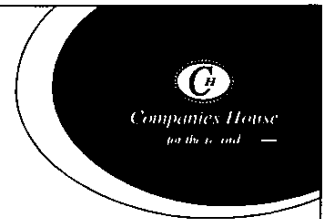


203317/35

In accordance with  
Section 860 of the  
Companies Act 2006

# MG01

## Particulars of a mortgage or charge



**A fee is payable with this form**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for  
company. To do this, please use  
form MG01s

THURSDAY



A43

\*A1URIW8\*

04/10/2012

#22

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 8 1 1 3 5 0 2	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	AYLESFORD INDUSTRIES LIMITED (the "Chargor")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d 0 d 2 m 1 m 0 y 2 y 0 y 1 y 2	
<b>3</b>	<b>Description</b>	
Description	GUARANTEE AND DEBENTURE (the "Guarantee and Debenture")	
<b>4</b>	<b>Amount secured</b>	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>All present and future monies, obligations and liabilities owed by the Chargor to Mondi Paper (UK) Limited and SCA Graphic Paper ANL Holdings Limited (together the "Chargees"), whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity whatsoever, under or in connection with any of (i) clause 4.1.5 of the Acquisition Agreement (as defined in the Guarantee and Debenture), (ii) the Share Charge (as defined in the Guarantee and Debenture), (iii) the Legal Charge (as defined in the Guarantee and Debenture), and (iv) the Guarantee and Debenture (the "Secured Liabilities")</p>	<b>Continuation page</b> Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Mondi Paper (UK) Limited	
Address	Building 1, 1st Floor, Aviator park, Station Road	
	Addlestone, Surrey	
Postcode	K T 1 5 2 P G	
Name	SCA Graphic Paper ANL Holdings Limited	
Address	Southfields Road, Dunstable, Bedfordshire	
Postcode	L U 6 3 E J	
	<b>Continuation page</b> Please use a continuation page if you need to enter more details	

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<b>Continuation page</b> Please use a continuation page if you need to enter more details	
	<p>1 As a continuing security for the payment and discharge of the Secured Liabilities and with full title guarantee, the Chargor charges to the Chargees</p> <p>1 1 by way of fixed charge any Real Property (as defined in the Guarantee and Debenture) now and in the future belonging to the Borrower (other than property charged under the Legal Charge),</p> <p>1 2 by way of fixed charge all Plant and Machinery (as defined in the Guarantee and Debenture) owned by the Chargor and the Chargor's interest in any Plant and Machinery,</p> <p>1 3 by way of fixed charge (i) all of the Chargor's present and future Investments (as defined in the Guarantee and Debenture), and (ii) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment,</p> <p>1 4 by way of fixed charge, all of its present and future Intellectual Property Rights (as defined in the Guarantee and Debenture),</p> <p>1 5 by way of fixed charge all of its rights in respect of any amount standing to the credit of any Account (as defined in the Guarantee and Debenture) and the debt represented by that Account,</p> <p>1 6 by way of a fixed charge, its goodwill,</p> <p>1 7 by way of fixed charge, all of its rights, interests and claims in the Insurance Policies (as defined in the Guarantee and Debenture) other than those validly and effectively assigned under clause 3 3 of the Guarantee and Debenture,</p> <p>1 8 by way of fixed charge, all of its rights, interests and claims in the Material Contracts (as defined in the Guarantee and Debenture) other than those validly and effectively assigned under clause 3 3 of the Guarantee and Debenture,</p> <p>1 9 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property (as defined in the Guarantee and Debenture) and the right to any compensation in respect of any of them,</p> <p>1 10 by way of floating charge, the whole of the Chargor's undertakings and assets, present and future other than (i) the Chargor's Receivables (as defined in the Guarantee and Debenture), and (ii) any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by the Guarantee and Debenture</p>	

MG01

Particulars of a mortgage or charge

<p><b>7</b></p>	<p><b>Particulars as to commission, allowance or discount (if any)</b></p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>N/A</p>	
<p><b>8</b></p>	<p><b>Delivery of instrument</b></p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p><b>9</b></p>	<p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Marshall Advisory LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **ADAM WILKES**

Company name **MAITLAND ADVISORY LLP**

Address **Berkshire House, 168-173 High Holborn**

Post town **London**

Country/Region

Postcode **W C 1 V 7 A A**

Country

DX

Telephone **0203 0771265**



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

## MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	<p>2 The Chargor may not</p> <p>2 1 create or permit to subsist any security over any of the Charged Property other than security created under or to be created under the Security Documents (as defined in the Guarantee and Debenture), or</p> <p>2 2 enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property</p>	



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 8113502  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 2 OCTOBER 2012 AND CREATED BY AYLESFORD  
INDUSTRIES LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO MONDI PAPER (UK)  
LIMITED AND SCA GRAPHIC PAPER ANL HOLDINGS LIMITED  
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 4 OCTOBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 OCTOBER 2012

*P&Q*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES