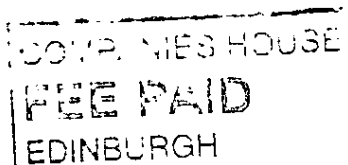


MG01s

Particulars of a charge created by a company registered in Scotland



A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **What this form is for**

You may use this form to register
particulars of a charge created by a
Scottish company.

☐ **What this form is NOT for**

You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. To
this, please use form MG01.

WEDNESDAY



SCT 13/04/2011 6
COMPANIES HOUSE

1 Company details		<div>For official use 2</div> <div>→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *</div>
Company number	S C 2 9 3 1 4 5	
Company name in full	Eagle Envelopes Limited (the "Company")	
2 Date of creation of charge		
Date of creation	d 3 d 0 m 0 m 3 y 2 y 0 y 1 y 1	
3 Description		
Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc.		
Description	Floating Charge	
4 Amount secured		
Please give us details of the amount secured by the charge.		
Amount secured	See 1 in Addendum	
		Continuation page Please use a continuation page if you need to enter more details.

MG01s

Particulars of a charge created by a company registered in Scotland

5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name Fortis Commercial Finance Limited ("Fortis")

Address Westcombe House, 2-4 Mount Ephraim, Tunbridge Wells, Kent

Postcode T N 4 8 A S

Name

Address

Postcode

Continuation page

Please use a continuation page if you need to enter more details.

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars All the Company's undertaking, assets and rights whatsoever and wheresoever both present and future including without prejudice to the generality the Company's stock in trade and uncalled capital for the time being ("Property").

7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision o

Except as otherwise provided by the Floating Charge or as may be agreed otherwise following the date of the Floating Charge, the Floating Charge shall rank in priority to any fixed security as defined in Section 70 of the Insolvency Act 1986 as may be amended from time to time and any other floating charge, being a fixed security or floating charge which shall have been created by the Company after the date of the Floating Charge.

Without the previous consent in writing of Fortis the Company shall not be entitled or at liberty to create or grant any such fixed security or floating charge or any other security, mortgage or charge affecting the Property or any part thereof, heritable or moveable, or to sell, dispose of or deal with, otherwise than in the ordinary course of our business and for the purpose of carrying on the same, our Debts or securities for money (other than pursuant to the Agreement) or any other part of the Property, heritable or moveable, declaring that the sale or assignation or other disposal of any such Debts or securities in connection with the factoring or discounting thereof (other than pursuant to the Agreement) shall not be deemed to be in the ordinary course of business.

Any such fixed security already subsisting in favour of Fortis or which may at any time hereafter be granted by the Company in favour of Fortis shall rank in priority to the Floating Charge.

"Debts" bears the meaning ascribed to that term in the Agreement.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

Please use a continuation page if you need to enter more details.

MG01s

Particulars of a charge created by a company registered in Scotland

8

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

N/A

9

Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10

Signature[®]

Please sign the form here.

Signature

Signature

X

A. J.

X

Signature

This form must be signed by a person with an interest in the registration of the charge.

MG01s

Particulars of a charge created by a company registered in Scotland



Presenter information

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

Contact name

LEG/VS/PA731 X025

Company name

MORTON FRASER LLP

Address

QUARTERMILE TWO

2 LISTER SQUARE

Post town

EDINBURGH

County/Region

Postcode

E

H

3

9

G

L

Country

SCOTLAND

DX

DX ED119, EDINBURGH

Telephone

0131 247 1000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Addendum

1. All obligations incumbent or which may at any time after the date of execution of the Floating Charge become incumbent on the Company under the Agreement and all sums which may be due or which may at any time after the date of execution of the Floating Charge become due by the Company under the Agreement and all sums and obligations which may be or become due by the Company to Fortis in any other manner or way whatever to Fortis, whether the said obligations or sums become due by the Company solely or jointly with any person or persons or corporation, company, firm or other body, whether as principal or surety and whether actually or contingently, including without prejudice to the foregoing generality, sums and obligations for which the Company is or may become liable to Fortis on any account anywhere operated upon by the Company or by any such other person or with the Company's authority and upon bills, promissory notes, letters of credit, guarantees, indemnities and other documents of any kind together with all interest, discount, commission and charges due or exigible in respect thereof and all costs, charges, expenses and other sums on a full and unlimited indemnity basis howsoever incurred or to be incurred by Fortis including such as are incurred by or through any Receiver, attorney, delegate or substitute (including without limitation the remuneration of any of them) for any of the purposes referred to in the Floating Charge or otherwise howsoever and including all such expenses (whether in respect of litigation or not) incurred or to be incurred in the negotiation, preparation, completion, protection, realisation and enforcement of the Floating Charge or the collection or recovery of any monies from time to time arising under or secured by the Floating Charge.

"Agreement" means the agreement between the Company and Fortis dated 30 March 2011 for the purchase of certain Debts owed or which will come to be owed to the Company by its customers and any agreement made in replacement or variation of it or supplemental to it.

"Receiver" means any one or more persons appointed by Fortis, the courts or otherwise appointed as Receiver or Administrator including any Substitute Receiver or Administrator in terms of the Insolvency Act 1986 as amended from time to time.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 293145

CHARGE NO. 2

I HEREBY CERTIFY THAT A CHARGE CREATED BY EAGLE
ENVELOPES LIMITED

ON 30 MARCH 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF FORTIS COMMERCIAL FINANCE LIMITED

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 13 APRIL 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 14 APRIL 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES