## **MG01**

## Particulars of a mortgage or charge



A fee is payable with this form.

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

✓ What this form is for You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland What this form is NO You cannot use this for particulars of a charge company. To do this, p form MG01s



**COMPANIES HOUSE** 

02 14/04/2011

II 1661

Company number

O O 7 2 0 9 7 6

Company name in full Wyndeham Roche Limited (formerly known as St Ives Roche Limited) (the "Client")

Date of creation of charge

Date of creation

Description

Please give a description of the instrument (if any) creating or evidencing the Image of the control of the instrument (if any) creating or evidencing the Image of the control of the instrument (if any) creating or evidencing the Image of the control of the instrument (if any) creating or evidencing the Image of the control of the instrument (if any) creating or evidencing the Image of the control of the instrument (if any) creating or evidencing the Image of the control of the instrument (if any) creating or evidencing the Image of the control of the instrument (if any) creating or evidencing the Image of the control of the instrument (if any) creating or evidencing the Image of the control of the instrument (if any) creating or evidencing the Image of the control of the instrument (if any) creating or evidencing the instrument (if any) creating or evi

| 3              | Description   |   |
|----------------|---|---|
|                | Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'   |   |
| Description    | Debenture (the "Deed")  |   |
| 4              | Amount secured  |   |
|                | Please give us details of the amount secured by the mortgage or charge  | Continuation page Please use a continuation page if |
| Amount secured | All the Client's liabilities to RBSIF of any kind and in any currency (whether present or future or actual or contingent and whether incurred alone or jointly with another) together with RBSIF's charges and commission, Interest and Expenses (the "Client's Obligations") | you need to enter more details                      |
|                |   |   |

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| Mortgagee(s) or person(s) entitled to the charge (if any)                                |  |
|--|--|
| Please give the name and address of the mortgagee(s) or person(s) entitled to the charge | Continuation page Please use a continuation page if you need to enter more details   |
| RBS Invoice Finance Limited ("RBSIF")  |  |
| Smith House, PO Box 50, Elmwood Avenue, Feltham  |  |
| Middlesex  |  |
| T W 1 3 7 Q D  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Short particulars of all the property mortgaged or charged                               |  |
| Please give the short particulars of the property mortgaged or charged                   | Continuation page Please use a continuation page if you need to enter more details   |
|  |  |
|  | the charge  RBS Invoice Finance Limited ("RBSIF")  Smith House, PO Box 50, Elmwood Avenue, Feltham  Middlesex  T W 1 3 7 Q D  Short particulars of all the property mortgaged or charged |

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

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

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

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

Commission, allowance N11 or discount

## Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

## Signature

Please sign the form here

Signature

Signature

iper like LIMP

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

X

MG01
Particulars of a mortgage or charge

| Presenter information   | Important information   |
|---|---|
| You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the  | Please note that all information on this form will appear on the public record.   |
| original documents. The contact information you give will be visible to searchers of the public record  | £ How to pay  |
| Contact name Thomas Stansfield  | A fee of £13 is payable to Companies House in respect of each mortgage or charge.   |
| Company name DLA Piper UK LLP   | Make cheques or postal orders payable to 'Companies House'  |
| Address 3 Noble Street  | 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:  |
| Post town London  | For companies registered in England and Wales:  |
| County/Region  Postcode E C 2 V 7 E E   | The Registrar of Companies, Companies House,<br>Crown Way, Cardiff, Wales, CF14 3UZ<br>DX 33050 Cardiff   |
| Country United Kingdom  |   |
| DX DX 33866 Finsbury Square   | For companies registered in Scotland: The Registrar of Companies, Companies House,  |
| Telephone 020 7796 6661   | Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  |
| ✓ Certificate   | DX ED235 Edinburgh 1<br>or LP - 4 Edinburgh 2 (Legal Post)  |
| 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  | For companies registered in Northern Ireland. The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street,   |
| ✓ Checklist   | Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1   |
| We may return forms completed incorrectly or with information missing   | Further information   |
| Please make sure you have remembered the following:  The company name and number match the information held on the public Register  You have included the original deed with this form  You have entered the date the charge was created  You have supplied the description of the instrument  You have given details of the amount secured by the mortgagee or chargee  You have given details of the mortgagee(s) or person(s) entitled to the charge  You have entered the short particulars of all the property mortgaged or charged  You have signed the form  You have enclosed the correct fee | 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 |

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

### 1. Charge

- 1.1 The Client covenanted to discharge on demand the Client's Obligations and as continuing security for such discharge and with full title guarantee charged to RBSIF:
  - 1 1 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Client.
- 1.1.2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Client except the property charged by Clause 2 1.1 of the Deed
- 1 1 3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Client
- 1 1.4 By way of fixed charge all of its plant & machinery
- 1.1 5 By way of fixed charge the benefit of all contracts, licences and warranties relating to the plant & machinery
- 1 1 6 By way of fixed charge the Plant & Machinery (if any) specified in part 1 of Schedule 2 (Plant & Machinery) of the Deed
- 1 1 7 By way of fixed charge the benefit of all contracts, licences and warranties relating to the Plant & Machinery (if any) specified in Part 1 of Schedule 2 (Plant & Machinery) of the Deed.
- 1 1 8 By way of fixed charge the Plant & Machinery (if any) specified in Part 2 of Schedule 2 (Plant & Machinery) of the Deed.
- 1.1 9 By way of fixed charge the benefits of all contracts, licences and warranties relating to the Plant & Machinery (if any) specified in Part 2 of Schedule 2 (Plant & Machinery) of the Deed
- 1 1 10 By way of fixed charge all rents, receivable from any lease granted out of any freehold and leasehold property of the Client
- 1 1 11 By way of fixed charge all the goodwill of the Client's business present and future
- 1 1 12 By way of fixed charge all the uncalled capital of the Client present and future
- 1 1 13 By way of fixed charge all stocks, shares and other securities held by the Client at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities
- 1 1 14 By way of fixed charge all Intellectual Property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
- 1 1 15 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with RBSIF or any third party
- 1 1 16 By way of fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to the Client

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

- 1 1 17 By way of fixed charge all and any Related Rights relating to any Non-Vesting Domestic Debts
- 1.1 18 By way of fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to the clients
- 1 1 19 By way of fixed charge all and any Related Rights relating to any Non-Vesting Export Debts.
- 1 1 20 By way of fixed charge all and any Excluded Proceeds
- 1 1.21 To the extent that any Assigned Asset is not effectively assigned under Clause 3 (Security Assignment) of the Deed, by way of first fixed charge, such Assigned Assets so that each Assigned Asset not effectively assigned is subject to a separate fixed charge
- 1 1 22 By way of floating charge all the undertaking and all property assets and rights of the Client present and future not subject to a fixed charge under the Deed or any other security present or future held by RBSIF

### 2. Security assignment

- The Client assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the.
- 2 1 1 Excluded Proceeds
- 2 1 2 Plant & Machinery Insurance Policy, all claims under the Plant & Machinery Insurance Policy and the proceeds of the Plant & Machinery Insurance Policy
- 2 1 3 any insurance policy which may replace the Plant & Machinery Insurance Policy and all claims and proceeds of that policy.
- 2 1 4 Property Insurance Policy, all claims under the Property Insurance Policy and the proceeds of the of the Property Insurance Policy
- 2 1 5 any insurance policy which may replace the Property Insurance Policy and all claims and proceeds of that policy
- 2 1 6 proceeds of the sale of any Plant & Machinery
- To the extent that any asset expressed to be assigned in Clauses 3 1 2 to 3.1 6 (inclusive) of the Deed 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 the Client to any proceeds of such policies or agreements

### 3. Restrictions

- 3 1 The Client will not, without RBSIF's consent
- 3 1 1 other than Permitted Security, permit or create any mortgage, standard security, charge or lien on the Property
- 3 1 2 dispose of the Property charged by Clause 2 1 of the Deed

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Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

- 3 1 3 dispose of the Property charged by Clause 2.1 22 of the Deed, other than in the ordinary course of business
- 3 1 4 call on, or accept payment of, any uncalled capital.
- 3 1 5 grant, or accept a surrender of, any lease or licence of any of its Real Property or consent to a tenant assigning or sub-letting.
- 3 1.6 dispose of, part with or share possession or occupation of any of its Real Property

### 4. Property Undertakings

- 4 1 The Client will:
- 4 1 1 permit RBSIF at any time to inspect the Property
- 4 1 2 Keep all Property of an insurable nature comprehensively insured (including if requested by RBSIF, terrorism cover) to RBSIF's reasonable satisfaction for its full reinstatement cost. In default, RBSIF may arrange insurance at the Client's expense
- 1 1 3 Subject to the provisions of Paragraph 6 2.8 of Schedule 4 (Property Facility) of the ABFF, hold on trust for RBSIF all proceeds of any insurance of the Property other than an ABL Insurance. At RBSIF's option, the Client will apply the proceeds in making good the relevant loss or damage, or to reduce the Client's Obligations
- 4 1 4 where required by RBSIF (in addition to any rights RBSIF may have under the ABFF in this regard), deposit with RBSIF all insurance policies (or copies where RBSIF agrees), and all deeds and documents of title relating to the Property
- 4 1 5 keep the Property in good condition
- 4 1 6 not, without RBSIF's consent, carry out any development on or make any alterations to any Real Property which require planning permission or approval under building regulations
- 4 1 7 deal with all Fixed Charge Debts and their Related Rights as if they were debts which vested in RBSIF under the ABFF
- 4 1 8 deal with all Debts in accordance with the terms of the ABFF
- 4 1 9 if any Plant & Machinery is listed in Schedule 3 (Plant & Machinery) of the ABFF, comply with the provisions of Paragraphs 6 and 8 of Schedule 3 (Plant & Machinery Facility) of the ABFF in relation to that Plant & Machinery as if these provisions were set out in the Deed
- 4 1 10 deal with the Property Insurance Policy in accordance with the provisions of Paragraph 6 2 of Schedule 4 (Property Facility) of the ABFF as if these provisions were set out in the Deed
- 4 1 11 deal with the Plant & Machinery Insurance Policy in accordance with the provisions of Paragraph 7 of Schedule 3 (Plant & Machinery Facility) of the ABFF as if these provisions were set out in the Deed.

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

### 5. Conversion of Floating Charge to Fixed Charge

- RBSIF may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Client will not dispose of the affected Property without RBSIF's consent.
- 5.2 The floating charge will become a fixed charge if an administrator of the Client is appointed.

### 6. Possession and Enforceability

- 6.1 RBSIF does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Client will continue in possession until RBSIF takes possession.
- 6 2 RBSIF may take possession and enforce the Deed if:
- 6 2 1 a Termination Event has occurred and is continuing
- 6 2 2 the Client asks RBSIF, or RBSIF receives notice of intention, to appoint an administrator or an administration application is made.
- 6 2.3 a meeting is called or petition is presented for liquidation of the Client.
- Any purchaser or third party dealing with RBSIF or a receiver may assume that RBSIF's powers have arisen and are exercisable without proof that demand has been made
- RBSIF will not be liable to account to the Client for any money not actually received by RBSIF

### 7. Appointment of Receiver or Administrator

- 7 1 RBSIF may appoint or remove a receiver of the Property, or appoint an administrator of the Client
- Any receiver will be the Client's agent and the Client (and not RBSIF) will be responsible for the acts, defaults and remuneration of the receiver RBSIF may fix and pay the receiver's fees and expenses at the expense of the Client

### 8. Powers of RBSIF, an Administrator or Receiver

- 8 1 RBSIF, an administrator or any receiver may
- 8 1 1 carry on the Client's business
- 8 1 2 enter, take possession of, and/or generally manage the Property
- 8 1 3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Real Property
- 8 1 4 purchase any Real Property or other property and purchase, grant or release any interest in or right over Real Property or the benefit of any covenants affecting that Real Property References to Real Property or Property include land or property that is purchased by RBSIF or a receiver under this power

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## Short particulars of all the property mortgaged or charged

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### Short particulars

- 8 1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Real Property
- 8 1 6 complete any transactions by executing any deeds or documents in the name of the Client
- 8 1 7 take, continue or defend any proceedings and enter into any arrangement or compromise
- 8 1 8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this
- 3 1 9 if the Client is a company, call up any uncalled capital with all the powers conferred by the Client's articles of association
- 8 1.10 if the Client is an LLP, call up any capital due from the Client's members with all the powers conferred by the members' agreement in relation to capital contributions.
- 8 1 11 employ advisers, consultants, managers, agents, workmen and others
- 8 1 12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies
- 8 1 13 do any acts which RBSIF or a receiver considers to be incidental or beneficial to the exercise of their powers.
- A receiver may borrow and secure the repayment of any money, in priority to the Client's Obligations
- 8 3 Joint receivers may exercise their powers jointly or separately
- A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law
- 8 5 RBSIF may exercise any of its powers even if a receiver has been appointed
- RBSIF may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property Otherwise RBSIF will only exercise those rights as instructed by the Client
- RBSIF may set off any amount due from the Client against any amount owed by RBSIF to the Client RBSIF may exercise this right, without prior notice, both before and after demand. For this purpose, RBSIF may convert an amount in one currency to another, using its market rate of exchange at the relevant time

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|---|--|
|   |  |

## Short particulars of all the property mortgaged or charged

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### Short particulars

Any credit balance with RBSIF will not be repayable, or capable of being disposed of, charged or dealt with by the Client, until the Client's Obligations have been paid in full RBSIF allowing the Client to make withdrawals will not waive this restriction.

## 9. Preservation of other Security and Rights and Further Assurance

- The Deed is in addition to any other security for the Client's Obligations held by RBSIF now or in the future. RBSIF may consolidate the Deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or RBSIF's other rights.
- 9 2 On request, the Client will execute any deed or document, or take any other action required by RBSIF, to perfect or enhance RBSIF's security under the Deed

#### 10. Power of Attorney

10.1 To give effect to the Deed and secure the exercise of any of its powers, the Client irrevocably appoints RBSIF, and separately any receiver, to be the Client's attorney (with full power of substitution and delegation), in the Client's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

#### 11. Transfers

11 1 RBSIF may allow any person to take over any of its rights and duties under the deed. The Client authorises RBSIF to give that person or its agent any financial or other information about the Client. References to RBSIF include its successors.

### SCHEDULE 1 of the Deed

#### ABL Insurances

#### Part 1 - Plant & Machinery Insurance Policy

| Insurer     |                 | In | sured | rıskı | 9  |     | Policy number  |  |  |
|-------------|-----------------|----|-------|-------|----|-----|--|--|--|
| ACE Limited | Risks<br>Policy | as | set   | out   | ın | the | 74UKC19842<br>(insofar as it<br>relates to the<br>Plant & Machinery<br>described in<br>Schedule 2) |  |  |

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### Short particulars of all the property mortgaged or charged

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### Part 2 - Property Insurance Policy

| ſ | Insurer | Insured risks | Policy number |
|---|---------|---------------|---------------|
|   |         |               |               |

### Definitions and Interpretation

In this form the following terms have the following meanings

ABFF: The asset based finance facility dated 13 March 2011 and made between, amongst others, RBSIF and the Client.

ABL Insurances: The Plant & Machinery Insurance Policy and the Property Insurance Policy and ABL Insurance means either of them

Assigned Assets: The assets expressed to be assigned pursuant to clause 3 (Security Assignment) of the Deed

Customer: A debtor of a Client under a Sales Contract based in an Approved Territory (as defined in Schedule 10 of the ABFF)

**Debt:** Any monetary claim on or obligation of a Customer under a Sale Contract (including any applicable tax or duty), present, future or contingent, together with all Related Rights and excluding the Excluded Debts

Discounting Charge: The charge for RBSIF making Prepayments (as defined in the ABFF) to a Client which is deducted from the purchase price of the Client's Debts, and calculated daily by applying the Discount Margin (as defined in the ABFF) plus the Applicable Rate (as defined in the ABFF) to the balance on the Receivables Client Account (as defined in the ABFF).

Excluded Proceeds: All and any moneys paid to a Nominated Account (being an account nominated and operated by RBSIF and which are set out at Schedule 10 of the ABFF) which are not the proceeds of a Debt

Expenses: All expenses (on a full indemnity basis) incurred by RBSIF or any Receiver at any time in connection with

- the Property,
- 2 the Client's Obligations, or
- in taking or perfecting the deed or in protecting, defending or enforcing the security created by the deed or in exercising any power under the deed or otherwise, in each case with Interest from the date they are incurred

Export Debt: A Debt evidenced by an invoice addressed to a Customer outside the United Kingdom

Fixed Charge Debts: All Debts which fail to vest in RBSIF under the ABFF

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### Short particulars of all the property mortgaged or charged

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### Short particulars

Intellectual Property: 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 exist), whether registered or unregistered

Interest: Interest at the same rate that is used to calculate Discounting Charge and calculated both before and after demand or judgement on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by RBSIF

Non-Vesting Domestic Debts: All and any Debts (other than Exports Debts) purportedly assigned to RBSIF pursuant to the ABFF from time to time but which do not, for any reason vest absolutely and effectively in RBSIF

Non-Vesting Export Debts: All and any Export Debts purportedly assigned to RBSIF pursuant to the ABFF from time to time but which do not, for any reason vest absolutely and effectively in RBSIF.

#### Permitted Security:

- Any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by a member of the Group (as defined in Schedule 10 of the ABFF),
- any netting or set-off arrangement entered into by an obligor to the ABFF in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances provided that the arrangement is in place with National Westminster Bank Plc or any other clearing bank with whom an Intercreditor Agreement (as defined in the ABFF) is in place,
- 3 the Vendor Security (as defined in the ABFF),
- 4 the Cigala Security (as defined in the ABFF),
- until the earlier of (a)the transfer of the Group's (as defined in Schedule 10 of the ABFF) banking arrangements to NatWest in accordance with Clause 16 35 4 of the ABFF or (b) 6 Months after the date of the ABFF, the Deed of Charge over Credit Balances given by Wyndeham Press Group Limitedin favour of Barclays Bank Plc dated 05 November 2008,
- the rent deposit deed given by Southernprint Limited in favour of Carmel Southend Limited dated 30 October 2010,
- security registered at Companies House and granted by the Parent Group (as defined in the ABFF) and existing at the date of the ABFF provided that such security is fully discharged on or before the Commencement Date (being the 6 April 2011), and
- 8 any other security approved by RBSIF in writing

Plant & Machinery: The plant and machinery (if any) specified in Part 1 of Schedule 2 (Plant & Machinery) of the Deed

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## Short particulars of all the property mortgaged or charged

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### Short particulars

Plant & Machinery Insurance Policy: The plant and machinery insurance policy (if any) the details of which are specified in Part 1 of Schedule 1 (ABL Insurances) of the Deed and all cover notes relating to that policy.

**Property:** The whole and any part of the undertaking property and assets of the Client charged by Clause 2 of the Deed

Property Insurance Policy: The property insurance policy (if any) the details of which are specified in Part 2 of Schedule 1 (ABL Insurances) of the Deed and all cover notes relating to that policy

### Real Property:

- 1. Any freehold, leasehold or immovable property, and
- any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

Related Rights: Any rights in relation to a Debt or Sale Contract including (i) a Client's rights as an unpaid seller, (ii) documents of title to goods, (iii) the benefit of all insurances, (iv) all remittances, security, bonds, guarantees and indemnities, (v) all accounting records; and (vi) interest

Sales Contract: A contract between a Client and another person for the sale or hire of goods or the provision of services or work done and materials supplied

Subsidiary of a company or corporation means any company or corporation

- which is controlled, directly or indirectly, by the first-mentioned company or corporation, or
- more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or
- which is a subsidiary of another subsidiary of the first mentioned company or corporation,

and, for these purposes a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

Termination Event: An event listed in Clause 19 (Termination Events) of the ABFF

### **SCHEDULE 2 of the Deed**

### Part 1

## Plant & Machinery

## Victoria Business Park, Roche, St Austell, PL26 8LX

| NO          | ITEM DESCRIPTION  |
|-------------|---|
| Yard - Outs | side_   |
| 1           | Two Carrier model 30RH-160-BO458-PEE twin fan packaged water chillers<br>Serial number 12U812820 (2008)<br>Serial number 12Z420073                |
| 2           | Carrier model 30RA-160-BO346-PEE twin fan packaged chiller<br>Serial number 12Z420072 (2005)  |
| 3           | Carrier model 30GX-182-A0409-PEE eight fan packaged water chiller<br>Serial number 12N500843 (2005)   |
| 4           | Carrier six fan packaged water chiller  |
| 5           | Carrier model PI1432-EE ten fan packaged water chiller<br>Serial number 12Y418857 (2004)  |
| <u> </u>    | Paramount Waste and Dust Extraction from Web Presses comprising   |
| 6           | Enclosed blow/chop fans   |
| 7           | Conical based dust collection hoppers and scrubbing vessel to three discharge chutes (compactors third party owned)                               |
| 8           | POR Ecomec Junior Rasch briquetting machine<br>Serial number CE3022 (2005)  |
| 9           | Associated ducting and controls for the extraction plant  |
| 10          | Twin fan packaged water chiller (to switch room)  |
| 11          | Carrier model 30XA0702-0124-PEE ten fan packaged water chiller<br>Serial number 12Q903468 (2009)  |
| 12          | Carrier model 30GX-182-A0197-PEE eight fan packaged water chiller<br>Serial number 12U238892 (2002)   |
| ,           | Waste and Dust Extraction from Bindery and Guillotines comprising   |
| 13          | Neu Engineering 77 55 chop fan<br>Serial number STD 1026  |
| 14          | Airmat chopper fan  |
| 15          | Paramount waste and dust extraction conical based dust collection hoppers and scrubbing vessel to discharge chutes (compactors third party owned) |
| 16          | POR Ecomec Junior Rasch briquetting machine<br>Serial number CE3023 (2005)  |

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| NO         | ITEM DESCRIPTION  |
|------------|---|
| 17         | Associated ducting and controls for the extraction plant  |
|            | SS8 Waste and Dust Extraction comprising  |
| 18         | Neu Engineering 77 42 WH chop fan<br>Serial number STD 942 (1995)   |
| 19         | Delta Neu dust collection hoppers and scrubbing vessel to twin discharge chutes (compactors third party owned)                |
| 20         | Associated ducting and controls for the extraction plant  |
| Pump Hous  | se_   |
| 21         | Five Busch vacuum pumps   |
| 22         | Eight Busch pressure compressor pumps   |
| Compresso  | or House  |
| 23         | Domnick Hunter ES2600 oil/water separator   |
| 24         | Atlas Copco GA75 packaged screw air compressor<br>Serial number All467778 (1999)  |
| 25         | Atlas Copco GA90VSD Workplace Air System packaged screw air compressor Serial number All497006 (2004)                         |
| 26         | Atlas Copco GA90 packaged screw air compressor<br>Serial number AIF 0945585 (2004)  |
| 27         | Kaeser Select AirCenter ASK35 packaged screw air compressor<br>Serial number 1145 (2008)<br>complete with oil/water separator |
| 28         | Atlas Copco FD560 packaged air dryer<br>Serial number AIQ 751052  |
| 29         | Two Domnick Hunter inline compressed air filters  |
| 30         | Abbott 10 5 bar welded steel vertical air receiver<br>Serial number A44750 (1999)   |
| 31         | Atlas Copco GA22FF packaged screw air compressor<br>Serial number All286007 (2008)  |
| 32         | Two water holding tanks (one for RO and one for town water), filters and two Grundfos chiller pumps                           |
| Mailing De | partment  |
|            | Sitma 950E Inserting and Polywrapping Line comprising:  |
| 33         | Sitma model 668 main product shuttle feeder<br>Serial number 748 (2005)   |
| 34         | Sitma model 161AS automatic loader  |
|            |   |

| NO | ITEM DESCRIPTION  |
|----|---|
|    | Serial number 748 (2005)  |
| 35 | Sitma A978-B five station rotary inserter feeders   |
| 36 | Sitma model 950-E Poly-Papermatic paper and film wrapping and sealing unit with guillotine and fold Serial number 1335 complete with film reel unwind stand and Siemens Simatic OP27 control and pack separation incline conveyor |
| 37 | Domino Jetarray inkjet printer complete with Editor GT software system  |
| 38 | Sitma 584N pack separation elevating conveyor Serial number 1101 complete with powered exit/reject belt conveyor  |
| 39 | Sitma model 769-RWY compensating stacker and pile turner Serial number 317  |
| 40 | Sitma model 789-P stacker<br>Serial number 296  |
| 41 | Toshiba SX-F label printer  |
| 42 | Mosca RO-M-P4 strapper<br>Serial number 80364   |
| 43 | Mosca type RO-TRI-5 fully automatic strapper<br>Serial number 90139 (2008)<br>complete with mobile roller take off table  |
|    | Sitma 950E Inserting and Polywrapping Line comprising.  |
| 44 | Sitma model 668 main product shuttle feeder<br>Serial number 792 (2006)   |
| 45 | Sitma model 525N main product shuttle feeder<br>Serial number 181   |
| 46 | Sitma five station rotary inserter feeders  |
| 47 | Sitma model 950-E Poly-Papermatic paper and film wrapping and sealing unit with guillotine and fold Serial number 421 complete with film reel unwind stand and Siemens Simatic OP27 control and pack separation incline conveyor  |
| 48 | Domino Jetarray inkjet printer complete with Editor GT software system  |
| 49 | Sitma 584N pack separation elevating conveyor Serial number 1109 complete with display and powered exit/reject belt conveyor  |
| 50 | Sitma model 609REW side sealing unit<br>Serial number 75  |
| 51 | Sitma model 769-RWY compensating stacker and pile turner Serial number 324 complete with powered belt take off conveyor and powered roller conveyor   |

| NO            | ITEM DESCRIPTION   |
|---------------|--|
| 52            | TEC label printer  |
| 53            | Mosca type RO-TRI-5 fully automatic strapper<br>Serial number 90138 (2008)<br>complete with mobile roller take off table   |
|               | Buhrs 3000 Inserting and Polywrapping Line comprising:   |
| 54            | Two Domino Jetarray inkjet printers  |
| 55            | Buhrs six station insert feeders complete with continuous throughfeed conveyor system  |
| 56            | Sitma PAT 989572391 P&P unit<br>Serial number 2716 (2004)  |
| 57            | Robatech RO Compact ICS TRM4 pre-melter glue unit  |
| 58            | Buhrs 3000 film wrapping and sealing unit Serial number 421 complete with film reel unwind stand and Siemens Simotion Touch P control and band transfer conveyor |
| 59            | Compensating stacker and pile turner   |
| 60            | Shuttleworth powered roller conveyor   |
| 61            | Mosca type RO-M-P4 strapper Serial number 77121 (2004) complete with mobile roller take off table  |
| 62            | Sitma model 835AF12 automatic sleeve wrapping machine<br>Serial number 986 (2003)  |
| 63            | Sitma model C-740T hot air shrink tunnel<br>Serial number 453 (2003)   |
| Mezzanine     |  |
| 64            | Atlas Copco GA75 packaged screw air compressor<br>Serial number All467777 (1999)   |
| 65            | Abbott & Co welded steel vertical air receiver<br>Serial number 57615  |
| 66            | Two Atlas Copco inline compressed air filters  |
| 67            | Atlas Copco FD511 packaged air dryer<br>Serial number 500709   |
| 68            | Domnick Hunter SE2030 filterand OS-500 oil/water separator   |
| Sheetfed Prin | t, Stitch and Cutting Area   |
|               | Komorı Lithrone L540SP Super Perfector 10 colour sheefed prınting press (2001) comprısıng:   |
| 69            | Hı-Pıle sheet feeder   |

| NO | ITEM DESCRIPTION  |
|----|---|
| 70 | Ten Komorı PQC 5 back 5 print towers  |
| 71 | Sunwash system  |
| 72 | Technotrans beta c dampening system   |
| 73 | Weko AP250 spray coater   |
| 74 | PDC-S colour check system   |
| 75 | Hı-Pıle sheet stacker   |
| 76 | Komorı press control console  |
|    | Wohlenberg Guillotine Line comprising:  |
| 77 | Baumann type NUP-650 pile lift<br>Serial number 52 723  |
| 78 | Baumann BSB8L table jogger with air float table<br>Serial number: 211 848   |
| 79 | Wohlenberg type 115 paper guillotine<br>Serial number 3750-008 (2000)<br>complete with air float table and light guards   |
| 80 | Baumann BA3N pallet restacker Serial number 1417  |
|    | Muller Martini SS8 Prima Saddle Stitching Line comprising:  |
| 81 | Overhead gantry system with fitted Demag 250kg rails and two manual cross travel rails each with Demag hoists and two Muller Martini log lifts Serial number MMZO 559031 (2002) |
| 82 | Five Muller Martini type 3736 stream feeders<br>Serial number 560 272 (2002)  |
| 83 | Eight type 0370 0401 gathering and feeder stations<br>Serial number MMZO 559031 (2002)  |
| 84 | Type 1529 0416 cover feeder<br>Serial number NN10697 Z0559032 (2001)  |
| 85 | Muller Martini Prima Amrys wire saddle stitching machine<br>Serial number MMZO 559031 / MMEZ 560388   |
| 86 | Type 0390 0410 gate diverter station  |
| 87 | Muller Martini three knife trimmer Serial number MMZO 559031 (2002) complete with powered band conveyor section   |
| 88 | Muller Martini Onyx type 6287 six station inserter Serial number 67607-9 (2001) complete with type 6274 and type 6208 powered belt transfer conveyors                           |

| <b>)</b>                       | ITEM DESCRIPTION  |
|--------------------------------|---|
| 89                             | Powered belt transfer conveyor  |
| 90                             | Muller Martini Practico compensating counter stacker with pile turner   |
| 91                             | Schneider Ozga Pakseal M30 strapper<br>Serial number 3190 (2001)  |
| 92                             | Sitma model 835AF12 automatic sleeve wrapping machine complete with Sitma C-740T hot air shrink tunnel and powered belt transfer conveyor (after tunnel) Serial number 438 (2002)   |
| 93                             | 90 degree bend powered belt transfer conveyor   |
| 94                             | Schneider Ozga Pakseal M30 strapper<br>Seriał number 3197 (2001)  |
| 95                             | Mosca RO-M-P2 strapper<br>Serial number 61974 (2001)  |
| 96                             | Powered roller transfer conveyor  |
| 97                             | Multer Martini Cohiba automatic palletising machine<br>Serial number 1228 0401 NN41511  |
|                                | complete with Solema turning station, serial number 10143 (2007), compensating stacker,infeed, powered transfers and pallet hopper  |
| ndery and                      |   |
| ndery and                      | stacker,infeed, powered transfers and pallet hopper   |
|                                | stacker,infeed, powered transfers and pallet hopper  ### Finishing Department   |
| 98.                            | Schneider Guillotine Line comprising:  Schneider Senator Profiline PL2 O-H pile lift  |
| <b>98.</b><br>99               | 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  |
| <b>98.</b> 99                  | 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 380-2420  Schneider Senator 115H type TSC S Line paper guillotine Serial number M-115H-005-03/20-07 (1997)   |
| 98.<br>99<br>100<br>101        | Schneider Senator Profiline 0077 jogger air float table Schneider Senator 115H type TSC S Line paper guillotine Serial number M-115H-005-03/20-07 (1997) complete with air float table and light guards  Schneider Senator Profiline RS model SR0059 pallet restacker   |
| 98.<br>99<br>100<br>101        | 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 380-2420  Schneider Senator 115H type TSC S Line paper guillotine Serial number M-115H-005-03/20-07 (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)   |
| 98.<br>99<br>100<br>101        | stacker,infeed, powered transfers and pallet hopper  ### Finishing Department    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 380-2420    Schneider Senator 115H type TSC S Line paper guillotine Serial number M-115H-005-03/20-07 (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)    MBO Folding Line 1 comprising: |
| 98.<br>99<br>100<br>101<br>102 | 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 380-2420  Schneider Senator 115H type TSC S Line paper guillotine Serial number M-115H-005-03/20-07 (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)  MBO Folding Line 1 comprising:  Continous feeder table complete with Danalec batch counter  MBO B26-C folder             |

| NO  | ITEM DESCRIPTION  |
|-----|---|
| 106 | Pile stacker and Vaculift feeder  |
| 107 | MBO T800-FP800/95 continuous feeder<br>Serial number 000319376  |
| 108 | MBO T800-1-82/6 folder Serial number 000319376 complete with Rapidset and MC-Control                      |
| 109 | MBO T800-2-82/4 folder<br>Serial number 000319376   |
| 110 | MBO T800-3-56/2 folder<br>Serial number 000319376   |
| 111 | MBO SBAP 82 ME presser stacker<br>Serial number 00 02 19 318  |
|     | Stahl Folding Line comprising:  |
| 112 | Stahl PD78-T pile lift and stacker feeder complete with Tremat vacuum delivery Serial number 81569-241033 |
| 113 | Stahl TD78/4-4-2PD2 folder<br>Serial number 81569-241033  |
| 114 | Stahl TD66/4 T folder<br>Serial number 81569-241033   |
| 115 | Stahl TD56/2 T folder<br>Serial number 81569-241033   |
| 116 | Stahl SBP 44 D-MKE D presser stacker<br>Serial number 81569-241512  |
|     | MBO Folding Line 2 (not in use - mothballed) comprising:  |
| 117 | Pile lift and stacker feeder complete with Vaculift vacuum delivery and Vacubelt                          |
| 118 | Danelec batch counter   |
| 119 | MBO K72-4KTL folder<br>Serial number 900112241  |
| 120 | MBO A76 powered belt take off table conveyor  |
| 121 | OMG Valletto 2 P450 presser stacker<br>Serial number 609 (1991)   |
| 122 | SWL 80kg jib crane and chain hoist  |
|     | MBO Folding Line 3 comprising:  |
| 123 | MBO T72-FP76 pile lift Serial number 920613828 complete with Vaculift vacuum delivery                     |

| NO  | ITEM DESCRIPTION   |
|-----|--|
| 124 | Danelec batch counter  |
| 125 | MBO T72-1-72/4 folder<br>Serial number 920613828   |
| 126 | MBO T72-2-72/4 folder<br>Serial number 920613828   |
| 127 | MBO B26-2-26/4 folder<br>Senal number: 306770  |
|     | Muller Martini Corona Binding Line (6) comprising:   |
| 128 | Overhead gantry system with fitted Demag 250kg rails and five manual cross travel rails each with Demag hoists and five Muller Martini 0277 0401 log lifts 1 x Serial number 99 25603 3 x Serial number MMZO 593959 (2002) 1 x Serial number 91 03735 (1995) |
| 129 | Eighteen type 3736 0009 stream feeders<br>Serial number (all) 94 1936 02 (1997)  |
| 130 | Three type 3736 0008 stream feeders<br>Serial number (all) 94 1936 03 (1997)   |
| 131 | Not In Use Four type 3736 0009 stream feeders<br>Serial number 94 02153 (1997)   |
| 132 | Muller Martini type 3681 32 station gathering and feeder line complete with 3681 card gluer and waste segregation channel and inline conveyor feed   |
| 133 | Robatech Roba 30 premelter glue unit   |
| 134 | Muller Martini reject station complete with powered belt reject transfer conveyor  |
| 135 | Muller Martini type 3643 twin jogging module transfer station interconnected to binder Serial number 94 01936  |
| 136 | Muller Martini type C18-41ZG Corona Perfect binder<br>Serial number 94 01936 (1997)<br>complete with two back glue units and one side glue unit and cover feeder station   |
| 137 | Muller Martini 3621 0032 diverter gate complete with reject belt conveyor  |
| 138 | Muller Martini Zenith S type 3672 three knife trimmer Serial number 94 01699 (1996) complete with collating and 6214 forwarding divert gate, Shuttleworth powered roller transfer conveyor   |
| 139 | Muller Martini Onyx six station inserter complete with powered belt transfer conveyors   |
| 140 | Robatech Concept RO premelter glue unit  |
| 141 | Muller Martini type 3631 CB16 compensating counter stacker<br>Serial number 94 01936 04 (1997)   |
| 142 | Schneider Ozga Pakseal M30 strapper  |
|     | /DED04000  |

| NO ITEM DESCRIPTION |   |  |
|---------------------|---|--|
|                     | Serial number 3191 (2001)   |  |
| 143                 | Muller Martini type 6200 diverter gate station  |  |
| 110                 | Serial number 47487-4 (1997)  |  |
| 144                 | Muller Martini type 3631 CB16 compensating counter stacker<br>Serial number 94 01936 05 (1997)<br>complete with Segbert bundle blocking unit  |  |
| 145                 | Schneider Ozga Pakseal M30 strapper<br>Serial number 3193 (2001)  |  |
| 146                 | Twin lane powered belt transfer conveyor  |  |
| 147                 | Muller Martini type 6257 automatic sleeve wrapping machine<br>Serial number 43895-1 (1997)  |  |
| 148                 | Muller Martini type 6216 hot air shrink tunnel<br>Serial number 43895-3   |  |
| 149                 | Two Easy Strap ES-35 automatic strappers Serial number 37981071 000 (2002) Serial number 37981071 001 (2002)  |  |
| 150                 | Segbert automatic palletising machine Serial number 97 complete with infeed, powered rollers, buffer, pallet hopper   |  |
| !                   | Muller Martini Corona Binding Line (7) comprising:  |  |
| 151                 | Overhead gantry system with fitted Demag 250kg rails and four manual cross travel rails each with Demag hoists and three Muller Martini 0277 0401 log lifts Serial number 91 86551 (1997) Serial number 91 02339 Serial number 99 30195 |  |
| 152                 | Thirteen type 3736 0009 stream feeders 10 x Serial number 94 02153 (1997) 3 x Serial number 94 01936 01 (1997)  |  |
| 153                 | Muller Martini 24 station gathering and feeder line complete with two card gluers and waste segregation channel and inline conveyor feed  |  |
| 154                 | Two Robatech Roba 30 premelter glue units   |  |
| 155                 | Muller Martini reject station complete with powered belt reject transfer conveyor   |  |
| 156                 | Muller Martini type 3643 twin jogging module transfer station interconnected to binder  |  |
| 157                 | Muller Martini type C18-41ZG Corona Perfect binder<br>Serial number 94 02153 (1997)<br>complete with two back glue units and one side glue unit and cover feeder station  |  |
| 158                 | Muller Martini 3621 0037 diverter gate complete with reject belt conveyor   |  |
| 159                 | Muller Martini Zenith S type 3672 three knife trimmer<br>Serial number 94 02153 02 (1997)<br>complete with collating and 6214 forwarding divert gate, serial number 47490-4   |  |

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| МО  | ITEM DESCRIPTION  |
|-----|---|
| 160 | Segbert VB95 bundle blocking unit<br>Serial number 179  |
| 161 | Muller Martini Onyx seven station inserter complete with powered belt transfer conveyors  |
| 162 | Muller Martini CB16 compensating counter stacker<br>Serial number 94 02153 02/25018   |
| 163 | Muller Martini type 6208 powered belt transfer conveyor   |
| 164 | Muller Martini type 6200 diverter gate station  |
| l.  | Serial number 47490-5   |
| 165 | Muller Martini CB16 compensating counter stacker<br>Serial number 94 02153 03/27582   |
| 166 | Schneider Ozga Pakseal M3000 strapper<br>Serial number 1983 (1997)  |
| 167 | Muller Martini type 6214 automatic sleeve wrapping machine<br>Serial number 83023-4 (2004)  |
| 168 | Muller Martini type 6216 hot air shrink tunnel<br>Serial number 45722-4 (1997)  |
| 169 | Twin lane powered belt transfer conveyor  |
| 170 | Mosca type RO-M-P4 strapper<br>Serial number 80594 (2005)   |
| 171 | Schneider Ozga Pakseal M-3000 strapper<br>Serial number 1952 (1997)   |
| 172 | Two powered belt transfer conveyors and one 90 degree bend belt transfer conveyor   |
| 173 | Schneider Ozga Pakseal M30 strapper<br>Serial number 3192 (2001)  |
| 174 | Segbert automatic palletising machine Serial number 117 complete with infeed, powered rollers, buffer and pallet hopper                                       |
|     | Muller Martini 300 Saddle Stitching Line comprising:  |
| 175 | Overhead gantry system with fitted Demag 250kg rail and manual cross travel rail with Demag hoist and Muller Martini 277 0401 log lift Serial number 99 29584 |
| 176 | Four stream feeders   |
| 177 | Seven gatherer feeder stations and cover feeder   |
| 178 | Muller Martini 400 0400 wire saddle stitching machine<br>Serial number 99 25603   |

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| NO       | TEM DESCRIPTION   |  |  |
|----------|---|--|--|
| <u>.</u> | complete with diverter station  |  |  |
| 179      | Muller Martini 251 0400 three knife trimmer<br>Serial number 99 25603   |  |  |
| 180      | Muller Martini diverter gate station and transfer conveyor  |  |  |
| 181      | Muller Martini four station inserter leading to up and over transfer conveyor   |  |  |
| 182      | Multer Martini type 310 CS-10 compensating counter stacker<br>Serial number 99 25603 02<br>complete with bundle blocking unit   |  |  |
| 183      | Schneider Ozga Pakseal M-3000 strapper<br>Serial number 1950 (1997)   |  |  |
| 184      | Muller Martini auto sleeve wrapping machine and throughfeed hot air shrink tunnel   |  |  |
| 185      | Pakseal automatic bundle collator   |  |  |
|          | Muller Martini Prima Saddle Stitching Line comprising:  |  |  |
| 186      | Overhead gantry system with fitted Demag 250kg rails and two manual cross travel rails each with Demag hoists, Muller Martini 0227 0401 log lifts Serial number 99 29584 and Muller Martini 227 0401 40 log lift, Serial number 91 06117 (1997) |  |  |
| 187      | Eight Muller Martini type 3736 stream feeders<br>Serial number MMFE 596469 (2002)   |  |  |
| 188      | Eight gathering and feeder stations and cover feeder  |  |  |
| 189      | Muller Martini 0333 0426 thickness tester module<br>Serial number MMZO 593959 (2002)  |  |  |
| 190      | Muller Martini Prima Amrys wire saddle stitching machine<br>Serial number MMFE 596469 (2002)  |  |  |
| 191      | Gate diverter station   |  |  |
| 192      | Muller Martini three knife trimmer complete with powered band conveyor section and diverter station   |  |  |
| 193      | Muller Martini Onyx type 6287 six station inserter Serial number 67611-9 (2002) complete with powered belt transfer conveyor and diverter station   |  |  |
| 194      | Muller Martini type 7254 0402 Practico compensating counter stacker Serial number MMZO 593959 (2002) and bundle blocking unit   |  |  |
| 195      | Schneider Ozga Pakseal M30 HS strapper<br>Serial number 3583 (2002)   |  |  |
| 196      | Sitma automatic sleeve wrapping machine complete with Sitma C-740T hot air shrink tunnel Serial number 439 (2002)   |  |  |

| NO ITEM DESCRIPTION |   |  |  |
|---------------------|---|--|--|
| 197                 | 90 degree bend powered belt transfer conveyor   |  |  |
| 198                 | Schneider Ozga Pakseal M30 strapper<br>Serial number 2706 (2000)  |  |  |
| 199                 | Segbert automatic palletising machine Serial number 96 complete with infeed, powered rollers, buffer and pallet hopper            |  |  |
| 200                 | Muller Martini mobile gluer complete with Robatech Concept premelter glue unit  |  |  |
| 201                 | Cyklop Auto type XP-112MVB-S/S7 CFM-1 top sheet inserter and strapping system Serial number 72018226                              |  |  |
| 202                 | Matco SLC rotary stretch pallet wrapping machine Serial number MA-04606 (2004)  |  |  |
| 203                 | Strapex type 606 rotary pallet stretch wrapping machine<br>Serial number 5305 (2001)<br>complete with pallet turntable            |  |  |
| 204                 | Unbranded rotary pallet stretch wrapping machine complete with powered roller infeed/outfeed table (not in use)                   |  |  |
| 205                 | Clarke pedestrian operated floor scrubber   |  |  |
| 206                 | Tennant 5680 Fast pedestrian operated floor scrubber  |  |  |
| 207                 | Karcher BD40/25C pedestrian operated floor scrubber   |  |  |
| 208                 | lako Hamster 780 pedestrian operated floor scrubber   |  |  |
| 209                 | Mobile industrial vacuum cleaner  |  |  |
| CTP Pump            | Room  |  |  |
| 210                 | Two Becker vacuum pumps   |  |  |
| Pre-Press I         | Department  |  |  |
| 211                 | Man Roland Lithoman plate punch<br>Serial number 28008 (2005)   |  |  |
|                     | Platestting Line 1 comprising:  |  |  |
| 212                 | Agfa Xcalıbur VLF-XT CTP platesetter Serial number 638 (2004) complete with Neslab Merlin M33 Thermo control, Xcalıbur RIP server |  |  |
| 213                 | Agfa Autolith TP150 plate processor<br>Serial number 9581009601-04/J  |  |  |
| 214                 | Agfa plate stacker  |  |  |
| 215                 | Ricoh Aficio SP9100DS printer/copier  |  |  |
| 216                 | Airdale packaged air condition unit   |  |  |
|                     |   |  |  |

| NO          | ITEM DESCRIPTION  |  |  |  |
|-------------|---|--|--|--|
|             | Platestting Line 2 comprising:  |  |  |  |
| 217         | Creo Lotem 800 Quantum 'squarespot' automated high throughput 8 page CTP platesetter Serial number 0228-112985/01 (2002) complete with CreoScitex universal debris removal cabinet and RIP server |  |  |  |
| 218         | Kodak Ploychrome Mercury plate processor<br>Serial number ME8367  |  |  |  |
| 219         | Plate stacker   |  |  |  |
| 220         | Allowance for computer room network racks, servers, Apple MAC processors and PCs associated with the pre-press and CTP  |  |  |  |
| Web Printir | ng Department   |  |  |  |
| 221         | MAN Roland 700 Sheetfed Printing Line comprising  |  |  |  |
| 222         | Hı-Pıle sheet stacker feeder and vacuum delivery to feed table  |  |  |  |
| 223         | MAN Roland type R710 3B PLV 10 colour 5 back 5 perfecting printing press<br>Serial number 33033 (2008)  |  |  |  |
| 224         | Aquaous inline coater station   |  |  |  |
| 225         | IR drying   |  |  |  |
| 226         | Grafix Cantronic 3000 powder coating  |  |  |  |
| 227         | Hı-Pıle sheet take off delivery   |  |  |  |
| 228         | Two Atlas Copco welded steel vertical air receivers   |  |  |  |
| 229         | Becker vacuum pumps / compressed air system   |  |  |  |
| 230         | Technotrans dampening system  |  |  |  |
| 231         | MAN Roland control console and colour checker system  |  |  |  |
| 232         | Avery Weightronix platform digitial weigh scales  |  |  |  |
| 233         | Intech PSA1100 pallet lift  |  |  |  |
|             | Steinemann 102 Varnishing Line comprising:  |  |  |  |
| 234         | Mabeg Hi-Pile stacker, sheet feeder and delivery table  |  |  |  |
| 235         | Sherman GX40R Corona treatment system   |  |  |  |
| 236         | Compressor pump and snail fan   |  |  |  |
| 237         | Steinemann wet UV varnishing unit complete with delivery feed table   |  |  |  |
| 238         | Steinemann four lamp UV dryer with overhead lamp canopy   |  |  |  |
| 239         | Hı-Pıle sheet take off stacker  |  |  |  |

| ITEM DESCRIPTION  |
|---|
| Komori L540 5 colour sheetfed printing press line<br>Serial number: 2024 (1997)   |
| complete with   |
| Hı-Pıle stacker sheet feed delivery   |
| Five Komori printing towers   |
| Powder coating tower  |
| Grafix Digitronic powder spray  |
| IVT combi dryer   |
| Technotrans dampening   |
| Compressors and pumps   |
| Komorı prınt control console and colour checker management system   |
| Genie GS-2632 electric scissor lift   |
| Upright Z26N electric scissor lift  |
| Genie electric boom cherry picker access platform   |
| Cyklop GL 110/11 110 11 rotarty pallet stretch wrapping machine<br>Serial number 000373<br>complete with pallet turntable   |
| Komorı 38 Web Press Line (Press Line 5) comprising:   |
| Megtec 5000 1020mm web width twin feed web slicer stand with reel handling system, DSA infeed and web aligner/leveller, light guards and Demag hoist  |
| Baldwin web catcher and JetWeb aquaeous coater  |
| Komori 38 type LR-638 / 625SII 6 colour web printing press<br>Serial number 103 (1999)<br>complete with Hydrair ink systems   |
| Arcade print control system, web cooling, IST UV drying, blanket wash, Technotrans delta d dampening water system, RGP RO water systems tank and Color Quick QTI System control management software |
| JetWeb type KUHLWALZE web varnishing station  |
| Megtec type Dual Dry TNV 10 8/1066 natural gas twin deck drying oven Serial number 0022-SV (2000) complete with afterburner   |
| Chill roll stand, silicone applicator unit and re-moistening unit   |
| Automated folder superstructure   |
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| NO  | ITEM DESCRIPTION   |  |
|-----|--|--|
| 261 | VITS Rotocut type QRO 625 x 1000 sheeter<br>Serial number 715 (1999)   |  |
| 262 | Faist accoustic enclosure, Komori print console control desk and associated hardware/software  |  |
|     | Komori 38 Press in-line finishing comprising   |  |
| 263 | Rima Systems multi stream post press interconnecting conveyor system complete with joggers, diverters and bumpers, switchgear, controls and ancillary equipment              |  |
| 264 | Rima System RS-3010SL 13" counter stacker<br>Serial number 315882-10 (2000)<br>complete with powered take off belt conveyor  |  |
| 265 | Civiemme type ST420/120W-SX automatic palletiser<br>Serial number 911861721 (2000)<br>complete with rollers, Serial number 911863111 and tilt table, Serial number 911863291 |  |
| 266 | Mettler Toledo digital platform weigh scales   |  |
| 267 | Fanuc System RJ-3 type AO5B-2405-B010 multi axis pick and place palletising robot Serial number E99X00951 (1999) complete with robot control pad                             |  |
|     | Lithoman No. 6 Web Press Line comprising:  |  |
| 268 | Megtec model DLC3200 twin feed web slicer stand with reel handling system Serial number 0128DJ (2004) web aligner, Graficontrol and light guards                             |  |
| 269 | MAN Roland Lithoman plate bender<br>Serial number 28338 (2009)   |  |
| 270 | Integrated web infeed and web catcher  |  |
| 271 | MAN Roland Lithoman IV 64/72pp 4 colour web printing press<br>Serial number 4080472 (2005)   |  |
| 272 | Blanket wash, Technotrans dampening water system and colour print quality control management software, Aquaeous coater   |  |
| 273 | Megtec type Dual Dry TNV 15 3-2083 965mm web width natural gas twin deck drying oven Serial number 0157 SV/JN 117974 (2005) complete with afterburner                        |  |
| 274 | Chill roll stand, silicone applicator unit and re-moistening unit  |  |
| 275 | MAN Roland automated folder superstructure   |  |
| 276 | Faist accoustic enclosure, MAN Roland print console control desk and associated hardware/software  |  |
|     | Lithoman No 6 Press in-line finishing comprising   |  |
| 277 | Civiemme multi stream post press interconnecting conveyor system complete with joggers, diverters and bumpers, switchgear, controls and ancillary equipment                  |  |

| _ | _ | - | - |
|---|---|---|---|

| NO          | ITEM DESCRIPTION  |
|-------------|---|
| 278         | Two Civiemme type ST8000/120DX automatic vertical log stackers Serial number: 01543143 1 (2005) complete with Signode automatic strappers                   |
| 279         | Civiemme type PL86 Dual automatic palletiser Serial number 015432321 (2005) complete with bundle automatic transport system and pallet hopper               |
|             | Lithoman No. 7 Web Press Line comprising:   |
| 280         | Megtec model DLC3200 twin feed web slicer stand with reel handling system Serial number DJ1037 (2009) web aligner, Graficontrol and Sick light guards       |
| 281         | Integrated web infeed and web catcher   |
| 282         | MAN Roland Lithoman IV 64/72pp 4 colour web printing press<br>Serial number 4080654 (2009)  |
| 283         | Arcade print control system, Lithoman 2 temperiser, blanket wash, Weko aquaeous coater, print control management software                                   |
| 284         | Megtec type RTO 15 6-2133 1980mm web width natural gas twin deck drying oven Serial number DR1004-JN2101927 (2009) complete with afterburner                |
| 285         | Chill roll stand, silicone applicator unit and re-moistening unit   |
| 286         | MAN Roland automated folder superstructure complete with CombiJet 9Net folding and gluing support system, seam softener and colour management units         |
| 287         | Faist accoustic enclosure, MAN Roland print console control desk and associated hardware/software   |
|             | Lithoman No 7 Press in-line finishing comprising  |
| 288         | Civiemme multi stream post press interconnecting conveyor system complete with joggers, diverters and bumpers, switchgear, controls and ancillary equipment |
| 289         | Civiemme type ST8000/120DX automatic vertical log stacker<br>Serial number 01689 143 2 (2008)<br>complete with Signode automatic strapper                   |
| 290         | Civiemme type ST8000/120DX automatic vertical log stacker<br>Serial number 01689 143 1 (2008)<br>complete with Signode automatic strapper                   |
| 291         | Civiemme type PL86/120 Dual automatic palletiser Serial number 01689 232 01 (2009) complete with bundle automatic transport system and pallet hopper        |
| Maintenance | Workshop Department   |
| 292         | SIP 12" metal cutting bandsaw   |
| 293         | Q&S R2 radial arm drill   |
| 294         | Pennine PD625-64 pillar drill   |
|             |   |

| NO  | ITEM DESCRIPTION  |
|-----|---|
| 295 | Unbranded vertical milling machine                                |
| 296 | Knuth Basic 170 Super horizontal centre lathe                     |
| 297 | Colchester Triumph 2000 centre lathe<br>Serial number 6-0004 6654 |
| 298 | Sealey 50t capacity press   |
| 299 | Two Mig arc welding sets  |
| 300 | Sealey piller drill   |
| 301 | Creuson double ended pedestal grinder                             |



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 720976 CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 6 APRIL 2011 AND CREATED BY WYNDEHAM ROCHE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (FORMERLY KNOWN AS ST IVES ROCHE LIMITED) TO RBS INVOICE FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 14 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 APRIL 2011



