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COMPANIES FORM No. 395

Particulars of a mortgage or charge

004
16/7/92

395

Pursuant to section 395 of the Companies Act 1985

M8

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



2630824

Name of company

* Talbot Wallcoverings Limited ✓ NOW K/A VYMURA
INTERNATIONAL LIMITED

Date of creation of the charge

26th June 1992 ✓

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

Deed of Charge dated 26th June 1992 made between Talbot Wallcoverings Limited ("the Company") and Midland Bank Plc ("the Chargee").

Amount secured by the mortgage or charge

66a
All obligations, covenants, undertakings and agreements and all moneys and liabilities whatsoever at any time due, owing or payable, in any currency, to the chargee by the Company, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any current or other account, with reference to any bill, note or other security, in connection with any advance, loan, credit, instrument, guarantee or indemnity made or issued to, for or at the request of the Company, under the two letter agreements dated 26th June 1992 made between the Company and the chargee relating to certain loan and other banking facilities ("the Facility Letters") or otherwise, or in any other manner whatsoever, including all amounts which may become payable or for which the Company may become liable under the Deed of Charge or the Facility Letters and all commission, discount and all banking, legal and other costs, charges and expenses whatsoever (on a full indemnity basis) and also all losses and damages that may be sustained, suffered or incurred by the chargee arising out of or in

(SEE CONTINUATION)

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

Midland Bank plc ✓

Poultry

London

Postcode

EC2P 2BX

14/7
15/7/92
Presenter's name address and
reference (if any);

Macfarlanes
10 Norwich Street
London
EC4A 1BD

MAF/524560

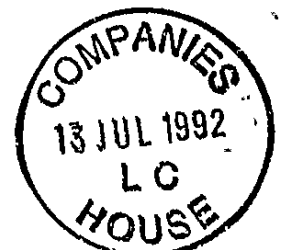
Time critical reference

For official use
Mortgage Section

REGISTERED

13 JUL 1992

Post room



Short particulars of all the property mortgaged or charged

1. By way of first legal mortgage, all that freehold, land and buildings known as Newton Works, Talbot Road; Hyde, Tameside, Great Manchester as the same is registered at H.M. Land Registry with title absolute under Title Number GM 356112 and all such right, title and interest, if any, as the Company has in 231 Talbot Road, Hyde aforesaid and all fixtures and fittings thereon (together "the Properties") including the Company's beneficial interest therein or in any proceeds of sale thereof;
2. By way of assignment and transfer to the chargee, all right, title, interest and benefit of the Company in and to the Life Assurance Policies effected with General Accident in respect of the lives of Dr. Tom Smail, Mr. Bob Bradbury, Mr. George Blenkinship and Mr. Terry Langstroth (proposal numbers 2523353LV, 2523350LE, 2523351LT and 2523360LV respectively) and the permanent health insurance policies effected with General Accident in respect of the same individuals, including all rights to receive payment of any amounts payable to the Company thereunder and all payments received thereunder;

(SEE CONTINUATION)

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Macfarlanes

Date

13th. July 1992

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

† delete as appropriate

- 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.

Please write in this margin
Please complete legibly, preferably in black type, bold block lettering

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

**Particulars of a charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

2630824

Name of Company

Talbot Wallcoverings

Limited*

* delete if
inappropriate

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

Note: The Deed of Charge contains a covenant by the Company that it will not at any time during the subsistence of the Deed of Charge create or permit to subsist any mortgage, charge, pledge, lien or other encumbrance in relation to the property, assets, undertaking and rights for the time being subject to the security interests created by the Deed of Charge (or any part thereof) securing any obligation of any person, without the prior consent of the chargee.

Please do not
write in this
binding margin

connection with any act, matter or thing done or omitted to be done by the Company under the Deed of Charge or the Facility Letters or any other document, arrangement or agreement between the Company and the charges, and all claims and damages in respect of any breach of the Company's covenant to pay the aforesaid moneys and liabilities.

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

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

3. By way of first fixed legal mortgage, 4 X Gravure Printing Machines, asset register No.'s 13720000, 13750000, 13650000, 13710000, 2 X Flexographic Printing Machines, assets register No.'s 20300000, 22800000, 1 X Texicon Colour Kitchens, asset register No: 00000037 and 1 X PVC Coating Machine, asset register No: 11920000 ("the Equipment") and all spare parts, replacements, modifications and additions;
4. By way of first fixed charge:
- 4.1 all freehold and leasehold property hereafter acquired by the Company;
- 4.2 all present and future goodwill of the Company and uncalled capital for the time being of the Company;
- 4.3 all rights in intellectual property for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto;
- 4.4 all book debts and other debts and all moneys and liabilities whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgement or order to pay a sum of money) and the benefit of any security interests and securities for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person *and* all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company;
- 4.5 all rights, guarantees, rents, deposits, contracts, covenants and warranties relating to the properties;
- 4.6 all right, title and interest of the Company to and in any proceeds of any present or future insurances (including without limitation, any insurances relating to the equipment); and
- 4.7 All investments and rights and options to acquire investments for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages in respect thereof; and
5. by way of first floating charge:
- 5.1 all freehold and leasehold property hereafter acquired by the Company; and
- 5.2 the undertaking of the Company and all its property, assets and rights whatsoever and wheresoever, both present and future (including all stock in trade) and whether or not expressed to be mortgaged or charged to the Chargee under paragraphs 1, 2, 3 or 4 above, if and to the extent that such property, assets and rights are not or have ceased (other than by a written release signed by the Bank) to be effectively mortgaged or charged by way of first mortgage or fixed charge.

Please do not
write in this
binding margin

Names and addresses of the persons entitled to the charge (continued)

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

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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 Deed of Charge dated 26th JUNE 1992 and created by Talbot Wallcoverings Limited now known as Vymura International Limited for securing all monies due or to become due from the Company to Midland Bank Plc on any account whatsoever was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 13th JULY 1992.

Given under my hand at the Companies Registration Office,
Cardiff the 17th JULY 1992.

No. 2630824

N. S. Berkley

N. S. BERKLEY
an authorised officer

C.69d(Rev)

LC 21/7



Please do not
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this margin

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

To the Registrar of Companies

For official use Company number

[U2]

2,630,824

Name of company

*VYMURA INTERNATIONAL LIMITED

Date of creation of the charge

21ST JUNE 1993

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

CHATELS MORTGAGE

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 FORWARD ON ANY ACCOUNT WHATSOEVER

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

FORWARD TRUST LIMITED 12 CALTHORPE ROAD EDGBASTON

BIRMINGHAM

Postcode

B15 1QZ

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

FORWARD TRUST LIMITED
SECURITIES DEPARTMENT
PO BOX 366

BIRMINGHAM B15 1RA

REF: SEC/1SJ22.JUN/36198/1

021 455 3206

For official use
Mortgage section

REGISTERED

23 JUN 1993

Post room

23 JUN 1993

Time critical reference

Short particulars of all the property mortgaged or charged

All and Singular the chattels plant machinery and things described in the schedule hereto or any part thereof

Schedule

ONE New Emerson & Renwick Double Pass 6 Zone Prepaste Oven and ancillary equipment, Serial No: VEP101

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

PJ Russell

Date 22/6/93

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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**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 21st JUNE 1993
and created by VYMURA INTERNATIONAL LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to FORWARD TRUST LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 23rd JUNE 1993

Given under my hand at the Companies Registration Office,
Cardiff the 25th JUNE 1993

No. 2630824

Post 25/6


D. JENKINS

an authorised officer

C.69a



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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

m363C

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

*Insert full name
of company

To the Registrar of Companies

R

For official use Company number

[U3]

2,630,824

Name of company

* VYMURA INTERNATIONAL LIMITED

Date of creation of the charge

19TH NOVEMBER 1993

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

CHATELS MORTGAGE

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 FORWARD ON ANY ACCOUNT WHATSOEVER

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

FORWARD TRUST LIMITED 12 CALTHORPE ROAD EDGBASTON
BIRMINGHAM

Postcode

B15 1QZ

23 NOV 1993

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

FORWARD TRUST LIMITED
SECURITIES DEPARTMENT
PO BOX 366
BIRMINGHAM B15 1RA
REF: SEC/4SJ22.NOV/36198/3
021 455 3206

Time critical reference

For official use
Mortgage section

Post room

REGISTERED

22 NOV 1993



Short particulars of all the property mortgaged or charged

All and Singular the chattels plant machinery and things described in the schedule hereto or any part thereof

Schedule

NEW PVE Coat Weighing Equipment, Serial No: FAF/106
TWO New Electromat Register Controls, Serial Nos: FAF/109 and FAF/110
ONE New Cannon Colour Scanner, Serial No: FAF/113
THREE New Video Scope Systems, Serial Nos: FAF/119
ONE New Pre Paste Line including Infra Red Membrane Monitor, Serial No: FAF/126

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

PJ Russell

Date 22-11-93

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.

Page 2

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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 19th NOVEMBER 1993
and created by VYMURA INTERNATIONAL LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to FORWARD TRUST LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 22nd NOVEMBER 1993

Given under my hand at the Companies Registration Office,
Cardiff the 25th NOVEMBER 1993

No. 2630824

POST 25/11


D. JENKINS

an authorised officer

C.69a