



**Registration of a Charge**

Company name: **MULTI-LAB QUARTZTEC LTD**

Company number: **00734915**



X4IHFA4R

Received for Electronic Filing: **21/10/2015**

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**Details of Charge**

Date of creation: **16/10/2015**

Charge code: **0073 4915 0003**

Persons entitled: **TIER ONE CAPITAL LTD (AS SECURITY TRUSTEE) (CRN 07979654)**

Brief description: **ALL FREEHOLD AND LEASEHOLD PROPERTIES (WHETHER REGISTERED OR UNREGISTERED) AND ALL COMMONHOLD PROPERTIES, AT THE DATE OF THE DEBENTURE OR IN THE FUTURE (AND FROM TIME TO TIME) OWNED BY THE COMPANY, OR IN WHICH THE COMPANY HOLDS AN INTEREST. ALL INTELLECTUAL PROPERTY AT THE DATE OF THIS DEBENTURE AND IN THE FUTURE BELONGING TO THE COMPANY. INTELLECTUAL PROPERTY MEANING THE COMPANY'S PRESENT AND FUTURE PATENTS, TRADE MARKS, SERVICE MARKS, TRADE NAMES, DESIGNS, COPYRIGHTS, INVENTIONS, TOPOGRAPHICAL OR SIMILAR RIGHTS, CONFIDENTIAL INFORMATION AND KNOW-HOW AND ANY INTEREST IN ANY OF THESE RIGHTS, WHETHER OR NOT REGISTERED, INCLUDING ALL APPLICATIONS AND RIGHTS TO APPLY FOR REGISTRATION AND ALL FEES, ROYALTIES AND OTHER RIGHTS DERIVED FROM, OR INCIDENTAL TO, THESE RIGHTS.**

**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.**

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## 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: **ZOE DITCH OF MUCKLE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 734915

Charge code: 0073 4915 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th October 2015 and created by MULTI-LAB QUARTZTEC LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st October 2015 .

Given at Companies House, Cardiff on 22nd October 2015

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 16<sup>th</sup> October 2015

Multilab QuartzTec Ltd  
and  
Tier One Capital Ltd as Security Trustee

Debenture

Certified a true and correct copy  
of the original document

Signed.....

Printed.....

Muckle LLP  
Newcastle upon Tyne

Date.....20.10.2015.....

muckle<sup>LLP</sup>

Muckle LLP  
Time Central  
32 Gallowgate  
Newcastle upon Tyne  
NE1 4BF

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Dated 16<sup>th</sup> October 2015

**Parties**

- (1) Multifab QuartzTec Ltd incorporated and registered in England and Wales with company number 00734915 whose registered office is at Unit H Kingfisher Boulevard, Newburn Riverside, Newcastle upon Tyne, NE15 8NZ (Company); and
- (2) Tier One Capital Ltd incorporated and registered in England and Wales with company number 07979854 whose registered office is at Keel House, Garth Heads, Newcastle upon Tyne, NE1 2JE acting as security trustee for and on behalf of the Lenders (as defined below) from time to time (Security Trustee).

**Background**

- (A) The Lenders have agreed to provide the Borrower with loan facilities on a secured basis.
- (B) The Company has agreed to enter into this deed for the purpose of granting security to the Lenders for the loan facilities made available under the Loan Agreement.

**It is agreed**

**1. Definitions and Interpretation**

**1.1 The following definitions and rules of interpretation apply in this deed:**

<b>Administrator</b>	an administrator appointed under the Insolvency Act 1986 to manage the affairs, business and property of the Company;
<b>Borrower</b>	QuartzTec Europe Limited incorporated and registered in Scotland with company number SC508506 whose registered office is at c/o Wright Johnston & Mackenzie LLP, 302 St. Vincent Street, Glasgow, Scotland, G2 5RZ;
<b>Business Day(s)</b>	a day (other than a Saturday or Sunday) on which banks are open for general business in London;
<b>Charged Property</b>	the assets and undertaking charged or assigned by clause 3;
<b>Encumbrance</b>	any mortgage, charge (fixed or floating), pledge, lien, right of set-off or any security interest whatsoever;
<b>Expenses</b>	(a) all expenses (on a full indemnity basis) incurred by an Administrator of the

Company in carrying out his statutory functions and that Administrator's remuneration; and

- (b) all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Security Trustee or any Receiver at any time in connection with the Charged Property or the Obligations or in taking, perfecting or enforcing this deed or exercising any right or power under this deed or otherwise together with VAT upon such expenses where appropriate and interest from the date they are incurred;

**Intellectual Property**

the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights;

**Lease**

any letting, underlease or sub-lease and any agreement to lease, tenancy, licence or other agreement for possession or occupation;

**Lenders**

has the meaning given to it in the Loan Agreement;

**Loan**

the loan to be made on or around the date of this Deed by the Lenders to the Borrower pursuant to the terms of the Loan Agreement;

**Loan Agreement**

the loan agreement made between the Lenders, the Security Trustee and the Borrower dated on or around the

- date of this deed;
- Obligations** the monies, obligations and liabilities covenanted to be discharged or paid under clause 2;
- Obligor** the Company and the Borrower;
- Property** all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest;
- Receiver** any person appointed as receiver, administrative receiver, manager or receiver and manager over any of the Charged Property and/or Property; and
- Security** shall have the meaning given to it in the Loan Agreement.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Any obligation on a party not to do something includes an obligation to not to allow that thing to be done.
- 1.9 A reference to "this deed" or to any other agreement or document referred to in this Deed is a reference to this deed or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.



- 1.10 A reference to "Charged Property", "Expenses" and "Obligations" includes a reference to any part of them or it and a reference to "Property" includes all rights and interests in the same and all buildings, structures, fixtures and all fixed plant and equipment for the time being thereon.
- 1.11 A reference to "freehold" property includes a reference to property registered (or in the process of registration) as a freehold estate in commonhold land (whether in commonhold units or common parts).
- 1.12 A reference to "dispose" includes charging, selling, leasing, assigning or transferring or agreeing to do any of the same, granting an option or similar right, creating a trust or other equitable interest or sharing or parting with possession or occupation.
- 1.13 Any words following the terms including, include, in particular 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.

## **2. Secured Liabilities**

- 2.1 The Company hereby covenants with the Security Trustee to discharge on demand from time to time all present and future monies, obligations and liabilities whatsoever (whether for principal, interest, costs, expenses or otherwise) which may now be or at any time in the future (whether before or after demand) become due, owing or payable to the Lenders or the Security Trustee by an Obligor under or pursuant to the Loan Agreement and/or the Security.
- 2.2 The Company covenants to pay to the Security Trustee on demand from time to time the Expenses.
- 2.3 In the case of any of the Obligations which is not (but for this clause 2) due for discharge on demand, the Security Trustee shall not make demand before the due date.

## **3. Security**

As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Company:

- 3.1 charges to the Security Trustee as Security Trustee for and on behalf of the Lenders by way of legal mortgage all estates and interests in any freehold and leasehold property now vested in or charged to the Company;

- 3.2 charges to the Security Trustee as Security Trustee for and on behalf of the Lenders by way of fixed charge all estates and interests in any freehold and leasehold property in the future vested in or charged to the Company;
- 3.3 assigns to the Security Trustee as Security Trustee for and on behalf of the Lenders the benefit of all covenants, rights, claims and guarantees relating to the Company's present and future freehold and leasehold property or that property's construction, use or title and the benefits of all easements serving or relating to such Property, subject to reassignment on redemption;
- 3.4 charges to the Security Trustee as Security Trustee for and on behalf of the Lenders by way of fixed charge all rights and interests in and claims under all policies of insurance and assurance held, to be held or inuring to the Company's benefit and the benefit of all rights and claims to which the Company is now or may in the future be entitled under any contracts;
- 3.5 charges to the Security Trustee as Security Trustee for and on behalf of the Lenders by way of fixed charge all the plant, machinery, fixtures, fittings, vehicles, computers and equipment now and in the future belonging to the Company and assigns to the Security Trustee all right, title and interest of the Company under any agreements relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption;
- 3.6 charges to the Security Trustee as Security Trustee for and on behalf of the Lenders by way of fixed charge all shares and other securities now and in the future belonging to the Company;
- 3.7 charges to the Security Trustee as Security Trustee for and on behalf of the Lenders by way of fixed charge all Intellectual Property now and in the future belonging to the Company;
- 3.8 charges to the Security Trustee as Security Trustee for and on behalf of the Lenders by way of fixed charge all book and other debts now and in the future owing to the Company and the benefit of all the Company's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money; and
- 3.9 charges to the Security Trustee as Security Trustee for and on behalf of the Lenders by way of floating charge all the undertaking and all property, assets and rights of the Company present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under this deed.

**4. Floating Charge**

- 4.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this deed.
- 4.2 The Security Trustee may at any time by written notice to the Company convert the floating charge created by this deed into a fixed charge as regards any of the Charged Property specified in the notice.
- 4.3 Any mortgage, fixed charge or other fixed security created by the Company in favour of the Security Trustee will have priority over the floating charge created by clause 3.9, unless the Security Trustee states otherwise on or after its creation.

**5. Restrictions**

- 5.1 The Company will not without the Security Trustee's prior written consent:
- 5.1.1 create or permit to arise or continue any Encumbrance affecting the Charged Property or increase or extend any liability of the Company secured on any of the Charged Property;
  - 5.1.2 dispose of the Charged Property charged by clauses 3.1 to 3.8 inclusive or, following crystallisation of the floating charge created by clause 3.9, the Charged Property charged by clause 3.9;
  - 5.1.3 dispose of the Charged Property charged by clause 3.9 other than in the ordinary course of, and for the purposes of, carrying on its business while the floating charge remains uncrystallised; or
  - 5.1.4 grant or accept a surrender of any Lease, or part with or share possession or occupation of, its freehold and leasehold property or any part of it nor vary any Lease.
- 5.2 The Company applies to the Chief Land Registrar to enter a restriction on the Register of Title of any registered land charged by this deed 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 2015 in favour of Tier One Capital Ltd, acting as Security Trustee (as defined therein) referred to in the charges register or their conveyancer".

## **6. Insurance**

- 6.1** The Company will, to the Security Trustee's reasonable satisfaction, keep comprehensively insured for its full reinstatement cost plus VAT all of the Charged Property which is of an insurable nature with insurers as the Security Trustee shall in writing approve and against such risks as are normally covered by prudent companies carrying on business similar to the Company and with the Security Trustee as co-insured in respect of such Charged Property.
- 6.2** The Company will punctually pay when due all premiums payable in respect of any insurance of the Charged Property and will hold any insurance monies received upon trust to apply them either in reinstating the damage suffered or (as the Security Trustee may require) in or towards discharging the Obligations.
- 6.3** If the Company defaults in its obligations under this clause 6 or at any time after the Security Trustee has demanded repayment in this clause 6 without becoming liable to account as mortgagee in possession and the cost of so doing shall be an Expense.

## **7. Undertakings by the Company**

The Company undertakes with the Security Trustee as Security Trustee for and on behalf of the Lenders:

- 7.1** punctually to pay all rents, rates, taxes, duties, assessments and other outgoings payable in respect of its assets and property and to observe and perform all covenants (positive and restrictive) and conditions from time to time affecting its assets and property;
- 7.2** to keep in good and substantial repair and in proper working order and to renew when necessary all the Charged Property and to permit the Security Trustee and its representatives to enter and view the state and condition of the Charged Property and on default by the Company to effect repairs (without the Security Trustee becoming liable to account as mortgagee in possession);
- 7.3** to comply with all applicable laws and regulations including planning law, environmental law, legislation relating to public health, control and handling of hazardous substances or waste, fire precautions, health and safety at work and product safety;
- 7.4** to preserve and maintain all Intellectual Property owned or used by the Company;
- 7.5** to maintain the Company's centre of main interest (COMI) for the purposes of the EU Regulation on Insolvency Proceedings 2000 in the United Kingdom;

- 7.6 to notify the Security Trustee immediately if any steps (including the making of any application or the giving of any notice) are taken by any person (including the Company) in relation to the administration, receivership, administrative receivership, winding up or dissolution of the Company;
- 7.7 not to allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its properties (or any part of its properties) or create or permit to arise any overriding interest as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002;
- 7.8 where any Charged Property is or becomes subject to any Lease, observe and comply with its obligations under and enforce the due observance and performance of all other persons under such Lease; and
- 7.9 generally not to do or cause or permit to be done anything to lessen the value or marketability of the Charged Property.
- 8. Powers of the Security Trustee**
- 8.1 The Security Trustee as Security Trustee for and on behalf of the Lenders may without restriction grant or accept surrenders of Leases of the Charged Property or any part of it and grant or vary or reduce any sum payable under any Lease.
- 8.2 Section 103 of the Law of Property Act 1925 shall not apply and the Security Trustee may exercise its power of sale and other powers under that or any other act or this deed at any time after the date of this deed.
- 8.3 At any time after the Security Trustee has demanded payment of any of the Obligations or any step or proceeding has been taken for the appointment of an Administrator, liquidator or provisional liquidator or with a view to seeking a moratorium or a voluntary arrangement in respect of the Company or if requested by the Company, the Security Trustee may appoint in writing, insofar as permitted by law, any person or persons to be a Receiver or all or any of the Charged Property or an Administrator or Administrators and the security created by this deed shall in any of such events become immediately enforceable.
- 8.4 The Security Trustee may, to the extent permitted by law remove a Receiver or Receivers from all or any part of the Charged Property of which he or they are the Receivers, fix and pay the fees of a Receiver and substitute any Receiver, but any Receiver shall be the agent of the

Company and the Company shall be solely responsible for the Receiver's acts, defaults and remuneration.

8.5 Once a Receiver is appointed, the Security Trustee will not be precluded from making any subsequent appointment of a Receiver over any Charged Property, whether or not any Receiver previously appointed continues to act.

8.6 At any time after a demand for repayment of the Obligations, all or any of the powers conferred by clause 9.1 may be exercised by the Security Trustee, whether as the Company's attorney or not, without first appointing a Receiver or notwithstanding any such appointment.

8.7 If the Security Trustee enters or takes possession of the Charged Property, the Security Trustee will not be liable to account to the Company as mortgagee in possession for any money not actually received by the Security Trustee and if the Security Trustee or any Receiver takes possession of the Charged Property it or he may at any time relinquish such possession.

8.8 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.

8.9 To the extent that this deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (the "Regulations")), the Security Trustee shall have the right (at any time after this deed has become enforceable) to appropriate any Charged Property which constitutes "financial collateral" (as defined in the Regulations) in or towards satisfaction of the Obligations in accordance with the Regulations.

## **9. Receivers and Administrators**

9.1 Any Receiver appointed by the Security Trustee as Security Trustee for and on behalf of the Lenders shall be a receiver and manager and shall have the powers specified in schedule 1 to the Insolvency Act 1986 and the following powers exercisable upon such terms and conditions as he thinks fit:

9.1.1 to take possession of and generally to manage the Charged Property;

9.1.2 to sell, lease, licence, surrender or accept surrenders of Leases and deal with or dispose of the Charged Property without restriction including power to dispose of any fixtures separately from the land;

9.1.3 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company;

- 9.1.4 to insure the Charged Property;
  - 9.1.5 to maintain, alter, improve or develop the Charged Property and sever one party from another;
  - 9.1.6 to acquire any property, assets or rights which he considers desirable for the improvement or realisation of the Charged Property;
  - 9.1.7 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
  - 9.1.8 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise; and
  - 9.1.9 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Property.
- 9.2 In the case of joint Receivers and Administrators any power may be executed jointly or severally.
- 9.3 Any moneys received under the powers conferred by this deed will, subject to the payment or repayment of any prior claims, be applied in the following order of priority:
- 9.3.1 in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Security Trustee and/or the Receiver or Administrator including the remuneration of any Receiver or Administrator;
  - 9.3.2 in or towards satisfaction of the Obligations in whatever order the Security Trustee may require; and
  - 9.3.3 as to the surplus (if any) to the person(s) entitled to it
- provided that the Receiver or Administrator may retain any moneys in his hands for so long as he thinks fit and the Security Trustee may, without prejudice to any other rights it may have at any time and from time to time, place and keep for such time as the Security Trustee may think fit any moneys received, recovered or realised under or by virtue of this deed to or at a separate or suspense account to the credit either of the Company or of the Security Trustee as the Security Trustee thinks fit without any intermediate obligation on the Security Trustee's part to apply such moneys or any part of such moneys in or towards the discharge of the Obligations.

9.4 Subject to clause 9.3, any moneys received or realised by the Security Trustee from the Company or a Receiver under this deed or any Administrator may be applied by the Security Trustee to any item of account or liability or transaction in such order or manner as the Security Trustee may determine.

**10. Protection of Purchasers and Power of Attorney**

10.1 No person shall be obliged or concerned to see or enquire whether the right of the Security Trustee, any Receiver or Administrator to exercise any of the powers conferred by this deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

10.2 The receipt of the Security Trustee, any Receiver or any Administrator shall be an absolute discharge and the payer shall not be obliged to see the application of the monies paid to either of them.

10.3 Neither the Security Trustee nor any Receiver shall be liable to the Company in respect of any loss or damage arising out of the exercise or the attempted, purported or failure to exercise any of their respective powers.

10.4 The Company by way of security irrevocably appoints the Security Trustee and any Receiver or Administrator severally to be the attorney for the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Security Trustee or any Receiver or Administrator pursuant to this deed or the exercise of any of their powers.

**11. Set-off**

The Security Trustee shall be entitled at any time or times without notice (both before and after demand) to set off any liability of the Company to the Security Trustee against any liability of the Security Trustee to the Company (in either case whether actual or contingent, present or future and irrespective of the currency or place of payment) and may for such purpose convert or exchange any currency.



**12. Protection of Security**

This deed is in addition to any other rights or security, present or future, held by the Security Trustee from the Company or any other person for the Obligations. Such rights or security may be enforced in whatever order the Security Trustee decides.

**13. Further Assurance**

The Company will, at its own cost, at the Security Trustee's (or any Administrator's or Receiver's) request, execute any deed or document and take any action required by the Security Trustee (or any Administrator or Receiver) to perfect or protect this security or its priority or further to secure on the Charged Property the Obligations or for facilitating the realisation of the Charged Property or the exercise of any rights or powers of the Security Trustee (or any Administrator or Receiver).

**14. Certificates**

In any proceedings relating to this deed, a statement signed by the Security Trustee as to the amount due or owing from the Company shall be conclusive evidence against the Company, except in the case of obvious error.

**15. Prior Charges**

If there is any charge which ranks in priority to the security created by this deed and the person with the benefit of such charge does anything to enforce that charge, the Security Trustee, any Administrator or any Receiver may repay the monies owed under that charge or arrange for such charge to be transferred to the Security Trustee and the costs of doing so shall be an Expense.

**16. Notices**

**16.1** All communications to be made under or in connection with this deed shall be made in writing and by letter.

**16.2 Addresses**

**16.2.1** The address of the Security Trustee for any communication or document to be made or delivered under or in connection with this deed is as specified on page 1 of this Deed or any substitute address as the Security Trustee may notify to the Company by not less than five Business Days' notice.

**16.2.2** The address of the Company for any communication or document to be made or delivered under or in connection with this deed shall be its registered office at the time such communication or document is made or delivered.

16.2.3 The address for service on the Security Trustee in case of registered land is as specified on page 1 of this deed.

**16.3 Delivery**

Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective when it has been left at the relevant address or three Business Days' after being deposited in the post, postage prepaid in any envelope addressed to it at that address.

**17. Security Trustee**

17.1 The Security Trustee holds all obligations and liabilities of the Company and all the Security Trustee's rights under this deed as agent on behalf of the Lenders pursuant to the terms agreed between the Security Trustee and the Lenders within the Loan Agreement.

17.2 The security created by this deed is created with the benefit of and subject to the provisions of the Loan Agreement, the provisions of which the Company hereby acknowledges, including the Security Trustee's right to use monies received by it in respect of the Obligations to reduce the Obligations in accordance with the terms of the Loan Agreement.

**18. Governing Law and Jurisdiction**

18.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

**19. Assignment and Transfer**

19.1 The Security Trustee may assign any of its rights or transfer any of its rights and obligations under this Agreement.

19.2 The Company may not assign any of its rights or transfer any of its rights and obligations under this Agreement without the written consent of the Security Trustee.

**20. Indemnity**

The Company will indemnify the Security Trustee on demand against any loss or expense (including legal fees) sustained or incurred as a result either of a failure by the Company to perform any of its

obligations under this deed or of any representation or warranty made in this deed having been incorrect when made.

**21. Waiver**

No failure to exercise or any delay in exercising any right or remedy under this deed shall operate as a waiver of it or of any other right or remedy under it.

**22. Severance**

If any provision of this Deed shall be found by any court or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this deed which remain in full force and effect to the extent permitted by law.

**23. Miscellaneous**

**23.1** Interest will be calculated both before and after judgment on the basis agreed with the Company, or if none has been agreed, on a daily basis and on the basis of a 365 day year and be compounded quarterly.

**23.2** The charges contained in this deed:

**23.2.1** are made for securing further advances but the Security Trustee is under no obligation to make any such further advance; and

**23.2.2** shall remain in force notwithstanding any settlement of account or credit balance on any current or other account.

Executed on the date that appears on the front of this document.

Executed as a deed but not delivered until the date on the front of this document by

Mutlilab QuartzTec Ltd

acting by

  
(signature of director)

a director in the presence of



Signature of witness

STEWART WATSON

Name of witness



Address




Occupation

Executed as a deed but not delivered until the date on the front of this document by

Tier One Capital Ltd as Security Trustee

acting by

  
(signature of director)

a director in the presence of



Signature of witness

STEWART WATSON

Name of witness



Address



Occupation

