattels) as so amended shall be signed by the Chargor and annexed to the Mortgage by way of endorsement, and from the date of such endorsement each such additional chattel shall stand charged by way of mortgage to the Lender by way of security or otherwise secured upon the terms of the Mortgage as if included in the definition of "Mortgaged Chattels"

5. **General provisions**

- 5.1 All the security granted or created by the Mortgage is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations.

- 5 2 The fact that no or incomplete details of any particular Secured Assets are included or inserted in any relevant Schedule to the Mortgage shall not affect the validity or enforceability of the charges created by the Mortgage

- 5 3 All the security created or given under the Mortgage is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

6. **Restrictions on charges and disposals (Negative Pledge)**

- 6 1 Clause 4 1 of the mortgage provides that, except as provided in clause 4.2 of the Mortgage, during the Security Period, the Chargor must not create, extend or permit to subsist any security over any of the Secured Assets, nor may it sell, transfer, lease or otherwise dispose of any of, or any interest in, the Mortgaged

Chattels, nor enter into any other preferential arrangement having a similar effect

6.2 The exceptions referred to at clause 4.2 of the Mortgage are

6.2.1 the security created or required to be created by the Mortgage;

6.2.2 the Permitted Security;

6.3.3 any security, arrangement or transaction to which the Lender has given its written consent.

#### DEFINITIONS APPLICABLE TO THIS FORM

In this Form 395 the following definitions apply

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Data and Records"** means all accounting, financial, maintenance, registration, insurance claims or other information and data of any nature and in whatever form or media created or stored held by or on behalf of the Chargor in relation to the Mortgaged Chattels

**"Delegate"** means any delegate, agent, attorney or trustee appointed by the Lender.

**"Discharge Date"** means the date with effect from which the Lender confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled.

**"Enforcement Party"** means any of the Lender, a Receiver or a Delegate

**"Expenses"** means. all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of the Mortgage, taking, perfecting, enforcing or exercising any power under the Mortgage, the appointment of any Receiver or Delegate, the breach of any provision of the Mortgage and/or the protection, realisation or enforcement of the Mortgage, and includes the costs of transferring to the Lender or the Receiver any security ranking in priority to the security constituted by the Mortgage, or the amount required to be paid to secure the unconditional and irrecoverable discharge of such security, or any of the foregoing as the context shall require.

**"Facility Agreement"** means a credit facilities agreement dated and made between (1) the Chargor, (2) LPC (Properties) Limited, (3) LPC (UK) Limited, (4) Kamns Paper Mill Limited, (5) LPC Group plc and (6) the Lender for the provision of certain loan facilities.

**"Floating Charge Asset"** means, at any time, all of the Secured Assets which are at that time the subject of the floating charge created under the Mortgage

**"Group"** means any group of companies for the time being comprising the Chargor, its Subsidiaries, any company of which the Chargor is a Subsidiary and any other Subsidiary of such company

**"Insurances"** means all contracts or policies of insurance of whatever nature relating to the Secured Assets which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest

**"Insurance Proceeds"** means the proceeds of any claim received by the Chargor arising out of the Insurances, after deduction of any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group, together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all interest on any of the foregoing.

**"Interest"** means interest at the rate provided and calculated in accordance with the Facilities Agreement both before and after judgement.

**"Mortgaged Chattels"** means those items of plant, machinery, computers, vehicles and equipment brief particulars of which are set out in Schedule 1 to these particulars and includes all accessories, appliances, components, controls, engines, instruments, operating systems, parts, spares and other equipment of any kind attached to, forming part of or comprised within such items of plant machinery, vehicles and equipment or designated for such purpose and also all additions and improvements to such items and any renewals of or replacements for such items made with the consent of the Lender and together with all further assets which are added to Schedule 1 (Mortgaged Chattels) of the Mortgage pursuant to the provisions of clause 3.2 (Additional Mortgaged Chattels) of the mortgage.

**"Permitted Security"** means security permitted under the terms of the Facilities Agreement

**"Receiver"** means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to the Mortgage in respect of the Chargor or in respect of the Secured Assets or any of them.

**"Secured Assets"** means the Mortgaged Chattels and all other assets mortgaged, charged, assigned or otherwise the subject of any security created by or pursuant to this deed and includes any part or parts of such assets

**"Security Period"** means the period beginning on the date of the Mortgage and ending on the Discharge Date

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 258 of the Companies Act.

**"VAT"** means value added tax as provided for in the Value Added Taxes Act 1994 and any other tax of a similar fiscal nature.

**"Chargor"** or **"Lender"** includes its successors in title, and its permitted assignees or permitted transferees

**"regulation"** includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental).

**"security"** includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect

**"tax"** includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment)

**APPENDIX A**

**LPC AFH Division  
24 New Star Road  
Leicester  
LE4 9JD**

**Plant  
No.**

**PCMC Sintex Line** ✓

PCMC Sintex toilet tissue converting line, including, ✓

Two CMG 10 00 unwinding stands  
Serial No's 3887, 4114 (2004) ✓

CMG 4000/SD tensioner  
Serial No 3888 (2004)

PCMC R/S SR5001 embosser & plybonder  
Serial No PP0675 (2005)

PCMC Sintex MS rewinder  
Serial No PR0013 (2005)

PCMC TS-151 tail sealer  
Serial No. PPO657 (2005)

PCMC A40 accumulator  
Serial No PR0015 (2005)

PCMC LSX log cutter cut-to-length machine

PCMC 1105 core machine unwind stand  
Serial No. PP0675 (2005)

PCMC C501 core roller  
Serial No. PP0607 (2005)

PCMC core accumulator

Slatted plastic belt conveyor

Microline AL70 flow wrapper, with inserter  
Serial No 303 (2005)

Microline MLF550 shrink tunnel  
Serial No 304 (2005)

**APPENDIX B**



**LPC AFH Division  
24 New Star Road  
Leicester  
LE4 9JD**

**Plant  
No.**

Microline up-ender

Microline TRASL + NASTRI diverger  
Serial No 292 (2004)

Microline straightener

Microline ML1500 flow wrapper  
Serial No 291 (2004)

Microline RVM800SX case erector & packer  
Serial No. 290 (2004)

Twin Pack MDE carton taper  
Serial No. 051387020 (2005)

Slatted plastic belt conveyor

Microline MLP11 palletiser, with pallet feed unit  
Serial No 306 (2005)

**Echo 1**

CD 150A/C flow wrapper & shrink tunnel  
Serial No 2353 (2001)  
(in storage)

**Echo 2**

Fabio Perini Echo rewinder  
Serial No 4150 (1995) / 4159 (1996)  
with Exor R&D MKD02B control

Line includes the following items,

**APPENDIX 13**

**LPC AFH Division**  
**24 New Star Road**  
**Leicester**  
**LE4 9JD**

**Plant  
No.**

Fabio Perini 710G  
Serial No 07967

Fabio Perini 421B  
Serial No 07968

Fabio Perini 311  
Serial No 07969

Fabio Perini log accumulator

Fabio Perini 142 log cutter cut-to-length machine  
Serial No 3154 (1995)  
with Exor R&D LKD03B control

Rubber belt conveyoring

Slatted plastic belt conveyor

CB 150SA flow wrapper & shrink tunnel  
Serial No. 1988 (1997)

**Echo 3**

Fabio Perini Echo rewinder  
Serial No. 4229 (2000)  
with Cutler Hammer PowerMate control

Fabio Perini 602G log accumulator  
Serial No 41022 (2000)

Fabio Perini 110G log cutter cut-to-length machine  
Serial No 41023

CB 150A flow wrapper & shrink tunnel  
Serial No. 1985 (1997)

Soco carton taper

**LPC AFH Division**  
**24 New Star Road**  
**Leicester**  
**LE4 9JD**

**Plant**  
**No.**

Concertina conveyor

**C-Fold**

Paper Converting Machine Company Limited C-Fold Towel  
paper towel converting machine  
Serial No 69041 (1996), including,

Twin station unwind stands

Single rail electric overhead travelling crane, with roll lift  
fixture

Tensioner guide rolls

Four knife slitter folder

Cut-to-length unit

Stacker gatherer

Development Industries of Green Bay, Inc model 90 rotary  
wrapping unit, with unwind stand  
Serial No 11-042

Quality station

CB ICART100HM carton form, fill & pack machine  
Serial No 1821

Concertina conveyor

**MTC Hand Towel Line**

MTC cut & fold machine )  
with ESA VT110 control, single roll unwind stand )

**LPC AFH Division**  
**24 New Star Road**  
**Leicester**  
**LE4 9JD**

**Plant**  
**No.**

Rubber belt take-off conveyor

MTC FPB10 banding machine  
Serial No 0195 (2005)  
with Siemens Simatic control

Rubber belt take-off conveyor

MTC FLS120 log cutter cut-to-length machine  
Serial No 0196 (2006)  
with Siemens Simatic control

Rubber belt take-off conveyor

CB 100PHM INCARTONA carton form, pack & tape  
machine  
Serial No 1497 (1996)

Slatted plastic belt conveyor  
(not in use)

#### **MTC Line**

MTC ITF7000 paper towel converting line (1998), including,

Two MTC external unwind stands  
Serial No 147 (2002)

MTC tensioner

MTC Interfold ITF7071 cut & fold machine  
Serial No 7071 (1998)

Rubber belt conveyor

**LPC AFH Division  
24 New Star Road  
Leicester  
LE4 9JD**

**Plant  
No.**

MTC FBP10 banding machine  
Serial No. 0165 (2004)  
with Siemens Simatic Panel control, Nordson ProBlue7  
glue head

MTC TLS120 log cutter cut-to-length machine  
Serial No. 0166 (2004)  
with Siemens Simatik Panel control

Slatted plastic belt conveyor

Rubber belt conveyor

**Fabio Perini 3-4-8 Line**

**Fabio Perini 1800mm wide Kitchen Roll Line  
comprising:**

Fabio Perini 117 unwind stand  
Serial No 1052

Fabio Perini core feeder

Perini 348 1800mm wide unwinder embosser and rewinder  
Serial No - (1983)

Fabio Perini rewinder  
Serial No R1052

Conveyor

Fabio Perini trimmer

Fabio Perini 510 accumulator  
Serial No 6253 (1992)

~~APPENDIX 2~~

LPC AFH Division  
24 New Star Road  
Leicester  
LE4 9JD

**Plant  
No.**

Perini Flex 140 log conveyor  
Serial No 6255 (1992)

Fabio Perini 5101 log saw  
Serial No 6258 (1992)

Conveyor

Casmatic PAC/110R2 flow wrapper  
Serial No 5526 (1998)

Lynx Alpha bag filler  
Serial No 454/01 (1998)

Fabio Perini 211 core winder  
Serial No 6393 (1992)

Fabio Perini 320 core winder unwind stand  
Serial No 8394 (1992)

Trim extractor fan and ducting

Enclosure guards to all line

Controls and switchgear to all line

**Compact Line**

Fabio Perini Compact toilet tissue line  
Serial No 4198 (1998), including,

Fabio Perini rewinder

Fabio Perini 716 log cutter cut-to-length machine  
Serial No 09671 (1998)

CB 110A/R tube flow wrapper & shrink tunnel  
Serial No. 1987 (1997)

Plant  
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Perkin core former  
Serial No. LSF70-60 (1998)

## Two Darpak surface mounted pallet wrappers

Atlas Copco GA22 packaged air compressor  
Serial No AII241975 (1998)

## Zander EcoSep SL8 oil/water separator

### Zander EcoStar air chiller

8/8

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 A CHATTELS MORTGAGE DATED THE 8th FEBRUARY 2008 AND CREATED BY DEAMAS DISPOSABLES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LANDSBANKI COMMERCIAL FINANCE ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th FEBRUARY 2008.

*PO  
xemy*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES