

MR01

Particulars of a charge

103982/13



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record **Do not send the original**



A12 20/02/2015 #50
COMPANIES HOUSE

FRIDAY

1 Company details

Company number 00152473
Company name in full Southernprint (Holdings) Limited

6 For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/07/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name RBS Invoice Finance Limited (as RBSIF)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

None

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X DLA PIPER UK LLP

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Alastair Carruthers

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode

E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



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 instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 152473

Charge code: 0015 2473 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2015 and created by SOUTHERNPRINT (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2015.

Given at Companies House, Cardiff on 27th February 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



I CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 19/02/15

SIGNED DLA PIPER UK LLP
DLA PIPER UK LLP

DATED

17 February

2015

(1) THE COMPANIES NAMED IN THIS DEED AS ORIGINAL CHARGORS

- and -

(2) RBS INVOICE FINANCE LIMITED
as RBSIF

GROUP DEBENTURE

This Debenture is subject to and has the benefit of an Intercreditor Agreement dated on or around the date of this Debenture and made between, amongst others (1) RBS Invoice Finance Limited, (2) Cigala LLP, (3) DM & F Investments Limited, (4) the Original Chargeors (as such term is defined in this Deed) and (5) Walstead Investments Limited as the Parent.

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THIS DEBENTURE is made on

17 February

2015

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED (the "Original Chargors"), and
- (2) RBS INVOICE FINANCE LIMITED whose registered office is at Smith House, PO Box 50, Elmwood Avenue, Feltham, Middlesex TW13 7QH ("RBSIF")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

- (a) terms defined in, or construed for the purposes of, the ABFF (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed), and

- (b) at all times the following terms have the following meanings

"ABFF" means the multi-currency asset based finance facilities agreement dated the same date as this Deed and made between (1) RBSIF, (2) the companies listed in the schedule thereto as original clients and (3) the companies listed in the schedule thereto as original guarantors and (4) Walstead Investments Limited as the parent,

"Accession Deed" means an accession deed substantially in the form set out in schedule 5 (*Form of Accession Deed*),

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4 2 (*Security assignments*),

"Charged Investments" means the Charged Securities and all present and future Securities Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (a) the securities specified in part 3 of schedule 2 (*Details of Security Assets*), and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,

"Chargors" means

- (a) the Original Chargors, and
- (b) any other company which accedes to this Deed pursuant to an Accession Deed,

"Credit Insurance Policy" has the meaning given to it in the ABFF,

"Debenture Security" means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

"Debts" has the meaning given to that term in the ABFF,

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the relevant Secured Obligations in relation to any amount which is not paid on the due date for payment or if none, or RBSIF is unable to determine which rate otherwise applies at the relevant time, the rate which is 4% (four) per cent above The Royal Bank of Scotland PLC's published base rate from time to time;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by RBSIF or by a Receiver;

"Domestic Debt" means any Debt which is not an Export Debt,

"Excluded Proceeds" means all and any monies paid to a Nominated Account which are not the proceeds of Debts and are not the proceeds of a Credit Insurance Policy,

"Export Debt" has the meaning given to that term in the ABFF,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest, including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*),

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*),

"Non-Vesting Debt" means all and any Non-Vesting Domestic Debts and any Non-Vesting Export Debt,

"Non-vesting Domestic Debt" means any Domestic Debt purportedly assigned to RBSIF pursuant to the ABFF but which does not, for any reason, vest absolutely and effectively in RBSIF;

"Non-vesting Export Debt" means any Export Debt purportedly assigned to RBSIF pursuant to the ABFF but which does not, for any reason, vest absolutely and effectively in RBSIF,

"Party" means a party to this Deed,

"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature,

"Plant & Machinery" means all of the fixed and moveable plant and machinery now or in the future belonging to each Chargor or in which each Chargor has an interest as specified in part 2 of schedule 2 (*Details of Security Assets*),

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*), together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Receivables" means (save for the Non-Vesting Debts and Related Rights thereto) all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

"Receiver" means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by RBSIF under this Deed,

"Related Rights" has the meaning given to that term in the ABFF,

"Relevant Contract" means each agreement specified in part 5 of schedule 2 (*Details of Security Assets*) together with each other agreement supplementing or amending or novating or replacing the same,

"Secured Obligations" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to RBSIF by any Chargor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities

of any Chargor to a third party which have been assigned or novated to or otherwise vested in RBSIF and including interest, discount, commission and other lawful charges or expenses which RBSIF may in the course of its business charge or incur in respect of any of those matters or for keeping such Chargor's account, and so that interest shall be computed and compounded according to the usual rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree contained under or in relation to this Deed,

"Secured Parties" means RBSIF and any Receiver or Delegate,

"Securities Rights" means, in relation to any Charged Securities

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed,

"Security Period" means the period beginning on the date of this Deed and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) RBSIF has no further commitment, obligation or liability to any Chargor (including to make any finance credit or other accommodation available to a Chargor),

"Termination Event" has the meaning given to it in the ABFF

1.2 Interpretation

- (a) Unless a contrary indication appears, the provisions of clause 1 2 (*Interpretation*) of the ABFF (other than clause 1 2 6) apply to this Deed as though they were set out in full in this Deed
- (b) Unless a contrary indication appears, any reference in this Deed to
 - (i) the "Chargor", "RBSIF" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
 - (ii) "this Deed", the "ABFF", any other "Finance Document" or any other agreement or instrument is a reference to this Deed, the ABFF, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Chargor or provides for further advances),

- (iii) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Chargor,
- (iv) **"includes"** means includes or including without limitation
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed
 - (i) must be complied with at all times during the Security Period, and
 - (ii) is given by such Chargor for the benefit of RBSIF
- (d) The terms of the other Finance Documents and of any side letters between any of the parties to them in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (e) If RBSIF reasonably considers that an amount paid by a Chargor to it under this Deed or any Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Inconsistency between this Deed and the Intercreditor Agreement

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

1.5 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of RBSIF that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of RBSIF to which that Secured Obligation is due and payable shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

2.2 Default interest

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis
 - (i) at the rate and in the manner agreed in the Finance Document under which such amount is payable, or
 - (ii) (in the absence of such agreement) at the Default Rate. In such case, default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as RBSIF states are appropriate

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made

- (a) in favour of RBSIF,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4. FIXED SECURITY

4.1 Fixed charges

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage
 - (i) the Real Property (if any) specified in part 1 of schedule 2 (*Details of Security Assets*), and
 - (ii) all other Real Property (if any) not charged by clause 4.1(a)(i),
- (b) by way of first fixed charge
 - (i) all other Real Property and all interests in Real Property not charged by clause 4.1(a),
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and

- (iii) the proceeds of sale of all Real Property,
- (c) by way of first fixed charge
 - (i) all Plant & Machinery (if any) (specified in part 2 of schedule 2 (*Details of Security Assets*)), and
 - (ii) all plant and machinery (not charged by clause 4 1(a), 4 1(b) or 4 1(c)(i)) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c)), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of first fixed charge
 - (i) the Charged Securities referred to in part 3 of schedule 2 (*Details of Security Assets*), and
 - (ii) all other Charged Securities not charged by clause 4 1(e)(i),

in each case, together with (A) all Securities Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge
 - (i) the Intellectual Property (if any) specified in part 4 of schedule 2 (*Details of Security Assets*), and
 - (ii) all other Intellectual Property (if any) not charged by clause 4 1(f)(i),
- (g) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets, and
 - (ii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and
- (h) by way of first fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to a Chargor which is a Client under the ABFF,
- (i) by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic Debts,
- (j) by way of first fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to a Chargor which is a Client under the ABFF,

- (k) by way of first fixed charge all Related Rights relating to any Non-Vesting Export Debts;
- (l) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (*Security assignments*), by way of first fixed charge such Assigned Asset such that there is a separate fixed charge on each of the asset classes listed in clauses 4 2(a) and 4 2(c) and on each of the insurances in clauses 4 2(b)(i) and 4 2(b)(ii),
- (m) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor

4.2 Security assignments

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them
- (b) each of the following
 - (i) all Insurances specified in part 6 of schedule 2 (*Details of Security Assets*), and
 - (ii) all other Insurances not assigned by clause 4 2(b)(i),
 and all claims under the Insurances and all proceeds of the Insurances, and
- (c) all other Receivables not assigned under clauses 4 2(a) and 4 2(b) and the Excluded Proceeds

To the extent that any Assigned Asset described in clause 4 2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances

4 3 Notice of assignment and/or charge - immediate notice

Immediately upon execution of this Deed or Accession Deed (as applicable) (and immediately upon the obtaining of any Insurance after the date of this Deed) each Chargor shall, in respect of each of its Insurances and in respect of each Relevant Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Insurance or Relevant Contract, and shall use its reasonable endeavours to procure that each such party executes and delivers to RBSIF an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgement by insurers*) and schedule 3 (*Form of notice to and acknowledgement by party to Relevant Contract*), and

4.4 Assigned Assets

RBSIF is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed

5. FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

RBSIF may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if

- (a) A Termination Event has occurred and is continuing, or
- (b) RBSIF (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

6.2 Small companies

The floating charge created under this Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor

6.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
 - (i) such Chargor creates (or attempts or purports to create) any Security (other than Permitted Security) on or over the relevant Security Asset without the prior written consent of RBSIF, or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or RBSIF receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

6.4 Scottish property

Clause 6.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

6.5 Partial conversion

The giving of a notice by RBSIF pursuant to clause 6.1 (*Conversion by notice*) in relation to any asset or class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of RBSIF to serve similar notices in respect of any other asset or class of assets or of any other right of RBSIF and/or the Secured Parties

7. CONTINUING SECURITY

7.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

7.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which RBSIF and/or any other Secured Party may at any time hold for any Secured Obligation

7.3 Right to enforce

This Deed may be enforced against each or any Chargor without RBSIF and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them

8. LIABILITY OF THE CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. RBSIF is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation

9. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with RBSIF or in which a Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person

10. REPRESENTATIONS

10.1 General

Each Chargor makes the representations and warranties set out in this clause 10 to RBSIF

10.2 Ownership of Security Assets

Each Chargor is the sole legal and beneficial owner of all the Security Assets identified in schedule 2 (*Details of Security Assets*) except in respect of those Charged Securities (if any) which are stated to be held by a nominee for a Chargor, in which case such Chargor is the beneficial owner only of such Charged Securities

10.3 Charged Securities

The Charged Securities listed in part 3 of schedule 2 (*Details of Security Assets*) are fully paid and constitute the entire share capital owned by each Chargor in the relevant company and constitute the entire issued share capital

10.4 Plant & Machinery

In relation to Plant & Machinery, part 2 of schedule 2 (*Details of Security Assets*) identifies all plant and machinery which is beneficially owned by each Chargor at the date of this Deed.

10.5 Real Property

In relation to Real Property, part 1 of schedule 2 (*Details of Security Assets*) identifies all Real Property which is beneficially owned by each Chargor at the date of this Deed

10.6 Time when representations made

- (a) All the representations and warranties in this clause 10 are made by each Original Chargor on the date of this Deed and (except for those in clause 10.3 (*Charged Securities*)) are also deemed to be made by each Chargor
 - (i) on the date of each Utilisation Request and on each Utilisation Date, and
 - (ii) (in the case of a company that accedes to the terms of this Deed pursuant to an Accession Deed) on the day on which it becomes a Chargor
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made

11. UNDERTAKINGS BY THE CHARGORS

11.1 Negative pledge and Disposals

No Chargor shall do or agree to do any of the following without the prior written consent of RBSIF

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by this Deed and except for a Permitted Security, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or Permitted Transaction)

11.2 Access

If a Termination Event is continuing or RBSIF reasonably suspects a Termination Event is continuing or may occur, each Chargor shall permit RBSIF and/or accountants or other professional advisers and contractors of RBSIF free access at all reasonable times and on reasonable notice at the risk and cost of such Chargor to (a) the premises, assets, books, accounts and records of that Chargor and (b) meet and discuss matters with those member of the senior management team as RBSIF may feel appropriate

11.3 Security Assets generally

Each Chargor shall

- (a) notify RBSIF within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to, the Security Assets by any competent authority, and (if required by RBSIF)
 - (i) immediately provide it with a copy of the same, and
 - (ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as RBSIF may require or approve,
- (b) pay all rates, rents, and other outgoings owed by it in respect of the Security Assets,
- (c) comply with
 - (i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation, and
 - (ii) all covenants and obligations affecting any Security Asset (or its manner of use),
- (d) not, except with the prior written consent of RBSIF (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Asset,
- (e) provide RBSIF with all information which it may reasonably request in relation to the Security Assets, and
- (f) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)

11.4 Deposit of documents and notices

Each Chargor shall

- (a) unless RBSIF otherwise confirms in writing (and without prejudice to clause 11.13(a)), deposit with RBSIF
 - (i) all deeds and documents of title relating to the Security Assets, and
 - (ii) all local land charges, land charges and HM Land Registry search certificates and similar documents received by or on behalf of a Chargor,(each of which RBSIF may hold throughout the Security Period), and
- (b) within 3 months of the date of this Deed, to the sight and satisfaction of RBSIF, affix a new, clearly visible and legible notice to each item which constitutes Plant & Machinery, stating that such Plant & Machinery is charged to RBSIF and may not be dealt with in any way without the prior written consent of RBSIF

11.5 Real Property undertakings - acquisitions and notices to the Land Registry

- (a) Each Chargor shall notify RBSIF immediately upon the acquisition of any estate or interest in any freehold or leasehold property
- (b) Each Chargor shall, in respect of any Real Property which is acquired by it after the date of this Deed, the title to which is registered at the Land Registry or the title to which is required to be so registered
 - (i) give HM Land Registry written notice of this Deed, and
 - (ii) procure that notice of this Deed is clearly noted in the register to each such title

11.6 Real Property undertakings - maintenance

- (a) Each Chargor shall maintain all buildings and erections forming part of the Security Assets in a good state of repair
- (b) No Chargor shall, except with the prior written consent of RBSIF
 - (i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),
 - (ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property, or
 - (iii) grant any licence to assign or sub-let any part of the Real Property
- (c) No Chargor shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of RBSIF
- (d) No Chargor shall do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined
- (e) Each Chargor shall permit RBSIF and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it

11.7 Real Property undertakings - title investigation

- (a) Each Chargor shall grant RBSIF on request all facilities within the power of such Chargor to enable RBSIF (or its lawyers) to carry out investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out. Those investigations shall be carried out at the expense of such Chargor

11.8 Plant & Machinery

Each Chargor shall at all times comply with its obligations as to Plant & Machinery contained in the ABFF

11.9 Insurance

- (a) Each Chargor shall at all times comply with its obligations as to insurance contained in the ABFF (and in particular Clause 16.23 (*Insurance*) and paragraph 7 (*Plant & Machinery Insurance Policy*) of schedule 3 (*Plant & Machinery Facility*) to the ABFF. Clauses 11.9(b), 11.9(c), 11.9(d) and 11.9(e) shall not apply to insurances relating to Plant & Machinery

- (b) If at any time a Chargor defaults in

- (i) effecting or keeping up the insurances required under the ABFF, or
(ii) producing any insurance policy or receipt to RBSIF on demand,

RBSIF may (without prejudice to its rights under clause 12 (*Power to remedy*)) take out or renew such policies of insurance in any sum which RBSIF may reasonably think expedient. All monies which are expended by RBSIF in doing so shall be deemed to be properly paid by RBSIF and shall be reimbursed by the relevant Chargor on demand

- (c) Each Chargor shall notify RBSIF if any claim arises or may be made under the Insurances
- (d) Each Chargor shall, subject to the rights of RBSIF under clause 11.9(e), diligently pursue its rights under the Insurances
- (e) In relation to the proceeds of Insurances
- (i) RBSIF shall be loss payee under and have the sole right to settle or sue for any such claim and to give any discharge for insurance monies, and
- (ii) all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied,

in repairing, replacing, restoring or rebuilding the property damaged or destroyed or, after the occurrence of a Termination Event which is continuing, in permanent reduction of the Secured Obligations

11.10 Intellectual Property

Each Chargor will

- (a) preserve and maintain the subsistence and validity of the Intellectual Property,
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property,
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property,
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the rights of a Chargor to use such property, and

- (e) not discontinue the use of the Intellectual Property

11.11 Dealings with and realisation of Receivables

- (a) Each Chargor shall
 - (i) without prejudice to clause 11.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of RBSIF, sell, assign, charge, factor or discount or in any other manner deal with any Receivable,
 - (ii) collect all Receivables promptly in the ordinary course of trading as agent for RBSIF, and
 - (iii) pending such payment, hold all monies so received upon trust for RBSIF
- (b) Each Chargor shall deal with the Receivables (both collected and uncollected) in accordance with any directions given in writing from time to time by RBSIF and, in default of and subject to such directions, in accordance with this Deed
- (c) Each Chargor shall deliver to RBSIF such information as to the amount and nature of its Receivables as RBSIF may from time to time reasonably require (taking into account the requirements of the Finance Documents)

11.12 Dealings with and realisation of Non-Vesting Debts and Excluded Proceeds

- (a) Each Chargor shall
 - (i) only deal with the Non-Vesting Debts and the proceeds thereof as if they had been effectively assigned to RBSIF in accordance with the ABFF, and
 - (ii) without prejudice to clause 11.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of RBSIF, sell, assign, charge, factor or discount or in any other manner deal with
 - (A) any Related Rights, or
 - (B) any Non-Vesting Debts or Excluded Proceeds (other than in accordance with the ABFF).

11.13 Charged Investments - protection of security

- (a) Each Chargor shall, immediately upon execution of this Deed or an Accession Deed (as applicable) (if later), as soon as is practicable after its acquisition of any Charged Securities by way of security for the Secured Obligations
 - (i) deposit with RBSIF (or as RBSIF may direct), all certificates and other documents of title or evidence of ownership to the Charged Securities and their Securities Rights, and
 - (ii) execute and deliver to RBSIF
 - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated), and/or

- (B) such other documents as RBSIF shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Securities Rights (or to pass legal title to any purchaser)
- (b) In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall, immediately upon execution of this Deed or (if later) immediately upon acquisition of an interest in such Charged Investment, deliver to RBSIF duly executed stock notes or other document in the name of RBSIF (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.
- (c) Each Chargor shall
 - (i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in the form RBSIF may require, and
 - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form RBSIF may require
- (d) Each Chargor shall
 - (i) instruct any clearance system to transfer any Charged Investment held by it for such Chargor or its nominee to an account of RBSIF or its nominee with such clearance system, and
 - (ii) take whatever action RBSIF may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system
- (e) Without prejudice to the rest of this clause 11 13, RBSIF may, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments
- (f) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments
- (g) No Chargor shall nominate another person to enjoy or exercise all or any of its specified rights of that Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise
- (h) Without limiting its obligations under clause 11 3(e), each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company or otherwise relating to the Charged Investments and, if it fails to do so, RBSIF may provide such information as it may have on behalf of such Chargor

11 14 Rights in respect of Charged Investments

- (a) Until a Termination Event occurs, each Chargor shall be entitled to
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities, and

- (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which
 - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Securities Rights unless permitted by the *Finance Documents*, or
 - (B) is prejudicial to the interests of RBSIF
- (b) At any time following the occurrence of a Termination Event, RBSIF may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select.
- (c) At any time when any Charged Security is registered in the name of RBSIF or its nominee, RBSIF shall be under no duty to
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee, or
 - (ii) verify that the correct amounts are paid or received, or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Securities Rights in respect of or in substitution for, any such Charged Security

11.15 Relevant Contracts

- (a) No Chargor shall, except with the prior written consent of RBSIF, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract
- (b) Each Chargor shall duly perform its obligations under each Relevant Contract, shall notify RBSIF of any material default by it or any other party under any Relevant Contract and shall not take any action which will reduce or impede recoveries in respect of any Assigned Asset
- (c) Each Chargor shall provide to RBSIF, as soon as practicable upon receipt, copies of all notices and information received by it from any other party to any Relevant Contract

12. POWER TO REMEDY

12.1 Power to remedy

- (a) If at any time a Chargor does not comply with any of its obligations under this Deed, RBSIF (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default.
- (b) The relevant Chargor irrevocably authorises RBSIF and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default

12.2 Mortgagee in possession

The exercise of the powers of RBSIF under this clause 12 (*Power to remedy*) shall not render it liable as a mortgagee in possession

12.3 Monies expended

The relevant Chargor shall pay to RBSIF on demand any monies which are expended by RBSIF in exercising its powers under this clause 12 (*Power to remedy*), together with interest at the Default Rate from the date on which those monies were expended by RBSIF (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*)

13 WHEN SECURITY BECOMES ENFORCEABLE

13.1 When enforceable

This Debenture Security shall become immediately enforceable upon the occurrence of a Termination Event and shall remain so for so long as such Termination Event is continuing

13.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Termination Event and for so long as such Termination Event is continuing

13.3 Enforcement

After this Debenture Security has become enforceable, RBSIF may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit

14. ENFORCEMENT OF SECURITY

14.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security

14.2 Powers of leasing

The statutory powers of leasing conferred on RBSIF are extended so as to authorise RBSIF to lease, make agreements for leases, accept surrenders of leases and grant options as RBSIF may think fit and without the need to comply with section 99 or 100 of the Act

14.3 Powers of RBSIF

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), RBSIF may without further notice (unless required by law)
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets, and/or

- (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor, and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver, and/or
 - (iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them
- (b) RBSIF is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor

14.4 Redemption of prior mortgages

At any time after the Debenture Security has become enforceable, RBSIF may

- (a) redeem any prior Security against any Security Asset, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to RBSIF on demand

14.5 Privileges

- (a) Each Receiver and RBSIF is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) each Receiver and RBSIF shall have the right after the Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (c) For the purpose of clause 14.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or RBSIF reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

14.6 No liability

- (a) Neither RBSIF nor any other Secured Party shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 14.6(a), neither RBSIF nor any other Secured Party shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

14.7 Protection of third parties

No person (including a purchaser) dealing with RBSIF or any Receiver or Delegate will be concerned to enquire

- (a) whether the Secured Obligations have become payable, or
- (b) whether any power which RBSIF or the Receiver is purporting to exercise has become exercisable, or
- (c) how any money paid to RBSIF or to the Receiver is to be applied.

15. RECEIVER

15.1 Removal and replacement

RBSIF may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document)

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and RBSIF (or, failing such agreement, to be fixed by RBSIF)

15.4 Payment by Receiver

Only monies actually paid by a Receiver to RBSIF in relation to the Secured Obligations shall be capable of being applied by RBSIF in discharge of the Secured Obligations

15.5 Agent of Chargors

Any Receiver shall be the agent of the Chargors in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. RBSIF shall

incur no liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

16. POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have

- (a) all the powers which are conferred on RBSIF by clause 14 3 (*Powers of RBSIF*),
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and
- (d) all powers which are conferred by any other law conferring power on receivers

16.2 Additional powers

In addition to the powers referred to in clause 16 1 (*General powers*), a Receiver shall have the following powers

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed,
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit,
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act and without limitation
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor,
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party), and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land),

- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor,
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment),
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as RBSIF shall direct),
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),
- (k) to form one or more Subsidiaries of any Chargor, and to transfer to any such Subsidiary all or any part of the Security Assets,
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease, and
- (m) to
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset,
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets, and
 - (iii) use the name of any Chargor for any of the above purposes

17. APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT

17.1 Application

All monies received by RBSIF or any other Secured Party after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security and subject to the Intercreditor Agreement) be applied in the following order

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by RBSIF or any other Secured Party and of all remuneration due to the Receiver in connection with this Deed or the Security Assets,
- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 17.3 (*Appropriation, Intercreditor Agreement* and suspense account), and

- (c) *thirdly*, in payment of any surplus to any Chargor or other person entitled to it

17.2 Contingencies

If the Debenture Security is enforced at a time when no Secured Obligations are due, RBSIF or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as RBSIF may determine)

17.3 Appropriation, Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 17.1 (*Application*), RBSIF shall apply all payments received in respect of the Secured Obligations in reduction of the Secured Obligations in any order or manner which it may determine
- (b) Any such appropriation shall override any appropriation by any Chargor
- (c) All monies received, recovered or realised by RBSIF under or in connection with this Deed may be credited to a separate interest-bearing suspense account for so long as RBSIF determines (with interest accruing thereon at such rate (if any) as RBSIF may determine without RBSIF having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would clear all Secured Obligations in full)

18. SET-OFF

18.1 Set-off rights

- (a) Each Chargor agrees that any money from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with RBSIF may be retained as cover for and/or applied by RBSIF at any time and without notice to such Chargor (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Obligations or such part of them as RBSIF may select
- (b) If RBSIF exercises any rights in respect of any money as referred to in clause 18.1(a) (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of a Chargor and that liability or any part of it is in a different currency from any credit balance against which RBSIF seeks to exercise its rights, RBSIF may use the currency of the credit balance to purchase an amount in the currency of the liability at RBSIF's spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by RBSIF in connection with that purchase
- (c) RBSIF shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by RBSIF

18.2 Time deposits

Without prejudice to clause 18.1 (*Set-off*), if any time deposit matures on any account which any Chargor has with RBSIF at a time within the Security Period when

- (a) this Debenture Security has become enforceable, and

(b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as RBSIF in its absolute discretion considers appropriate unless RBSIF otherwise agrees in writing

19. DELEGATION

Each of RBSIF and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither RBSIF nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

20. FURTHER ASSURANCES

20.1 Further action

Each Chargor shall, at its own expense, immediately do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as RBSIF or a Receiver may reasonably specify (and in such form as RBSIF or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by this Deed or any other Transaction Security Document, and
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by RBSIF, or any Receiver or any Delegate in respect of any Security Asset, or
- (d) creating and perfecting Security in favour of RBSIF over any property and assets of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Transaction Security Document

This includes

- (i) the re-execution of this Deed or any other Transaction Security Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to RBSIF or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, RBSIF may think expedient

20.2 Finance Documents

Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on RBSIF or the Secured Parties by or pursuant to the Finance Documents

20.3 Specific security

Without prejudice to the generality of clause 20.1 (*Further action*), each Chargor will immediately upon request by RBSIF execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*))

21. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints RBSIF, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*), which such Chargor has failed to take. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22. CURRENCY CONVERSION

All monies received or held by RBSIF or any Receiver under this Deed may be converted from their existing currency into such other currency as RBSIF or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at RBSIF's Spot Rate of Exchange. Each Chargor shall indemnify RBSIF against all costs, charges and expenses incurred in relation to such conversion. Neither RBSIF nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

23. CHANGES TO THE PARTIES

23.1 Chargor

No Chargor may assign any of its rights or obligations under this Deed.

23.2 RBSIF

RBSIF may assign or transfer all or any part of its rights under this Deed. Each Chargor shall, immediately upon being requested to do so by RBSIF and at RBSIF's cost, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

23.3 Accession Deed

Each Chargor

- (a) consents to any new Subsidiaries of the Parent becoming Chargors as contemplated in the Finance Documents, and
- (b) irrevocably authorises the Parent to agree and sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

23.4 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this

Debenture Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party)

- (b) Clause 18 (*Guarantee and indemnity*) of the ABFF applies in relation to this Deed as if references to the obligations referred to in such clause were references to the obligations of each Chargor under this Deed

24. MISCELLANEOUS

24.1 New accounts

- (a) If RBSIF or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee) ceases to continue in force and/or the proceeds of sale of any Security Asset, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to RBSIF or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

24.2 Tacking

- (a) RBSIF shall perform its obligations under the Finance Documents (including any obligation to make available further advances)
- (b) This Deed secures advances already made and further advances to be made

24.3 Land Registry

- (a) Each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of RBSIF) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [♦] 20[♦] in favour of RBS Invoice Finance Limited referred to in the charges register or their conveyancer."

- (b) Each Chargor
 - (i) authorises RBSIF to make any application which RBSIF deems appropriate for the designation of this Deed or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003,
 - (ii) shall use its best endeavours to assist with any such application made by or on behalf of RBSIF, and
 - (iii) shall notify RBSIF in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the

disclosure of this Deed or any other Finance Document following its designation as an exempt information document.

- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document
- (d) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security

25. NOTICES

25.1 ABFF

Subject to clause 25.2 (*Notices through Parent*)

- (a) clause 34 (*Notices*) of the ABFF is incorporated into this Deed as if fully set out in this Deed, and
- (b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the ABFF or this Deed

25.2 Notices through Parent

- (a) All communications and documents from the Chargors shall be sent through the Parent and all communications and documents to the Chargors may be sent through the Parent
- (b) Any communication or document made or delivered to the Parent in accordance with this clause 25 will be deemed to have been made or delivered to each of the Chargors

26. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates

27. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

28. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of RBSIF (or any other Secured Party), any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law

29. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if RBSIF and the Chargors so agree in writing and any breach of this Deed may be waived before or after it occurs only if RBSIF so agrees in writing. A waiver given or consent granted by RBSIF under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

30. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

31. RELEASE

31.1 Release

Upon the expiry of the Security Period (but not otherwise) RBSIF shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

31.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

32. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

33. ENFORCEMENT

33.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This clause 33.1 is for the benefit of RBSIF only. As a result, RBSIF shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, RBSIF may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by the Original Chargors as a deed and duly executed by RBSIF and has been delivered on the first date specified on page 1 of this Deed by the Original Chargors.

SCHEDULE 1: ORIGINAL CHARGORS

Company Name	Company Number	Jurisdiction of incorporation
Walstead Investments Limited	06750402	England and Wales
Walstead Newco3 Limited	06941612	England and Wales
Wyndeham Press Group Limited	00933418	England and Wales
Wyndeham Heron Limited	02586277	England and Wales
Wyndeham Grange Limited	00553857	England and Wales
Rhapsody Limited	01280705	England and Wales
Wyndeham Gait Limited	00326819	England and Wales
Southernprint Limited	01085192	England and Wales
Southernprint (Holdings) Limited	00152473	England and Wales
Wyndeham Roche Limited	00720976	England and Wales
Wyndeham Peterborough Limited	02261988	England and Wales

SCHEDULE 2: DETAILS OF SECURITY ASSETS

Part 1: Real Property

Registered land			
Chargor	Address	Administrative area	Title number
Wyndeham Gait Limited	371 Victoria Street, Grimsby, Lincolnshire DN31 1PH		HS165423
Unregistered land			
None at the date of this Deed			

Part 2: Plant & Machinery

Company	Description of Plant & Machinery
Wyndeham Gait Limited	<u>Print Department</u> Monotype No 7 Boston Stitcher Monotype No 7 Boston Stitcher Monotype No. 7 Boston Stitcher Endoline carton tape sealer with conveyor Soag paper drill Stahl RX52A continuous feeder no 36159-147094 Stahl TX52/4A-52/4-RX folder no 36159-147094 Stahl SAK56 3 stacker delivery no 668258-148109 HPC Plusair AS36 packaged air compressor HPC Plusair TC36 refrigerated air dryer Rednal Pneumatics welded steel vertical air receiver Air filters and pipe connections Rollem perforating machine no B/859/1 (not in use) ERP receiver mounted air compressor Stahl SAK 78 3 delivery unit (not in use) Polar Mohr L-600-W-3 pile lift no 6072206 Stahl folding line comprising RD 78 1 continuous feeder no 98045-255098 KD 78 1/4 - KTL-RD folder no 98045 - 55098 SBP 46 D - MKE D delivery unit with rotary drum stacker no 95002 - 251539 Rochman SLAU 50x50 L-sealer Rochman TR45-9 shrink tunnel Heidelberg Stahlfolder folding line comprising Type PFH-82 sheet delivery no FH HCCO-00278 (2004) Type BCUH-78 folder no FH FNJF 00305 (2004) Delivery Unit with type SPB-86 rotary drum stacker Soag paper drill Challenge MS 5 4-head paper drill no 955307 Challenge MS 5 4-head paper drill Iram 16 4-head paper drill

Company	Description of Plant & Machinery
Wyndeham Gait Limited	<p> Man Roland 700 Series B1 type R704 3B P2/2 4 colour printing press no 32122B (2006) with High-pile sheet stacker Auto plate changer Technotrans ad Grafix Cantronic 3000 powder spray Colour inspection table High-pile sheet take off stackerstacker Main control panels Atlas Copco GA15 FF packaged air compressor and 16 bar welded steel vertical air receiver and pumps POLAR guillotine flowline comprising BAUMANN type NUP650 pile lift no 53 250 BAUMANN BSS-3L automatic jogger table no 212 144 POLAR MOHR 137EMC Monitor paper guillotine no 6041037 with air float table BAUMANN type BA8N bundler and restacker no 1676 Acre Twister 2300 receiver mounted air compressor Muller Martini Prima S saddle stitching line comprising 2 Type 0370 0401A feeders no MMZO 424368 (2001) 6 Type 0370 0401A feeders no MMZO 376732 (2000) Type 1529 0415 cover feeder no NN 5864 20372478 Prima S Saddle Stitching Machine no MMZO 325732, MMEZ 386997 Tape conveyor section Type 0381 0430 three knife trimmer no MMZO 326782 (2000) Practice type 7524 0400 stacker no, MMZO 373256, MMEZ 374814(2000) Outfeed roller ball table Waste paper trim extraction system comprising (outside) Collection ports and ducting from 3 machines Fan in soundproof enclosure Ducting to outside waste compactor HPC Plusair Airtower 19 packaged air compressor Rednal Pneumatics 250 litre vertical air receiver Air filter and pipe connections Endoline box tape sealer with expanding wheel conveyor Rotek model 1500 P (B) E hydraulic pile turner no 1123383 with 1500kg capacity MAN Roland 700 Series type 8702 3B B12-colour printing press 30413 B (2002) with High pile sheet stacker delivery and high pile sheet take off restacker Colour inspection table Main print control console Atlas Copco GA15 FF packaged air compressor Atlas Copco welded steel vertical air receiver 6 Vacuum pumps Billows Protocol treadle operated plate register punch J Greig hand operated paper guillotine McGarry Montage light table 2 BT Highlifter hydraulic pallet trucks Abac Montecarlo LT50 receiver mounted air compressor 2 AI Produkter 1000kg high lift pallet trucks </p> <p> <u>Pre-Press Department</u> 8 Various processors and monitors 2 Servers 3 Apple Mac processors 2 Network cabinets and server cabinet Epson GT2500 Scanner Agfa-Gevaert Agfajet Sherpamatic large format inkjet printer Epson Stylus Pro 9880 large format proofer printer </p>

Company	Description of Plant & Machinery
Wyndeham Gait Limited	<p><u>Warehouse</u> 25 Bays of Link 51M pallet racking Spinny 5140 Advanced rotary pallet stretch wrapper no 002320 (2005) with turntable</p> <p><u>Offices</u> An allowance for Computers, Office Furniture and Equipment throughout</p> <p><u>Additions</u> POLAR 137ED guillotine no 6841 620 (1998) with air float side table KOMORI Lithrone L540SP Super Perfector 5 colour and perfecting sheet fed printing press (2001) PUI Binding line comprising WOHLENBERG Sprinter 7009 16 station PUI binding machine serial number 111 (2000) WOHLENBERG City 4000 PUI binding and gluing station serial number 137 (2000) NORUSON DuvapaiL 8072834 mixing and pumping unit with PLC Control serial number LU07J08515 (2007) WOHLENBERG PBW 7 52/300 slatted take off conveyor serial number 17455/1 (2000) MARTINI FBG20/3625 300-14763mm and 303-12563 double deck conveyor Unknown U shaped conveyor Reject Station WOHLENBERG Trim-Tec451 three knife trimmer serial number 3749-004 (2000) 3 Bays of boltless pallet racking Other items to include sack truck, various tables etc LINDUM EXC-103SD carton sealing machine with extending roller take off table serial number C8051467</p> <p><u>Throughout</u> Sundry loose items to include pallet trucks etc</p>
Wyndeham Limited	<p><u>Grange</u> <u>GP1 Building – Ground Floor and Outside</u> 1 Komori Lithrone 40 L540 5-colour plus coating offset lithographic printing machine, no 2 139 (1999) with Full pile feeder Semi-automatic plate change UV Dryer PQC control console with overhead luminaire Technotrans dampening 1 MAN Roland R700 3B varnishing machine no 31565B (2005) with Full pile feeder Infrared drying with extraction UV drying with cooling and fume extraction Pile delivery Remote control console Pumps in noise abatement housing 1 Heidelberg Speedmaster SM102-8-P5 8-colour sheet-fed offset lithographic printing machine, no 539721 (1997) with Pile feed and delivery</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>Grange</p> <p>Grafix Digitronix 3000 powder spray 2 Heidelberg plate punches Remote control console The central ink supply system with 3 Hydrair pumps Technotrans pump Supply piping to Heidelberg 8-colour press 1 Polar 137 E guillotine paper cutting machine, no 7041518 (2000) with Air float side tables 2 LW 1000-4 pile lifts, no 7072430 and no 7072429 (2000) 1 Atlas Copco GA22VSD 13 bar compressed air centre no AP1422655 (2007) with supply piping 1 Atlas Copco GA11VSD FF 12 8 bar compressed air centre no AP1160329 (2006) with supply piping 1 Atlas-Copco GX5FF air compressor centre no A11624441 (2002) with supply piping 1 Ingersoll Rand UP5-STAS 14 5 bar air compressor no 2102241 (2006) on horizontal air receiver tank 1 Darpak E 300 PPS pallet wrapper, no 2004555 Minor items including trim extract system, Toppy stacker truck, metal guillotine and redundant equipment, various</p> <p><u>GP1 Building – First Floor</u> 1 Muller Martini gathering, perfect binding and trimming machine with Type 3690 15-station feeder, no 9931402 Type 3006 18-clamp perfect binder, no 9912891 C425 Integral cover feeder and hot gluing facility Inclined u-bend conveyor to Merit Type 3671 single-copy 3-knife trimmer, no 94 02068 (1997) inclined delivery to Type 3630 compensating counter/stacker, no 99 24288 D071 with air float delivery table Pakseal SX 510 strapper no, 21630-99, Gordian RQS strapping machine, transfer stations and conveyors 1 MBO K79/4KTL automatic folding machine no 84118132 (not in use) with Vaculift full pile pallet feeder 4 plate and 2 knife folds Heidelberg VSA 3-66+MKE stacker delivery no FH DDBA-00056 (2003) 1 Stahl KCU78 2/4 KTL FEC automatic folding machine no 48234 211049 (<i>not in use</i>) with Full pile feeder 4 plate and 2 knife folds Motorised delivery table SBP-M 46 2 stacker, no 60745-224504 1 Compressed air system including HPC Airtower 26 Plusair air centre (<i>not in use, broken</i>) Atlas-Copco GX7FF air centre no A11620884 (2001) FD40 air dryer Air piping throughout first floor Minor items including Uchida bench model drill Iram-16 adjustable 4 head drill Practur 15" shrink wrap tunnel</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>Endoline inline carton taper <i>(broken)</i> Pakseal SX510 strapper no 21322/99 <i>(broken)</i> Racking and benches</p> <p><u>GP1 Building – Second Floor</u> The prepress equipment including 4 Apple G5 computers 2008 Epson Stylus Pro9880 K132A wide format printer Wall-mounted communications cabinet with switches Agfa Grand Sherpamatic 50-inch wide-format printer, no CR5E-350511 (2005) Similar printer (Mutoh Model R1-8000-50E) no DD5E000063 Interconnecting cabling 1 Hewlett-Packard communications cabinet with Cisco router Virgin Media router Dell Poweredge R520 server Hewlett-Packard ProLiant ML330 tower style Xeon Server Dell Poweredge 2850 server 4 Hewlett-Packard ProLiant DL280 6-disc file servers Apple server UPS's, network cabling and connections An allowance for computers, office furniture and equipment throughout (not inspected)</p>
	<p><u>GP2 Building – Ground Floor</u> Komori L-440SP 4-colour and perfecting sheet-fed offset lithographic printing machine, no 117 (2000) with high pile feed, SAPC, Weko powder spray, access gantry and Technotrans Beta c dampening equipment 1 Komori L-5405P 5-colour and perfecting sheet-fed offset lithographic printing machine, no 133 (2004) with high pile feed, APC, Weko AP262 powder spray, access gantry and Technotrans Beta c refrigerated dampening equipment 1 Komori L-440SP 4-colour and perfecting sheet-fed offset lithographic printing machine, no 103 (1998) <i>machine under covers and not in use</i> with high pile feed, SAPC, Weko AP250 powder spray, access gantry and Technotrans refrigerated damening equipment 1 Komori L-440SP 4-colour and perfecting sheet-fed offset lithographic printing machine, no 109 with high pile feed, SAPC, Weko AP250 powder spray, access gantry and Technotrans refrigerated dampening equipment 1 Central ink supply system with 4 drum press pumps, piping to all Komori SP machines 1 Polar Mohr 137ED guillotine paper cutting machine, no 704 1003 (1999) Airfloat side tables LW-1000-4 pile lift no 6972277 (1999) RA-4 automatic jogger no 6982457 (1999) TR 130EL re-stacker no 6893170 (1998) 1 Muller Martini perfect binding line with 15 signature feeders Type 3006/18 perfect binder, no 99 23801 with 18 clamps, integral cover feeder and hot gluing facility</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>Grange</p> <p>Merit S type 3671 3-knife trimmer MMFE 46738135 (2001) Type 3631 "CB16" compensating counter/stacker no MMFE 503904/35 (2001)</p> <p>Transfer stations and conveyors</p> <p>1 Muller Martini gathering, wire stitching and trimming line no 91 00933 with</p> <p>5 type 306 signature feeders no. 91 00933</p> <p>Type 1529 cover feeder, no 91 00764</p> <p>Type 335 0401 two-head saddle stitcher, no 91 00933</p> <p>Type 360 0400 3-knife trimmer, no 91 00933 with trim extract point</p> <p>Shingle delivery</p> <p>1 Muller Martini 335 0400 automatic gathering, wire stitching, and trimming machine, no 99 20609/C862 with</p> <p>7 type 306 in-line signature feeders (4-no 99 20609 and 2-no 99 20607</p> <p>Two-head saddle stitcher with type 1528 cover feeder no 99 19556</p> <p>Type 890 single-copy 3-knife trimmer no 99 20609/C856 with trim extract point</p> <p>Type 310 compensating counter/stacker no 99 14447/C456</p> <p>Akebono/Pakseal SX 510 strapper</p> <p>Roller conveyor delivery</p> <p>1 Stahl KD 78/4-KTL-FDT automatic combination folding machine no 119858 270055 with</p> <p>Tremat full pile feeder</p> <p>KD78/4 4-plate and 2-knife fold unit</p> <p>SBP-M 460 vertical stacker delivery no 270505</p> <p>Minor equipment, furniture and furnishings</p> <p><u>GP2 Building – Mezzanine</u></p> <p>1 Stahl KD78/4-KTL-FD-T automatic combination folding machine, no 93303 251066 with</p> <p>Tremat full pile feeder</p> <p>KD78-4 first fold station</p> <p>SBP 46 D-MKE D stacker delivery no 86279-244535</p> <p>1 Heidelberg Stahl KD78 automatic combination folding machine no FHFNB00417 (2004) with</p> <p>RD78 continuous round feeder no FH FN 8A00182 Type SBP-46 stacker no FH DBAB-00332</p> <p>Motorised mobile delivery table</p> <p>1 Stahl T52/4/4 R2 4-plate automatic folding machine (<i>not currently in use</i>) no 47787 208023 with</p> <p>R52/2 continuous round feeder no 47787-20823</p> <p>T52/4-4-R 2 2-fold station (<i>not connected</i>)</p> <p>Motorised mobile delivery table</p> <p>1 Stahl KCLI 78 2/4-KTLL-RC-N automatic combination folding machine no 49896-223141 with</p> <p>RC-N 78 2 continuous round feeder no 49896-223141</p> <p>KCU 78 2/4 4-plate and 2-knife fold unit</p> <p>SBP-M 46 2 stacker no 103593-259519</p> <p>1 Stahl KD-78 automatic combination folding machine no FHFNIEIF-00327 (2004) with</p> <p>RD-78 continuous round feeder no FN-FNBA-00137 (2004) 5-plate</p>

Company	Description of Plant & Machinery
	<p>and 2-knife fold unit SBP-46 stacker no FH DBAB-00335 (2004) Minor items including pallet trucks, various</p> <p>GP2 Building – Outside The trim extract system with chopper fan and settlement hopper, and trunking from dust and trim extract points within the work's areas 1 Atlas-Copco GA37FF 10 bar air compressor no A11368796 (2000) with 2005 vertical air receiver, filters and air supply piping throughout the building 1 Ingersoll-Rand 7 5 bar air compressor no. 2243875 (2005) with air receiver tank</p>
<p>Wyndeham Limited</p> <p>Wyndeham Limited</p>	<p>Heron</p> <p>Heron</p> <p>Ground Floor Press Hall 1 Man Roland Lithoman IV ("1") 64-page single-web four-unit heatset web offset printing press no 27767 (2000), 620mm cut-off, 1905mm max web width comprising Megtec type DLC 3200 two-roll flying splicer reelstand ref no 0049DJ (2000) and inset reel trucks, infeed and light guards 4— blanket-blanket perfecting printing units Oxy-Dry blanket wash Hydrair Infotec 3000 ink supply control Arcade chill water supply to dampening and inking rollers web catcher Megtec type Dual Dry TNV 15 3/2083 oven ref no 0057-SV (2000) six-roll chill unit silicon application unit Quad Tech colour and cut-off register systems turner-bar superstructure and V-former A3 and A4 folder delivery to Civiemme bundling and palletising system comprising model ST420-SX stacker/bundler no 01283 1712 (2001) with strapper model ST420-DX stacker/bundler no 01283 1711 (2001) with strapper model model PL86 dual palletiser no. 01283 2321 (2001) Press haven Press control room including Pecom I press management and diagnostic system 2 x Colour desks Main console Auto plate bender 1 Man Roland Rotoman ("3") 32-page two-deck eight-unit heatset web offset printing press no 27752 (2000), cut-off 630mm, 965mm max web width comprising 2 - Contiweb type SH50-BO-1020-RH flying splicer double reelstands 2 - infeeds 8 — blanket-to-blanket perfecting printing units on two levels Oxy-Dry blanket wash Hydrair Infotec 3000 ink supply control Arcade chill water supply to dampening and inking rollers Megtec lower deck Dual Dry TNV 11 9/1066 oven ref no 0036-SV (2000) Megtec upper deck Dual Dry TNV 11 9/1066 oven ref no 0037-SV (2000) 2 —six-roll chill units 2 - silicone application units Quad Tech colour and cut-off register systems turner-bar superstructure and V-former A3, A4 and A5 folder delivery to</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p data-bbox="555 315 1342 1167"> Civiemme bundling and palletising system comprising conveyors type ST420/100 stacker/bundler no 01197/1711 (2000) with copy counter and strapper type PL86-100E T type B stacker no 01197/2211 (2000) Press haven and concrete upper deck Press control room including Pecom I press management and diagnostic system 2 x colour desks Main console Auto plate bender 1 Man Roland Rotoman ("2") 32-page two-deck eight-unit heatset web offset printing press no 27641 (1999), cut-off 630mm, 965mm max web width comprising 2 - Contiweb type SH50-BO-1020-RH (1999) flying splicer double reelstands 2 - infeeds 8 — blanket-to-blanket perfecting printing units on two levels Oxy-Dry blanket wash Hydrair Infotec 3000 ink supply control Arcade chill water supply to dampening and inking rollers Megtec lower deck model 2S11-119-1066 Summit II oven no 110070-022 SI Megtec upper deck model 2S11-119-1066 Summit II oven no 110070-023 SI 2 — six-roll chill units 2 - silicone application units Quad Tech colour and cut-off register systems turner-bar superstructure and V-former A3, A4 and A5 folder delivery to Civiemme bundling and palletising system comprising conveyors </p> <p data-bbox="555 1167 1342 1480"> type ST320/100DX stacker/bundler no 8112 (1999) with strapper type PL86/100 type B stacker no 8112/2211 (1999) with light guards Press haven and concrete upper deck Press control room including. Pecom I press management and diagnostic system 2 x colour desks Main console Auto plate bender </p> <p data-bbox="555 1480 1342 1794"> The RO closed soft water system serving the presses including 3 water storage tanks RO storage tank 02 generator ozone generator ozone injector pumps Waterwise control Steel structure Water softening and regeneration system with two resin tanks, pump, salt regeneration tank and control </p> <p data-bbox="555 1794 1342 1935"> The ink bulk storage and central distribution system including Station A, comprising 2 8000kg tanks, heated 2 6000kg tanks, heated </p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>Heron</p> <p>Hydrair model E2509 pump control console no H0555 supply piping with close heating and valves Station B, comprising 4 8000kg tanks, heated Hydrair model E2509 pump control console no H0177 with supply piping with close heating and valves Station C, comprising 4 8000kg tanks Hydrair model E2509C console no H0287 Supply piping with close heating and valves</p> <p>1 Alphasonics stainless steel ultrasonic cleaning tank The chilling system serving the presses (and air conditioning to press control rooms) including 1 Carrier 30GX chiller no 12Y418905 (2004) 1 Carrier 30GX chiller no 12U411641 (2004) 1 Carrier 30GH chiller (plate obscured — 1998) 1 Carrier 30GH chiller (plate obscured — 1998) 1 Carrier 30GH chiller (plate obscured — 1997) 1 Carrier CS Star Fire chiller no 12V312816 (2003) 1 Carrier 30GF chiller no 12A002032 (1990) 1 Carrier 30GH chiller no 12_413238 (1994), all on overhead framework with 1 main buffer tank 1 air conditioning buffer tank pumps serving all five presses and press control rooms</p> <p>Minor equipment, furniture and furnishings in Press Room</p> <p>Binding Department 1 Muller Martini Norm binding line 2 (LINE 80) comprising 10 - type 3736 0009 stream feeders no 94 00534 07 (1997) Twin beam travelling overhead crane with 4 - Demag hoists and 2 - Muller 1 ton clamps 15 - Inline feeders no 94 00534 Type 3614 divert and line transfer conveyor no 94 00534 no 94 00534 with 90° belt transfer take off conveyor Norm 20-station binding machine no 94 00534 with glue tank Type 3001/N82-SC/24 cover feeder no 94 00534 Belt transfer conveyor line no 94 00534 Muller Martini type 3501 splitter saw no. 1088585 (2006) with conveyor to Muller Martini Zenith three knife trimmer no 188921 (1999) with conveyor to Pratico 7524 0400 stacker no 97 02597 (1997) with delivery belt conveyor Type 6257 film wrapper and type 6216 heat tunnel no 35619-95/1995, to delivery conveyors Type 3620 0572 diverter transfer conveyor Type 0289 0400 hopper feed station no 94 00534 05 Type 251 4800 trimmer no 94 00650 04 5-station inserting machine no 94 00534 01 Type 227 8403 up and over transfer conveyor no 94 00534 01 Type 310 CS-20 stacker no 94 00534 02 Schneider M30 strapper (2000) Pakseal model M3000 strapper no 1984 (1997) Various connecting conveyors and transfer tables</p> <p>1 Muller Martini Corona binding line (LINE 82) Comprising 14 - type 3736 stream feeders</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>Heron</p> <p>Overhead travelling crane with 5 beams, 3 twin and 2 single hoists and pendant controls 5 - Muller 1 ton clamps 17 - type 3681 inline station feeders (NB - 4 not in use on site inspection) 2 - Type 3681 card gluers nos MMFE 400325 (2001) and MMFE 987976 (2005) each with Robatech Concept 4 glue unit Type 3714 diverter unit no MMFE 400325-195 (2001) with Eltex anti-static Type 3641 transfer conveyor no MMFE 400325-215 (2001) 3 - Type 3643 vibrating transfer stations no MMFE 400325-238 (2000) no MMFE 400325-235 (2000) no MMFE 400325-322 (2000) Type 3646 double transfer station no 400325/265 (2001) Corona type C18-41 41 station binding machine no MMFE 400325-305 (2001) with fume and trim extract, Spine glue tank, 2 side glue tanks and cover feeder 1- type Premelter C80105 hot melt glue tank no 119747 048 (2001), and small premelter tank Type 3621 transfer diverter no MMFE 400325- 560 (2001) Diverter belt transfer conveyor Product automatic powered transfer belt conveyor system Type 3621 transfer and diverter station no. MMFE 400488-120 (2001) Top and bottom double lane belt transfer conveyors Type 3520 slatted bend transfer conveyor (2001) Type 3672 Zenith trimmer no MMFE 400325-605 (2001) 4 - Transfer conveyors Type 0308 0403 Biliner six-station inserting machine no 394470 (2001) with three VP double inserting stations and transfer conveyors CB16 Type 3631 stacker no MMFE 400325/685 (2001) Pakseal M30 Strapper no 1985 Transfer conveyor no 62 961 - 95/2000 Type 6214 conveyor transfer Film wrapping machine no 62 961 - 95/2000 Type 6216 heat sealing tunnel no 61932-14 (2000) Transfer conveyor Samuel model M30 strapper no 3017 Slatted bend transfer conveyor no. 62961 - 6 (2000) Type 6214 belt driven transfer conveyor no 62961 - 8 (2000) with Type 6232 twin head clamp Cohiba type 6261 palletising machine no 62961- 9 (2000) Demag 80kg swing jib hoist with Chain lift and pendant control Light guards</p> <p>1 Muller Martini Corona binding line (LINE 81) comprising Overhead travelling crane with 6 — beams and 6 twin Demag Hoists 6 - Muller 1 ton clamps Demag 250kg crane hoist 16 - type 3736 0009 automatic stream feeders no 94 02630 (1998) <i>(two disconnected)</i> 20 - type 3681 inline feeders no 94 02630 (1998) <i>(three disconnected)</i></p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>2 - Type 3681 card gluers with Robatech glue units nos 94 02630 01 (1998) and MMFE 97 4775 (2005)</p> <p>Type 3741 gatherer station and diverter no no 94 02630 (1998) with Eltex anti-static</p> <p>Type 3641 transfer station no 94 02630 (1998)</p> <p>3 - type 3643 vibrating transfer stations</p> <p>Type 3646 double transfer unit no 94 02630 (1998)</p> <p>Corona type C14-41 41 station binding machine no 94 02630 (1998) with 2 spine glue tanks and side glue tank</p> <p>2 - spine Pre-melter control tanks/heaters no 116060 008 (1998), no 116060 007 (1998) with hopper feeders</p> <p>Small side glue pre-melter heater with hopper feed</p> <p>Cover feeder</p> <p>Type 3621 0037 diverter no 94 02630 (1998) with belt transfer take off conveyor</p> <p>Product belt driven transfer conveyor system drop down divert unit</p> <p>Underbelt driven transfer reject conveyor</p> <p>Overbelt driven product transfer conveyors</p> <p>Zenith S type 3672 trimmer no 102774 40 (1998)</p> <p>Incline belt transfer conveyor no 94 02630 03 (1998)</p> <p>Various transfer conveyor units</p> <p>Infeed hopper unit and diverter</p> <p>Type 0308 0401 Biliner 5 station inserting machine no 97 03156 (1998) with</p> <p>Akapovic touchscreen control up and over feed</p> <p>Conveyor</p> <p>CB16 type 3631 stacker no 102774 (1998) with</p> <p>Roller outfeed conveyor</p> <p>Type 6214 transfer conveyor no 49923-5 (1998)</p> <p>Pakseal model M30 Strapper no 1986</p> <p>Type 6257 film wrapping machine no 49923 - 95/1998</p> <p>Type 6264 transfer conveyor no 52680 - 1 (1998)</p> <p>Type 6216 heat sealing tunnel no 52680-1 (1998)</p> <p>Pakseal model M30 strapper no 1985</p> <p>U-bend slatted transfer conveyor no 49923-12 (1998)</p> <p>Type 6214 transfer belt conveyor no 49923-14 (1998) with 6232 squaring twin head clamp</p> <p>Type 6261 Cohiba palletising machine no 49923-1 (1998)</p> <p>Demag 250kg swing jib hoist</p> <p>Maintenance, Wrapping and Compactor Areas, and Loading Bay</p> <p>1 Cyklop 11 21500 pallet wrapper no 030127</p> <p>1 Cyklop GL 110 11 110 11 pallet wrapper no 1001</p> <p>1 C&C C-One Base pallet wrapper no C1000047M (2010)</p> <p>1 UpRight SL20 101000-011 battery electric aerial platform truck no 8826 (1999)</p> <p>1 Simon Boxer — 170E battery electric aerial platform truck no 13120 (1995)</p> <p>Various items of lifting tackle, chains and locks</p> <p>1 Union bench top belt finisher</p> <p>1 Astra GHD-16 bench drill no 7041090 (1977)</p> <p>1 GS 20-tonne hydraulic jack press</p> <p>1 Harrison M400 centre lathe no 403022 3251 with Anilam</p> <p>Wizard 150 Plus two-axis digital readout</p> <p>1 Cosen model MH-1016JA horizontal band saw no 860515</p> <p>1 Wolf double-ended bench grinder</p> <p>1 Cebora Pocket Pulse TIG 100 welding set</p> <p>1 SIP 140 welder</p> <p>1 MIG 200C welder</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p data-bbox="560 304 1342 472"> 1 Delta Neu purpose built extraction system 1 Dewalt DW871 crosscut saw no 305604 1 Sealey 8" double-ended bench grinder on 1 Oxford heavy duty portable arc welding set no 812229 Racking for spare parts (on mezzanine platform) A large quantity of spare motors and drivers (as company's listing) </p> <p data-bbox="560 495 879 528">Wire Stitching Department</p> <p data-bbox="560 528 1342 763"> A quantity of redundant equipment including Muller Martini Pratico 7524 0400 compensating counter stacker no 328901 (2000) Polar Mohr RA-4 jogging station no 6882689 (1998) 2 Muller Martini 3736 009 feeders nos 94 01650 (1996) and 94 01649 (1996) A Muller Martini FJ44-601 heat sealing tunnel no 20356-4 (1992) and type 6248 film wrapper no. 63331-1 (2000) </p> <p data-bbox="560 786 1342 931"> A Hyster S1 4-2968 1 4 ton battery electric stacker truck no B456X04643F (2008) A Hyster P1 8 1 8 ton battery electric stacker truck no C437X077045 A Wilmat PDCB5 500kg battery electric stacker truck no 20359 (2003) </p> <p data-bbox="560 931 1342 1323"> 1 Muller Martini Prima wire stitching line ("60") comprising 4 Type 3736 0009 in-line feeders two of which no 94 01649 (1996) and two of which no 94 01650 (1996) 10 Type 0370 0401 log feeders (six not in use) 2 Muller Martini 100-kg log clamps each with Demag electric hoist on overhead runway Type 1528 0416 cover feeder no 91 04918 02 (1996) Prima wire stitching machine no 91 04917 Type 0360 0402 single-copy three-knife trimmer no 91 05847 (1997) Type 0227 8404 five-station inserting machine no 97 02155 (1996) Up-and-over conveyor to type 0310 CS-14 stacker no 97 02479 (1997) Type 6214 conveyor no 42994-1 (1997) Samuel type M30 strapper no 3018 (1988) with model 4000 turntable no 6043-12 </p> <p data-bbox="560 1323 1342 1839"> 1 Muller Martini Tempo wire stitching line ("62") comprising 8 Type 0416 0420 in-line signature feeders (<i>one not in use</i>) Type 0423 0400 card feeder no MMZ0391345 (2001) complete with Robatech Concept 4 glue system 9 type 3736 steam feeders no 433 301 (2001) 2 Muller Martini type 0277 0401 100kg log clamps with Demag 250kg electric hoists and overhead runway Tempo 0410 0401 three-head wire stitching machine no 391345 (2001) with cover feeder no 391345 (2001) Three-knife trimmer with trim extract point Bilner six-station inserting machine no 391423 with three type 07VP dual station feeders no 391423 (2000) Rapida type 7525 0402 counter stacker no 391345 (2001) Pakseal type M30 strapper no 3196 (2001) Various conveyors and transfer stations Film wrapper and shrink wrap tunnel no 62945-95/2000 Pakseal type M30 strapper no 1984 (1997) Type 6261 Cohiba Palletizer no 62945-8 (2000) </p> <p data-bbox="560 1861 1342 1948"> 1 Muller Martini Tempo wire stitching line comprising 9 Type 3736 steam feeders no MMFE690662 (2003) 8 Type 0416 0426 in-line signature feeders no MMZO 68601908 </p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>Heron</p> <p>Type 0423 0400 card feeder no MMZ0686019-10 with Robatech glue system (2003) 2 Muller-Martini type 277 0401 100kg log clamps with two Demag 250-kg electric hoists and overhead runway Type 686019 cover feeder (2003) with 90-degree belt in-feed Type 0410 0409 Tempo three-head wire stitching machine no MMZO 686019 (2003) with Eltex anti-static and Provit 5600 control panel Type 0304 0414 three-knife trimmer no MMZO 686019 Type HP/08 inclined conveyor no 686097 (2003) Biliner type 0308 0401 six-station inserting machine no 686097 (2003) with three type VP1/07 dual-station feeders Rapido type 7525 0403 stacker no MMZ0586019 (2003) Pakseal M30 strapper no 3019 (2001) Type 6214 film wrapping machine no 77335-1 (2003) Type 6216 shrink wrapping tunnel no 75802-70 (2003) Pakseal type M30 strapper no 2710 (2000) Type 6261 Cohiba palletizer no 75802-10 (2003) Various transfer stations and conveyors</p> <p>1 Buhrs 3000 mailing line conveyor system serial comprising 5 cross signature insert feeders 1 Sigma P&P PAT 989572391 product feeder (2004) 1 Mobile rotating inline cross feeder 1 Overhead gantry for inch lead 1 Domino Jet Array single head inkjet printing with Editor GT control Buhrs 3000 polywrapping station with Siemens Simotion P Touch control, polythene unwind feed, longitudinal sealer, cross seal cutter and reject conveyor Turntable stacker Shuttleworth SlipTorque conveyor Pakseal M30 strapper no 3123 (2001) Transfer station Pakseal M30 strapper no 1770 (1998) Roller conveyor delivery 1 Sitma C80-750 mailing line conveyor system comprising Model 668B infeed belt conveyor no 658 (2011) 161AR in-line shuttle feeder no 813 (2001) 525-BT2 conveyor no 1773 with 5 model 675 cross signature feeders nos 4801 (1995), 4803 (1995) and 46200026, 25 and 27 1 Domino Jet Array single-head inkjet printer Sitma W750-1W polywrapping station no 1847 (2013) with Siemens Simatic HMI touchscreen control, polythene unwind feed, longitudinal sealer and cross seal cutter Model 584R incline conveyor with reject drop Turntable stacker with hopper feed Automatic roller conveyor Pakseal M30 strapper (2000) Samuel 4000 transfer table with rotating bed (plus spare) Pakseal M30 strapper no 3095 (2001) Gravity roller conveyor deliveries</p> <p>1 Stahl TFU78/44 2 folder no 38244-157185 comprising RF78V 2 continuous round feeder TFU 78/442 four-plate first fold station 2 TFU 66 -4QB 2 four-plate second fold station</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p data-bbox="560 320 1343 517"> SB66 vertical stacker 1 Heidelberg Stahl folder T152/4-4-KBK 4-plate folder no. 251720-304718 with Tremat folder 1 Polar 137E guillotine no 7041334 (2000) comprising LW1000-4 pile hoist no 7072329 (2000) RA-47 jogger no 7082297 TR130ER-4 re-stacker no 7093220 </p> <p data-bbox="560 539 1343 629"> 1 Polar 137 EMC guillotine no. 5241111 (not operational) comprising L600-W-3 pile hoist no 6472536 (1994) LW1000-4 pile hoist no 5672514 (1998) </p> <p data-bbox="560 651 1343 871"> Sundry minor items including Pakseal ROTE 500 case sealer no 35388 Lantech Q300 pallet wrapping machine no QM018014 The trim and dust extract system from all three-knife trimmers, comprising trunking to 3 Delta Neu settlement silos, chopper fans and housing, POR A100/N/P briquetting machine no CE1668 (2000) </p> <p data-bbox="560 904 1011 1016"> Pre-press Department 4 Apple GS computers 4 Personal computers 1 Fellowes Powershred C-320C shredder </p> <p data-bbox="560 1039 1343 1211"> Computer-to-Plate Department 2 Agfa computer-to-plate systems understood to belong to Agfa under consumable supplies agreement 1 Verivide colour matching cabinet 1 HP Designjet 5500 large format printer 1 Light table </p> <p data-bbox="560 1234 1171 1263"> Network and Communications Systems and Offices </p> <p data-bbox="560 1263 868 1292"> <u>Communications Cabinet 1</u> </p> <p data-bbox="560 1292 1227 1592"> 1 Dell Power Edge 2950 server (finance) 1 Dell Power Edge 850 server (terminal service) 1 HP Proliant DL140 server (domain controller) 1 Dell Power Edge 2850 server (MIS = Technique) 2 Dell Powervault 114T back ups 1 Dell Power Edge 750 server (payroll) 2 Hewlett Packard DL380 file servers 1 Dell Power Edge 2650 server (door entering time system) 1 Hewlett Packard DL380 G5 server (e-mail exchange) 1 Dell Poweredge R510 server (RDS) 1 Dell Power Edge R200 server (Blackberry services) Various UPS's, switches and firewall </p> <p data-bbox="560 1626 868 1655"> <u>Communications Cabinet 2</u> </p> <p data-bbox="560 1655 1054 1850"> 1 Dell Power Edge 1750 server (pre-press) 1 Dell Power Edge 1850 server (pre-press) 4 Dell Power Edge 2850 servers (pre-press) 4 Dell Power Edge 2950 servers (pre-press) 1 Dell Power Edge 2650 server (pre-press) 1 HP Proliant DL380 G5 server (pre-press) 1 Hewlett Packard DL380 FTP server </p> <p data-bbox="560 1850 868 1879"> <u>Communications Cabinet 3</u> </p> <p data-bbox="560 1879 1126 1957"> 1 HP Proliant DL380 G5 server 1 Dell Power Vault NF500 file storage (pre-press) Various UPS's and switches </p>

Company	Description of Plant & Machinery
	<p><u>Communications Cabinet 4</u> Network switching equipment with fibre backbone to 22 switches throughout the premises including PCOM/MIS network cabling connections throughout the premises and online to other locations Office equipment and furniture</p> <p>Works Communications Room (Adjacent to Maintenance Department) 1 IBM communications cabinet with contents including Dell Power Edge 2650 server (connections to the telephone system) Various minor IT equipment 1 Hewlett Packard DL140 file server 1 Hewlett Packard DL380 file server 1 Prism comms cabinet with Samsung OfficeSery 7400 telephone system with mobility extension and DECT system Redundant equipment including Philips telephone system</p> <p>Outside The compressed air system comprising. 6 Atlas Copco GA55 air centres (2 = 1990, 2 = 1998, 1 = 2000, 1 = ?) 2 Type FD560 dryers Atlas Copco GA55 VSD air centre (on Lithoman II mezzanine) 2 Air receivers 1 MTA DE275 air centre no 2200167251 (2010) Air supply piping throughout the works The vacuum and low-pressure air system including 8 pumps mounted on 2-tier frame, interconnecting piping, ventilating fans and piping throughout the works 1 Elliot Group 40-foot jack leg portable cabin 1 Similar cabin (transport office) 1 40' steel container 2 Waste water collection tanks with block work bund and delivery valves</p> <p>Goods Inwards, Inserts and Paper Store 22 Bays of pallet racking</p>
Wyndeham Peterborough Limited	<p><u>Pre Press Department</u> Epson Stylus Pro 9880 large format colour inkjet printer Agfa Sherpa 431 large format colour inkjet printer Canon iPF9000S large format colour inkjet printer 2 MAN ROLAND Lithoman plate benders serial numbers 28037 (2005) and 28284 (2008)</p> <p><i>Platesetting Line 1 comprising:</i> Creo model TSV autoloader serial number B079 (2002) Creo Trendsetter VLF Quantum CTP platesetter complete with CreoScitex universal debris removal cabinet, Dell Poweredge 2900 RIP server and plate transfer unit Polyscience recirculator Kodak Mercury T-HD 1550 plate processor, no ME10661 (2010) Plate stacker</p> <p><i>Platesetting Line 2 comprising:</i> Creo Lotem 800 Quantum 'squarespot' automated high throughput 8 page CTP platesetter, no 0143-93918/01 (2001) with CreoScitex</p>

Company	Description of Plant & Machinery
Wyndeham Peterborough Limited	<p>universal debris removal cabinet and Dell PE T310 RIP server KODAK Polychrome Mercury plate processor no ME8152 (2001) Heights plate stacker, serial no 00SLIF1145</p> <p>Offline plate processing: Kodak Mercury T-HD 1550 plate processor, no ME 10669 (2010) Kodak Polychrome Saturn oven, no ST6120 (2003) Kodak Polychrome wash gum unit no WG6291 (2003) and plate stacker</p> <p>Platesetting Line 3 comprising: Creo VLF Trendsetter no B679 complete with CreoScitex universal debris removal cabinet, Polyscience thermo-unit and Dell Poweredge PE2900 RIP server Computer room network racks servers, Apple MAC processors and PCs associated with the pre-press and CTP Minor items including M&A Pab Systems plate punch, AFS anti foaming systems, redundant HP Designjet 500 printer and various equipment and furniture</p> <p>Compressor House 2 Ingersoll Rand M110 Intellisys packaged screw air compressors Ingersoll Rand Nirvana W 10 Intellisys 10 bar packaged screw air compressor, serial number 2800007 (2003) Abbott & Co 11 bar welded steel vertical air receiver serial no A44057 (1998) Ultrafilter Ultratoc model SD2250 refrigerated air dryer Serial number 032/16226/10, complete with 2 inline filters Sepura oil/water separator Minor items and fitted ducting</p> <p>Water system comprising: 2 Readysoft Alternating systems, soft water storage tank, 2 Grundfos pumps, Pallas XL control, RO water storage tank, 2 Ebara pumps, 2 Dosatron filters, Zalmet filter and top up system storage tank</p> <p>Maintenance Department Excel pedestal surface grinder with 14" x 6" bed Colchester Triumph 2000 gap bed centre lathe Serial number 670043/26130 Einhell DSC150 double ended pedestal grinder Bridgeport Series I / Adcock-Shipleigh Textron 2HP vertical turret milling machine with Heidenhain control, serial number 288340978U</p> <p>Ajax AJPD25 pillar drill, serial number 79036 Unbranded 3,000rpm double ended pedestal grinder Unbranded mechanical hacksaw with 10" throat Clarke Strongarm T 25 press Safety Kleen parts wash bath Hobart BetaMig 200KJ mig welding set Kemper 64120 mobile fume extraction unit, no 143934 (2004) Seeley 160XL PowerWeld 160 welding set Ryobi ETS-1525 circular table saw Various spare parts including pumps, motors, bearings, belts etc</p>

Company	Description of Plant & Machinery
	<p>Minor items including DeWalt chop saw, power tools, lifting equipment, cabinets, racking and ladders</p> <p><u>Folding and Cutting Department</u></p> <p><i>Guillotine Line 9 comprising:</i> Knorr Systeme L-600-3-W pile lift, no 6652076 Knorr Systeme RLA-3-P automatic jogger, no 6859088 Perfecta 132UC paper guillotine Serial number 71661, complete with air float tables and light guards Knorr Systeme 145-3-R/GL pallet restacker with air float feed table Serial number 6860017 (1998)</p> <p><i>Guillotine Line 2 comprising:</i> Schneider Senator Profiline PL20 pile lift Serial number P-6752096 (1997) Schneider Senator Profiline 0077 automatic jogger Serial number P-6759094 (1997) Schneider Senator 115TSC paper guillotine Serial number M-115H-004-07/20-07 (1997) complete with air float table and light guards Schneider Senator Profiline PL10-600 pallet restacker Serial number P-6752097 (1997)</p> <p><i>MBO Folding Line 7 comprising:</i> MBO type T700-C continuous feeder no S01/19 MBO MC-Control batch counter MBO T700-1-68/6 six plate fold unit no S01119 MBO T700-2-68/6 second six plate fold unit no S01119 with roller conveyor</p> <p><i>MBO Folding Line 2 comprising:</i> MBO B30-E-C continuous feeder no W07/60 MBO MS-Control and batch counter no W07/60 MBO B30-E-1-76/4 four plate fold unit no W07/60 Palamides BA-700 stacker no 0337 (2000) and Palamides PL-700 bundler no 108-5 700-017 (2000)</p> <p><i>Miscellaneous Folding Line Units including:</i> MBO B30-E-2-76/4 four plate fold unit, serial number: W07/60 MBO B26E-3-38/4 four plate fold unit no W07/60 with roller conveyor MBO FA66-2ME standing pile delivery unit serial number 001120158 OMG Economic P/700 presser stacker, no 649 (2004)</p> <p><i>Minor items in folding and cutting department including:</i> 3M-Matic 200a-E type 3960c taping machine no 11505 (1997) 3M-Matic 700a-3 taping machine no 6040 (1996) Various minor equipment and furniture</p> <p><u>Stitching and Inserting Department</u></p> <p><i>Sitma Inserting and Polywrapping Line comprising:</i> Sitma 525 main product shuttle feeder, serial number 1196 (1997) Sitma 526 universal base modules, serial number 1475 (1997) Six rotary inserter feeders (two not in use)</p>

Company	Description of Plant & Machinery
Wyndeham Peterborough Limited	<p>Sitma model C80-750 film wrapping and sealing unit Serial number 1335 (1997) (38 054 hours) complete with film reel unwind stand Belt conveyor to gravity roller delivery Mosca RO-M-P5 strapper, serial number 88190 (2007) <i>Not in use</i> Sitma C-740T heat tunnel no 216 (1990) Signode LBX2330 strapper no PTX2334 (2008) Pakseal model ROMP strapper serial number 36916</p> <p><i>Muller Martini 'Prima' 300 Stitching Line comprising:</i> Six 370 0400 gatherer feeder stations, serial number 91 01854 1529 cover feeder serial number 91 02109 Muller Martini four head wire saddle stitching machine with diverter Three knife trimmer OMG Cucciolo stacker, serial number 746 (1998) Taiwanese model TP-702-59 strapper no 10119336 (2010) Cool Technology Ltd 11 bar welded steel vertical air receiver Serial number B2 2 1807 (1996)</p> <p><i>Muller Martini Primera Stitching Line comprising:</i> Overhead gantry system with fitted Demag 250kg rails and two manual cross travel rails each with Demag hoists and two Muller Martini 0277 0401 log lifts, nos MMZO 1 512 173-90 01 & 02 (2008) Five 3738 stream feeders 4 x Serial number MMFE 1541090/50 (2008) 1 x Serial number MMFE 1517720/55 (2008) Six 0379 0401 feeders (<i>one not in use</i>) Serial number MMZO 1 512 173 No's 01 to 06 Type 0554 0405 cover feeder Serial number MMZO 1 512 173 No 07 Muller Martini Primera C130 two head wire saddle stitching machine Serial number MMZO 1 512 173 / MMEZ 1541951 Muller Martini 0449 0450 three knife trimmer Serial number MMZO 1 512 173 Muller Martini Perfetto type 0450 0401 stacker Serial no MMZO 1 512 173-80 (2008) with roller take off conveyor Schneider M30 strapper, no 3120 (2001) with roller take off conveyor Mosca RO-M-P4 strapper no. 74416 (2004) Becker Variair type VACS 0033 0012 + MM central air supply system Serial number 236 9942 (2009)</p> <p><i>Muller Martini Tempo Stitching Line comprising:</i> Overhead gantry system with fitted Demag 250kg rails and three manual cross travel rails each with Demag hoists and three Muller Martini 00277 0401 log lifts Serial numbers MMZO 1 513 877-110 No's 01 to 03 (2008) Six 3738 stream feeders 5 Serial number MMFE 1517720)55 (2008) 1 Serial number MMFE 1517720150 (2008) Eight 0416 0431 feeders (<i>one not on line currently</i>) Serial number MMZO 1 513 877 No's 01 to 08 (2008) Type 0423 0404 merchandise tipper serial no MMZO 1 513 877 NO 10 (2008) Transform 90 degree bend powered belt transfer conveyor (2008) Type</p>

Company	Description of Plant & Machinery
Wyndeham Peterborough Limited	<p>0344,0434 cover feeder no MMZO 1 513 877 No 09 Three Eltex KNH34 high voltage generators Muller Martini Tempo 22 two head saddle stitching machine and three knife trimmer with trim extraction and 8" ducting type 0304 0420, serial number MM201513877 (2008) 2 x type 0435 9805 vertical feeder stations and overhead automatic interlink clamp transfer conveyor system Muller Martini Integra six station automatic inserting machine leading to rotary transfer lift, up and over conveyor system type 0434 0410, serial number MM20 1513 87820 Muller Martini Robusto type 0451 570 compensating counter stacker no MMZO 1 513 879-10 (2009) with mobile roller take off table Type 0457 0400 bundle blocking unit Serial number MMZO 1 513 879-15 (2008) compete with Sick C4000 light guards Signode LBX2330MAG automatic strapper Serial number PTX2335 (2008) Type 6214FJ44 belt transfer unit Type 6254 0411 automatic sleeve wrapping machine no MMZO 1 513 879-40 with Shuttleworth powered roller conveyor Type 6217 0400 hot air shrink tunnel no MMZO1 513879-40 (2008) Schneider Ozga V88 1C automatic strapper no 5867 (2008 Pakseal M30 strapper no 1955 Muller Martini type 6232 SC13 alignment station, serial no MMVZ 1 517108-1015 (2008) Belt conveyors to Muller Martini Fontana model 1281 0403 automatic palletising machine, mo NN44545/Z01513880 (2008) with compensating stacker, infeed table powered roller transfer, buffer and pallet hopper (<i>palletiser not currently in use due to corrupt programming</i>) Becker Variar type VACS 0033 0036 + MM central air supply system Serial number 236 9941 (2009)</p> <p><i>Year 2004 Ferag Stitching and inserting Line comprising:</i> Overhead gantry system with fitted Demag 250kg rails and three manual cross travel rails each with Demag hoists and three Signature SLC-1000 log clamp lifts nos 140-142 Three stream feeders (five spare stream feeders not in use) Seven JEF-450-FVM-DOP pocket feeders to inline conveyor system (three spare pocket feeders not in use) Seven USR-420 stations with clamp grip SWT conveyor feeders Ferag UDR collating and HFA three head stitching machine Ferag UTR-SO-NOT pick up feeder conveyor station no 13 44 0102 110271 (2004) Ferag UTR-SO-NOT-DU pick up feeder conveyor station Serial number 13 44 0101 110271 (2004) Overhead clamp grip conveyor system Ferag SNT three knife drum trimmer and UEG transfer unit Seven JEF-450-FVM-DOP pocket feeders, nos 2714 0601-7 (2004) Complete with Ferag ROS 10 station in line conveyor system Ferag ETR-CV SPEZ inserting drum, no 13 17 0101-110273 Two UTR-AB-SO-NOT pick up feeder conveyor stations Serial numbers 13 44 0101-110270 and 13 44 0102-110270 (2004)</p>

Company	Description of Plant & Machinery
Wyndeham Peterborough Limited	<p>Overhead clamp grip conveyor system Four Ferag AB-MW delivery stations Serial numbers 20 40 0101-110270, 20 40 0102-110270, 20 40 0102-110273 and 20.40 0101-110273 (2004) <i>(NB the following are situated out of delivery stations serial numbers 20 40 0101-110273/110270)</i> Two powered belt transfer conveyors Segbert model ICSCE stacker, serial number 1013 Segbert VB95 bundle blocking unit, serial number 216 Three powered belt transfer conveyors Easy Strap ES-35 automatic strapper, no. 40080802110269 complete with powered belt transfer conveyor Affeldt SA20 automatic sleeve wrapper no 17414 1 1 Affeldt VT50 hot air shrink tunnel no 17414 1 2 Transfer belt conveyor to East Strap ES-35 automatic strapper no 40080801110269 Diverter transfer conveyor and turntable Segbert PT automatic palletising machine no 111 complete with infeed, powered rollers, buffer, pallet hopper <i>(NB the following are situated out of delivery stations serial numbers 20 40 0102-110273/110270)</i> Segbert ICSCE stacker serial number 1012 Segbert VB95 bundle blocking unit serial number 217 Easy Strap ES-35 automatic strapper no 40080803110269 Affeldt SA20 automatic sleeve wrapper no 17414 2 1 (2004) Affeldt VT60 hot air shrink tunnel no 17414 2 2 (2004) Easy Strap ES-35 automatic strapper no 40080804110269 (with TS-T transfer stations either end) Diverter station transfer conveyor and turntable Segbert VB95 bundle blocker no 218 Segbert ZPA automatic palletising machine no 118 complete with infeed, powered rollers, buffer, pallet hopper <i>Minor items in stitching and inserting department including</i> Stahl EF 63 knife folder, Serial number 28004 Lantech model Q300 rotary stretch pallet wrapper Serial number QM021089 (2006) Lantech model 0300 rotary stretch pallet wrapper Serial number QM021088 (2006) Various other minor plant, trucks and furniture</p> <p><u>Stores Area</u> <i>Bulk ink storage and distribution system comprising:</i> Eight agitated stirrer steel bulk ink tanks on load cells with manifolds Nine Technotrans ink transfer pumping units Steel access gantry Control panel and pipe connections to web presses</p> <p><i>Minor items in stores area including:</i> Muller Martini 227 8400 six station inserter (not in use) Schneider Ozga Pakseal M30 strapper, Serial number 2201 (1998) 24 bays of steel heavy duty pallet racking HSM MKP180 baling press no 6117 144 00234M (1998) Gene GS-1932 scissor lifting truck</p>

Company	Description of Plant & Machinery
Wyndeham Peterborough Limited	<p>1994 Genie Z-45122 four-wheel cherry picker Various minor equipment and furniture</p> <p><u>Web Press Department</u></p> <p><i>Lithoman No. 2 Web Press Line (2008) comprising</i> Megtec two-roll autosplicer reelstand with floor-tracked reel handling system, web aligner, light guards and Mettler Toledo digital weigh scales Autowebbing and accumulator rolls MAN Roland Lithoman IV 64/72pp 4-unit heatset web offset printing press serial no 28284 /4080616 (2008) (883,682,000 impressions) maximum web width 1998mm, cut-off 620/1240mm Grafikontrol webscan system Arcade print control system, Elettra Fastwash blanket wash no 909-1971 (2008), Technotrans delta.d and spinclean d dampening water system, QTMS print control and Baldwin FWW stainless steel roller wash system no 66776 65 Megtec type DDTNV 15 3-2083 965mm web width natural gas single-pass drying oven serial no 2101448-JN DV1034 (2008) with in-built afterburner Six-roll chill unit Weko silicone applicator Slitting and turner-bar superstructure with ribbon delivery cylinder bank, Planatol CombiJet 8Mod gluing and remoistening system, E+L web guide, register and cut-off control systems Fans & Blowers Ltd BF83 chopper fan with extraction ducting Faist acoustic enclosure, press consoles and associated software</p> <p><i>Lithoman No 2 Press in-line finishing comprising</i> Civiemme twin stream post press interconnecting conveyor system complete with joggers, diverters and bumpers, switchgear, controls and ancillary equipment Paramount waste extraction unit with 12" ducting Civiemme type ST8000/120DX automatic vertical log stacker No 0167 114301 (2008) complete with Signode automatic strapper Civiemme type ST8000/120DX automatic vertical log stacker no 0167 114302 (2008) complete with Signode automatic strapper Civiemme type PL86 Dual palletiser no 0167123201 (2008) complete with bundle automatic transport system and pallet hopper</p> <p><i>Not currently in use</i> Rota Schneider type RS-3VS/541ST 2 x 2 knife trimmer (not in use) Serial number 661-2370 complete with 90 degree bump turn Rima elevating automatic belt conveyor Muller Martini 635-800 belt conveyor no 20903-4 (1993)</p> <p><i>Rotoman N Web Press Line (2001) comprising:</i> Two-roll autosplicer reelstand with floor-tracked reel handling system, web aligner and light guards Autowebbing MAN Roland Rotoman N 16-page 6-unit heatset web offset printing press serial number 4051575 (2001) (423,,963,000 impressions) maximum web width 965mm, cut-off 630mm</p>

Company	Description of Plant & Machinery
	<p> QTMS print control management software Arcade print control dampening system, blanket wash, Graphics Microsystems Color Quick closed loop colour Ellettra Fastwash blanket washer no 909-2207 (2000) Contiweb Ecotherm type ECC121-102R-NG single-pass natural gas fired drying oven, serial number WH115-ECC01251 (2009) with in-built afterburner JetWeb inline pattern gluer, no 9851/30 (2001) with ComCon control Double extraction fan six-roll chill unit silicone applicator Rotoman plate bender no 27574 (1998) UV Anilox coating unit, ink jet printing with 2 x Domino Solo 5 Auto, 1 x Solo 5/5 Auto generators and two heads Wallace Knight UV six-lamp unit no 2194 with Dayton extraction fan Slitting and turner-bar superstructure with main and mini-V former to folder Planatol CombiJet 8Mod gluing and remoistening system, register and cut-off control systems VITS type QRO 630 x 1000 sheeter no 806 (2001) Faist acoustic enclosure GrafiKontrol, press consoles and associated software <i>Rotoman N Press in-line finishing comprising</i> Ruma System RS230 twin stream post press interconnecting conveyor system no 231-1115 (2001), complete with, two trimming stations, joggers, diverters and bumpers, switchgear, controls and ancillary equipment AMG type KL2000 stacker serial number 015 (2001) complete with type EB2000 pneumatic bundle blocking unit (2001) Mosca RO-TR500-4 automatic strapping machine no 64946 (2001) Mosca model RO-TRJ-4 automatic strapping machine no, 64947 Mosca RO-M-P5 strapper no 87801 (2007) Civiemme ST420/100DX automatic vertical log stacker Serial number 013601711 (2001) with Signode automatic strapper, bundle rollers and tilt table Fanuc System RJ-3 automated pick and place palletising robot complete with powered roller transfer, take off and pallet hopper <i>Lithoman No. 1 Web Press Line (2005) comprising:</i> Megtec twin feed web slicer stand with reel handling system web aligner, light guards and Mettler Toledo digital weigh scales Integrated web infeed and web catcher MAN Roland Lithoman IV 64/72pp four-colour web printing press Serial number 28037 / 4080493 (2005) (736,884,000 impressions) maximum web width.1998mm, cut-off 620/1240mm Arcade print control system, Elettra Fastwash LIV2015 8 blanket wash no 909-1452 (2005), Technotrans delta d and spinclean d dampening water system, Baldwin roller wash and QTMS print control management software Megtec type DDTNV 15 3-2083 1980mm web width natural gas single-pass drying oven Serial number 0158SV/JN117973 (2005) with in-built afterburner Six-roll chill unit Varn silicone applicator unit </p>

Company	Description of Plant & Machinery
Wyndeham Peterborough Limited	<p>Graphic Microsystems Color Quick close loop colour system Slitting and turner-bar superstructure with ribbon delivery cylinder bank, Planatol CombiJet 8Mod gluing and remoistening system, E+L web guide, register and cut-off control systems Faist acoustic enclosure, GrafiKontrol, press consoles and associated software <i>Lithoman No 1 Press in-line finishing comprising</i> Civiemme twin stream post press interconnecting conveyor system complete with joggers diverters and bumpers, switchgear, controls and ancillary equipment Paramount extraction fan and cabinet with 12" ducting Civiemme type ST8000/120DX automatic vertical log stacker no 015441431 (2005) complete with Signode automatic strapper Civiemme type ST8000/120DX automatic vertical log stacker no 015441432 (2005) complete with Signode automatic strapper Civiemme type PL86 Dual automatic palletiser no 015442321 (2005) complete with bundle automatic transport system and pallet hopper Two roller sections, tilt table and three bundle conveyors</p> <p><i>Minor items in web press department including:</i> Lantech Q300 rotary stretch pallet wrapping machine no 0M010423 Nilfisk SR1000S ride-on sweeper Rima RS3010SL 13 " stacker no. 305040-10 (1998) Pakseal M30 strapper no 3198 (2001) Pakseal E2000 strapper no 2965 Payne 2000kg pallet inverter serial number 1402 (1997) PowerRam portable ink mixer Various minor equipment and furniture</p> <p><u>Offices, Locker Room and Staff Room</u> Minor equipment, furniture and furnishings</p> <p><u>Side Yard - Outside</u> <i>Paramount Waste and Dust Extraction comprising:</i> Enclosed blow/chop fans Conical based dust collection hoppers and scrubbing vessel to twin discharge chutes (compactors third party owned) POR Ecomec Junior Rasch briquetting machine erial number CE4234 (2010) Associated ducting and controls for the extraction plant</p> <p><i>Cooling and Associated Plant</i> Carrier 30RA-160-B1370-PEE packaged water chiller Serial number 12Q804715 (2008) Rother Boiler Co 5 5 bar water boiler Serial number 266633 (1996) complete with two associated pumps Carrier 30RA-160-B0369-PEE water chiller no 12N500712 (2005) Four Carrier type 09GE CA234 12 0969V 136 twelve fan packaged water chillers Three Carrier ten fan packaged water chillers Four Flowserve MEN200-150-315L pumps (year 2012) and water boiler system Two steel 40' shipping containers</p>

Company	Description of Plant & Machinery
Wyndeham Peterborough Limited	<p>Two stainless steel remote ink supply units piped through wall</p> <p><u>Rear Yard - Outside</u> <i>Paramount Waste and Dust Extraction (2008) comprising:</i> Enclosed blow/chop fans Conical based dust collection hoppers and scrubbing vessel to twin discharge chutes (compactors third party owned) POR Ecomec Junior Rasch briquetting machine Serial number CE4174 (2008) Associated ducting and controls for the extraction plant</p> <p><i>Impact Waste and Dust Extraction comprising:</i> Enclosed blow/chop fans Four Snail fans Two Impact dust collection hoppers and scrubbing vessels each with twin discharge chutes (compactors are third party owned) Extraction dust hopper and two Impact dust filter units Minor items</p>
Wyndeham Limited	<p><u>Roche Yard – Outside</u></p> <p>Two Carrier model 30RH-160-130458-PEE twin fan packaged heat pumps, serial numbers 12U812820 (2008) and 12Z420073 HC Coils BV4500 fourteen fan forced dry air cooling system no 74839 (2014) HC Coils NDV14600 six-bar forced dry air cooling system no 74840 (2014) Carrier model 30RA-160-B0346-PEE twin fan packaged chiller Serial number 12Z420072 (2005) Carrier model 30GX-182-A0409-PEE eight fan packaged water chiller, serial number 12N500843 (2005) Carrier six fan packaged water chiller Carrier model P11432-EE ten fan packaged water chiller Serial number 12Y418857 (2004) <i>Paramount Waste and Dust Extraction from Web Presses comprising</i> Enclosed blow/chop fans Conical based dust collection hoppers and scrubbing vessel to three discharge chutes (compactors third party owned) POR Ecomec Junior Rasch briquetting machine Serial number CE3022 (2005) Associated ducting and controls for the extraction plant Twin fan packaged water chiller (to switch room) Carrier model 30XA0702-0124-PEE twelve fan packaged water chiller, serial number 12Q903468 (2009) Carrier model 30GX-182-A0197-PEE eight fan packaged water chiller, serial number 12U238892 (2002)</p> <p><i>Waste and Dust Extraction from Bindery and Guillotines comprising</i> Neu Engineering 77 55 chop fan, serial number STD 1026 Airmat chopper fan Paramount waste and dust extraction conical based dust collection hoppers and scrubbing vessel to discharge chutes (compactors third party owned) POR Ecomec Junior Rasch briquetting machine, serial no CE3023 (2005)</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p data-bbox="523 331 1319 398">Associated ducting, vacuum pumps and controls for the extraction plant</p> <p data-bbox="523 427 1299 613"><i>SS8 Waste and Dust Extraction comprising</i> Neu Engineering 77 42 WH chop fan Serial number STD 942 (1995) Delta Neu Jetline V dust collection hoppers and scrubbing vessel to twin discharge chutes (<i>compactors third party owned</i>) Associated ducting and controls for the extraction plant Minor items outside</p> <p data-bbox="523 651 751 680"><u>Compressor House</u></p> <p data-bbox="523 712 1315 1272">Domnick Hunter ES2600 oil/water separator Atlas Copco GA90 13 bar packaged screw air compressor Serial number API 610064 Atlas Copco GA90VSD Workplace Air System packaged screw air compressor Serial number AII497006 (2004) Atlas Copco GA90 10 bar packaged screw air compressor Serial number AIF 0945585 (2004) Kaeser Select AirCenter ASK35 packaged screw air compressor Serial number 1145 (2008) complete with oil/water separator Atlas Copco FD560 packaged air dryer Serial number AIQ 751052 (1999) Two Domnick Hunter inline compressed air filters Abbott 10 5 bar welded steel vertical air receiver Serial number A44750 (1999) Atlas Copco GA22FF packaged screw air compressor Serial number AII286007 (2008) Two water holding tanks (one for RO and one for town water), filters and two Grundfos chiller pumps</p> <p data-bbox="523 1310 778 1339"><u>Mailing Department</u></p> <p data-bbox="523 1346 1331 1998"><i>Sitma 950E Inserting and Polywrapping Line (2005) comprising:</i> Sitma model 668 main product shuttle feeder no 748 (2005) Sitma model 525N feeder base no 161 (2005) Sitma model 161AS automatic loader no 143 (2005) Five Sitma rotary inserter feeders on model 528NP-3 conveyor no. 151 (2005) Sitma 526NP3 conveyors (2005) to 571NF inkjet reception base no 44 (2005) Domino Jetarray single head inkjet printing system with Editor GT control console and software Sitma model 950-E Poly-Papermatic paper and film wrapping and sealing machine no 399 (2005) with guillotine and fold with film reel unwind stand and Siemens Simatic OP27 control Sitma 584N pack separation elevating conveyor Serial number 1101 complete with powered extilreject belt conveyor Sitma model 769-RWY compensating stacker and pile turner, serial number 317 (2005) Sitma model 789-P stacker serial number 296 Toshiba SX-4 label printer Mosca TR500-4 strapper, serial number 90136 Mosca type RO-TRI-5 fully automatic strapper, serial number 90139</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>(2008) complete with mobile roller take off table</p> <p>Sitma 950E Inserting and Polywrapping Line (2006) comprising: Sitma model 668 main product shuttle feeder no 792 (2006) with automatic loader Sitma model 525N feeder base serial number 181 (2006) Five Sitma rotary inserter feeders on model M3-1F-21 conveyor no 510 (2006) Domino Jetarray single head inkjet printing system complete with Editor GT control console and software Sitma model 950-E Poly-Papermatic paper and film wrapping and sealing machine, serial no 421 (2006), with guillotine and fold with film reel unwind stand and Siemens Simatic OP27 control Sitma 584N pack separation elevating conveyor, serial no 1109 complete with display and powered exitreject belt conveyor Sitma model 609REW side sealing unit, serial number 75 (2006) Sitma model 769-RWY compensating stacker and pile turner Serial number 324 (2006) complete with powered belt take off conveyor and powered roller conveyor Toshiba SX4 label printer Mosca RO-TR500-4 strapper no 90137 (2008) Mosca type RO-TRI-5 strapper, no 90138 (2008) with mobile roller take off table Bramidan PES type 4-0550 waste baling press no 0103421 (2003) Sitma 835AF12 sleeve wrapper no 986 (2003) with C-740T heat tunnel no 453 (2003) Strapex 606 pallet wrapper no 5255 (2001) Lantech Q300 pallet wrapper Minor items in the mailing department including three Mosca strappers, two 3M-Matic tapes, various equipment and furniture</p> <p><u>Mezzanine</u> <i>Air Compressor Equipment Including:</i> Atlas Copco GA75 10 bar packaged screw air compressor Serial number AII467777 (1999) Abbott & Co 1,000 litre welded steel vertical air receiver Serial number 57615 (1991) Two Atlas Copco inline compressed air filters Atlas Copco FD511 packaged air dryer, serial number 500709 Domnick Hunter SE2030 filter and OS-500 oil/water separator Minor equipment and furniture on mezzanine</p> <p><u>Stitching Department</u> <i>Muller Martini Prima AMRYS Saddle Stitching Line (1) comprising:</i> Overhead gantry system with fitted Demag 250kg rails and two manual cross travel rails each with Demag hoists and two Muller Martini 0277 0401 log lifts Five Muller Martini type 3736 stream feeders, no 560 272 (2002) Eight type 0370 0401 gatherer feeders no MMZO 559031 (2002) Type 1529 0416 cover feeder no NN10697 Z0559032 (2001) Muller Martini Prima AMRYS type 0390 0410 twin-head wire saddle stitching machine serial number MMZO 559031 (2002) Type 0390 0410 gate diverter station</p>

Company	Description of Plant & Machinery
Wyndeham Limited Roche	<p>Muller Martini three knife trimmer no MMZO 559031 (2002) complete with powered band conveyor section</p> <p>Muller Martini Onyx type 6287 six-station inserter no 67607-9 (2001) with type 6274 and type 6208 powered belt transfer conveyors and further belt transfer conveyor to</p> <p>Muller Martini Pratico type 7524 0402 compensating counter stacker no MMZO559031 with Segbert bundle blocker</p> <p>Schneider Ozga Pakseal M30 strapper no 3190 (2001)</p> <p>Sitma model 835AF12 automatic sleeve wrapping machine no 962 (2002) with powered roller infeed, Sitma C-740T hot air shrink tunnel no 438 (2002) and powered belt delivery conveyor 90 degree bend powered belt transfer conveyor</p> <p>Schneider Ozga Pakseal M30 strapper no 3197 (2001)</p> <p>Muller Martini Cohiba type 1228 0401 automatic palletising machine no NN41511 (2008) with Muller Martini 6232 SC13 alignment station no MMVZ1258252-1010 (2007), Solema turning station no 10143 (2007), compensating stacker, infeed, powered transfers and pallet hopper</p> <p><i>Muller Martini Prima AMRYS Saddle Stitching Line (2) comprising:</i></p> <p>Overhead gantry system with fitted Demag 250kg rails and two manual cross travel rails each with Demag hoists, Muller Martini 0277 0401 log lifts nos 99 29584 and 91 06117 (1997)</p> <p>Eight Muller Martini 3736 stream feeders (2002)</p> <p>Eight type 0370 0401 gathering and feeder stations, serial nos MMZO593959 (2002) and type 1529 0416 cover feeder serial no N11677 (2002)</p> <p>Muller Martini type 0333 0426 thickness tester module Serial number MMZO 593959 (2002)</p> <p>Muller Martini Prima AMRYS twin-head wire saddle stitching machine no MMZO5 93959 (2002)</p> <p>Gate diverter station</p> <p>Muller Martini three knife trimmer complete with powered band conveyor section, and diverter station</p> <p>Muller Martini transfer station no 67611-11 (2002)</p> <p>Muller Martini Onyx type 6287 six station inserter Serial number 67611-9 (2002)</p> <p>with powered belt transfer conveyor and diverter station</p> <p>Muller Martini type 7254 0402 Pratico compensating counter stacker no MMZO 593959 (2002) with bundle blocking unit</p> <p>Schneider Ozga Pakseal M30 HS strapper no 3583 (2002)</p> <p>Powered roller conveyor</p> <p>Sitma 835AF12 automatic sleeve wrapping machine with Sitma C-740T hot air shrink tunnel serial number 439 (2002)</p> <p>90 degree bend powered belt transfer conveyor to straight one</p> <p>Schneider Ozga Pakseal M3000 strapper no 1951 (1997)</p> <p>Segbert ZPA80/35 automatic palletising machine no 96 complete with infeed, powered rollers, buffer and pallet hopper</p> <p>Minor items in stitching department including Schneider Ozga M30 stapper no 1772 (1998), diamond lapping tool, various equipment and furniture</p> <p>Bindery and Finishing Department</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>Schneider Guillotine Line comprising: Schneider Senator Profiline PL2 O-H pile lift Serial number P-6852081 (1998) Schneider Senator Profiline 0077 jogger air float table Serial number 380-420 (1998) Schneider Senator 115H type TSC S Line paper guillotine, serial number M-115H-005-03120-07 (1997) complete with air float table and light guards Schneider Senator Profiline RS model SR0059 pallet restacker Serial number M-0510-005-03/05-08 (1998)</p> <p>Wohlenberg Guillotine Line comprising: Baumann type NUP-650 pile lift, serial number 52 723 Baumann BSB8L table jogger no 211 848 with air float table Wohlenberg type 115 paper guillotine, no 3750-008 (2000) with air float table and light guards Baumann BA3N pallet restacker, serial number 1417</p> <p>MBO Folding Line 1 comprising: MBO T72-FP76 flat pile feeder, serial number 920613828 with Vaculift vacuum and Danelec batch counter MBO T72-1-72/4 four-plate fold unit, serial number 920613828 MBO T72-2-72/4 four-plate 2" fold unit, serial no 920613828 MBO B26-2-26/4 four-plate 3rd fold unit no S06/20</p> <p>MBO Perfection Folding Line 4 comprising: MBO T800-FP800/95 rotary continuous feeder no 000319376 MBO T800-1-82/6 six-plate folding unit no 000319376 complete with Rapidset and MC-Control MBO T800-2-82/4 four-plate 2" fold unit no 000319376 MBO T800-3-56/2 two-plate 3rd fold unit no 000319376 MBO SBAP 82 ME presser stacker no 00 02 19 318</p> <p>Stahl Folding Line comprising: Stahl PD78-T pile lift and stacker feeder no 81569-24103 Stahl TD78/4-4-2PD2 four-plate folder no 81569-241033 Stahl 2 TD66/4 T four-plate 2" fold unit no 81569-241033 Stahl 3 TD56/2-T two-plate 3rd fold unit no 81569-241033 Stahl SBP 44 D-MKE D presser stacker no 81569-241512 Stahl VFZ52 D knife fold unit (<i>not connected</i>) MEYER/THANDO type 105 AV pile turner no 38 (1998)</p> <p>MBO Folding Line 2 comprising: Continuous feeder table complete with Danelec batch counter MBO B26-C folder continuous rotary feeder no K 12/59 MBO B26-1-26/4 folder, no K 12/59 Type A76 mobile shingle delivery no 900112241</p> <p>Muller Martini Corona Binding Line (6) comprising: Overhead gantry system with fitted Demag 250kg rails and five manual cross travel rails each with Demag hoist Five Muller Martini 0277 0401 40 log lifts serial nos 91 06117 (1997), MMZO 593959 (2002) 91 03735 (1995), MMZO 278913410</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>and unbadged</p> <p>Nineteen type 3736 stream feeders (1997)</p> <p>Muller Martini type 3681 28-station gathering and feeder line complete with Robatech card gluer, waste segregation channel and inline conveyor feed</p> <p>Muller Martini 3714 reject station no 94 01936 01 (1997) complete with powered belt reject transfer conveyor</p> <p>Muller Martini type 3641 and 3643 spiral raceway transfer station interconnected to binder, serial number. 94 01936</p> <p>Muller Martini type C18-41ZG Corona 41-clamp perfect binding machine, serial no 94 01936 (1997) with two back-gluer, each with Premelter 80 glue tank, one side-gluer with Premelter 40 tank and cover feeder</p> <p>Muller Martini 3621 0032 diverter gate with reject belt conveyor</p> <p>Muller Martini 3620 0540 inclined belt conveyor no 94 01936 (1997)</p> <p>Muller Martini Zenuth S type 3672 three knife trimmer Serial number 94 01699 (1996) with collating, Robatech Concept RO premelter glue unit, 6214 forwarding divert gate and powered roller transfer conveyor</p> <p>Muller Martini Onyx six station inserter with powered belt transfer conveyors</p> <p>Muller Martini type 3631 CB16 compensating counter stacker Serial number 94 01936 04 (1997) with 6214 transfer unit</p> <p>Schneider Ozga Pakseal M30 strapper (to sleeve wrapper or)</p> <p>HAT-8P belt conveyor system</p> <p>Muller Martini 6200 / 6208 diverter gate station no 47487 (1997)</p> <p>Muller Martini 6214 transfer station</p> <p>Muller Martini type 3631 CB16 compensating counter stacker Serial no 94 01936 05 (1997) with Segbert bundle blocking unit</p> <p>Schneider Ozga Pakseal M30 strapper no 2618 (1999)</p> <p>Twin lane powered belt transfer conveyor</p> <p>Type 6208 conveyor no 43895-2 (1997)</p> <p>Muller Martini type 6257 900 9 automatic sleeve wrapping machine, serial number 43895-6 (1997) with Shuttleworth transfer conveyor</p> <p>Muller Martini 6216/6264 hot air shrink tunnel no 43895-3 (1997)</p> <p>Mosca strapper</p> <p>Two FERAG Easy Strap ES-35 automatic strappers Serial numbers 37981071 000 (2002) and 37981071 001 (2002)</p> <p>Segbert ZPA80/35 automatic palletising machine no 97 with DK infeed, powered rollers, buffer, PT pallet hopper</p> <p><i>Muller Martini Corona Binding Line (7) comprising:</i></p> <p>Overhead gantry system with fitted Demag 250kg rails and four manual cross travel rails each with Demag hoists and four Muller Martini 0277 0401 log lifts, serial nos 91 06551 (1997) x 2, 99 29584 and 99 30195</p> <p>Sixteen type 3736 0009 stream feeders 10 x Serial number 94 02153 (1997) 6 x Serial number 94 01936 01/02 (1997)</p> <p>Muller Martini type 3681 24-station gathering and feeder line no 94 02153 (1997) with two Robatech Roba 30 card gluers and waste segregation channel and inline conveyor feed</p> <p>Muller Martini type 3714 reject station no 94 02153 with powered belt reject transfer conveyor</p> <p>Muller Martini type 3641 / 3643 spiral raceway transfer station no</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>Roche</p> <p>94 02153 interconnected to binder Muller Martini type C18-41ZG Corona 41-clamp perfect binder, serial number 94 02153 (1997) with two back-glue units, each with Premelter 80 tank, one side glue unit with Premelter 40 tank and cover feeder station Muller Martini 3621 0037 diverter gate complete with reject belt conveyor HAM-5P / 3620 belt conveyor system Muller Martini Zenith S type 3672 three knife trimmer, serial number 94 02153 02 (1997) with trim extraction, collating, 6214 forwarding divert gate and inclined conveyor delivery Muller Martini CB16 type 3631 compensating counter stacker, Serial number 94 02153 02 (1997) Segbert VB95 bundle blocking unit, serial number 179 Belt conveyors and transfer stations Muller Martini Onyx type 289 0400 seven station inserter, serial no 91 06706 (1997) with powered belt transfer conveyors Muller Martini type 6208 powered belt transfer conveyor Muller Martini CB16 type 3631 compensating counter stacker Serial number 94 02153 03 (1997) Muller Martini type 6200 diverter gate station no 47490-5 Schneider Ozga Pakseal M3000 strapper no 1950 (1997) Muller Martini type 6214 automatic sleeve wrapping machine, serial number 45722-3 (1997) with rejector unit Muller Martini FK1-200 hot air shrink tunnel no 189912-8 (1991) Type 6214 powered belt transfer conveyor no 83023-1 (2004) Schneider Ozga Pakseal M30 strapper no 3192 (2001) Two powered belt transfer conveyors Segbert ZPA automatic palletising machine, serial number 117 with dK infeed, powered rollers, buffer and pallet hopper</p> <p>Muller Martini Corona Binding Line comprising: Overhead gantry system with fitted Demag 250kg rails and three manual cross travel rails each with Demag hoists Three Muller Martini 0277 0401 log lifts Separate L-shape crane gantry with one manual Demag 500kg rail and hoist Eleven Prim Hall PHL-757 stream feeders Two Robatech Concept 4 pre-melt glue units Muller Martini 12-station gathering and feeder line with waste segregation channel Eltex KNH34 high voltage generator anti-static unit Muller Martini type 3641 book thickness control module, serial no MMFE 263303 (1997) Muller Martini triple station jogging and separator module, serial no MMFE 263303 (1997) Muller Martini type C18-41 Corona 41-clamp perfect binder, serial no MMFE 263303 (1997) with two back glue units, each with Premelter C801CS tank one side glue unit with tank and cover feeder Muller Martini 3621 diverter gate no MMFE 263303 with reject belt conveyor Muller Martini type 3520 cooling belt conveyor system, serial no MMFE 1499612170 (2008) with reject belt conveyor, serial no</p>

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Wyndeham Limited	<p>Roche</p> <p>MMFE 1499612/230 (2008) Muller Martini Zenith S type 3672 three knife trimmer, serial no MMFE 263303 (2000) with trim extraction, collating and forwarding divert gate Exit route 1 from trimmer Powered belt delivery transfer conveyor Muller Martini 3631 Pratico compensating counter stacker no MMFE 263303 (2000) complete with reject belt conveyor Schneider Ozga Pakseal M30 strapper no 2708 (2000) Three powered belt transfer conveyors Sitma type C-960 automatic sleeve wrapping machine no 301 (2000) and Sitma 0560 hot air shrink tunnel no 193 (2000) Powered belt transfer conveyor to diverter gate station Schneider Ozga Pakseal M30 strapper Powered belt transfer conveyor to diverter gate station Two Transnorm 90 degree bend powered belt transfer conveyors Mariani automatic palletising machine no 0440Q4 (2000) with compensating stacker, up and over conveyor, infeed, access gantry, powered rollers, pallet scissor lift and pallet hopper Exit route 2 from trimmer 90 degree bend powered belt transfer conveyor Powered belt inclined transfer conveyor Muller Martini type 0308 0401 four-station inserting machine no 266015 (2000) with four VP/07 inserting stations, and belt conveyors leading back to Sitma C-960 Cyklop Auto type XP-112MVB-S/S7 CFM-1 top sheet inserter and strapping system, serial number 72018226 Matco SLC rotary stretch pallet wrapping machine serial number MA- 04606 (2004) Strapex type 606 rotary pallet stretch wrapping machine serial number 5305 (2001) complete with pallet turntable Minor equipment and furniture in bindery and finishing department</p> <p><u>Pre-Press Department</u> Man Roland Lithoman plate punch, serial number 28008 (2005)</p> <p><u>Platesetting Line 1 comprising:</u> Agfa Xcalibur VLF-XT CTP platesetter, serial number 638 (2004) complete with Neslab Merlin M33 Thermo control and RIP server Agfa Autolith / Glunz & Jensen TP150 plate processor, serial no 9581009601-04/J Agfa plate stacker</p> <p><u>Platesetting Line 2 comprising:</u> Agfa Xcalibur VLF-G CTP platesetter, serial number 666 (2005) Agfa Autolith / Glunz & Jensen TP150 plate processor, serial no 9581009602-04/J Plate stacker</p> <p><u>Platesetting Line 3 comprising:</u> Creo Lotem 800 Quantum 'squarespot' automated high throughput 8 page CTP platesetter, no 0228-112985101 (2002) with CreoScitex universal debris removal cabinet and RIP server</p>

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Wyndeham Limited	<p data-bbox="555 315 1342 533">Kodak Polychrome Mercury plate processor, serial no ME8367 Plate stacker Allowance for computer room network racks, servers, Apple MAC processors and PCs associated with the pre-press and CTP Canon iPF9000S wide format printer Epson Stylus Pro 4880 wide format printer (2008) Minor equipment and furniture in pre-press department</p> <p data-bbox="555 566 802 595"><u>Printing Department</u></p> <p data-bbox="555 595 1342 1211">MAN Roland 700 Sheetfed Printing Line comprising: MAN Roland type R710 38 PLV Hi Print ten-colour 720mm x 1 040mm perfecting (5 back 5) plus coater sheetfed offset lithographic printing press, serial no 33033 (2008) (145,824,966 impressions) with Elevating pile feed Ten printing units Aqueous inline coater station with Roland Seccomatic control Automatic plate change IR drying Grafix Cantronic 3000 powder coating Hi-Pile sheet take off delivery Two Atlas Copco welded steel vertical air receivers Becker vacuum pumps I compressed air system Technotrans dampening system MAN Roland printing control console Graphometric FM19 colour measuring control system Avery Weightronix platform digital weigh scales Intech PSA1100 pile turner, plate punch, viewing cabinet and densitometer</p> <p data-bbox="555 1245 1342 1525"><i>Steinemann Colibri 102 Varnishing Line comprising:</i> Mabeg high pile sheet feeder and delivery table Sherman GX4OR Corona treatment system Compressor pump and snail fan Steinemann wet UV varnishing machine no 304155 (1994) complete with conveyor Steinemann type 6542 B431 four lamp UV dryer with overhead lamp canopy Mirus Ableger 1A102 high pile sheet take off stacker no 94222</p> <p data-bbox="555 1559 1342 1738"><i>MBO Folding line No.5 comprising:</i> MBO T-700C feeder no S12/11 MBO T-700-1-68/6 six-plate folding machine no S12/11 with MCC3 batch counter Palamides BA700 stacker with PL700 bundler no 0500 (2000) MBO T-700-2-68/4 four-plate 2nd folding unit (not in use)</p> <p data-bbox="555 1771 1342 1928"><i>Komori 38 Web Press Line (Press Line 5) comprising:</i> Megtec 5000 1020mm web width twin feed web feed stand with static web splice, reel handling system, DSA infeed and web aligner/leveller, light guards and Demag hoist Baldwin web catcher and JetWeb UV coater</p>

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Wyndeham Limited	<p data-bbox="523 320 1300 817"> Komori 38 type LR-638 1625S11 six-colour web-fed offset lithographic heat-set printing press serial number 103 (1999) (1,527,666,958 impressions) with Hydrair ink systems Arcade print control system, 1ST UV drying, blanket wash, Technotrans delta d dampening water system, RGP reverse osmosis water systems tank and Color Quick QTI System closed loop colour system Megtec Dual Dry TNV 10-8/1066 965mm width natural gas drying oven, serial number 0022-SV (2000) with afterburner JetWeb KUHLWALZE six chill roll stand Technotrans silicone applicator unit Automated folder superstructure VITS Rotocut type QR0 625 x 1000 sheeter, no 715 (1999) Faist acoustic enclosure Komori print control consoles and associated software including QTMS print control management software </p> <p data-bbox="523 846 1300 1220"> <i>Komori 38 Press in-line finishing comprising:</i> Rima Systems multi stream post press interconnecting conveyor system complete with joggers, diverters and bumpers, switchgear, controls and ancillary equipment Rima System RS-3110SL 13" counter stacker, serial number 315882-10 (2000) with powered take off belt conveyor Civiemme type ST420/120W-SX automatic palletiser, serial number 911861721 (2000) with rollers and tilt table Mettler Toledo digital platform weigh scales Fanuc System RJ-3 type AOSB-2405-B010 multi axis pick and place palletising robot, serial number E99X00951 (1999) with robot control pad </p> <p data-bbox="523 1249 1300 1809"> <i>Lithoman No. 6 Web Press Line comprising:</i> MAN Roland Lithoman plate bender serial number 28338 (2009) Megtec DLC3200 twin web feed no 0128DJ (2004) with flying splice, reel handling system, GrafiKontrol web scan, light guards Integrated web infeed and web catcher MAN Roland Lithoman IV 64/72pp four-colour web fed offset lithographic heatset web printing press, serial no 4080472 (2005) (1,270,293,000 impressions) Blanket wash, Technotrans spinclean d and delta.d dampening water system and Baldwin roller wash Megtec Dual Dry TNV 15 3/2083 natural gas drying oven, no 0157 SV/JN 117974 (2005) with afterburner Six chilled roll stand, Weko silicone applicator and Cornbijet 8Mod Planatol gluing system MAN Roland automated folder superstructure Faist acoustic enclosure MAN Roland print control consoles and associated software, including QTMS print control management software </p> <p data-bbox="523 1839 1300 1953"> <i>Lithoman No.6 Press in-line finishing comprising:</i> Civiemme multi stream post press interconnecting conveyor system complete with overhead conveyors joggers, diverters and bumpers, switchgear, controls and ancillary equipment </p>

Company	Description of Plant & Machinery
	<p>Two Civiemme type ST8000/120DX automatic vertical log stackers, no 01543143 1 (2005) with Signode strappers Civiemme PL86/120 Dual automatic palletiser, no 015432321 (2005) with bundle automatic roller transport system, tilt table and pallet hopper</p> <p><i>Lithoman No. 7 Web Press Line comprising:</i> Megtec DLC3200 twin web feed no DJ1037 (2009) with flying splice reel handling system, GrafiKontrol web scan, light guards Integrated web infeed and web catcher MAN Roland Lithoman IV 64/72pp four-colour web-fed offset lithographic heatset printing press, no 28338/4080654 (2009) (679,655,000 impressions) Arcade print control system, Lithoman 2 temperiser, Elettra Fastwash blanket wash, Technotrans spinclean d dampening system and Grafikontrol web scanner Megtec type RTO 15 6-2133 natural gas drying oven, serial no DR1004-JN2101927 (2009) with afterburner Six chilled roll stand and Weko silicone applicator unit MAN Roland automated folder superstructure complete with CombiJet 9Net Planatol folding and gluing support system Faist acoustic enclosure MAN Roland print control consoles and associated software, including QTMS print control management software</p> <p><i>Lithoman No. 7 Press in-line finishing comprising:</i> Civiemme multi stream post press interconnecting conveyor system complete with joggers, diverters and bumpers, switchgear, controls and ancillary equipment Civiemme type ST8000/120DX automatic vertical log stacker no 01689 143 2 (2008) with Signode automatic strapper Civiemme type ST8000/120DX automatic vertical log stacker no 01689 143 1 (2008) with Signode automatic strapper Civiemme PL86/120 Dual automatic palletiser no 01689 232 01 (2009) with bundle automatic transport system and pallet hopper</p> <p><i>Minor items in printing department including:</i> Four Pakseal strappers Karcher BD40/25C pedestrian controlled floor scrubber Various redundant equipment Tennant 5680 pedestrian controlled floor scrubber Clarke Vision 32I pedestrian controlled floor scrubber Four Technotrans ink pumps Approximately 105 bays of heavy duty steel pallet racking Cyklop pallet wrapper Genie GS-2632 mobile four-wheel scissor lifting platform truck Nationwide four-wheel boom cherry picker Various equipment and furniture</p> <p><u>Maintenance Workshop Department and stores</u> SIP Q7786 12" metal cutting bandsaw no 02052322 (2002) Q&S R2 radial arm drill Pennine PD625-64 pillar drill</p>

Company	Description of Plant & Machinery
	<p>Unbranded vertical milling machine Knuth Basic 170 Super gap bed centre lathe Colchester Triumph 2000 gap bed centre lathe, no 6-00041 6654 Sealey 50t capacity press Two Mig arc welding sets CLARKE Metalworker pedestal drill Creuson double ended pedestal grinder NUTOOL T66L bench grinder and sander PRESTOTIG 300AG tig welder Allowance for value of spare parts Minor items in maintenance workshop department and stores</p> <p><u>Printed Samples Room and Time Stamp Room</u> Minor equipment and furniture</p> <p><u>Administration Offices, Meeting Rooms and Kitchens</u> Minor equipment and furniture</p>
<p>Southern Print Limited</p> <p>Southern Print Limited</p>	<p><u>Unit 17</u></p> <p><u>Computer to Plate Department</u> 1 Creo Plate Line 2 comprising Creo Scitex model VLF TS Autoloader multi cassette unit no BAM039 (2001) Lytron MCS modular cooling system Creo Scitex Trendsetter 5880 AL digital plate setter with Dell Poweredge 830 server, APC Smart UPS 1000, Creo RIP and compressor Kodak Polychrome plate processor/developer no (not identified) Remondis end of line plate stacker/take off delivery</p> <p>1 Creo Plate Line 1 comprising Creo Scitex Trendsetter VLF Autoloader multi cassette unit no BAM010 (2000) Compressor and Polyscience chiller Creo Scitex Trendsetter 5880 AL digital plate setter with Dell Poweredge 830 server, Creo RIP, APC Smart UPS 1400 2000 Kodak Polychrome plate processor no (not identified) with Heights UK Ltd deletion table no DT 6276 (2003) End of line plate stacker/take off delivery</p> <p>1 Nela Hap 882 pneumatic plate punch no 52582 (2001) 1 Nela Hap 618/10 pneumatic plate punch no A 5585 (1997)</p> <p><u>Pre-press Server Room</u> 1 Apple G4 computer (Not in use) 1 Apple G5 computer 3 Dell personal computers 1 Communications rack with contents including Cisco switch 2 Apple servers Uninterruptible power supply unit 14-disc file server 2 9-disc file servers 1 Communications cabinet with contents including</p>

Company	Description of Plant & Machinery
Southern Print Limited	<p>Netgear switches Dell PowerEdge 2800 server 2 Uninterruptible power supplies Equipment under the desk including 2 Dell PowerEdge 2900 servers Creo server tape back up 2 Dell PowerEdge 6400 servers 1 Communications cabinet with contents including Dell PowerEdge 15FP rack console 3 HP Proliant DL380 each with six removable HD's Sundry minor items</p> <p>Pre-press Room 1x iMac computer 1x Dell Optiplex 960 personal computer 1x Dell Optiplex tower style personal computers 1x Xerox Phaser 7750 printer 1x Apple G5 computers each with Cinema display 1x Konica Minolta Bizhub C364e photocopier 1x Dell P4 personal computer 1x Epson Stylus PR07800 wide format printer Sundry minor items</p> <p>Main Production Areas 1 Heidelberg M600 6-colour web offset printing press (1999) Contiweb 2-positioned reel stand 6 Printing units with 630mm cut-off and 965mm web width MegTec Dual-Dry TNV 9 1/1066 gas-fired heat set oven no 0009-SB (1999) complete with afterburner Six cylinder chilling unit (1999) Accumulator rolls Jetweb Perforier Werk PW078 web printing unit no 9716/02 (1999) Jetweb Lackierwerk UV coating unit no 5037-01 (2005) Ryco Silcon Applicator Rotative folding unit no 161 (1997) Overhead gantry Vits Rotocut-S Sheeter Noise abatement enclosure Remote control console</p> <p>1 Civiemme ST100/A stacker no 911521091 with strapper 1 Civiemme PL86/100 palletiser no 911522211 1 Rota-Schneider RS-2VS/541 rotary trimmer no 455-1959 with TU/ST/540T-M900 bump turn unit no 584-1960 1 Rima RS-3010 SL 13-inch counter/stacker no 304104-10 (1996) 1 Rima RS-3010 SL 13-inch counter/stacker (<i>not connected</i>) no 304661-10 (1997)</p> <p>1 MBO folding machine (<i>not currently in use</i>) comprising MBO T72-R76 continuous feeder no 970616969 and MBO MCC3 batch counter MBO T72-1-72/6 fold unit no 970616969</p>

Company	Description of Plant & Machinery
	<p>Muller Martini 6214 transfer table no. 39127-3 (1996) MBO T72-2-61/4 fold unit no 970616969 MBO FA66-2ME counter stacker no 00 03 19 409</p> <p>1 Muller Martini Corona type C13/35 35-clamp perfect binding machine no MMFE 677220 (2003) ("84") with cover feeder and hot gluing system including 7 Type 3681 in-line signature feeders no 677220 (2003) fed by 7 Type 3738 log feeders nos MMFE720154 and 720153 (2003) 1 Type 3681 in-line feeder no MMFE323353 (2000) 1 Robatech card gluer (<i>disconnected</i>) 2 Pneumatic log hoists on 250-kg electric hoists and overhead runway 1 Type 3714 reject station no MMFE 677220/225 (2002) with bander and Eltex KNH34 anti-static 1 Type 3641 spiral raceway transfer no. MMFE 677220/245 (2003) 3 Type 3643 vibrating jogger stations nos MMFE 677220/266, 265 and 267 1 Type 3646 double separator binder feed/delivery unit no 677220 (2003)</p> <p>1 Corona Type 3621 35-clamp binder no MMFE 677220/780 (2003) with side glue tank and main glue tank 1 Premelter ICS C80 glue system no 123021 043 (2003) and side glue tank Fume extraction ducting 1 Zenuth S Type 3672 three-knife trimmer no MMFE677220/825 (2002) 1 Type 6287 Onyx two-station inserter no 75594-6 (2002) 1 Type 3631 CB16 stacker no 677220/1005 (2003) 1 SMB N3E strapper no N3 489 (2001) 1 Type 6257 film wrapper no 75595-3 (2002) with shrink tunnel 1 Type 6261 Cohiba palletizer no 75595-9 (2003) Transfer stations and conveyors</p> <p>1 Technotrans central bulk ink pumping station with 4 headed ink tanks and 4 mobile pumps</p> <p>1 Muller Martini Prima Plus automatic gathering, wire stitching and trimming line (<i>not currently in use, port dismantled</i>) with 4 type 0370 0450 automatic inline signature feeders no MNZO 917 874 (2005) 2 type 3738 mobile continuous bulk feeders no MMFE720153 (2003) and MMFE987484 (2005) type 0390 0450 wire stitcher no MMZO 917 874 with four stitching heads (2005) type 0449 0430 single copy 3-knife trimmer no MMZO 917 874 with trim extract point (2005) Inclined conveyor to either Pratico type 7524 0402 compensating counter stacker no MMZO 695915 (2003), or Onyx type 6287 three-station inserter no 873Q1-7 (2004) Compensating counter stacker</p>

Company	Description of Plant & Machinery
Southern Print Limited	<p>Type 6214 inline film wrapper no 87321-12 (2004) Type 6264/6216/6214 shrink wrap tunnel no 75595-5 (2002) <i>(not inspected)</i> 2004 3M Matic 700AS-E case sealer Transfer equipment and conveyors</p> <p>1 GUK type K50/4FL2-50 four-plate single knife folding machine no 46947 (2003) with Pile feeder MCS-106 electronic counter Integral delivery table 1 Guillotine Line comprising Knorr model L-1000-3W pallet lift table no 6652044 Perfecta 115 UC paper guillotine no 70284 with light guards and air float table, trim extract point Knorr model ABS-110-3-LSL pallet stacker no 7260005 (2002) Spare knives</p> <p>Minor items including: Ken Bay baler Genie aerial platform 2 Lantech pallet wrappers Pallet racking SMB N3EK strapper no. N3K 195 (2002) Ferag LS-35 strapper no 3798041702 200297 (2000) Redundant equipment</p> <p><u>Unit 19</u></p> <p><u>Bindery Department</u> Muller Martini Tempo saddle stitching line 1 comprising Overhead steel gantry complete with 4 Demag hoists and Muller Martini 1 ton clamps 6 Type 3738 stream feeders 8 Inline station feeders, card gluer and Robatech pre-melt glue unit Transfer conveyor Eltex KNH34 static generator Type 0410 0401 Tempo saddle stitching machine no MMZU 476995 (2001) Trimmer station Up and over conveyor Biliner 6-station inserting machine no MMVZ 476995 (2001) with 3 Type VP double feed stations no 476907 (2001) Type 7525-0403 Rapida stacker no MMZO 476995 (2001) SMB type N3E strapper no N3.379 (2000) Transfer belt conveyors Automatic film wrapper no 66256-95 (2001) 90 degree belt transfer conveyor Type 6216 heat shrink tunnel no 66256-95 (2001) SMB type N3E strapper no N3 490 (2001) Belt transfer conveyors Type 6261 pile turner no 66256-11 (2001)</p>

Company	Description of Plant & Machinery
Southern Print Limited	<p>Cohuba automatic palletiser with pallet stacker no 66256-95 (2001)</p> <p>1 Muller Martini Tempo saddle stitching line 2 comprising Overhead steel gantry complete with 4 Demag hoists and 2 Muller Martini 1 ton clamps 4 Type 3738 stream feeders 6 Type 0416 0420 inline station feeders 2 Type 0345 0410 cover feeders no 476995 (2001) Eltex KNH34 static generator Type 0410 0401 Tempo two-head saddle stitching machine no MMZO 476994 (2001) Type 0304 0410 three-knife trimmer no MMZO476994 (2001) Up and over conveyor Type 0308 0401 diverter station no 476906 (2001) Biliner inserting machine no MMVZ 4769942 with two type VP2 double inserting stations Type 7525 0403 Rapida stacker no MMZO 476994 (2001) SMB type N3E strapper no N3 455 (2001) Type 6214 lift table no 66262-3 Automatic film wrapper no 66262-95 (2001) 90 degree belt transfer conveyor Type FJ44-601 heat shrink tunnel no 20476-3 (1992) SMB type N3E strapper no N3 477 (2001) 90 degree belt transfer conveyor Belt transfer conveyor Lift table and transfer conveyor Type 71 1 pile turner no 66262-12 (2001) Cohuba automatic palletiser and pallet stacker no 66262-95 (2001)</p> <p>Sundry minor items including Lantech rotary stretch pallet wrapping machine complete with pallet turntable Single head stitcher Muller Martini 350kg mobile hoist no 476995 (2001)</p> <p><u>Unit 21</u></p> <p><u>Workshop</u> 1x Cebora Apollo 215 welding set 1x Sealey parts cleaning tank 1x RS 196-7112 double ended pedestal grinder 1x Elliot 00 X11921/U mulling machine 1x Clarke CBS45MC metal cutting horizontal bandsaw 1x Sealey YK15 15 tonne hydraulic press 1x Draper HD25/12BF pillar drill no 98020007 1x Colchester 5 x 20 Chipmaster lathe</p> <p><u>Main Press Hall</u> 1 Atlas Copco FD65 packaged air dryer (disconnected) 1 Welded steel vertical air receiver</p> <p>1 Inking System comprising Constructiebedrijf Verkouille 20,000 litre capacity conical bottom</p>

Company	Description of Plant & Machinery
Southern Print Limited	<p> vessel no A0064 (2001) 2 Technotrans ink pumps Constructiebedrijf Verkouille 15,000 litre capacity conical bottom vessel no A0065/3 (2001) Constructiebedrijf Verkouille 15,000 litre capacity conical bottom vessel no A0065/2 (2001) 2 Technotrans ink pumps Constructiebedrijf Verkouille 15,000 litre capacity conical bottom vessel no A0065/1 (2001) Ink delivery panel complete with Siemens Simatic P017 control Trace-heated bridge to Unit 17 Connections to presses </p> <p> 1 Heidelberg M4000 Sunday 48 page four-unit heatset web offset printing press (2001) cut-off 620mm, 1980mm max web width, in acoustic enclosure, comprising GS Contiweb type FMR1-16-146R two-roll flying splicer reelstand no F0680000 (2001) with festoon tensioning 4 — blanket-to-blanket perfecting printing units Automatic plate change Baldwin auto blanket wash Webcatcher with Lehner camera Technotrans Delta 0 and Aquador h 20 press-side dampening solution refrigeration and recirculating system Gas fired drying oven QTI closed loop colour control QTI register and cut-off control systems Chill-roll tower Silicone application Turner-bar superstructure and V-former A3 and A4 folder Planatol Combiyet Opimatic spine moistening and gluing system Delivery to Civiemme stacker/bundler system comprising Conveyors 2 - type ST420/120/T/S bundlers no 01319 1721 and no 01319 1722 each with Signode strapper Type PL86/120 dual palletiser no 013192321 (2001) Press haven Press control desks Auto plate punch bender </p> <p> 1 MAN-Roland Lithoman IV 64/72 page four-unit heatset web offset printing press no 4080418 (mostly 2003), cut- off 620mm, 1980 max web width comprising Megtec type DLC3200 two-roll flying splicer reelstand with reel transport system Automatic laser webbing up guide system and control 4 - blanket to blanket perfecting printing units Baldwin blanket wash Megtec Dual DRY RTO gas fired drying oven (2002) complete with integrated oxidiser Technotrans press-side dampening system </p>

Company	Description of Plant & Machinery
Southern Print Limited	<p>Six chill-roll unit Triton reader Quad Tech colour and cut off register systems Silicone application system CombiJet Optimat spine moistening and gluing system Turner-bar superstructure with V-former A3, A4, AS and Delta folder, Delivery to Civiemme stacker/bundler system comprising L-620 roller conveyor system, tilt table, 2 model ST420/120 SX-DX bundling machines no 014311721/2 each with Signode strapper, Type PL86 120 dual palletiser no 014312321/2 (2003) Pecom press management and diagnostic system Press haven Auto plate punch</p> <p>Minor sundry items including Lantech model Q300XT pallet stretch wrapper and pallet turntable no QX001726 Lantech model P300 pallet stretch wrapper and pallet turntable no QX002687</p> <p><u>Throughout</u> Design equipment, office furniture, office equipment, stores and sundry assets</p> <p><u>Outside</u> The paper waste trim extraction plant The chill water plant</p> <p>The compressed air installation serving Unit 17 with Ingersoll Rand Nirvana N110 Premium Efficiency air centre no 2800159 (2007) Atlas Copco CD280 air dryer no A10511235 (2003) Atlas Copco OSW10 filter Atlas Copco GA75 Work Place air system air centre no A11472956 (2001) Reversible air receiver HiLine Tundra 410 air dryer no 33-12MA11214 (2013) Beco Power OWAM86 air filter supply to Unit 17</p> <p>The compressed air installation serving Unit 21 with Atlas Copco GA37FF air centre no All 382764 (2002) Atlas Copco GA37FF air centre no All 382765 (2002) Atlas Copco GA37VSDF air centre no All 352126 (2001) 2 — Atlas Copco PD120 inline filters 2 — Atlas Copco OSW 55 oil/air separators Atlas Copco GA110 10 bar air compressor no AIF034383 (1996) Abbott 16 5 bar vertical air receiver no A45814 (2001) Double vertical air receiver tank with CD300 air dryer no AP1690994 (2008) and three filters Atlas Copco control panel by Airia Compressed Air Solutions</p>

Company	Description of Plant & Machinery
Southern Print Limited	<p>Piping and filters to ring main</p> <p>Minor items including two steel chemical safes</p> <p><u>Mobile Plant</u></p> <p>1 Caterpillar GC45K gas operated clamp truck no AT8701486 (2001) no Q371 GPR</p> <p>1 Jungheinrich EMB10 1 ton battery electric forklift stacker truck no MC03044865 (2003)</p> <p>1 Toyota model SM12S stacker truck no 435874AT</p> <p>1 Toyota model 7PM20 electric pallet truck no 429950AT</p> <p>2 Loc model Stacky S16V115HOP stacker trucks no 1494046, no 1494076</p> <p>1 BT/Toyota model Orion LWE180PPT electric pallet truck no 992720 (2007)</p> <p>1 Jungheinrich EMB10 1 ton battery electric forklift stacker truck no 90331177</p>
Wyndeham Limited	<p><u>Comms Room</u></p> <p>ADIC SCALAR i200 data communications twin bay tape archive cabinet</p> <p>with four LT02 tape drives, single monitor and switch control serial number CK7290ZUY2Q</p> <p>Turning Point Technologies sever tower containing</p> <p>MAC OSX server 'Southbank' serial number CK72902VV2Q</p> <p>MAC OSX server 'Catalyst' with 12 x 2 trb disk array</p> <p>IBM X series 346 'e-server' Intel Xeon server serial number KDIZP70 with 6 x disk array</p> <p>Riverbed Steelhead switch</p> <p>Riverbed Steelhead hub</p> <p>IBM System X 3950M2 model 7233 server serial number 99D3038 with 4 x 73 4 GB 15K drives and DVD drive</p> <p>Similar server serial number 99D3037 with similar equipment</p> <p>IBM system X 3850X5 server with 3 x 145 GB drives {for up to 8}</p> <p>4 IBM X series 346 'e-server' Intel Xeon server serial numbers 99DZX90, KDPMVN6, KDZWG21 and KDZWG23</p> <p>APC Smart - UPS 5000 with imperceptible power supply</p> <p>APC Smart - UPS RT3000 with interceptible power supply</p> <p>60" data communications cabinet containing</p> <p>IBM X series 346 'e-server' Intel Xeon server Serial number 99DZW71 with 3 x 73 4 GB 15K drives and APPLE monitor</p> <p>3 COM WX1200 wireless LAN switch 6- port</p> <p>3 COM VCX connect power supply, 8- port</p> <p>TYCO ELECTRONICS 'Interonte' switch 24 -port</p> <p>MINI 5 switch</p> <p>4 3 COM Console 19200 1000 Base X switches, each 48 - port</p> <p>136 - socket multi-port switch panel</p> <p>APC uninterceptible power supply</p> <p>3 APPLE MAC Mini 2 4 GHZ Intel Core Duo system units</p> <p><u>Proofing Room</u></p> <p>EPSON Stylus Pro 9890 44" roll-fed digital inkjet printer Serial number N7JE002823 with X-rite Spectroproofer and shared tower RIP</p>

Company	Description of Plant & Machinery
Wyndeham Limited	<p>EPSON Stylus Pro 9890 44" roll-fed digital inkjet printer Serial number N7JE002859 with X-rite Spectroproofer and shared HP ProLiant ML 350G6 tower RIP and monitor</p> <p>Similar printer serial number N7JE002983 with HP ProLiant ML350G6 Intel Xeon tower, RIP and monitor</p> <p>EPSON 4800 17" (A2) sheet fed digital inkjet printer Serial number GK7E033839 with shared HP ProLiant ML350G6 Intel Xeon tower, RIP and monitor</p> <p>EPSON Stylus Pro 4900 17" (A2) sheet fed digital inkjet printer Serial number MP2015501 with X-Rite Spectroproofer and shared HP ProLiant ML350G6 Intel Xeon tower RIP and monitor</p> <p>2 EPSON Stylus Pro 4900 17" (A2) sheet fed digital inkjet printers Serial numbers MP2E002544 and MP2E015455 each with X-Rite Spectroproofer and with shared HP ProLiant ML350G6 Intel Xeon tower RIP and monitor</p> <p>DELL Precision T5400 Intel Xeon tower management computer with GMG Proofcontrol software with ZEBRA TLP 2824 label printer mouse and keyboard</p> <p>DELL Precision T5400 Intel Xeon tower management computer with GMG Proofcontrol software with mouse and keyboard</p> <p>Studio</p> <p>9 APPLE MAC Mini 2 4 GHZ Intel Core 2 Duo mini system units ea OS X 10, each with Cinema HD monitor</p> <p>9 APPLE MAC Pro 2 8 GHZ Quad Core Intel Xeon tower system units, ea OS X 10, each with Eizo Flexscan widescreen monitor</p> <p>11 APPLE MAC Pro 2 8 GHZ Quad core Intel Xeon tower system units, ea OS X 10, each with Cinema HD monitor</p> <p>APPLE MAC Pro 2 66 GHZ Dual Core Intel Xeon tower system unit, OS X 10, with Cinema HD monitor ('Tech MacPro')</p> <p>APPLE iMAC 2 GHZ Intel Core 2 Duo desktop graphics computer with LCD display</p>
Wyndeham Limited	<p>Rhapsody</p> <p>7 APPLE MacBook Pro 2 3-2 9 GHZ laptop computers each with APPLE Cinema HD monitors</p> <p>APPLE Power MAC 2 66 GHZ Dual core Intel Xeon tower system unit with Cinema HD monitor OS X 10 ('Hasselblad')</p> <p>APPLE Power MAC 2 5 GHZ Power PC tower system unit, OS X 10 with Cinema HD monitor</p> <p>DELL 2 66 GHZ Intel Celeron tower PC, Windows XP, with flat panel monitor, keyboard and mouse</p> <p>HASSELBLAD H3D MkII digital studio camera and Foba precision floor stand and arm</p> <p>Cambo 5 x 4 large format studio camera with digital back, Leaf Aptus</p>

Company	Description of Plant & Machinery
	<p>11 electronic lens with remote control</p> <p>2 Elinchrom studio lighting power packs each for three lamps with flash units, umbrellas and reflectors</p> <p>2 Bowens Estima studio lighting power packs each for three lamps with flash units, umbrellas and reflectors</p> <p>FUJIFILM C-550 Lanovia 13" x 18" flat bed scanner (not in use)</p> <p>DELL Precision 490 Intel Xeon tower, mouse and keyboard</p>

Part 3: Charged Securities

Chargor Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Walstead Investments Limited	Rhapsody Limited	Ordinary	40,000	40,000 Ordinary Shares of £1 each
	Wyndeham Press Group Limited	Ordinary	52,210,648	52,210,648 Ordinary Shares of £0 20 each
	Southernprint (Holdings) Limited	Ordinary	158,649	158,649 Ordinary Shares of £1 each
	Walstead Newco3 Limited	Ordinary	1	1 Ordinary Share of £0 10
Wyndeham Press Group Limited	Wyndeham Gait Limited	Ordinary	16,761	16,761 Ordinary Shares and 15,927 Ordinary A Shares of £1 each
		Ordinary A	15,927	
	Wyndeham Grange Limited	Ordinary	740,586	740,586 Ordinary Shares of £1 each
	Wyndeham Heron Limited	Ordinary	16,165,026	16,165,026 Ordinary Shares of £0 01 each
Southernprint (Holdings) Limited	Southernprint Limited	Ordinary	6,000,001	6,000,001 Ordinary Shares of £1 each
Walstead Newco3 Limited	Wyndeham Roche Limited	Ordinary	100	100 Ordinary Shares and 160,000 3% Non-Cumulative Preference Shares of £1 each
		3% Non-Cumulative Preference	160,000	
Walstead Newco3	Wyndeham Peterborough Limited	Ordinary	2	2 Ordinary Shares of £1 each

Chargor Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Limited				

Part 4: Intellectual Property

Part 4A - Trade marks
None at the date of this Deed
Part 4B - Patents
None at the date of this Deed

Part 5. Relevant Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
None at the date of this Deed			

Part 6: Insurances

Chargor	Insurer	Policy number
Walstead Investments Limited	RSA	RSAP2768136200
Walstead Investments Limited	Ace	74UKC19842
Walstead Investments Limited	Talbot Syndicate	B1215L13C2568 0258
Walstead Investments Limited	Ace	UKCGNO00009112
Walstead Investments Limited	Allianz	NZ17345144
Walstead Investments Limited	AIG	10582090
Walstead Investments Limited	AIG	33682250
Walstead Investments Limited	RKH	54406

**SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO
RELEVANT CONTRACT**

To [Insert name and address of relevant party]

Dated [◆] 20[◆]

Dear Sirs

**RE: [DESCRIBE RELEVANT CONTRACT] DATED [◆] 20[◆] BETWEEN (1)
YOU AND [◆] AND (2) [◆] (THE "CHARGOR")**

- 1 We give notice that, by a debenture dated [◆] 20[◆] (the "Debenture"), we have assigned to [◆] ("RBSIF") all our present and future right, title and interest in and to [insert details of Relevant Contract] (together with any other agreement supplementing or amending the same, the "Agreement") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement
- 2 We irrevocably authorise and instruct you from time to time
 - (a) to disclose to RBSIF at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as RBSIF may from time to time request,
 - (b) to hold all sums from time to time due and payable by you to us under the Agreement to the order of RBSIF,
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by RBSIF from time to time,
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from RBSIF without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction, and
 - (e) to send copies of all notices and other information given or received under the Agreement to RBSIF
- 3 We are not permitted to receive from you, otherwise than through RBSIF, any amount in respect of or on account of the sums payable to us from time to time under the Agreement or to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of RBSIF

[Any licence back which has been permitted pursuant by RBSIF should be reflected here]
- 4 This notice may only be revoked or amended with the prior written consent of RBSIF
- 5 Please confirm by completing the enclosed copy of this notice and returning it to RBSIF (with a copy to us) that you agree to the above and that
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,

- (b) you have not, at the date this notice is returned to RBSIF, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify RBSIF promptly if you should do so in future,
 - (c) you will not permit any sums to be paid to us or any other person (other than RBSIF) under or pursuant to the Agreement without the prior written consent of RBSIF, and
 - (d) [you will not exercise any right to terminate the Agreement [or take any action to amend or supplement the Agreement] without the prior written consent of RBSIF.][If you make any attempt to terminate or amend the Agreement, you will liaise with and notify RBSIF as the proper counterparty under the Agreement and not us]
- 6 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To [◆]

[ADDRESS]

Copy to [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph 5 in the above notice

for and on behalf of
[Name of relevant party]

Dated [◆] 20[◆]

SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To [Insert name and address of insurer]

Dated [◆]] 20[◆]

Dear Sirs

[DESCRIBE INSURANCE POLICIES] DATED [◆]] 20[◆] BETWEEN (1) YOU AND (2) [◆]] (THE "CHARGOR")

- 1 We give notice that, by a debenture dated [◆]] 20[◆] (the "Debenture"), we have [assigned] to [◆]] ("RBSIF") all our present and future right, title and interest in and to the Policies (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies
- 2 We irrevocably authorise and instruct you from time to time
 - (a) to disclose to RBSIF at our expense without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policies as RBSIF may from time to time request,
 - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of RBSIF,
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by RBSIF from time to time,
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from RBSIF (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction), and
 - (e) to send copies of all notices and other information given or received under the Policies to RBSIF
- 3 We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies RBSIF's interest as loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above
- 4 We are not permitted to receive from you, otherwise than through RBSIF, any amount in respect of or on account of the sums payable to us from time to time under the Policies or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of RBSIF
- 5 This notice may only be revoked or amended with the prior written consent of RBSIF
- 6 Please confirm by completing the enclosed copy of this notice and returning it to RBSIF (with a copy to us) that you agree to the above and that
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,

- (b) you have not, at the date this notice is returned to RBSIF, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify RBSIF promptly if you should do so in future,
- (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of RBSIF, and
- (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of RBSIF

7 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To [◆]
as RBSIF
[ADDRESS]

Copy to [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph 6 in the above notice

for and on behalf of
[Name of relevant insurer]

Dated. [◆] 20[◆]

SCHEDULE 5: FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on

20[◆]

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company"),
- (2) [◆] (the "Parent"), and
- (3) [◆] ("RBSIF")

BACKGROUND

This Accession Deed is supplemental to a debenture dated [◆] 20[◆] and made between (1) the Chargors named in it and (2) RBSIF (the "Debenture")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

(b) Construction

Clause 1 2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

[The/Each] Acceding Company

- (i) unconditionally and irrevocably undertakes to and agrees with RBSIF to observe and be bound by the Debenture, and
- (ii) creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to RBSIF for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing)

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to [the/each] Acceding Company (including, without limitation, the property specified [against its name] in part 1 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)),
- (ii) by way of first fixed charge
 - (A) all the Charged Securities (including, without limitation, those specified [against its name] in part 2 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), together with
 - (B) all Securities Rights from time to time accruing to them,
- (iii) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in part 4 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)),
- (iv) by way of first fixed charge all Plant & Machinery (including, without limitation, the Plant & Machinery specified [against its name] in part 3 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)),
- (v) each Non-Vesting Debt and their proceeds now or in the future owing to the Acceding Company, such that there is a separate security assignment of each Non-Vesting Debt and all Related Rights relating to any Non-Vesting Debt, such that there is a separate security assignment of Related Rights referable to each Non-Vesting Debt
- (vi) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified [against its name] in part 5 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and
- (vii) by way of absolute assignment the Insurances (including, without limitation, those specified [against its name] in part 6 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), all claims under the Insurances and all proceeds of the Insurances, and
- (viii) [any other specific assets]

(d) **Representations**

[The/Each] Acceding Company makes the representations and warranties required pursuant to clause 10.6 (*Time when representations made*) to the Debenture as well as those set out in this clause 2(d)

- (i) the Charged Securities listed in [part 2 of] schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company [and constitute the entire share capital of each such company],
- (ii) in relation to the Real Property, [part 1 of] schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed; and
- (iii) in relation to the Plant & Machinery, part 3 of schedule 2 (*Details of Security Assets owned by Acceding Company*) identifies all plant and machinery which is beneficially owned by the Acceding Company at the date of this Deed

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors)

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed, and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed

4. THIRD PARTY RIGHTS

A person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed

5. NOTICE DETAILS

Notice details for [the/each] Acceding Company are those identified with its name below

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed

7. GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Parent as a deed and duly executed by RBSIF and has been delivered on the first date specified on page 1 of this Accession Deed by [the/each] Acceding Company and the Parent

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

[Part 1 - Real Property]

Registered land				
[Acceding Company]	Address	Administrative Area		Title number
[◆]	[◆]	[◆]		[◆]
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[◆]	[◆]	[◆] 20[◆]	[◆]	[◆]

[Part 2 - Charged Securities]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
[♦]	[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]	[♦]

[Part 3 - Plant & Machinery]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
[♦]	[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]	[♦]

[Part 4 - Intellectual Property]

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
[♦]	[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]	[♦]

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]

[Part 5 - Material Contracts]

[Acceding Company]	Date of Relevant Contract	Parties	Details of Relevant Contract
[♦]	[♦] 20[♦]	[♦]	[♦]
[♦]	[♦] 20[♦]	[♦]	[♦]

[Part 6 - Insurances]

[Acceding Company]	Insurer	Policy number
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPAN[Y][IES]

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)
first date specified on page 1,] by [NAME OF)
ACCEDING COMPANY] acting by)

Director _____
Witness signature _____
Witness name _____
Witness address _____

Address: [◆]

Facsimile No: [◆]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by [NAME OF)
ACCEDING COMPANY] by its attorney)
_____ [acting pursuant to a)
power of attorney dated [◆] 20[◆]])
in the presence of)

Signature _____
as attorney for [NAME OF
ACCEDING COMPANY]

Witness signature _____
Witness name _____
Witness address _____

Address: [◆]

Facsimile No: [◆]

THE PARENT

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)
first date specified on page 1,] by [NAME OF)
PARENT] acting by)

Director _____
Witness signature _____
Witness name _____
Witness address _____

Address: [◆]

Facsimile No: [◆]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by [NAME OF)
PARENT] by its attorney)
_____ [acting pursuant to a)
power of attorney dated [◆] 20[◆]])
in the presence of)

Signature _____
as attorney for [NAME OF
PARENT]

Witness signature _____
Witness name _____
Witness address _____

Address: [◆]

Facsimile No: [◆]

RBSIF

Signed by _____ for)
and on behalf of RBSIF)
)

Signature _____

Address: [◆]

Facsimile No: [◆]

Attention: [◆]

EXECUTION PAGE

RBSIF

Signed by _____ for)
and on behalf of RBSIF)
Signature _____

Address: 280 Bishopsgate, London EC2M 4RB

Facsimile No: 0207 672 1356

Attention: Kevin Haupt, Director

THE ORIGINAL CHARGORS

Signed as a deed)
by RICHARD FIDELIS for and on)
behalf of WALSTEAD INVESTMENTS)
LIMITED)
Signature _____

In the presence of _____

Witness name GEORGE POWELL

Witness address Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP

Address. Bentalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Paul Utting

Signed as a deed)
by RICHARD FOOKES for and on)
behalf of WALSTEAD NEWCO3)
LIMITED.)

Signature [REDACTED]

In the presence of [REDACTED]

Witness name

GEORGE PENNANCE

Witness address

Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP

Address: Bentalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Richard Fookes

Signed as a deed)
by RICHARD FOOKES for and on)
behalf of WYNDEHAM PRESS GROUP)
LIMITED)

Signature [REDACTED]

In the presence of [REDACTED]

Witness name

GEORGE PENNANCE

Witness address


Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP


Address: Bentalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Paul Utting

Signed as a deed)
by RICHARD BONES for and on)
behalf of WYNDEHAM HERON)
LIMITED)

Signature 

In the presence of 

Witness name

GEORGE PENNANCE

Witness address:


Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP


Address: Bentalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Paul Utting

Signed as a deed)
by RICHARD FOLKES for and on)
behalf of WYNDEHAM GRANGE)
LIMITED)

Signature 

In the presence of 

Witness name

GEORGE PENNANCE

Witness address


Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP


Address: Bentalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Paul Utting

Signed as a deed
by RICHARD FOOKE for and on)
behalf of RHAPSODY LIMITED)

Signature 

In the presence of: 

Witness name:

GEORGE PENNARVES

Witness address


Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP


Address: Benthalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Paul Utting

Signed as a deed
by RICHARD FOOKE for and on)
behalf of WYNDEHAM GAIT LIMITED)

Signature 

In the presence of 

Witness name:

GEORGE PENNARVES

Witness address


Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP


Address: Benthalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Paul Utting

Signed as a deed)
by RICHARD FOKES for and on)
behalf of SOUTHERNPRINT LIMITED.)

Signature 

In the presence of 

Witness name

GEORGE PANDARVES

Witness address.

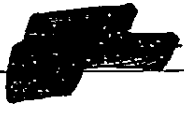
Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP


Address: Benthalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Paul Utting

Signed as a deed)
by RICHARD FOKES for and on)
behalf of SOUTHERNPRINT)
(HOLDINGS) LIMITED)

Signature 

In the presence of 

Witness name

GEORGE PANDARVES

Witness address:


Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP


Address: Benthalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Paul Utting

Signed as a deed)
by RICHARD FOOKES for and on)
behalf of WYNDEHAM ROCHE)
LIMITED)

Signature 

In the presence of 

Witness name

GEORGE PENNARUCH

Witness address


Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP


Address: Bentalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Paul Utting

Signed as a deed)
by RICHARD FOOKES for and on)
behalf of WYNDEHAM)
PETERBOROUGH LIMITED)

Signature 

In the presence of 

Witness name

GEORGE PENNARUCH

Witness address

Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP

Address: Bentalls Complex, Colchester Road, Heybridge, Maldon, Essex, CM9 4NW

Facsimile No: 01621 877 776

Attention: Paul Utting