

M

COMPANIES FORM No 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

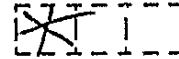
M 297

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

To the Registrar of Companies

For official use

Company number



2456291

Name of company

* DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")

* insert full name
of company

Date of creation of the charge

20th March, 1990

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

A debenture (the "Debenture") dated 20th March, 1990 between (1) DRG Flexible Packaging Limited and (2) Citibank, N.A. as trustee for the Beneficiaries (as defined therein and in this Form 395) (the "Security Agent").

Amount secured by the mortgage or charge

All moneys and liabilities whether principal, interest or otherwise in whatever currency which may at the date of the Debenture or at any time thereafter be due owing or incurred by the Chargor under the terms of each of the Facility Documents whether actual contingent and whether alone or jointly with others, as principal, guarantor, surety or otherwise, and in whatever name or style and all of which are referred to in the Debenture and in this Form 395 as the "Secured Liabilities".

In this Form 395, the following capitalised items shall have the meanings set out below.

"Beneficiaries" means the Facility Agent, the Senior Agent, the Senior Lenders, the Second Senior Agent, the Second Senior Lenders and the Security Agent (each a "Beneficiary");

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

Citibank, N.A. as trustee for the Beneficiaries of
PO Box 199, Cottons' Centre, Hays Lane, London

Postcode

SE1 2QT

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

Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD
Ref: SEP/88023540/SGP

For official Use
Mortgage Section

Post room

Time critical reference

SEP/88023540/SGP

Short particulars of all the property mortgaged or charged

The Chargor as beneficial owner:

- (i) charges by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) to the Security Agent (as trustee for the Beneficiaries) all estates and other interests in freehold leasehold or other immovable property wheresoever situate at the date of the Debenture or thereafter belonging to the Chargor (including without limitation the registered and other land in England and Wales specified or referred to in the Schedule below) and all buildings trade and other fixtures fixed plant and machinery from time to time on any such freehold leasehold or other immoveable property;

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)

None

Signed

Clifford Chance

Date *Friday 6th April 1990*

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Page 2

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

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

Company number

2456291

Name of company

~~DRG FLEXIBLE PACKAGING LIMITED (the "Charger")~~

~~—limited*~~

*delete if
inappropriate

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

"Accession Deed for the Trust Deed" means a deed substantially in the form set out in the first schedule of the Trust Deed;

"Accession Notice" means a notice in the form set out in the Fifth Schedule to the Facility Agreement;

"Advance" means, save as otherwise provided in the Facility Agreement, an advance (as from time to time reduced by repayment) made or to be made by the Senior Lenders or, as the case may be, the Second Senior Lenders under the Facility Agreement;

"Alternate Borrower" means each member of the Group (other than Pembridge) (i) which has submitted an Accession Notice to the Facility Agent and (ii) which has received the prior written consent of the Facility Agent (acting on the instructions of an Instructing Group or, in the case of a member of the Group incorporated outside the United Kingdom, the Lenders) to submit an Accession Notice;

"Available Commitment" in relation to a Senior Lender, means such Senior Lender's Available Market Purchase Commitment, Available Term Loan Commitment or Available Revolving Credit Commitment and, in relation to a Second Senior Lender, means such Second Senior Lender's Available Second Senior Commitment, as the case may be;

"Available Facility" means the Available Market Purchase Facility, the Available Term Loan Facility, the Available Revolving Credit Facility or the Available Second Senior Facility, as the case may be;

"Available Market Purchase Commitment" in relation to a Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Senior Lender's Market Purchase Commitment less the aggregate of such Senior Lender's portion of each Advance which is outstanding under the Market Purchase Facility;

"Available Market Purchase Facility" means the aggregate amount from time to time of the Available Market Purchase Commitments;

"Available Revolving Credit Commitment" in relation to a Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Senior Lender's Revolving Credit Commitment less the aggregate of such Senior Lender's portion of each Advance which is outstanding under the Revolving Credit Facility;

"Available Revolving Credit Facility" means the aggregate amount from time to time of the Available Revolving Credit Commitments;

"Available Second Senior Commitment" in relation to a Second Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Second Senior Lender's Second Senior Commitment less the aggregate of such Second Senior Lender's portion of each Advance which is outstanding under the Second Senior Facility;

"Available Second Senior Facility" means the aggregate amount from time to time of the Available Second Senior Commitments;

"Available Term Loan Commitment" in relation to a Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Senior Lender's Term Loan Commitment less the aggregate of such Senior Lender's portion of each Advance which is outstanding under the Term Loan Facility;

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

**y in
old**

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

- (ii) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific equitable charge all estates or interests in any freehold or leasehold property (except any such property referred to in (i) above) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such property at the date of the Debenture or at any time during the continuance of the security constituted by the Debenture belonging to the Chargor;
- (iii) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific charge all book and other debts and monetary claims at the date of the Debenture or at any time thereafter due or owing to the Chargor, together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce any such debts or claims;
- (iv) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific charge all stocks shares or other securities at the date of the Debenture or at any time during the continuance of the security constituted by the Debenture belonging to the Chargor together with all dividends or other rights relating thereto;
- (v) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific charge all copyrights patents inventions and fees, royalties and other rights of every kind deriving from copyrights patents or inventions at the date of the Debenture or at any time thereafter belonging to the Chargor ("the intellectual property");
- (vi) assigns to the Security Agent (as trustee for the Beneficiaries) the Chargor's goodwill subject to redemption on discharge of the Secured Liabilities and of charges its uncalled capital at the date of the Debenture or at any time thereafter in existence and future calls (whether made by the directors of the Chargor or by a Receiver appointed under the Debenture or a liquidator);
- (vii) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific charge all plant and machinery at the date of the Debenture or at any time thereafter belonging to the Chargor (excluding however plant and machinery for the time being forming part of the Chargor's stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within (i) above);
- (viii) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific charge all chattels at the date of the Debenture or at any time thereafter hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of such contract; and
- (ix) charges to the Security Agent (as trustee for the Beneficiaries) by way of floating security the Chargor's undertaking and all the Chargor's property, assets and rights whatsoever and wheresoever, present or future, which are not charged or are not effectively charged under (i) - (viii) above.

Please do not
write in this
binding margin

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

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

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

Company number

2456291

Name of company

DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")

—Limited

*delete if
inappropriate

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

"Available Term Loan Facility" means the aggregate amount from time to time of the Available Term Loan Commitments;

"Borrower" means:

- (a) in respect of the Market Purchase Facility, Pembridge;
- (b) in respect of the Term Loan Facility, Pembridge;
- (c) in respect of the Revolving Credit Facility, Pembridge and any Alternate Borrower; and
- (d) in respect of the Second Senior Facility, Pembridge

and "Borrower" means each of Pembridge and each Alternate Borrower;

"Cash Collateral Account" means the account opened or to be opened in the name of Pembridge with such persons as the Facility Agent may require into which certain sums are to be paid to be held as security (inter alia) for the obligations of the Borrowers in respect of the Facilities;

"Cash Collateral Security" means the deposit and charge agreements, in the agreed form, executed or to be executed by Pembridge in order to charge in favour of the Security Agent the Cash Collateral Account and amounts credited to the Cash Collateral Account;

"Commitment" in relation to any Senior Lender (in the case of the Senior Facilities) means the amount of its Market Purchase Commitment, Revolving Credit Commitment or (as the case may be) Term Loan Commitment and, in relation to any Second Senior Lender (in the case of the Second Senior Facility), means the amount of its Second Senior Commitment;

"Debentures" means the debentures, in the agreed form, executed or to be executed by each of the Borrowers to secure the Borrowers' obligations under the Facility Agreement;

"Facility" means the Market Purchase Facility, the Revolving Credit Facility, the Term Loan Facility or the Second Senior Facility, as the case may be, and "Facilities" means each of them;

"Facility Agent" means the Senior Agent for so long as any amounts are outstanding under the Senior Facilities and for so long as the Senior Lenders have any obligations whether actual or contingent to make any credit or accommodation available to the Borrowers under the Senior Facilities and on the date such liabilities and obligations have ceased (as certified in writing by the Senior Agent to the Second Senior Agent and the Security Agent) shall mean the Second Senior Agent;

"Facility Agreement" means an agreement (as may from time to time be amended, varied, cancelled, restated, supplemented or novated) dated 25th September, 1989 between (1) Pembridge Investments Ltd. as a Borrower, (2) Citibank, N.A. as Arranger, Original Senior Lender, Original Second Senior Lender and Security Agent and (3) Citicorp Investment Bank Limited as Senior Agent and Second Senior Agent;

in

in

in

This image shows a completely blank white page enclosed within a prominent, thick black rectangular frame. There are no markings, text, or illustrations on the page itself.

The property described in (i) - (ix) above is in the Debenture and in this Form 395 (severally) referred to as "the Charged Property".

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

Clause 11 of the Debenture states that:

"Save for a Permitted Encumbrance, the Chargor hereby undertakes that at no time during the subsistence of the security hereby constituted will the Chargor otherwise than:-

- (i) in favour of the Security Agent; or
- (ii) with the prior written consent of the Security Agent and in accordance with and subject to any conditions which the Security Agent may attach to such consent,

create, grant, extend or permit to subsist any mortgage or other fixed security or any floating charge on or over the Charged Property or any part thereof (except for this Debenture) or purport to do any of the same. The foregoing prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to the security hereby constituted but also to any mortgages, securities or floating charges which rank or purport to rank either pari passu herewith or subsequently hereto."

SCHEDULE

- (a) All those leasehold premises being the 1st, 2nd and 3rd floors of 71B High Street, Maidenhead, Berkshire for the residue of the term of 15 years from 25.12.1977 created by a lease made 20.02.1978 between Graham Family Settled Estates Limited (1) Jerome Property Maintenance Limited (2).
- (b) All those leasehold premises situate and being on the 1st floor of 130B Wilmslow Road, Handforth, Wilmslow, Cheshire for the residue of a term of 10 years from 24.12.1986 created by a lease made 17.06.1987 between Mercantile General Reinsurance Company Plc (1) and DRG (UK) Limited (2).

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 3
to Form No 395 and 410 (Scot)

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

Company number

2456291

Name of company

~~DRG FLEXIBLE PACKAGING LIMITED (the "Charger")~~

~~"limited"~~

*delete if
inappropriate

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

"Facility Documents" means the Facility Agreement, each Memorandum of Deposit, each Debenture, each Principal Company's Guarantee, each Operating Subsidiary's Guarantee, the Cash Collateral Security, each Accession Notice, the Trust Deed, the Intercreditor Agreement, each Accession Deed for the Trust Deed and all other documents executed as security for the obligations of the Borrowers or any guarantor from time to time under the Facility Agreement or under any other of the Facility Documents;

"Group" means Pombridge and its subsidiaries for the time being;

"Instructing Group" means:

- (i) for so long as the Senior Agent is the Facility Agent:
 - (a) before any Advances have been made under the Facility Agreement, one or more of the Senior Lenders whose aggregate Available Commitments amount in aggregate to more than fifty per cent. of the aggregate amount of all of the Available Facilities other than the Second Senior Facility; and
 - (b) thereafter, one or more of the Senior Lenders to whom in aggregate more than fifty per cent. of the aggregate principal amount for the time being outstanding under the Facilities other than the Second Senior Facility is (or, immediately prior to its repayment, was then) owed; and
- (ii) when the Second Senior Agent is the Facility Agent:
 - (a) before any Advances have been made under the Facility Agreement, one or more of the Second Senior Lenders whose aggregate Available Commitments amount in aggregate to more than fifty per cent. of the aggregate amount of the Second Senior Facility; and
 - (b) thereafter one or more of the Second Senior Lenders to whom in aggregate more than fifty per cent. of the aggregate principal amount for the time being outstanding under the Second Senior Facility is (or immediately prior to its repayment, was then) owed;

"Intercreditor Agreement" means the Agreement of 2nd November, 1989 made between Citicorp Investment Bank Limited as agent for the Senior Lenders and the Second Senior Lenders, Societe de Banque Thomson S.A. and the Security Agent;

"Lender" means each of the Senior Lenders and the Second Senior Lenders;

"Market Purchase Commitment" in relation to the Original Senior Lender means, save as otherwise provided in the Facility Agreement £213,000,000 and in relation to any other Senior Lender means the amount of Market Purchase Commitment transferred to it in accordance with Clause 37 of the Facility Agreement, in either case less the amount of Market Purchase Commitment transferred by it in accordance with Clause 37 of the Facility Agreement;

"Market Purchase Facility" means the facility referred to in Clause 2.01 of the Facility Agreement;

Please do not
write in this
binding margin

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

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

Short particulars of all the property mortgaged or charged (Continued)

Please do not
write in this
binding margin

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

Page 4

Please do not
write in this
binding margin

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

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

Company number

2456291

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

Name of company

DRG FLEXIBLE PACKAG

AD (the "Chargor")

Limited

*delete if
inappropriate

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

<div style="height: 600px;"></div>

"Memoranda of Deposit" means the memoranda of deposit, in the agreed form, to be executed by each of the Borrowers, the Principal Companies and each of the owners of the shares in the Operating Subsidiaries in order to secure the Borrowers' obligations under the Facility Agreement and/or any guarantee given by such person in respect thereof;

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

"Operating Subsidiary" means any subsidiary of Pembridge (other than the Principal Companies), except those companies that have not traded for the past 12 months and whose assets or liabilities are less than 5% of the aggregate assets or, as the case may be, liabilities of the Group;

"Operating Subsidiary's Guarantee" means each guarantee to be executed by each Operating Subsidiary, substantially in the agreed form, guaranteeing the obligations of the Borrowers under the Facility Agreement;

"Original Senior Lender" means Citibank, N.A. in its capacity as the original Senior Lender;

"Original Second Senior Lender" means Citibank, N.A. in its capacity as the original Second Senior Lender;

"Pembridge" means Pembridge Investments Ltd.;

"Permitted Encumbrance" means any encumbrance defined as such in the Facility Agreement;

"Principal Company" means each of Target, DRG (UK) Limited and DRG (Overseas) Limited;

"Principal Company's Guarantee" means each guarantee to be executed by each Principal Company, substantially in the agreed form, guaranteeing the obligations of the Borrowers under the Facility Agreement;

"Revolving Credit Commitment" in relation to the Original Senior Lender means, save as otherwise provided in the Facility Agreement £60,000,000 and in relation to any other Senior Lender means the amount of Revolving Credit Commitment transferred to it in accordance with Clause 37 of the Facility Agreement, in either case less the amount of Revolving Credit Commitment transferred by it in accordance with Clause 37 of the Facility Agreement;

"Revolving Credit Facility" means the facility referred to in Clause 2.03 of the Facility Agreement;

"Second Senior Commitment" in relation to the Original Second Senior Lender means, save as otherwise provided in the Facility Agreement £125,000,000 and in relation to any other Second Senior Lender means the amount of the Second Senior Commitment transferred to it in accordance with Clause 37 of the Facility Agreement, in either case less the amount of Second Senior Commitment transferred by it in accordance with Clause 37 of the Facility Agreement;

"Senior Agent" means Citicorp Investment Bank Limited in its capacity as agent for the Senior Lenders;

"Second Senior Agent" means Citicorp Investment Bank Limited in its capacity as agent for the Second Senior Lenders;

"Second Senior Facility" means the facility referred to in Clause 2.04 of the Facility Agreement;

Please do not
write in this
bleeding 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

Short particulars of all the property mortgaged or charged (Continued)

Please do not
write in this
binding margin

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

Page 4

Please do not
write in this
binding margin

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

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

Company number

2456291

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

Name of company

~~DRG FLEXIBLE PACKAGING LIMITED (the "Charger")~~

~~Limited~~

*delete if
inappropriate

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

"Second Senior Lenders" means each of the Original Second Senior Lender and each person to whom the Original Second Senior Lender or a Second Senior Lender has transferred or assigned any right or obligation in accordance with Clause 37 of the Facility Agreement;

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

"Senior Facilities" means each of the Market Purchase Facility, the Term Loan Facility and the Revolving Credit Facility;

"Senior Lenders" means each of the Original Senior Lender and each person to whom the Original Senior Lender or a Senior Lender has transferred or assigned any right or obligation in accordance with Clause 37 of the Facility Agreement;

"Target" means DRG public limited company (now known as DRG Limited);

"Term Loan Facility" means the facility referred to in Clause 2.02 of the Facility Agreement;

"Trust Deed" means the trust deed dated 25th September, 1989 between (1) the Security Agent, (2) the Senior Agent, (3) the Second Senior Agent, (4) the Original Senior Lender and (5) the Original Second Senior Lender.

RT47N.14

Please do not
write in this
binding margin

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

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

Short particulars of all the property mortgaged or charged (Continued)

Please do not
write in this
binding margin

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

Page 4

CLIFFORD CHANCE

ROYEX HOUSE ALDERMANBURY SQUARE LONDON EC2V 7LD TELEPHONE 01-600 0808

TELEX 480590R1 COWARD G FAX 01-726 8561 DX 200 LONDON

AMSTERDAM BRUSSELS HONG KONG LONDON MADRID NEW YORK PARIS SINGAPORE TOKYO UNITED ARAB EMIRATES
ASSOCIATED OFFICES BAHRAIN SAUDI ARABIA

YOUR REFERENCE

IN REPLY PLEASE QUOTE

DATE

RT/88823540/SEP/SGP

5th April 1990

BY HAND

The Registrar of Companies,
Companies House,
55-71 City Road,
London EC1Y 1BB.

Dear Sir,

Form 395

I enclose the following documents for registration pursuant to Section 395 of the Companies Act 1985:

1. Debenture dated 20th March, 1990 between DRG Flexible Packaging Limited (1) and Citibank, N.A. (2);
2. Form 395 in respect of the above.

Please would you acknowledge receipt of the above documents by stamping the enclosed copy of this letter and returning it to me in the envelope provided for you.

Yours faithfully,



Ravi Takhar

RT46N.14



FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 20th MARCH 1990
and created by DRG FLEXIBLE PACKAGING LIMITED

for securing all moneys due or to become due from the Company to CITIBANK
N.A. AS TRUSTEE FOR THE BENEFICIARIES under the terms of THE FACILITY
DOCUMENTS AND/OR THIS CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 6th APRIL 1990

Given under my hand at the Companies Registration Office,
Cardiff the 11th APRIL 1990

No. 2456291

A handwritten signature in dark ink, appearing to read 'M. M. Williams'.

M. M. WILLIAMS

an authorised officer

C.69

LC
11/4
BL.

Companies House Scan Upon Demand

**We apologise that the following
documents are of poor quality.**

**Thank You for your
Understanding.**

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

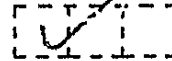
Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type or
bold block
lettering*Insert full name
of company

To the Registrar of Companies

For official use Company number

M213



2456291

Name of company

* DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")

Date of creation of the charge

31st May 1990

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

A debenture (the "Debenture") dated May 1990 between (1) DRG Flexible Packaging Limited and (2) Societe de Banque Thomson S. A. (the "Mezzanine Lender").

Amount secured by the mortgage or charge

The principal amount of £50,000,000 and all other moneys and liabilities, whether principal, interest or otherwise in whatever currency which may at the date of the Debenture or at any time thereafter (and whether on or at any time after such demand) be due owing or incurred by the Pembridge under the terms of the Mezzanine Facility Agreement, whether actual, contingent and whether alone or jointly with others, as principal, guarantor, surety or otherwise, and in whatever name or style and all of which are referred to in the Debenture and in this Form 395 as the "Secured Liabilities".

In this Form 395, the following capitalised items shall have the meanings set out below.

Cont'd

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

Societe de Banque Thomson S.A.,

34-36 Avenue de Friedland,

Paris, France

Postcode

F.75008

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

S. J. BERWIN & CO
235 GRAY'S INN ROAD
LONDON WC1X 8HB

Ref 90/209/0576b/P4131.1

Time critical reference

For official use
Mortgage section

05 JUN 1990

Post room



Please do not
write in
this margin

The Chargor as beneficial owner:

- (i) charges by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) to the Mezzanine Lender all estates and other interests in freehold leasehold or other immovable property wheresoever situate at the date of the Debenture or thereafter belonging to the Chargor and all buildings trade and other fixtures fixed plant and machinery from time to time on any such freehold leasehold or other immoveable property;
- (ii) charges to the Mezzanine Lender by way of specific equitable charge all estates or interests in any freehold or leasehold property (except any such property referred to in (i) above) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such property at the date of the Debenture or at any time during the continuance of the security constituted by the Debenture belonging to the Chargor;

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

Cont'd

Particulars as to commission allowance or discount (note 3)

N11

Signed Sf Berwick & Co

Date 4 June 90

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.



Please do not
write in this
margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

2456291

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

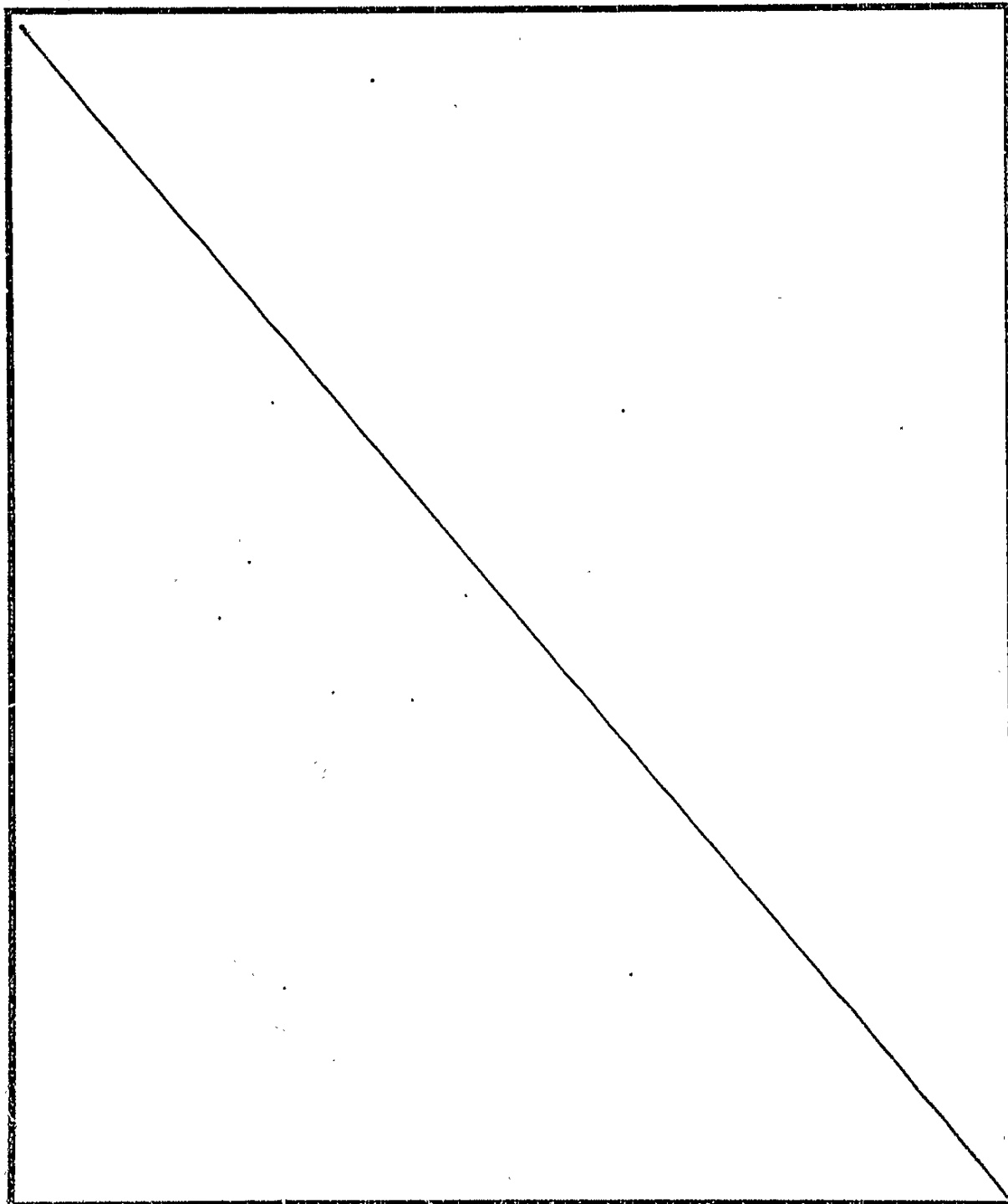
Name of company

DRG FLEXIBLE PACKAGING LIMITED

Limited*

*Delete if
inappropriate

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



"Mezzanine Facility Agreement" means an agreement (as the same may from time to time be amended, varied, cancelled, supplemented or novated) dated 2 November 1989 between Pembridge and the Mezzanine Lender;

"Pembridge" means Pembridge Investments Ltd;

"Permitted Encumbrance(s)" has the same meaning as in the Senior Security;

"Senior Agent" means Citicorp Investment Bank Limited, as agent for the Senior Lenders and the Second Senior Lenders;

"Senior Banks" means together the Senior Lenders and the Second Senior Lenders, and "Senior Bank" means any one of them;

"Senior Lenders" and "Second Senior Lender" have the same meaning as in the Senior Facility Agreement;

"Senior Facility Agreement" means together the Facility Agreement dated 25 September 1989 and made between (i) Citibank, N.A., as arranger, original Senior Lender, original Second Senior Lender and Security Agent, (ii) the Senior Agent and (iii) Pembridge, as amended by a supplemental agreement dated 2 November 1989, as amended or supplemented from time to time;

"Senior Loan" means the principal amount from time to time advanced and outstanding under the Senior Facility Agreement;

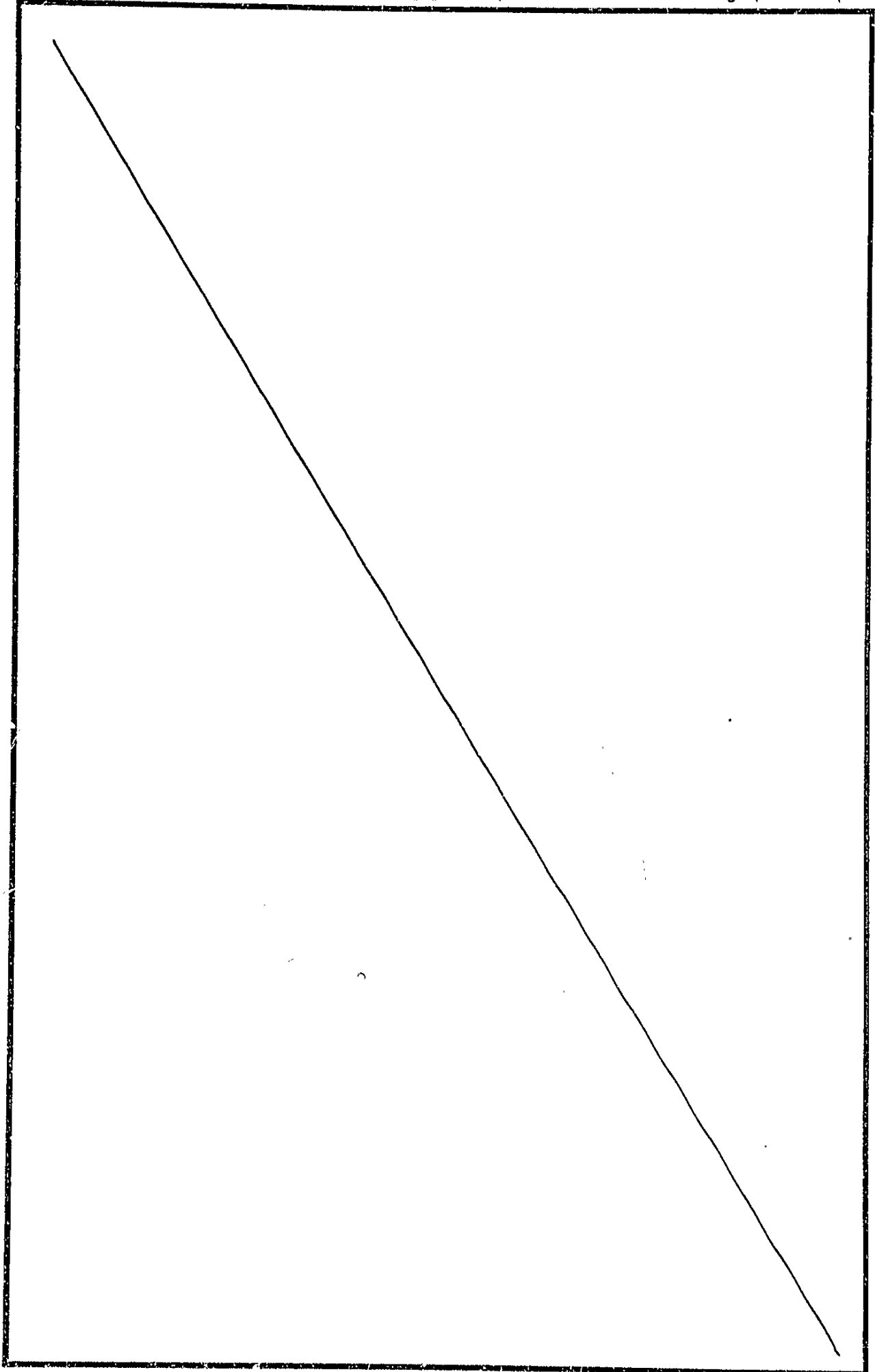
"Senior Security" means the Debenture of 20 March 1990 between the Chargor and the Senior Security Agent and any further or other security (including any guarantee or indemnity) which may have been or may be granted in favour of the Senior Security Agent on behalf of the Senior Banks to secure the Senior Loan or any part thereof and any collateral, additional or substituted security which the Senior Security Agent on behalf of the Senior Banks may obtain from any member of the Group or otherwise on account of the Senior Loan or any part thereof;

"Senior Security Agent" means the "Security Agent" as that term is defined in the Senior Security;

e do not
in this
in

se complete
ly, preferably
ack type, or
block lettering

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



- (iii) charges to the Mezzanine Lender by way of specific charge all book and other debts and monetary claims at the date of the Debenture or at any time thereafter due or owing to the Chargor, together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce any such debts or claims;
- (iv) charges to the Mezzanine Lender by way of specific charge all stocks shares or other securities at the date of the Debenture or at any time during the continuance of the security constituted by the Debenture belonging to the Chargor together with all dividends or other rights relating thereto;
- (v) charges to the Mezzanine Lender by way of specific charge all copyrights patents inventions and fees, royalties and other rights of every kind deriving from copyrights patents or inventions at the date of the Debenture or at any time thereafter belonging to the Chargor ("the intellectual property");
- (vi) assigns by way of assignment to the Mezzanine Lender the Chargor's goodwill subject to redemption on discharge of the Secured Liabilities and of charges its uncalled capital at the date of the Debenture or at any time thereafter in existence and future calls (whether made by the directors of the Chargor or by a Receiver appointed under the Debenture or a liquidator);
- (vii) charges to the Mezzanine Lender by way of specific charge all plant and machinery at the date of the Debenture or at any time thereafter belonging to the Chargor (excluding however plant and machinery for the time being forming part of the Chargor's stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within (i) above);
- (viii) charges to the Mezzanine Lender by way of specific charge all chattels at the date of the Debenture or at any time thereafter hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of such contract; and
- (ix) charges to the Mezzanine Lender by way of floating security the Chargor's undertaking and all the Chargor's property, assets and rights whatsoever and wheresoever, present or future, which are not charged or are not effectively charged under (i) - (viii) above.

The property described in (i) - (ix) above is in the Debenture and in this Form 395 (severally) referred to as "the Charged Property".

Clause 10 of the Debenture states that:

"Save for a Permitted Encumbrance, the Chargor hereby undertakes that at no time during the subsistence of the security hereby constituted will the Chargor otherwise than:-

Cont'd

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

Please do not
write in this
margin

Continuation sheet No. 2
to Forms Nos 395 and 410 (Scot)

Company number

2456291

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

Name of company

DRG FLEXIBLE PACKAGING LIMITED

Limited*

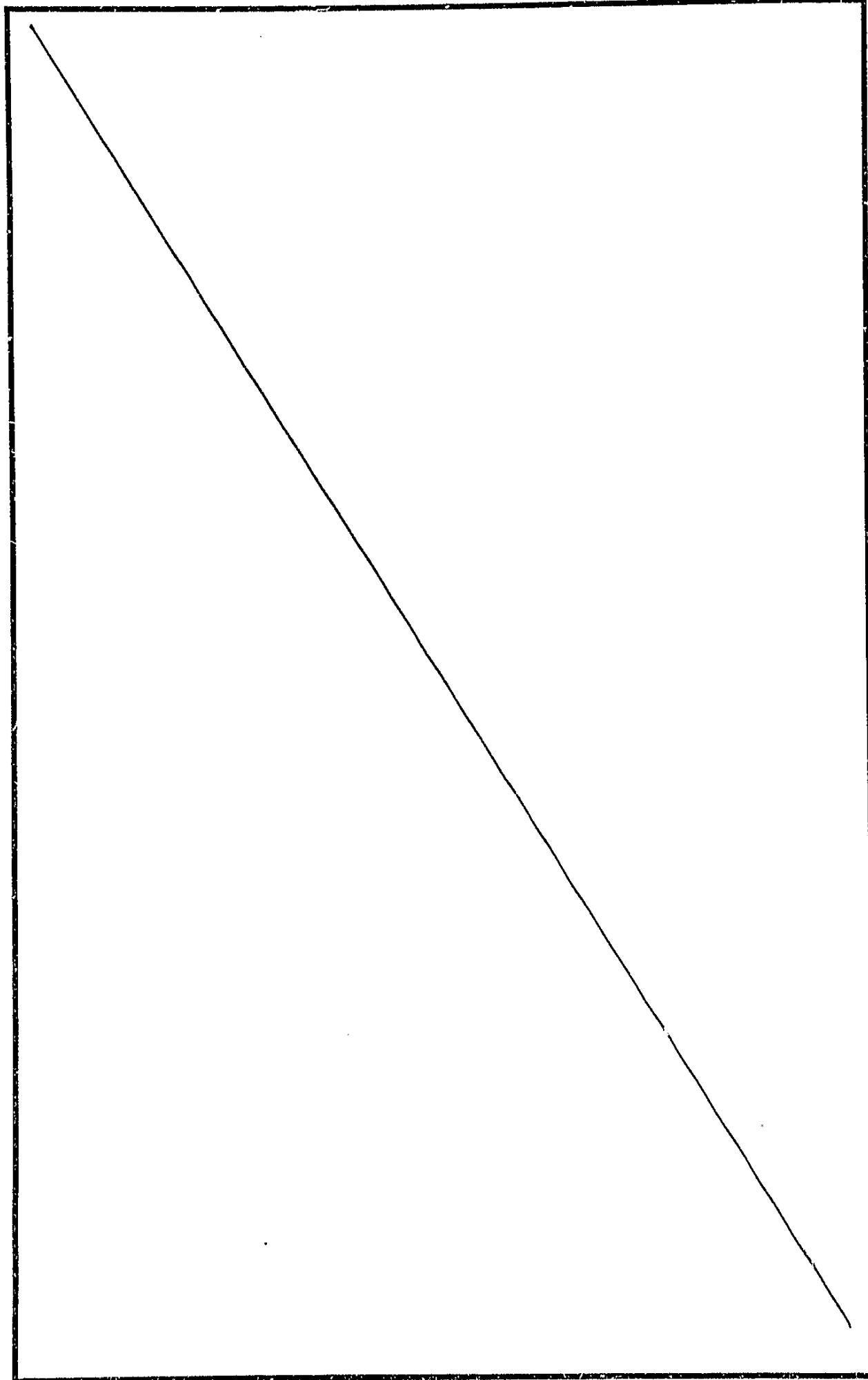
*Delete if
inappropriate

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
write in this
margin

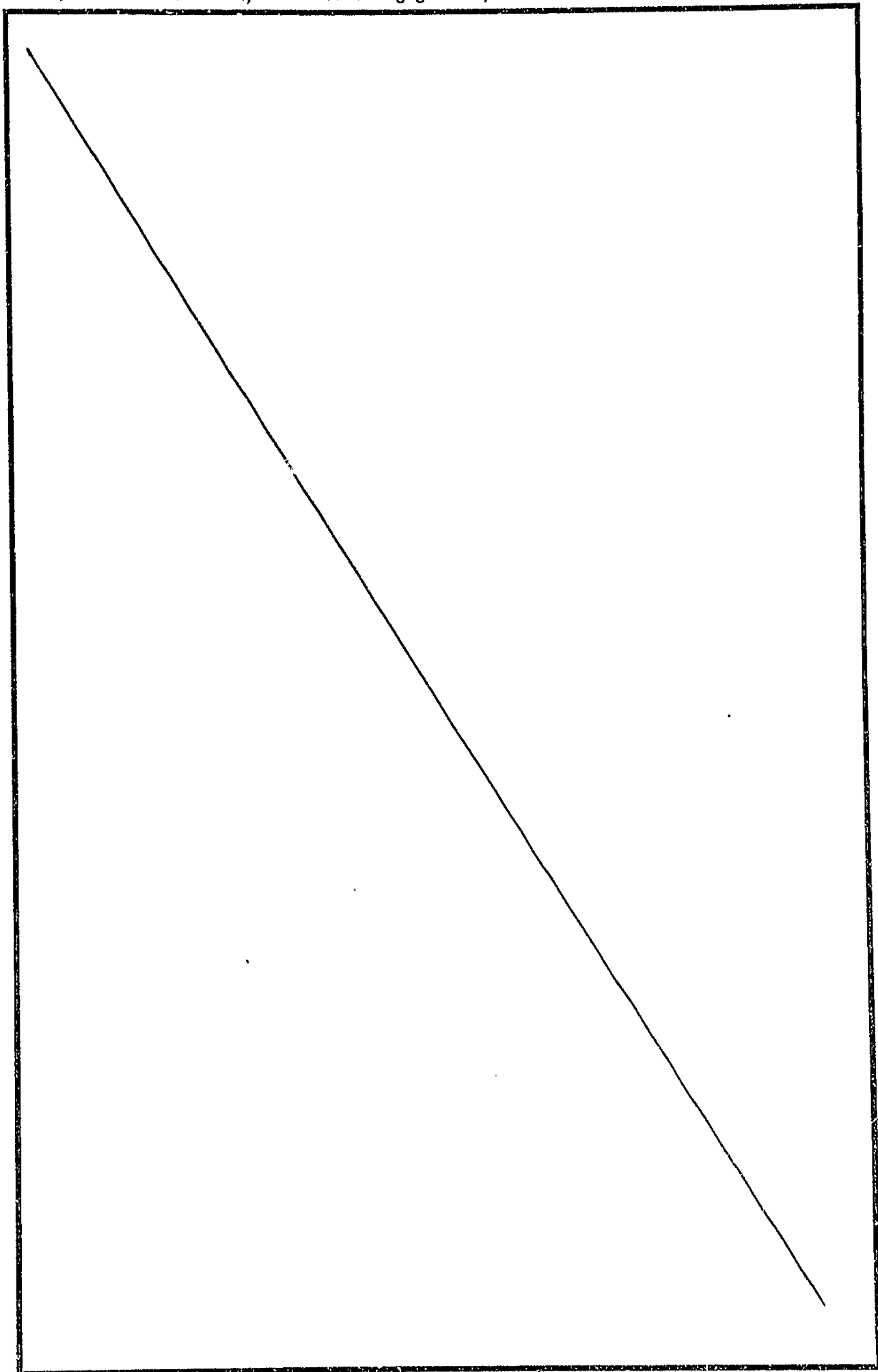
Please complete
legibly, preferably
in black type, or
bold block lettering



Please do not
write in this
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



- (i) in favour of the Mezzanine Lender; or
- (ii) with the prior written consent of the Mezzanine Lender and in accordance with and subject to any conditions which the Mezzanine Lender may attach to such consent,

create, grant, extend or permit to subsist any mortgage or other fixed security or any floating charge on or over the Charged Property or any part thereof (except for this Debenture) or purport to do any of the same. The foregoing prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to the security hereby constituted but also to any mortgages, securities or floating charges which rank or purport to rank either pari passu herewith or subsequently hereto".

SCHEDULE

- (a) All those leasehold premises being the 1st, 2nd and 3rd floors of 71B High Street, Maidenhead, Berkshire for the residue of the term of 15 years from 25 December 1977 created by a lease made 20 February 1978 between Graham Family Settled Estates Limited (1) Jerome Property Maintenance Limited (2).
- (b) All those leasehold premises situate and being on the 1st floor of 130B Wilmslow Road, Handforth, Wilmslow, Cheshire for the residue of a term of 10 years from 24 December 1986 created by a lease made 17 June 1987 between Mercantile General Reinsurance Company Plc (1) and DRG (UK) Limited (2).

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 31st MAY 1990
and created by DRG FLEXIBLE PACKAGING LIMITED

for securing £50,000,000.00 and all other moneys due or to become due from
the Company AND/OR PEMBRIDGE INVESTMENTS LTD to SOCIETE DE BANQUE THOMSON
S.A. under the terms of THE MEZZANINE FACILITY AGREEMENT DATED 2nd
NOVEMBER 1989 AND/OR THIS CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 5th JUNE 1990

Given under my hand at the Companies Registration Office,
Cardiff the 8th JUNE 1990

No. 2456291

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

M. M. WILLIAMS

an authorised officer

C.69

1/c

8/6

LU

M

Please do not
write in
this margin

COMPANIES FORM No. 395**395****Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

M130

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

*Insert full name
of company

To the Registrar of Companies

For official use

Company number



2456291

Name of company

* **DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")**

Date of creation of the charge

31 May 1990

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

A debenture (the "Debenture") dated 31 May 1990 between (1) the Chargor and (2) NIGEL SLATER ASPDIN as liquidator of Deltatheta Limited (the "Liquidator")

Amount secured by the mortgage or charge

All moneys and liabilities in whatever currency which may at the date of the Debenture or at any time thereafter (and whether on or at any time after such demand) be due owing or incurred by the Chargor under the terms of the Deed of Indemnity, whether actual, contingent and whether alone or jointly with others, as principal, guarantor, surety or otherwise, and in whatever name or style and all of which are referred to in the Debenture and in this Form 395 as the "Secured Liabilities".

In this Form 395, the following capitalised items shall have the meanings set out below.

Cont'd

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

Nigel Slater Aspdin, as liquidator of Deltatheta Limited

The Old Rectory,

Kirk Ireton, Derby

Postcode

DE4 4LE

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

**S. J. BERWIN & CO
236 GRAY'S INN ROAD
LONDON WC1X 8LB**

Ref 90/209/0851b/P4131.1

Time critical reference

For official use
Mortgage section

REGISTERED

13 JUN 1990

Post room



Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

The Chargor as beneficial owner:

- (i) charges by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) to the Liquidator all estates and other interests in freehold leasehold or other immovable property wheresoever situate at the date of the Debenture or thereafter belonging to the Chargor and all buildings trade and other fixtures fixed plant and machinery from time to time on any such freehold leasehold or other immoveable property;
- (ii) charges to the Liquidator by way of specific equitable charge all estates or interests in any freehold or leasehold property (except any such property referred to in (i) above) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such property at the date of the Debenture or at any time during the continuance of the security constituted by the Debenture belonging to the Chargor;

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

Cont'd

Particulars as to commission allowance or discount (note 3)

Nil

Signed

J. J. Beveridge & Co

Date

11 June 1990

On behalf of [company] [mortgagee/chargee]*

*Delete as
appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition
5 89 F8728
5010503

Companies M395

Please do not
write in this
margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

2456291

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

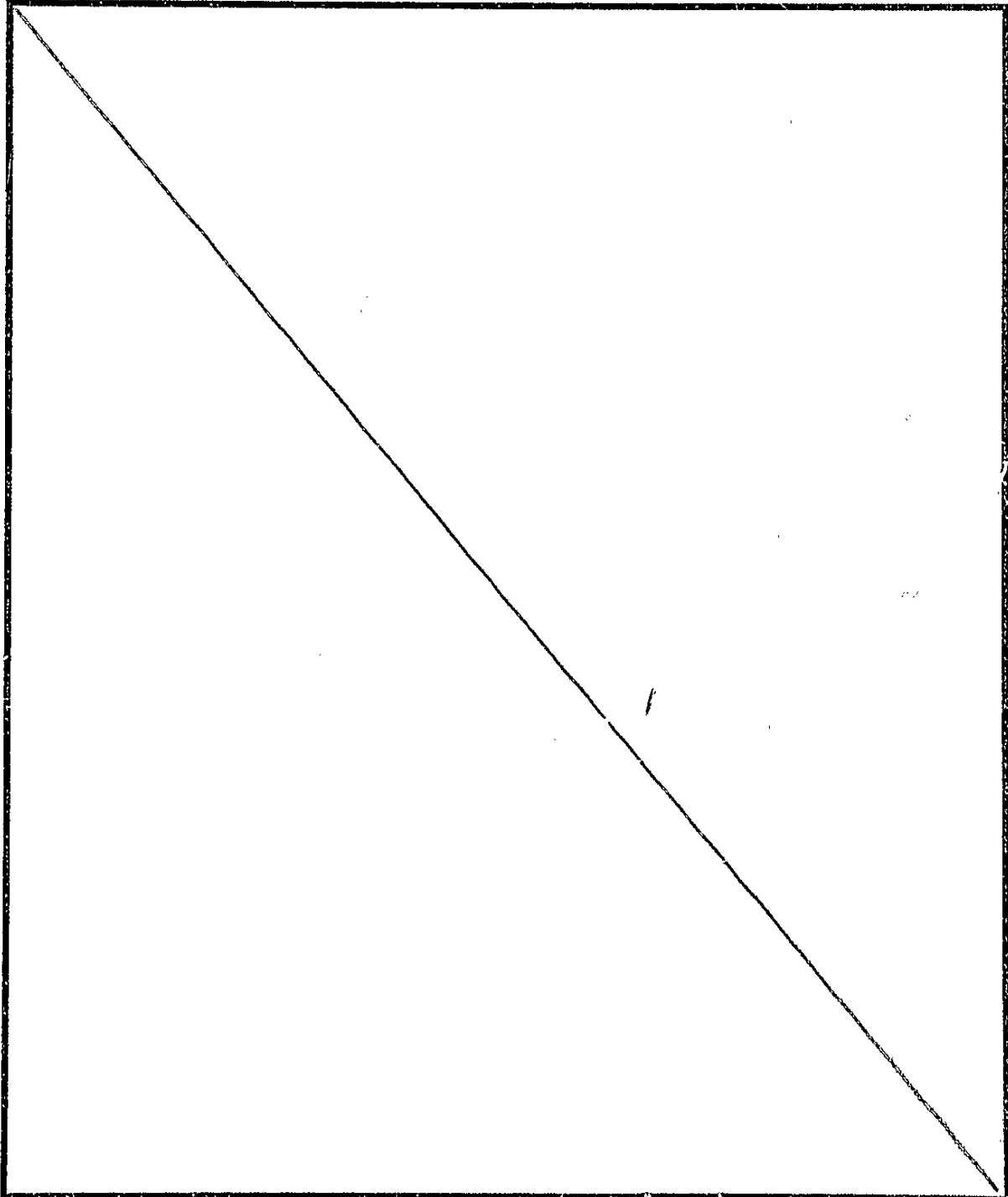
Name of company

DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")

Limited*

*Delete if
inappropriate

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



"Deed of Indemnity" means the deed (as the same may from time to time be amended, varied, cancelled, supplemented or novated) dated 26 February 1990 between Pembridge and the Liquidator;

"Group" means Pembridge and the Subsidiaries;

"Pembridge" means Pembridge Investments Ltd;

"Permitted Encumbrance(s)" has the same meaning as in the Senior Security;

"Senior Agent" means Citicorp Investment Bank Limited, as agent for the Senior Lenders and the Second Senior Lenders;

"Senior Banks" means together the Senior Lenders and the Second Senior Lenders, and "Senior Bank" means any one of them;

"Senior Facility Agreement" means together the Facility Agreement dated 25 September 1989 and made between (i) Citibank, N.A., as arranger, original Senior Lender, original Second Senior Lender and Security Agent, (ii) the Senior Agent and (iii) Pembridge, as amended by a supplemental agreement dated 2 November 1989, as amended or supplemented from time to time;

"Senior Lenders" and "Second Senior Lender" have the same meaning as in the Senior Facility Agreement;

"Senior Loan" means the principal amount from time to time advanced and outstanding under the Senior Facility Agreement;

"Senior Security" means the Debenture of 20 March 1990 between the Chargor and the Senior Security Agent and any further or other security (including any guarantee or indemnity) which may have been or may be granted in favour of the Senior Security Agent on behalf of the Senior Banks to secure the Senior Loan or any part thereof and any collateral, additional or substituted security which the Senior Security Agent on behalf of the Senior Banks may obtain from any member of the Group or otherwise on account of the Senior Loan or any part thereof;

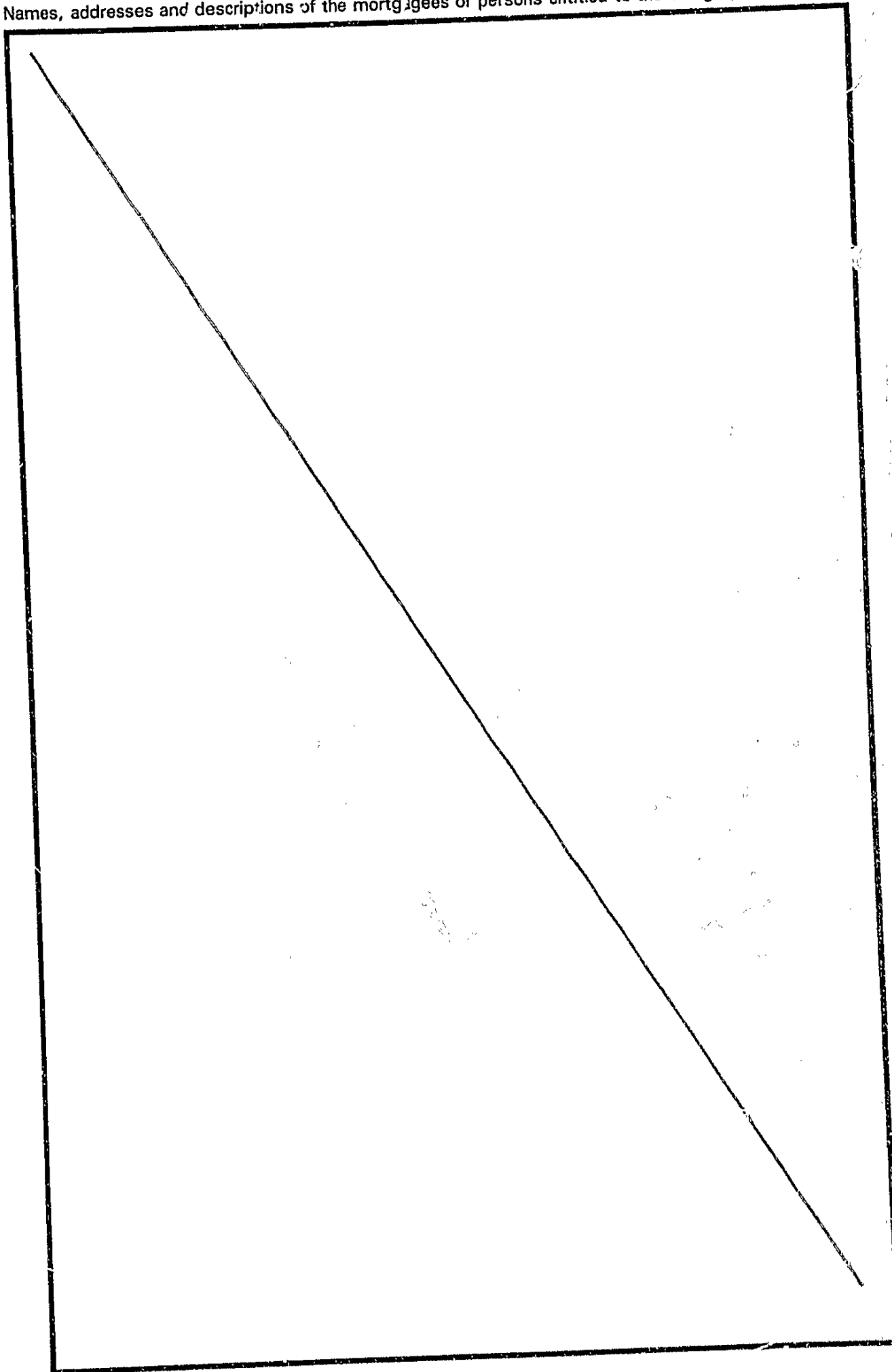
"Senior Security Agent" means the "Security Agent" as that term is defined in the Senior Security;

"Subsidiaries" has the same meaning as in the Deed of Indemnity.

Please do not
write in this
margin

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

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



Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
margin

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

- (iii) charges to the Liquidator by way of specific charge all book and other debts and monetary claims at the date of the Debenture or at any time thereafter due or owing to the Chargor, together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce any such debts or claims;
- (iv) charges to the Liquidator by way of specific charge all stocks shares or other securities at the date of the Debenture or at any time during the continuance of the security constituted by the Debenture belonging to the Chargor together with all dividends or other rights relating thereto;
- (v) charges to the Liquidator by way of specific charge all copyrights patents inventions and fees, royalties and other rights of every kind deriving from copyrights patents or inventions at the date of the Debenture or at any time thereafter belonging to the Chargor ("the intellectual property");
- (vi) assigns by way of assignment to the Liquidator the Chargor's goodwill subject to redemption on discharge of the Secured Liabilities and of charges its uncalled capital at the date of the Debenture or at any time thereafter in existence and future calls (whether made by the directors of the Chargor or by a Receiver appointed under the Debenture or a liquidator);
- (vii) charges to the Liquidator by way of specific charge all plant and machinery at the date of the Debenture or at any time thereafter belonging to the Chargor (excluding however plant and machinery for the time being forming part of the Chargor's stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within (i) above);
- (viii) charges to the Liquidator by way of specific charge all chattels at the date of the Debenture or at any time thereafter hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of such contract; and
- (ix) charges to the Liquidator by way of floating security the Chargor's undertaking and all the Chargor's property, assets and rights whatsoever and wheresoever, present or future, which are not charged or are not effectively charged under (i) - (viii) above.

The property described in (i) - (ix) above is in the Debenture and in this Form 395 (severally) referred to as "the Charged Property".

Cont'd

Please do not
write in this
margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 2
to Forms Nos 395 and 410 (Scot)

Company number

2456291

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

Name of company

DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")

Limited*

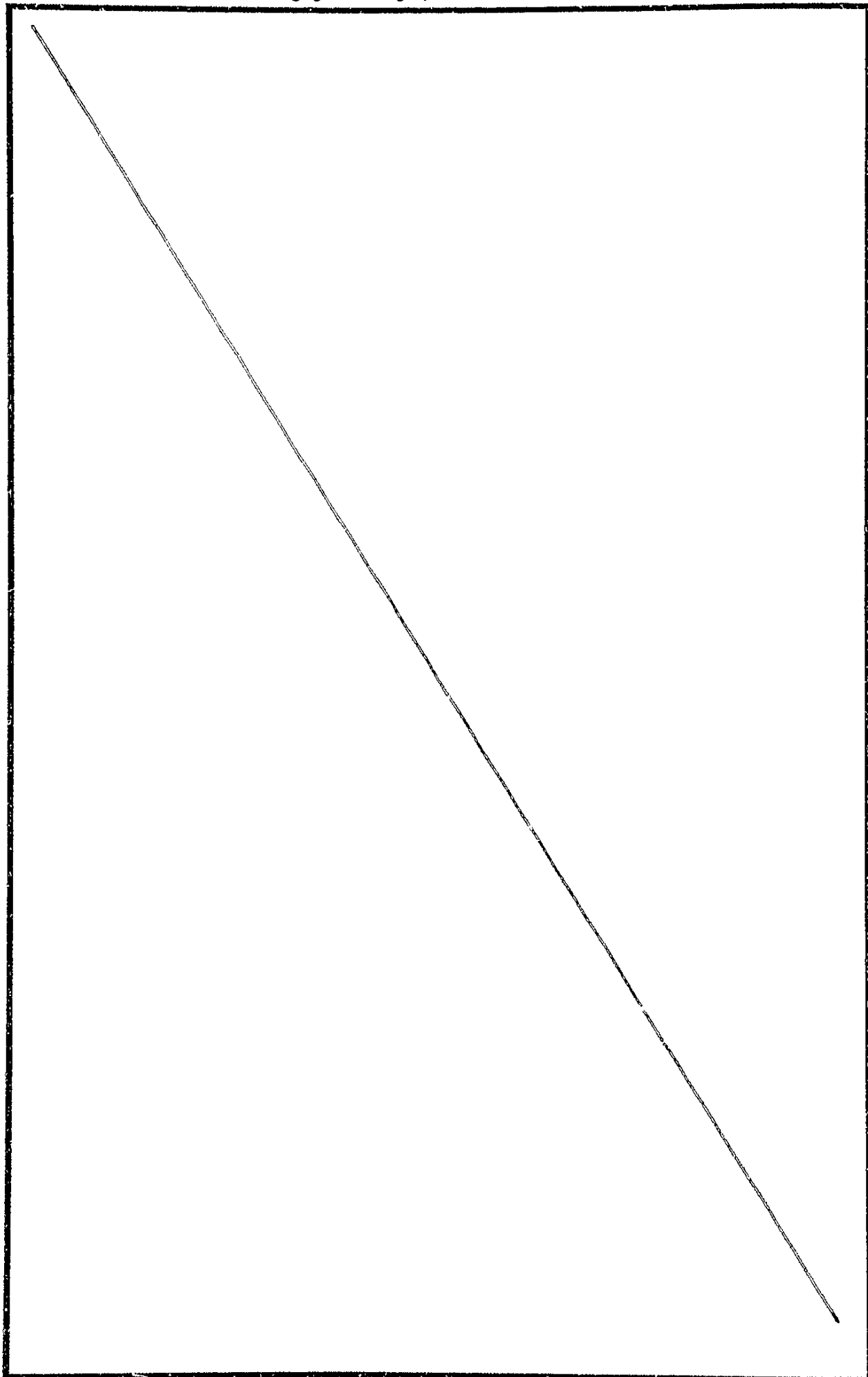
*Delete if
inappropriate

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
write in this
margin

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



Please do not
write in this
margin

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

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

NOTE

Clause 10 of the Debenture states that:

"Save for a Permitted Encumbrance, the Chargor hereby undertakes that at no time during the subsistence of the security hereby constituted will the Chargor otherwise than:-

- (i) in favour of the Liquidator; or
- (ii) with the prior written consent of the Liquidator and in accordance with and subject to any conditions which the Liquidator may attach to such consent,

create, grant, extend or permit to subsist any mortgage or other fixed security or any floating charge on or over the Charged Property or any part thereof (except for this Debenture) or purport to do any of the same. The foregoing prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to the security hereby constituted but also to any mortgages, securities or floating charges which rank or purport to rank either pari passu herewith or subsequently hereto".

SCHEDULE

- (a) All those leasehold premises being the 1st, 2nd and 3rd floors of 71B High Street, Maidenhead, Berkshire for the residue of the term of 15 years from 25 December 1977 created by a lease made 20 February 1978 between Graham Family Settled Estates Limited (1) Jerome Property Maintenance Limited (2).
- (b) All those leasehold premises situate and being on the 1st floor of 130B Wilmslow Road, Handforth, Wilmslow, Cheshire for the residue of a term of 10 years from 24 December 1986 created by a lease made 17 June 1987 between Mercantile General Reinsurance Company Plc (1) and DRG (UK) Limited (2).

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 31st MAY 1990
and created by DRG FLEXIBLE PACKAGING LIMITED

for securing all moneys due or to become due from the Company to NIGEL
SLATER ASPDIN. AS LIQUIDATOR OF DELTATHETA LIMITED UNDER THE TERMS OF THE
DEED OF INDEMNITY DATED 26th FEBRUARY 1990 AND THIS THIS DEBENTURE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 13th JUNE 1990

Given under my hand at the Companies Registration Office,
Cardiff the 18th JUNE 1990

No. 2456291

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

M. M. WILLIAMS

an authorised officer

C.69

12
1991/6
CU

M

COMPANIES FORM No. 403b

403b

Declaration that part of the property or undertaking charged (a) has been released from the charge; (b) no longer forms part of the company's property or undertaking

Please do not write in this margin

Pursuant to section 403(1)(b) of the Companies Act 1985

5810

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

* Insert full name of company

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] []

2456291

Name of company

* DRG FLEXIBLE PACKAGING LIMITED

I, Rory M Cullinan

of 1 Redcliffe Street, Bristol BS99 7QY

† Delete as appropriate

[a director, ~~(the secretary) (the administrator) (the administrative receiver)~~ of the above company, do solemnly and sincerely declare that with respect to the charge described below the part of the property or undertaking described ~~(has been released from the charge) (has ceased to form part of the company's property or undertaking)~~

‡ Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

Date and description of charge 31 May 1990 Debenture

Date of registration 13 June 1990

Name and address of [chargee] ~~(the debenture holder)~~ Nigel Slater Aspdin
of The Old Rectory, Kirk Ireton, Derby DE4 4LE

§ The date of registration may be confirmed from the certificate

Short particulars of property or undertaking released ~~(has been released from the charge) (has ceased to form part of the company's property or undertaking)~~ The Charged Property, fixed and floating charges over the undertaking and all property assets, as defined in the Debenture

¶ Insert brief details of property or undertaking no longer subject to the charge

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 1 Redcliffe Street
Bristol

Declarant to sign below

the 9th day of November

One thousand nine hundred and ninety
before me H. A. Jordan

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

DRG LTD (REF: MSP)
1 REDCLIFFE STREET
BRISTOL BS99 7QY

For official use
Mortgage section

Post room

COMPANY HOUSE
10 NOV 1990



M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M329C

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

To the Registrar of Companies

For official use

Company number



2456291

Name of company

* DRG FLEXIBLE PACKAGING LIMITED
("The Chargor")

* insert full name
of company

Date of creation of the charge

31st December 1990

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

Supplemental Legal Charge dated 31st December 1990 between (1) DRG Flexible Packaging Limited as Chargor and (2) Citibank N.A. as trustee for the beneficiaries as defined therein and in this form 395) (the Security Agent)

Amount secured by the mortgage or charge

All monies and liabilities whether principal, interest or otherwise in whatever currency which may at the date of the Supplemental Legal Charge or at any time thereafter (and whether on or at any time after such demand) be due owing or incurred by the Chargor under the terms of each of the Facility Documents whether actual contingent and whether alone or jointly with others, as principal, guarantor, surety or otherwise, and in whatever name or style and all of which are referred to in the Supplemental Legal Charge and in this Form 395 as the "Secured Liabilities"

In this Form 395, the following capitalised items shall have the meanings set out below.

"Beneficiaries" means the Facility Agent, the Senior Agent, the Senior Lenders, the Second Senior Agent, the Second Senior Lenders and the Security Agent (each a beneficiary")

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

~~Citibank, N.A. as trustee for the Beneficiaries of PO Box 199 Cottons~~
~~Centre Hay's Lane London~~

Postcode

SE1 2QT

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

8/1
Clifford Chance
Blackfriars House
19 New Bridge Street
London EC4V 6BY

Ref: CD/C0828/1359/PG

For official Use
Mortgage Section

REGISTERED

4 JAN 1991

Post room

COMPANIES

4 JAN 1991

HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

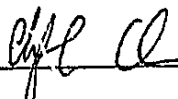
Please complete
legibly, preferably
in black type, or
bold block lettering

1. All those leasehold premises being the 1st, 2nd and 3rd floors of 71B High Street, Maidenhead, Berkshire for the residue of the term of 15 years from 25 December 1977 created by a lease made 20 February 1978 between Graham Family Settled Estates Limited (1) Gerome Property Maintenance Limited (2)

2. All those leasehold premises situate and being on the 1st floor of 130B Wilmslow Road, Handforth, Wilmslow, Cheshire for the residue of a term of 10 years from 24 December 1986 created by a lease made 17 June 1987 between Mercantile General Reinsurance Company PLC (1) and DRG (UK) Limited (2)

Particulars as to commission allowance or discount (note 3)

Signed



Date 2 January 1991

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Page 2

"Accession Deed for the Trust Deed" means a deed substantially in the form set out in the first schedule of the Trust Deed;

"Accession Notice" means a notice in the form set out in the Fifth Schedule to the Facility Agreement;

"Advance" means, save as otherwise provided in the Facility Agreement, an advance (as from time to time reduced by repayment) made or to be made by the Senior Lenders or, as the case may be, the Second Senior Lenders under the Facility Agreement;

"Alternate Borrower" means each member of the Group (other than Pembridge) (i) which has submitted an Accession Notice to the Facility Agent and (ii) which has received the prior written consent of the Facility Agent (acting on the instructions of an Instructing Group or, in the case of a member of the Group incorporated outside the United Kingdom, the Lenders) to submit an Accession Notice;

"Available Commitment" in relation to a Senior Lender, means such Senior Lender's Available market Purchase Commitment, Available Term Loan Commitment or Available Revolving Credit Commitment and, in relation to a Second Senior Lender, means such Second Senior Lender's Available Second Senior Commitment, as the case may be;

"Available Facility" means the Available Market Purchase Facility, the Available Term Loan Facility, the Available Revolving Credit Facility or the Available Second Senior Facility, as the case may be;

"Available Market Purchase Commitment" in relation to a Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Senior Lender's Market Purchase Commitment less the aggregate of such Senior Lender's portion of each Advance which is outstanding under the Market Purchase Facility;

"Available Market Purchase Facility" means the aggregate amount from time to time of the Available Market Purchase Commitments;

"Available Revolving Credit Commitment" in relation to a Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Senior Lender's Revolving Credit Commitment less the aggregate of such Senior Lender's portion of each Advance which is outstanding under the Revolving Credit Facility;

"Available Revolving Credit Facility" means the aggregate amount from time to time of the Available Revolving Credit Commitments;

"Available Second Senior Commitment" in relation to a Second Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Second Senior Lender's Second Senior Commitment less the aggregate of such Second Senior Lender's portion of each Advance which is outstanding under the Second Senior Facility;

"Available Second Senior Facility" means the aggregate amount from time to time of the Available Second Senior Commitments;

"Available Term Loan Commitment" in relation to a Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Senior Lender's Term Loan Commitment less the aggregate of such Senior Lender's portion of each Advance which is outstanding under the Term Loan Facility;

"Available Term Loan Facility" means the aggregate amount from time to time of the Available Term Loan Commitments;

"Borrower means"

(a) in respect of the Market Purchase Facility, Pembridge;

(b) in respect of the Term Loan Facility, Pembridge;

(c) in respect of the Revolving Credit Facility, Pembridge and any Alternate Borrower; and

(d) in respect of the Second Senior Facility, Pembridge

and "Borrower" means each of Pembridge and each Alternate Borrower;

"Cash Collateral Account" means the account opened or to be opened in the name of Pembridge with such persons as the Facility Agent may require into which certain sums are to be paid to be held as security (inter alia) for the obligations of the Borrowers in respect of the Facilities;

"Cash Collateral Security" means the deposit and charge agreements, in the agreed form, executed or to be executed by Pembridge in order to charge in favour of the Security Agent the Cash Collateral Account and amounts credited to the Cash Collateral Account;

"Commitment" in relation to any Senior lender (in the case of the Senior Facilities) means the amount of its Market Purchase Commitment, Revolving Credit Commitment or (as the case may be) Term Loan Commitment and, in relation to any Second Senior Lender (in the case of the Second Senior Facility), means the amount of its Second Senior Commitment;

"Debentures" means the debentures, in the agreed form, executed or to be executed by each of the Borrowers to secure the Borrowers' obligations under the Facility Agreement;

"Facility" means the Market Purchase Facility, the Revolving Credit Facility, the Term Loan Facility or the Second Senior Facility, as the case may be, and "Facilities" means each of them;

"Facility Agent" means the Senior Agent for so long as any amounts are outstanding under the Senior Facilities and for so long as the Senior Lenders have any obligations whether actual or contingent to make any credit or accommodation available to the Borrowers under the Senior Facilities and on the date such liabilities and obligations have ceased (as certified in writing by the Senior Agent to the Second Senior Agent and the Security Agent) shall mean the Second Senior Agent;

"Facility Agreement" means an agreement (as may from time to time be amended, varied, cancelled, restated, supplemented or novated) dated 25th September, 1989 between (1) Pembridge Investments Ltd, as a Borrower, (2) Citibank, N.A. as Arranger, Original Senior Lender, Original Second Senior Lender and Security Agent and (3) Citicorp Investment Bank Limited as Senior Agent and Second Senior Agent; "Facility Documents" means the Facility Agreement, each Memorandum of Deposit, each Debenture each Principal Company's Guarantee, each Operating Subsidiary's Guarantee, the Cash Collateral Security, each Accession Notice, the Trust Deed, the Intercreditor Agreement, each Accession Deed for the Trust Deed and all other documents executed as security for the obligations of the Borrowers or any guarantor from time to time under the Facility Agreement or under any other of the Facility Documents;

"Group" means Pembridge and its subsidiaries for the time being;

"Instructing Group" means:

(i) for so long as the Senior Agent is the Facility Agent:

(a) before any Advances have been made under the Facility Agreement, one or more of the Senior Lenders whose aggregate Available Commitments amount in aggregate to more than fifty per cent. of the aggregate amount of all of the Available Facilities other than the Second Senior Facility; and

(b) thereafter, one or more of the Senior Lenders to whom in aggregate more than fifty per cent. of the aggregate principal amount for the time being outstanding under the Facilities other than the Second Senior Facility is (or, immediately prior to its repayment, was then) owed; and

(ii) when the Second Senior Agent is the Facility Agent:

(a) before any Advances have been made under the Facility Agreement, one or more of the Second Senior Lenders whose aggregate Available Commitments amount in aggregate to more than fifty per cent. of the aggregate amount of the Second Senior Facility; and

(b) thereafter one or more of the Second Senior Lenders to whom in aggregate more than fifty per cent. of the aggregate principal amount for the time being outstanding under the Second Senior Facility is (or immediately prior to its repayment, was then) owed;

"Intercreditor Agreement" means the Agreement of 2nd November, 1989 made between Citicorp Investment Bank Limited as agent for the Senior Lenders and the Second Senior Lenders, Societe de Banque Thomson S.A. and the Security Agent;

"Lender" means each of the Senior Lenders and the Second Senior Lenders;

"Market Purchase Commitment" in relation to the Original Senior Lender means, save as otherwise provided in the Facility Agreement £213,000,000 and in relation to any other Senior Lender means the amount of Market Purchase Commitment transferred to it in accordance with Clause 37 of the Facility Agreement, in either case less the amount of Market Purchase Commitment transferred by it in accordance with Clause 37 of the Facility Agreement;

"Market Purchase Facility" means the facility referred to in Clause 2.01 of the Facility Agreement;

"Memoranda of Deposit" means the memoranda of deposit, in the agreed form, to be executed by each of the Borrowers, the Principal Companies and each of the owners of the shares in the Operating Subsidiaries in order to secure the Borrowers' obligations under the Facility Agreement and/or any guarantee given by such person in respect thereof;

"Operating Subsidiary" means any subsidiary of Pembridge (other than the Principal Companies), except those companies that have not traded for the past 12 months and whose assets or liabilities are less than 5% of the aggregate assets or, as the case may be, liabilities of the Group;

"Operating Subsidiary's Guarantee" means each guarantee to be executed by each Operating Subsidiary, substantially in the agreed form, guaranteeing the obligations of the Borrowers under the Facility Agreement;

"Original Senior Lender" means Citibank, N.A. in its capacity as the original Senior Lender;

"Original Second Senior Lender" means Citibank, N.A. in its capacity as the original Second Senior Lender;

"Pembridge" means Pembridge Investments Ltd.;

"Permitted Encumbrance" means encumbrance defined as such in the Facility Agreement;

"Principal Company" means each of Target, DRG (UK) Limited and DRG (Overseas) Limited;

"Principal Company's Guarantee" means each guarantee to be executed by each Principal Company, substantially in the agreed form, guaranteeing the obligations of the Borrowers under the Facility Agreement;

"Revolving Credit Commitment" in relation to the Original Senior Lender means, save as otherwise provided in the Facility Agreement £60,000,000 and in relation to any other Senior Lender means the amount of the Revolving Credit Commitment transferred to it in accordance with Clause 37 of the Facility Agreement, in either case less the amount of Revolving Credit Commitment transferred by it in accordance with Clause 37 of the Facility Agreement;

"Revolving Credit Facility" means the facility referred to in Clause 2.03 of the Facility Agreement;

"Second Senior Commitment" in relation to the Original Second Senior Lender means, save as otherwise provided in the Facility Agreement £125,000,000 and in relation to any other Second Senior Lender means the amount of the Second Senior Commitment transferred to it in accordance with Clause 37 of the Facility Agreement, in either case less the amount of the Second Senior Commitment transferred by it in accordance with Clause 37 of the Facility Agreement;

"Senior Agent" means Citicorp Investment Bank Limited in its capacity as agent for the Senior Lenders;

"Second Senior Agent" means Citicorp Investment Bank Limited in its capacity as agent for the Second Senior Lenders;

"Second Senior Facility" means the facility referred to in Clause 2.04 of the Facility Agreement

"Second Senior Lenders" means each of the Original Second Senior Lender and each person to whom the Original Second Senior Lender or a Second Senior Lender has transferred or assigned any right or obligation in accordance with Clause 37 of the Facility Agreement;

"Senior Facilities" means each of the Market Purchase Facility, the Term Loan Facility and the Revolving Credit Facility;

"Senior Lenders" means each of the Original Senior Lender and each person to whom the Original Senior Lender or a Senior Lender has transferred or assigned any right or obligation in accordance with Clause 37 of the Facility Agreement;

"Target" means DRG public limited company (now known as DRG Limited);

"Term Loan Facility" means the facility referred to in Clause 2.02 of the Facility Agreement;

"Trust Deed" means the trust deed dated 25th September, 1989 between (1) the Security Agent, (2) the Senior Agent, (3) the Second Senior Agent, (4) the Original Senior Lender and (5) the Original Second Senior Lender

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 31st DECEMBER 1990
and created by DRG FLEXIBLE PACKAGING LIMITED

for securing all moneys due or to become due from the Company to CITIBANK,
N.A. AS TRUSTEE FOR THE BENEFICIARIES under the terms of THE FACILITY
DOCUMENTS (AS DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 4th JANUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 11th JANUARY 1991

No. 2456291

A handwritten signature in cursive script, appearing to read 'J. J. Williams'.

M. M. WILLIAMS

an authorised officer

C.69

lc
14
10

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

Name of company

*DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")

* Insert full name
of company

Date of creation of the charge

27th March, 1991

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

A debenture (the "Debenture") dated 27th March, 1991 between (1) DRG Flexible Packaging Limited as chargor and (2) Citibank, N.A. as trustee for the Beneficiaries (as defined therein and in this Form 395) (the "Security Agent").

Amount secured by the mortgage or charge

All moneys and liabilities whether principal, interest or otherwise in whatever currency which may at the date of the Debenture or at any time thereafter (and whether on or at any time after such demand) be due owing or incurred by the Chargor under the terms of each of the Facility Documents whether actual contingent and whether alone or jointly with others, as principal, guarantor, surety or otherwise, and in whatever name or style and all of which are referred to in the Debenture and in this Form 395 as the "Secured Liabilities".

In this Form 395, the following capitalised items shall have the meanings set out below.

"Beneficiaries" means the Facility Agent, the Senior Agent, the Senior Lenders, the Second Senior Agent, the Second Senior Lenders and the Security Agent (each a "Beneficiary");

"Accession Deed for the Trust Deed" means a deed substantially in the form set out in the first schedule of the Trust Deed;

"Accession Notice" means a notice in the form set out in the Fifth Schedule to the Facility Agreement;

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

Citibank, N.A. as trustee for the Beneficiaries of (as defined)
P O Box 199, Cottons Centre, Hays Lane, London

Postcode

SE1 2QT

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

Clifford Chance
Roxey House
Aldermanbury Square
London EC2A 7LD
Ref: RHGL/38023540/SGP

For official Use

Mortgage Section

Post room

11 APR 1991



Time critical reference

115 APR 1991

Short particulars of all the property mortgaged or charged

The Chargor as beneficial owner:

- (i) charges by way of fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) to the Security Agent (as trustee for the Beneficiaries) all estates and other interests in freehold leasehold or other immovable property wheresoever situate at the date of the Debenture or thereafter belonging to the Chargor (including without limitation the registered and other land in England and Wales specified or referred to in the Schedule) and all buildings trade and other fixtures and fixed plant and machinery from time to time on any such freehold leasehold or other immoveable property;
- (ii) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific equitable charge all estates or interests in any freehold or leasehold property (except any such property referred to in (i) above) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such property at the date of the Debenture or at any time during the continuance of the security constituted by the Debenture belonging to the Chargor;

Continued/..

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)

None

Signed

Clifford Chance

Date

10th April, 1991

On behalf of ~~[company]~~ mortgaged/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)**

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

Company number

2456291

Name of company

DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")

Limited*

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

--

"Advance" means, save as otherwise provided in the Facility Agreement, an advance (as from time to time reduced by repayment) made or to be made by the Senior Lenders or, as the case may be, the Second Senior Lenders under the Facility Agreement;

"Agents" means the Facility Agent from time to time, the Senior Agent, the Second Senior Agent and the Security Agent;

"Alternate Borrower" means each member of the Group (other than Pembridge) (i) which has submitted an Accession Notice to the Facility Agent and (ii) which has received the prior written consent of the Facility Agent (acting on the instructions of an Instructing Group or, in the case of a member of the Group incorporated outside the United Kingdom, the Lenders) to submit an Accession Notice;

"Available Commitment" in relation to a Senior Lender, means such Senior Lender's Available Market Purchase Commitment, Available Term Loan Commitment or Available Revolving Credit Commitment and, in relation to a Second Senior Lender, means such Second Senior Lender's Available Second Senior Commitment, as the case may be;

"Available Facility" means the Available Market Purchase Facility, the Available Term Loan Facility, the Available Revolving Credit Facility or the Available Second Senior Facility, as the case may be;

"Available Market Purchase Commitment" in relation to a Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Senior Lender's Market Purchase Commitment less the aggregate of such Senior Lender's portion of each Advance which is outstanding under the Market Purchase Facility;

"Available Market Purchase Facility" means the aggregate amount from time to time of the Available Market Purchase Commitments;

"Available Revolving Credit Commitment" in relation to a Senior Lender at any time means, save as otherwise provided in the Facility Agreement and save as reduced and/or cancelled in accordance with the provisions of the Facility Agreement or the Revolving Credit Facility Sublimits Agreement, such Senior Lender's Revolving Credit Commitment less the aggregate of:-

- (i) the aggregate of such Senior Lender's portion of the Original Sterling Amount of each Advance which is outstanding under the Revolving Credit Facility; and
- (ii) such Senior Lender's portion of the Guarantee Exposure;

"Available Revolving Credit Facility" means the aggregate amount from time to time of the Available Revolving Credit Commitments;

"Available Second Senior Commitment" in relation to a Second Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Second Senior Lender's Second Senior Commitment less the aggregate of such Second Senior Lender's portion of each Advance which is outstanding under the Second Senior Facility;

"Available Second Senior Facility" means the aggregate amount from time to time of the Available Second Senior Commitments;

"Available Term Loan Commitment" in relation to a Senior Lender at any time means, save as otherwise provided in the Facility Agreement, such Senior Lender's Term Loan Commitment less the aggregate of such Senior Lender's portion of each Advance which is outstanding under the Term Loan Facility;

"Available Term Loan Facility" means the aggregate amount from time to time of the Available Term Loan Commitments;

"Borrower" means:

- (a) in respect of the Market Purchase Facility, Pembridge;
- (b) in respect of the Term Loan Facility, Pembridge;
- (c) in respect of the Revolving Credit Facility, Pembridge and any Alternate Borrower; and
- (d) in respect of the Second Senior Facility, Pembridge

and "Borrower" means each of Pembridge and each Alternate Borrower;

Cont/d...

- (iii) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific charge all book and other debts and monetary claims at the date of the Debenture or at any time thereafter due or owing to the Chargor, together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce any such debts or claims;
- (iv) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific charge all stocks shares or other securities at the date of the Debenture or at any time during the continuance of the security constituted by the Debenture belonging to the Chargor together with all dividends or other rights relating thereto;
- (v) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific charge all copyrights patents inventions and fees, royalties and other rights of every kind deriving from copyrights patents or inventions at the date of the Debenture or at any time thereafter belonging to the Chargor ("the intellectual property");
- (vi) assigns to the Security Agent (as trustee for the Beneficiaries) the Chargor's goodwill subject to redemption on discharge of the Secured Liabilities and by way of charge its uncalled capital at the date of the Debenture or at any time thereafter in existence and future calls (whether made by the directors of the Chargor or by a Receiver appointed under the Debenture or a liquidator);
- (vii) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific charge all plant and machinery at the date of the Debenture or at any time thereafter belonging to the Chargor (excluding however plant and machinery for the time being forming part of the Chargor's stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within (i) above);
- (viii) charges to the Security Agent (as trustee for the Beneficiaries) by way of specific charge all chattels at the date of the Debenture or at any time thereafter hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of such contract; and
- (ix) charges to the Security Agent (as trustee for the Beneficiaries) by way of floating security the Chargor's undertaking and all the Chargor's property, assets and rights whatsoever and wheresoever, present or future, which are not charged or are not effectively charged under (i) - (viii) above.

The property described in (i) - (ix) above is in the Debenture and in this Form 395 (severally) referred to as "the Charged Property".

Clause 11 of the Debenture states that:

"Save for a Permitted Encumbrance, the Chargor hereby undertakes that at no time during the subsistence of the security hereby constituted will the Chargor otherwise than:-

- (i) in favour of the Security Agent; or
- (ii) with the prior written consent of the Security Agent and in accordance with and subject to any conditions which the Security Agent may attach to such consent,

create, grant, extend or permit to subsist any mortgage or other fixed security or any floating charge on or over the Charged Property or any part thereof (except for this Debenture) or purport to do any of the same. The foregoing prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to the security hereby constituted but also to any mortgages, securities or floating charges which rank or purport to rank either pari passu herewith or subsequently hereto."

Please do not
write in this
binding margin.

Particulars of a mortgage or charge (continued)

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

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

Company number

2456291

Name of company

~~DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")~~

Limited*

*delete if
inappropriate

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

"Cash Collateral Account" means the account opened or to be opened in the name of Pembridge with such persons as the Facility Agent may require into which certain sums are to be paid to be held as security (inter alia) for the obligations of the Borrowers in respect of the Facilities;

"Cash Collateral Security" means the deposit and charge agreements, in the agreed form, executed or to be executed by Pembridge in order to charge in favour of the Security Agent the Cash Collateral Account and amounts credited to the Cash Collateral Account;

"Commitment" in relation to any Senior Lender (in the case of the Senior Facilities) means the amount of its Market Purchase Commitment, Revolving Credit Commitment or (as the case may be) Term Loan Commitment and, in relation to any Second Senior Lender (in the case of the Second Senior Facility), means the amount of its Second Senior Commitment;

"Debentures" means the debentures, in the agreed form, executed or to be executed by each of the Borrowers to secure the Borrowers' obligations under the Facility Agreement;

"Facility" means the Market Purchase Facility, the Revolving Credit Facility, the Term Loan Facility or the Second Senior Facility, as the case may be, and "Facilities" means each of them;

"Facility Agent" means the Senior Agent for so long as any amounts are outstanding under the Senior Facilities and for so long as the Senior Lenders have any obligations whether actual or contingent to make any credit or accommodation available to the Borrowers under the Senior Facilities and on the date such liabilities and obligations have ceased (as certified in writing by the Senior Agent to the Second Senior Agent and the Security Agent) shall mean the Second Senior Agent;

"Facility Agreement" means an agreement (as may from time to time be amended, varied, cancelled, restated, supplemented or novated) dated 25th September, 1989 between (1) Pembridge Investments Ltd. as a Borrower, (2) Citibank, N.A. as Arranger, Original Senior Lender, Original Second Senior Lender and Security Agent and (3) Citicorp Investment Bank Limited as Senior Agent and Second Senior Agent;

"Facility Documents" means the Facility Agreement and any agreement expressed to be supplemental thereto, the Revolving Credit Facility Sublimits Agreement, each Memorandum of Deposit, each Debenture, each Principal Company's Guarantee, each Operating Subsidiary's Guarantee, the Cash Collateral Security, each Accession Notice, the Trust Deed, each Senior Lenders Guarantee, the Intercreditor Agreement, each Accession Deed for the Trust Deed and all other documents executed as security for the obligations of the Borrowers or any guarantor from time to time under the Facility Agreement or under any other of the Facility Documents;

"Group" means Pembridge and its subsidiaries for the time being;

"Guarantee Exposure" means in relation to each Senior Lenders Guarantee the original maximum aggregate actual and contingent liability thereunder of the relevant Senior Lender as specified in the relevant Senior Lenders Guarantee less the aggregate amount of all payments made under the relevant Senior Lenders Guarantee by the relevant Senior Lender in pursuance or proposed pursuance of its obligations thereunder;

"Instructing Group" means:

(i) for so long as the Senior Agent is the Facility Agent:

- (a) before any Advances have been made under the Facility Agreement, one or more of the Senior Lenders whose aggregate Available Commitments amount in aggregate to more than fifty per cent. of the aggregate amount of all of the Available Facilities other than the Second Senior Facility; and
- (b) thereafter, one or more of the Senior Lenders to whom in aggregate more than fifty per cent. of the aggregate principal amount for the time being outstanding under the Facilities other than the Second Senior Facility is (or, immediately prior to its repayment, was then) owed; and

(ii) when the Second Senior Agent is the Facility Agent:

- (a) before any Advances have been made under the Facility Agreement, one or more of the Second Senior Lenders whose aggregate Available Commitments amount in aggregate to more

THE SCHEDULE

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

- (a) All those leasehold premises being the 1st, 2nd and 3rd floors of 71B High Street, Maidenhead, Berkshire for the residue of the term of 15 years from 25.12.1977 created by a lease made 20.02.1978 between Graham Family Settled Estates Limited (1) Gerome Property Maintenance Limited (2).
- (b) All those leasehold premises situate and being on the 1st floor of 130B Wilmslow Road, Handforth, Wilmslow, Cheshire for the residue of a term of 10 years from 24.12.1986 created by a lease made 17.06.1987 between Mercantile General Reinsurance Company Plc (1) and DRG (UK) Limited (2).

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

*delete if inappropriate

2.

2456291

DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")

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

than fifty per cent. of the aggregate amount of the Second Senior Facility; and

- (b) thereafter one or more of the Second Senior Lenders to whom in aggregate more than fifty per cent. of the aggregate principal amount for the time being outstanding under the Second Senior Facility is (or immediately prior to its repayment, was then) owed;

"Intercreditor Agreement" means the Agreement of 2nd November, 1989 made between Citicorp Investment Bank Limited as agent for the Senior Lenders and the Second Senior Lenders, Societe de Banque Thomson S.A. (which has since changed its name to Société de Banque et de Transactions S.A.) and the Security Agent;

"Lender" means each of the Senior Lenders and the Second Senior Lenders;

"Market Purchase Commitment" in relation to the Original Senior Lender means, save as otherwise provided in the Facility Agreement £213,000,000 and in relation to any other Senior Lender means the amount of Market Purchase Commitment transferred to it in accordance with Clause 37 of the Facility Agreement, in either case less the amount of Market Purchase Commitment transferred by it in accordance with Clause 37 of the Facility Agreement;

"Market Purchase Facility" means the facility referred to in Clause 2.01 of the Facility Agreement;

"Memoranda of Deposit" means the memoranda of deposit, in the agreed form, to be executed by each of the Borrowers, the Principal Companies and each of the owners of the shares in the Operating Subsidiaries in order to secure the Borrowers' obligations under the Facility Agreement and/or any guarantee given by such person in respect thereof;

"Operating Subsidiary" means any subsidiary of Pembridge (other than the Principal Companies), except those companies that have not traded for the past 12 months and whose assets or liabilities are less than 5% of the aggregate assets or, as the case may be, liabilities of the Group;

"Operating Subsidiary's Guarantee" means each guarantee to be executed by each Operating Subsidiary, substantially in the agreed form, guaranteeing the obligations of the Borrowers under the Facility Agreement;

"Original Senior Lender" means Citibank, N.A. in its capacity as the original Senior Lender;

"Original Second Senior Lender" means Citibank, N.A. in its capacity as the original Second Senior Lender;

"Pembridge" means Pembridge Investments Ltd.;

"Permitted Encumbrance" means any encumbrance defined as such in the Facility Agreement;

"Principal Company" means each of Target, DRG (UK) Limited and DRG (Overseas) Limited;

"Principal Company's Guarantee" means each guarantee to be executed by each Principal Company, substantially in the agreed form, guaranteeing the obligations of the Borrowers under the Facility Agreement;

"Revolving Credit Commitment" in relation to the Original Senior Lender means, save as otherwise provided in the Facility Agreement and save as reduced and/or cancelled in accordance with the provisions of the Revolving Credit Facility Sublimits Agreement £184,500,000 and in relation to any other Senior Lender means the amount of Revolving Credit Commitment transferred to it in accordance with Clause 37 of the Facility Agreement, in either case less the amount of Revolving Credit Commitment transferred by it in accordance with Clause 37 of the Facility Agreement;

"Revolving Credit Facility" means the facility referred to in Clause 2.03 of the Facility Agreement;

"Revolving Credit Facility Sublimits Agreement" means the Agreement so entitled between Pembridge, the Arranger, the Lenders and the Agents relating to the allocation of certain sublimits for the Revolving Credit Facility;

Cont/d...

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

Please do not
write in this
binding margin

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

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

Company number

2456291

Name of company

DRG FLEXIBLE PACKAGING LIMITED (the "Chargor")

Limited*

*delete if
inappropriate

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

"Second Senior Commitment" in relation to the Original Second Senior Lender means, save as otherwise provided in the Facility Agreement £125,000,000 and in relation to any other Second Senior Lender means the amount of the Second Senior Commitment transferred to it in accordance with Clause 37 of the Facility Agreement, in either case less the amount of Second Senior Commitment transferred by it in accordance with Clause 37 of the Facility Agreement;

Continued/....

"Senior Agent" means Citicorp Investment Bank Limited in its capacity as agent for the Senior Lenders;

"Second Senior Agent" means Citicorp Investment Bank Limited in its capacity as agent for the Second Senior Lenders;

"Second Senior Facility" means the facility referred to in Clause 2.04 of the Facility Agreement;

"Senior Lenders" means each of the Original Second Senior Lender and each person to whom the Original Second Senior Lender or a Second Senior Lender has transferred or assigned any right or obligation in accordance with Clause 37 of the Facility Agreement;

"Senior Lenders Guarantee" means each guarantee issued or to be issued from time to time by the Senior Lenders pursuant to the provisions of Clause 8 of the Facility Agreement in such form as may be consented to by the Senior Lenders (such consent not to be unreasonably withheld);

"Senior Facilities" means each of the Market Purchase Facility, the Term Loan Facility and the Revolving Credit Facility;

"Senior Lenders" means each of the Original Senior Lender and each person to whom the Original Senior Lender or a Senior Lender has transferred or assigned any right or obligation in accordance with Clause 37 of the Facility Agreement;

"Target" means DRG Limited, formerly known as DRG public limited company;

"Term Loan Facility" means the facility referred to in Clause 2.02 of the Facility Agreement;

"Trust Deed" means the trust deed dated 25th September, 1989 between (1) the Security Agent, (2) the Senior Agent, (3) the Second Senior Agent, (4) the Original Senior Lender and (5) the Original Second Senior Lender.

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

RHGL09\$1.15

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 27th MARCH 1991
and created by DRG FLEXIBLE PACKAGING LIMITED

for securing all moneys due or to become due from the Company to CITIBANK
N.A. AS TRUSTEE FOR THE BENEFICIARIES (AS DEFINED) under the terms of THE
FACILITY DOCUMENTS (AS DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th APRIL 1991

Given under my hand at the Companies Registration Office,
Cardiff the 18th APRIL 1991

No. 2456291

LC 17/4 ST

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

M. M. WILLIAMS

an authorised officer

C.69

M

COMPANIES FORM No. 403a

403a**Declaration of satisfaction
in full or in part
of mortgage or charge**Please do not
write in
this margin

Pursuant to section 403(1) 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

2456291

9

* Insert full name
of company

Name of company

• DRG Flexible Packaging Limited

† Delete as
appropriateI, IAN GUY HANDLEY ASHKEN
of 1 REDCLIFFE STREET BRISTOL 1(a director) ~~the secretary~~ ~~the administrator~~ ~~the administrative receiver~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~[part]~~†‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge eg
'Mortgage',
'Charge',
'Debenture' etc.Date and Description of charge† 31 May 1990 DebentureDate of Registration† 13 June 1990Name and address of [chargee][trustee for the debenture holders] Nigel Slater Aspdin as
liquidator of Deltatheta Limited of The Old Rectory, Kirk Ireton, Derby
~~DE4 4LE~~§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged the undertaking and all property and assets
present and future including goodwill, bookdebts, uncalled capital, buildings
fixtures, fixed plant and machinery¶ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.Declared at 1 Redcliff Street
Bristol

Declarant to sign below

the 3rd day of February
one thousand nine hundred and ninety two
before me H. A. JordanA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPresentor's name, address and
reference (if any):DRG (REF: MSP)
1 REDCLIFFE STREET
BRISTOL
BS99 7QY
Ref: 183/230/P4131-0/10

For official use

REGISTERED

5 FEB 1992

Post room

COMM. CHARGE

05 FEB 1992

Oyez The Stationers' Law Society, Oyez House, 7 Spa Road, London SE10 3DG

Companies M403a

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

S15

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

To the Registrar of Companies

For official use

Company number

* Insert full name
of company

Name of company

DRG FLEXIBLE PACKAGING LIMITED

† Delete as
appropriate

I, Martin Franklin
of 1 Redcliffe Street, Bristol BS99 7QY

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~[part]~~ ‡

Date and Description of charge 20.3.90 DebentureDate of Registration 6.4.90Name and address of [chargee] ~~[trustee for the debenture holders]~~ Citibank N.A. as trustee
for the Beneficiaries of P O Box 199, Cottons Centre, Hay's Lane, London

§ The date of
registration may
be confirmed
from the
certificate

SE1 2QT

Short particulars of property charged undertaking and all property and assets present
and future including goodwill, bookdebts, uncalled capital, buildings,
fixtures, fixed plant and machinery

¶ Insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 151 Brompton Road,
London SW3

Declarant to sign below

the 27 day of March
one thousand nine hundred and ninety-two
before me

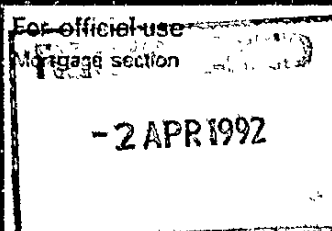
A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Peter C. H. H. H. H.
P. C. H. H. H. H.
Solicitor

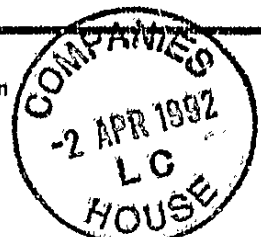
Presentor's name, address and
reference (if any):

S J BERWIN & CO
235 STAY GUN ROAD
LONDON WC1X 0RB

Ref: 183/230/P4131.9



Post room



M

COMPANIES FORM No. 403a

403a**Declaration of satisfaction
in full or in part
of mortgage or charge**

S17

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

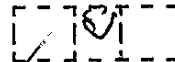
Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

To the Registrar of Companies

For official use

Company number

(2)



2456291 5

Name of company

* DRG FLEXIBLE PACKAGING LIMITED

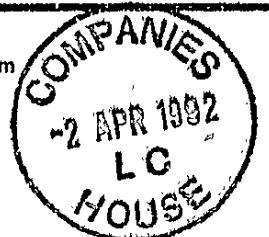
I, Martin Franklin
of 1 Redcliffe Street, Bristol BS99 7QY† Delete as
appropriate[a director] [~~the secretary~~] [~~the administrator~~] [~~the administrative receiver~~]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†† Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.Date and Description of charge† 31.5.90 DebentureDate of Registration† 5.6.90Name and address of [chargee] [~~trustee for the debenture holders~~] SBT-BATIF (formerly known
as Societe de Banque Thomson S.A.) of 34-36 Avenue de Friedland, Paris,
France F.75008§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged Undertaking and all property and assets
present and future including goodwill, bookdebts, uncalled capital, buildings,
fixtures, fixed plant and machinery⊗ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.Declared at 155 Brompton Road,
London SW3

Declarant to sign below

ad vancthe 27 day of March
one thousand nine hundred and ninety-two
before meP.C. Haubleton
SolicitorPresentor's name, address and
reference (if any):S J DEWITT & CO
220 CHANCERY LANE
LONDON WC2A 1PLFor official use
Mortgage section

- 2 APR 1992

Post room



Ref: 183/230/P4131.9

OYEZ The Solicitors Law Stationery Society Ltd, Oyez House, 75 Spa Road, London SE16 8DD

Companies M403a

99911-1
99911-2
99911-3
99911-4
99911-5
99911-6
99911-7
99911-8
99911-9
99911-10
99911-11
99911-12
99911-13
99911-14
99911-15
99911-16
99911-17
99911-18
99911-19
99911-20
99911-21
99911-22
99911-23
99911-24
99911-25
99911-26
99911-27
99911-28
99911-29
99911-30
99911-31
99911-32
99911-33
99911-34
99911-35
99911-36
99911-37
99911-38
99911-39
99911-40
99911-41
99911-42
99911-43
99911-44
99911-45
99911-46
99911-47
99911-48
99911-49
99911-50
99911-51
99911-52
99911-53
99911-54
99911-55
99911-56
99911-57
99911-58
99911-59
99911-60
99911-61
99911-62
99911-63
99911-64
99911-65
99911-66
99911-67
99911-68
99911-69
99911-70
99911-71
99911-72
99911-73
99911-74
99911-75
99911-76
99911-77
99911-78
99911-79
99911-80
99911-81
99911-82
99911-83
99911-84
99911-85
99911-86
99911-87
99911-88
99911-89
99911-90
99911-91
99911-92
99911-93
99911-94
99911-95
99911-96
99911-97
99911-98
99911-99
99911-100

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

S14

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

* Insert full name
of company

To the Registrar of Companies

For official use

Company number

2456291

S

Name of company

DRG FLEXIBLE PACKAGING LIMITED

I, Martin Franklinof 1 Redcliffe Street, Bristol BS99 7QY

† Delete as
appropriate

[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in ~~[full]~~ [part]†

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge† 31.12.90 Supplemental Legal ChargeDate of Registration‡ 4.1.90

Name and address of [chargee] ~~[trustee for the debenture holders]~~ Citibank N.A. as trustee
for the Beneficiaries of P O Box 199, Cottons Centre, Hay's Lane, London
SE1 2QT

§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged (1) Leasehold premises being the 1st, 2nd and
3rd floors of 71B High Street, Maidenhead, Berks, (2) Leasehold premises
being the 1st floor of 130B Wilmslow Road, Hordford, Wilmslow, Cheshire
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the

provisions of the Statutory Declarations Act 1835.

¶ Insert brief
details of
property

Declared at 155 Brompton Road,
London SW3

Declarant to sign below

the 27 day of March
one thousand nine hundred and ninety-two
before me

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

RobertPeter C
P C Hambleton
Solicitor

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

S J BERWIN & CO
236 GRAY'S INN ROAD
LONDON WC1X 8HB

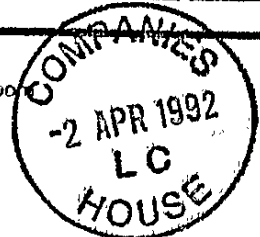
Ref: 183/230/P4131.9

For official use

Mortgage section

- 2 APR 1992

Post room



M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

S16

Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

To the Registrar of Companies

For official use

Company number

2456291

G

Name of company

* DRG FLEXIBLE PACKAGING LIMITED

I, Martin Franklin
of 1 Redcliffe Street, Bristol BS99 7QY† Delete as
appropriate

[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~[part]~~†

† Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.Date and Description of charge 27.3.91 DebentureDate of Registration 11.4.91Name and address of [chargee] ~~[trustee for the debenture holders]~~ Citibank N.A. as trustee
for the Beneficiaries of P O Box 199, Cottons Centre, Hay's Lane, London SE1
2QT§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged undertaking and all property and assets present
and future including goodwill, bookdebts, uncalled capital, buildings, fixtures
fixed plant and machinery

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

¶ Insert brief
details of
propertyDeclared at 155 Brompton Road,
London W1J 3

Declarant to sign below

the 27 day of March
one thousand nine hundred and ninety-two
before me

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

P.C. Hambleton
Solicitor

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

3/4
S J BERWIN & CO
230 GRAY'S INN ROAD
LONDON WC1X 8HZ
Ref: 183/230/P4131.9

For official use
Mortgage section

-2 APR 1992

Post room

