

CHFP025

Please do not write in this margin

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

*insert full name of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies (Address overleaf - Note 6)

For official use

Company number

00912556

152798/80

Name of company

Data Label Limited ("the Company")

Date of creation of the charge

20 January 2005

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

Composite all assets guarantee and debenture (the "Debenture") between the Company and one or more other companies as Obligor(s) and GE Commercial Finance Limited (the "Security Holder")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owned jointly or severally, as principal or as surety or in any capacity whatsoever) of the Company and the Obligors to the Security Holder, on any account whatsoever and howsoever arising (including, without limitation, under the Financing Documents, as defined in Schedule 2 to this Form 395) together with all Expenses (the "Secured Liabilities")

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

GE Commercial Finance Limited, Enterprise House, Bancroft Road, Reigate

Postcode RH2 7RT

Post room

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

Hammonds
7 Devonshire Square
Cutlers Gardens
London
EC2M 4YH

Time critical reference

CXM1 GEC.026-0168

For official Use Mortgage Section

LD5 *L88NH29Z* 0457
COMPANIES HOUSE 26/01/05

Page 1

See Schedule 1 for particulars of the property charged and Schedule 2 for the definitions of terms used in this Form 395 and in Schedule 1.

SCHEDULE 1: SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED BY THE DEBENTURE

Defined terms used herein have the meaning set out in Schedule 2.

- The Company, as continuing security for the payment, discharge and performance of all following assets whether at the date of the Secured Liabilities in relation to all of the the Debenture or in the future belonging to the Company, in each case with full title
- 1.1 Fixed Charges: charged to the Security Holder by way of separate fixed charges
- by way of legal mortgage each property specified in Part 1 of Schedule 1 of the (a) Debenture which is set opposite its name;
- (b) by way of equitable mortgage its Real Property, other than the property or properties specified in Part 1 of Schedule 1 of the Debenture: CONT.

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in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

On behalf of [eompany] [mortgagee/chargee]t

(See Note 5) †delete as appropriate

A fee of £10 is payable to Companies House in respect of each

register entry for a mortgage or charge.

Notes

- 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.
- 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
 - (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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to Companies House.
- The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Particulars of a mortgage or charge (continued)

Data Label Limited ("the Company")

CHFP025

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

Limited*

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

Company Number
00912556

* delete if inappropriate

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

Amount due or owing on the mortgage or charge (continued)	Please do not his binding margin
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	 Page 2

Please do not write in this binding margin	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
Please complete legibly, preferably in black type, or bold block lettering	

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- (c) all its Plant and Machinery listed in Schedule 3 of the Debenture and Schedule 3 of this Form;
- (d) all its Plant and Machinery not listed in Schedule 3 of the Debenture;
- (e) all spare parts, replacements, modifications and additions for or to the Plant and Machinery referred to in sub-clauses (c) and (d) above;
- (f) all its goodwill, unpaid and/or uncalled capital;
- (g) all its Intellectual Property;
- (h) all its Securities;
- all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any Subsidiary or any member of its Group;
- (j) all amounts realised by an administrator or liquidator of it upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986;
- (k) all its documents of title which at any time and for any purpose have been or may be deposited with the Security Holder and the property mentioned in such documents;
- (1) all monies in the accounts specified in Clauses 4.2.2 and 4.2.3 of the Debenture and any account in the name of it under the control of or operated in accordance with the directions of the Security Holder;
- (m) all of its Non-Vesting Debts and Other Debts to the extent in the case of Non Vesting Debts not effectively assigned by way of security under Clause 3 .1.3 of the Debenture.
- 1.1 Floating charge: charged to the Security Holder by way of a floating charge all of the undertaking, property, rights and assets of the Company whatsoever and wheresoever, both present and future (including to the extent that any of such undertakings, property, rights and assets are not effectively charged from time to time by any of the fixed charges or assigned by way of security). The floating charge created by the Debenture is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986
- 1.2 Assignments by way of security: assigned and agreed to assign, by way of security to the Security Holder all its rights, title and interest in and to:
- (a) the benefits arising under any policies of insurance in which the Company is interested or may at the date of the Debenture or thereafter have an interest;
- (b) the Non-Vesting Debts; and
- (c) any contracts relating to or benefiting any of the Charged Assets including, without limitation, the API Group Plc Safety Health and Environmental Audit 2004 Corporate Report, Prepared by Sypol Limited reference Number JHS/0856/04#1 dated 18 March 2004 as assigned.
- Further Advances: the security created by the Debenture secures both advances made at the date of the Debenture and further advances.
- Negative Pledge: the Debenture contains restrictions on the ability of the Company to create or permit to arise any Encumbrance in respect of its Charged Assets and on its ability to sell, transfer, assign, lease out, license, lend or otherwise dispose of the whole or any part of its Charged Assets or any interest therein.

CONT.

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

Particulars of a mortgage or charge (continued)

CHFP025

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

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* delete if

Company Number

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old block lettering	Data Label Limited ("the Company")		<u></u>
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Amount due or owing on the mortgage or charge (continued)	Please do not write in this binding margin
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Please do not write in this pinding margin	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
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SCHEDULE 2: DEFINITIONS OF TERMS USED IN FORM 395 USED IN THE DEBENTURE

Administrator: an administrator appointed under the Debenture;

Appointee: an Administrator or Receiver, as the case may be; Charged Assets: in relation to the Company, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same;

Business Finance Agreement: the agreement entered into between the Security Holder and the Company and one or more Obligors which is entitled or otherwise referred to as the "Business Finance Agreement" and which incorporates the Finance Schedule thereto and the GE Standard Terms

Charged Assets: in relation to the Company, all is assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same;

Client: each person, other than the Security Holder, which is a party to the Busines Finance Agreement;

Contract of Sale: a contract in any form, including a purchase order, between an Invoice Finance Client and a Debtor for the sale or hire of Goods or the provision of services or work done and materials supplied;

Debts: in relation to the Company, any obligation (present, future or contingent) of a Debtor to make payment to it under a Contract of Sale, together with all associated rights relating to it;

Encumbrance: any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other arrangement for the purpose of, and having a similar effect to, the granting of security, whether by law or agreement or other security interest of any kind;

Expenses: any of the following:

- (i) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Security Holder or any Appointee (in each case on a full indemnity basis);
- (a) in relation to the Charged Assets;
- (b) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under 'or pursuant to any of the Financing Documents;
- (c) in procuring the payment, performance or discharge of the Secured Liabilities; or
- (d) in stamping, perfecting or registering any of the Financing Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto); and

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Particulars of a mortgage or charge (continued)

Please do not write in this binding margin

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

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

Company Number 00912556

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inappropriate

Data Label Limited ("the Company") Limited* Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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(ii) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Security Holder or any Appointee paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Financing Documents;

Financing Documents: the following documents:

- (i) the Business Finance Agreement;
- (ii) the GE Standard Terms;
- (iii) any assignment by way of security;
- (iv) the Debenture;
- (v) any agreement or instrument evidencing or creating an Encumbrance, guarantee, indemnity or other assurance against loss entered into by any Obligor in favour of the Security Holder;
- (vi) any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of an Obligor against any other Obligor or person liable to the Security Holder in respect of the Secured Liabilities; and
- (vii) any agreement, instrument, notice or certificate delivered or entered into pursuant to, or ancillary to, or in connection with any, of the above;

Group: in relation to any company, that company and its Subsidiaries, its holding company (as defined in section 736 of the Companies Act 1985) and the Subsidiaries of that holding company;

Intellectual Property: in relation to the Company, all its patents (including applications, improvements, prolongations, extensions and rights to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, knowhow, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences, sub-licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world;

Inventory: all inventory or stock owned at the date of or acquired after the date of the Debenture by the Company, wherever located, including all inventory or stock, merchandise, goods and other personal property which are held by or on behalf of such a person for sale or lease;

Invoice Finance Client: any Obligor to which the Security Holder is providing an Invoice Finance Facility pursuant to the terms of a Business Finance Agreement.

Non Vesting Debts: in relation to a company which is an Invoice Finance Client all or any of its Debts to be purchased by the Security Holder pursuant to the Business Finance Agreement but which either fail to vest absolutely and effectively in the Security Holder for any reason or where the assignment thereof to the Security Holder is void whether as between the Security Holder and the Company or as between the Security Holder and any third party including, without limitation, a liquidator, administrator or creditor of the Company, together with any associated rights relating to such Debts;

CONT.

Particulars of a mortgage or charge (continued)

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

Please complete

Company Number legibly, preferably in black type, or bold block lettering Name of Company 00912556 Data Label Limited ("the Company") * delete if Limited* inappropriate Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Obligors: the Company, each Invoice Finance Client, any person (other than the Security Holder) which is a party to the Business Finance Agreement and any other person which has entered into with the Security Holder any agreement or instrument evidencing or creating an Encumbrance, guarantee, indemnity or other assurance against loss in respect of any obligations of an Invoice Finance Client to the Security Holder under the Financing Agreement;

Other Debts: in relation to the Company:

- (i) all present and future book and other debts due or owing to it, the proceeds of the same and all other moneys due and owing to it or which may become due and owing to it in the future;
- (ii) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of the Company with any bank, financial institution or other person and the debts represented thereby;
- (iii) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution; and (iv) the benefit of all rights, securities, Encumbrances, guarantees and indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the debts, proceeds, moneys or sums referred to in any of paragraphs (i), (ii) or (iii) above,

but excluding, where the Company is an Invoice Finance Client (and for the period of time it is or remains such) any Non Vesting Debts and any Debts whilst they remain vested in, or held on trust for, the Security Holder under the Financing Agreement;

Plant and Machinery: in relation to the Company, all plant, machinery and other equipment (including the plant and machinery specified in Schedule 3 to the Debenture) and other tangible personal property (except inventory) owned by it at the date of the Debenture or thereafter acquired by it and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto and where the Plant and Machinery is affixed to any land of which a Company is a tenant, any right of severance of the Company in relation thereto;

Real Property: in relation to the Company, all its freehold and leasehold properties and other real property both present and future (including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein);

Receiver: a receiver appointed under the Debenture;

Remittances: cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement;

Securities: all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (included but not limited to, loan capital) both present and future held by the Company in any company and includes 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 offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise thereof;

Subsidiary:

- (i) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (ii) unless the context otherwise requires, a subsidiary undertaking within the meaning of sections 258-260 of the Companies Act 1985 as substituted by section 21 of the Companies Act 1989.

(Upgraded 2 years ago by Universal Controls) Titan SR5 slitting machine 1200mm (1987)

Parkland TC40 semi automatic core cutter S/N 3722

Busch banding machine Model TB241 S/N 3722570 (2001)

Strachan Henshaw 1700 sheeting machine with MDS controls c/w unwind stand - 4 rolls and further 4 roll unwind stand

Strachen Henshaw 1400 sheeter with single unwind stand

LOC malnutrition electric pallet truck Model 112XUCF

Titan SR6 1650mm slitting machine (1994) S/N SR823

Sulzer Machine No. 10141 edge trimming reel to reel machine (1980)

Duffy Harrier twin re-wind centre surface Reeler c/w MDS control upgrades, S/N 88578 JSICS c/w static elimination (late 1980s)

> Bielloni UZ5019 Bielloflex Regina 6C/140 CI Press film printing Vetaphone Corona Treater with CP3 8kw Model TOV8PF9150PN

and coating line (cilicone and ink) comprising:

Eltosch Nitrogen inerted UV curer type 1650 EL 00/UNSKW

S/N 19667

EL 00/UV SKW 0/2 + kw (2000)

ICS cooling chiller - TAE101

SRC Model 606 "Doctor" salvage reeler - cone straightener

OUTSIDE

Machine No. 5604 (1999)

Dairen manual core cutter

Busch banding machine Model TB241 S/N 3722298 (1999)

framework, paper handling, upgraded electrics, sleve loading system,

Bone Craven 1650mm paper coating line (1970 approx) with Thermal through feed oven (upgraded burners), Bone Craven

保養人情以出去的人情以其

KSM Super Clean Web cleaner model WASP 1762, s/n LO8298

Aetek Model GW650 333ANDR UV curing unit with

3 lamps at 160w per cm and control gear (1993)

Kroenert Rico 700 Coating Station (1986) s/n 12032450

digital drives and safety chucks to include:

Asoma coating analyser (1995) c/w UV dryer transformer and

Vetaphone Corona 16kw double sided treator/sander

Model TCW8 PF9190P (2002) S/N 24810 ICS TAE301 external chilling unit (2002)

Drytec No. 6200304 rehumidification system - twin Steamtec

Fife Web Guide c/w CDP-01 controls (2002)

Asoma computer (2001)

stations and Siemens Simatic MP270 controls (Nov 2003)

Infrared MX440 online web moisture monitor

LABX source and resin detector (1992)

HD120B benchtop paper drill

Saber high speed paper guillotine Model S-115 S/N 016526 116cm - 1999

Schnelder 115cm manual paper guillotine

(not in use)

Lifter HL10E extended lift pallet truck (1997) ø

S/N 235577

Yale 1000kg CPM hoist c/w gantry

BT Lifters hand pallet trucks

speed rollers, print sleve system, static elimination s/n 663 (Cilicone

Eltosch nitrogen inerted UV curer type 1650EL 00/UV SKW

Vetaphone Corona treater S/N 63011

Spengler web deaner

MDS un-wind station (1998)

and ink) comprising:

160SL 0/2kw (1999) two lamp system with 160w per cm

CS external chiller - TAE101

c/w control panels (2001)

Uteco Gold RR608 film printing and coating line with variable

Beasley French type APN single colour thermal cure printing

machine (1977) c/w sieve system S/N 1607

2.25 bar, 1,000lb, 455kw output c/w self contained container

urret re-wind plant - not in use

Cochran Borderer water/steam boiler (1996) S/N 25/1502

c/w sick light guards and twin rotating roller stand

Than SR5 slitting machine 1200mm c/w slck light Guards

width 1650mm Type B71X

(2000) (not on site)

- Thetford waste compactor S/N T3 1173 SL291
- Kee waste compactor/trim extractor comprising triple extraction unit to waste paper compactor
- ? Toyota 25 Model FBM25 triple mast diesel fork lifts (1994) S/Nos 4822 and 4823

MAIN FACTORY

- 2 Rolatruc pallet trucks
- 1 Toyota electric pedestrian pallet truck model Microloc S/N 58209 AB (1996)
- Toyota electric pedestrian paper roll truck Model 7PML20/6 S/N 554172ATY (2002)
- 1 Formula Trucks Ltd stacker truck Model M515 hand operated
- 1 Reel pallet wrapper c/w roll wrap facility 3000 891,760
- 1 Cascade roll grab attachment (1993) 4SF-RC-603B
- 1 Toyota 2S diesel forklift truck Model A450 (1997)
- 14 Bays medium weight pallet racking
- 3 BT Wedge lift pallet trucks/roll lifters
- 1 Toyota electric pedestrian wedge lift truck Model 7PML20 (2002) S/N 554173ATY
- A1 Automatic hanging 100kg hydraulic crane assist floor standing roll lifter
- 8 Bays pallet racking
- 1 Bespoke crane A-frame mounted 2 ton electic hoist
- Toyota wide lift electric pedestrian pallet truck SM125 c/w spike attachment (2000) S/N 361797AT
- 1 BT pedestrian forklift truck LT2000 (1989) S/N 116296
- 1 Barlow electric lift pallet stacker
- Oxford LAB-X 3000 measuring/weighing machine
- Oxford LAB-X 1000 silicone weight meter

- Access steps
- 2 Flat four wheel trolleys
- 2 Mobile trestles
- Ohaus precision scales
- GIS overhead 2kg electic cranes c/w bespoke gantries
- Avery platform scales
- Bespoke pneumatic stirring device
- Bays pallet racking
- Blick timeclock system
- Steel benches c/w record vices
- 1 Colchester Mastiff 1400 lathe
- Force bench mounted pillar drill
- Cincinnati mill
- 1 Ward 7D lath
- Clarke parts washer
- Cunliffe radial arm drill
- Unnamed belt linisher
- Fornax FXB2300M horizontal band saw
- Oxy acetylene trolley and hoses
- Steel container 10'
- 4 Vacuum deaners
- Clarklift diesel three wheel forklift truck Model TM12 S/N TM14SB331GCF4200
- Gas bottle lifting trolley
- 1 Weiding furne extractor
- Oil filled welders (old)

TOOL STORE

- The Assorted toe jacks
- 10 Assorted Bosch hand tools, etc, REMS Amigo 2 electric threading tool and assorted hand drills, saws, etc, assorted hand block and tackle lifts and assorted hand tools
- Robin PAT tester
- Hand operated guillotine
- 2 Thorsman 18volt drill/drivers
- Edwards 2' hand operated folder
- 4 Various step ladder
- 2 Automatic welding masks
- Forklift personnel lift attachment

COMPRESSOR ROOM

- Kaester ASO32 silent run compressors
- Ultratoc air dryer
- 1 Ultrasep Plus 30 water separator unit
- l Vertical air receiver
- 1 Extraction unit

OUTSIDE

- 1 Toyota 15 Artic diesel forklift muck 'bendy style' Model SFBE15 (1996)
- 1 Toyota gas operated forklift truck (2003) S/N E11755
- 1 Cascadia roll lift spin forklift attachment
- 26 Bays heavyweight pallet racking
- Mobile access steps 16 step
- 2 BT pallet trucks
- 1 BT wedge lift' pedestrian electric lift truck

- Hydraulic wedge lift trucks
- Bays pallet racking
- Bergman waste compactor Moel PS8100 (1994) decommissioned
- 1 Toyota pedestrian electric pallet truck Model SM125 (2001) S/N 403083AT c/w splike attachment
- 1 Atlet TLP20 pedestrian electic pallet truck TLP4735F (1998)
- Oxford LAB-X 3000 unit
- BT pallet truck
- 1 Proternal 120 electric high lift carton lifter S/N 1201675
- 1 Pal-Rapper 3000 pallet wrapper S/N 3000 901093
- Sub-station/Transformer 500kva (1998)
- 1 Sub-station/Transformer 600kva
- 1 Messer air liquid nitrogen tank 10,000 litres c/w evaporators

LABORATORY

- Adams AA-250 scales 4 decimal places
- Messmer deadweight micrometer caliper machine
- Mullen burst tester (1992) S/N 8215-84
- 1 Messmer Digi-tear tear tester c/w Cutting board (5yrs old)
- 1 Sheen 101N minfgloss glass meter
- Lloyd Instruments tensife tester LRX c/w PC/software and HP LJ4200N type LRX 102593 c/w additional load cells 500NT and 10NT and 50NT
- Lloyd instruments tensile tester LRX c/w PC/software and HP LJ4200N type LRX 102599 c/w additional load cells 500NT and 10NT and 50NT
- Lloyd instruments tensile tester LRX c/w PC/software and HP LJ4200N type LRX 102599 c/w additional load cells 500NT and 10NT and 50NT c/w HP Vectra Pill PC and HP scanner

- 2PE-1000 high speed peel tester c/w Dell Optiplex GMS100 PC and Deskjet printer S/N 6002
- Memmert laboratory ovens UM100 S/N 1399011
- Memmert laboratory oven UM200 S/N 891291
- Memmert laborty oven UM400 S/N 901317
- Jouan Incubator S/N 30107207
- 2 PH meter Hanna Model 8521
- 1 Bespoke Drain Down Board laboratory coating machine (1985)
- Glass extraction cabinet
- Lloyd TG35 friction sledge
- 1 Cheminstruments Adhesive Laminator hot melt coder HLC-101
- Netz Schweibzelt benchtop hot melt machine S/N592-1
- Peak 2054 wide stand microscope
- Olympus microscope S/N 799555
- C Baker 38946 mlcroscope
- Benchtop furnace
- Pathfinder Monarch digital label printer

Plant and Machinery Main Production Building Book Covering Film

- Bragernes Maskin BM-1005 700mm wide Starpacker Reeler S/No. 00/194R (2000) c/w EME Series 1000 Labeller, Demag 250kg Pendant Controlled Holst, Bragernes Maskin BM-Shrink 1000x1800mm Heat Shrink Tunnel, ITO 600x1800mm Inclined Ribbed Belt Conveyor
- Beck Model 1732 Reeler Bagger (1998) c/w Mobile Gravity Roller Conveyor
- Frastan 1000mm wide Reeling & Packing Line (1997) c/w Arm 1016TS
 Unwind Stand and Creeper, 1100x2500mm Belt Conveyor,
 100x1600mm Belt Conveyor,
 100x1600mm Belt Conveyor,
 100x1400mm inclined Polychord
 Conveyor, ARM 1014GM Rewind Machine with Mac 50 Touch Pad
 Controls, 800x1350mm Scissor Lift, WM1015RS Wallpaper Seal
 Wrapper with Inclined Discharge Conveyor, SR Double Controls
 1200x3000mm Heat Shrink Tunnel, Anglia Handling Services 40kg
 Vacuum Lifter, Connarme F-2000 490kg Box Erector SNo. ZCF00585
 (1988) with Gemini Conveyorised Box Taper, 500x1150mm Gravity
 Roller Conveyor
- Qty General Plant and Equipment including Pallet Racking, Hand Pallet Trucks, 7-Tread Mobile Steps, Upright Metal Cabinets, Benching and Racking

Labels

- Timson 350mm wide 40m/min Single Colour Gravure Label Printing Press with Dairen Unwind Stand
- JM Heaford TT Cobra 600ELS Web/Colour Inspection Equipment S/No 2000078 (2000)
- s/s Cleaning Booth
- Arsoma EM510 5-Colour Flexographic Printing Press S/No. EM510.81 (2000) c/w Muthweb Urnwinding System, Infeed and Web Tenstoner, (x4) UV-Flexo Print Stations, Reverse Print Station, Die Cut Stations, Base Units, Sildeheads, 27cu.nw/min Hot Air Package, Silter Station, Sheet Delivery Station, Web Break Detector, Grid Break Detector, Web Video System Type BST CCD
- Demag 250kg Pendant Controlled Hoist

- 1 Anglia Handling Systems VL-1 40kg Vacuum Lifter S/No. 28145/01
- Omega 410E Slitter Rewinder S/No. 9177 (1993)
- Omega 410E Slitter Rewinder
- 4 Holmdate Precision Limited Vectra HDT 4-510 Turret Rewinder S/No. 02010234 (2001)
- Arsoma EM410.202 4-Colour Flexographic Printing Press (1997) c/w Automation R50 Batching Stacker S/No. 4065, B.Bunch.Co. Spiral Folder (1983), Arsoma R450 Mobile Reel Unwind Stand S/No. 45031 (1989)
- Holmdale Precision Limited Vectra HDT 4-510 Turret Rewinder (2001)
- 1 Demag 125kg Pendant Controlled Hoist
- 1 TEC B-472-QP Barcode Printer S/No. 6A010925
- 1 TEC B-872-QP Barcode Printer S/No. 6D01615
- 1 TEC B-572-QP Barcode Printer S/No. 8K008524/L
- Trim Exhaust System, Extraction Fans and Ducting
- Oty General Plant and Equipment including Hand Pallet Trucks, Benches, Lockers, 4-Drawer Metal Filing Cabinets, Pallet Racks, Trollies, Racking

Packing List Envelopes

- 1 Demag 500kg Pendant Controlled Hoist
- GN Packaging Equipment GN26P 660mm wide 963 litres/min Packing List Erwelope Machine #GN3 S/No. 40338 (2000) c/w Unwind Stand, Sick 30-FGS PEC Safety Guards, Meech 960r2 Static Generator, 7-Head Sitting and Forming Conveyor, Twin Reel Tape Unwind and Tape Insertion Conveyor, (x2) Crush Cutter Guillothres, 700x2000mm Discharge Belt Conveyor, (LCS Chiller Unit
- GN Packaging Equipment GN26P 660mm wide 963 litres/min Packing List Envelope Machine #GN4 S/No. 40340 (2001) c/w Unwind Stand, Sick 30-FGS PEC Safety Guards, Haug DC30 Static Generator S/No. V21060/05 (2002), 7-Head Slitting and Forming Conveyor, (x2) Crush Cutter Guillotines, 700x2000mm Discharge Belt Conveyor, ICS Chiller Unit

- GN Packaging Equipment GN54P 1320mm wide 1133 litres/min Packing List Ervelope Machine #GN1 SNo. 40274 (1994) cw Unwind Stand, Multiflex Safety Guards, Tensioner, 14-Head Forming Conveyor, Cush Curte (Xf) Slitting Rollers, Draw Roller, Discharge Belt Conveyor, Chiller Unit
- GN Packaging Equipment GN54P 1320mm wide 1133 litres/min Packing List Ervelope Machine #GN2 SNo. 40295 (1996) c/w Unwind Stand, Multiflex Safety Guards, Tensloner, 14-Head Forming Conveyor, Cush Cutter (20) Sitting Rollers, Draw Roller, Discharge Belt Conveyor, Chiller Unit.
- 500kg Pendant Controlled Pillar Hoist
- Arbus 300kg Pendant Controlled Travelling Gantry Holst with 10m beam
- Tenza 580mm wide Packing List Envelope Machine
- Universal Pouch Machine S/No. 2091449
- 1 Adpak LS400 Mobile Shrinkwrapper S/No. 7211 with 350x1200mm Heat Shrink Tunnel
- Cty General Plant and Equipment including Upright Metal Cabinets, 4-Drawer Metal Filing Cabinets, 3-Tread Mobile Steps, 7-Tread Mobile Steps, Pallet Racking, Knife Trollies, Benching and Racking

Printing

- CMF Omat Beta 808/140 1400mm wide 200m/min 4-Colour Flexographic Type Printing Press S/No. 248 (1994) c/w Cresta Chiller Unit, 5m Long Drying Unit, Fans and Ducting, 250kg Pendant Controlled Holst
- Ornat Derthona 80/90-120 800mm wide 4-Colour Flexographic Type Printing Press S/No. 4AZ (1982) c/w 4m long Drying Unit, Fans and Ducting, 250kg Pendant Controlled Hoist
- Rexon Aqua 16 Colour Weigh Dispensing System with (x16) IR ARO Centrifugal Dosing Pumps, Piping and Valves
- Welger RV642 Mobile Baler
- Oty General Plant and Equipment Including Drum Casters, Racking, Cylinder Racks, Benching, s/s Drum Washing Bay with 2.5x1.5x1.75m Waste Tank

Warehouse

Palrapper 3000 Stretchwrapper S/No. 3000 95/0/908

- Avery 3205CNE 50gx250kg Dial Platform Scale
- Mettler Toledo (DI Platform Scale
- RCM Brava Floor Scrubber
- Zebra LP2844 Label Printer
- ş General Plant and Equipment including Hand Pallet Trucks, Pallet Racking, Drive-In Pallet Racking

Maintenance Block

- General Plant and Equipment including:Rexon RDM 270FW Piller Drill S/No. 151609
- Autool Grinders 12/21781/CB3 Centreless Grinder with Vacuum
- Extraction
- Double Ended Bench Grinder
- Beaver VBRP Milling Machine S/No. 5069/2
- Myford Super 7 Bench-Top Lathe Colchester Triumph 2000 400mm. Dia x 1800mm long Centre Lathe
- S/No. 6/0044/32680
- Sealey Superstart 420 Charging Unit
- Clarke Turbo Weld 155T Welding Set
- Sureweld 160 Welding Set
- Rockwell Centreless Grinder arzep 10 Ton Hydrauliv Press
- HPC Plusair Screw Compressors with Ultraroc Air Dryer
- RCM Atom Floor Scrubber
- Hand Pallet Trucks
- Benching and Racking

Stored Equipment

- Comarme F-2000 Box Erector S/No. ARF00709 (2000) c/w Gemini Box
- 410mm Wide Rotary Press c/w Dalren Unwind Stand
- Elsner Model EPT-1 Reeler
- EBA 10/550 CNC Guillotine S/No.245020004 (1997)
- Gemini Box Tapers
- Printex Type 804S 720mm Wide Packing List Envelope Machine S/No.
- Bowe Systec Type 368 Perforator S/No. 50080/00
- Logitrans Electric Pallet Stacker

- Label Mate Shot Blast Cabinet
- ş Forkilft Reel Clamps
- Chiller Unit
- 800mm dia Bowl Feeder
- ş General Plant and Equipment including: Manual Pallet Stackers
- Hand Pallet Truck
- Reciprocating Hacksaw (Old)
- Konica U-Bix 220Z Photocopier

Yard

- Pakawaste 75T Waste Compactor S/No. 2969 PWT (1996)
- Approx. 3.5x3m Portakabin
- 2.3x1.5x1.5m Waste Tenk
- Approx. 2x2x9m Metal Container (1974)
- Approx. 2x1.2x1.5m Diesel Fuel Tank

<u>Laminates</u>

- Ashe Model 32-30 200m/min 750mm Wide Sitting and Rewinding Machine S/No. 127-94 c/w Speed and Tension Controls
- RHP Winding Mandrel
- Automatic Handling Europe 240kg Vacuum Lifter
- Hymo BX30-6/8 2000kg Scissor Lift S/No. 001301-1 (2000)
- Hymo 2000kg Scissor Lift
- Valmet Atlas Model OCW-2 800m/min 1800mm Wide Sitter Rewinder S/No. 99017 (2000) c/w Rexroth Hydraulic Power Pack

Reel Stores

Pairapper 2000 Stretchwrapper S/No. 2000 8907705

- Rowbottom 100m/min 1220mm Wide Gas Fired Hot Melt Coating Line (Refurb 2003) c/w Dennag 2 Torne Pendant Controlled Hoist, Release Paper Unwind Stand, Valco Cincinnati Mobile Heated Give Tank, 5m Long Drying Unit, Fans and Ducting, Hitema Chiller Unit, Valco Cincinnati SDM-400 Heated Giue Tank SNo, 9503-026
- 1 Robur B69E1500 1000kg Electric Pedestrial Forklift Truck S/No. 990433 (1999)
- Savsjo Type 8020 Baler S/no. 21185 (1992)
- City General Plant and Equipment including Hand Pallet Truck, Mobile Pallet Skip, Pallet Racking

Coating and Sitting

- Automatic Handling Europe Model 3481/1 Vacuum Lifter S/No. 0074
- Attas CS2 300m/min 1500mm Wide Slitting and Rewinding Machine (1987) dw 500kg Pendant Controlled Lifting Cradie (1993)
- Pagendam EAB1250 200m/min 1530mm Wide Pressurised Gravure Coating Line S/No. C60 8751/01 (1987) c/w Coating Tank and Associated Pumps, Sherman Treaters Treating Unit S/No. 951553, Fulton EB2555 160kg/h Steam Generator (1998)
- City General Plant and Equipment Including Pailet Racking, Trollies, Benching, Racking, Cross-Cut Saw and Bench

Laboratory

- Lloyd Instruments 500 Tensile Tester
- 1 Nicolet Impact 410 Laser Moisture Analyser S/no.ADF9600473
- 2 Gallenkamp 455x750x600mm Laboratory Ovens
- Gallenkamp 540x910x970mm Laboratory Oven
- 1 Lloyd Instruments LF Plus Tensiometer
- 1 Instruments Inc. ZPE-1000 High Rate Peel Tester
- Oxford Instruments Lab X-3000 X-ray Analyser
- 1 Elmendorf 1653 Tearing Tester
- Decon Ultrasonic Bath
- 1 Mettler AJ150 Analytical Balance
- Laboratory Microscope

Miscellaneous Laboratory Equipment, Benching, Fume Cupboard and Sundries

Yard

- Avelair 10LE 18.5 Air Compressors c/w Avelair Condensate Management System, Cool Technology 490 litre Air Receiver, Avelair Type 411 AP Air Dryer S/No. 031/16068/37
- Trim Extraction Air Handling Unit, Fans and Ducting
- Pakawaste P1500 Waste Compactor S/No. 4291PWT04/01
- 2 25 Tonnes Heated Adhesive Tanks, Pumps, Piping and Valves
- Approx. 2.5x4m Portakabin
- 15 Ton Adhesive Tank #1, Pumps, Piping and Valves
- 1 11 Ton Adhesive Tank #2, Pumps, Piping and Valves
- 11 Ton Adhesive Tank #3, Pumps, Piping and Valves
- Coolmation Twin Fan Condenser

PLANT & MACHINERY

MONO CAST FILM SYSTEM PRODUCTION LINE COMPRISING:

Hydra Vac 6 mix batch blender system
Battenfeld Glonco 150mm extruder, (S/N A14955)
Hydraulic screen changer
Cloren die and feed pipes with vacuum box
Battenfield cast rollers and air kuife (S/N A14955)
Chmart gauge unit scanner and O frame with radioactive components
(S/NUK130671952
Sherman treater unit (S/N 952094) withGX200R generator control
Battenfeld 1009 turnet winder unit (S/N A14955)

Trim Station and granulator Ancillary equipment including FSS2 core extractor, roots vacuum pump Water tank

Mono line was specified to run 15 UM at 2.3 mt wide at 150m/mln at 280 kg per hour also 270 UM at 2.3 finished width 15m/mln at 503 kg per hour. All Day Peacock RW1209 extractor, core extractor

Shaft trolley

4 Stainless steel day bins

THE COEXTRUSION CAST FILM SYSTEMS PRODUCTION LINE, COMPRISING:

3 Vollmar blender stations with pipe work and extraction (S/N A15488)
Jenco vacuum pump
3 Battenfeld Gloucester 75mm,90mm & 150mm Extruders (S/N A15488)

Cloren main die head with 3 feed pipes and 5 layer feed blade Alidays and Peacock vacuum box extractor (S/N RW8145/C) Alidays and Peacock soft box extractor (S/N RW8223/C)

Battenfeld cast roll unit

Euro Firm gauge unit scanner (S/N KACD110113)

Sherman full treater unit (S/N 100215 and 75185) Model GX100R and GX75R

Battenfeld pull roll unit

Battenfeld 1014 winder unit (S/N A15488)

3 in line grandulators

Core extractor and in line weighing machine

Ancillary equipment including: Hansal 200HC impulse sealer (S/N HAN-200H-1641), Mann & Hummel vacuum pump,

Battenfeld main control panel, PFG water tank

Alldays and Peacock extractor, fume extractor, vacuum box and additional extractor (S/N RW8066), precision air core GVP2 bin line pump, 4 stainless steel day bins and shaft tolley

Manufactured in August 2000, the Coex die is 2650mm wide, finished webbed width is 2400mm. Line speed is 15UM at 150m/min, 270UM at 15m/min.

- Titan SR6 rewind slitting machine with fence guarding and CNC controls (SR777, 3" and 6" cores, 600mm OD, 1500mm wide on unwind (1983)
- 1 Titan SR6 rewind slitting machine with fence guarding and CNC controls (SR775, 3" and 6" cores, 600mm OD, 1500mm wide on urwind (1993)
- 1 Atlas converting CSE620R rewind slitting machine (S/N 95014), 220mm/mln on rewind) with CNC Control(1995)
- Slitting trolley
- Paliet trucks
- 1 Bucan 2702/1 lifting arm at SW250kg and Vitax travelling hoist to 750kg
- Titan core cutter
- Digital platform weigh scales
- TAE031 chiller unit (S/N 200004735) (2001)
- 1 Munchy P75A recycling/reprocessing machine with reel delivery, hopper feed, baths and extraction take-off (1997)
- Loadking vertical bailer -- Model No. 1120040-HD6030 (S/N 13698) (2001)
- Robopac Rotoplat 505/PFS rotary shrink film pallet wrapping table (S/N KN/042997) (2001)

Ancillary equipment to include roller truck, hydraulic pallet trucks, tabling, industrial heavy duty pallet racking throughout the premises, strapping machine, steps etc.

Compressor Room

- HPC Plusair screw compressor
- HPCBS61 screw compressor to 7.5 bar
- Vertical air receiver
- 1 Compair TD200 thermal dryer (S/N 233)

Mechanical Handling

- The Factory wall rack system and guarding with three bays and eight reel racks, A to N, three electric travelling carriages and cable clamps with picking arms and three CNC control panels
- Dalmec pneumatic traveiling lift to 400kg
- Demag overhead travelling hoist to 3.2 ton
- 1 Abus overhead travelling hoist to 3.2 ton with creel take-off
- Abas overhead travelling hoist to 1 ton
- 1 Nissan 20 2 ton battery operated forklift truck with side shift (S/N QP02E002331) (1996)
- 1 Nissan 20 2 ton battery operated forklift truck with side shift (S/N CWP02E9C2337)
- 3 Chloride 21 battery charges
- Finmap Y56 industrial floor cleaner
- Nu Matic NVQ900 cylinder vacuum deaner

Engineering

The Main items include ASIP 12" band saw, Nu Tool 5 speed pedestal drill Boxford 4" lathe, SIP 6" bench grinder, hand tools, clamps, transformers etc.

Test Equipment

The Hansal 200HC impulse sealer, ABC laminator, M57 Hazemeter meter, Baker microscope, RDM heat sealer, Lloyds instruments 01/205 stretch/strength tester, Davenport falling dart tester

External

- 2 70 ton and 9, 50 ton aluminium silos with Braby load cell controls and pipe work approximately 10 years old
- Airedale 100D chiller (for the Mono Extrusion line)
- Airedale 100D cresta chiller (back-up for the Mono Extrusion line)



OF A MORTGAGE OR CHARGE

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

COMPANY No. 00912556

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE ALL ASSETS GUARANTEE AND DEBENTURE DATED THE 20th JANUARY 2005 AND CREATED BY DATA-LABEL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND THE OBLIGORS TO GE COMMERCIAL FINANCE LIMITED (THE SECURITY HOLDER) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JANUARY 2005.





