



Registration of a Charge

Company Name: **FIRST CIRCLE PACKAGING LIMITED**

Company Number: **00400002**



Received for filing in Electronic Format on the: **26/11/2021**

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Details of Charge

Date of creation: **24/11/2021**

Charge code: **0040 0002 0005**

Persons entitled: **THE TRUSTEES OF THE NAMPAK STAFF PENSION PLAN BEING DAVID HOWARD JOY AND NEIL CUMMING AND ROSS TRUSTEE SERVICES LIMITED**

Brief description: **CHARGE BY WAY OF LEGAL MORTGAGE EACH PROPERTY SPECIFIED IN SCHEDULE 1; CHARGE BY WAY OF A FIXED CHARGE (TO THE EXTENT THAT THEY ARE NOT THE SUBJECT OF A MORTGAGE UNDER CLAUSE 3.1(A) ABOVE) ALL OTHER PRESENT AND FUTURE PROPERTY OWNED BY YOU OR IN WHICH YOU HAVE AN INTEREST; CHARGE BY WAY OF A FIXED CHARGE ALL EXISTING AND FUTURE RIGHTS AND INTERESTS OWNED BY YOU OR ARISING FROM ANY PRESENT OR FUTURE AGREEMENTS IN RELATION TO THE FOLLOWING: (A) PATENTS AND PATENT APPLICATIONS, TRADEMARKS AND TRADEMARK APPLICATIONS (AND ALL GOODWILL ASSOCIATED WITH THEM); (B) BRAND AND TRADE NAMES; (C) COPYRIGHTS AND RIGHTS IN THE NATURE OF COPYRIGHT OR REGISTERED DESIGNS, APPLICATIONS FOR REGISTERED DESIGNS AND INVENTIONS; AND (D) TRADE SECRETS AND KNOW-HOW AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS AND INTERESTS WHETHER REGISTERED OR UNREGISTERED;**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Authentication of Form

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FORSTERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 400002

Charge code: 0040 0002 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2021 and created by FIRST CIRCLE PACKAGING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th November 2021 .

Given at Companies House, Cardiff on 29th November 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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Debenture

Dated: 24 November 2021

BETWEEN:

- (1) **First Circle Packaging Limited** (Company Number: 00400002) whose registered office is at Jenna Way, Interchange Park, Newport Pagnell, Buckinghamshire, MK16 9QJ ("**you/your/yours**"); and
- (2) **The Trustees Of The Nampak Staff Pension Plan** being **David Howard Joy** and **Neil Cumming** both care of Jenna Way, Interchange Park, Newport Pagnell, Buckinghamshire, MK16 9QL and **Ross Trustee Services Limited** (Company number 07904277) whose registered office is at 25 Southampton Buildings, London, England, WC2A 1AL ("**we/our/us**").

1. DEFINITIONS AND INTERPRETATION

1.1 In this Debenture the expression:

"Account" means any credit balance from time to time on any account opened or maintained by you with any financial institution.

"Assets" means your Property, business, assets and undertakings present and future.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"Cynergy" has the meaning given to it in the Deed of Priority.

"CBFL" has the meaning given to it in the Deed of Priority.

"Deed of Priority" means the deed of priority dated on or around the date of this Debenture and made between (1) Cynergy Bank Limited, (2) Cynergy Business Finance Limited, (3) The Trustees Of The Nampak Staff Pension Fund and Ross Trustee Services Limited and (4) First Circle Packaging Limited.

"Finance Agreement" has the meaning given to it in the Deed of Priority.

"Insurance Policies" means any policy for insurance in which you may from time to time have an interest together with all amounts payable to you under or in connection with such policies.

"Lease" means, in relation to any of the Property which is leasehold, the lease or leases pursuant to, and in accordance with which, you hold such Property, and any instrument supplemental to it, or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms.

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“Liabilities” means all your present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) to make payments to the Nampak Staff Pension Fund up to and including an amount equal to your entire liability determined as if the debt under Section 75 of the Pensions Act 1995 had become due on the date become due on the date of our demand under clause 2 of this Deed, SAVE THAT for such time as there are no amounts owing to Cynergy or CBFL (as applicable) by you under the Finance Agreement, the Liabilities will be deemed to be zero.

“Property” means all of your freehold and leasehold property and any part or parts of it; together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights, agreements, powers, benefits, warranties, remedies, security, guarantees and indemnities in respect thereof;
- (c) all rights under any licence, agreement for sale or agreement for lease in respect of any of the Property;
- (d) all proceeds of sale of any of the Property; and
- (e) the benefit of all covenants rights, guarantees, Security, claims, causes of action, remedies and indemnities of any nature enjoyed or held in relation to that Property or the Leases,

and “Property” shall mean any of them.

“Party” means a party to this Debenture.

“Receiver” means an administrative receiver, receiver and manager or a receiver, in each case appointed under this Debenture.

“Security” means any mortgage, charge, pledge, lien, assignment by way of security or any other security interest securing any obligation of any person or any arrangement having similar effect.

“Security Period” means the period beginning on the date of this Debenture and ending on the date on which the Senior Lender Debenture is redeemed and released in full.

“Senior Lender Debenture” means the debenture dated 30 September 2021 and made between (1) Cynergy Bank Limited and (2) First Circle Packaging Limited;

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1.2 Unless a contrary indication appears, a reference in this Debenture to:

- (a) us, you or any other person shall be construed so as to include, where relevant, our/your/its successors in title, permitted assignees and permitted transferees;
- (b) a clause or Schedule, is to a Clause of, or a Schedule to this Debenture;
- (c) a provision of law is a reference to a provision of any statute, treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced whether before or after the date of this Debenture and all subordinate legislation made from time to time under that statute or other provision of law;
- (d) a regulation includes any regulation, rule, official derivative, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (e) one gender shall include a reference to the other gender;
- (f) assets includes present and future properties, revenues and rights of every description;
- (g) a charge or mortgage of any freehold or leasehold property or of any property held under a lease or sub-lease includes all premises and fixtures (excluding tenant's fixtures in relation to property sublet to a third party) on that property, the proceeds of sale of any part of that property, and the benefit of any covenants for title (or any monies paid or payable in respect of them) given or entered into by you in respect of that property; and
- (h) a time of day is a reference to London time.

1.3 Every disposition effected by this Debenture in respect of the Property is made with full title guarantee. The other terms of this Debenture do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

1.4 Each of the charges in Clause 3.1 over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply both to present and future assets.

1.5 Clause and Schedule headings are for ease of reference only.

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- 1.6 Words importing the plural shall include the singular and vice versa.
- 1.7 Words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 In the event of a conflict, discrepancy or inconsistency between the provisions of this Debenture and the Deed of Priority, the provisions of the Deed of Priority shall prevail.
- 1.9 We have delegated the execution of this Debenture to Ross Trustee Services Limited pursuant to Rule 18F of the Nampak Staff Pension Plan Definitive Trust Deed and Rules.

2. COVENANT TO PAY

You agree with us to pay, discharge and satisfy on demand all of the Liabilities when they fall due.

3. CHARGING PROVISIONS

- 3.1 You grant us with full title guarantee Security over all your Assets. In our favour you:
 - (a) charge by way of legal mortgage each Property specified in Schedule 1;
 - (b) assign by way of security all of your rights in respect of any Insurance Policies and all proceeds paid or payable thereunder and any contracts relating to the charged Assets.
 - (c) charge by way of a fixed charge:
 - (i) your goodwill;
 - (ii) (to the extent that they are not the subject of a mortgage under Clause 3.1(a) above) all other present and future Property owned by you or in which you have an interest;
 - (iii) all present and future plant, machinery, vehicles, tools, computers, equipment, furniture and other chattels attached to any Property and any renewals or replacements of them together with the benefit of all warranties, guarantees, maintenance contracts, consents and licences relating to them, as listed in Schedule 2 (together the "Plant and Machinery");
 - (iv) your uncalled capital;
 - (v) all stocks, shares, debentures, bonds, warrants, coupons, investments, securities, interests in any collective investment schemes, proceeds of sale and all other securities and investments of any kind whatsoever (each an "Investment") (whether in certificated or uncertificated form and whether or

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not marketable) (and including those Investments details of which appear in Schedule 3) at any time owned by you whether at law or in equity and all dividends and distributions of any kind, interest and any other income received or receivable in relation to any of the Investments (the "Dividends");

- (vi) all existing and future rights and interests owned by you or arising from any present or future agreements in relation to the following:
 - (A) patents and patent applications, trademarks and trademark applications (and all goodwill associated with them);
 - (B) brand and trade names;
 - (C) copyrights and rights in the nature of copyright or registered designs, applications for registered designs and inventions; and
 - (D) trade secrets and know-how and all other intellectual property rights and interests whether registered or unregistered (together, "Intellectual Property");
- (vii) (to the extent that they are not the subject of an assignment by way of security under Clause 3.1(b) above) all the benefit of your current and future rights and interest in and claims under all Insurance Policies and assurance you hold now or in the future during the duration of this Debenture; and
- (viii) your beneficial interest, claim or entitlement in any pension fund and in relation to any tax or VAT (whether a claim in respect of a refund or return of tax or VAT or otherwise); and
- (d) charge by way of a floating charge, all the Assets which have not been effectively mortgaged or charged by way of fixed charge under this Clause 3.1.

3.2 We may by prior written notice to you convert the floating charge created by Clause 3.1(d) into a fixed charge in relation to all or any such of your Assets specified in the notice if:

- (a) we have reasonable grounds for considering that those Assets are in jeopardy, by legal process or otherwise; or
- (b) the Security created by this Debenture has become enforceable in accordance with Clause 4 (Enforcement of Security).

3.3 If we give you a notice under Clause 3.2 in relation to any class of Asset this shall not be construed as a waiver or abandonment of our rights to give other similar notices in respect of any other class of Asset.

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- 3.4 Subject to the Insolvency Act 1986 and Clause 3.2, the floating charge created by Clause 3.1(d) will automatically and immediately (without notice) convert into a fixed charge over all of your Assets if:
- (a) an administrator or liquidator is appointed in respect of you or a person entitled to appoint an administrator or liquidator in respect of you gives notice of its intention to do so or files a notice of appointment with a court;
 - (b) you cease to carry on business or to be a going concern or any corporate action legal proceedings or other procedure or step is taken in relation to the suspension of payments, winding-up, dissolution or re-organisation of you other than a winding-up petition which is stayed within 14 days of its commencement; or
 - (c) the holder of any other security interest over the Assets whether ranking in priority or pari passu with the Security in our favour or you appointing, or requesting the appointment of, an administrator or receiver, provided that if a request is made by any other holder of security and that request is vexatious such request shall not give rise to automatic crystallisation as set out in this Clause 3.4.
- 3.5 Subject to the Insolvency Act 1986 and Clause 3.2, the floating charge created by Clause 3.1(d) will automatically and immediately (without notice) convert into a fixed charge over the specific Asset concerned if:
- (a) you grant or attempt to grant Security over an Asset in favour of another; without our prior written consent and/or
 - (b) you dispose of an Asset and the disposal is not part of a sale in the ordinary course of your business without our prior written consent.
- 3.6 Any specific Security that you create over any Asset at a later date in our favour shall have priority over the floating charge unless we inform you otherwise.
- 3.7 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Debenture.
- 3.8 The floating charge created by Clause 3.1(d) may not be converted into a fixed charge solely by reason of:
- (a) the obtaining of a moratorium; or
 - (b) anything done with a view to obtaining a moratorium, under the Insolvency Act 1986.

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4. ENFORCEMENT OF SECURITY

4.1 Timing

The security constituted by this Deed shall become enforceable if any liquidator or administrator is appointed in respect of you or on termination of any notice issued by you under the Rules of the Nampak Staff Pension Plan to terminate and wind up that Plan.

4.2 Enforcement

After the Security created by this Debenture has become enforceable in accordance with Clause 4 (Enforcement of Security), we may, without notice to you or prior authorisation from any court, in our absolute discretion:

- (a) enforce all or any part of that Security (at the times, in the manner and on the terms we think fit) and take possession of and hold or dispose of all or any part of the Assets; and
- (b) whether or not we have appointed a Receiver, exercise all or any of the rights, powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied and extended by this Debenture) on mortgagees, by this Debenture on any Receiver, or conferred by the Insolvency Act 1986 or any other law on mortgagees and Receivers.

4.3 Statutory powers

- (a) The statutory power of sale or other right of disposal conferred on us and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Liabilities shall be deemed due and payable for that purpose) on execution of this Debenture.
- (b) The statutory powers of leasing may be exercised by us at any time on or after this Debenture becoming enforceable and such powers are extended by this Debenture so as to authorise us to lease, make agreements for lease, accept surrenders of leases and grant options on such terms as we may think fit and without the need to comply with any restrictions imposed by law (including under section 99 or section 100 of the Law of Property Act 1925).
- (c) For the purposes of section 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under you and neither sub-section (18) of section 99 nor sub-section (12) of section 100 of the Law of Property Act 1925 will apply.

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- (d) You shall not have, at any time up until the Liabilities have been irrevocably discharged in full and no further Liabilities are capable of arising at the end of the Security Period, the power pursuant to section 99 of the Law of Property Act 1925 to make any lease in respect of any present or future Property without our prior written consent.
- (e) The restrictions contained in section 93 and section 103 of the Law of Property Act 1925 shall not apply to this Debenture, to the exercise by us of our rights to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or its power of sale and such powers of consolidation or sale are exercisable by us without notice to you, on or at any time after this Debenture has become enforceable as herein provided.

5. **EFFECTIVENESS OF SECURITY**

- 5.1 The Security constituted by this Debenture shall remain in full force and effect as a continuing Security for the Liabilities until they have been irrevocably discharged in full and no further Liabilities are capable of arising and shall not be released before then by an intermediate payment, discharge of all or any of the Liabilities or for any other reason.

5.2 **Cumulative rights**

The Security created by or pursuant to this Debenture and our rights, powers and remedies under this Debenture shall be cumulative and shall be in addition to and independent of every other Security, right, power or remedy which we may at any time have in connection with the Liabilities, including all rights, powers and remedies provided by law, and accordingly, we shall not be obliged before exercising any such rights, powers or remedies:

- (a) to make any demand of, or take any action or obtain any judgment in any court against, you;
- (b) to make or file any claim or proof in winding-up or dissolution in respect of you; or
- (c) to enforce or seek to enforce any other Security held by us in respect of the Liabilities.

5.3 **No merger of Security**

No prior Security held by us over the whole or any other part of the Assets shall merge into the Security constituted by this Debenture.

5.4 **No prejudice**

The Security created by or pursuant to this Debenture shall not be prejudiced by any enforceability or invalidity of any other agreement or document or by any time or indulgence granted to you or any person, or us or by any variation of the terms of the trust upon which

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we hold the Security created by or pursuant to this Debenture or by any other thing which might otherwise prejudice that Security.

5.5 Remedies and waivers

- (a) No failure to exercise, nor any delay in exercising, on our part of any rights or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of right or remedy.
- (b) No election to affirm this Debenture on our part shall be effective unless in writing.

5.6 Partial invalidity

- (a) If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
- (b) If any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security constituted under this Debenture.

5.7 Waiver of defences

The obligations of, and the Security created by you under this Debenture will not be affected by any act, omission or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture and whether or not known to you or us including:

- (a) any time, any waiver or any consent granted or agreed to be granted to, or composition with you or any other person;
- (b) the release of you or any other person under the terms of any composition or arrangement with any of your creditors;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over your assets or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of you or any other person;

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- (e) any amendment, novation supplement, extension (whether at maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not onerous) or replacement of any document or Security or of the Liabilities;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any document or security or of the Liabilities; or
- (g) any insolvency or similar proceedings relating to you or any other person.

5.8 Immediate recourse

You waive any right you may have of first requiring us (or any trustee or agent on our behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from you under this Debenture. This waiver applies irrespective of any law or provision of this Debenture to the contrary.

5.9 Further assurance

- (a) You shall promptly, to the extent that the same has been provided to Cynergy Bank Limited in accordance with the Senior Lender Debenture, at your own cost, do whatever we or any Receiver may reasonably require:
 - (i) to create, perfect, better perfect, protect and/or better protect the Security created or intended be created by this Debenture;
 - (ii) to create, perfect, better perfect, protect and/or better protect the priority of the Security created or intended be created by this Debenture;
 - (iii) to facilitate the exercise of any rights, powers and remedies vested in us or any Receiver by this Debenture and/or by law; and/or
 - (iv) following the Security created by this Debenture becoming enforceable in accordance with Clause 4 (Enforcement of Security), to facilitate realisation of the Assets.
- (b) In order to satisfy your obligations under Clause 5.9(a) above, you shall, to the extent that the same has been provided to Cynergy Bank Limited in accordance with the Senior Lender Debenture, immediately, upon request execute any transfer, conveyance, mortgage, charge, assignment or assurance over all or any of the assets constituting, or intended to constitute, the Assets (whether in favour of us or our nominee or otherwise) and make any registration or notarisation and give any notice, instructions, order or direction in respect of such Assets.

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6. CONSOLIDATION

Section 93 of the Law of Property Act 1925, which restricts the right to consolidate (add together) mortgages, does not apply to this Debenture.

7. ORDER OF APPLICATION**7.1 Application of proceeds**

Unless otherwise determined by us or a Receiver, all amounts received or recovered by us or any Receiver in exercise of their rights under this Debenture will, subject to the rights of any creditors having priority, be applied in the order provided in Clause 7.2 (Order of application).

7.2 Order of application

The order referred to in Clause 7.1 (Application of proceeds) is:

- (a) in or towards payment of, or the provision for, all the costs, expenses and losses incurred, and payments made, by us and/or any Receiver under or in connection with this Debenture and all remuneration due to any Receiver under or in connection with this Debenture;
- (b) in or towards the payment or discharge of the Liabilities; and
- (c) in payment of any surplus to you or any other person entitled to it.

7.3 This Clause 7 (Order of application) applies and cannot be excluded by any other agreement you have with us unless the agreement specifically refers to the exclusion of this Clause 7.

8. APPOINTING A RECEIVER

8.1 If you have asked us to, or at any time after this Debenture has become enforceable in accordance with Clause 4 (Enforcement of Security), we may appoint someone as a Receiver when we choose over all or any part of the Assets. We may appoint different Receivers to deal with different Assets. If we appoint more than one Receiver, they will act jointly or separately at our discretion. The Receiver may be an officer of ours. The Receiver's role and powers are explained in Clause 8.4 below.

8.2 We may (subject to the provisions of Section 45 of the Insolvency Act 1986) remove the Receiver. Once he has vacated office or stopped acting we may at any time appoint another in his place over all or any part of the Assets.

8.3 We may from time to time decide the Receiver's fees. The Receiver shall not at any time act as an agent for us and we will not incur any liability by reason of the appointment of a Receiver or for any other reason. For all purposes each Receiver is deemed to be in the same position

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as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. Every Receiver shall be your agent and you will be personally liable for the Receiver's actions and costs. If you go into liquidation the Receiver will no longer be your agent and will become the principal.

8.4 In addition to those powers conferred by the Law of Property Act 1925 on any receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this Debenture. The powers, authorities and discretions conferred by or pursuant to this Debenture in relation to the Assets or us or any Receiver shall be in addition to, and not in substitution for, the powers conferred on mortgagees or receivers under the Law of Property Act 1925, and, where there is any ambiguity or conflict between the powers, authorities and discretions contained in that Act and those conferred by or pursuant to this Debenture, the terms of this Debenture shall prevail.

8.5 A Receiver may, in your name, if he so wishes:

- (a) do all other acts and things which he may consider necessary or desirable for realising any Assets or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Debenture; and
- (b) do and exercise in relation to any Assets all the powers, authorities and things which he would be capable of exercising as if he were its absolute beneficial owner.

8.6 A Receiver may:

- (a) sever any fixtures from the Property;
- (b) sell, let, exchange, grant rights, options, easements, lease or license all or part of the Assets (or agree to do any of these things);
- (c) change the terms of, surrender or allow someone else to accept surrenders of any leases, tenancies or licences;
- (d) proceed with any sale for cash payable by instalments, shares or securities for another company;
- (e) set up or agree to set up a company to purchase the Assets sold;
- (f) make or arrange for any repairs and improvements of the Asset he thinks necessary;
- (g) exercise all voting and other rights attached to stocks shares and other securities you own;

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- (h) pay off those with a prior encumbrance (such as a first legal charge) and provide a receipt as if it was from you so that the encumbrance can be discharged or removed; and
- (i) take any action he deems necessary for the improvement, realisation or preservation of the Assets unless we write to inform him otherwise.

8.7 At any time after the Security created under this Debenture has become enforceable in accordance with Clause 4 (Enforcement of Security), and subject to the provisions of the Insolvency Act 1986, we may appoint one or more qualified persons to be your administrator, to act individually (and to the exclusion of any other administrator) or together with any other administrators so appointed or substituted. For the purposes of this Clause 8, a “qualified person” is a person qualified to act as an administrator under the Insolvency Act 1986.

8.8 The powers given to us in Clause 8.1 and 8.4 and all the rights below will apply:

- (a) whether or not we have entered or taken possession of the Asset; and
- (b) whether or not we have given you enough or any time to satisfy any demand.

9. **POWER TO SELL, LEASE AND ACCEPT SURRENDERS**

9.1 Our legal rights to sell, lease out or accept surrenders of Leases subject to this Debenture are extended to authorise us to grant a Lease or Leases of the whole or part of the Property under any terms and conditions we see fit. We can exercise any of these powers in our name or yours without becoming liable as mortgagee in possession.

9.2 No person dealing with us or with our appointed Receiver of the Assets or any part of it is required to enquire whether any of the powers, authorities and discretions given to us under this Debenture have become exercisable. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 apply to any person purchasing from or dealing with us or the Receiver as if the statutory powers of sale and of appointing the Receiver in relation to the Assets or any part had not been varied or extended by this Debenture.

10. **POWER OF ATTORNEY**

10.1 By way of Security for the performance of your obligations under this Debenture you, following the Security created by this Debenture becoming enforceable in accordance with Clause 4, irrevocably appoint us and each Receiver as your attorney (that is to act for you). You do so whether or not we have appointed a Receiver under Clause 8. You also, as a separate appointment, appoint each Receiver to act as your attorney, following the Security created by this Debenture becoming enforceable in accordance with Clause 4. We and any such Receiver can, once appointed, either in your name or in our own or the Receiver’s name, negotiate and

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enter into and sign or execute any deed, assurance, agreement or other document necessary under this Debenture and may carry out any other action under this Debenture.

10.2 We may exercise all powers that the Receiver has whether or not we are acting as your attorney and whether or not a Receiver has been appointed.

10.3 You shall ratify and confirm all things done and all documents executed by any attorney in the exercise or the purported exercise of all or any of its powers.

10.4 You covenant (for the purpose of the irrevocable nature of the power of attorney granted in this Clause 10) with each Receiver appointed under this Debenture, to join in and concur with the exercise by such Receiver of any powers of such Receiver to act on your behalf.

11. GIVING YOU MORE TIME TO PAY

If we see fit, we may grant you more time or make any arrangements or variations to pay any Liabilities. We may also release any person(s) (whether or not they are jointly and severally liable) from any Liabilities secured under this Debenture. We can do this without it affecting this Debenture or any money you owe us and any liabilities it secures.

12. GENERALLY

In no circumstances will we or the Receiver be liable to you for any monies which either we or the Receiver do not actually receive.

13. USING MONEY RECEIVED BY US OR THE RECEIVER

13.1 Any money we or the Receiver recover or receive will be used in the following order:

- (a) first to pay all costs, charges and expenses we have incurred and any payments we or the Receiver have made and the Receiver's fee;
- (b) then to pay off the amount owed by you and secured by this Debenture; and
- (c) finally, if any amount is left, to pay the person(s) entitled to it.

14. COSTS AND INDEMNITY

14.1 We hereby agrees to indemnify you and any Receiver from and against all actions, claims, expenses, demands and liabilities incurred or which may at any time be incurred by them or by any manager, agent, officer, servant or workman for anything done or omitted to be done in the exercise or purported exercise of their powers under the provisions of this Debenture or pursuant hereto.

14.2 You shall reimburse us and any Receiver on demand, on a full indemnity basis, for all costs, charges and expenses (including legal fees) incurred by us and/or the Receiver in relation to

Execution Version

this Debenture or the Property or in protecting, perfecting, preserving or enforcing (or attempting to do so) any of our rights under this Debenture.

15. **ASSIGNMENT AND TRANSFER**

No party may not assign or transfer any one or more of its rights and/or obligations under this Debenture.

16. **NOTICES**

- 16.1 All notices, requests demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made when delivered personally or by letter by first class post to the other party at its address set out below:

FIRST CIRCLE PACKAGING LIMITED

Address:

Fax number:

THE NAMPAK STAFF PENSION FUND

Address: 25 Southampton Buildings, London, England, WC2A 1AL (attention Susan Andrews/Grant Suckling)

or such other address or fax number as the party concerned may hereafter specify in writing.

- 16.2 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when:

- (a) if by letter, it has been left at the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;
or
- (b) if by fax, when received in legible form.

- 16.3 Any communication or document to be made or delivered to us will only be effective when actually received by us and then only if it is expressly marked for the attention of the department or officer identified above (or any substitute department or officer as we shall specify for this purpose).

Execution Version

17. **CERTIFICATES**

Any certificate signed by one of our directors or authorised officers as to the amount of the Liabilities at the date of that certificate shall, in the absence of manifest error, be conclusive evidence of that amount and be binding on you or to whom such certificate is addressed.

18. **VALIDITY**

18.1 This Debenture will remain enforceable valid and binding for all purposes whether any of the Parties, their successors or assignees in the course of running their business:

- (a) changes their name;
- (b) amalgamates or consolidates with another company;
- (c) becomes absorbed by another company; or
- (d) changes their constitution.

18.2 The rights and obligations under this Debenture shall be binding and enure for the benefit of any person who is for the time being a trustee of the Nampak Staff Pension Plan including any person who succeeds or replaces a trustee of the Plan.

19. **COUNTERPARTS**

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

20. **THIRD PARTY RIGHTS**

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

20.2 The consent of any person who is not a Party is not required to rescind or vary this Debenture at any time.

20.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph 34.2 above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

21. **VARIATIONS**

No variation of the terms of this Debenture shall be valid unless such variation is in writing and signed by all parties to this Debenture.

Execution Version

22. **RELEASE OF SECURITY**

Simultaneously upon the Senior Lender Debenture being redeemed and released in full:

- (a) this Debenture shall be automatically deemed released and discharged; and
- (b) we shall simultaneously (at your cost) provide a written release of this Debenture and provide a form DS1 duly executed by us.

23. **PRESERVATION OF SECURITY**

This Debenture is in addition to any other rights or Security, now and in the future, held by us in respect of the Liabilities and will not merge with or prejudice or be prejudiced by any such rights or Security.

24. **GOVERNING LAW**

- 24.1 This Debenture and any non-contractual obligations arising out of or in connection with it are governed by, and shall continue to be construed in accordance with, English law.
- 24.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture) (a "Dispute"). The Parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party to this Debenture will argue to the contrary.
- 24.3 This Clause 24 is for our benefit. We will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, we may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been executed by you as a Deed and signed by us and is delivered and will take effect on the date set out on the first page.

Execution Version

SCHEDULE 1
Property

Nil

Execution Version

SCHEDULE 2

Plant and Machinery



Valuation

First Circle Packaging Limited

Jenna Way
Interchange Park
Newport Pagnell
MK16 9QJ

Market Value

Ex Situ

As At

28.6.21

£

Machinery and Business Assets

Item	Ref	Qty.		
BUILDING 1				
PRODUCTION BANK 1				
1	D12		Production Line D12 Comprising:)
)
		1	Rapid Regrind Unit Type 2646KB)
			Serial No. 300.1113 (1996))
			with Hopper and Dust Extraction)
)
		1	Uniloy 400 R11 6 Head Reciprocating Extrusion Blow Moulding Machine)
			Serial No. 4678 (Circa 25 Years Old))
			Head Size 6x11-4 with Material In Feed Hopper)
)
		1	Elevated Take Off Conveyor)
			Serial No. 4678CB)
)
		1	Suction Pick and Place Transfer Take Off Unit)
)
		1	Uniloy 10041 Post Moulding Trimming Station)
			Serial No. 4678T)
)
		1	Twin Lane Bottle Transfer Bridge, Air Fed)
)
		1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)
)
		1	In Line Pressure Testing Unit with Reject)
)
		1	Vanpa Engineering VIS-6 Vision Bottle Inspection System)
			Serial No. 901132)
)
		1	Accumulation Table)
)
	6222	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator)
)
				18,000

2	D13	Production Line D13 Comprising:)	
)	
	1	Shini SG-2348 Regrind Unit with Hopper Feed and Dust Extraction)	
		Serial No. 2CG07010044 (2007))	
)	
)	
	2625	1 Uniloy 400 R11 12 Head Reciprocating Extrusion Blow Moulding Machine)	
		Serial No. 4340 (Circa 25 Years Old))	
		Head size 8x9-4 with Material In Feed Hopper)	
)	
	4643	1 Elevated Take Off Conveyor)	
		Serial No. 4340CB)	
)	
	3040	1 12 Head Suction Pick and Place Transfer Take Off Unit)	
)	
	2707	Uniloy 10080 Post Moulding Trimming Station)	
		Serial No. 4367T)	
		with Elevated Waste Conveyor)	
)	
	1	Four Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
)	
	10829	1 Vanpa Engineering VIS-6 Vision Bottle Inspection System)	
		Serial No. 901132)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Accumulation Table)	
)	
	6563	1 Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator)	
)	
)	
	1	Bypass Overhead Conveyor)	
)	
	1	Accumulation Table)	
)	
	10445	1 Secondary Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	20,000
)	
	D14	Production Line D14 Comprising:)	
)	
	2401	1 Maskin Rapid Regrind Unit Type 3026-KB)	
		Serial No. 100.2661 (1992))	
)	
)	
	6025	1 Uniloy 350 R2 8 Head Blow Moulding Machine)	
		Serial No. 4400 (Circa 25 Years Old))	
		Head Size 8x6.125-4 with Material In Feed Hopper)	
)	
	1	Elevated Take Off Conveyor)	
)	
	5858	1 8 Head Suction Pick and Place Transfer Take Off Unit)	
)	
	1	Uniloy 10041 Post Moulding Trimming Station)	
		Serial No. 4400T)	
		with Elevated Waste Conveyor)	
)	
	1	Three Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
)	
	1	In Line Pressure Testing unit with Reject)	

)	
	1	Accumulation Table)	
)	
5226	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
)	
D15		Production Line D15 Comprising:)	
)	
3085	1	Rapid 2645KB Regrind Unit Serial No. 300114 (1996) with Hopper and Dust Extraction)	
)	
	1	Uniloy Milacron R200 8 Head Blow Moulding Machine Serial No. 5311 (2000) with Material In Feed Hopper)	
)	
	1	Screw Outfeed with Single Lane Conveyor)	
)	
	1	Uniloy Milacron RT-4 Post Moulding Trimming Station Serial No. 5311T (2000) with Waste Conveyor (To Regrind Unit))	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Cap Master Closure Testing System)	
)	
	1	Accumulation Table)	
)	
5226	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
)	
D16		Production Line D16 Comprising:)	
)	
	1	Shini Granulator Type 3G-2348 Serial No. 26190433 (2000) with Hopper and Dust Extraction)	
)	
2421	1	Uniloy 350 R2 8 Head Blow Moulding Machine Serial No. 4151 (Circa 25 Years Old) with Material In Feed Hopper)	
)	
4646	1	Elevated 8 Line Take Off Conveyor Serial No. 4151CB)	
)	
	1	8 Head Suction Pick and Place Transfer Take Off Unit)	
)	
9559	1	Uniloy Post Moulding Trimming Station with Kemco Waste Conveyor)	
)	
	1	Three Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Accumulation Table)	
)	
5228	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
)	
D17		Production Line D17 Comprising:)	

)	
3262	1	Rapid Granulator Type Unknown)	
		Serial No. Unknown)	
		with Hopper and Dust Extraction)	
)	
2491	1	Uniloy 350 R2 8 Head Blow Moulding Machine)	
		Serial No. 4150 (Circa 25 Years Old))	
		with Material In Feed Hopper)	
)	
4647	1	Elevated 8 Line Take Off Conveyor)	
		Serial No. 4150CB)	
)	
	1	8 Head Suction Pick and Place Transfer Take Off Unit)	
)	
2492	1	Uniloy 10041 Post Moulding Trimming Station)	
		Serial No. 4150T)	
		with Waste Conveyor)	
)	
	1	Three Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Vanpa Engineering VIS-14 Vision Bottle Inspection System)	
		Serial No. D17-1609062)	
)	
6545	1	Accumulation Table)	
)	
5229	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
)	
D18		Production Line D18 Comprising:)	
)	
5971	1	Rapid Granulator Type SK3026KU with Hopper and Dust Extraction)	
		Serial No. 1001927 (1989))	
)	
	1	Piovan Plastics Twin head Blending / Feed System)	
)	
2051	1	Uniloy 350 R2 6 Head Blow Moulding Machine)	
		Serial No. 350R2-3957 (Circa 25 Years Old))	
		with Material In Feed Hopper)	
)	
	1	Elevated 6 Line Take Off Conveyhor)	
		Serial No. 3957CB)	
)	
3180	1	6 Head Suction Pick and Place Transfer Take Off Unit)	
)	
	1	Uniloy 10041 Post Moulding Trimming Station)	
		Serial No. 3957T)	
		with Waste Conveyor)	
)	
	1	Three Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
4210	1	In Line Pressure Testing Unit with Reject)	
)	
9705	1	Accumulation Table)	
)	

	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
D19		Production Line D19 Comprising:)	
6097	1	Rapid Granulator Type 3026-KU Serial No. 100.2518 (1992) with Hopper and Dust Extraction)	
6022	1	Uniloy 350 R2 8 Head Blow Moulding Machine Serial No. 4273 (Circa 25 years Old) Head Size 8x6.12 with Material In Feed Hopper)	
5862	1	Elevated 8 Line Take Off Conveyor Serial No. 4273CB)	
	1	8 Head Suction Pick and Place Transfer Take Off Unit)	
	1	Uniloy 10041 Post Moulding Trimming Station Serial No. 4273T with Waste Conveyor)	
	1	Three Lane Bottle Transfer Bridge, Air Fed)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
	1	In Line Pressure Testing Unit with Reject)	
6182	1	Accumulation Table)	
	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
D20		Production Line D20 Comprising:)	
3258	1	Rapid Granulator Type 3026-KU Serial No. 100.3332 (1996) with Hopper and Dust Extraction)	
6577	1	Uniloy 350 R2 8 Head Blow Moulding Machine Serial No. 4484 (Circa 25 Years Old) Head Size 10x6.125-4 with Material In Feed Hopper)	
6855	1	Elevated 8 Line Take Off Conveyor Serial No. 4484CB)	
	1	8 Head Suction Pick and Place Transfer Take Off Unit)	
6849	1	Uniloy 10080 Post Moulding Trimming Station Serial No. 4484T with Waste Conveyor)	
	1	Four Lane Bottle Transfer Bridge, Air Fed)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
6565	1	In Line Pressure Testing Unit with Reject)	
6571	1	Accumulation Table)	
6571	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000

PRODUCTION BANK 2

D21	Production Line D21 Comprising:)	
)	
	1	Rapid Regrind Unit Type 3026-KU)	
		Serial No. 100.3231 (1995))	
		with Hopper and Dust Extraction)	
)	
6023	1	Uniloy 350 R2 8 Head Blow Moulding Machine)	
		Serial No. 4274 (Circa 25 Years Old))	
		Head Size 8x8-4 with Material In Feed Hopper)	
)	
	1	Elevated 8 Line Take Off Conveyor)	
)	
	1	8 Head Suction Pick and Place Transfer Take Off Unit)	
)	
	1	Uniloy 10041 Post Moulding Trimming Station)	
		Serial No. 4274T)	
		with Waste Conveyor)	
)	
	1	Four Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to)	
		Bagger), 15-20m Approx)	
)	
10754	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Accumulation Table)	
)	
6173	1	Roll Fed Bagging Machine with Single Head Label Applicator and)	
		Finished Goods Product Elevator	)	18,000
D22	Production Line D22 Comprising:)	
)	
	1	Uniloy 400 R11 12 Head Blow Moulding Machine)	
		Serial No. 4493 (1998))	
		Head Size 8x9-4 with Material In Feed Hopper)	
)	
	1	Elevated 8 Line Take Off Conveyor)	
)	
	1	8 Head Suction Pick and Place Transfer Take Off Unit)	
)	
	1	Uniloy 10080 Post Moulding Trimming Station)	
		Serial No. 4493T)	
		with Waste Conveyor)	
)	
	1	Four Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to)	
		Bagger), 15-20m Approx)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Accumulation Table)	
)	
	1	Roll Fed Bagging Machine with Single Head Label Applicator and)	
		Finished Goods Product Elevator	)	18,000
D23	Production Line D23 Comprising:)	
)	
	1	Uniloy 400 R11 12 Head Blow Moulding Machine)	
		Serial No. 4495 (Circa 25 Years Old))	
		Head Size 12x6-4 with Material In Feed Hopper)	
)	
	1	Elevated 8 Line Take Off Conveyor)	

)	
2961	1	8 Head Suction Pick and Place Transfer Take Off Unit)	
)	
	1	Uniloy 10080 Post Moulding Trimming Station)	
		Serial No. 4495T)	
		with Waste Conveyor)	
)	
	1	Four Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Vanpa Engineering Visual Bottle Inspection Unit)	
		Serial No. 1212052 NP-D1)	
)	
	1	Accumulation Table)	
)	
5235	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
)	
D24		Production Line D24 Comprising:		
2726	1	Uniloy 400 R11 12 Head Blow Moulding Machine)	
		Serial No. 4432 (Circa 25 Years Old))	
		Head Size 8x9-4 with Material In Feed Hopper)	
)	
	1	Elevated 8 Line Take Off Conveyor)	
)	
	1	8 Head Suction Pick and Place Transfer Take Off Unit)	
		Serial No. 4495)	
)	
2762	1	Uniloy 10080 Post Moulding Trimming Station)	
		Serial No. 4432T)	
		with Waste Conveyor)	
)	
	1	Four Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Vanpa Engineering Visual Bottle Inspection Unit)	
		Serial No. 901152)	
)	
	1	Accumulation Table)	
)	
	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
)	
D25		Production Line D25 Comprising:)	
)	
2726	1	Uniloy Milacron R200 8 Head Blow Moulding Machine)	
		Serial No. CV00023 (2003))	
		with Red Lion Control System and Material In Feed Hopper)	
)	
	1	8 Head Take Off Arm to Screw Feed)	
)	
2762	1	Uniloy 10080 Post Moulding Trimming Station)	
		Serial No. 4432T)	
		with Waste Conveyor)	
)	

	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Vanpa Engineering Visual Bottle Inspection Unit Serial No. 0802272)	
)	
	1	Accumulation Table)	
)	
11349	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
D26	Production Line D26 Comprising:			
	1	Regrind Unit Type Unknown Serial No. 100.114 (1996) with Hopper and Dust Extraction)	
)	
	1	Piovan Twin Hopper Granule Blender Type MDW 500/40 Serial No. OMWD 1666 (2004))	
)	
3881	1	Uniloy 350 R2 8 Head Blow Moulding Machine Serial No. 4743 (1996) Head Size 8x8-4 with Material In Feed Hopper)	
)	
4633	1	Elevated 8 Line Take Off Conveyor)	
)	
4256	1	8 Head Suction Pick and Place Transfer Take Off Unit Serial No. 4495)	
)	
	1	Uniloy 10041 Post Moulding Trimming Station Serial No. 4151T with Waste Conveyor)	
)	
	1	Four Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Vanpa Engineering Visual Bottle Inspection Unit)	
)	
	1	Accumulation Table)	
)	
	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
D28	Production Line D27 Comprising:			
	1	Uniloy R2000 12 Head Blow Moulding Machine Serial No. 4969 (Circa 25 Years Old) Head Size 8x9-4 with Material In Feed Hopper)	
)	
	1	Conveyor)	
)	
10769	1	Uniloy R2000 Tab Trimmer Serial No. 4969T (1997))	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 25m Approx)	
)	
	1	In Line Pressure Testing Unit with Reject)	

	1	Accumulation Table)	
)	
	1	Knight Warner Model BA220 Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
)	
		OFFLINE PRODUCTION ASSETS		
		Granulation Area for Production Bank 2:)	
)	
5972	1	Rapid Granulator Type 3026-KU Serial No. 100.2879 (2000) with Hopper and Dust Extraction)	
)	
	1	Rapid Granulator Type 3026-KU Serial No. Unobtainable with Hopper and Dust Extraction)	
)	
3309	1	Rapid Granulator Type 3026-KU Serial No. 100.3333 (2000) with Hopper and Dust Extraction)	
)	
	1	Herbold Granulator with Hopper and Dust Extraction)	
)	
	1	Shini SG2348 Granulator Serial No. 2CG07 010042 (2007) with Hopper and Dust Extraction)	
)	
	1	Shini SG2348 Granulator Serial No. 2CG07 010042 (2007) with Hopper and Dust Extraction	)	Valued Elsewhere
)	
		Centralised Regrind Area:)	
)	
	1	Tria NAU 5000 Incline Slatted Belt Conveyor Serial No. 33214404 (2011) 600mm Wide)	
)	
10803	1	ALS High Capacity Granulator with Metal Detection)	
)	
	1	Tria HT-40 Accumulator / Blower Serial No. 33214355 (2011))	
)	
	3	PL Machinery Granulated Product Skids with Vertical Hoppers and Distribution Blowers	)	15,000
)	
		Small Regrind Area:)	
)	
	1	Boekels EML 70-90 Incline Plastic Slat Waste Conveyor with Metal Detection)	
)	
10836	1	Tria ALS Large Capacity Grinder (2017))	
)	
9572	1	Steel Frame Skid Mounted Granulated Product Storage Hopper)	
)	
	4	Piovan Vertical Distribution Vessels with Filters, Blowers and Power Packs	)	14,000
)	
		Allowance for Steel Framed Granulated Product Skis, Circa 30)	
)	

	2	Finished Product Overhead Transfer Conveyors, 1m x 50m Approx with Approx 76m of Single Lane Finished Product Belt Conveyors (to Building 2 Warehouse)))))	
	1	Herbold Chipping and Regrinding Unit	)	12,000
3463	1	Erema Type RM100 TVE Plastic Extruder and Granulator Serial No. C96-147 (1997)		10,000
		BUILDING 2		
		FINISHED GOODS WAREHOUSE		
		Twin Lane Packaging Line Comprising:)	
)	
		Belt Conveyors 1.5m x 100m)	
)	
	2	Accumulation Tables)	
)	
	13	Finished Product Suction Pick and Place Units (to Steel Transport Stillages))))	
		Approx 3,000 Steel Finished Product Stillages)	
)	
	4	Rite Hite Caljan Telescopic Wagon Loading Systems Serial Nos. 4-8264, 4-8254, 40-2712-66 (1995-1997))))	
		Contents of Maintenance Workshop	)	20,000
		MAINTENANCE DEPARTMENT		
	1	Sealey 30 Ton Hydraulic Garage Press)	
)	
	1	Axminster 12 Speed Pillar Drill)	
)	
	1	BEC 6" Double Ended Pedestal Grinder)	
)	
	1	Easy Rig Portable A Frame Girder Gantry with Chain Hoist)	
)	
	1	Colchester Triump Lathe with 2 Axis DRO Serial No. 6-0004-15338)))	
)	
	1	Bridgeport Turret Milling Machine with 2 Axis DRO Serial No. 48004/1727609735)))	
)	
	1	Max 300mm Pull Down Cold Saw)	
)	
	1	Jone and Shipman Model 540 Horizontal Spindle Surface Grinder)))	
)	
	Qty	An Allowance for the Loose Contents of the Workshop to Include; Welders, Benches, Small Tools, Etc	) )	3,000
		COMPRESSOR HOUSE 1		
4163	1	Ingersoll Rand SSR ML110 Packaged Air Compressor with Steel Vertical Air Receiver)))	
	1	Polstar Smart Parker Hiross Dryer Serial No. 39886138001 (2015))))	
5424	1	Ingersoll Rand IRN110 Packaged Air Compressor Serial No. 2800050 (2004) with Steel Vertical Air Receiver))))	

	1	Ingersoll Rand TMS350 Air Dryer	)	10,000
COMPRESSOR HOUSE 2				
10623 / 83	1	Ingersoll Rand IRN110 - 25 Packaged Air Compressor Serial No. 2800046 (2004) with Steel Vertical Air Receiver))))	
	1	Polstar Smart Parker Hiross PST 350 Dryer Serial No. 399768780001 (2019))))	
10622 / 82	1	Ingersoll Rand T55A Packaged Dryer))	
10838 / 84	1	Kaesar DSD 202 Sigma Packaged Air Compressor Serial No. 1017	) )	15,000
BUILDING 3				
PRODUCTION				
D4		Production Line D4 Comprising:))	
	1	Rapid Granulator Type 3026KG Serial No. Unavailable (1995) With Hopper and Dust Extraction)))))	
10883	1	Uniloy 2000 Reciprocating Extrusion Blow Moulding Machine Serial No. 4995 (1998) with Material In Feed Hopper)))	
		Siemens Simatic Touch Controls))	
	1	Ideas in Motion Single Lane Transfer Conveyor System (Leading Through to Bagger)))))	
	1	R2000 Spin Trimmer Serial No. 4995T (1998))))	
	1	Screw Feed Post Moulding Trimming Station with Waste Conveyor)))	
	1	In Line Pressure Testing Unit with Reject))	
301	1	Vanpa Engineering Visual Bottle Inspection Unit Serial; No. 1503161)))	
	1	Accumulation Table))	
10625	1	Roll Fed Bagging Machine with Single Head Label Applicator and Manual Finished Goods Take Off	) )	18,000
D5		Production Line D5 Comprising:))	
	1	Rapid Granulator Seial No. 1003850 (2000) with Hopper and Dust Extraction)))	
6028	1	Uniloy 350 R2 8 Head Blow Moulding Machine Serial No. 4597 (Circa 25 Years Old) Head Size 8x7 with Material In Feed Hopper))))	
5843	1	Red Lion Controls)	
	1	Elevated 8 Line Take Off Conveyor))	
6219	1	8 Head Suction Pick and Place Transfer Take Off Unit))	

	1	Uniloy 10041 SP Post Moulding Trimming Station Serial No. 4597T with Waste Conveyor))))	
	1	Bottle Transfer Bridge, Air Fed))	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger))))	
5821	1	In Line Pressure Testing Unit with Reject))	
	1	Vanpa Engineering Visual Bottle Inspection Unit Serial No. SZ-16112382)))	
	1	Accumulation Table))	
	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	) )	18,000
D6		Production Line D6 Comprising:))	
	1	Rapid 3026-KB Granulator Serial No. 100.3150 (1995) with Hopper and Dust Extraction))))	
3334	1	Uniloy 350 R2 8 Head Blow Moulding Machine Serial No. 4602 (Circa 25 Years Old) Head Size 8x9 with Material In Feed Hopper))))	
	1	Pro Face Digital Controls)	
3639	1	Elevated 8 Line Take Off Conveyor))	
	1	8 Head Suction Pick and Place Transfer Take Off Unit))	
	1	Uniloy 10041 Post Moulding Trimming Station Serial No. 4597TT with Waste Conveyor))))	
	1	Bottle Transfer Bridge, Air Fed))	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger))))	
	1	In Line Pressure Testing Unit with Reject))	
	1	Vanpa Engineering Visual Bottle Inspection Unit Serial No. SZ-16112382)))	
	1	Accumulation Table))	
9110	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	) )	18,000
D7		Production Line D7 Comprising: MOVED TO BUILDING 1		
10860	1	Herbold SML22.30 CV Granulator Serial No. 101.3 with Hopper and Dust Extraction))))	
	1	Uniloy 2000 Reciprocating Extrusion Blow Moulding Machine Serial No. 4969 (Circa 1997) with Material In Feed Hopper))))	
	1	Siemens Simatic Touch Controls))	

	1	Take Off Conveyor)	
)	
	1	Uniloy R2000 T In Line Detabber / Trimming Unit)	
		Serial No. 4969T (1997))	
)	
	1	Uniloy MT&D Spin Trimmer)	
		Serial No. 4887 (1997))	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger))	
)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
10884	1	Automated Bagger with Accumulation Table and Knight Warner Limited Labeller)	
		Serial No. P530M001)	
)	
	1	Manual Take Off Table	)	Valued Elsewhere
D8		Production Line D8 Comprising:)	
)	
	1	Rapid Type 3826 KU Granulator Serial No.1002466 (1991) with Hopper and Dust Extraction)	
)	
)	
5385	1	Uniloy 350 R2 8 Head Blow Moulding Machine)	
		Serial No. 4463 (Circa 25 Years Old))	
		Head Size 8x8.4 with Material In Feed Hopper)	
)	
	1	Elevated 8 Line Take Off Conveyor)	
		Serial No. 4273CB)	
)	
	1	8 Head Suction Pick and Place Transfer Take Off Unit)	
)	
	1	Uniloy 10080 Post Moulding Trimming Station)	
		Serial No. 4463T)	
		with Waste Conveyor)	
)	
	1	Three Lane Bottle Transfer Bridge, Air Fed)	
)	
	1	Single Lane Transfer Conveyor System (Leading Through to Bagger))	
)	
)	
	1	In Line Pressure Testing Unit with Reject)	
)	
	1	Vanpa Engineering Visual Bottle Inspection Unit)	
		Serial No. 801302)	
)	
	1	Accumulation Table)	
)	
	1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator	)	18,000
D9		Production Line D9 Comprising:)	
)	
10869	1	Motan Colortronic Type UB 975)	
		Serial No. 204120001 (2012))	
)	
	1	Busch Mink MM 1322 AV Pump)	
)	
10850	1	Uniloy Milacron R2000 16 Head Injection Moulder)	
		Serial No. 5394 (2003))	
)	
	1	Siemens Simatic Touch Controls)	
)	

	1	Uniloy R2000 T Detabber Unit Serial No. 5394D (2003))	
	1	Uniloy Trimming Station)	
10855	1	Vanpa Engineering VMS-3 Visual Bottle Inspection System Serial No. 1210011NP-D9)	
10854	1	In Line 8 Head Pressure Testing Unit)	
	1	Automated Bagger with Accumulation Table and Knight Warner Limited Labeller Serial No. P531001 (2012) and Push Arm Outfeed)	
	1	Column Mounted Suction Head Pick and Place Stacker (Dismantled for Relocation to Livingston)	)	30,000
D10		Production Line D10 Comprising:)	
	1	Rapid GK4535-KU Granulator with Hopper and Dust Extraction (1986))	
10849	1	Uniloy Milacron R2000 16 Head Injection Moulder Serial No. A0100040 (2004) with Twin Lane Waste Conveyor)	
	1	Siemens Simatic Touch Controls)	
	1	Single Lane Outfeed Conveyor)	
	1	Uniloy R2000 Detabber Unit Serial No. N01A0100040 (2004))	
	1	Uniloy Trimming Station)	
10852	1	Vanpa Engineering VMS-3 Visual Bottle Inspection System Serial No. 1210081NPD10)	
10853	1	In Line 8 Head Pressure Testing Unit)	
10859	1	Automated Bagger with Accumulation Table and Knight Warner Limited Labeller Serial No. P531M002 (2012) and Push Arm Outfeed)	
10857	1	Column Mounted Suction Head Pick and Place Stacker	)	30,000
	1	Injection Mould Tools Throughout (Excluding IPR)	)	0

OFFLINE PRODUCTION ASSETS**Regrind Area (1):**

1	Incline Continuous Slat Conveyor, 400mm x 2.5m with Metal Detection)
1	Tria Grinder (2017) and Tria HT-40 / SL Steel Frame Bulk Storage Hopper (2017))

Regrind Area (2):

	1	Tria Model NAU5000 Incline Continuous Slat Conveyor, 600mm x 4m with Metal Detection Serial No. 33215434 (2012)))))	
	1	Tria Heavy Duty Grinder (2017) Moro Ventilator / Aspirator Unit to Bulk Loading Platform)))	
	1	Crizaf Mobile Slatted Incline Belt Conveyor, 500mm x 3m (Not In Use))))	
	1	Mesutronic Incline Mobile Rubber Slatted Belt Conveyor to Hydraulic Regrind Station / Compactor	) )	20,000
	1	NGR S:Gran 75HD Recycling Line Serial No.Q-12002 (2012)	)	60,000
11354	2	Colortronic UB975 Mixing System and Associated Equipment Serial No. 204110007)))	
6118	1	Galvanised Virgin Stock Bulk Day Hopper)))	
	3	Large Capacity Hopper / Loaders)))	
		Assorted Equipment Not Currently in Use Including Granulators, Conveyors, Hoppers, Motors Etc.	) )	30,000
MISCELLANEOUS PLANT AND EQUIPMENT THROUGHOUT				
3018	1	Uniloy 400R11350R2 Blow Moulder Head Size 8x9.4 Serial No. 4603 (Not in Use)	) ) ) ) )	5,000
6019	1	Uniloy 350R2 Blow Moulder Head Size 8x9 Serial No. 4585 (Not in Use)	) ) ) ) )	5,000
6060	1	Nifty Lift Access Platform Boom HR10 Serial No. 102581 (1993))))	
537	1	Genie GS-2632 Scissor Lift)))	
		Allowance for Pallet Racking Throughout)))	
	1	Nilfisk Pedestrian Floor Scrubber))	
	3	Nilfisk BA600S Floor Scrubbers	)	10,000
	1	GG Compactors Garbage Gorgor Compacter (Believed to be Rented)	)	0
YARD				
		Bulk Raw Material Storage Comprising:)))	
	5	Aluminium Clad Raw Material Bulk Storage Silos, 12m x 2.5m Diameter)))	

	1	Braby Silo Aluminium Clad Raw Material Bulk Storage Silos, 7m x 3m Diameter)	
)	
	3	Braby Silo Aluminium Clad Raw Material Bulk Storage Silos, 6.5m x 3m Diameter	)	90,000
		Chilled Water Distribution Comprising:)	
)	
	1	Euro Chiller D Cooler B400 / 4 / LE 6 Fan Chiller Unit Serial No. 310715201509621007 (2015))	
)	
	1	Trane RTA C200 12 Fan Chiller Unit)	
)	
10538	1	RTRC 170 Chiller Unit Serial No. EKN884 (2006))	
)	
	1	Trane RTA C200 12 Fan Chiller Unit Serial No. 0038 (2010))	
)	
	1	Trane RTAC 170 Chiller Unit Serial No. EKV2481 (2012))	
)	
	1	Euro Chiller D500 / 4 / LE Chiller Unit Serial No. 310715201509631008)	
)	
		Complete with Associated Pipework, Valves, Pumps Etc.	)	15,000

Total Appraised**756,000**



Valuation

First Circle Packaging Limited

2 Fraser Road
Kirkton Campus
Livingston
EH54 7BU

Market Value

Ex Situ

As At

28.6.21

£

Machinery and Business Assets

Item	Qty.		
PRODUCTION AREA			
1		Unknown Extrusion Line with Uniloy Hopper/Weigher, Horizontal Extruder and Cutter	1,500
		Moulding Line 1:)
)
1		Motan 4-Hopper Batch Blender)
		Type Gravicolor 600)
		Serial No. BG01A436Q0017160A1907721 (2019))
		with associated Busch Mink MM1402 AV Vacuum Pump and)
		Single Motan Haopper)
)
1		Magic Twin Head Blow Moulding Machine)
		Type ME-L20 / D-T35-LS-1300)
		Serial number 95-18 (2018))
		Siemens CNC Control)
		Interchangeable Head)
		Twin Shuttle and Twin Trimming Unit)
		Outfeed Conveyor to Each End)
		Enclosed Slatted Belt Waste Conveyor)
)
1		Single Lane Transfer Conveyor to Bagger via Leak Tester and Optical Inspection Unit)
)
1		BMC Controls 8-Head Leak Testing Unit)
		Type AQS2-810-PST-N)
		Serial No. QTC4513 (2018))
)
1		ST Machinery Reject Conveyor)
		Type HIH8040)
		Serial No. 3692 (2019))
)
1		ST Machinery Limited Waste / Reject Belt Conveyor (2019))
		500mm x 2m Approx)
)
1		ALS Controls Vision Inspection System)
)

1	ALS Controls Bagger with ALS XLP 504 Single Head Labeller with Finished Product Elevator (To Centralised Overhead Packaging Conveyor))	
)	
)	
1	ST Machinery Inclined Conveyor Model HIH1327 Serial number 3697 (2019))	
)	
1	Herbold DNR Inclined Belt Conveyor Type DNR6-400DM Serial No. 22-16.1 (2016) with Sesotec C-Scan In Line Metal Detector Type DLS0840/0600/0400 Serial No. 10000078PP)	
)	
1	Herbold SML High Capacity Granulator Type SML45.70CV Serial No. 2016-1 (2016))	
)	
1	Herbold Vertical Hopper Blender Mounted on Steel Support with Sesotec Rapid Vario FS12PP In Line Metal Separator Serial No. 10032066 (2019)	)	375,000
)	
	Moulding Line 3:)	
)	
1	Uniloy 350 R2 10-Head Blow Moulding Machine Serial No. 3867 with Material In Feed Hopper)	
)	
1	Elevated Take Off Conveyor)	
)	
1	Transfer Unit to Trimmer)	
)	
1	10-Head Trimming Station)	
)	
1	Two Lane Bottle Transfer Bridge)	
)	
1	Single Lane Transfer Conveyor System (Leading Through to Bagger), 15-20m Approx)	
)	
1	In Line Pressure Testing unit with Reject option)	
)	
1	Accumulation Table)	
)	
1	Roll Fed Bagging Machine with Single Head Label Applicator and Finished Goods Product Elevator)	
)	
1	Scrap Conveyor)	
)	
1	Palbase Elevating Belt Conveyor Type DNR-60.400.DM Serial number 017 (2019))	
)	
1	Integral Sesotec Metal Detector Type C-Scan DLS 840/600/600PP Serial number 10032087)	
)	
1	Palbase Granulator Type XRT.45.65.SV Serial number 016 (2019) With associated extration and bag type collection unit	)	18,000

	Moulding Line 4:)	
)	
1	Uniloy 400R11 12 Head Blow Moulding Machine)	
	Serial No. 4707)	
	with Material In Feed Hopper)	
)	
1	Elevated Take Off Conveyor)	
)	
1	Take Off Unit)	
)	
1	Trimming Station)	
)	
1	Three Lane Bottle Transfer Bridge, Air Fed)	
)	
1	Slatted Conveyor System to Bagging Machine via Testing Station)	
)	
1	Unknown Pressure Testing unit with Reject Diverter)	
)	
1	Accumulation Table)	
)	
1	Poly Bagging Machine with Label Application)	
)	
1	Herbold Granulator)	
	Type SML22.30 CV)	
	Serial number 101.1 (2012))	
)	
1	Hopper and Collector)	
)	
1	Palbase Inclined Belt Conveyor)	
	Type DNR 60.400DM)	
	Serial number 017 (2019))	
)	
1	Integral Sesotec Metal Detector)	
	Type C-Scan DLS 840/600/600PP)	
	Serial number 10032087	)	18,000
)	
	Moulding Line 5:)	
)	
1	Uniloy 350 R2 10 Head Blow Moulding Machine)	
	Serial No. 4452)	
	4PT Tooling and Feed Hopper)	
)	
1	Elevated Take Off Conveyor)	
)	
1	10 Head Suction Pick and Place Transfer Take Off Unit)	
)	
1	Uniloy 10041 Post Moulding Trimming Station)	
	Serial No. 4400T)	
	with Elevated Waste Conveyor)	
)	
1	Four Lane Bottle Transfer Bridge, Air Fed)	
)	
1	Slatted Conveyor System to Bagging Machine via Testing Station)	
)	
)	
1	BMC Pressure Testing unit with Reject Diverter)	
)	
1	Accumulation Table)	
)	
1	Poly Bagging Machine with Label Application)	
)	

1	CMG Granulator)	
	Type S3050A)	
	Serial number 01307104 (2007))	
	with associated hopper collector	)	18,000
	Moulding Line 6:)	
1	Uniloy 350 R2 8 Head Blow Moulding Machine)	
	Serial No. 4153)	
	4PT Tooling and Feed Hopper)	
1	Elevated Take Off Conveyor)	
1	8 Head Suction Pick and Place Transfer Take Off Unit)	
1	Post Moulding Trimming Station)	
	Serial No. 4400T)	
	with Elevated Waste Conveyor)	
1	Twin Lane Bottle Transfer Bridge, Air Fed)	
1	Slatted Conveyor System to Bagging Machine via Testing Station)	
1	Unknown Pressure Testing unit with Reject Diverter)	
1	Accumulation Table)	
1	Poly Bagging Machine with Label Application	)	18,000
	DOWNSTREAM ASSETS		
1	Central Overhead Finished Product Motorised Automated Roller Conveyor, 1m x 45m Approx)	
2	ABB IRC5 Pick and Place Robots)	
	Serial No. 660-102063 (2018) and unknown)	
	Complete with Fencing and Infra Red Light Guards)	
1	Material Distribution System with pumps pipework and fittings	)	40,000
	MISCELLANEOUS PLANT AND EQUIPMENT THROUGHOUT		
300	Purpose Built Aluminium Stackable Skid Mounted Finished Product Transport Stillages)	
1	Genie GS-1930 Scissor Lift)	
1	Tennant T5 Fast Floor Scrubber)	
1	Unknown Scrap Plastic Grinder)	
1	Orwak Waste Compactor/Baler)	
1	Quantity of non-commissioned items and machinery including Rapid GK4535-KU Granulator with Hopper and Dust Extraction (1986), ALS Bagging Machine, Material Hopper, and pallets Pipework and fittings	)	14,000

1	Kaesar HPC 110kW Packaged Screw Compressor)	
	Type DSD201)	
	Serial No. 1048 (2006))	
)	
2	Kaesar HPC 75kW Packaged Screw Compressors)	
	Type CSDX140T)	
	Serial No. 1144 and 1146 (2012))	
)	
1	Associated Air Receivers and Cooler/Drier	)	12,500

YARD

2	Braby Aluminium Clad Raw Material Storage Silo, 7.75m High x 3.5m Diameter, 80.4m3)	
	Serial No. 800391/1 and 2 (1995))	
	Mounted on Load Cells)	
)	
1	Braby Aluminium Clad Raw Material Storage Silo, 7.75m High x 3.5m Diameter, 80.4m3)	
	Mounted on Load Cells)	
)	
1	Braby Aluminium Clad Raw Material Storage Silo, 7.75m High x 3.5m Diameter, 80.4m3)	
	Mounted on Load Cells)	
		)	40,000

Chilled Water Distribution Comprising:

)	
)	
1	Euro Chiller D350 / 4 / SE 5 Fan Chiller Unit)	
	Serial No. 161015201513411412 (2015))	
)	
1	Euro Chiller Dynax SA2702P 3 Fan Chiller)	
	Serial No. 231118201816361683 (2018))	
)	
1	Trane RTAC200 12 Fan Chiller Unit)	
	Serial No. EKN4964 (2005))	
)	
1	Complete with Associated Pipework, Valves, Pumps Etc.	)	12,000

Total Appraised**942,000**



Valuation

Oakthorpe Dairy
Owen Road
Palmers Green
London
N13 6BU

Market Value
Ex Situ
As At
28.6.21
£

Machinery and Business Assets

Item	Ref	Qty.		
6			Uniloy Blow Moulding Production Lines (Advised Same Format as the Production Lines at Newport Pagnell) Each Comprising:)
)
6			Uniloy Blow Moulding Machine)
			Serial No. TBC (Circa 25 Years Old))
			with Material In Feed Hopper)
6			Take Off Conveyor)
6			Suction Pick and Place Transfer Take Off Unit)
6			Uniloy Post Moulding Trimming Station)
			Serial No. TBC)
			with Waste Conveyor)
6			Mixture of transfer bridges)
1			Single Track Transfer Conveyor System (Leading Through to Dairy Filling Line))
5			In Line Pressure Testing Unit with Reject)
5			Visual Inspection System)
2			Regrind Facility)
3			Aluminium Clad Raw Material Storage Silos, Approx 55 Tonne)
2			Chilled Water Distribution)
				160,000
Total Appraised				160,000



Valuation

Ballymena Dairy
Pennybridge Industrial Estate
Ballymena
Co Antrim
Northern Ireland
BT42 3HB

Market Value

Ex Situ

As At

28.6.21

£

Machinery and Business Assets

Item	Asset#	Qty.		
		4	Uniloy Blow Moulding Production Lines (Advised Same Format as the Production Lines at Newport Pagnell) Each Comprising:)
)
)
Uniloy	0000215	1	Uniloy 350 R2)
			Serial No: 4461 (Circa 25 Years Old))
			with Material In Feed Hopper)
)
Cooling Bed	0000218	1	Take Off Conveyor)
)
Pick & Place	0000219	1	Suction Pick and Place Transfer Take Off Unit)
)
Trimmer	0000225	1	Uniloy Post Moulding Trimming Station)
			Serial No: 4461T)
)
End conveyor	0000228	1	Trimmer waste conveyor)
)
Airveyor		1	Four Lane Bottle Transfer Bridge, Air Fed)
)
Leak Tester	0000221	1	In Line Pressure Testing Unit with Reject)
)
VIS	0000223	1	Vision Inspection System)
)
VMS	0000224	1	Vision Measurement System)
)
Bottle Conveyor	0000222	1	Downstream bottle conveyor system)
)
Auto - bagger	0000213	1	Bagger)
)
Pack Lifter	0000227	1	Pack lifter from bagger to pack conveyor)
)
Herbold Granulator	0000226	1	Regrind Facility)
)
)

Uniloy	0000192	1	Uniloy 350 R2 Serial No: 3611 (Circa 1985) with Material In Feed Hopper)
)
)
)
Cooling Bed	0000194	1	Take Off Conveyor)
)
Pick & Place	0000195	1	Suction Pick and Place Transfer Take Off Unit)
)
Trimmer	0000199	1	Uniloy Post Moulding Trimming Station Serial No: 3611T)
)
End conveyor	0000200	1	Trimmer waste conveyor)
)
)
Airveyor		1	Four Lane Bottle Transfer Bridge, Air Fed)
)
Leak Tester	0000197	1	In Line Pressure Testing Unit with Reject)
)
VIS	0000202	1	Vision Inspection System)
)
VMS	0000203	1	Vision Measurement System)
)
Bottle Conveyor	0000201	1	Downstream bottle conveyor system)
)
)
Auto - bagger	0000205	1	Bagger)
)
)
Pack Lifter	0000206	1	Pack lifter from bagger to pack conveyor)
)
)
Herbold Granulator	0000198	1	Regrind Facility)
)
)
Uniloy	0000174	1	Uniloy 400 R11 Serial No: 4335 (Circa 25 Years Old) with Material In Feed Hopper)
)
)
Cooling Bed	0000176	1	Take Off Conveyor)
)
Pick & Place	0000177	1	Suction Pick and Place Transfer Take Off Unit)
)
Trimmer	0000181	1	Uniloy Post Moulding Trimming Station Serial No: 5035T)
)
)
End conveyor	0000183	1	Trimmer waste conveyor)
)
)
)
Airveyor		1	Three Lane Bottle Transfer Bridge, Air Fed)
)
)
Leak Tester	0000197	1	In Line Pressure Testing Unit with Reject)
)
)
VIS	0000186	1	Vision Inspection System)
)
)
VMS	0000185	1	Vision Measurement System)
)
)
Bottle Conveyor	0000184	1	Downstream bottle conveyor system)
)
)
Auto - bagger	0000189	1	Bagger)
)
)
)
Pack Lifter	0000188	1	Pack lifter from bagger to pack conveyor)

)
Herbold	0000182	1	Regrind Facility)
Granulator)
)
Uniloy	0000162	1	Uniloy 400 R11)
			Serial No: 4691 (Circa 1995))
			with Material In Feed Hopper)
)
Cooling Bed	0000159	1	Take Off Conveyor)
)
Pick & Place	0000178	1	Suction Pick and Place Transfer Take Off Unit)
)
Trimmer	0000160	1	Uniloy Post Moulding Trimming Station)
			Serial No: 4603T)
)
End conveyor	0000167	1	Trimmer waste conveyor)
)
Airveyor		1	Four Lane Bottle Transfer Bridge, Air Fed)
)
Leak Tester	0000161	1	In Line Pressure Testing Unit with Reject)
)
VIS	0000164	1	Vision Inspection System)
)
VMS	0000165	1	Vision Measurement System)
)
Bottle	0000163	1	Downstream bottle conveyor system)
Conveyor)
)
Auto - bagger	0000170	1	Bagger)
)
Pack Lifter	0000171	1	Pack lifter from bagger to pack conveyor)
)
Herbold	0000168	1	Regrind Facility)
Granulator)
)
Stork debag &	0000191	1	Single Track Transfer Conveyor System (Leading Through to)
convey			Dairy Filling Line) Stork)
)
Dawson	0000207	1	Single Track Transfer Conveyor System (Leading Through to)
debag &			Dairy Filling Line) Dawson)
convey)
)
50 T	0000268	1	Aluminium Clad Raw Material Storage Silos, Approx 55 Tonne)
)
40 T	0000269	1	Aluminium Clad Raw Material Storage Silos, Approx 55 Tonne)
)
30 T	0000270	1	Aluminium Clad Raw Material Storage Silos, Approx 55 Tonne)
)
Chilled Water	0000260/	1	Chilled Water Distribution - includes 5 pumps with VSD control,)
Install	various		2 chillers, 4200 litres, chemical dosing system)
)
Moulds		50	Injection Mould Tools Throughout (Excluding IPR))
)

Material transfer	000229, 0004025, 0004027, 0004028, 0000232, 0000233	1	Material Blending System - ColorTronic)	
)	
)	
)	
)	
)	
PC 1	0004012	1	Pack conveyor system 1)	
)	
PC 2	0004013	1	Pack conveyor system 2)	
)	
Munchy	0000156	1	Waste recycling extrusion machine)	
)	
Compressor	0004035	1	Air compressor	)	120,000
Total Appraised					120,000



Valuation

Ballitore Dairy

Ballitore

Athy

Co Kildare

Ireland

Market Value

Ex Situ

As At

28.6.21

£

Machinery and Business Assets

Item	Ref	Qty.		
		3	Uniloy Blow Moulding Production Lines (Advised Same Format as the Production Lines at Newport Pagnell) Each Comprising:)
)
)
Uniloy		1	Uniloy Blow Moulding Machine 350R2)
			Serial No. 4715 (Circa 1995))
			with Material In Feed Hopper)
)
Colling track		1	Take Off Conveyor)
)
Pick & Place		1	Suction Pick and Place Transfer Take Off Unit)
)
Trimmer		1	Uniloy Post Moulding Trimming Station)
			Serial No. ?)
			with Waste Conveyor)
)
End conveyor		1	Trimmer waste conveyor)
)
Airveyor	0000326	1	Four Lane Bottle Transfer Bridge, Air Fed)
)
Leak tester		1	In Line Pressure Testing Unit with Reject)
)
VIS		1	Vision Inspection System)
)
VMS		1	Vision Measurement System)
)
Bottle conveyor		1	Downstream bottle conveyor system)
)
Auto - bagger	0000332	1	Bagger)
)
De-elevator		1	Isoma conveyor system)
)
Rapid Granulator		1	Regrind Facility)
)
Uniloy	0000337	1	Uniloy Blow Moulding Machine 400R11)
			Serial No. 4716 (Circa 1995))
			with Material In Feed Hopper)
)
Colling track		1	Take Off Conveyor)

Pick & Place	0000341	1	Suction Pick and Place Transfer Take Off Unit)
)
Trimmer		1	Uniloy Post Moulding Trimming Station)
			Serial No. 4716T)
			with Waste Conveyor)
)
End conveyor		1	Trimmer waste conveyor)
)
Airveyor	0000368	1	Three Lane Bottle Transfer Bridge, Air Fed)
)
Leak tester		1	In Line Pressure Testing Unit with Reject)
)
VIS		1	Vision Inspection System)
)
VMS		1	Vision Measurement System)
)
Bottle conveyor		1	Downstream bottle conveyor system)
)
Auto - bagger	0000342	1	Bagger)
)
De-elevator		1	Isoma conveyor system)
)
Rapid Granulator		1	Regrind Facility (shared granulator))
)
Uniloy	0000364	1	Uniloy Blow Moulding Machine 400R11)
			Serial No. 4448 (Circa 25 Years Old))
			with Material In Feed Hopper)
)
Colling track		1	Take Off Conveyor)
)
Pick & Place	0000327	1	Suction Pick and Place Transfer Take Off Unit)
)
Trimmer	0000328	1	Uniloy Post Moulding Trimming Station)
			Serial No. 4522T, Model 10041)
			with Waste Conveyor)
)
End conveyor		1	Trimmer waste conveyor)
)
Airveyor		1	Two Lane Bottle Transfer Bridge, Air Fed)
)
Leak tester	0000365	1	In Line Pressure Testing Unit with Reject)
)
VIS		1	Vision Inspection System)
)
VMS		1	Vision Measurement System)
)
Bottle conveyor		1	Downstream bottle conveyor system)
)
Auto - bagger	0000325	1	Bagger)
)
De-elevator		1	Isoma conveyor system)
)
Rapid Granulator		1	Regrind Facility (shared granulator))
)
50T		2	Aluminium Clad Raw Material Storage Silos, Approx 55 Tonne)
)
Chilled Water	0000407	1	Trane Chiller)
)
Chilled Water		1	Euro Chiller)
)
Moulds		24	Injection Mould Tools Throughout (Excluding IPR))

Material transfer	1	Material Blending System - ColorTronic)	
)	
CompAir	1	Air Compressor)	
)	
Kaeser	0000375	1	Air Compressor)
)	
		(Believed to be Subject to Lease))	0

Total Appraised	0
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Execution Version

SCHEDULE 3
Investments

Nil

Execution Version

EXECUTION PAGE

EXECUTED as a DEED by)
FIRST CIRCLE PACKAGING LIMITED) Director
acting by a director in the presence of:)
Chris Phelan
Print name:

DocuSigned by:
[Redacted]
931A938D39994F4...

Signature of witness

DocuSigned by:
[Redacted]
F8A1E531A938D39994F4...

Print name (in BLOCK SHARON SQUIRE
CAPITALS):



Address:

[Redacted]
.....
.....
.....

Occupation:

EXECUTIVE ASSISTANT TO CEO - CHRIS PHELAN
.....

Execution Version

Executed as a deed by	)	DocuSigned by:
ROSS TRUSTEE SERVICES LIMITED)	
	)	7CC00C1E37224CC...
acting by two directors / a director and	)	Director
secretary)	
	)	Susan Andrews
	)	Print name:
)	
	)	DocuSigned by:
)	
	)	EF96B5A2B5FD49F...
	)	Director/Secretary
)	
	)	Grant Suckling
	)	Print name: