

M

COMPANIES FORM No. 395

119805/12

395

Particulars of a mortgage or charge

CHFP004

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

Please do not write in this margin

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
(Address overleaf - Note 6)

For official use

Company number

7

00516832

Name of company

* insert full name of Company

• EP PACKAGING LIMITED

Date of creation of the charge

16 NOVEMBER 2006

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

DEBENTURE

Amount secured by the mortgage or charge

All or any monies and liabilities which are or will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner by EP Packaging Limited to Redbrick Estates Limited.

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

REDBRICK ESTATES LIMITED (CRN: 02784400)
101 Beeches Road, Rowley Regis, West Midlands
Postcode B65 0BB

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

MANBY & STEWARD LLP
George House, St John's Square,
Wolverhampton WV2 4BZ
DX: 727920 WOLVERHAMPTON 22
ref: LW.RED.35.2

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



A02 18/11/2006 228
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1.1 By way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
- 1.2 By way of fixed charge:-
 - 1.2.1 all estates or interests in any freehold or leasehold property belonging to EP Packaging Limited now or at any time after the date of the Debenture (other than any property charged in terms of Clause 1.1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 1.2.2 all EP Packaging Limited's present and future interests in or over land or the proceeds of sale of it and all its present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which EP Packaging Limited is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
 - 1.2.3 all present and future plant and machinery not otherwise charged under this Clause and all EP Packaging Limited's other present and future chattels;
 - 1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by EP Packaging Limited and all rights and interests accruing or offered at any time in relation to them;
 - 1.2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by EP Packaging Limited or insuring to its benefit and the benefit of all rights and claims to which EP Packaging Limited is now or may be entitled under any contracts;
 - 1.2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by EP Packaging Limited or in which EP Packaging Ltd may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by EP Packaging Limited or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
 - 1.2.7 all EP Packaging Limited's goodwill and uncalled capital for the time being; and
 - 1.2.8 all EP Packaging Limited's present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all its present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2.1.2.5); and
- 1.3. by way of floating charge all the Assets not otherwise effectively mortgaged, charged or assigned by this Clause.

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)

[Empty box for commission allowance or discount]

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed *Marcy & Steward LLP*

Date 17 November 2006

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

FILE COPY



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

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

COMPANY No. 00516832

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 16th NOVEMBER 2006 AND CREATED BY EP PACKAGING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO REDBRICK ESTATES LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 2006.

DX DML



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES