



## Particulars of a mortgage or charge

395

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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

XIII

2825694

Name of company

Aylesford Limited (the "Company")

\* Insert full name  
of company

Date of creation of the charge

30th March 1994

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

Debenture (the "Debenture") dated 30th March 1994 and made between (1) the Company and (2) Union Bank of Switzerland (the "Security Trustee")

Amount secured by the mortgage or charge

All monies, obligations and liabilities whether actual or contingent, due, owing or incurred by the Company as at the date of creation of the charge or at any time thereafter:

- (i) to any Finance Party (as hereinafter defined) or EIB (as hereinafter defined) under any Financing Document (as hereinafter defined) or any Hedging Agreement (as hereinafter defined); or
  - (ii) to Holdco (as hereinafter defined) in respect of Subordinated Debt (as hereinafter defined) under the Capital Contribution Agreement (as hereinafter defined) or the Standby Credit Agreement (as hereinafter defined).
- (together the "Secured Obligations").

See Continuation Sheet nos. 1-13 inclusive

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

Union Bank of Switzerland

100 Liverpool Street

London

Postcode

EC2M 2RH

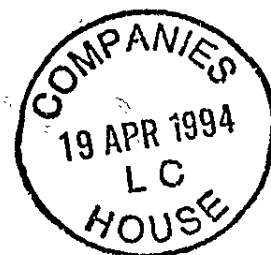
19 APR 1994

Presentor's name address and  
reference (if any):Norton Rose  
LONDON.For official Use  
Mortgage Section

REGISTERED

19 APR 1994

Post room

Time critical reference  
REJT/JHE/V139447  
SAL0042.DEE

Short particulars of all the property mortgaged or charged

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In Clause 3.1 of the Debenture the Company as beneficial owner charges to the Security Trustee by way of first fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales vested in the Company at the time of creation of the charge by way of first legal mortgage insofar as the Company has a legal interest therein), as a continuing security for the payment and discharge of the Secured Obligations, all of its rights, title, benefit and interest in the following assets, both present and future, from time to time:

See continuation sheet nos. 14-21 inclusive

Particulars as to commission allowance or discount (note 3)

NIL

Signed Norton Rose

Date 18/4/94

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.

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

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

Please complete  
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Company number

2825694

Name of company

Aylesford Limited (the "Company")

\*delete if  
inappropriate

Limited\*

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

In the Debenture:

"Account Bank" means Citibank, N.A. acting through its London branch at Cottons Centre, Hayes Lane, London SE1 2QT or any other branch or such other Bank as the Company and the Majority Banks agree;

"Account Bank Agreement" means the agreement to be entered into between the Company (1), the Account Bank (2), the Agent (3) and the Security Trustee (4);

"Advance" means each borrowing of a portion of the Commitments under the Loan Facility by the Company or (as the context may require) the principal amount of such borrowing.

"Agency Agreements" means:

- (i) the agreement entered into, or to be entered into, in the approved form, between Aylesford Newsprint as principal (1) and SCA Graphic Paper AB as agent (2);
- (ii) the agreement entered into, or to be entered into, in the approved form, between Mondi Paper Company Limited as principal and Aylesford Newsprint as agent; and
- (iii) the agreement entered into, or to be entered into, in the approved form, between SCA Graphic Paper AB as principal (1) and Aylesford Newsprint as agent (2);

"Agent" means Union Bank of Switzerland or such other person as may be appointed agent for the Banks pursuant to Clause 19.11 of the Credit Agreement;

"Agreement Amongst Lenders" means the agreement which is proposed to be entered into between the Banks (1), EIB (2), the Agent (3), the Security Trustee (4) and the Company (5) if the Company determines to enter into the EIB Credit Agreement;

"Agreement for Disposal of Waste" means the agreement dated 16th December 1993 made between SCA Aylesford Limited (now called Aylesford Newsprint Limited) (1) and SCA Packaging Limited (2);

"Agreement for Supply of Utilities (1995 Agreement)" means the agreement dated 16th December 1993 made between SCA Aylesford Limited (now called Aylesford Newsprint Limited) (1) and SCA Packaging Limited (2);

"ANL Direct Agreement" means the agreement between the Company (1), Aylesford Newsprint (2) and the Security Trustee (3);

"Arrangers" means Citibank International plc and Union Bank of Switzerland, and "Arranger" means either of them;

"Aylesford Estate" means the land and premises located at New Hythe, Aylesford, Kent which includes the Site, together with the buildings erected thereon or on part thereof;

"Aylesford Newsprint" means Aylesford Newsprint Limited (company number 2479226), formerly known as SCA Aylesford Limited;

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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Company number

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Name of company

Aylesford Limited (the "Company")

Limited\*

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

**"Bank Hedge Provider"** means a Hedge Provider that on the date of entering into the Hedging Agreement with the Company is a Finance Party;

**"Banks"** means Citibank, N.A., Union Bank of Switzerland, Deutsche Bank AG London, The Toronto-Dominion Bank and Dresdner Bank Luxembourg and includes their successors in title and Transferees, and **"Bank"** means any one of them;

**"Borrower's Engineers"** means:

- (i) Jaakko Poyry Oy appointed by Aylesford Newsprint to advise on the engineering aspects of the Project; and
- (ii) Laing-Loy Management Limited appointed by Aylesford Newsprint to advise on the civil construction aspects of the Project;

**"Borrower Guarantees"** means each guarantee, indemnity, bond or other liability giving rise to any right of subrogation, reimbursement or indemnity from the Company issued from time to time in respect of the Company's obligations, and **"Borrower Guarantee"** means any one of them;

**"Borrower Guarantors"** means:

- (i) SCA, Minorco and Holdco in respect of the DTI Grant Letter; and
- (ii) any Guarantor, Holdco or other person (other than a Finance Party) that issues a Borrower Guarantee,

but only for so long as any such person is under any obligation under a Borrower Guarantee;

**"Business"** means the business of the manufacture and sale of newsprint paper utilizing PM13 carried on by Aylesford Newsprint at the Aylesford Estate at the Completion Date which shall be substantially the same as the business of the manufacture and sale of newsprint carried on by Aylesford Newsprint at the date of the Business Sale and Purchase Agreement, and including, the assets described in Clause 3 of the Business Sale and Purchase Agreement and the Trade Credits but excluding the Excluded Assets and Liabilities;

**"Business Sale and Purchase Agreement"** means the agreement entered into, or to be entered into, in the approved form, between Aylesford Newsprint (1) and the Company (2);

**"Capital Contribution Agreement"** means the agreement entered into, or to be entered into, in the approved form, between the Company (1) and Holdco (2) pursuant to which amounts will be made available by Holdco to the Company by way of equity and Subordinated Debt;

**"Commitment"** means, in relation to a Bank:

- (i) the amount set opposite its name in Schedule 1 of the Credit Agreement in the case of the Loan Facility; and
- (ii) the amount equal to the percentage set opposite its name in the relevant Part of Schedule 1 of the Credit Agreement of the Outstanding Amount under each EIB

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 3  
to Form No 395 and 410 (Scot)

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Company number

2825694

Name of company

Aylestford Limited (the "Company")

Limited\*

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

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Guarantee issued pursuant to the EIB Guarantee Facility up to a maximum aggregate amount equal to the amount set opposite its name under the heading "Loan Facility";

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or, as the case may be, in any relevant Transfer Certificate, as increased, cancelled or reduced by any relevant term of the Credit Agreement or any Transfer Certificate;

"Completion" means completion of the sale and purchase of the Business or the Property (as the case may be) in accordance with the Business Sale and Purchase Agreement;

"Completion Date" means the first day of the calendar month preceding the Initial Acceptance Date (as defined in the Turnkey Contract) save insofar as the term relates to the purchase of the Property in which case it means the date of the Business Sale and Purchase Agreement;

"Completion Statement" means the statement certifying the aggregate net book value of the Assets, and the amounts of the Trade Credits and Trade Debts produced in accordance with the provisions of Clause 5.2 of the Business Sale and Purchase Agreement;

"Contribution" means, in relation to a Bank:

- (i) in relation to the Loan Facility, the principal amount of the Loan owing to such Bank at any relevant time; and
- (ii) in relation to the EIB Guarantee Facility, the portion of the Outstanding Amount of each EIB Guarantee guaranteed by such Bank at any relevant time;

"Credit Agreement" means the credit agreement dated 30th March 1994 and made between the Company (1), the Banks (2), the Arrangers (3), the Technical Banks (4), the Account Bank (5), the Agent (6) and the Security Trustee (7);

"Direct Agreements" means:

- (i) the Shareholder Direct Agreement;
- (ii) the ANL Direct Agreement;
- (iii) the direct agreement between Aylesford Newsprint (1), the parties to the relevant Agency Agreement (2), the Company (3) and the Security Trustee (4);
- (iv) the direct agreements between each Company's Engineer (1), the Company (2) and the Security Trustee (3);
- (v) the direct agreement between Aylesford Newsprint (1), SCA Packaging Limited (2), the Company (3) and the Security Trustee (4); and
- (vi) each other agreement in relation to one or more of the Project Documents or other document between the Company, the Security Trustee and the other party or parties to the relevant Project Document or other document as the Company and the Security Trustee may so designate in writing;



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

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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

Please complete  
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Company number

2825694

Name of company

Aylesford Limited (the "Company")

Limited\*

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

**"Direct Sponsor Undertakings"** means:

- (i) the Project Document Guarantee;
- (ii) the Insurance Agreement; and
- (iii) each of the Environmental Indemnities;

**"Distribution Assets"** means the assets owned by the Company listed in Schedule 1, Part A of the Lease of the E&S Distribution Assets and includes all replacements and renewals of the assets listed and of component parts and all additions, spare parts, accessories and storage facilities forming part of or used in connection with the assets listed in Schedule 1, Part A of the Lease of the E&S Distribution Assets;

**"DTI Grant Letter"** means the letter, in the approved form, on behalf of the Secretary of State for Trade and Industry to Aylesford Newsprint and the Company, as duly accepted, pursuant to which a grant will be made available under section 8 of the Industrial Development Act 1982;

**"Effective Date"** means the date on which completion of the Business Sale and Purchase Agreement takes place;

**"EIB"** means the European Investment Bank;

**"EIB Credit Agreement"** means the agreement, in the approved form, to be made between EIB and the Company if the Company shall determine that it wishes to enter into financing arrangements with EIB in relation to the Project;

**"EIB Effective Date"** means the date on which the Agent gives notice to all the parties to the Credit Agreement that all the documents and evidence required by the Arrangers in relation to the EIB Guarantee Facility have been received by the Agent in form and substance satisfactory to the Arrangers or receipt of any particular document has been waived or deferred and any changes required by the Arrangers to be made to any Relevant Document have been made;

**"EIB Guarantees"** means a bank guarantee, in the approved form, in favour of EIB issued or to be issued under the EIB Guarantee Facility which will be substantially in the form set out in, or annexed to, the EIB Credit Agreement and includes an EIB Guarantee following a novation thereof in accordance with its terms;

**"EIB Guarantee Facility"** means the guarantee facility made available to the Company pursuant to clause 2.2 of the Credit Agreement;

**"Employee Services Agreement"** means an agreement entered into, or to be entered into, in the approved form, between the Company (1) and Aylesford Newsprint (2) relating to the provision of employees;

**"Engineering Consultancy Agreements"** means the agreements, in the approved form, to be made, between the Company (1) and the relevant Borrower's Engineer (2);

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

Continuation sheet No 5  
to Form No 395 and 410 (Scot)

Company number

2825694

Name of company

Aylestord Limited (the "Company")

Limited\*

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

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**"Environmental Indemnities"** means agreements relating to the giving of indemnities in relation to Environmental matters entered into, or to be entered into, each in the approved form;

- (i) between SCA (1) the Company (2) and the Security Trustee (3); and
- (ii) between SCA (1), Minorco (2) the Company (3) and the Security Trustee (4);

**"Environmental Matters"** means any of the following:

- (i) any release, emission, entry or introduction into the air including, without limitation, the air within buildings and other natural or man-made structures above or below ground;
- (ii) any discharge, release or entry into water including, without limitation, into any river, watercourse, lake, loch, or pond (whether natural or artificial or above or below ground) or reservoir, or the surface of the riverbed or of other land supporting such waters, ground waters (as defined in section 1 (12) Environmental Protection Act 1990), sewer or the sea;
- (iii) any release, deposit, keeping or disposal in or on land whether or not covered by the sea or other waters;
- (iv) any deposit, disposal, keeping, treatment, importation, exportation, transportation, handling, processing, manufacture, collection, sorting or presence of any hazardous substance;
- (v) any deposit, disposal, keeping, treatment, importation, production or carrying of any waste, including, without limitation, any substance which constitutes a scrap material or an effluent or other unwanted surplus substance arising from the application of any process or activity (including making it re-usable or reclaiming substances from it) and any substance or article which requires to be disposed of as being broken, worn out, contaminated or otherwise spoiled;
- (vi) nuisance, noise, defective premises, health and safety at work, industrial injury due to environmental factors, environmental health problems, genetically modified organisms the conservation, preservation or protection of the natural or built environment or of man or any living organisms supported by the environment; or
- (vii) any other matter whatsoever affecting the environment or any part of it;

**"E&S Supply Agreement"** means the agreement entered into, or to be entered into, in the approved form, between Aylesford Newsprint (1) and the Company (2) relating to the supply of electricity and steam;

**"Excluded Assets and Liabilities"** means (a) the assets and liabilities listed in Schedule 1 to the Business Sale and Purchase Agreement; (b) any other assets and liabilities arising prior to the Completion Date relating to the waste paper collection business of Aylesford Newsprint, the electricity and steam distribution business of Aylesford Newsprint or the Project (other than the distribution assets (being the assets owned by the Company listed in Schedule 1, Part A of the Lease of the E&S Distribution Assets and includes all replacements and renewals of the assets listed and of component parts and all additions, spare parts, accessories and storage

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 6  
to Form No 395 and 410 (Scot)

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Company number

2825694

Name of company

Aylesford Limited (the "Company")

Limited\*

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

facilities forming part of or used in connection with the assets listed in Schedule 1, Part A of the Lease of the E&S Distribution Assets)); and (c) all stocks of waste paper and all liabilities relating thereto;

"Facilities" means:

- (i) the Loan Facility; and
- (ii) the EIB Guarantee Facility;

"Fee Letters" means:

- (i) the letter of the same date as the Credit Agreement from the Arrangers to the Company in relation to the arrangement fees referred to in Clause 7.1(a) of the Credit Agreement, being described on its face as the Arrangers' Fee Letter;
- (ii) the letter of the same date as the Credit Agreement from the Agent to the Company in relation to the agency fees referred to in Clause 7.1(b) of the Credit Agreement, being described on its face as the Agent's Fee Letter;
- (iii) the letter of the same date as this agreement from Citibank, N.A. in relation to the fees referred to in Clause 7.1(c) of the Credit Agreement, being described on its face as the Technical Bank's Fee Letter;
- (iv) the letter of the same date as the Credit Agreement from the Account Bank to the Company in the approved form in relation to the fees referred to in Clause 2.6 of the Account Bank Agreement, which will be described on its face as the Account Bank's Fee Letter; and
- (v) the letter from the Agent to the Company in the approved form regarding the fees payable in relation to the EIB Guarantee Facility which will be described on its face as the EIB Fee Letter;

"Finance Parties" means:

- (i) each Bank;
- (ii) each Arranger;
- (iii) each Technical Bank;
- (iv) the Account Bank;
- (v) the Agent; and
- (vi) the Security Trustee,

and "Finance Party" means any one of them;

"Financing Documents" means:

- (i) the Credit Agreement;

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 7  
to Form No 395 and 410 (Scot)

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Company number

2825694

Name of company

Aylesford Limited (the "Company")

Limited\*

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

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(iii) the Fee Letters;

(iii) the Security Documents; and

(iv) the EIB Credit Agreement;

"Guarantors" means:

- (i) SCA in respect of its obligations under the Project Document Guarantee, the Environmental Indemnities, the Insurance Agreement or any other guarantee given by SCA to the Company;
- (ii) Minorco in respect of its obligations under the Project Document Guarantee, the relevant Environmental Indemnity, the Insurance Agreement or any other guarantee given by Minorco to the Company;
- (iii) any other person that assumes any of the obligations originally assumed by SCA or Minorco under the Project Document Guarantee, either Environmental Indemnity, the Insurance Agreement or any other guarantee given by SCA or Minorco to the Company; and
- (iv) any person that gives a guarantee in favour of the Company as envisaged by clause 10.3(h)(3) of the Credit Agreement

in each case, during the period that such person is under any such obligations;

"Hedging Agreements" means:

- (i) any agreement between the Company and another person under which each party assumes a liability to make a payment or payments to the other on future specified dates calculated by reference to the value of a notional amount multiplied by a specified rate of interest for a specified period or periods as against the notional amount of the same; and
- (ii) any other agreement between the Company and another person in relation to the hedging of floating rate interest rate exposure including, without limitation, a cap, floor, collar or option;
- (iii) any other agreement between the Company and another person in relation to the hedging of currency exposure including, without limitation, a spot or forward foreign exchange agreement or currency swap; and
- (iv) any other agreement between the Company and another person in relation to the hedging of commodity price risk including, without limitation, newsprint or waste paper price risk;

"Hedge Providers" means:

- (i) any Bank; and



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# Particulars of a mortgage or charge (continued)

Continuation sheet No 8  
to Form No 395 and 410 (Scot)

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Company number

2825694

Name of company

Aylesford Limited (the "Company")

Limited\*

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

(ii) any other person that is or becomes prior to entry into the relevant Hedging Agreement a party to the Inter-Creditor Agreement,

which is a party to a Hedging Agreement with the Company, and "Hedge Provider" means any one of them;

"Holdco" means Aylesford Newsprint Holdings Limited (company number 2816412);

"Incinerator" means the incinerator described in paragraph 4.12 of the Specification;

"Insurance Agreement" means an agreement entered into, or to be entered into, in the approved form, between SCA (1), Minorco (2) and the Company (3) pursuant to which the Company receives the benefit of certain undertakings in respect of certain uninsured losses as more particularly set out in such agreement;

"Inter-Creditor Agreement" means an agreement to be entered into between the Company (1), Holdco (2), Aylesford Newsprint (3) Borrower Guarantors (4), the Banks (5), Non-Bank Hedge Providers (by accession) (6), the Account Bank (7), the Agent (8) and the Security Trustee (9);

"Lease of E&S Distribution Assets" means the lease agreement entered into, or to be entered into, in the approved form, between Aylesford Newsprint as lessee (1) and the Company as lessor (2) in relation to the use of certain assets required for the distribution of electricity and steam on the Aylesford Site;

"Loan" means the aggregate principal amount owing to the Banks in relation to the Loan Facility at any relevant time;

"Loan Facility" means the term loan facility to be made available to the Company pursuant to clause 2.1 of the Credit Agreement;

"Majority Banks" means:

(a) prior to the EIB Effective Date, Banks:

(i) the aggregate of whose Contributions at any relevant time exceed 66.66 per cent. of the aggregate of the Loan;

(ii) if no Advance has been made, the aggregate of whose Commitments exceed 66.66 per cent. of the Commitments of all the Banks; or

(iii) if there are no Contributions outstanding and the Commitments of all the Banks have been reduced to zero, the aggregate of whose Commitments exceeded 66.66 per cent. of the Commitments of all the Banks immediately before such reduction; or

(b) after the EIB Effective Date, Banks (including for this purpose EIB (A) to the extent it has been subrogated to a Bank's rights pursuant to the Agreement Amongst Lenders and/or (B) to the extent that a Bank has ceased to be a Qualifying Issuer (as determined pursuant to the EIB Credit Agreement) and such Bank has failed to cash collateralise its obligations under the EIB Guarantees in accordance with the Agreement Amongst Lenders and which obligations have not been assumed by any other person pursuant to

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Particulars of a mortgage or charge  
(continued)

Continuation sheet No 9  
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Name of company

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Limited\*

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

the Agreement Amongst Lenders (EIB's exposure in (B) being referred to below as the "EIB Exposure");

- (i) the aggregate of whose Total Contributions and (if relevant) the EIB Exposure at any relevant time exceeds 66.66 per cent. of the aggregate of the Loan, the Outstanding Amount of the EIB Guarantees and the EIB Exposure (if any);
- (ii) if no Advance has been made, the aggregate of whose Total Commitments and (if relevant) the EIB Exposure exceeds 66.66 per cent. of the Total Commitments of all the Banks and the EIB Exposure (if any); or
- (iii) if there are no Contributions outstanding and the Commitments of all the Banks have been reduced to zero, the aggregate of whose Total Commitments and (if relevant) the EIB Exposure exceeded 66.66 per cent. of the Total Commitments of all the Banks and the EIB Exposure (if any) immediately before such reduction;

"Minorco" means a company incorporated as a société anonyme in the Grand Duchy of Luxembourg under regulation number RC Luxembourg B12139;

"Non-Bank Hedge Providers" means a Hedge Provider that is not a Bank Hedge Provider;

"Outstanding Amount" means in relation to an EIB Guarantee and at any relevant time maximum liability of a Bank or, as the case may be, all the Banks under such EIB Guarantee at such time in respect of:

- (i) the outstanding principal amount guaranteed pursuant to such EIB Guarantee;
- (ii) default interest guaranteed pursuant to such EIB Guarantee;
- (iii) interest guaranteed pursuant to such EIB Guarantee; and
- (iv) breakage costs guaranteed pursuant to such EIB Guarantee,

as reduced in accordance with the terms of the EIB Credit Agreement, such EIB Guarantee and the Agreement Amongst Lenders, less, in relation only to the Outstanding Amount of a Bank in default of its obligations under such EIB Guarantee, any default interest guaranteed pursuant to such EIB Guarantee not paid by a Bank flowing solely from its default under such EIB Guarantee;

"Plant" means:

- (i) PM14;
- (ii) PM13 after Completion under the Business Sale and Purchase Agreement;
- (iii) the Distribution Assets as defined in the Lease of the E&S Distribution Assets;
- (iv) the fibre preparation and de-inking plant on the Site; and

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 10  
to Form No 395 and 410 (Scot)

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Company number

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Name of company

Aylestford Limited (the "Company")

Limited\*

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

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(v) all other related buildings, plant and equipment situated on the Site or the Aylesford Estate owned or leased by the Company from time to time including, without limitation, the Incinerator and the Standby Boilers (as defined in the E&S Supply Agreement);

"PM13" means the existing paper machine owned by Aylesford Newsprint at the date of the Credit Agreement with a capacity at the date of the Credit Agreement of approximately 90,000 tpa of newsprint and includes any upgrade of such paper machine after the date of the Credit Agreement;

"PM13 Licence" means the licence entered into, or to be entered into, in the approved form, between the Company (1) and Aylesford Newsprint (2) in relation to that part of the Site on which PM13 is situated;

"PM14" means the proposed paper machine with ancillary equipment to be built at the Site having a projected capacity of approximately 280,000 tpa of newsprint;

"Production Guarantee" means the agreement entered into, or to be entered into, in the approved form, between SCA (1), Minorco (2) and the Borrower (3) in relation to production of newsprint by PM13 and PM14;

"Project" means the design, construction, development, commissioning and performance testing and the operation and maintenance of the Plant and all related ancillary works and associated businesses of the Company (whether on or off the Site);

"Project Document Agreement" means the agreement entered into, or to be entered into, in the approved form between SCA (1) Minorco (2), the Company (3) and the Security Trustee (4) in relation to certain of the Project Documents;

"Project Documents" means:

- (i) the Waste Paper Supply Agreement;
- (ii) the Production Guarantee;
- (iii) the Project Document Guarantee;
- (iv) the Business Sale and Purchase Agreement;
- (v) each of the Agency Agreements;
- (vi) the E&S Supply Agreement;
- (vii) the Lease of E&S Distribution Assets;
- (viii) the Turnkey Contract;
- (ix) the Employee Services Agreement;
- (x) each of the Environmental Indemnities;
- (xi) the Standby Credit Agreement;

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 11  
to Form No 395 and 410 (Scot)

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

Company number

2825694

Name of company

Aylestford Limited (the "Company")

Limited\*

\*delete if  
inappropriate

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

- (xii) the Capital Contribution Agreement;
- (xiii) the DFI Grant Letter;
- (xiv) the Site Transfer;
- (xv) each Engineering Consultancy Agreement;
- (xvi) the Agreement for Disposal of Waste;
- (xvii) the Agreement for Supply of Utilities (1995 Agreement);
- (xviii) the PM13 Licence;
- (xix) the Insurance Agreement; and
- (xx) each other agreement as may be entered into from time to time by the Company and which is so designated by the Agent and the Company in writing as envisaged by clause 10.3(h)(2) of the Credit Agreement;

Please complete  
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"Property" means the property or properties short particulars of which are set out in Part A of Schedule 4 of the Business Sale and Purchase Agreement and a reference to the Property includes a reference to the individual properties comprising the Property and any part or parts of individual properties;

"Relevant Documents" means:

- (i) the Financing Documents; and
- (ii) the Project Documents

and "Relevant Documents" means any one of them;

"SCA" means Svenska Cellulose Aktiebolaget AB;

"Secured Creditors" means:

- (i) each Senior Creditor; and
- (ii) Holdco,

and "Secured Creditor" means any of them;

"Security Documents" means:

- (i) the Debenture;
- (ii) each Direct Agreement;
- (iii) the Inter Creditor Agreement;



Particulars of a mortgage or charge  
(continued)

Continuation sheet No 12  
to Form No 395 and 410 (Scot)

Company number

2825694

Name of company

Aylesford Limited (the "Company")

Limited\*

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

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(iv) Account Bank Agreement;

(v) the Agreement Among Lenders; and

(vi) any other document designated as such by the Security Trustee and the Company in writing;

"Security Trustee" means Union Bank of Switzerland or such other person as may be appointed security trustee for the Secured Creditors in accordance with the Credit Agreement and the Inter-Creditor Agreement;

"Senior Creditors" means:

(i) the Agent;

(ii) the Security Trustee;

(iii) the Arrangers;

(iv) the Technical Banks;

(v) the Banks in their capacity as providers of the Facilities;

(vi) the Account Bank;

(vii) any Bank Hedge Provider to which the Borrower owes obligations under a Hedging Agreement; and

(viii) EIB,

any "Senior Creditor" means any of them;

"Shareholders Direct Agreement" means the agreement to be made between SCA (1), Minorco (2), Holdco (3), the Company (4) and the Security Trustee (5);

"Site" means the land at Aylesford, Kent described in more detail in the Site Transfer;

"Site Transfer" means the transfer in the approved form, made, or to be made, between Aylesford Newsprint (1) and the Company (2) in relation to the Site;

"Specification" has the meaning given to it in the Turnkey Contract;

"Standby Boilers" means the boiler plant which will be owned by the Principal and leased to the Agent after the Effective Date at the Aylesford Estate;

"Standby Credit Agreement" means the agreement entered into, or to be entered into, in the approved form, between the Company (1) and Holdco (2) pursuant to which Holdco will make a subordinated loan facility available;

"Subordinated Debt" means any borrowed money of the Company arising under:

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Particulars of a mortgage or charge  
(continued)

Continuation sheet No 13  
to Form No 395 and 410 (Scot)

Please complete  
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in black type, or  
bold block lettering

Company number

2825694

Name of company

Aylestford Limited (the "Company")

Limited\*

delete if  
inappropriate

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

- (i) the Capital Contribution Agreement;
- (ii) the Standby Credit Agreement;
- (iii) the Production Guarantee;
- (iv) the Project Document Guarantee; or
- (v) the Insurance Agreement; or
- (vi) any other Project Document or any other document or arrangement,

in every case, the rights of the creditor in respect of such borrowed money to be governed by the Inter-Creditor Agreement;

**"Technical Banks"** means:

- (i) Citibank, N.A.;
- (ii) Union Bank of Switzerland; and
- (iii) such other Bank as may be appointed as a technical bank in accordance with clause 19.12 of the Credit Agreement;

**"Total Commitments"** means the aggregate at any relevant time of the Commitments of a Bank or, as the case may be, all the Banks under the Facilities;

**"Total Contributions"** means the aggregate at any relevant time of the Contributions of a Bank or, as the case may be, all the Banks under the Facilities;

**"Trade Credits"** means the amounts due from Aylesford Newsprint in connection with the Business as at the Completion Date as shown in the Completion Statement other than liabilities which form part of the Excluded Assets and Liabilities;

**"Trade Debts"** means the amounts due to Aylesford Newsprint in connection with the Business at the Completion Date in respect of trade debtor amounts as shown in the Completion Statement;

**"Transfer Certificate"** means a certificate substantially in the form of Schedule 5 to the Credit Agreement;

**"Transferee"** has the meaning given to it in Clause 18.3 of the Credit Agreement;

**"Turnkey Contract"** means the agreement entered into or to be entered into, in the approved form, between Aylesford Newsprint (1) and the Company (2) for the design, construction and commissioning of PM14;

**"Waste Paper Supply Agreement"** means the agreement entered into, or to be entered into, in the approved form, between Aylesford Newsprint (1) and the Company (2) for the supply of waste paper to the Company.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
legibly, preferably  
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bold black lettering

- (a) all freehold and leasehold property (including, without limitation, the land at New Hythe, Aylesford, transferred by a transfer dated 30th March, 1994 made between Aylesford Newsprint Limited (1) and Aylesford Limited (2)) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery (including PM14 and after Completion (as defined in the Business Sale and Purchase Agreement) PM13) from time to time on such property or land (including without limitation, the Distribution Assets, and specifically excluding landlord's fixtures and fittings) together with all rights, easements and privileges appurtenant to, or benefitting, the same;
- (b) all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same (including, without limitation, the Distribution Assets, and specifically excluding the Assigned Documents Proceeds);
- (c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise (including for the avoidance of doubt, all Authorised Investments) and all other interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
- (d) all book and other debts, revenues and claims (other than the Assigned Documents Proceeds), whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it including, without limitation, all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;
- (e) the Balances and all its rights, title, benefit and interest whatsoever, present and future in and to the Balances; and
- (f) all uncalled capital, goodwill, patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property unless the sale shall be held subject to a restriction on disposal.

In the Debenture:

"Accounts" means

- (i) the account to be opened in the name of the Company designated "Aylesford Limited - Disbursement Account" with the Account Bank;
- (ii) the account to be opened in the name of the Company designated "Aylesford Limited - Proceeds Account" with the Account Bank;
- (iii) the account to be opened in the name of the Company designated "Aylesford Limited - Debt Service Reserve Account" with the Account Bank;
- (iv) the account to be opened in the name of the Company designated "Aylesford Limited - Compensation Account" with the Account Bank;
- (v) the account to be opened in the name of the Company designated "Aylesford Limited - EIB Disbursement Account" with the Account Bank;
- (vi) the account to be opened in the name of the Company designated "Aylesford Limited - EIB Collateral Account" with the Account Bank;
- (vii) the account to be opened in the name of the Company designated "Aylesford Limited - Maintenance Reserve Account" with the Account Bank;
- (viii) such other accounts as are agreed between the Company and the Agent;

and "Account" means any of them;

"Assigned Documents" means:

- (i) each Project Document, other than:
  - (a) the Site Transfer;
  - (b) the Capital Contribution Agreement;
  - (c) the Standby Credit Agreement;
  - (d) the PM13 Licence;
  - (e) the DTI Grant;
  - (f) each of the Environmental Indemnities;
  - (g) the Project Document Guarantee;
  - (h) the Insurance Agreement; and
- (i) any documents to which the Company and the Security Trustee and/or the Agent are the only parties; and

- (ii) each insurance policy and all other documents in connection with each such policy required to be effected by clause 13.1 of the Credit Agreement,

and "Assigned Document" means any one of them;

"Assigned Documents Proceeds" means;

- (i) save as provided in (iii) below all monies of whatsoever kind payable under the Assigned Documents to, or for the account of, the Company;
- (ii) all amounts in respect of liquidated and other damages payable to the Company under the Assigned Documents and all claims for damages made by the Company arising out of any breach of any Assigned Document;
- (iii) all monies which may at any time become payable to, or for the account of, the Company pursuant to any policy of insurance which in any way relates to any Assigned Document (other than the insurance policies required by Clause 13.1 of the Credit Agreement);

"Authorised Investments" has the meaning to be given to it in the Account Bank Agreement;

"Balances" means:

- (i) in relation to a particular Account, all monies from time to time standing to the credit of that Account; or
- (ii) as the context may require, the aggregate of all monies from time to time standing to the credit of the Accounts;

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrance of any kind securing or any right conferring a priority of payment in respect of any obligation of any person but, for the avoidance of doubt, excludes any reservation of title;

"Permitted Encumbrances" means:

- (i) Encumbrances arising under any Financing Document;
- (ii) Encumbrances arising under any Project Document;
- (iii) a lien or right of set-off arising solely by operation of law or under an agreement to substantially similar effect (in circumstances where such lien or right of set-off would otherwise have existed by operation of law) in respect of a liability which has been due for less than 60 days or which is being contested in good faith;
- (iv) a lien or other Encumbrance over any Authorised Investments (as defined in the Account



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(v) Encumbrances created with the prior written consent of the Agent acting on the instructions of the Majority Banks;

2 Clause 3.2 of the Debenture provides that the Company as beneficial owner charges to the Security Trustee by way of first floating charge, as a continuing security for the payment and discharge of the Secured Obligations, its undertaking and all its other property, assets and rights whatsoever and wheresoever, both present and future.

3 Clause 3.3 of the Debenture provides that the Company as beneficial owner assigns absolutely (but subject to an obligation on the Security Trustee to release the security constituted by the Debenture when all liabilities and obligations of the Company under the Financing Documents are discharged in full) to the Security Trustee, as a continuing security for the payment and discharge of the Secured Obligations:

(a) the Assigned Documents Proceeds and all its rights, title, benefit and interest whatsoever, present or future, in and to the Assigned Documents Proceeds; and

(b) all its other rights, title, benefit and interest in and under (but none of the Company's obligations or liabilities under) the Assigned Documents.

4 Clause 3.4 of the Debenture provides that notwithstanding anything expressed or implied in the Debenture, if the Company creates or attempts to create any Encumbrance (other than a Permitted Encumbrance) over all or any of the Floating Charge Assets without the prior consent in writing of the Security Trustee, acting on the instructions of the Majority Banks, or if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets, the floating charge created by Clause 3.2 of the Debenture, (described in Paragraph 2 above) over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

In the Debenture, "**Floating Charge Assets**" means the assets of the Company from time to time charged by the Debenture by way of floating charge.

5 Clause 3.5 of the Debenture provides that notwithstanding anything expressed or implied in the Debenture, the Security Trustee shall be entitled at any time on or after the Enforcement Date by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.

In the Debenture "**Enforcement Date**" means the date on which the Agent declares the rights of the Finance Parties have become enforceable in accordance with clause 14.2 of the Credit Agreement.

6 The Company undertakes to the Security Trustee in Clause 4.1 of the Debenture that, during the Security Period, it shall:

(a) not permit any Encumbrance (other than a Permitted Encumbrance) by the Company to subsist, arise or be created or extended over all or any part of its present or future undertaking, assets, rights or revenues to secure or prefer any present or future Indebtedness of the Company or any other person ;

(b) not sell, transfer, lend or otherwise dispose of or cease to exercise direct control over any material part (either alone or when aggregated with all other disposals

falling to be taken into account pursuant to such Clause 4.1(b) in any 2 year period) of its present or future undertaking, assets, rights or revenues whether by one transaction or a series of transactions related or not, other than:

- (i) as expressly required by any Relevant Document;
  - (ii) those assets, rights or revenues no longer required in connection with the Project because of replacement, obsolescence or otherwise for full cash consideration payable on completion of such sale and negotiated on an arm's length basis and if the cash proceeds arising from such disposal (after deducting Tax and the costs of replacement or substitution of any such assets, rights or revenues) in excess of an aggregate of £150,000 (indexed) when taken together with the net proceeds of all other such disposals in the preceding period of 12 months are applied in prepayment of the Loan on the next Repayment Date;
  - (iii) assets, rights or revenues in the ordinary course of the Company's business for full consideration and negotiated on an arm's length basis;
  - (iv) cash required to be applied in the ordinary course of the Company's business; or
  - (v) as permitted under and in accordance with Clause 4.1(i) of the Debenture (see Paragraph 6(c) below);
- (c) (without prejudice to the generality of Clause 4.1(b) of the Debenture) (see Paragraph 6(b) above), not without the prior consent in writing of the Security Trustee (such consent not to be unreasonably withheld):
- (i) grant any lease or sub-lease, part with possession or share occupation of the whole or any part of any of the Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof;
  - (ii) enter into any onerous or restrictive obligations affecting any of the Properties or agree any rent review relating to any interest in any of the Properties;
  - (iii) create or permit to arise any overriding interest affecting the Properties within the definition in the Land Registration Acts;
  - (iv) create any easements over the Properties which would materially and adversely affect the value or use of the Properties;
  - (v) permit any person:
    - (A) to be registered (jointly with the Company or otherwise) as proprietor under the Land Registration Acts of any of the Properties; or
    - (B) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of any of the Properties; or

(vi) vary, surrender, cancel or dispose of, exercise any option to determine or permit to be forfeit or determined, any leasehold interest of the Company in any of the Properties;

unless, in any such case, to do so would not have a Material Adverse Effect or is required for the performance of, or is contemplated in, the Project Documents.

In the Debenture: .

"disposal" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the creation of a trust or other equitable interest in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property, and "dispose" and "disposition" shall be construed accordingly;

"Final Maturity Date" means 31st March 2004;

"First Repayment Date" means 30th September 1996;

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;

"Liability Period" means the period from the date of the Credit Agreement until the date on which all the obligations and liabilities of the Company to make any payment under any of the Financing Documents are discharged in full;

"Material Adverse Effect" means, in relation to an event or circumstance, an event or circumstance the occurrence or effect of which is or is likely to be materially prejudicial to the interests of the Banks under the Financing Documents;

"Properties" means the assets of the Company described in Clause 3.1(a) of the Debenture (see Paragraph 1(a) above); and

"Repayment Dates" means the First Repayment Date and, thereafter, each date specified in Schedule 4 thereafter of the Credit Agreement up to and including the Final Maturity Date;

"Taxes" includes all present and future taxes, levies, imposts, duties, fees or charges of whatever nature together with interest thereon and penalties in respect thereof, and "Tax" and "Taxation" shall be constructed accordingly;

"Security Period" means the period from 30th March 1994 until the date which is the later of:

- (i) the end of the Liability Period; or
- (ii) the date on which all obligations and liabilities, whether present and future, actual or contingent, or the Company in respect of Subordinated Debt under the Standby Credit Agreement and/or the Capital Contribution Agreement are discharged in full.

7 Clause 4.2 of the Debenture provides that if at any time after the occurrence of any of the events or circumstances described in Clause 14.1 of the Credit Agreement ("Events of Default") or any event which with the giving of notice or lapse of time or the satisfaction of any other condition (or combination thereof) would constitute an Event

of Default the Company defaults in complying with any of its obligations contained in the Debenture, the Security Trustee and/or the Secured Creditors shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Company irrevocably authorises the Security Trustee and its employees and agents by way of security to do all such things (including, without limitation, entering the Company's property) necessary or desirable in connection therewith. Any monies so expended by the Security Trustee and/or the Secured Creditors shall be repayable by the Company to the Security Trustee for the account of the Secured Creditors on demand together with interest at the rate of interest determined in accordance with Clause 5.5 of the Credit Agreement from the date of payment by the Security Trustee and/or the Secured Creditors until such repayment (both before and after judgment).

- 8 Clause 5.1 of the Debenture contains an agreement by the Company that it shall at any time if and when reasonably required by the Security Trustee execute such further legal or other charges or assignments in favour of the Security Trustee for itself and as trustee for the Secured Creditors as the Security Trustee shall from time to time require over all or any of the Charged Assets and all rights relating thereto, both present and future, and any other transfers, deeds, instruments, notices or other documents that the Security Trustee may from time to time require (including, without limitation, on or after the Enforcement Date, assignments of each of the Direct Sponsor Undertakings), in each case, for perfecting its title to the same or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser, to secure the Secured Obligations or to facilitate realisation of the Charged Assets or the exercise of the powers conferred by the Debenture on the Security Trustee for itself and as trustee for the Secured Creditors, provided that nothing in such Clause 5.1 shall entitle the Security Trustee to convert, or treat as converted, the floating charge over the Floating Charge Assets to a fixed charge other than in accordance with Clauses 3.4 and 3.5 of the Debenture. Such further charges or assignments and all transfers, deeds, instruments, notices or other related documents shall be prepared by or on behalf of the Security Trustee at the cost of the Company and shall, if relevant, contain an immediate power of sale without notice exercisable after the Enforcement Date, a clause excluding section 93 and the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Security Trustee for itself and as trustee for the Senior Creditors as the Security Trustee may reasonably require having regard to the terms of the Secured Documents.

In the Debenture "Charged Assets" means all the undertaking, goodwill, property, assets and rights of the Company described in Clauses 3.1, 3.2 and 3.3 of the Debenture (see Paragraphs 1, 2 and 3 above).

- 9 Clause 5.2 of the Debenture contains an agreement by the Company that it shall, at any time if and when required by the Security Trustee, execute such further legal or other charges or assignments in favour of the Security Trustee for itself and as trustee for the Senior Creditors necessary to make any further properties (as described in Clause 3.1(a) of the Debenture (see (a) of Paragraph 1 above), which are acquired by the Company after the date of the Debenture "Properties" and "Charged Assets" for the purposes of the Debenture.
- 10 Clause 11.1 of the Debenture provides that the Debenture and the obligations of the Company under the Debenture shall:

- (a) secure the ultimate balance from time to time owing to each Secured Creditor (in whatever capacity) by the Company and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Encumbrance, right or remedy held by or available to any Secured Creditor;
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instrument, Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by any Secured Creditor dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable; and
- (d) not in any way be prejudiced or affected by any amendment or supplement to, or novation of, any of the Financing Documents.

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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. 02825694

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th MARCH 1994 AND CREATED BY AYLESFORD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO UNION BANK OF SWITZERLAND AS TRUSTEE FOR THE SECURED CREDITORS (AS DEFINED) AND (i) TO ANY FINANCE PARTY (AS DEFINED) OR EIB (AS DEFINED) UNDER ANY FINANCING DOCUMENT OR ANY HEDGING AGREEMENT (BOTH AS DEFINED) OR (ii) TO HOLDCO (AS DEFINED) IN RESPECT OF SUBORDINATED DEBT (AS DEFINED) UNDER THE CAPITAL CONTRIBUTION AGREEMENT OR THE STANDBY CREDIT AGREEMENT (BOTH AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th APRIL 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st APRIL 1994.

J. M. EVANS

for the Registrar of Companies



COMPANIES HOUSE

**M**Please do not  
write in  
this margin**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

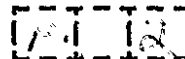
Pursuant to section 395 of the Companies Act 1985

**CHA 115**Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number



2825694

Name of company

AYLESFORD LIMITED

\* Insert full name  
of company

Date of creation of the charge

23rd December 1994

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

Supplemental Legal Charge

Amount secured by the mortgage or charge

All sums of money and other liabilities and expenses of Aylesford Limited to Union Bank of Switzerland as are now or shall from time to time become payable under the Debenture (as defined in the Supplemental Legal Charge).

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

UNION BANK OF SWITZERLAND

of 100 Liverpool Street London

Postcode

EC2M 2RH

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

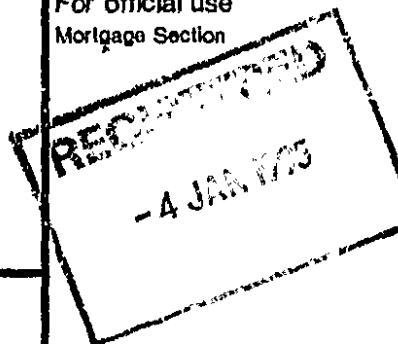
Norton Rose  
Kempson House,  
Camomile Street,  
London  
EC3A 7AN

PMGB/CRS/V179486

Time critical reference

For official use  
Mortgage Section

Post room

A31 \*A717W7R0\* 349  
COMPANIES HOUSE 04701795

Short particulars of all the property mortgaged or charged

By way of First Fixed Legal Mortgage ALL THAT land TOGETHER WITH the buildings situated thereon located on the south side of Central Road, Aylesford which forms part of that land pending registration at HM Land Registry under Title No. K734205

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Norton Rose*

Date 3rd January 1995

On behalf of ~~[company]~~ [mortgagee/chargee] <sup>†</sup> the mortgagee Norton Rose as solicitors  
~~for the mortgagee~~

<sup>†</sup>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 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.
- 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 this;
  - (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.



FILE COPY



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

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

COMPANY No. 02825694

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE DATED THE 23rd DECEMBER 1994 AND CREATED BY AYLESFORD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO UNION BANK OF SWITZERLAND UNDER THE TERMS OF A DEBENTURE (AS DEFINED IN THE SUPPLEMENTAL LEGAL CHARGE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 1995.

A handwritten signature in cursive script, appearing to read 'R. M. Groves'.

R. M. GROVES

for the Registrar of Companies



COMPANIES HOUSE

HC026B

LC P/1 P.N



C O M P A N I E S   H O U S E

**REGISTER OF MORTGAGES  
AND CHARGES**

**The manuscript version of  
this register has not been  
updated since 11 November  
1991.**

**Any new entries, including  
those relating to existing  
charges, will be printed on  
separate pages following  
this notice.**



\*M00057696J\*