



Registration of a Charge

Company name: **AMBERLEY ADHESIVE LABELS LIMITED**

Company number: **04404780**

Received for Electronic Filing: **16/09/2019**



X8E4GC9T

Details of Charge

Date of creation: **12/09/2019**

Charge code: **0440 4780 0008**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description: **LAND CLAUSE 3.1.1(B) OF THE DEBENTURE CREATES A FIXED CHARGE OVER ANY RIGHT, TITLE OR INTEREST WHICH THE COMPANY HAS NOW OR MAY SUBSEQUENTLY ACQUIRE TO OR IN ANY REAL PROPERTY (AS DEFINED IN THE DEBENTURE), OTHER THAN THE PROPERTIES SPECIFIED IN SCHEDULE 1 (REAL PROPERTY). INTELLECTUAL PROPERTY CLAUSE 3.1.1(F) OF THE DEBENTURE CREATES A FIXED CHARGE OVER ALL OF THE COMPANY'S INTELLECTUAL PROPERTY (AS DEFINED IN THE DEBENTURE).**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4404780

Charge code: 0440 4780 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th September 2019 and created by AMBERLEY ADHESIVE LABELS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th September 2019 .

Given at Companies House, Cardiff on 17th September 2019

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

Execution Version

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

and

THE CHARGING COMPANIES listed on page 1
below

I certify that, save for material
redacted pursuant to s.859G
of the Companies Act 2006,
this copy instrument is a correct copy
of the original instrument.

Norton Rose Fulbright LLP
Sign & Dated 16 September 2019

COMPOSITE ALL ASSETS DEBENTURE

Dated 12 September 2019

THIS DEBENTURE is made on

12 September 2019

BETWEEN:

(1)

NAME : COVERIS FLEXIBLES HOLDINGS UK LIMITED
Registered No : 08339980
Registered Office : Holland Place Wardentree Park, Pinchbeck, Spalding, Lincolnshire, PE11 3ZN

NAME : COVERIS FLEXIBLES (GAINSBOROUGH) UK LIMITED
Registered No : 04786458
Registered Office : Holland Place Wardentree Park, Pinchbeck, Spalding, Lincolnshire, PE11 3ZN

NAME : COVERIS FLEXIBLES UK LIMITED
Registered No : 02925612
Registered Office : Holland Place Wardentree Park, Pinchbeck, Spalding, Lincolnshire, PE11 3ZN

NAME : AMBERLEY ADHESIVE LABELS LIMITED
Registered No : 04404780
Registered Office : Holland Place Wardentree Park, Pinchbeck, Spalding, Lincolnshire, PE11 3ZN

NAME : RIVENDELL EUROPE LIMITED
Registered No : 03374815
Registered Office : Holland Place Wardentree Park, Pinchbeck, Spalding, Lincolnshire, PE11 3ZN

each an "Initial Charging Company"; and

(2) Wells Fargo Capital Finance (UK) Limited, registered in England with number 2656007, as agent and trustee for the Finance Parties (the "Security Agent").

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Throughout this Debenture, including the Schedules, words defined in the Facility Agreement shall bear the same meaning when used herein, and in addition the following words and phrases shall have the following meanings:

Administrator: an administrator appointed under this Debenture.

Appointee: an Administrator or Receiver, as the case may be.

Blocked Accounts means the bank accounts of the Charging Companies specified in Schedule 4 (*Blocked Accounts*) and/or such other bank accounts of the Charging Companies as the Security Agent and the relevant Charging Company may designate as Blocked Accounts.

Book Debts means (other than in respect of any Non-Vesting Debts or Purchased Receivables):

- (i) each Receivable and all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Charging Company; and
- (ii) the benefit of all rights whatsoever relating to the debts referred to in (i) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation,

negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Accounts means the Blocked Accounts and any other bank accounts of the Charging Companies.

Charged Assets: in relation to each Charging Company, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, this Debenture and the proceeds of the disposal of the same.

Charging Company: each Initial Charging Company and any other company which becomes a party to this Debenture pursuant to a Supplemental Deed.

Collateral: in relation to any person, all property and assets, whether real or personal, tangible or intangible in which that person may at any time have any right, title or interest.

Discharge: a release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Hazardous Substance into the indoor or outdoor environment or into or out of any real estate or other property, including the movement of Hazardous Substances through or in the air, soil, surface water, groundwater or real estate or other property.

Environmental Laws: all applicable laws, regulations, codes of practice, circulars, statutory guides, guidance notes and the like (whether in the United Kingdom or in any other jurisdiction in which any Obligor carries on its business or in which its assets may be situated) relating to contamination, human health, safety or the environment including but not limited to those relating to Discharges, waste, nuisance, health and safety, noise, packaging or the manufacture, processing, use, handling, treatment, storage, labelling, recovery, recycling, transport or disposal of Hazardous Substances.

Environmental Licence: any permit, licence, authorisation, consent, registration or other approval required by or pursuant to any Environmental Law.

Environmental Proceedings means any written claim or demand or any criminal, civil, judicial, regulatory or administrative proceedings, suit or action or other enforcement process brought or taken under any Environmental Laws (including without limitation any written claim or demand etc in respect of any Remedial Works) or any matter which would be the subject of any such written claim or demand etc but where liability has been admitted or otherwise settled or agreed.

Equipment: in relation to each Charging Company, all plant, machinery and other equipment and all tools, furniture, fixtures, attachments, accessories and other tangible personal property (except inventory) owned by it now or in the future and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto.

Expenses: any of the following:

- (i) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Security Agent or any Appointee (in each case on a full indemnity basis):
 - (a) in relation to the Charged Assets;
 - (b) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Finance Documents;
 - (c) in procuring the payment, performance or discharge of the Secured Liabilities; or

- (d) in stamping, perfecting or registering any of the Finance Documents (or any Security Interest or assignment created or purported to be created pursuant thereto); and
- (ii) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Security Agent or any Appointee paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Finance Documents.

Facility Agreement: the facility agreement entered into on or about the date of this Debenture between Coveris Flexibles Holdings UK Limited and others (as Borrowers and/or Guarantors), Wells Fargo Capital Finance (UK) Limited and PNC Business Credit (as Original Lenders and Joint Lead Arrangers) and Wells Fargo Capital Finance (UK) Limited (as Agent and Security Agent).

Hazardous Substance: any radioactive emissions and any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) capable of causing harm to the environment, human health or welfare or to any organism including (without limitation) any type of waste or any form of energy.

Intellectual Property: in relation to each Charging Company, all its patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs (whether registered or unregistered), copyrights, design rights, trademarks and service marks (whether registered or unregistered), utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences, sub-licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world.

Inventory: in relation to each Charging Company, all inventory or stock at any time owned by it, wherever located, including all inventory or stock, merchandise, goods and other personal property which are held by or on behalf of such person for sale or lease.

Non-Vesting Debt: any Receivables which are required or purported to be Purchased Receivables pursuant to the Facility Agreement but which do not, for any reason, vest absolutely and effectively in the Agent (as trustee for the Lenders) from time to time.

Planning Acts: the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning and Compensation Act 1991, together with all other statutes from time to time governing or controlling the use or development of land.

Policies: in relation to each Charging Company, any policies of insurance in which such Charging Company may now or hereafter have an interest.

Premises: means any building or other edifice along with all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on any Real Property or other Charged Asset belonging to a Charging Company.

Real Property: in relation to each Charging Company, all freehold and leasehold properties and other real property both present and future of such Obligor (including the property or properties specified in Schedule 1 (*Real Property*) and set opposite its name), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein.

Receiver: a receiver appointed under this Debenture.

Remedial Works:

- (i) any investigation, inspection, sampling or monitoring works; or

- (ii) any works, steps or measures to treat, abate, remove, remedy, contain, control, manage or ameliorate the presence or actual or potential effect of any Hazardous Substance or any harm to the environment or human health or pollution of the environment

Secured Liabilities: all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever) of each of the Obligors to the Finance Parties under the Finance Documents.

Securities: in relation to each Charging Company, all its stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details which appear in Schedule 2 (*Securities*)) and all other interests (including, but not limited to, loan capital) both present and future held by each Charging Company in any person and including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof.

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

Specified Equipment: means the Equipment (if any) specified in Schedule 3 (*Specified Equipment*).

Supplemental Deed: a deed supplemental to this Debenture executed by a company in form and substance satisfactory to the Security Agent by virtue of which that company becomes bound by this Debenture in the capacity of a Charging Company.

Trustee Act: the Trustee Act 1925 as amended by the Trustee Investment Act 1961 and the Trustee Act 2000.

VAT: Value Added Tax.

1.2 Interpretation

- 1.2.1 Words and phrases which are not defined or construed in this Debenture but which are defined or construed in the Law of Property Act 1925 or the Insolvency Act 1986 shall be construed as having the meanings ascribed to them therein.
- 1.2.2 In construing this Debenture, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words. In addition, the words "any of" shall be construed as a reference to any one or more (including all) of the rights, assets, liabilities or other things referred to.
- 1.2.3 The security constituted by, and the rights of the Security Agent under, this Debenture shall be enforceable notwithstanding any change in the constitution of the Security Agent or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person.
- 1.2.4 The headings in this Debenture are inserted for convenience only and shall not affect its construction or interpretation and references to a Clause or Schedule are (unless otherwise stated) to a Clause in, or a Schedule to, this Debenture.
- 1.2.5 Any reference in this Debenture to "**this Debenture**" or to any other agreement or document shall, unless the context otherwise requires, be construed as a reference to this Debenture or to such other agreement or document as the same may from time to time be amended, varied, supplemented, novated or replaced and shall include any document which is supplemental to, is expressed to be

collateral with, or is entered into pursuant to or in connection with, the terms of this Debenture or of such other agreement or document.

- 1.2.6 Any reference in this Debenture to a person being "**controlled**" by another means that that other (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that person or otherwise controls or has the power to control the affairs and policies of that person and "**control**" shall be construed accordingly.
- 1.2.7 The illegality, invalidity or unenforceability of any provision of this Debenture under the law of any jurisdiction shall not affect its validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of any other provision of this Debenture.
- 1.2.8 Save where the context otherwise requires, the plural of any term includes the singular and vice versa.
- 1.2.9 In this Debenture the expressions:
- (a) "**Borrower**", "**Charging Company**", "**Obligor**", "**Finance Party**" or "**Security Agent**" shall, unless the context otherwise requires, include their respective assignees, transferees or successors in title, whether immediate or derivative in relation to their respective interests;
 - (b) "**guarantee**" includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness.
- 1.2.10 An Event of Default is "**continuing**" if it has not been (a) remedied or (b) waived in writing.
- 1.2.11 In the event of any inconsistency between the terms of this Debenture and the Facility Agreement, the terms of the Facility Agreement shall prevail. Notwithstanding any provision of this Debenture, nothing which is expressly permitted by the terms of the Facility Agreement shall be deemed to constitute a breach of any term of this Debenture

2 COVENANT TO PAY

Each Charging Company hereby jointly and severally agrees with the Security Agent as trustee for the Finance Parties that it will on demand pay, perform and discharge all the Secured Liabilities in accordance with the terms of the relevant Finance Document evidencing or giving rise thereto.

3 CHARGING PROVISIONS

- 3.1 Each Charging Company, as continuing security for the payment, discharge and performance of all the Secured Liabilities in relation to all of the following assets whether now or in future belonging to that Charging Company hereby, in each case with full title guarantee subject to any Security Interest permitted under the Facility Agreement:
- 3.1.1 **Creation of security:** charges to the Security Agent as agent and trustee for the Finance Parties:
- (a) by way of legal mortgage each property specified in Schedule 1 (*Real Property*) which is set opposite its name;

- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any Real Property, other than the property or properties specified in Schedule 1 (*Real Property*);
- (c) by way of fixed charge all the Equipment (other than any Specified Equipment) together with all spare parts and replacements for and all modifications and additions to the Equipment (other than any Specified Equipment);
- (d) by way of mortgage or (if to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge all:
 - (i) the Specified Equipment; and
 - (ii) the spare parts and replacements for and all modifications and additions to the Specified Equipment,

in each case, so far as it is not charged by way of legal mortgage under Clause 3.1.1(a);
- (e) by way of fixed charge all its goodwill, unpaid and/or uncalled capital;
- (f) by way of fixed charge all its Intellectual Property;
- (g) by way of fixed charge all its Securities;
- (h) by way of fixed charge all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the Group;
- (i) by way of fixed charge all amounts realised by an administrator or liquidator of that Charging Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986;
- (j) by way of fixed charge all its documents of title which at any time and for any purpose have been or may be deposited with the Security Agent and the property mentioned in such documents;
- (k) by way of fixed charge:
 - (i) all of its Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Charging Company;
 - (ii) the benefit of all rights, Security Interests and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (i) above;
- (l) by way of fixed charge:
 - (i) all of its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Charging Company but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and

- (ii) the benefit of all rights, Security Interests and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (i) above;
 - (m) by way of fixed charge all of its Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them;
 - (n) by way of fixed charge all of its benefits, claims and returns of premiums in respect of the Policies;
 - (o) by way of fixed charge all its rights, title and interest in and to any contracts relating to or benefitting any of the Charged Assets.
- 3.1.2 **Floating charge:** charges to the Security Agent as agent and trustee for the Finance Parties by way of a floating charge all of its undertaking, property, rights and assets, whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges).

3.2 Conversion of floating charge to a fixed charge

The Security Agent may at any time after an Event of Default has occurred and whilst it is continuing give written notice to a Charging Company immediately converting (in whole or in part) the above floating charge into a fixed charge in respect of that Charging Company.

3.3 Automatic crystallisation

The floating charge created by a Charging Company pursuant to Clause 3.1.2 of this Debenture shall, unless otherwise agreed by the Security Agent in writing and in addition to any circumstances in which the same will occur under general law, automatically and without notice be converted into a fixed charge:

- 3.3.1 if that Charging Company fails to comply with its obligations in Clauses 4.1.1 and/or 4.2.1;
- 3.3.2 upon the appointment of a Receiver or an Administrator in respect of that Charging Company;
- 3.3.3 upon the directors or members of that Charging Company resolving to apply for an administration order to be made in relation to it or upon the presentation of a petition for an administration order to be made in relation to that Charging Company;
- 3.3.4 upon any person taking any step with a view to levying distress against any of the Charged Assets of that Charging Company (provided that such steps are more than merely frivolous or vexatious) or any judgment creditor taking any step with a view to enforcing against any of the Charged Assets of that Charging Company a judgment obtained against it whether by a warrant of execution, writ of fieri facias, garnishee order, charging order or otherwise; or
- 3.3.5 if any other floating charge created by that Charging Company crystallises for any reason.

3.4 Qualifying Floating Charge

The floating charge created by this Debenture is a qualifying floating charge for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986.

3.5 Further advances

This Debenture secures both present and further advances. The Security Agent confirms on behalf of the Lenders that the Lenders shall make available advances and further advances to the extent (and on the terms) provided for in any agreement from time to time giving rise to the Secured Liabilities.

3.6 Trust

3.6.1 Subject to Clause 3.6.2, if or to the extent that for any reason the mortgaging or charging of any Charged Assets is prohibited, the relevant Charging Company shall hold the same on trust for the Security Agent as agent and trustee for the Finance Parties.

3.6.2 If the reason referred to in Clause 3.6.1 above is that:

(a) a consent or waiver must be obtained; or

(b) a condition must be satisfied;

then:

(i) the relevant Charging Company shall apply for the consent or waiver; and

(ii) that Charging Company shall use reasonable endeavours to satisfy the condition,

in each case within 10 Business Days of the date of this Debenture or, if the relevant asset is acquired after the date of this Debenture, within 10 Business Days of such acquisition.

3.6.3 On the waiver or consent being obtained, or the condition being satisfied, the Charged Asset shall be mortgaged or charged (as appropriate) under this Debenture and, in relation to such Charged Asset, the trust referred to in Clause 3.6.1 shall terminate.

4 UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Each Charging Company represents and warrants in favour of the Finance Parties on the date of this Debenture as follows:

4.1.1 **Due execution:** the execution of each Finance Document has been duly authorised and that it does not breach any provision of its memorandum or articles of association (or, as applicable, partnership agreement) or of any other agreement entered into prior to the date of any such Finance Document or the laws of any jurisdiction applying to it, in each case, in any material respect;

4.1.2 **Discharges:** so far as each Charging Company is aware, there has been no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled waste on, into or from any Real Property or any premises adjoining any part of them and no such substances or any controlled waste have been stored or disposed of on or in any Real Property or, so far as it is aware, in any adjoining premises except in accordance with the requirements of the applicable Environmental Laws and/or Environmental Licences; and

4.1.3 **Environmental compliance:**

(a) It is not in material breach of, and has not incurred or become subject to, any material civil or criminal liability under any Environmental Laws or the terms of any

Environmental Licence and that it has not done or omitted to do anything which could impose any liability on the Security Agent under any applicable Environmental Law.

- (b) Save as disclosed in writing by the relevant Charging Company to the Security Agent prior to the date of this Debenture, no Hazardous Substance has been present, used, disposed of or otherwise dealt with at, on, in, from or under any property or premises while within any Charging Company's ownership, occupation or control in circumstances which are likely to result in any Environmental Proceedings.
- (c) No Hazardous Substance is present at, in, on or under or migrating onto or from any Charging Company's Real Property (or any other property owned or occupied by any Charging Company) in circumstances which are likely to give rise to Environmental Proceedings.
- (d) No Charging Company is involved in any Environmental Proceedings and no Charging Company is aware of any circumstances which are likely to give rise to such Environmental Proceedings.
- (e) No circumstances exist which will result in any Charging Company having any requisite Environmental Licence revoked or modified or varied in a material manner.

4.1.4 Land:

- (a) Other than as notified in writing to the Security Agent or as disclosed in the relevant certificate of title, each Charging Company's Real Property is free from any agreement for lease, lease, licence, tenancy, overriding lease or other occupational arrangement or overriding interest.
- (b) The Premises are in good and substantial repair.
- (c) There subsists no breach of any law or regulation which could affect materially the value of a Charging Company's Real Property.
- (d) There are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever which could affect adversely any Charging Company's Real Property so far as such Charging Company is aware.
- (e) Each Charging Company's Real Property is free from any financial encumbrance of whatsoever nature other than Permitted Security Interests.
- (f) No Charging Company has received any notice of any adverse claim, nor has any acknowledgement been given in respect of the ownership of its Real Property, or any interest in it.
- (g) No facility necessary for the enjoyment and use of a Charging Company's Real Property may be terminated or curtailed.

4.2 General Undertakings

Each Charging Company agrees that, whilst this security exists:

- 4.2.1 **No disposals:** it will not sell, transfer, grant, lease or otherwise dispose of any Charged Asset, except for the disposal in the ordinary course of trade of any Charged Asset subject to the floating charge created by Clause 3.1.2 or with the consent of the Security Agent;

- 4.2.2 **Bank information:** it will notify its bankers of this security in a form reasonably acceptable to the Security Agent and, following an Event of Default, authorise its bankers to disclose all other information available to those bankers about such Charging Company's assets and liabilities, whenever requested by the Security Agent;
- 4.2.3 **Compliance with laws:** it will comply in all respects with all laws and regulations (including without limitation all laws and regulations concerning the protection or prevention of harm to the environment or human health and safety) to which it may be subject, if failure to so comply would have a Material Adverse Effect;
- 4.2.4 **Payment of debts:** at all times to ensure that all preferential creditors and all amounts in respect of VAT and PAYE are duly and punctually paid unless it has (subject to the Security Agent's prior written consent) entered into other arrangements with such preferential creditors regarding those payments, and to provide evidence of such payment to the Security Agent if the Security Agent requests it;
- 4.2.5 **Outgoings:** it will punctually pay all outgoings payable in respect of its Charged Assets;
- 4.2.6 **Observing covenants:** it will observe and perform all restrictive and other covenants and stipulations for the time being affecting its Charged Assets or their use or enjoyment if failure to so comply might reasonably be expected to materially adversely affect the Security Agent's interests under the Finance Documents;
- 4.2.7 **Proprietary interests:** save as otherwise agreed in writing by the Security Agent, it will not permit any person (including, without limitation, any member of the Group which is not a Charging Company) to become entitled to any proprietary right or interest which might affect the value, use or marketability of its Charged Assets and will ensure that no overriding interest arises under the Land Registration Acts 1925-2002;
- 4.2.8 **Security interests:** it will not create or permit to be created or arise any Security Interest on or over any of the Charged Assets or undertakings nor (save as otherwise agreed in writing by the Security Agent) make any loans, grant any credit or give any guarantee or otherwise assume any liability, whether actual or contingent in respect of any obligation of any other Person save where such action is not prohibited by the terms of the Facility Agreement;
- 4.2.9 **Landlord:** it will notify the landlord of any leasehold property forming part of the Charged Assets of the existence of this security forthwith upon this security attaching to such leasehold property; and
- 4.2.10 **Appointment of Administrator:** in the event that any Charging Company appoints an administrator pursuant to paragraph 22 Schedule B1 Insolvency Act 1986, such Charging Company must appoint at least two individuals (each of which shall be based in London) from any internationally recognised firm.

4.3 Receivables

- 4.3.1 Each Charging Company agrees that, whilst this security exists until other directions are given by the Security Agent in writing it will:
 - (a) only deal with its Book Debts and Non-Vesting Debts by way of getting in and realising the same in the ordinary course of its business and pay the proceeds into a Blocked Account;
 - (b) pending such payment into a Blocked Account, hold the proceeds thus realised upon trust for the Security Agent; and

- (c) not otherwise, except as permitted by the Security Agent, withdraw any credit balance from, or otherwise deal with, any of Blocked Account.

4.3.2 Subject to clause 23.28 (*Conditions subsequent*) of the Facility Agreement, each Charging Company shall, promptly upon the execution of this Debenture or, in respect of any Blocked Account opened after the date of this Debenture, promptly following the opening of such Blocked Account:

- (a) serve notice upon the bank at which each Blocked Account is opened (in respect of the relevant Blocked Accounts) in substantially the form set out in Part I of Schedule 5 (*Forms of Notice to Banks and Acknowledgement*); and
- (b) procure the relevant bank returns the acknowledgement in substantially the form set out in Part II of Schedule 5 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Security Agent in its absolute discretion.

4.4 Securities

Each Charging Company agrees that, whilst this security exists:

- 4.4.1 **Payment of monies:** all Securities will at all times be fully paid but without prejudice to such assurance it will duly and promptly pay all monies which become due in respect of any of the Securities and indemnify the Security Agent in respect of any liability it may incur in respect of the Securities;
- 4.4.2 **Deposits:** within 10 Business Days of the date of this Debenture, unless agreed otherwise, it will deposit with the Security Agent all certificates or documents of title in respect of the Securities;
- 4.4.3 **Registration:** after an Event of Default which is continuing, the Security Agent shall at any time be entitled to have any of the Securities or other moneys or property referred to in Clauses 4.3.1 and/or 4.3.2 registered either in its name or in the name of nominees selected by it.

4.5 Real Property and Equipment

Each Charging Company agrees that, whilst this security exists:

- 4.5.1 **Real Property:** in relation to the Real Property it will:
 - (a) keep all its Real Property in good and substantial repair;
 - (b) deposit with the Security Agent all deeds and documents of title relating to its Real Property;
 - (c) it will observe and perform in all material respects all the lessee's covenants in any lease under which any of the Charged Assets may be held and will take no action which might lead to such lease being surrendered or forfeited;
 - (d) promptly notify the Security Agent in writing if it:
 - (i) intends to acquire any estate or interest in Real Property; or
 - (ii) acquires any estate or interest in Real Property;
 - (e) promptly give notice in writing to the Security Agent if:

- (i) it receives any notice under section 146 of the Law of Property Act 1925; or
 - (ii) any proceedings are commenced against it for the forfeiture of any lease of any Real Property;
- (f) if it acquires any Real Property after the date of this Debenture:
 - (i) promptly on request by the Security Agent and at the cost of the Charging Company, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that Real Property in the same form as this Debenture (*mutatis mutandis*);
 - (ii) if required by the Security Agent and if the title to that Real Property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Debenture; and
 - (iii) if applicable, ensure that the provisions of Clause 5.2 (*Application to Land Registrar*) are complied with in relation to that legal mortgage;
- (g) if the consent of the landlord in whom the reversion of a lease is vested is required for a Charging Company to execute a legal mortgage over it, that Charging Company shall:
 - (i) not be required to perform that obligation unless and until it has obtained the landlord's consent; and
 - (ii) use its reasonable endeavours to obtain the landlord's consent;
- (h) perform all its obligations under any law or regulation in any way related to or affecting its Real Property, except to the extent that non-performance of those obligations would not materially adversely affect the value or marketability of any of its Real Property;
- (i) within 14 days after receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Real Property (or any part of it):
 - (i) deliver a copy to the Security Agent; and
 - (ii) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirements.
- (j) in case of default by any Charging Company in performing any obligation or other covenant affecting its Real Property, not object to the Security Agent or its agents and contractors entering on such Real Property:
 - (i) to comply with or object to any notice served on any Charging Company relating to that Real Property; and
 - (ii) to take any action the Security Agent may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice,

provided that nothing in this Clause 4.5.1(j) (or otherwise in this Debenture) shall entitle the Security Agent or its agents and contractors to any action (including any

Remedial Works) relating to any notice served under or breach of any Environmental Law (including without limitation Part II A of the Environmental Protection Act 1990).

4.5.2 Equipment: in relation to the Equipment it will:

- (a) promptly after the date of this Debenture, if requested by the Security Agent, attach to a visible part of each item of Specified Equipment owned by it and with a value in excess of £10,000 (as determined in accordance with the Equipment Valuation) in a permanent manner a clear and distinctive label, no smaller than 3 inches by 4 inches in size comprising the following notice: This piece of Equipment is subject to a first legal mortgage in favour of Wells Fargo Capital Finance (UK) Limited and may not be removed or sold without the prior written consent of Wells Fargo Capital Finance (UK) Limited;
- (b) keep it in good and substantial repair and in good working order and condition and fit for its purpose and shall not permit the same to be handled other than by persons properly qualified and trained or to be overloaded or to be used for any purpose for which the Equipment is not designed or reasonably suitable;
- (c) not alter or remove any identifying symbol or number on it;
- (d) promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of it if failure to so comply might reasonably be expected to materially adversely affect the Security Agent's interests under the Finance Documents;
- (e) not permit or procure any Equipment to be taken out of England and Wales without the prior written consent of the Security Agent;
- (f) obtain all authorisations from time to time required for the use and operation of the Equipment and not to do or permit to be done any act or omission whereby the Equipment or the use of it would contravene regulations for the time being in force;
- (g) forthwith notify the Security Agent of any loss, theft, damage or destruction to the Equipment;
- (h) give the Security Agent such information concerning the location, condition, use and operation of it as the Security Agent may reasonably require;
- (i) ensure that the Premises are suitable for the use or storage of the Equipment, and will keep the Equipment at the Premises;
- (j) if requested by the Security Agent, procure in favour of the Security Agent from any person with a proprietary interest or encumbrance (including any owner, leaseholder or chargee) in any real or personal property to which the Equipment might become affixed, or with which title to the Equipment might merge, an acknowledgement prior to such fixing or merger that their rights and remedies will only be exercised subject to the Security Agent's rights in the Equipment and, in particular, but without limitation to the generality of the foregoing, the right of the Security Agent, its servants or agents to enter upon any such property to remove the Equipment notwithstanding that it might be affixed to, or have merged with, any real or personal property.

4.5.3 **Repairs:** it will, at its own expense, allow the Security Agent to carry out repairs or take any action which the Security Agent shall reasonably consider necessary should such Charging Company fail to observe or perform any of its obligations as a lessee;

4.5.4 **Environmental matters:** it shall:

- (a) have the benefit of, maintain and comply with all Environmental Licences (if any) needed for its use or occupation of its Charged Assets or for the conduct of any business it is engaged in from time to time;
- (b) it shall comply in all material respects with all applicable Environmental Law including the obtaining of and compliance with all requisite Environmental Licences (as varied from time to time);
- (c) immediately inform the Security Agent:
 - (i) of any actual Environmental Proceedings or, as soon as it becomes aware, of any potential Environmental Proceedings involving it; and
 - (ii) upon receipt, of any communication of whatsoever nature, whether specific or general and whether from a third party or competent regulatory authority, served on it concerning any alleged breach of any Environmental Law or non compliance with any Environmental Licence, which, if substantiated, would be likely to have a material adverse effect upon its financial position or upon its ability to perform its obligations under this Debenture;
- (d) immediately inform the Security Agent if it becomes aware that any of its Real Property or any other property owned or occupied by any Charging Company is likely to be entered on any register relating to land use or to Remedial Works affecting land and waters (including, without limitation, registers to be held by any competent regulatory authority under section 78R of the Environmental Protection Act 1990 or section 190 of the Water Resources Act 1991);
- (e) immediately inform the Security Agent of the presence of any Hazardous Substance in, on, at or under or migrating onto or from its Real Property or other property owned or occupied by any Charging Company or of any other circumstance, event or incident which is likely to give rise to any Environmental Proceedings; and
- (f) immediately inform the Security Agent of any actual or proposed variation, modification or revocation of any requisite Environmental Licence held by such Charging Company and of any refusal to grant or transfer to the Charging Company any Environmental Licence required by it for the purpose of its business.

5 FURTHER ASSURANCE AND POWER OF ATTORNEY

5.1 Further assurance

At the Security Agent's reasonable request, each Charging Company will, at its own expense, immediately sign, seal, execute, deliver and perfect all deeds, debentures and instruments including, without limitation, standard securities, assignments and any other documents needed in relation to assets in any other jurisdiction, and do all such other acts and things as the Security Agent or any Appointee appointed under this Debenture may reasonably require in order to perfect, protect or enforce this security in respect of that Charging Company or to facilitate the realisation of any of the Charged Assets or to use the powers given to each of them in this Debenture or to enforce the obligations of that Charging Company and/or the rights of the Security Agent under this Debenture

and it will take such steps as the Security Agent shall specify to make such registrations and give such notifications as the Security Agent may consider appropriate (or which may be specified by applicable law) in relation to this Debenture and each Charging Company authorises the Security Agent to effect the same if the Security Agent so chooses.

5.2 Application to Land Registrar

Each Charging Company consents to the registration against the registered titles specified in Schedule 1 (*Real Property*) of:

5.2.1 a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Wells Fargo Capital Finance (UK) Limited referred to in the charges register [or their conveyancer]"; and

5.2.2 a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

5.3 Power of attorney

Each Charging Company, by way of security and in order more fully to secure the performance of its obligations hereunder, irrevocably appoints the Security Agent, any directors, officers or managers for the time being of the Security Agent and any other person authorised by the directors of the Security Agent and any Appointee appointed hereunder, jointly and each of them severally, to be the lawful attorneys of that Charging Company for the purposes set out in this Clause 5. Such appointment gives each attorney the power in that Obligor's name and on its behalf to, whilst an Event of Default is continuing or where the Security Agent reasonably suspects a fraud, act and to carry out all acts and execute all the deeds, debentures, instruments and other documents required by Clauses 5.1 and 5.2. Each attorney so appointed may appoint substitute attorneys to carry out all or any of such purposes. Each Charging Company agrees to ratify and confirm any instrument, act or thing which any such attorney or substitute attorney may lawfully execute or do in the name or on behalf of that Charging Company.

6 CONSEQUENCES OF AN EVENT OF DEFAULT

Following the occurrence of an Event of Default which is continuing:

6.1 Enforceability: the security constituted by this Debenture shall become enforceable; and/or

6.2 Voting rights: the Security Agent may exercise in the name of any Charging Company any voting rights attached to the Securities and all powers given to trustees by the Trustee Act in respect of securities, property subject to a trust and any powers or rights exercisable by the registered holder of any of the Securities or by the bearer of any of the Securities. The Security Agent will not then need any consent or authority from any Charging Company.

7 POWER OF POSSESSION AND SALE

At any time after this security has become enforceable, the Security Agent and/or any Receiver or Administrator appointed under this Debenture may, in their discretion, enter upon and take possession of the Charged Assets or any part of them. They may also, at their discretion, when exercising their powers given in this Debenture, sell, call in, collect and convert into monies the Charged Assets or any part of them. By way of extension of these powers such sale, calling in and

conversion may be done for such consideration in such form and upon such terms as to payment and otherwise as the Security Agent or any Receiver or Administrator shall think fit.

8 APPOINTMENT OF RECEIVER OR ADMINISTRATOR AND THEIR POWERS

8.1 Appointment of a Receiver or an Administrator

The restrictions in Section 109 and Section 91(2) of the Law of Property Act 1925 (restricting, inter alia, the power to appoint a receiver, the maximum rate of a receiver's remuneration and the power to apply to court for an order for sale of mortgaged property) shall not apply to this Debenture. At any time after:

- 8.1.1 this security becomes enforceable (whether as a consequence of an Event of Default which is continuing or otherwise);
- 8.1.2 a Charging Company at any time so requests in writing; or
- 8.1.3 the Security Agent becomes aware of the intention (which intention is more than merely frivolous or vexatious) of any party to apply for an administration order to be made in relation to any Charging Company or any such application is made,

the Security Agent may, without further notice to any Charging Company, appoint any person to be a Receiver or an Administrator of such Charging Company (as the Security Agent may in its absolute discretion determine is appropriate) in respect of the Charged Assets of such Charging Company. The appointment of a Receiver may extend to the whole or any part of such Charged Assets. The Security Agent may, so far as the law permits, remove any Receiver. In case of the removal, retirement or death of any Receiver or Administrator, the Security Agent may appoint another in his place. At the time of his appointment (or at any time afterwards) the Security Agent may fix the remuneration of a Receiver on such basis as the Security Agent shall determine.

8.2 Joint and several obligations

The Security Agent may appoint more than one person to act as a Receiver or an Administrator and where it does so those so appointed shall carry out their duties, exercise their rights, and be subject to their obligations jointly as well as severally. References in this Debenture to a "Receiver" or an "Administrator" shall be to each and all of them as appropriate.

8.3 Writing

The appointment of a Receiver or an Administrator or the removal or fixing of the remuneration of a Receiver shall be made in writing.

8.4 Appointment of Receiver or Administrator and their powers

8.4.1 Appointment: Any Receiver or Administrator shall be the agent of each Charging Company to which such appointment relates. Each Charging Company to which such appointment relates shall, and the Security Agent shall not in any way, be responsible for the acts, omissions, losses, misconduct, defaults and remuneration of such Receiver or Administrator.

8.4.2 Powers of a Receiver: A Receiver shall, without the need for the consent of any Charging Company to which such appointment relates, have all of the powers described in this Clause, unless any such powers shall specifically be excluded by the written terms of his appointment. A Receiver may exercise these powers in such way, at such time and on such terms as he shall think fit, necessary or expedient and whether in his name or the name of the relevant Charging Company and without being under any obligation to take or omit to take any action which any Charging Company, but for the appointment of the Receiver, would or might have considered to be in that Charging Company's

interests. A receiver shall have the powers granted by the Law of Property Act 1925 to any receiver appointed under such Act and all the powers of an administrative receiver under Schedule 1 of the Insolvency Act 1986. A Receiver shall also have the power on behalf and at the cost of the relevant Charging Company, and in the relevant Charging Company's name or otherwise, to do or omit to do anything which the relevant Charging Company could do or omit to do or could have done or omitted to do but for any incapacity or the appointment of a liquidator, administrator or equivalent officer in relation to such Charging Company or its Charged Assets.

- 8.4.3 Powers of an Administrator:** An Administrator shall have all the powers conferred from time to time on administrators by law or by statute.

8.5 Security Agent's powers

Whether or not a Receiver or an Administrator shall be appointed under this Debenture, the Security Agent may at any time after this security becomes enforceable, and without giving notice, exercise all or any of the powers, authorities and discretions conferred on a Receiver or an Administrator as set out above.

9 VARIATIONS TO STATUTORY PROVISIONS

9.1 Law of Property Act

Section 103 of the Law of Property Act 1925 (restricting the power of sale) shall not apply to this Debenture. However the power of sale and the other powers conferred on mortgagees by that Act shall apply to this security but without the Act's restrictions as to giving notice or otherwise. Accordingly, for the purposes of a sale or other exercise of any such powers, the whole of the Secured Liabilities shall be treated as due and payable on the date hereof.

9.2 Non-consolidation

The restrictions on the right of consolidating mortgage securities, which are contained in Section 93 of the Law of Property Act 1925, shall not apply to this security.

9.3 Subsequent Security Interests

If the Security Agent receives, or is treated as having received, notice of any subsequent Security Interest affecting any of the Charged Assets then the Security Agent may open a new account with the relevant Charging Company. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was treated as having received, such notice. From that time all payments made by the relevant Charging Company to the Security Agent shall be credited, or be treated as having been credited, to the new account. These payments shall not operate to reduce the amount secured by this Debenture when the Security Agent received or was treated as having received such notice.

10 APPLICATION OF MONIES

10.1 Order of payment

All monies received by the Security Agent or by an Appointee under or by virtue of this Debenture shall be applied (so far as the law permits) in the following order:

- 10.1.1 Costs and expenses:** in payment of all costs, charges and expenses of or incidental to the Appointee's appointment, the payment of his remuneration and the payment and discharge of any other Expenses incurred by or on behalf of the Appointee;

10.1.2 **Preferential debts:** in or towards payment of any debts or claims which are by statute payable in preference to the Secured Liabilities but only to the extent to which those debts or claims have such preference;

10.1.3 **Payments to Security Agent:** in payment to the Security Agent of the Secured Liabilities due to the Finance Parties; and then

10.1.4 **Surplus:** in payment to the relevant Charging Company of any surplus (which shall not carry interest) which may be paid into any of the relevant Charging Company's bank accounts including an account opened specifically for such purpose. The Security Agent shall then have no further liability for the surplus.

10.2 Appropriation

Following the enforcement of this security, any monies received by the Security Agent may be appropriated by the Security Agent in its discretion in or towards the payment and discharge of any part of the Secured Liabilities.

10.3 Suspense accounts

The Security Agent or the Appointee may credit any monies to a suspense account for so long and in such manner as the Security Agent may from time to time determine. The Appointee or the Security Agent may retain the same for such period as the Appointee and the Security Agent consider expedient.

11 PROTECTION OF THIRD PARTIES

11.1 Third party payments

No person paying or handing over monies to an Appointee and obtaining a discharge shall have any responsibility or liability to confirm the correct application of such monies.

11.2 Third party dealings

No person dealing with the Security Agent, or an Appointee, need enquire:

11.2.1 **Powers exercisable:** whether any event has happened giving either the Security Agent or the Appointee the right to exercise any of his powers;

11.2.2 **Propriety of acts:** as to the propriety or regularity of any act purporting or intending to be an exercise of such powers;

11.2.3 **Validity of appointment:** as to the validity or regularity of the appointment of any Appointee purporting to act or to have been appointed as such; or

11.2.4 **Satisfaction:** whether any of the Secured Liabilities remain unsatisfied.

11.3 Statutory protection

All the protections given to purchasers contained under sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with an Appointee or the Security Agent as if the Secured Liabilities had become due and the statutory power of sale and appointment of the Appointee in relation to the Charged Assets had arisen, on the date of this Debenture.

11.4 Express notice

No person dealing with the Security Agent or any Appointee shall be affected by express notice that any act is unnecessary or improper.

12 CONTINUING AND ADDITIONAL SECURITY

12.1 Continuing security

This security contained herein is a continuing security for all the Secured Liabilities notwithstanding any interim settlement of account until a final discharge of this security shall be given by the Security Agent.

12.2 Non-merger

This security is in addition to, and shall not merge or otherwise prejudice or affect, any other right or remedy of the Security Agent or any assignment, bill, note, guarantee, Security Interest, or other security now or in future in favour of the Security Agent or held by, or available to, the Security Agent (whether created by the Obligors or any of them or any third party).

13 EXPENSES AND INDEMNITIES

13.1 Expenses and interest

Following the occurrence of an Event of Default, all Expenses incurred and all payments made by the Security Agent or any Appointee in the lawful exercise of the rights created by this Debenture shall carry interest at the rate specified in clause 12.3 (*Default interest*) of the Facility Agreement. Interest under this Debenture shall accrue (both before and after judgment) from the date the Expenses were incurred or the sum paid became payable, whichever shall be earlier, until the date the same are paid and discharged in full. The Security Agent may compound unpaid interest with rests at such times as it may consider appropriate (acting reasonably). The amount of all Expenses and payments referred to in this Clause 13.1 and any interest thereon shall be payable by the relevant Charging Company on demand.

13.2 General indemnity

Each Charging Company jointly and severally agrees to indemnify the Security Agent (and its nominees), the Finance Parties and any Appointee on demand against all losses, actions, claims, expenses, demands and liabilities now or in the future incurred by any of them or by any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable for anything done or omitted in the exercise or purported exercise of the rights contained in this Debenture or caused by any breach by a Charging Company of any of its obligations under this Debenture or in connection with the Charged Assets (save where such liability arises as the result of gross negligence or fraud on the part of the Security Agent or its nominee). The Security Agent (and its nominees), the Finance Parties and any Appointee shall also be entitled to be indemnified out of the Charged Assets in respect of all losses, actions, claims, expenses, demands and liabilities incurred by them in the execution, or purported execution, of any of the rights vested in them under this Debenture save where such liability arises as the result of gross negligence or fraud on the part of the relevant party or its nominee.

13.3 Tax indemnity

Each Charging Company jointly and severally agrees to indemnify the Security Agent, the Finance Parties and any Appointee on demand against all present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent authority in

connection with the execution or enforcement of this Debenture or in consequence of any payment made pursuant to this Debenture being challenged or declared void for any reason whatsoever.

13.4 Currency indemnity

13.4.1 Conversion: For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Security Agent or an Appointee may convert any monies received, recovered or realised under this Debenture (including the proceeds of any previous conversion) from their existing currency into such other currency as the Security Agent or such Appointee may think necessary for the purposes of the Finance Documents or discharge of the Secured Liabilities. Any such conversion shall be effected at the then prevailing spot selling rate of exchange of the Security Agent's bankers for such other currency against the existing currency.

13.4.2 Shortfall indemnity: Each Charging Company jointly and severally agrees to indemnify the Security Agent and the Finance Parties against any shortfall between:

(a) any amount received or recovered by the Security Agent in respect of any of the Secured Liabilities which is converted in accordance with Clause 13.4.1 into the currency in which such liability was payable; and

(b) the amount payable to the Security Agent under this Debenture in the currency of such liability.

14 PAYMENTS AND DISCHARGE

14.1 Discharge of security

Upon payment and complete discharge and performance of all the Secured Liabilities under or in relation to this Debenture, the Security Agent shall, at the request and cost of a Charging Company (or any other Obligor on its behalf), duly discharge this security so far as it relates to that Charging Company's Charged Assets and any further security given by that Charging Company in accordance with the terms hereof. The Security Agent will also, at the request and cost of a Charging Company (or any other Obligor on its behalf), transfer to that Charging Company any of the Charged Assets of that Charging Company which have been assigned or transferred to the Security Agent. If any Charged Assets transferred or assigned to the Security Agent were fungible, the Security Agent may transfer to the relevant Charging Company assets of the same class, denomination and quality rather than the identical Charged Assets transferred or assigned to it under this Debenture.

14.2 Other accounts

At any time before the Security Interests created by this Debenture shall have become enforceable, in the absence of any directions from the Security Agent to the contrary, any amounts permitted by the terms of the Finance Documents to be paid into a bank account that is not a Blocked Account shall upon payment into such account stand released from any fixed charge in respect of such amount created pursuant to Clause 3.1.1 and shall stand subject to the floating charge created by Clause 3.1.2, provided that such release shall in no respect prejudice the continuance of any fixed charge created pursuant to Clause 3.1.1 in respect of any other amount.

14.3 Avoidance of payments

The right of the Finance Parties to payment of the monetary obligations comprised in the Secured Liabilities or to enforce the terms of this Debenture shall not be affected by any payment or any act or thing which is avoided or adjusted under the laws relating to bankruptcy or insolvency or under Part VI of the Insolvency Act 1986. Any release, or discharge given or settlement made by the Security Agent relying on any such payment, act or thing shall be void and of no effect.

15 NOTICES

Any communications to be made under or in connection with this Debenture shall be made in accordance with clause 35 (*Notices*) of the Facility Agreement.

16 TRANSFERS AND DISCLOSURES

16.1 Transfers by Security Agent

This Debenture is freely transferable by the Security Agent in accordance with the provisions of the Facility Agreement. References in this Debenture to the "Security Agent" shall include its successors, assignees and transferees and any person to whom this Debenture is novated.

16.2 No transfers by any Charging Company

No Charging Company may assign or transfer any of its obligations under this Debenture nor may it enter into any transaction which would result in any such obligations passing to another person without the prior written consent of the Security Agent.

17 MISCELLANEOUS

17.1 Delays and omissions

No delay or omission on the part of any Finance Party in exercising any right or remedy under this Debenture shall impair that right or remedy or operate as or be taken to be a waiver of it. Any single, partial or defective exercise of any such right or remedy shall not prevent the further exercise of that or any other right or remedy.

17.2 Cumulative rights

The Finance Parties' rights under this Debenture are cumulative. They are not exclusive of any rights provided by law. They may be exercised from time to time and as often as the Security Agent sees fit.

17.3 Waivers

Any waiver by the Security Agent of any terms of this Debenture or any consent or approval given by the Security Agent under it shall only be effective if given in writing. Such consent and approval shall then only apply for the purpose stated and be subject to any written terms and conditions imposed by the Security Agent.

17.4 Illegality

If at any time any one or more of the provisions of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction then neither the legality, validity or enforceability of the remaining provisions of this Debenture nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

17.5 Finance Party's certificates

Any certificate signed by a director or authorised officer of a Finance Party as to the amount of the monetary obligations comprised in the Secured Liabilities at the date of that certificate shall, in the absence of manifest error, be conclusive evidence of that amount and be binding on each Charging Company to whom such certificate is addressed.

17.6 Counterparts

This Debenture may be executed in any number of counterparts and by different parties on separate counterparts each of which, when executed and delivered, shall constitute an original and all the counterparts together shall constitute but one and the same instrument.

17.7 Contracts (Rights of Third Parties) Act 1999

Other than in relation to the provisions of Clause 13, the terms of this Debenture may only be enforced by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

17.8 Separate Charges

This Debenture shall, in relation to each Charging Company, be read and construed as if it were a separate Debenture relating to such Charging Company to the intent that if any security interest or assignment created by any other Charging Company in this Debenture shall be invalid or liable to be set aside for any reason, this shall not affect any security interest or assignment created under this Debenture by such first Charging Company.

17.9 Accession of Affiliates

To the extent that any Affiliate of the Company is required by the terms of the Finance Documents to provide Security Interests over its assets under English law, it may do so by executing a Supplemental Deed and such Affiliate shall on the date which such Supplemental Deed is executed by it become a party to this Debenture in the capacity of a Charging Company and this Debenture shall be read and construed for all purposes as if such company had been an original party to this Debenture as a Charging Company (but for the avoidance of doubt the security created by such company shall be created on the date of the Supplemental Deed).

18 LAW AND JURISDICTION

18.1 Law

This Debenture (and any non-contractual obligations arising out of or in connection with it) shall be governed by, and construed in accordance with, English law.

18.2 Jurisdiction

18.2.1 Submission: Each Charging Company irrevocably agrees for the benefit of the Security Agent that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Debenture and, for such purposes, irrevocably submits to the jurisdiction of such courts.

18.2.2 Forum: Each Charging Company irrevocably waives any objection which it might now or hereafter have to the courts referred to in Clause 18.2.1 being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Debenture and agrees not to claim that any such court is not a convenient or appropriate forum.

18.2.3 Other competent jurisdictions: The submission to the jurisdiction of the courts referred to in Clause 18.2.1 shall not (and shall not be construed so as to) limit the right of the Security Agent to take proceedings against any Charging Company in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

18.2.4 Consent to enforcement: Each Charging Company hereby consents generally in respect of any legal action or proceeding arising out of or in connection with this Debenture to the giving of any relief or the issue of any process in connection with such action or proceeding including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such action or proceeding.

IN WITNESS whereof each Charging Company has duly executed this Debenture as a deed and intends to deliver and hereby delivers the same on the date first above written and, prior to such delivery, this Debenture has been duly signed on behalf of the Security Agent, in the manner appearing below.

**SCHEDULE 1
REAL PROPERTY**

Charging Company	County and District (or London Borough)	Address or description	Title No.	Freehold or Leasehold
Coveris Flexibles (Gainsborough) UK Limited	Burnley	Land and buildings lying to the north of Netherwood Road, Burnley	LA494443	Leasehold
		Land and buildings lying to the north of Netherwood Road, Burnley	LA334779	
		Land lying to the south east of Queen Victoria Road, Burnley	LA728157	
		Part of Riverside Warehouse	LA199518	
Coveris Flexibles (Gainsborough) UK Limited	Louth	Land lying on the west side of Brackenborough Road, Louth	LL242920	Freehold
		Land lying on the west side of Brackenborough Road, Louth	LL119179	
		Land at Brackenborough Road, Louth	LL102010	
		Land lying to the west of Brackenborough Road, Louth	LL95956	
		Land lying to the west of Brackenborough Road, Louth	LL92305	
Coveris Flexibles (Gainsborough) UK Limited	Winsford	Land and buildings on the east side of Road 1, Winsford Industrial Estate, Winsford	CH440132	Freehold

**SCHEDULE 2
SECURITIES**

Name of Charging Company which holds the shares	Name of company issuing shares	Number and class of shares
Coveris Flexibles Holdings UK Limited	Coveris Flexibles (Gainsborough) UK Limited	2 ordinary shares
Coveris Flexibles Holdings UK Limited	Coveris Flexibles UK Limited	300,001 ordinary shares
Coveris Flexibles Holdings UK Limited	Amberley Adhesive Labels Limited	54,256 ordinary shares
Coveris Flexibles (Gainsborough) UK Limited	Merlin Pensions Trustees Limited	2 ordinary shares
Coveris Flexibles UK Limited	Castle Hills Eaton Socon Management Company Limited	2 ordinary shares
Coveris Flexibles UK Limited	Rivendell Europe Limited	41,000 ordinary shares
Coveris Flexibles UK Limited	Paragon Labels (Norfolk) Limited	9,500 ordinary shares

**SCHEDULE 3
SPECIFIED EQUIPMENT**

Specified Equipment owned by Coveris Flexibles UK Limited
CROMWELL ROAD, ST NEOTS

<u>Ref</u>	<u>Location</u>	<u>Description</u>
		Jagenberg, Diana-Sprint box gluing machine complete with Nordson hot melt unit, Serial No. 1044490 (1988)
		Jagenberg, Diana 90-1 box gluing machine, Serial No. 1044049 (1986)
		Bobst, Expertfold 50A-1 folder/gluing machine, Serial No. BSA03562000 656/1331 (c.2015)
		6 x mobile fold-up roller conveyors
		4 x Endoline, 610 Series pre-set automatic case taper machines
		Eye-C, Proofiler off-line printed sample inspection machine
		Technograph, off-line sample inspection machine
		Rexon, 12 station ink injection mixing system
		230 bays of 3m x 9m boltless pallet racking
		Mardon, MacFab 250 board compactor
		Mardon, MacFab 75 board compactor
		Robopac, Eco Lt rotary pallet wrapper
		Mastline rotary pallet wrapper
		504 bays of 3m x 9m boltless pallet racking
		Atlas Copco, GA 30VSD packed screw compressor, Serial No. AP1434458 (2013)
		Atlas Copco, FD120 air dryer unit

CROMWELL ROAD, WISBECH, CAMBRIDGESHIRE PE14 0SN

<u>Ref</u>	<u>Location</u>	<u>Description</u>
	Press Hall	
	KM2	Komori Lithrone G40 Model GL-640 six colour offset lithographic printing press with coater, Serial No. 2045 with high pile stream feed; Technotrans Ink Mate, auto plate change, Technotrans Beta alcohol damping, extended delivery with Baldwin UV drying, with Komori PDC-S11 CPC off press control
	KM1	Komori Lithrone Model L-640 six colour offset lithographic printing press with coater, Serial No. 464 with high pile stream feed, auto plate change, alcohol damping; UV drying, 189,741,196 impressions with Komori CPC off press control
	CC1	Bobst Novacut Type 106E 3.0 flatbed auto die cutting platen press, Serial No. BSA05572000349/1829 (7/18) (being commissioned - will be fully operational March 2019)
	CC2	Bobst Type SP102E flatbed auto die cutting platen press, Serial No. 0571 024 06
	CC3	Bobst Expert Cut type 106 LER flatbed auto die cutting platen press, Serial No. BSA05342000126/1207 (2012)
	CC4	Polar, Model PW-4ABV 1000kg pile turner, Serial No. 76M4205 (2006)
		Unnamed pile turner (not installed - on pallet)
		Dantex Model DW4835 MK15 auto plate combo washer processor, Serial No. 1448355298 (2015)
		The Four IBC Station gloss/varnish mixing unit with overhead pendant mixer
	Litho Ink Room	
		The Ink Mixing System including multi-mix stirrer and GEW bench top dryer
	CAD Production	
		Esko Kongsberg X auto digital cutting table with Flexihead cutter
		Esko Kongsberg XL20 auto digital cutting table with Flexihead cutter

CTP/Plate Room

The CTP system comprising:

Fuji Film/Screen Model MA-L-8900 plate auto loader, Serial No. 82544 (8/17)

Luxel T-9800 CTP HDN-S Fujifilm/Screen Model PT-R8900N imagesetter Serial No. 3128 (2/17)

Transfer unit

Superia/G&J Model Quartz III 125 plate processor, Serial No. 94367-0844 (3/17)

Plate stacking delivery unit

Epson Stylus Pro 9890 wide format digital plotter

Throughout Press Hall

Allowance for pallet trucks, racking, work benches, etc.

Flexo/Finishing Hall

Rexson, 12 valve station ink mixing unit

Caresonic, ultrasonic roller wash tank

Arpeco, Impressionist 9 colour single spool flexopress, Serial No. 114-407-98 (1999) complete with registration modules, rewind tension and off feed conveyor

Arpeco, Impressionist 9 colour single spool flexopress, Serial No. 115-407-99 (1999) complete with registration modules, rewind tension and off feed conveyor

Alpha, Sonus 600 ultrasonic bath

Herber & Schroder, WP8S window patching machine, Serial No. 2936 (1995)

Herber & Schroder, CE1000s box forming machine complete with X Melt glue system, Serial No. 6144 (2011)

Bobst, Expertfold RE03 carton folding and glueing machine, Serial No. BSA 0308 2000 667/1331 (2013)

Bobst, Expertfold RE03 carton folding and glueing machine, Serial No. BSA 0308 2000 124/1014 (2010)

Bobst, Expertfold RE03 carton folding and glueing machine, Serial No. BSA 0308 56 2000 217/1026 (2010)

Ergosa, Impack box closing and sealing machine complete with motorised belt conveyors

Jagenberg, Diana 45.2 box folding and glueing machine complete with X Melt glue system, Serial No. 1044935 (1991)

Jagenberg, Diana 90.1 box folding and glueing machine complete with X Melt glue system, Serial No. 1044819 (1989)

Bobst, Mistral 110 A2-C5 box folding and glueing machine, Serial No. 0356-682-05 (2007)

Bobst, Fuego 80-A1-CS box folding and glueing machine, Serial No. 0356-008-02 (2004)

5 x mobile roller conveyors

Siat, box taping machine

20 x bays of boltless pallet racking, 3 x 9m

4 x decommissioned box taping machines

2 x Heaford, TT Cobra 500 plate mounting machines, Serial No. 90379 and 90398 (1999)

Nilfisk, industrial vacuum cleaner

Compressor Shed

Atlas Copco, GA55 +FF packaged screw compressor, Serial No. A81610834 (2010)

Atlas Copco, VSD FF packaged screw compressor, Serial No. AP15 76077 (2008)

Atlas Copco, VSD FF packaged screw compressor, Serial No. AP186 2376 (2017)

MTA, DeTech air dryer, Serial No. 2200284105 (2016)

EDC, rotary pallet wrapping machine (2015)

Yard

Pakawaste Model MX600 baler, Serial No. 6157PWT0208

Dicom Type PGV160 baler, Serial No. 01602708134023

The Casepak/Impact Air Systems recycling plant with 4 Dicom compactors

CRAMLINGTON**COLBORNE AVENUE, CRAMLINGTON****Print Hall**

MPS3	Multiprint System, EF410/9 9 colour, reel to reel, UV, H358 (2008)
MPS2	Multiprint System, EF410/9 9 colour, reel to reel, UV, H343 (2008)
MPS1	Multiprint System, EF410/10 10 colour, reel to reel, UV, H341 (2008)
MA9	Mark Andy, 4150-16" 8 colour, reel to reel, UV, 1180673 (2000)
MA11	Mark Andy, 4150-16" 8 colour, reel to reel, UV, 1245525 (2002)
MA6	Mark Andy, 4150-16" 8 colour, reel to reel, UV, 10436 (YOM)
MA7	Mark Andy, 4150-16" 9 colour, reel to reel, UV, (2003)
MA8	Mark Andy, 4150-16" 9 colour, reel to reel, UV, 1254252 (2003)
MA10	Mark Andy, 2200-13F 8 colour, reel to sheet, UV, 122989 (2003)
Omega 4	SR410, slitter, reel to reel, 11396 (2008)
Omega 3	SR410, slitter, reel to reel, 11152 (2007)
Omega 5	SR410, slitter, reel to reel, 12225 (2011)
Omega 1	SR410, slitter, reel to reel, 10204 (2003)
Omega 7	HSR430, slitter, reel to reel, 23033 (2013)
Omega 8	SR1, slitter, reel to reel, 160101 (2016)
	Platemaking, Cyrel Fast TD100, thermal developer, TD11 80418 (2004)
	Cyrel, EC/LF 1000, 820297 (2004)

Epson, Sure Colour D7000, Serial No. VM4E003622 (2018)

Esko, digital imager, CD1 Spark 4835, 10422 (2008)

Ink Mixing

Rexson, 12 valve/feeder, VP32, ink mixer, 12722187 (2012)

Compressor Room

Gardner Denver, VS40 Compressor, Model: VS40 EANA, 99171 hours, F007 960 (2007)

Alup, ADQ dryer (refrig), CA1771564 (2014?)

Gardner Denver, VS40 Compressor, Model VS, 72490 hours, F009839 (2007)

ADMIRALS BUSINESS PARK (3J)

Warehouse

Edale 1 Edale Alpha 10", 4 colour with UV, Serial No. 013642 (2001)

Machine F1 Omega 330 ATR, turret rewind/slitter, 9387 (1996)

Vectra TR2 410, turret rewind/slitter, 08970058 (1997)

2 x Turros Lifters (2013)

Machine F5 Omega 330, rewind/slitter, 9287 (1995)

144 bays of racking, 5m three shelves per bay, Link 51 and P55

135 bays of racking, 5m three shelves per bay, Link 51 and P55

72 bays of racking, 5m three shelves per bay, Link 51

42 bays of racking, 5m three shelves per bay, Link 51

Warehouse 2

RoboPac pallet wrapper, Ecoplat FRD, 30132274 (2014)

RoboPac pallet wrapper, R1205, 021582 (1996)

Warehouse 3

RoboPac pallet wrapper with scale, Rotoplat 106, KN080356 (2007)

Production Hall

ASHE, dual mandrel, slitter/rewind, 377-01? (2001)

Omega 2 Omega SR410, slitter/rewind, 9989 (2002)

Omega 6 Omega 330, slitter/rewind, 9387 (1996)

Rototflex, slitter/rewind, HR1400, HTI3223 (2006)

Edale 2 Edale Alpha, 4 colour and UV, 045878 (2004)

PS3 Mark Andy 4150 16", one colour, 1175035 (1998)

PS1 ABG Vectra, turret, 12008/882 (2010) with ABG Converter, 43012009 (2000)

PS2 ABG 430, slitter/rewind, 12007 (2010)

PS5 Omega, slitter/rewind. 11455 with Vectra turret, 11433/746 (2008)

PS4 Arsoma 410, 4 colour and 2 die, UV, EM410, 410-196 (1997)

PS6 Mark Andy, 2200 12"G, 4 colour, 131680 (2003) with Vectra rewind unit, 10655/544 (2005)

Arsoma, 10 colour, FM410, 410 162 (1995) (spares/repair - not run for two years)

Gardner Denver, ES36/7.5 compressor, 6542 hours, 07040006 (2004)

Almig Compressor, Flex 30, 33,743 hours, F1105662 (2011)

ADQ900, refrigerated air dryer, 410200 (2015)

Engineers' Room

KRV2000 vertical mill

Colchester 600 lathe

SPALDING

Tooling Cylinders

130 approx. Gallus, 20"

90 approx. Mark Andy, 20"

200 approx. Mark Andy, 16"

First Warehouse

21 bays of Link 51, 5m x 1.2m x three shelves

SMT B, pallet wrapper, 1367 (2003)

175 bays of Link 51H, 5m x 900 x six shelves

Nordson, Versablue 25 gluers (spare on mezzanine), LU07K10093 (2007), LU05CO2465 (2005), LU05H06195 (2005) and LU05H06167 (2005)

Print Hall

Spedo 2600, Sheeter, reel to sheet, SP5332 (2018)

Ink Room

Rexson CP32, 12 valve ink mixer, 12/222.31.B (2012)

Print Hall - Plate Area

JM Heaford, Cobra TTFTS70 plate mounter, 2180041 (2018)

Spilker, plate fix, 400010 (2004)

Spilker, plate fix, 0800001 (2008)

Alphasonic, roller cleanser, ALP1050RF-6

Print Hall

MA18

Mark Andy, 4150 16", 10 colour reel to reel Rhino UV, 1260240 (2003)

MA16

Mark Andy, 4200 16", 10 colour reel to reel Rhino UV, (A)10656 (1999?)

MA14	Mark Andy, 4150 16", 9 colour reel to reel Rhino UV, 1202266 (2001)
MA17	Mark Andy, 4150 16", 10 colour reel to reel Rhino UV, 1205898 (2006)
MA11	Mark Andy, 4150 16" (B), 10 colour reel to reel Rhino UV, 1184082 (YOM 1999?)
MA9	Mark Andy, 4150 20", 9 colour reel to reel Rhino UV, N/A 1240862 (YOM 2005?)
G1	Gallus, EM5105, 10 colour, 510-315 (2008) with Lundberg, extraction system, WASTETECH140W, 18-308 (2018)
C1	Comac, 500CSR, coater unit with Nordson cure unit and UV, MO1 1673 (2005)
C2	Comac, 500CSR, coater unit with Nordson cure unit and UV, MO1 1762 (2007)
C3	Comac, 500CSR, coater unit with Nordson cure unit and UV, MO1 1609 (2004)
C4	Comac, 500CSR, coater unit with Nordson cure unit and UV, MO1 1908 (2013)
C5	Comac, 500CSR, coater unit with Nordson cure unit and UV, MO1 1666 (2005)
	10 x Nordson, gluer units, Versablue 25, Serial No. LU07K10084 (2007), attached to C2; LU05C02315 (2005) attached to C2; LU13JO3825 (2013) attached to C5; LU07K10004 (2007) attached to C1; LU12E01855 (2012) attached to C1; LU13JO3848 (2013) attached to C4; LU15C01076 (2015) attached to C5; LU13 JO3839 (2013) attached to C4; LU14DO1471 (2014) attached to C3; LU05HO6144 (2005) attached to C3

TENENS WAY, RIVERSIDE INDUSTRIAL ESTATE, BOSTON, Lincs, PE21 7SZ

Rewind Area in Warehouse

Newfoil 5000 MkII gold roller, Serial No. 1553 (1995)

Bar Graphic Elite TT280, Serial No. 53529714 231 (2014)

Recycling Area

MHM Baler, P6 vertical baler, XL50BL, Serial No. MH157699 (2015)

Masterline, pallet wrapper, MHFG 2000B, Serial No. 170725PW4-1441 (2017)

Siat, pallet wrapper, FAMF1 semi-auto, Serial No. 58168 (2010)

Main Warehouse

Genie (GS2032) Upright X32, scissor platform lift, Serial No. 51143709 (2009)

370 bays (approx.) link 51m racking, 5m height, 4 x shelves per bay

Recycling Area

Core retriever (x2), Serial No. N/A

Flexor, delaminator, Serial No. E03.1.0035.0161.16 (2016)

Flexor, delaminator, Serial No. E03.1.0034.0159.16 (2016)

2 x Euroflow conveyor

MHM, XL50 baler with strapping, Serial No. MH168102 (2016)

Flexor, delaminator, Serial No. E03.1.0035.162.16 (2016)

HSM horizontal baler, HSM V-Press 860 Eco, Serial No. 6148124 (2007), 280003594V

Warehouse/Bay (Print Hall)

DuPont, CynelFast thermal developer, TD4260, Serial No. TD 4260 0175 (2005)

Kongsberg, cutter/platter, X20F, Serial No. 860370 (2019) (new in box)

Plate Making Room

DuPont CynelFast round, FR1450, Serial No. 7013 (2011)

MacDermid, Photopolymer platemaker, 4260 Lava Processing System, Serial No. H260C.054 (2018)

MacDermid, Photopolymer platemaker, 4260 Lava Processing

System, Serial No. 4260C.055 (2018)

MacDermid, Photopolymer platemaker, 4260 Lava Processing System, Serial No. 4260C 056 (2018)

MacDermid, Photopolymer platemaker, 4260 Lava Processing System, Serial No. 4260C 057 (2018)

DuPont Cynel 2000 ECLF, Serial No. 200.083 (2007)

DuPont Cynel Digital Manager, CDI Spark 4260 (Optics 80), Serial No. 106115 (2010)

DuPont, CDI Advance, Cantilever 1450 (Optics 40), Serial No. 303011 (2011)

Vianord, AWP1116PD, Serial No. 383 017 (2013)

DuPont Cynel Digital Manager, CDI Spark 4260 (Optics 80V2), Serial No. 106375 (2018)

DuPont Cynel 2000 EC/LF, Serial No. 200.126 (2007)

DuPont Cynel Fast round light finisher, Serial No. LFR1450 (2011)

DuPont Cynel Fast round exposure, Serial No. EXR1450 (2011)

Main Print Hall

6 x various 125 kg electric reel lifts

TAGGER2

ABG Omega 0430, four station/feeder, Serial No. 14149 (2017)

Plate Making Room

Kongsberg, XL22 cutter/platter, Serial No. 08251910 (2010)

Epson, SureColour P7000 wide format printer, Serial No. 1566-3515 (2018)

Glunz & Jonsen, Microflex 2000 TD, Serial No. 8003 (2016)

DuPont Cynel Fast, TD4260 thermal developer, Serial No. TD4260267R (2010)

MAIN PRINT HALL

Mark Andy cylinders

NilPeter cylinders

DIGI CON 2	ABG Digicon Series 2, varnish, laminate, coat, cold foil, Serial No. 12277
MA3	Mark Andy 4150 16"B, 10 colour, Serial No. 1020151 (1998)
MA2	Mark Andy 4150 16" C, 10 colour, Serial No. 1316916 (2005)
NP1	NilPeter FA3300s, 10 colour, Serial No. R2155 (2004)
MPS1	MPS EFD 410/9, 9 colour, Serial No. H347 (2008)
MA1	Mark Andy 2200 10E, 8 colour with Longford booklet maker, UV dryer, Serial No. 1028680-1 (1996 -2008)
REWIND5	ASHE, Serial No. 507/04 (2004)
REWIND4	Omega 330 ATR, Serial No. 9478
REWIND3	ABG HSR 430, Serial No. 12651 (2012)
REWIND2	Omega SR330 with Eye-C, Serial No. 9610 (1998 - 2013)
REWIND1	Omega SR 330,with Domino and Eye-C, Serial No. 10293 (2004 - 2013)
REWIND7	ABG SR410 rewind unit, Serial No. 12224 (2011)
REWIND8	Omega 330 ATR, rewind unit, Serial No. 9411 (1997)
REWIND9	Omega 330 ATR, Serial No. 9380 (1996)
REWIND10	Omega SR 330, Serial No. 9687 (1999)
REWIND11	Flexor 440IS, Serial No. E0110127020914 (2015)
REWIND12	Flexor 440 B, Serial No. E011.0076.0737.12 (2012)
TAGGER1	Omega, Serial No. 9786 (2000)

Control Point 1

Normlight processor, scanner, densitometer

EDALE6	Edale 6, Edale Alpha, 4 colour 10", reel to reel UV dryer, Serial No. 067912 (2006)
EDALE7	Edale Alpha, 4 colour 10", reel to reel UV dryer, Serial No. 068081

	(2006)
EDALE4	Edale Alpha, 4 colour 10", reel to reel UV dryer, Serial No. 046174 (2004)
EDALE3	Edale Alpha, 4 colour 10", reel to reel UV dryer, Serial No. 067977 (2006)
EDALE2	Edale Alpha, 4 colour 10", reel to reel UV dryer, Serial No. 035227 (2003)
EDALE1	Edale Alpha, 4 colour 10", reel to reel UV dryer, Serial No. 024311 (2002)

LEALAND WAY, RIVERSIDE INDUSTRIAL ESTATE, BOSTON, LINCOLNSHIRE, PE21 7SW

Main Project Hall

Bay 1	Critical control point 1: proofer/scanner/EYE-C Profiler
Bay 2	Plate fix 1 (2004), Serial No. PF400014, Mark Andy LP3000 cylinders 300+
Bay 3	Flexico V5 Tectonic (plate fix) (2017) Mark Andy P7 cylinders 200+
Bay 4	Flexico V5 (plate fix) (2009) Mark Andy 4150 cylinders 300+ Lundberg WasteTec140 Serial No. 18-294 (2018)
MA5	Mark Andy 4150-B-16, 9 colour, diecutter, rewind, Serial No.1260625,UV Dryers with Rhino UV unit, Alphasonic cleaner Melanie 600 (2003)
MA8	Mark Andy 4150-16-B, 9 colour, diecutter, rewind, Serial No. 1165903, UV dryers,with Rhino UV unit, Alphasonic cleaner Melanie 600-22503R (1999) 2 x Rhino UV units on pallets (awaiting collection)
MA12	Mark Andy P7 Performance, P7-17,10 colour, UV dryer, diecutter, Serial No. 1418726 (2011)
MA6	Mark Andy P5E-17, 9 colour, UV dryer,diecut, Serial No. 1605712 (2018)

MA4	Mark Andy LP3000-16, 10 colour, UV Dryer, diecut, Serial No. 260932 (2006)	
MA9	Mark Andy LP3000-17, 8 colour, UV Dryer, diecut, Serial No. 260910 (2006)	
MA11	Mark Andy 2200 17", 6 colour, UV dryer, diecut, Serial No. 260994 (2007)	
MA10	Mark Andy 2200 17", 6 colour, diecut, UV dryer, Serial No. 260996 (2007)	
	Mark Andy 2200 17" cylinders	200+
	8 x ABUS 275kg reel lift	
Ink Store		
	Rexson computerised ink mixing station (12 feeds)	
Ink Laboratory		
	Viewing unit, UV curer and densitometer	
MPS Print Hall		
	MPS Systems Flexoprinters	
MPS5	MPS 5 Flexoprint, EC410-9, 9 colour (2008), H364, UV Dryer, laminator, diecut	
MPS2	MPS 2 Flexoprint, EF410-10, 10 colour (2008), H357, UV dryer, laminator, diecut	
Plate Laying Area		
	JM Heaford (2019), 2180205, Cobra FTS700 Plate Fix	
	Various CYLINDERS for MPS machines	200+
MPS Print Hall		
MPS3	MPS 3 Flexoprint, EF410-10, 10 colour (2008), H359, UV dryer, laminator, diecut	
MPS4	MPS 4 Flexoprint, EF410-9, 10 colour (2008), H363, UV dryer, laminator, diecut	
REWIND1	Flexor 440B (2013) (1) slitte rewinder, E011.0102.0487.13	

REWIND2 Flexor 440IS (2013) (2) slitter rewinder, EO11.0101.0486.13

REWIND3 Flexor 440IS (2013) (3) slitter rewinder, EO11.0090.0192.13

ASHE Print Hall

ASHE1 ASHE 1, 410 Standard, slitter rewinder, 661-08 (2008)

ASHE2 ASHE 2, 410 Dual Mandrel, slitter rewinder, 676-08 (2008)

ASHE3 ASHE 3, 410 Dual Mandrel, slitter rewinder, 675-08 (2008)

ASHE4 ASHE 4, 410 Opal, slitter rewinder, 674-08 (2008)

ASHE5 ASHE 5, 410 Turret (Glueless), slitter rewinder, 422-02 (2002)

ASHE6 ASHE 6, 410 Dual Mandrel, slitter rewinder, 554-06 (2006)

ASHE7 ASHE 7, 510 Standard Opal, slitter rewinder, 414-02 (2002)

Warehouse

Mark Andy LP3330, 260827 (2003), 10 colour (SOLD)

Mark Andy 4150 (392167-11) 7801, 10 colour (due to be installed)

80 bays, 5m Link 51 racking, 4 x shelves per bay

EcoPlant, RoboPac, autopallet wrapper (2014)

Genie GS2032 (2006) Access Lift, Loler 04/19

Specified Equipment owned by Coveris Flexibles (Gainsborough) UK Limited

Heasandford Mills, Netherwood Road, Burnley, Lancashire, BB10 2EJ
BURNLEY

**Pre-Press
Department**

Rosini, six section vertical sleeve storage system

Rosini, seven section vertical sleeve storage system

23 x bays boltless steel pallet racking

AV Flexologic, four section vertical sleeve storage system

8 x circular rotary sleeve storage units

3 x double sided, five tier, gravure cylinder stands

5 x welded steel sleeve stands

2 x steel framed mobile access platforms

8 x steel double door cupboards

Electric chain hoist with pendant control, RSJ runway and lifting boom

Flexowash, PW92 WR/3189 plate cleaner with endless belt feed conveyor and roller conveyor outfeed (2015)

JM Heaford, MW Cobra 1300D, plate moulder, Serial No. 2070094 (2007)

JM Heaford, 2425 Viper, plate moulder, Serial No. 2000323 (2000)

JM Heaford, Cobra-2CS, plate moulder, Serial No. 213004 (2013)

5 x mobile sleeve transporter trucks

Orwak, drum compactor

Ink Kitchen

Rexson, ink kitchen, with 20 pneumatic ink pumps, tower screen monitor, pipework and connections

Printing Department

8A Comexi FW1508, 8 colour central impression flexo press, Fife CDP-01, web guide, duplex unwinder, gas drying, Corona treatment, chilled duplex rewind unit, CO2 fire suppression and thermal cameras

8B Windmoller & Holscher, Primaflex CM, 8 colour central impression flexo press, Serial No. 52999 (2007), max web width: 1320mm, max. print width: 1270mm, max. speed: 400m/min, gas drying, AFS G60S Corona treatment generator, BST Premium digital web

	guide, Windmoller & Holscher Easyset impression setter, duplex unwind, duplex rewind unit, CO2 fire suppression and thermal cameras
FCP	Windmoller & Holscher, Miraflex AM8-56916 8 colour central impression flexo press, Serial No. 56916, max. web width: 1320mm, max.print width: 1270mm, max. speed: 400m/min, BST International web guide, gas drying, duplex unwinder, Windmoller & Holscher Easyset impression setter, gas drying, duplex rewind unit, Whorle VSV 2000 UPS, Ismet DAWT-9 SPAR 400010 transformer, Serial No. 22000288/1, CO2 fire suppression and thermal cameras
8D	Windmoller & Holscher, Miraflex CM 8 colour central impression flexo press, Serial No. 59150, max web width: 1320mm, max. print width: 1270mm, max. speed: 500m/min, gas drying, Pietsch & Co HET duplex unwind unit, Serial No. 3657/018278.35035743 (2015), AFS gravure treater, BST Eltromat web guide, AFS Corona generator, Windmoller & Holscher Easyset impression setter, Windmoller & Holscher Heliostar cold seal / PVC coating gravure cylinder, max. web width: 1320mm, max. print width: 1300mm, max. speed: 500m/min, Pietsch & Co duplex rewind unit, CO2 fire suppression and thermal cameras
Laminating Department	
Lamination C	NordMeccanica, Super Simplex SL1300, laminating line (2000), max. speed: 300m/min, max. film width:1330mm, max. coating width: 1315mm with Sherman Treaters Corona treatment unit, Frigo System Corema and unspecified chiller units
Lamination A	Comexi CL-130, laminating line, Serial No. 2390 (2000) with Sherman Treaters GX75R Corona treatment unit, 3x Frigo Systems Corema chiller units
Lamination B	Nexus Comexi Evo, laminating line, Serial No. 3440 (2012), max speed: 450m/min, max web width: 1530mm, 3 x Frigo Systems Corema chiller units, Corona Supplies Corona treatment unit
Slitting Department	
S1	Comexi Proslit E-Turret, high speed turret slitter / rewinding machine, 9 knife with edge trimming and collection Serial No. MTG022900 (2013), max web width: 1650mm, max. speed: 500m/min

- S2 Parkland Zeus 188 (AR 450) Ultima Compact slitter / rewinding machine, 7 knife, with needle perforation, Serial No. 11284 (2009), max. web width: 1300mm, max. speed: 450m/min. with fabricated gantry over
- S3 Comexi Proslit E-Turret high speed turret slitter / rewinding machine, 11 knife with edge trimming and collection, 2 x Linx SLHP laser perforators, Serial No. 3345 (2011), max. web width: 1650mm, max. speed: 500m/min, ICS Cool Energy chiller units, BOFA Advantage laser fume extraction unit
- S4 Titan Converting Equipment, Model SR6 slitter / rewinding machine, Serial No. 977068 (1998) rewinder, max. web width: 1800mm and 2 x laser perforators (for refurbishment - no access)
- S5 Comexi Proslit S2 DT high speed turret slitter / rewinding machine, 12 knife, Serial No. MSE002200 (2015), max web width: 1650mm, max. speed: 500m/min Dalmec, PEC pneumatic reel handling manipulator, Serial No. 1649199 (2016), max load 100kg
- S6 Comexi KSC-140, slitter/rewinding machine, 17 knife, Serial No. 2466 (2001), max. web width: 1400mm, max. speed: 300m/min
- Comexi Enviroxi EVL 2000 solvent cleaning booth with extraction trunking
- Bramidan, B50, waste baling press, Serial No. P88388034 (2017)
- Bramidan, B50, waste baling press, Serial No. P88388029 (2017)
- Robopac Rotoplat 507/1FDS pallet wrapping machine, Serial No. KN/125908 (2013)
- ASHE rewinding machine and safety enclosure
- Parkland, TC-25 semi-automatic core cutter
- Parkland, TC10 manual core cutter
- Flexowash, FW2000M, anilox roll cleaner

**Throughout
Production Areas**

- 5 x Rama Agility Trolley, electric reel transporter trucks
- Parkline, CP1106-0100 electric reel transporter, Serial No. C3219,

capacity 150kg

6 x manual pallet trucks

4 x double sided, five tier gravure cylinder stands

Double sided 11 tier gravure cylinder stand

Norris, electric chain block, pendant control, RSJ runway and lifting boom

4 x floor mounted scissor lift platforms

14 x sleeve transporter frames

Lamination Curing Store

18 x four reel capacity welded steel storage frames

Mini-HD electric floor cleaner

Safety-Kleen stainless steel solvent cleaning booth

Warehouse

272 x bays Link 51m boltless metal pallet racking, mainly four tier

IBIS, CC200 PS, pallet wrapping machine, Serial No. C100061M (2011)

A&D Instruments, electronic load cell, Serial No. H7215642

Fitters Workshop

SIP 12" bandsaw

Sealey double ended bench grinder

NuTool, bench drilling machine

SkyJack, SJ113219 mobile scissor lift platform

5 x bays, six tier boltless metal pallet racking

Wurth MIG 180-5 mig welder

Gas cutting torch, hose and regulator

Work benching, racking and cupboards throughout

Yard Areas

2 x Safety Store, Denios and unspecified bunded ink/chemical stores

B&W Megtec Epsilon CC060C3LT regenerative thermal oxidiser, Project No. 10027803 (2015), Total power supply, 250kVAa, 50 Hz, 3 x 400 VAC, process gas flow, max. 55000Nm³/h solvent flow rate max, <25% LEL, inlet temp max. 40°C, Fuel: natural gas, calorific value if Fuel: 10kW/m³, fuel consumption in heat up mode, max. 420m³/h, 4200kW

Comexi Enviroxi Ecodistil STB200 self-contained solvent recovery still

MTA TAE, Evo Tech 101, chiller unit, Serial No. 2200287958 (2016)

Hiref, PCC030 chiller unit, Serial No. HF1012026756 (2011)

Rhoss, +CAEB2010013355 chiller unit

MTA TAE, Evo 351, chiller unit, Serial No. 220054429 (2005)

Three fan water cooling tower

Compressor House

Alup Largo, 55 7.5 400/3/50 packaged air compressor, Serial No. AP1220031 (2010)

Compair Cyclon 475SR packaged air compressor, Serial No. F170/0640 (2000)

Plusair packaged air compressor

Vertical WMS air receiver

WINSFORD

Main Extrusion Hall

- EO1: WIN0001 Windmoller & Holscher, single layer blown film extrusion line comprising:
- Rotating nip roll; 6 Moretto hopper blender; Summit Plastics Automation weigh scale; hopper with pneumatic gate valve, additive cyclone and discharge; Summit Plastics Automation / Moretto additive hopper and discharge and Moretto Logic MS6 electronic control, Serial No. 978238 (1997); bubble calibration basket; single die extruder with geared motor drive; Oberflächen Technik, CP2600 perforating roller, Serial No. 119647002; Elguider VS3526 Corona treater; AFS Generator G100S Corona generator; Afex 29483, Serial No. 7,1984 TX film rewinders, each with six slitting knives and edge trim extraction; fans; trunking; four Demag electric chain hoists and lifting beams, SWL: 125kg; supporting steelwork and access platforms
- EO2: WIN0002 Windmoller & Holscher, single layer blown film extrusion line comprising:
- Rotating nip roll; 6 Moretto hopper loaders; Maguire weigh scale blender; Summit Plastic Automation additive hopper; Moretto MS6-7.5 electronic control, Serial No. 960804 (1996); bubble roller calibration basket; Windmoller & Holscher, E-120-25-D single die extruder with geared motor drive; Plast Control K400 air ring, Serial No. 723 (2007) and Plast Control ACSm 6100S gauge controller, Serial No. 61-449-0207 (2018); Oberflächen Technik perforating roller; 2 x Optical Control Systems FSP600 Workstation web video cameras; Enercon LM3538-160 Corona treater, Serial No. C20328-03 and generator; 2 x Afex film rewinders, each with 5 slitting knives and edge trim extraction; Plast Control ACS Navigator push button control panel; fans; trunking; 4 Demag electric chain hoists and lifting beams, SWL@ 125kg; supporting steelwork and access platforms
- EO3 Windmoller & Holscher, 3 layer blown film extraction line comprising:
- Rotating nip roll; 3 x Summit Plastics automation weigh scale

blenders and 6 Moretto hopper dryers; bubble roller calibration basket; Plast Control PC9 gauge controller, Serial No. 535801007 (2007); 3 x Windmoller & Holscher, single die extruder, model E60.25.D, Serial No. 32494 (1984), 32494 (1984) and 32494 (1984); Plast Control air ring, K400, Serial No. 741 (2007) perforating roller; AFS Corona treatment generator; 2 x film rewinders with 3 slitting knives; Plast Control ACS Navigator touch screen controller; supporting steelwork and access platforms

E07

Battenfeld Gloucester 3 layer blown film extrusion line comprising:

Rotating nip roll and directional guide rolls; nip roll with geared motor drive; Summit Systems batch resin feed system from day bins and silos (25 feed lines); 3 x Hydravac/Hydracolor hopper blender loaders; Plast Control gauge controller; bubble roller calibration basket; 3 Hydreclaim hopper loaders; 3 x Battenfeld Model 320MR2, Serial No. 46353-03, XXX and XXX single die extruders with geared motor drives; Plast Control K750 air ring, Serial No. 099 (2006); 3 x Nova Color coloured batch hopper loaders; Optical Control Systems, FSP600 workstation web video inspection system; Sherman Treaters Corona treatment system unit PBS 2900.150.BSEGX2.PN.TD.SWS.SP, Serial No. 953781 (2004); Macchi Easyload BO Axial Plus 14 knife double sided slitter rewriter with 2 x Easyload reel lifters and 2 x track mounted transfer carriages; Plast Control ACS Navigator touch screen controller; supporting steelwork and access platforms

E06

Reifenhauser, 3 layer blown film extrusion line comprising:

Rotating nip roll and direction change rollers; Plast Control gauge controller; 3 x Plast Control hopper loader/blenders; Moretto additives loader/blender; calibration basket; Summit Systems 48 section resin transfer system; Reifenhauser RT 681-1-70-30 C single die extruder, Serial No. 72087 (1993), RT-1651-1-120-30B, Serial No. 72084 (1993) with co- extruder, and RT-681-1-70-30A, Serial No. 72081 (1993); Plast Control K750 air ring, Serial No. 698; bubble roller calibration basket; 3 Plast Control 5 bank hopper loader/blenders to extruders; perforator roller; AFS AVB-200EA-SGM9/3200 Corona treater, Serial No. AV5571018 (2018), Reifenhauser, MFA3300-02-AS twin rewriter, Serial No. 72106 (1993); Demag electric hoist and runways; ACS Navigator touch screen control; push button control panel; 2 x track mounted discharge carriages; supporting steelwork and access platforms

E27

Hosokawa Alpine, 3 layer blown film extrusion line comprising:

Hosokawa AON20C rotating nip roller, Serial No. F3 205847 (2013) with direction change rollers; 2 x Industrial Frigo WTA 9/95/X chiller units, Serial No. 31278 and XXX (2013); AFS AVB-150CA-SGM6/2000 Corona treater, Serial No. AV4301093 (2013) with AFS Generator, G1000S Corona generator; bubble roller calibration basket; Kundig P1102 gauge controller, Serial No. D2512 (2012); 2 x OCS FSP600 web video cameras; Ahlrich Siemens, chilled roller unit, Serial No. B109088P (2011) with Industrial Frigo WTA 9/95/X chiller unit, Serial No. 32310 (2013); 2 x Hosokawa Alpine, HX65 and 1 x HX90 single die extruders; 3 x Plast Control L10 312, five section loader/blenders, Serial No. 92-127-0813; Hosokawa Alpine AWD-20-ZE twin slit/rewinder, Order No. F3-191775, Serial No. 1199260 (2012); 2 x Neuenhauser EA-2 and EA-2 reel manipulators, Serial No. 53AR001855-1 (2012); Hosokawa Alpine, touch screen control; supporting steel work and access platforms

**Throughout Main
Extrusion Hall**

Truck mounted mobile vacuum pump and hopper loader

18 x welded M/S day bins with pneumatic gate valve, vacuum control, supporting steelwork, pipework and connections

NGR E-GRAN 50AP film granulator, Serial No. Q12104 (2013)

Macchi mobile film granulator

4 x Linde, T20 electric pedestrian pallet trucks, 03 EP25 03R SC, Serial No. 0201136610 (2018)

WIN No. 00075

Lammers, LPF11/R07-10-1,6/P-V vacuum extraction discharge hopper, Project No. 2024-01 (2013)

Lammers, LPF11/R07-10-1,6/P-V vacuum extraction discharge hopper, Project No. 2024-01 (2013)

Elmo Rietschle, vacuum pump and single bag dust filter unit

Busch Mink, MM1202 AV vacuum pump and single bag dust filter unit

2 x Ventec, VHR 280/224, centrifugal fans, Serial No. 366504 and two in-line heat exchanges

CMG Room

E09

Macchi, single layer blown film extrusion line comprising:

Maguire 5 section hopper loader/blender; Macchi Plastex 2K180 single die extruder, Serial No. 2825.2 (2004); Plast Control batch feeder; Plast Control K400 U ROT air ring, Serial No. 1015 (2013); roller bubble calibration basket; Macchi fixed nip roller, Type ST199E, Serial No. 05081 (2004); perforating roller; Elguider web guide; AFS Corona treater AVB-100D-SGM3/2,5/1100, Serial No. AV4339103 (2013) and AFS Generator G30S Corona generator; Macchi BSA-225 six knife slitter rewinder, Serial No. 03081 (2004) with edge trim, supporting steelwork and access platforms

E14

CMG, single layer blown film extrusion line comprising:

Summit Plastics Automation 5 section hopper loader/blender, GMG CC9 single die extruder, Serial No. 659 (1990) with geared motor drive; Plast Control K400 U ROT air ring, Serial No. 1008 (2013); roller bubble calibration basket CMG HO1800 fixed nip roll, Serial No. 660 (1990), perforator roller; Allbrandt Corona treater CMG AC1800D 6 knife slitter rewinder, Serial No. 683 (1991); Process Control edge trim granulator, supporting steelwork and access platforms

E15

CMG, single layer blown film extrusion line comprising:

Maguire 5 section Gravimetric blender; CMG single die extruder; Plast Control K400 U ROT air ring, Serial No. 1012 (2013); roller bubble calibration basket; CMG HO1900 fixed NIP roller, serial No. 659 (1990), Ahlbrandt Corona treater; SVT slit/seal machine; AMV TEC perforation roller (off line); Gloenco nip and trim unit, Serial No. 10429 (1971), Gloenco embossing machine; Oberflächen Technik CP1200 perforator, Serial No. 10964401; Battenfeldt Gloucester turret slitter rewinder; supporting steelwork and access platform; RSJ lifting gantry, SWL: 100kg

E17 WIN00011

CMG, single layer blown film extrusion line comprising:

Summit 4 section hopper loader/blender; CMG single die extruder; Plast Control air ring; roller bubble calibration basket; Reinhold

	fixed nip roller; Fife web guide; KR Oberflächen Technik perforation roller; Ahlbrandt Corona treater; granulator; CMG AC1400B rewinder, Serial No. 766 (1993); push button control panel; supporting steelwork and access platforms
E18 WIN00012	CMG, single layer blown film extrusion line comprising: Maguire 5 section hopper loader/blender; CMG single die extruder; Plast Control air ring; roller bubble calibration basket; rotary nip roller; Fife web guide; Ahlbrandt Corona treater; KR Oberflächen Technik CP1400 perforation roller, Serial No. 0794-3001; CMG AC1400 3/6 rewinder, Serial No. 865 (1994); granulator; push button control; supporting steelwork and access platforms
E19 WIN00013	GMC single layer blown film extrusion line comprising: Summit Plastics Automation 4 section hopper loader/blender; CMG single die extruder; Plast Control air ring; roller bubble calibration basket; Decatex AR1500 rotary nip roller, Serial No. 011-95; Elguider web guider; KR Oberflächen Technik perforator roll; AFS AVB-150CA-SGM9/1200 Corona treater, Serial No. AV5176096 (2016); CMG AC3/6 1400 rewinder, Serial No. 927 (1995); granulator; push button control panel; supporting steelwork and access platforms
A11764	Linde T20 electric pallet truck
Win00030	Kenburn Type 4-OS hydraulic waste compactor, Serial No. PE50298044 (1998)
WIN00089	Kenburn Type 4-OS/50 hydraulic waste compactor, (1998)
Giraffe House Extrusion Hall	
E04 WIN00223	Battenfeld Gloenco, 3 layer blown film extrusion line comprising: 3 x Moretto suction units, Type VHF1 FP3 CV1, Serial No. 974114, 974112 and - (1997); 3 x Maguire, hopper loader/blenders; 2 x Battenfeld Model 60EXT, 60mm single die extruders, Serial No. A15285 (1997) and A15285 (1997); Battenfeld Model 90EXT, 90mm single die extruder, Serial No. A15285 (1997); Plast Control K400 air ring, Serial No. 718 (2007); calibration basket; Battenfeld

Traversanip rotary nip roller, Serial No. A15285 (1997) and direction change rollers; Plast Control linear gauge scanner, Serial No. 743 (2007); Battenfeld secondary nip roller (1997); Battenfeld sonic sensor, Serial No. 38700-01 (1997); perforating roller; Fife CDP-01 web guide; embossing roller, AFS Corona treater Type AVB-1200-SGM6/1800 (2010); Battenfeld 1008D turret slit/rewinder, Serial No. A15285 (1997) Plast Control ACS Navigator touch screen and push button control panel; supporting steelwork and access platform

E20 WIN00014

Battenfeld Gloenco, single layer blown film extrusion line comprising:

Moratto suction unit Type VTF7F10 CV15, Serial No. 974110 (1997); Maguire 4 section hopper loader/blender; Battenfeld Model 100EXT, 100mm single die extruder, Serial No. A15284 (1997); Plast Control air ring, Type K400, Serial No. 896 (2011); calibration basket; Battenfeld Traversanip rotary nip roller, Serial No. 15284 (1997) and direction change rollers; Plast Control; Linear gauge scanner 700, Serial No. A549 (2015); Battenfeld sonic sensor, Serial No. 38700-02 (1997); KR perforating roller; Fife Symat 300 web guide, Serial No. 025717/97; AFS Type AVB-1200-SGM6/1800 Corona treatment unit, Serial No. 3828012 (2012); Battenfeld 1008D turret, slit/rewinder, Serial No. A15284 (1997); Plast Control ACS Navigator touch screen control; push button control; supporting steelwork and access platforms

E26 WIN0002C

Hosokawa Alpine, 9 layer blown film extrusion line comprising:

9 x Extruder mounted Plast Control hopper loader/blenders; 9 x Hosokawa Alpine single die extruders (no access); Hosokawa Alpine, Type CRP-7V air ring, Serial No. F3 191775 (2011); roller calibration basket; Kundig linear gauge sensor; Hosokawa Alpine rotary nip roller, Type ADG2100-R2300-NA2100, Serial No. 1548; 2 x Industrial Frigo, Type WTA9/95/X chiller units, Serial No. 28697 (2011) and 28970 (2012), Water bath nip roller unit with 2 x OCS video inspection cameras (WIN00069), Industrial Frigo, chiller unit; E&L Type CN4007 web guide, Serial No. 228962; AFS Type AVB-150CA-SGM6-2000 Corona treatment unit, Serial No. AV3832012 (2012); secondary nip roller/chill roller; Industrial Frigo WTA9/95/X chiller unit, Serial No. 32309 (2013); Hosokawa Alpine slit/rewinder; 2 x Nuenhauser reel manipulating units; Roblon, edge trim rewinder; Siemens, Touch Simatic touch screen control, supporting steelwork and access platforms

E25 WIN00100	Hosokawa Alpine, 5 layer blown film extrusion line comprising: 2 x Summit Systems mobile resin hopper dryers; 5 x Plast Control extruder mounted hopper blenders; 4 x Hosokawa Alpine HX65 and 1 x Hosokawa Alpine HX75, single die extruders; Hosokawa Alpine CCRP50/50 air ring, Serial No. F3169235 (2008); roller bubble calibration basket; Kundig linear gauge sensor, Hosokawa Alpine Type AON20 rotary nip roller, Serial No. F3 182534 (2010); AFS Type AVB150GA-SGM6/2600 Corona Treater; KR Oberflächen Technik Type CP2800 perforator roll, Serial No. 05951902; OCS twin FSP600 web video cameras; AFS, Type AVB-150G-SGM3/2000 web treater, Serial No. AV290804B (2000) and AFS Generator G40S Corona generator; Hosokawa Alpine AWD-20ZE slitter rewinder, Order No. F3-182534, Serial No. 1030056 (2010); 2 x Neuenhauser, Type EA reel manipulators, Serial No. 53KA164378/001; Roblon, edge trim rewinder; supporting steelwork and access platforms
E23	Hosowaka, HS65/75/65, 3 layer blown film extrusion line, Serial No. F3149840 (2006) comprising: 3 x Plast Control, hopper loader/blenders; 3 x Hosowaka Alpine single die extruders; Hosowaka, Type CR50 air ring, Serial No. F3149840 (2006); bubble roller calibration basket; Kundig linear gauge sensor; rotary nip roller and direction change rolls; EL web guide; twin web video cameras; secondary nip and slitting rollers with edge trim remover; Hosokawa Alpine, slitter/rewinder; 4 x Abus electric chain hoists; Hosokawa Alpine touch screen monitor; supporting steelwork and access platforms; 2 x Neuenhauser, Type EA150 reel unloading stations
E22	Zocchi Giovanni, single layer blown film extrusion line comprising: MTEK four bin loader/blender; Maguire vacuum pump; Zocchi Giovanni, Type E120/2800 single die extruder, Serial No. 3926 (2004); Plast Control Type K750 air ring, Serial No. 1170 (2015); bubble roller calibration basket; Plast Control Type Linear Scanner 700 gauge sensor, Serial No. 1384 (2015); Zocchi Giovanni, fixed top nip roll; Zocchi Giovanni, 8 knife slitter rewinder, Diamond Precision slitter rewinder; Exact, Type R6 GOLD TSISEV granulator, Serial No. 9220 (2004); supporting steelwork and access platforms
E21	Zocchi Giovanni, single layer blown film extrusion line comprising:

MTEK, four bin loader/blender; Maguire vacuum loader; Zocchi Giovanni, Type E120/2800 single die extruder, Serial No. 3925 (2004); Plast Control Type K750 air ring, Serial No. 1169 (2015); bubble roller calibration basket; Plast Control Linear Scanner 700, linear gauge sensor, Serial No. 1385 (2015); Zocchi Giovanni, fixed top nip roll; Zocchi Giovanni, 8 knife slitter rewinder; Diamond Precision slitter rewinder; supporting steelwork and access platforms; Exact R6 GOLD TSPBSE granulator, Serial No. 9218 (2004)

Throughout Giraffe House Extrusion Hall

Kenburn, Type 4X-16 hydraulic waste compactor

NGR, mobile, flighted belt elevating conveyor, with Mesutronic, Type MN5.2D500/500, through-feed metal detector, Serial No. 2013-1165D (2013)

Dalmec, Type PMC articulated manipulator arm, max. load: 160kg, Serial No. 1037786 (2010) with Dalmec, air shaft reel lift attachment

NGR, Type S:GRAND075-50HD granulator, die extruder and pelletiser, Plant No. Q-14054 (2014) and access walkway

6 x steel, cylindrical day bins with conical bases and pneumatic gate valves

Rotoplat, Robopac 507PFS, pit mounted pallet wrapping machine, Serial No. KN/096674 (2010)

Dalmec, Type MXC articulated manipulator arm, Serial No. 14447, max. load: 300kg (2014) and Dalmec, air shaft reel lift attachment

2 x Kenburn, Ramidan 4-X16 hydraulic baling presses

Warehouse

442 bays consisting mainly three tier Link 51H boltless metal pallet racking

Rotoplat, Type XL508 PDS, Robopac pit mounted pallet wrapping

machine, Serial No. 30141100 (2015)

Rotoplat, Type XL5071 PDS, Robopac pit mounted pallet wrapping machine, Serial No. KN/117039 (2013)

Rotoplat, Type XL5071 PDS, Robopac pit mounted pallet wrapping machine, Serial No. KN/117040 (2013)

Domnick Hunter, CRD1340 EL Drain 400/3/50 compressed dryer, Serial No. 2960330001

Atlas Copco, Type FX19 (A17) compressed air dryer, Serial No. CAI975205 (2016)

HPC BSD 81 Sigma, packaged air compressor, Serial No. 1055

HPC BSD 81 Sigma, packaged air compressor, Serial No. 1082

Kaeser HPC, Type DSD 202 Sigma, Serial No. 1023

Abbott, welded steel cylindrical vertical air receiver, Serial No. A49884 (2005)

Dalmecc, articulated manipulator arm and reel lift attachment

Gavomeccanica, Type TCAG-330 semi-automatic core cutting machine with core feed and dust extraction cabinet

Gavomeccanica, Type TCMG-175 core cutting machine, Serial No. 228 (2014) and dust extraction cabinet

Workshop

Startrite, HB225M horizontal bandsaw, Serial No. 136443

Richmond Envoy radial arm drill, Serial No. - and 'T' slot box table

Meddings, pedestal drill

Metabo, double ended pedetal grinder

Power Team, garage press

Unspecified SS and SC gap bed centre lathe, Serial No. - JLG 1930ES, mobile scissor lift platform

Recycling Area

Dulevo, H1020/RO electric floor sweeping machine, Serial No. H102000110701 (2014) and charger

Schwing Technologies, Model 1212T SAM Vacuclean vacuum furnace, Serial No. 13/26-16339/710 (2013)

Erema recycling plant comprising:

Erema, flighted inclined belt elevating conveyor, Type FB7000/1100, Serial No. P03/146 (2010) with through-feed metal detector

2 x double sided, three tier reel unwind stands; heavy duty granulator/shredder to Erema PC1512TVE, single die extruder; Erema, Type HG242P, pelletiser, Serial No. PO9/146 (2010) vibrating cooling bath

NGR, Type S:Gran075-50HD integrated plastic waste recycling plant, Serial No. Q-13051 (2013) with granulator/shredder, extruder and pelletising plant

Wohlenburg, Type 115 hydraulic paper guillotine (no access)

Finishing Hall/Warehouse

Atlas Copco, N-Drive Work Place Air System, Type GA75VSD packaged air compressor, Serial No. AII496096 (2003)

Kaeser, HPC BSD 81, packaged air compressor, Serial No. 1083 (2005)

HPC, Plusair packaged air compressor

Park/Hiross, Polestar Smart compressed air dryer

Lohenner, cylindrical vertical air receiver, Serial No. 74549 (2003)

WIN00050/PS04 Hollowrap, 220-803 Automatic Press stretch wrap rewinder, Serial No. 66060 (2015)

WIN00084/PS06 Hollowrap 220-800, Automatic Press stretch wrap rewinder, Serial

No. 67849 (2017)

WIN000--/PS03 Hollowrap 220-800, Automatic Press stretch wrap rewinder, Serial No. 68462 (2018)

WIN00095/PS05 Hollowrap 220-800, Automatic Press stretch wrap rewinder, Serial No. 67848 (2017)

WIN00045/PS01 Hollowrap 220-800, Automatic Press stretch wrap rewinder, Serial No. 66058 (2015)

WIN000--/PS02 Hollowrap 220-800, Automatic Press stretch wrap rewinder, Serial No. 68461 (2018)

Dalmec, articulated manipulator arm and air shaft reel attachment (not in use)

Epipack, Type Spinowraptor floor mounted pallet wrapping machine, Serial No. 4487 (2008)

KK Balers, Type 20-20 hydraulic waste baling press, Serial No. 100

129 bays of mainly four tier boltless metal pallet racking

Yard Area

20 x Barton Fabrications, cylindrical aluminium single skin resin holding silos, approx. 18m x 3.5m dia, capacity: 75 tonne (approx.) with load cells and inspection hatch, two access ladders and high level walkway

Camfil, Gold Series, Model GS04 dust extraction unit, Serial No. 304415 (2016)

Vacuum Pump House

3 x Elmo Rietschle/Zephyr/Gardner Denver, Model C-VLR301 (01) pumps, Serial No. SC10338308004, SC10346836002 and SC10338308005 (all 2018)

2 x Ingersoll Rand, MX8 vacuum pump, Serial No. RBA 1089001 (2017) and RBA1089000 (2017)

Unspecified vacuum pump, Type 4252, Serial No. R9886

Hibon/Ingersoll Rand, MX8 vacuum pump, Serial No. RBA1088998 (2017)

2 x push button control cabinets

3 x Plast Control, PCP-840XL dust collection filters, Serial No. 291, 293 and 292

Site Chiller

Airedale, Turbo Chill R134A, 4 compressor, industrial water chiller unit, Ref: 6685333, supporting steelwork, access platform, access ladder, pipework and connections

Rear Site Chiller

Airedale, Ultima Compact, 3 compressor, industrial water chiller unit, pipework and connections, Ref: UCC4500

Unspecified 7 fan water chiller unit

4 x Bacton Fabrications, cylindrical aluminium, resin holding silos, approx. 13m x 3m (dia), capacity: 55 tonne (approx.)

2 x Barton Fabricators, cylindrical aluminium, resin holding silos, approx. 16m x 3.5m (dia), capacity: 75 tonne (approx.) with load cells and inspection hatch, plus access ladder and high level walkway

Airedale, Delta Chill, Freecool four section water cooling tower and Balmoral, GRP header tank, pipework and connections

Airedale, Ultima packaged water chiller (disconnected/out of use)

4 x, cylindrical aluminium single skin resin holding silos, approx. 3.5m x 13m high, load cells, access ladder and high level walkway (not in use)

SANDERS ROAD, HEAPHAM ROAD INDUSTRIAL ESTATE, GAINSBOROUGH, Lincs DN21 1RZ

SITE 1

Press 4 Windmoller & Holscher, Miraflex CM, 10 colour press, Serial no. 54196 (2011), 31231 hours and 251952km

Press 5 Windmoller & Holscher, Miraflex CM, 8 colour press, Serial no. 55400 (2012), 28822 hours and 387402km with gravure unit

JLG access lift, 1930ES, 1200013369 (2007)

Outside

Enviroxi, two chamber (installed 2006), thermal extraction unit

Megtec, three chamber (installed 2013), thermal extraction unit

Press 7 Windmoller & Holscher, Miraflex CM, 8 colour press,, Serial No. 58996 (2015) 11473 hours and 161488km

Press 6 Windmoller & Holscher, Miraflex CM, 8 colour press, Serial No. 56911 (2013) 17186 hours and 224048km

Press 1 Comexi, TBC, FB2108, 8 colour press, M36002700 (YOM)

Press 2 Comexi, TBC, FB2108, 8 colour press, M36002900 (YOM) (not powered)

Press 3 Windmoller & Holscher, Miraflex CM, 8 colour press, Serial No. 54313 (2011) with gravure unit 39745 hours and 585453km

SITE 1, SANDERS ROAD

Laminator 1 Nexus, Comexi, dual laminator, Serial No. 3075 (2008)

Laminator 2 NordMeccanica, Super Simplex laminator, L1400, Serial No. 267 (1995)

Laminator 3 NordMeccanica, Super Simplex SL laminator, L1300, Serial No. C1271 (2008)

Laminator 4 Nexus Comexi, Evo laminator, MLD3400, Serial No. 3419 (2011)

SITE 2

Reseal 2	ABG Resealer, Omega C530, Serial No. 14078 (2016)
Reseal 1	ABG Resealer, Serial No. 12292 (2011)
Outside	
	Aquasnap, reversible chill unit, Serial No. M2015018860 (2015)
Compressor Room	
	ALMIG, 34 variable, Serial No. F1109274/50015436 (2011)
	ALMIG, 37 fixed, Serial No. F1108898/800105309 (2011)
	ALMIG, 37 fixed, Serial No. F1108898/800105310 (2011)

SITE 2

Slitter 15	Eldec slitter, Serial No. N/A (YOM) with Gunter punch unit (N1500), Serial No. 2096 (2016)
Slitter 11	Comexi Proslit, E-turret, Serial No. MTG021600 (2012)
	Corecutter, Universal CCS, Serial No. 32094842 (2012)
Slitter 12	Comexi Proslit, S2 DT, Serial No. MSE001400 (2015)
Slitter 14	Comexi, Proslit, S2 DT-P, Serial No. MSEP02800 (2015) with upgrade laser unit and label applicator, Serial No. MEST15200 (2018)
Slitter 04	ASHE, Sapphire S2 (non-turret), Serial No. 551-06 (2006), with Gunter punch unit (N1500), Serial No. 1761 (2010)
Slitter 06	Atlas slitter, Serial No. N/A (YOM) with Gunter punch unit (N1500), Serial No. 1757 (2010) plus hot needle perforation unit, BPMPXS, 270504 (2010)
Slitter 07	Eldec slitter, Serial No. 9600 (1987), with Maklaud punch unit, MPU RGT1600, Serial No. 085 (2006) plus hot needle perforation unit, BPM PX5, Serial No. N/A (YOM)
Slitter 02	ASHE, Sapphire S2 (non-turret), Serial No. 500-04 (2004) with

Gunter punch unit (N1500), Serial No. 2072 (2016)

SITE 2 (DRY SITE)

Slitter 1	ASHE, Sapphire S2 with turret, Serial No. 706-09 (2009) with ASHE MLT laser, Serial No. 1047 (2009)
Slitter 05	ASHE, Sapphire S2 non-turret, Serial No. 543-05 (2005) with MLT laser, Serial No. 1088 (2013)
Slitter 09	ASHE, Sapphire S2 with turret, Serial No. 724-10 (2010) with MLT laser, Serial No. 1087 (2013)
Slitter 08	Atlas slitter, Serial No. N/A (YOM), with Gunter punch unit (N1500), Serial No. 1938 (2014)

SKERNE ROAD, HARTLEPOOL

Warehouse

110 bays, 5m, four shelf, KS racking

Compressor Room

Compressor 1	Compare, Delcos 3000, LT75, 7.5, 70,500 hours, Serial No. 349022/0785 (2002)
Compressor 2	Compare, Delcos 3100, LT75, 7.5, 46,200 hours, Serial No. 349029/1655 (2008)
Compressor 3	Compare, Delcos XL, LT75 RS.13A, 41,400 hours, Serial No. CD10014792002 (2013)

Stores

Skyjack, scissor lift, SJ11 3219, 22074330 (2015)

Print Hall

Machine Comexi 1	Comexi, Flexo Press, Model: FM1500, 6 colour press, Serial No. 2198 (1998)
Machine Comexi 2	Comexi, Flexo Press, Model: FW1506, 8 colour press, Serial No.

	2905 (2006)
Machine M3	Manzoni, Flexo Press, 4 colour press, Model: TC 704M/108R, Serial No. 1579 (1994)
Machine	JM Heaford, Cobra plate layer, Serial No. 2148199 (2015)
Machine 63	Automaster, Printer Bagger, Model: Harnden PP1250, Serial No. 506671 (1998)
Machine C3	Harnden Printer Bagger, Model: PP1500, Serial No. 506196 (1998)
Machine Slitter 3	Schiavi, Model EASY SLIT, Serial No. 705 (2003)
Machine Slitter 1	Eldec, Model: BB50, Serial No. 10240 (1989)
Machine Slitter 2	Titan, Model: SR4 59, Serial No. 304/48 (1979)
Machine G1	Gunter, Model: ZNX1300 826 G30, Serial No. 1897 (2013)
Machine V3	Harnden Bag Maker, Model: PP1250, Serial No. 507956 (1999)
Machine F11	Jagenberg, Lemo Bag Maker, Model: IS 850, Serial No. 499844 (2001)
Machine F15	Jagenberg, Lemo Bag Maker, Model: IV 850 TU, Serial No. 513738 (2002)
Machine B1	Scae, Bagging Machine, Model: Dimatic ETH601LP/88, Serial No. 21524 (2015)
Machine T1	Harnden, Bagging Machine, Model: PP1250, Serial No. 507298 (1999)
Machine V6	Vega (Mamata), Bagging Machine, Model: Vega 800, Serial No. 15 (2008)
Machine V4	Vega (Mamata), Bagging Machine, Model: VEGA Plus 800, Serial No. 79 (2006)
Machine V5	Vega (Mamata), Bagging Machine, Model VEGA 100JP, Serial No. 027 (2004)
Machine V11	Scae, Bagging Machine, Model: Dimatic ETH 101 AP/88, Serial No. 21426 (2014)
Machine V10	Scae, Bagging Machine, Model: Dimatic ETH 101/AP/130, Serial No. 21424 (2014)

Machine V12	Scae, Bagging Machine, Model: Dimatic ETH 101 AP/66, Serial No. 21527 (2015)
Machine V8	Scae, Bagging Machine, Model: Dimatic ETH 101/110, Serial No. 21222 (2012)
Machine V7	Scae, Bagging Machine, Model: Dimatic ETH 101/130, Serial No. 21223 (2012)
Machine V1	Vega (Mamata), Model: Vega 800, Serial No. N/A (YOM)
Main Hall (Conversion)	
Machine 133	Stiegler, Bagging Machine, Model: ST13A 700WL, Serial No. 319300 (1999)
Machine 123	Hudson Sharp, Bagging Machine, Model: 5750/390LH, Serial No. 01-012724-Z10 (2010)
Machine 120	Hudson Sharp, Bagging Machine, Model: 5750/390LH, Serial No. 01-13493-Z06 (2006)
Machine 122	Hudson Sharp, Bagging Machine, Model: 5750/390LH, Serial No. 01-136140Z08 (2008)
Machine V9	Scae, Bagging Machine, Model: Dimatic ETH101 AP/660, Serial No. 21314 (2013)
	Various gluing machines, mobile, comprising:
	12 x Nordson Mettler
	4 x Dynatec
	2 x Robatec

LOUTH

Reclaim Area

E1	Erema, F8500-80 recycling plastic to pellets with hopper, C9/042 (1990)
E2	Erema, FB7000-20 recycling plastic to pellets with hopper, C3/984 (1994)
	Dalmel Lift, PEC roll lift, 1444699 (2014)

Building Film Area

Machine 52 Gloenco, 13/WINDER extrusion machine (blown film buildings) 10262 (1971)

Machine 51 Gloenco, 131W extrusion machine (blown film buildings) 10207 (1971)

Finishing Route

Machine 137 Titan, SR6 slitter, 96TU21 (1996) with Laserpin hot needle perforator, Model DB14084QE02, 14084FF/11 (2014)

Machine 138 Comexi, Compack 2 slitter, 065 (2006)

Machine 141 Comexi, E-Turret slitter, 3251 (2010)

Machine 142 Titan, SR6 slitter, 96TO44 (1996) with Laserpin hot needle perforator, 1408FF/02 (2014) and MLT, laser perforator, MLT-F8-200 (2008) and rewind unit, 1044

Finishing

Amutec, TS2000 bag sealer unit, 465 (2015)

Machine 132 Stiegler, ST1-3700W wicketing bag machine, Serial No. 2689 (1994)

Gavo (Italy), TCLG core cutter, 173 (2012)

Pacwrapper, 3000, 96112131 (1996)

Husman, KBP20 paper baler, EWC 20126 (2000)

Machine 145 Universal, X6VTi slitting machine, 34105338 (2016)

Machine 144 Universal, X6 slitting machine, 34105335 (2015)

Large Polymer Handling Plant in Annex complete with 13 x aluminium silos

Laborsave, AY012A00-L sack emptying machine with hopper, AY157 (2011)

Machine 143 Titan, SR5 slitter with Gunter, 2 x N1350 punch (2014) and rewind unit

Machine 140 Titan, SR5 slitter, Serial No. 535 (2008) with Gunter, 2 x N1350 punch and shared rewind unit, SCA1 (2013?)

Machine 135 Arvor, 1497 KSM (French), bottom weld bag machine with unwind and gusset unit, LE47 (1999)

	Arvor, 1604 Gamma bottom weld bag machine, 1610 (2010)
Machine 65	Erema 3, recycling machine, Serial No. N/A (YOM?) (scrap/hybrid)

**Warehouse
Compressor Room**

Kaiser, CSD 122 compressor, Serial No. 2/5198, Hours: 61721

Atlas Copco, GA37FF compressor, Serial No. A11383064 (2003),
Hours: 75000

Atlas Copco, GA75 compressor, Serial No. A11472082 (2001)

Annex

Gavo, TCAG330 core cutter, 099-10 (2010)

Husman, KB20 paper baler, 20408 (2000)

Extrusion Plant

Machine 82	Windmoller & Holscher, 3 layer, Varex extrusion bag maker, Serial No. XXX (1988)
Machine 83	Kiefel, CA668, 3 layer, extrusion bag maker, Serial No. 0182 (1997)
Machine 87	MAM, E3/KB/685, 3 layer, extrusion bag maker, Serial No. 6951 (1997)
Machine 88	Macchi, ES/65/90, 3 layer, extrusion bag maker, Serial No. 00037 (2000)
Machine 89	Macchi TF502, 3 layer, extrusion bag maker, Serial No. 02039 (2002)
Machine 90	Macchi Coexflex, 3 layer, extrusion bag maker, Serial No. 05009 (2003)
Machine 91	Windmoller & Holscher, 3 layer, Optifil P2K extrusion bag maker, Serial No. N/A (2011)
Machine 93	Kierson W1600S2, 3 layer, extrusion bag maker, 91310 feeder unit (2009)
Machine 86	Kuhne KFB60-60-60-16001DC, 3 layer, extrusion bag maker, 95091 (1995)

Machine 94	Kiefel CA667, 3 layer, extrusion bag maker, 0187 (1998)
Machine 95	Reifenhauser 1/1059/92, 3 layer, extrusion bag maker, 37104 (1989)
Machine 80	Reifenhauser 1/1789/84, single layer, extrusion bag maker, 23824 (1985)
	Husman, KBP20 paper baler, EWP20618 (2000)

Industrial Hall

Machine 97	Alpine, three lane extrusion unit for bag making with Amutec, TS2000 scaler unit, Serial No. 441 (2015) and Gioldi, winder unit, Serial No. 1370 (2001)
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Machine 12

Gunther, SM2000ST bag or sheet on roll, Serial No. 738 (2007)

Dalmecc, Lift DEC grab arm bull lift, Serial No. 134145 (2013)

NGR, EGAN50-12AP recycling unit (film to pellet), Serial No. Q17033 (2017)

FMS2, XXXXX bag sealer with unwind unit, Serial No. XXX (2014?) (bespoke machine)

FMS1, FMS2000-CSP XXXXX bag sealer and unwind, Serial No. 1238 (2014) (bespoke machine)

Machine 96

Kiefel, RA7 extrusion bag maker, Serial No. 0299

FAS, B1100E27, Serial No. 2694 (2001)

Gioldi winder, Serial No. 1384 (2001)

AV Flexologic, SAMM1760 plate mounter, Serial No. 061017-1613 (2017)

AV Flexologic, Demount 1700 demounter (2017)

AV Flexologic, SAMM1700 plate mounter, Serial No. 061017-1614 (2017)

JM Heaford, Cobra 1300B plate mounter, Serial No. 2020032 (2002)

Warehouse

Atlanta Mytho, pallet wrapper, Serial No. S136-166 (2013)

Atlanta Mytho, pallet wrapper, Serial No. S136-167 (2013)

Robopac, 506PFS pallet wrapper, Serial No. KN066631 (2005)

NGR, Egan 50-12AP recycling unit (film to pellet), Serial No. Q17030 (2017)

NGR, Egan 50-12AP recycling unit (film to pellet), Serial No. Q17032 (2017)

NGR, Egan 50-12AP recycling unit (film to pellet), Serial No. Q17031 (2017)

NGR, Egan recycling unit (film to pellet), Serial No. Q17028 (2017)

NGR, Egan recycling unit (film to pellet), Serial No. Q13079 (2013)

NGR, Egan recycling unit (film to pellet), Serial No. Q17029 (2017)

NGR, Egan recycling unit (film to pellet), Serial No. Q17013 (2017)

NGR, Egan recycling unit (film to pellet), Serial No. Q17014 (2017)

NGR, Egan recycling unit (film to pellet), Serial No. Q13080 (2013)

Ink mixing

Rexson, MAPS002 24 valve ink mix system, Serial No. 18-25664 (2018)

Din Argesa, pallet truck with scales, TPW82GD20-1 (2019)

External

Kaiser, CSD125T compressor, Serial No. 1357 (2011), Hours: 27470

Kaiser, CSD105 compressor, Serial No. 1075 (2012), Hours: 24248

Atlas Copco, GA75VSD compressor, Serial No. AP1652220 (2007),
Hours: 75850

MegTec, 1615-2WG RTO emissions burner, Serial No. 224 (1999)

Enviroxi, solvent distillation system and washing plant, Serial No.
N/A (2002)

Print Hall

Comexi 156, FP1808CNCGL 8 colour, Serial No. 2498 (2002)

Comexi 157, FP1808CNCGL, 8 colour, Serial No. 2635 (2003)

Comexi 158, FB2108, 8 colour, Serial No. 2832 (2005)

Comexi 160, F1310 10 colour, Serial No. M27000900 (2013)
345440256M, 25558 hours print, 43121 power on

Comexi 159, Fplus 10 colour, Serial No. 3134 (2009), 456273088M,
36993 hours print, 64732 hours power on

Husman, KBP20 paper baler, Serial No. EWC19871 (2000)

Flexowash, FW2500M roller washers, Serial No. 3455 (2016)

Polymount, XL-2 plate cleaner, Serial No. 59 (2016)

**SCHEDULE 4
BLOCKED ACCOUNTS**

Name of Charging Company	Bank	Account Name	Account No.	Sort Code	Currency
Coveris Flexibles (Gainsborough) UK Limited	Barclays Bank Plc	COVERIS FLEX (GAINS)	[REDACTED]	[REDACTED]	EUR
Coveris Flexibles (Gainsborough) UK Limited	Barclays Bank Plc	COVERIS FLEX (GAINS)	[REDACTED]	[REDACTED]	EUR
Coveris Flexibles (Gainsborough) UK Limited	Barclays Bank Plc	COVERIS FLEX (GAINS)	[REDACTED]	[REDACTED]	EUR
Coveris Flexibles (Gainsborough) UK Limited	Barclays Bank Plc	COVERIS FLEX GAINSB	[REDACTED]	[REDACTED]	GBP
Coveris Flexibles (Gainsborough) UK Limited	Barclays Bank Plc	COVERIS FLEX LOUTH	[REDACTED]	[REDACTED]	GBP
Coveris Flexibles (Gainsborough) UK Limited	Barclays Bank Plc	COVERIS FLEX GAINS	[REDACTED]	[REDACTED]	GBP
Coveris Flexibles (Gainsborough) UK Limited	Barclays Bank Plc	COVERIS FLEX HARTLE	[REDACTED]	[REDACTED]	GBP
Coveris Flexibles (Gainsborough) UK Limited	Barclays Bank Plc	COVERIS FLEX WINSF	[REDACTED]	[REDACTED]	GBP
Coveris Flexibles (Gainsborough) UK Limited	Barclays Bank Plc	COVERIS FLEX (GAINS)	[REDACTED]	[REDACTED]	USD
Coveris Flexibles (Gainsborough) UK Limited	Barclays Bank Plc	COVERIS FLEX (GAINS)	[REDACTED]	[REDACTED]	USD
Coveris Flexibles UK Limited	Barclays Bank Plc	COVERIS FLEXIBLES UK	[REDACTED]	[REDACTED]	GBP
Coveris Flexibles UK Limited	Barclays Bank Plc	COVERIS FLEX T/A ST	[REDACTED]	[REDACTED]	EUR
Coveris Flexibles UK Limited	Barclays Bank Plc	COVERIS FLEXIBLES UK	[REDACTED]	[REDACTED]	GBP
Coveris Flexibles UK Limited	Barclays Bank Plc	COVERIS FLEXIBLES	[REDACTED]	[REDACTED]	GBP

SCHEDULE 5
Forms of Notice to Banks and Acknowledgement

Part I - Blocked Account Notice
[On Headed Notepaper of relevant Charging Company]

[Date]

[Bank]

[Branch]

Attention: []

Dear Sirs,

We hereby give you notice that by debenture dated [●], we have charged to Wells Fargo Capital Finance (UK) Limited (the **Security Agent**) by way of first fixed charge all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the **Blocked Account(s)**).

Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Security Agent at Wells Fargo Capital Finance (UK) Limited, 8th Floor, 33 King William Street, London EC2R 9AT, Attention: Portfolio Manager – Coveris.

Yours faithfully

.....
for and on behalf of
[the relevant Charging Company]

Part II - Blocked Account Acknowledgement
[On the Headed Notepaper of Bank]

[Date]

Wells Fargo Capital Finance (UK) Limited (the **Security Agent**)
8th Floor
33 King William Street
London EC2R 9AT

Attention: Portfolio Manager – Coveris

Dear Sirs,

[Name of Charging Company] (**Company**)

- 1 We refer to the notice, received on [date] from the Company with respect to the fixed charge which it has granted to the Security Agent over the Blocked Account(s) (the **Notice**).
- 2 Terms not defined in this letter shall have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to the Security Agent by way of a first fixed charge all of its rights, title, interest and benefit in and to the Blocked Account.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Blocked Account we shall:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Account save for fees and charges payable to us for the operation of the Blocked Account;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Blocked Account;
 - (c) promptly send to you upon your request copies with respect to all the Blocked Account of all statements and copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) not permit or effect any withdrawal or transfer from the Blocked Account by or on behalf of the Company save for withdrawals and transfers requested by you in writing to us pursuant to the terms of this letter;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Blocked Account provided that such instructions are given in accordance with the terms of this letter;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Blocked Account provided that:
 - (i) all instructions are received in writing, by facsimile, to us at facsimile number [●], attention: [●]; and
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next

Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission;

- (iii) all instructions are given in compliance with the mandate entered into by you stipulating who may give instructions to us; and
- (iv) to the extent that an instruction is given which would in our opinion cause the Blocked Account to become overdrawn, transfer the outstanding balance in the account;
- (g) (subject to paragraph 4(h) below) effect the following transaction on a daily basis unless we receive written notice to the contrary in accordance with paragraph 4(f) above: the cleared balance of the Blocked Account will be transferred into the account at [Bank] account number [●], being an account in your name designated the [the relevant Borrower] Loan Account attn. [●];]
- (h) not be obliged to comply with any instructions received from you or undertake the transactions set out in paragraph 4(g) where:
 - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law,

and in each case we shall give notice thereof to the Company and the Security Agent as well as reasons why we cannot comply with such instructions; and

- (i) not be responsible for any loss caused to you or to the Company in the event that we are unable to comply with any instructions due to circumstances set out in paragraph 4(h), and in any event, we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).
- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Blocked Account in breach of any agreement entered into by the Company with you.
- 6 We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you shall be effectively delivered if sent by email to you at WFCFUK.Portfolio.Manager@wellsfargo.com or by post at the address at the top of this letter, in both cases marked for the attention of the Portfolio Manager - Coveris.

This letter is governed by and shall be construed in accordance with English law.

Yours faithfully

.....
for and on behalf of
[Bank]

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
Wells Fargo Capital Finance (UK) Limited

SIGNATORIES

The Charging Companies

Executed as a deed by
Coveris Flexibles Holdings UK Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

) [Redacted]
) [Redacted]
) [Redacted]
[Redacted]

MARINA BERESTYAK

[Redacted]
[Redacted]

Executed as a deed by
Coveris Flexibles (Gainsborough) UK Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

)
)
)

.....

.....

.....

.....

Executed as a deed by
Coveris Flexibles UK Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

)
)
)

.....

.....

.....

.....

SIGNATORIES

The Charging Companies

Executed as a deed by
Coveris Flexibles Holdings UK Limited
acting by a director in the presence of:

)
)
)



Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

.....

Executed as a deed by
Coveris Flexibles (Gainsborough) UK Limited
acting by a director in the presence of:

)
)
)



Signature of witness:



Name of witness:

Mr ROBERT MATTHEWS

Address:

.....

.....

Executed as a deed by
Coveris Flexibles UK Limited
acting by a director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

SIGNATORIES

The Charging Companies

Executed as a deed by
Coveris Flexibles Holdings UK Limited
acting by a director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

Executed as a deed by
Coveris Flexibles (Gainsborough) UK Limited
acting by a director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

Executed as a deed by
Coveris Flexibles UK Limited
acting by a director in the presence of:

)
)
)

Signature of witness:

.....


Name of witness:

.....
C. OATMORE

Address:

.....


.....


Executed as a deed by
NR4 Amberley Adhesive Labels Limited as attorney for *all*
in the presence of: *acting by a director*

Signature of witness:

Name of witness:

Address:

Executed as a deed by
Rivendell Europe Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

The Security Agent

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

Name:

Title:

Executed as a deed by _____ as attorney for
NIF **Amberley Adhesives Labels Limited**
in the presence of:

)
)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

Executed as a deed by _____
Rivendell Europe Limited
acting by a director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

The Security Agent

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:



Name:

N B Hogg

Title:

DIRECTOR