



Registration of a Charge

Company name: **IKO PLC**
Company number: **02678296**



X7AUS26W

Received for Electronic Filing: **24/07/2018**

Details of Charge

Date of creation: **17/07/2018**
Charge code: **0267 8296 0010**
Persons entitled: **RUBEROID PENSION TRUSTEE LIMITED**
Brief description: **NONE**
Contains fixed charge(s).
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: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2678296

Charge code: 0267 8296 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2018 and created by IKO PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2018 .

Given at Companies House, Cardiff on 26th July 2018

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

DATED 17 July 2018

RUBEROID PENSION TRUSTEE LIMITED as (1)
trustee of the **RUBEROID PLC STAFF**
PENSION SCHEME

and

IKO PLC (2)

CHattel Mortgage

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Reference – RUB.017-0003

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DATE OF CHATTEL MORTGAGE

17 July

2018

PARTIES

- (1) **RUBEROID PENSION TRUSTEE LIMITED** (Company Number 06024169) as trustee of the **RUBEROID PLC STAFF PENSION SCHEME** (the "**Trustee**")
- (2) **IKO PLC** (Company Number 02678296) of Appley Lane North, Appley Bridge, Wigan, Lancashire WN6 9AB (the "**Mortgagor**").

THIS DEED WITNESSES THAT:

1 Definitions and Interpretation

1.1 Definitions

Terms defined in the Security Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

"Chattels" means the items referred to in Schedule 1 (including any component parts of those assets from time to time held by the Mortgagor (whether or not attached to those assets)), or where the context requires any one or more of them and every interest in them or in the proceeds of sale of them which the Mortgagor may charge at law or in equity, together with all additions, alterations, substitutions, replacements, renewals or modifications of or to those assets from time to time, and all accessories to those assets from time to time (including maintenance and other records, manuals, handbooks, data, drawings and schematics relating to those assets or documents relating to warranties and patent indemnities given by manufacturers or suppliers of those assets).

"Event of Default" means:

- (a) an Event of Default as defined in the Security Agreement; or
- (b) failure by the Mortgagor to comply with the terms of this deed.

"Insurance Policies" all the contracts and policies of insurance effected or maintained from time to time in respect of the Chattels.

"Receiver" means a receiver and manager or a receiver or an administrator or an administrative receiver, in each case, appointed under this deed.

"Relevant Agreement" means:

- (a) each agreement for the maintenance, repair or upkeep of the Chattels and any guarantee, warranty or security for the performance of any such agreement; and
- (b) all other contracts, guarantees, appointments, warranties, indemnities and other documents relating to the Chattels to which the Mortgagor is a party, which are in its favour or of which it has the benefit,

the details of which are set out in Schedule 2.

"Secured Assets" means all of the assets which from time to time are, or are expressed to be, the subject of this deed except for those assets that are, from time to time, "Security Assets" under the Security Agreement.

"Secured Liabilities" has the same meaning given to it in the Security Agreement.

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Security Agreement" means the security agreement made between the Trustee and the Mortgagor and dated on or around the date of this deed.

1.2 Interpretation

In this deed:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors and permitted assigns;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax but not email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;

- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- (l) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (r) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation
- (s) If the Trustee considers that an amount paid by the Mortgagor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Mortgagor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.
- (t) If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- (u) The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2 **Covenant to Pay**

The Mortgagor must, on demand following the occurrence of any Insolvency Event, pay or discharge the Secured Liabilities when they become due.

3 **Grant of Security**

3.1 **Legal Mortgage**

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charges to the Trustee by way of first legal mortgage, the Chattels.

3.2 **Fixed Charge**

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charges to the Trustee by way of first fixed charge:

- (a) all its rights in each Insurance Policy, including the proceeds of any claims under any Insurance Policy, to the extent not effectively assigned under clause 3.3;
- (b) the benefit of each Relevant Agreement, to the extent not effectively assigned under clause 3.3;
- (c) the benefit of all other contracts, guarantees, appointments, warranties relating to the Chattels and other documents to which the Mortgagor is a party, which are in its favour or of which it has the benefit (including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them), to the extent not effectively assigned under clause 3.3; and
- (d) all authorisations (statutory or otherwise) held or required in connection with the use of any Chattels, and all rights in connection with them.

3.3 **Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee assigns to the Trustee, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- (a) all its rights in each Insurance Policy, including the proceeds of any claims under any Insurance Policy;
- (b) the benefit of each Relevant Agreement;
- (c) the benefit of all other contracts, guarantees, appointments, warranties relating to the Chattels and other documents to which the Mortgagor is a party, which are in its favour or of which it has the benefit (including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them), to the extent not effectively assigned under clause 3.3(a) or clause 3.3(b); and
- (d) all authorisations (statutory or otherwise) held or required in connection with the use of any Chattels, and all rights in connection with them,

provided that nothing in this clause 3.3 shall constitute the Trustee as mortgagee in possession.

4 Reconveyance

If the Mortgagor shall pay the Secured Liabilities to the Trustee in full the Trustee shall at the request and cost of the Mortgagor release and reassign the Chattels or such of them as are then held by the Trustee to the Mortgagor or as it directs.

5 Insurance

The Mortgagor shall:

- (a) insure, and keep insured, the Chattels against:
 - (i) loss or damage by fire or terrorist acts;
 - (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Mortgagor; and
 - (iii) any other risk, perils and contingencies as the Trustee from time to time may require in writing,

and any such insurance must be with an insurance company approved by the Trustee and on such terms as are reasonably acceptable to the Trustee, and must be for not less than the replacement value of or, if higher, the cost of reinstating the relevant Chattel;

- (b) on demand by the Trustee, produce to the Trustee each policy, certificate or cover note relating to the insurance required by clause 5(a);
- (c) ensure that the Trustee is named as co-insured with the Mortgagor on each Insurance Policy maintained by it or any person on its behalf in accordance with clause 5(a) and that the terms of each such Insurance Policy require the insurer not to invalidate the policy as against the Trustee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Trustee; and
- (d) duly and punctually pay all premiums and money necessary for effecting and keeping up the insurance.

6 Representations and Warranties

The Mortgagor makes the representations and warranties as set out in this clause 6 to the Trustee.

6.1 Ownership of Chattels

The Mortgagor is the sole legal and beneficial owner of, and has good, valid and marketable title to the Chattels.

6.2 No Security

The Chattels are free from any Security other than the Security created by this deed.

6.3 No adverse claims

The Mortgagor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Chattels or any interest in them.

6.4 No fixing

None of the Chattels (or any part of them) is or will be treated as being fixed to any land, premises or other property.

6.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights, charges or other matters or encumbrances whatever that materially and adversely affect the Chattels.

6.6 No breach of law

There is no breach of any law or regulation that materially and adversely affects the Chattels.

6.7 No prohibition

There is no prohibition on assignment in any Insurance Policy or Relevant Agreement, and the entry into this deed by the Mortgagor does not and will not constitute a breach of any Insurance Policy or Relevant Agreement or any other agreement, instrument or obligation binding on the Mortgagor or its assets.

6.8 Right of access

All persons having any interest in any property in which the Chattels are placed consent to the Trustee's right of access to the Chattels.

6.9 Avoidance of Security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Mortgagor or otherwise.

6.10 Environmental Compliance

The Mortgagor has, at all times, complied in all material respects with all applicable Environmental Law.

6.11 Enforceable Security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Mortgagor and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

6.12 Times for making representations and warranties

The representations and warranties set out in clause 6.1 to clause 6.11 are made by the Mortgagor on the date of this deed and are deemed to be repeated by the Mortgagor on each day of the Security Period. Where a representation is repeated, it is applied to the circumstances existing at the time of the repetition.

7 Covenants

7.1 Negative pledge and disposal restrictions

The Mortgagor shall not at any time, except with the prior written consent of the Trustee:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, any Secured Asset that has a value of no more than £50,000 so long as the aggregate value of Secured Assets that are sold, assigned, transferred, parted with or otherwise disposed of in any manner within any twelve month period do not have an aggregate value greater than £100,000); or
- (c) create or grant (or purport to create or grant) any interest in any Secured Asset in favour of a third party.

7.2 Preservation of Chattels

The Mortgagor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Trustee or diminish the value of any of the Chattels (except for expected fair wear and tear) or the effectiveness of the security created by this deed.

7.3 Relevant Agreements

The Mortgagor shall not, without the prior written consent of the Trustee:

- (a) waive any of its rights under any Relevant Agreement; or
- (b) supplement, amend, novate, terminate or permit termination of any Relevant Agreement.

7.4 Mortgagor's waiver of set-off

The Mortgagor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Mortgagor under this deed).

7.5 Compliance with Laws and Regulations

- (a) The Mortgagor shall not, without the Trustee's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
- (b) The Mortgagor shall:
 - (i) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of them or any part of them;
 - (ii) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or

their use or that are necessary to preserve, maintain or renew any Secured Asset; and

- (iii) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

7.6 Notice of misrepresentations and breaches

The Mortgagor shall, promptly on becoming aware of any of the same, notify the Trustee in writing of:

- (a) any representation or warranty set out in clause 6 that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

7.7 Notices to be given by the Mortgagor

The Mortgagor shall:

- (a) immediately on the execution of this deed:
 - (i) give notice to the relevant insurers of the assignment of the Mortgagor's rights and interest in, and under, each Insurance Policy (including the proceeds of any claims under that Insurance Policy) and procure that each addressee of any such notice promptly provides an acknowledgement of the Trustee's interest to the Trustee;
 - (ii) give notice to the other parties to each Relevant Agreement of the assignment of the Mortgagor's rights and interest in and under that Relevant Agreement and procure that each addressee of any such notice will promptly provide an acknowledgement of the Trustee's interest to the Trustee; and
 - (iii) give notice to the other parties to each other contract, guarantee, appointment, warranty or authorisation relating to the Chattels and any other document to which the Mortgagor is a party of the assignment of the Mortgagor's rights and interest in and under it and procure that each addressee of any such notice will promptly provide an acknowledgement of the Trustee's interest to the Trustee.
- (b) obtain the Trustee's prior approval of the form of any notice or acknowledgement to be used under this clause 7.7.

7.8 Notice of mortgage

The Mortgagor:

- (a) shall, if so requested by the Trustee, affix to and maintain on each Chattel in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF LEGAL MORTGAGE

This [DESCRIPTION OF ITEM] and all additions to it [and ancillary equipment] are subject to a legal mortgage dated [DATE] in favour of the Ruberoid Pension Trustee Limited."

- (b) shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 7.8(a).

7.9 Maintenance of Chattels

The Mortgagor shall:

- (a) at its own expense, maintain each Chattel in good repair and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;
- (b) duly and punctually pay all rent, taxes and outgoings payable by the Mortgagor in respect of the premises where the Chattels are installed or located and protect the Trustee against any distress, execution or seizure of the Chattels and compensate the Trustee in full on demand for all losses and expenses incurred by it in respect of them;
- (c) at its own expense, renew and replace any parts of the Chattels when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value;
- (d) keep or procure to be kept accurate, complete and up to date records of all repairs, servicing and maintenance carried out on the Chattels;
- (e) permit the Trustee, or such persons as it may nominate, at all reasonable times and on reasonable notice to enter on any premises of the Mortgagor to effect such maintenance, inspection, repairs or repossession to the Chattels as the Trustee or its nominee considers necessary; and
- (f) not permit any Chattel to be:
 - (i) used or handled, other than by properly qualified and trained persons;
 - (ii) modified, upgraded, supplemented or altered other than for the purpose of effecting maintenance or repairs permitted by this deed; or
 - (iii) to be overloaded or used for any purpose for which it is not designed or reasonably suitable or in any manner which would invalidate or otherwise prejudice any of the Insurance Policies.

7.10 Documents

The Mortgagor shall, if so required by the Lender, deposit with the Lender and the Lender shall, for the duration of this deed, be entitled to hold all:

- (a) invoices, deeds and documents of title and log books relating to the Secured Assets that are in the possession or control of the Mortgagor and, if these are not within the

possession or control of the Mortgagor, the Mortgagor undertakes to obtain possession of all invoices, deeds and documents of title and log books;

- (b) Insurance Policies; and
- (c) Relevant Agreements.

7.11 Information

The Mortgagor shall:

- (a) give the Lender such information concerning the location, condition, use and operation of the Secured Assets as the Lender may require;
- (b) permit any persons designated by the Lender and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- (c) promptly notify the Lender in writing of any action, claim or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Mortgagor's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

7.12 Maintenance of interests in Secured Assets

The Mortgagor:

- (a) shall not, without the prior written consent of the Lender:
 - (i) grant, or agree to grant, any licence or lease affecting the whole or any part of any Secured Assets; or
 - (ii) in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable interest in the whole or any part of any Secured Assets;
- (b) shall keep the Secured Assets in its sole and exclusive possession at the location (if any) specified in Schedule 1 or at such other location as the Lender may consent in writing and shall not take the Secured Assets, or allow them to be taken, out of England and Wales; and
- (c) shall, if required by the Lender, in the case of any Secured Assets located on leasehold premises, obtain evidence in writing from any lessor of such premises that it waives absolutely all and any rights it may have now or at any time over any such Secured Assets.

7.13 Annexation

The Mortgagor shall not, without the Trustee's prior written consent, annex, fix or otherwise secure or allow any such annexation, fixing or securing of any Chattel to any premises, land or buildings if the result of such action or omission is that the Chattel, or any part of it, would or might become a fixture or fitting.

7.14 Environment

The mortgagor shall, in respect of each Chattel:

- (a) comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or use of that Chattel; and
- (b) obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

8 Mortgagor's Defaults

8.1 If the Mortgagor fails to perform or observe any of its obligations under this deed the Trustee shall be entitled but not obliged to take such steps as it thinks fit in or towards making good the Mortgagor's default.

8.2 All monies paid by the Trustee in the exercise of its rights under this deed shall be monies properly paid by it and the Mortgagor shall pay such monies to the Trustee on demand.

9 When Security becomes Enforceable

9.1 Event of Default

The security constituted by this deed shall become immediately enforceable upon the occurrence of an Event of Default.

9.2 Discretion

After the security constituted by this deed has become enforceable, the Trustee may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of or sell all or any part of the Secured Assets. Any proceeds of sale of the Secured Assets shall be applied as follows:

- (a) first in payment of the costs of the sale;
- (b) secondly in the payment of any cost incurred by it in connection with the mortgage by the Trustee;
- (c) thirdly in the repayment to it of the Secured Liabilities or the balance of it remaining unpaid; and
- (d) finally any balance shall be paid to the Mortgagor.

10 Receiver

10.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Mortgagor, the Trustee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

10.2 Removal

The Trustee may, without further notice, (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Trustee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

10.4 Agent of the Mortgagor

Any Receiver appointed by the Trustee under this deed shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Mortgagor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Trustee.

11 Powers of the Receiver

11.1 General

- (a) Any Receiver appointed by the Trustee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in Clause 11.2 to Clause 11.9.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by Clause 11 may be on behalf of the Mortgagor, the directors of the Mortgagor or himself.

11.2 Repair and Improve Secured Assets

A Receiver may undertake or complete any works or repairs, alterations, additions, replacements or other acts for the protection or improvement of the Secured Assets as he thinks fit.

11.3 Grant or Surrender Leases

A Receiver may grant, or accept surrenders of, any leases, lettings or hire affecting any of the Chattels on any terms and subject to any conditions that he thinks fit.

11.4 Employ Personnel and Advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and

subject to any conditions, that he thinks fit. A Receiver may discharge any person or any person appointed by the Mortgagor.

11.5 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

11.6 Make Settlements

A Receiver may make any arrangement, settlement or compromise between the Mortgagor and any other person that he may think expedient.

11.7 Bring Proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

11.8 Borrow

A Receiver may, for any of the purposes authorised by this Clause 11, raise money by borrowing from the Trustee (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Trustee consents, terms under which that security ranks in priority to this deed).

11.9 Delegation

A Receiver may delegate his powers in accordance with this deed.

12 Delegation

12.1 Delegation

The Trustee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 15).

12.2 Terms

The Trustee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

12.3 Delegation

Neither the Trustee nor any Receiver shall be in any way liable or responsible to the Mortgagor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate.

13 Application of Proceeds

All monies received by the Trustee, a Receiver or a delegate pursuant to this deed after the security constituted by this deed has become enforceable (other than sums received pursuant to any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Trustee (and any Receiver, delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Trustee determines; and
- (c) in payment of the surplus (if any) to the Mortgagor or other person entitled to it.

14 Costs and Indemnity

14.1 Costs

The Mortgagor shall within three Business Days of demand, pay to, or reimburse, the Trustee and any Receiver on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Trustee, any Receiver or any delegate in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of a Trustee's, a Receiver's or a delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Mortgagor) at the rate and in the manner specified in the Facility Agreement.

14.2 Indemnity

The Mortgagor shall indemnify the Trustee, each Receiver and each delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;

- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Mortgagor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this Clause 14.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

15 Power of Attorney

15.1 By way of security, the Mortgagor irrevocably appoints the Trustee, every Receiver and every delegate separately to be the attorney of the Mortgagor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

- (a) the Mortgagor is required to execute and do under this deed; or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Trustee, any Receiver or any delegate.

15.2 The Mortgagor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 15.1.

16 Continuing Security

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Trustee discharges this deed in writing.

17 Further Assurance

The Mortgagor shall, at its own expense, take whatever action the Trustee or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Trustee or any Receiver in respect of any Secured Asset,

including, without limitation, (if the Trustee or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Trustee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

18 Assignment and Transfer

18.1 Assignment by the Trustee

- (a) At any time, without the consent of the Mortgagor, the Trustee may assign or transfer any or all of its rights and obligations under this deed.
- (b) The Trustee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Mortgagor, the Secured Assets and this deed that the Trustee considers appropriate.

18.2 Assignment by Mortgagor

The Mortgagor may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

19 Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

20 Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

21 Notices

21.1 In writing

- (a) Any communication in connection with this deed must be in writing and, unless otherwise stated, may be given in person, by post or fax.
- (b) Unless it is agreed to the contrary, any consent or agreement required under this deed must be given in writing.

21.2 Contact details

- (a) The contact details of the Mortgagor for this purpose are:

Address: Appley Lane North
Appley Bridge
Wigan
Lancashire
WN6 9AB
Email: Andy.Williamson@ikogroup.co.uk
Attention: Managing Director

- (b) The contact details of the Trustee are:

Address: The Old Townshend Arms
14 Wells Road

Stiffkey
Wells-next-the-Sea
Norfolk
NR23 1AJ

Email: mlk@tcssuk.com

Attention: TCSS Limited

21.3 Effectiveness

- (a) Except as provided below, any communication in connection with this deed will be deemed to be given as follows:
 - (i) If delivered in person, at the time of delivery;
 - (ii) If posted, five (5) days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (iii) If by fax, when received in legible form
- (b) A communication given under paragraph (a) above but not received on a Business Day or after 5pm on a Business Day will only be deemed to be given on the next Business Day.

22 Third party rights

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

23 Governing Law

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

24 Enforcement

- 24.1 The English courts have non-exclusive jurisdiction to settle any dispute in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed).
- 24.2 The Parties agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no Party will argue to the contrary.
- 24.3 Notwithstanding Paragraph 24.1 above, the Trustee shall not be prevented from taking proceedings relating to any such dispute in any other courts with jurisdiction. To the extent allowed by law, any Trustee may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this deed was executed as a deed by the parties hereto the day and year first above written.

SIGNATURE PAGE

THE MORTGAGOR

SIGNED as a deed, and delivered
when dated, by **IKO PLC** acting by
A. GILLIAMSON, a director in the
presence of:

Witness

Signature :

Name :

Occupation :

Address :

MICHAEL RYDDEW
COMPANY SECRETARY
14 DELL RD, ITHEY NR231AJ

THE TRUSTEE

EXECUTED and **DELIVERED** as a
DEED by **RUBEROID PENSION**
TRUSTEE LIMITED as trustee of the
RUBEROID PLC STAFF PENSION
SCHEME acting by *the Trustee Corporation Limited,*
a director in the presence of:

U
Director
For and on behalf of
The Trustee Corporation Limited

Witness

Signature :

Name :

Occupation :

Address :

SCHEDULE 1
Details of the Chattels

IKO Polymeric

Lambert
Smith
Hampton

Location	Description
Production Area	Damp proof course membrane line, capacity 1m wide x (max) 3mm thick, comprising:
(Blending)	2 - Bulk bag "Ernde" emptying stations with blown transfer (warehouse)
	3 - Rietschle cabinet silenced vacuum blowers (warehouse)
	Bergu AS1-400 automatic bag emptying machine with in-feeding , filtration and conveyor system (warehouse)
	4 - Welded mild steel bulk storage hoppers, each with DCE filters, Westinghouse rotary valves and blown transport (warehouse)
	Dustolex CDX-48 dust control unit, s/n CO5060-B
	Dustolex stainless steel dust filter unit p/n LEV 10
	Triple bag dust collection unit
	Horizontal cylindrical Lube tank, 1200mm x 600mm dia.
	Green painted cylindrical steel lube tank, 1,200m x 800mm dia.
	Stainless steel heated and agitated cylindrical tank, 1400mm x 600mm dia.
	Azo Behalter D650DX 205X1095 stainless steel hopper tank with Azo air pressure unit (2014)
	Five drop feed pipes to compounder
	Dustolex MJ105-66-4.4 dust filtration unit with Dantherm NF8-HD control unit (2006)
	Blending station with 6 - stainless steel hoppers and auger feed to 3 compound feed hoppers
	Green painted single hopper feed to compounder
	Dustolex cylindrical dust filter unit
	Barbury bag feed station with Salter weigh scale
	2 - Vacuum pumps
	Airco 800CBL air handling unit s/n 89472802-08/01
	Sella water chiller/temperature control unit

Director
For and on behalf of
The Trustee Corporation Limited

IKO Polymeric

Lambert
Smith
Hampton

Location	Description
(Extrusion)	Farrel Banbury twin screw compounding mixer, 10" dia. x 42" approx. , p/n DPCFG2 with McC 600Kw DC motor, Hydraulic power pack, L H Wilson lubricant filtration/control unit, Triple pump hot water control unit with three actuated valves, air filtration unit and associated equipment)
	Farrel Bridge single screw top fed extruder, 9" dia. X 80" approx. screw, s/n 68M540 with 152 x 26" gear, motor and associated equipment)
	Twin heated nip rollers, 20" x 50" approx.)
	Blown air cooling section, with 4 - rollers)
	2 - Gravity roller conveyors, each 6m with secondary blown air cooling unit)
	Up/Over section with Excel VideoJet 2000 Opaque printer)
	Accumulation/compensating station)
	High level gravity roller conveyor, 12m)
	Twin roll calibration unit (DPCFG19 to DPCFG22))
	Pass through triple roll inspection unit (DPC24 to DPCFG27))
	2 - XStat anti static units (DPCFG13 & DPCFG14))
	Rummer measurement and thickness calibration unit (DPCFG8))
	Cutting rolling section with top core feed unit (DPCFG5))
	Single roll take-off unit)
	Roll paper wrapping section with Nordson 3800V hot melt glue machine with access staging)
	Palletising section with conveyor to turntable pallet wrapper)
	Associated equipment including control cabinets and systems, mezzanine floors, walkway gantries and ancillary items)

IKO Polymeric

Lambert
Smith
Hampton

Location	Description
Production Area	Reinforced three-layer membrane line, capacity 2.3m wide x (max) 3mm thick, comprising:
(Blending & Compounding)	Azo feed hopper, s/n 1037607, with rotary valve discharge, weigh cells and extraction
	Azo D800 73M2 feed hopper, s/n 1120760, with VB800B vibration discharge, weigh cells and extraction
	Azo DM800MIT central feed hopper, s/n 1112728 with weigh cells and extraction
	Manual filling station, s/n 1120765
	Azo FLW150 hopper scale, s/n 1120939, with rotary valve
	MTI M850 high-speed mixer
	Azo D1300X3758H MBG agitated blending hopper, s/n1119194 with weigh cells and Azo KR400 3.5M auger feed
	Blending top fed hopper with rotary valve
	2 - Azo A500-50 receivers
	2 - Azo temperature vessels, each with Autotherm control units (Cooling No 1&2)
	Twin pump water control unit
	Stainless steel water storage/distribution tank with actuated valves
	Azo 178X538 air receiver unit
	Azo batch weigh system, with 5 - Azo D500x665 "Sonder" receivers, s/n 1120934 each with 500/100 filter unit, s/n 1119203 (Polaroid 175)
	Brabender twin hopper blending station
	Coperion ZSK62 E200 twin screw compounding extruder, s/n 20519414 (2013) with EGR 200 eccentric pelletiser, s/n 20519424, KP62/200 control and associated equipment
	Positwin GI-53-5P15 twin screw co-extruder, s/n 737912
	3 - Bulk bag stations
	Azo "Big Bag" BBA 500/300 bulk bag station
	Roofing line dual pump lubrication system (tank 6)

IKO Polymeric

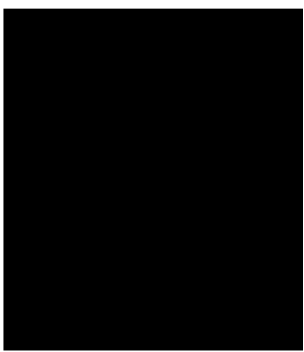
Lambert
Smith
Hampton

Location	Description
(Extrusion)	
	Loading station comprising 3 - Plastic Systems TMM50 vacuum hopper loaders, each with filter unit and 2 - Plastic Systems TMM10 vacuum hopper loaders, each with filter unit)
)
)
	Loading station comprising 4 Plastic Systems TMM vacuum hopper loaders, each filter units)
)
	Loading station comprising 4 - Plastic Systems TMM50 vacuum hopper loaders, each with filter unit and 2 - Plastic Systems TMM10 vacuum hopper loaders, each with filter unit)
)
)
	Reinforced web duplex unwind station with digital meter display)
)
	Menzal Nip roller section, s/n 1105029 (SPFG11))
)
	Accumulator threading station)
)
	Amut Cobra S BA136 twin screw seven zone plasticising extruder, screw 136mm dia. x 3.8m, s/n V2772 CU, with gravimetric multi-hopper feed)
)
	Amut Cobra S BA105 twin screw seven zone plasticising extruder, screw 105mm dia. x 3.1m, s/n V2772 CQ with gravimetric multi-hopper feed)
)
	Amut Cobra S BA136 twin screw eight zone plasticising extruder, screw 136mm dia. x 4.0m, s/n V2772 CY with gravimetric multi-hopper feed)
)
	Three roll sloping calendar, each roll 500mm dia. max width 2.3m)
)
	Thickness measurement and gauging section)
)
	Membrane conveying and cooling system)
)
	Fleece twin unwind station)
)
	Four head edge trimming station with trim removal)
)
	Menzal Haul off unit)
)
	Menzal accumulation section with Siemens Scimatic touch control)
)
	Menzal 2 station Jumbo roll winding station with single roll take-off)
)
	Parkland C/Trim single station trimming unit, s/n 11960)
)
	Menzal core accumulator (located on Jurgen Packing line))
)
	Transfer section Jumbo roll winder to packaging carousel)
)
	Jumbo roll packaging carousel with 15 jumbo roll transfer bogies)
)

IKO Polymeric

Lambert
Smith
Hampton

Location	Description	
	Jumbo roll lifting frame, 8t capacity)
	Associated equipment including control cabinets and systems, mezzanine floors, walkway gantries and ancillary items)
Production Area	Rapid G400 60KUF granulator, s/n 266508-10.1)
	Tria granulator)
Production Area	Jurgens automatic handling & packing line, comprising:)
	Single roll transfer conveyor with 702/110 rotating transfer unit with take-off conveyor, single roll take-off station, single roll wrapping station)
	"Roller Handling" multi short roll wind round wrapping station, s/n 702110 with transfer conveyor, 750kg pick and place gantry with travelling grab with dual pallet positions and powered roller conveyor (12m approx.))
	Cyklop XP11 MKB automatic pallet bonding/strapping unit, s/n 01140708 (2015))
	Label printing station with 2 Zebra thermal label printers)
	Associated equipment)
Production Area	Parkland slitting line, comprising:)
	Powered unwind unit for Jumbo transfer bogie)
	Parkland trimming unit, s/n 11566)
	Measuring/calibration unit)
	Powered wind-on unit for Jumbo transfer bogie)
	Associated equipment)
Production Area	MTG Tecnowinding 864 Half Roll Wrapping line, s/n CO8-064)
	Unwinder unit, p/n MTGFG9)
	Re-reeler unit, p/n MTGFG10)
	Heat station, p/n MTGFG12)



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Location	Description
	Pick and place palletiser section, p/n MTGFG19 with pallet position unit and Robatech hot melt glue machine)
	Associated equipment)
Production Area	
	2 Nilfisk triple motor industrial vacuums)
	Hook mounted 2000Kg fork attachment)
	Palmatic pillar jib crane with vacuum bag lift)
	Fixed traverse 8,000Kg overhead crane with Demag wire rope pendant controlled hoist)
	Airco air handling unit with Airco 800CBL fan unit, s/n 2002/1759/06/01)
	Domnick Hunter CRDC72/230/1/50 refrigerant air dryer, s/n 3631980003)
	Ingersoll Rand rotary screw compressor, indicated hours 67233 with JEA welded mild steel air receiver)
	Purpose built dual lane foam strip application unit)
	Manual glue application table with NordsonPro-Blue 4 hot melt glue machine)
	Tennant 6700 pedestrian operated floor sweeper and 2100LP charger)
	Datalogic Powerscan cordless barcode scanning system with charging station and 6 hand held scanners)
	Master Mover MT600+ pedestrian operated tow tug, s/n 3563)
	Single beam overhead travelling crane, 8,000Kg, 20m span with Demag 800Kg wire rope hoist, p/n (C8 LB1) IKO 120 and down shop freestanding gantry)
	Orwak 9020 baler, s/n 46613)
Recycling/Storage Area	
	3 - Extruder die transport bogies)
	ASF G4 roll trimming station with inclined infeed unit and take-off table)
	EHRLE portable steam cleaner)
	Orwak 5070 baler, 50314 (2002))
	Niftylift HR15 mobile access platform, s/n 8620 (2000))

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Lambert
Smith
Hampton

Location	Description
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Compressor Area	Compressed air system. Comprising:)
	Atlas Copco GA50VSD rotary screw compressor, s/n A11357469 (2004))
	Atlas Copco GA45VSD rotary screw compressor, s/n 435481 (2014))
	2, 125Psi Welded mild steel air receivers, p/n AR1, AR2)
	Atlas Copco OSW/55 oil/water unit)
	Domnick Hunter Pneudri high efficiency compressed air dryer)
	UK Exchangers heat exchanger, with GRP water storage tank and Marral cooling tower control unit)

Recycling/Storage Area	Re-Cycle plant comprising 3 - Conair Churchill 2500 oil heaters, Banbury polymer mixer, Francis Shaw 20" dia. x 5' hydraulic twin nip rolls, 7.5m inclined conveyor, strip cooling bath and bulk bag station	
	Weima WLK 40 shredding plant with hopper collection and blown transport	
	Shredding plant with dryer and auger feed (not in use)	

Recycling/Storage Area	17 Bay 5 tier pallet racking, 7.5m high)
	Single side steel stock rack)
	Ladder and lifting store)

Fitters shop	Optimum BF30 bench mounted mini mill)
	Startrite horizontal bandsaw)
	Remaining equipment)

Granulator Room	F.LLI Cattorini UJ/1 Jumbo roll unwinder, s/n 1462)
	Tria Traino granulator, s/n 33213848 with roller infeed)
	Cyclone filter unit)
	Twin bulk bag filling station)

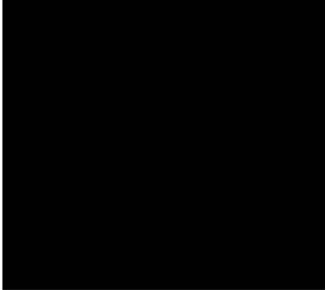
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Location	Description	Third Party	Third Party
Warehouse 1	Sanson Nano rotary pallet wrapper, s/n C1500040M)	
Warehouse 1	Sanson Nano rotary pallet wrapper, s/n C1500040M)	
	Q-Series pallet wrapper (not in use))	
	16 Bay 4 tier pallet racking, 4m high)	
	Mini roll edge trimming machine, p/n MSFG2)	
	Kenburn 4-OS vertical baler, s/n PESS06 98 083)	
Mezzanine Area	Parkland International SM150-19 head roll slitter re-winder, s/n 12779)	
Mezzanine Area	Parkland International TC10 Series 2 core cutter)	
	125Kg 3m radius pillar jib crane with pendant controlled electric chain hoist)	
	Leister Varimat V2 (The Dog) roof membrane welding machine)	
	3 Bay pallet rack)	
	Paddle fan and ducting)	
Drive-in Racking Warehouse	34 Bays of Mecalux 1223 drive in 8m high pallet racking, 32 pallet location per bay)	
Side Warehouse	45 Bays Mecalux 1020 4 tier pallet racking, 8m high)	
	16 Bays Mecalux 1020 8m high 4 tier pallet racking)	
	17 Bays 4 tier pallet racking, 8m high)	
	44 Bays light/medium duty racking)	
Side Warehouse Mezzanine	4m wire cage secure chemical store)	
	20 Bays 2 tier galvanised medium duty racking)	

IKO Polymeric

Location	Description
Warehouse 2	108 Bays4 tier pallet racking, 8m high
Switch Room	4 - Schneider Ringmaster CE2 MV modular switchboards Transformer Room ABB ST/A/38 1,500 kVA transformer, s/n 0103994043 (transformer 1) ABB ST/A/38 1,500 kVA transformer, s/n 0103994137 (transformer 2) Transformers & Rectifiers B54 transformer, s/n TG782/1 Included with lines
Fire Pump Room	Patterson 12 x 8 MAAH 11355 litres per minute diesel driven fire pump, s/n IFP0011366-001 with Torna Tech Switch and CAT 3406 diesel engine
New High Bay Warehouse	320 Bays Mecalux 6 tier high bay pallet racking, 11m high
Yard Area	APV cooling tower, p/n 4934 Rhoss Climat TCAEB2007012121 chiller, s/n RHC2Y007OF420001 Twin pump trace heating unit with Cross Electrical control 2 - Mild steel silos with DM Westinghouse AML 200-1 rotary valves, 10-Plus load cells and Azo Compact Blower unit Steel 20' jack leg secure office unit Atlas GRP banded diesel fuel storage tank with delivery hose 4 - Stainless steel 58 to 60 tonne silos with Azo automatic material handling system, 4 Aeromatic in line actuated metering valves and silo level control 3 - Stainless steel 100,000ltr plasticiser storage tanks (2,3 & 4) with Aeromatic in line actuated metering valves and pumped discharge Pakawaste Powerkrush 85 compactor
Pre Fab Room	4 - Stanleco Thermantron Acme No4 high frequency welding stations Solder station with fume extraction



IKO Polymeric

Lambert
Smith
Hampton

Location	Description	
	MSM Mismex vinyl cutter)
	Cumberland Granulator)
)
Laboratory	QUV QUV/SPRAY accelerated weathering tester)
	Carbolite laboratory oven)
	2 B&T Unitemp laboratory ovens)
	Moore heated 4 column press, s/n C765, with twin heated platens)
	Haake PolyLab QC laboratory extruder)
	Testometric M350-10CT material tester)
	Remaining Laboratory equipment)
)
Training Room	Nederman fume extraction heads)
	Leister Varimat V2 (The Dog) roof membrane welding machine)
)
Works Transport	TCM UHX200DTFVXG1080 high lift reach truck, s/n UHX21160/01	
Works Transport	TCM UHX200DTFVXG1080 high lift reach truck, s/n UHX21161/01	
Works Transport	Nissan FD02A250 2400Kg diesel counterbalance fork lift truck, s/n FD02E705827 with sideshift attachment (FLT1)	
Works Transport	Nissan IQ2L25Q 1350Kg electric counterbalance fork lift truck, s/n IQ2E700410 with sideshift attachment (FLT2)	
Works Transport	Nissan IQ2L25Q 1350Kg electric counterbalance fork lift truck, s/n IQ2E700417 with sideshift attachment (FLT4)	
Works Transport	Nissan IQ2L25Q 1350Kg electric counterbalance fork lift truck, s/n IQ2E700418 with sideshift attachment (FLT3)	
Works Transport	Yale GDP80VX9 V2712 8000Kg diesel counterbalance fork lift truck, s/n A909E01511J	
		Third Party
		Third Party

IKO Polymeric

Lambert
Smith
Hampton

Location	Description	Third Party	Third Party
Works Transport	Yale MR14H 1400Kg electric reach truck, s/n C849T07014K (FLT8)	Third Party	Third Party
Works Transport	Yale MR14H 1400Kg electric reach truck, s/n C849T07015K (FLT9)	Third Party	Third Party
Works Transport	Yale MR14H 1400Kg electric reach truck, s/n C849T07016K (FLT10)	Third Party	Third Party
Works Transport	Toyota FBMF25 2160Kg electric counterbalance fork lift truck, s/n FBMF-11742 (FLT5)		
Works Transport	BT LPE200 2000Kg electric pallet truck, s/n 6432082		
Works Transport	BT LPE200 2000Kg electric pallet truck		
Works Transport	Fork truck jib attachment)
	6 - Assorted hand pallet trucks)
)
Throughout	Minor factory equipment and furniture		
Throughout	Office furniture and equipment throughout		
Throughout	IT and network equipment throughout		
Throughout	CCTV system		

SCHEDULE 2

Details of the Relevant Agreements