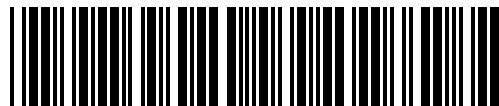




Registration of a Charge

Company Name: **PORVAIR PLC**

Company Number: **01661935**



Received for filing in Electronic Format on the: **20/05/2021**

XA4WATMZ

Details of Charge

Date of creation: **18/05/2021**

Charge code: **0166 1935 0013**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT AND SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **ALL PRESENT AND FUTURE FREEHOLD OR LEASEHOLD LAND AND ALL INTELLECTUAL PROPERTY INCLUDING, BUT NOT LIMITED TO, (PATENT NUMBER(S): GB2369796 (A), PATENT NAME: MAKING POROUS ARTICLES USING POWDER, PORVAIR ENTITY: PORVAIR PLC) PURSUANT TO CLAUSE 3 AND AS FURTHER DESCRIBED IN SCHEDULE 7 OF THE ACCOMPANYING COPY INSTRUMENT**

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:

SIMMONS & SIMMONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1661935

Charge code: 0166 1935 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2021 and created by PORVAIR PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2021 .

Given at Companies House, Cardiff on 21st May 2021

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



Companies House



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

FMBK/001226-02914/KIBR/EJXS

Group Debenture

between

The Persons Listed in Schedule 1
as Original Chargors

and

Barclays Bank PLC
as Security Agent

relating to

among others, a €28,000,000 multicurrency revolving
facility agreement

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THIS DEED is dated
made

18 May 2021

and

BETWEEN:

- (1) **THE PERSONS** listed in Schedule 1 (*Original Chargors*), as chargors (the "Original Chargors"); and
- (2) **BARCLAYS BANK PLC** (the "Security Agent" which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

BACKGROUND:

- (A) Each Chargor is entering into this Deed in connection with the Finance Documents.
- (B) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

IT IS AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

In this Deed, terms defined in the Facility Agreement have the same meaning in this Deed unless given a different meaning and:

"Account" means any account specified in Schedule 5 (*Bank Accounts*) and any renewal, redesignation, replacement, subdivision or subaccount of such accounts, and any other account opened or maintained by any Chargor with the Security Agent or any other financial institution (together with any credit balance on such accounts).

"Additional Chargor" means a person who becomes a Chargor by executing a Deed of Accession.

"Assigned Contracts" means each of the agreements and documents specified in Schedule 4 (*Assigned Contracts*) and any other document or agreement which is designated as an "Assigned Contract" by the Security Agent and the Company.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Blocked Account" means any Mandatory Prepayment Account and any other Account that may from time to time be agreed between the Security Agent and the relevant Chargor to be a Blocked Account.

"Charged Property" means all of the assets of the Chargors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"Chargor" means an Original Chargor or any Additional Chargor.

"Company" means Porvair plc.

"Deed of Accession" means a document substantially in the form of Schedule 12 (*Form of Deed of Accession*).

"Delegate" means any delegate, custodian, nominee, agent, attorney, co-trustee or sub delegate appointed by the Security Agent under Clause 22 (*Delegation*).

"Dormant Subsidiary" has the meaning given to that term in the Facility Agreement.

"Enforcement Event" means an Event of Default as specified in clause 26 (*Events of Default*) of the Facility Agreement and in respect of which any notice has been served by the Security Agent in accordance with Clause 26.19 (*Acceleration*) of the Facility Agreement.

"Excluded Accounts" means each of the following accounts and amounts standing to the credit of such account held in the name of Porvair plc with Handelsbanken plc:

(A) Account Name: Porvair plc USD
Account Number: [REDACTED]
Sort Code: [REDACTED]
BIC/SWIFT: [REDACTED]

(B) Account Name: Porvair plc GBP
Account Number: [REDACTED]
Sort Code: [REDACTED]
BIC/SWIFT: [REDACTED]

(C) Account Name: Porvair plc EUR
Account Number: [REDACTED]
Sort Code: [REDACTED]
BIC/SWIFT: [REDACTED]

"External Ancillary Facility Lender" has the meaning given to that term in the Facility Agreement.

"Facility Agreement" means the €28,000,000 multicurrency term and revolving facility agreement dated on or around the date of this Deed and made between, among others, Porvair plc as borrower, Barclays Bank PLC and Citibank, N.A., London Branch as original lenders, Barclays Bank PLC and Citibank, N.A., London Branch as arrangers and Barclays Bank PLC as agent and security agent.

"Insurances" has the meaning given to it in Clause 3.7 (*Insurances*).

"Intellectual Property" means:

- (A) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (B) the benefit of all applications and rights to use such assets of a Chargor (which may now or in the future subsist).

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of this Deed and made between, among others, the Company, the Debtors (as defined in the Intercreditor Agreement), the Agent, the Security Agent, the Lenders, the Arrangers, the

Ancillary Lenders, the Hedge Counterparties, and the Intra-Group Lenders (as defined in the Intercreditor Agreement).

"Investments" means any securities and investments of any kind (including the Shares, any other shares (but excluding any shares in any Dormant Subsidiary), stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit), warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments now or in the future owned by a Chargor or (to the extent of its interest) in which it now or in the future has any interest as further identified in clause 3.3 (*Investments*).

"LPA" means the Law of Property Act 1925.

"Mandatory Prepayment Account" has the meaning given to that term in the Facility Agreement.

"Mortgaged Property" means any freehold real property specified in Schedule 2 (*Mortgaged Property*).

"Operational Account" means any accounts specified in Part 1 of Schedule 5 and any renewal, redesignation, replacement, subdivision or subaccount of such accounts), and any other Account that may from time to time be identified in writing as an Operational Account by the Security Agent (together with any credit balance on such accounts).

"Party" means a party to this Deed.

"Receiver" means a receiver, receiver or manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Liabilities" means the Secured Obligations as defined in the Intercreditor Agreement.

"Secured Party" means the Security Agent, any Receiver or Delegate, the External Ancillary Facility Lenders and each of the Finance Parties from time to time, but, in the case of each Finance Party, only if it is a party to or has acceded to the Intercreditor Agreement, in the appropriate capacity.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that all the Secured Liabilities have been irrevocably paid in full and that all facilities which might give rise to any Secured Liabilities have been terminated.

"Shares" means, in relation to a Chargor, all of the shares in the capital of any Subsidiary (other than a Dormant Subsidiary) incorporated in England & Wales in each case held by such Chargor from time to time, including those shares listed in Part 1 of Schedule 3 (*Investments*).

"Supplemental Mortgage" means a document substantially in the form of Schedule 13 (*Form of Supplemental Mortgage*).

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to this Deed, a Deed of Accession, a Supplemental Mortgage or any document entered into pursuant to Clause 8.2(A)(2) (*Acquisitions*).

1.2 Construction

- (A) Any reference in this Deed to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility under that Finance Document or other agreement or instrument.
- (B) The other provisions of Clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.
- (C) A reference in this Deed to the singular includes the plural and vice versa.
- (D) Unless a contrary indication appears, a reference in this Deed to "Charged Property" includes any part of that Charged Property and the proceeds of that Charged Property.
- (E) Each of the undertakings given by a Chargor in this Deed remain in force from the date of this Deed (or, if it becomes a Party later, the date it becomes a Party) until the end of the Security Period.
- (F) Each representation and warranty expressed to be made by a Chargor in this Deed is made by a Chargor on the date of this Deed (or, if it becomes a Party later, the date it becomes a Party) and is deemed to be repeated on each day during the Security Period by reference to the facts and circumstances then existing.

1.3 Disposition of property

The terms of the other Finance Documents and of any agreement, document or side letter between the Parties are incorporated into this Deed to the extent required for any purported disposition of all or any part of any freehold or leasehold property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third party rights

- (A) A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- (B) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (C) Any Receiver or Delegate may, subject to this Clause 1.4 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

1.5 Inconsistency

In the event of any inconsistency arising between any of the provisions of this Deed or any Mortgage and the Facility Agreement or the Intercreditor Agreement, the provisions of the Facility Agreement or the Intercreditor Agreement (as the case may be) shall prevail.

2. Covenant to Pay

Each Chargor shall pay each of the Secured Liabilities when due and payable.

3. **Creation of Security**

3.1 **Security generally**

All the Transaction Security:

- (A) is created in favour of the Security Agent;
- (B) is created over the present and future assets of each Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 **Land**

- (A) Each Chargor charges:
 - (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use that property specified in Schedule 2 (*Mortgaged Property*); and
 - (2) (to the extent that they are not the subject of a legal mortgage under Clause 3.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use that property.
- (B) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
 - (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings but excluding tenant fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
 - (2) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 **Investments**

- (A) Each Chargor charges by way of a first fixed charge all of its rights and interests in its Investments (including any specified in Schedule 3 (*Investments*)).
- (B) A reference in this Deed to any charge of any Investments includes:
 - (1) any dividend or interest paid or payable in relation to it;
 - (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

- (3) any right against any clearance system in relation to it; and
- (4) any right under any custodian or other agreement in relation to it.

3.4 **Contracts**

- (A) Each Chargor assigns absolutely to the Security Agent all of its rights and interests in, to and under all the agreements or documents specified in Schedule 3 (*Assigned Contracts*) (the "Assigned Contracts").
- (B) To the extent that any such right described in Clause 3.4(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.4(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 3.4(A) and 3.4(B), each Chargor charges by way of first fixed charge all of its rights under each Assigned Contract to which it is a party.
- (D) If a Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
 - (1) that Chargor shall notify the Security Agent promptly;
 - (2) the assignment or charge will not take effect until that consent is obtained;
 - (3) unless the Security Agent otherwise requires, that Chargor shall, and each other Chargor shall ensure that the Chargor will use all reasonable endeavours to obtain the consent as soon as practicable and no breach of the Facility Agreement nor any other Finance Document shall occur by virtue of the relevant Chargor's failure to have obtained such consent while the Chargors are using all reasonable endeavours to obtain that consent as soon as reasonably practicable; and
 - (4) that Chargor shall promptly supply to the Security Agent a copy of the consent obtained by it.

3.5 **Bank accounts**

- (A) Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such Account.
- (B) Notwithstanding Clause 3.5(A) above or any provision contained in this Deed, no fixed charge shall be created over or in respect of an Excluded Account or any amounts standing to the credit of an Excluded Account and no Chargor shall be required to serve any notice or take any perfection or further assurance requirements over or in respect of an Excluded Account.

3.6 **Book debts etc.**

Each Chargor charges by way of a first fixed charge:

- (A) all of its book and other debts;
- (B) all other moneys due and owing to it; and
- (C) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clause 3.6(A) and Clause 3.6(B).

3.7 Insurances

- (A) Each Chargor assigns absolutely to the Security Agent:
 - (1) all of its rights in respect of any contract or policy of insurance (excluding third party liability and public liability insurance and for the avoidance of doubt excluding any directors' and officers' liability insurance) taken out by it or on its behalf or in which it has an interest (the "Insurances"); and
 - (2) all moneys payable and all moneys paid to it under or in respect of all such Insurances.
- (B) To the extent that any such right described in Clause 3.7(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.7(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clause 3.7(A) or 3.7(B), each Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3.8 Plant and machinery

Each Chargor charges by way of a first fixed charge all fixed and moveable plant and machinery owned by it (including any specified in Schedule 6 (*Plant and Machinery*)), its interest in any plant or machinery in its possession and the benefit of all related Authorisations, agreements and warranties.

3.9 Intellectual Property

Each Chargor charges by way of first fixed charge all its Intellectual Property (including any specified in Schedule 7 (*Intellectual Property*)).

3.10 Authorisations

Each Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation.

3.11 Pension fund

Each Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement it has in any pension fund.

3.12 **Goodwill**

Each Chargor charges by way of first fixed charge its goodwill.

3.13 **Uncalled capital**

Each Chargor charges by way of first fixed charge its uncalled capital.

3.14 **Floating charge**

- (A) Each Chargor charges by way of first floating charge its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under this Deed.
- (B) The floating charge created by each Chargor pursuant to Clause 3.14(A) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an administrator to a Chargor pursuant to that paragraph.
- (D) The Security Agent may convert the floating charge created by this Deed or any Deed of Accession over all or any of the Charged Property into a fixed charge by notice to the relevant Chargor specifying the relevant Charged Property (either specifically or generally):
 - (1) on the occurrence of an Enforcement Event; and/or
 - (2) if the Security Agent (acting in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (E) If:
 - (1) a Chargor takes any step to create any Security in breach of Clause 7.1 (*Negative pledge*) over any of the Charged Property not subject to a mortgage or fixed charge;
 - (2) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of a Chargor (by a person who is entitled to do so); or
 - (3) any person (who is entitled to do so) takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,

the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge.

4. **Continuing Security**

4.1 **Continuing Security**

The Transaction Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

4.2 **Additional Security**

The Transaction Security:

- (A) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Finance Party; and
- (B) may be enforced against a Chargor without having recourse to any other rights of any Finance Party.

5. **Consent of Third Parties**

5.1 Each Chargor creates each mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clause 3 (*Creation of Security*) of this Deed subject to obtaining any necessary consent to such Security from any relevant third party and using all reasonable endeavours to obtain any such necessary consent as soon as reasonably practicable.

5.2 Each Chargor shall notify the Security Agent promptly of consent that must be obtained from any relevant third party.

5.3 Each Chargor shall use all reasonable endeavours to procure as soon as practicable any consents necessary (in each case, in form and substance satisfactory to the Security Agent, acting reasonably), to enable the assets of that Chargor to be the subject of an effective mortgage, fixed charge or assignment pursuant to the terms of Clause 3 (*Creation of Security*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and that Chargor shall promptly supply to the Security Agent a copy of the consent obtained by it. For the avoidance of doubt, no security shall attach to any such asset until the relevant consent is obtained.

6. **Further Assurance**

(A) Each Chargor shall (at its own expense) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (1) to perfect the Security created or intended to be created by the Transaction Security (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law;
- (2) to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent

or similar to the Security conferred or intended to be conferred by or pursuant to the Transaction Security; and/or

(3) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

(B) Each Chargor shall (at its own expense) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Transaction Security.

7. Restrictions on Dealing

7.1 Negative pledge

No Chargor shall create or permit to subsist any Security over any Charged Property, nor do anything which is prohibited by Clause 25.15 (*Negative pledge*) of the Facility Agreement except as permitted by the Facility Agreement provided that a waiver of a breach of clause 25.15 (*Negative pledge*) of the Facility Agreement shall automatically constitute a waiver of the same breach pursuant to this Clause 7.1.

7.2 Disposals

No Chargor shall (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Facility Agreement.

8. Land

8.1 The Land Registry

In the case of a Chargor's existing freehold or leasehold property, that Chargor shall promptly:

- (A) and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by the Transaction Security;
- (B) submit to the Land Registry a duly completed form RX1 in which the Chargor applies for a restriction in the form specified by the Security Agent to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security;
- (C) submit to the Land Registry a duly completed form CH2 in which the Chargor applies for a note of an obligation to make further loans or advances to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security; and
- (D) pay all appropriate registration fees.

8.2 Acquisitions

- (A) If a Chargor acquires any freehold or leasehold property after the date of this Deed, the Chargor shall:

- (1) notify the Security Agent immediately;
- (2) promptly on request by the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a Supplemental Mortgage of that freehold or leasehold property together with such constitutional documents, corporate authorisations and other matters as the Security Agent may require to verify that such document constitutes that Chargor's legal, valid, binding and enforceable obligations;
- (3) if title to that freehold or leasehold property is registered at the Land Registry or is required to be so registered, promptly comply with all applicable obligations under clause 8.1 (*The Land Registry*) and:
 - (a) promptly and in any event within any applicable priority period, apply to the Land Registry for first registration of that freehold or leasehold property (where that freehold or leasehold property is not already registered at the Land Registry) and registration of that Chargor as the registered proprietor of that freehold or leasehold property;
 - (b) promptly and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by the Transaction Security;
 - (c) promptly and in any event within any applicable priority period, apply to the Land Registry submit to the Land Registry a duly completed form RX1 in which the Chargor applies for a restriction in the form specified by the Security Agent to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security;
 - (d) promptly submit to the Land Registry a duly completed form CH2 in which the Chargor applies for a note of an obligation to make further advances to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security; and
 - (e) promptly pay all appropriate registration fees.
- (B) Subject to Clause 5.2 (*Consent of Third Parties*), if the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall not be required to perform that obligation unless and until it has obtained the landlord's consent. The relevant Chargor shall use its reasonable endeavours to obtain the landlord's consent.

8.3 Deposit of title deeds

Each Chargor shall deposit with the Security Agent all deeds and documents of title relating to any Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of that Chargor.

8.4 Investigation of title

If a Default has occurred and is continuing or if the Security Agent or the Agent reasonably suspects a Default might occur, each Chargor shall grant the Security Agent or its lawyers

on request all facilities within its power to enable the Security Agent or its lawyers (at the expense of that Chargor) to:

- (A) carry out investigations of title to any Mortgaged Property; and
- (B) make such enquiries in relation to any part of any Mortgaged Property as a prudent mortgagee might carry out.

8.5 Title Information Document

On completion of the registration of any Security in respect of its Mortgaged Property, each Chargor shall promptly supply to the Security Agent a copy of the Title Information Document issued by the Land Registry.

8.6 Power to remedy

Each Chargor shall permit the Security Agent and/or any of its representatives, agents or contractors, when the Security Agent believes that an Event of Default has occurred or might reasonably be expected to occur, to enter any Mortgaged Property and to take any steps which it believes necessary in relation to that Mortgaged Property. Each Chargor shall immediately on demand by the Security Agent pay the costs and expenses of the Security Agent, its representatives, agents or contractors incurred in connection with any action taken under this Clause.

8.7 Notice of charge or assignment

- (A) Following a Default which has occurred and is continuing, each Chargor shall promptly serve a notice of charge or assignment, substantially in the applicable form as set out in Schedule 11 (*Notice to Tenants*) on each tenant of any Mortgaged Property.
- (B) Following a Default which has occurred and is continuing, each Chargor shall use all reasonable endeavours to ensure that each person referred to in Clause 8.7(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 11 (*Notice to Tenants*).

9. Investments

9.1 Investments

Each Chargor represents and warrants to the Security Agent for the benefit of each Finance Party that:

- (A) the Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right;
- (B) the current constitutional documents of the issuer(s) of the Shares do not and will not restrict or inhibit the transfer of those Shares on creation or the enforcement of the Security Transaction;
- (C) it is the sole legal and beneficial owner of its interests in the Investments; and
- (D) there are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of

any issuer of the Shares (including any option or right of pre-emption or conversion); and

- (E) the Shares are the entire issued share capital of the issuer of those Shares.

9.2 Certificated Investments

Each Chargor on the date of this Deed (or in the case of any certificated Investments acquired after the date of this Deed, as soon as reasonably practicable after that acquisition) shall:

- (A) deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership and blank stock transfer forms in relation to its Shares; and
- (B) following the occurrence of an Enforcement Event, take any action and execute and deliver to the Security Agent any share transfer or other document which may be requested by the Security Agent in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to the Shares; this includes:
 - (1) delivering executed and (unless exempt from stamp duty), pre-stamped share transfers in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank; and
 - (2) procuring that those share transfers are registered by the issuer of the Shares are held and that share certificates in the name of the transferee are delivered to the Security Agent.

9.3 Changes to rights

No Chargor may (except to the extent permitted by the Facility Agreement) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Shares being altered or further Investments being issued.

9.4 Calls

- (A) Each Chargor shall pay all calls or other payments due and payable in respect of its Investments other than any such calls or payments which are being disputed in good faith by the relevant Chargor and in respect of which the Chargor has notified the Security Agent.
- (B) If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any Shares on behalf of the Chargor. Each Chargor shall, within three Business Days of written request, reimburse the Security Agent for any payment made by the Security Agent under this Clause 9.4.

9.5 Other obligations in respect of Investments

- (A) Each Chargor shall promptly copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under Section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of the Shares. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the Chargor.

- (B) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any Investments.
- (C) The Security Agent is not obliged to:
 - (1) perform any obligation of a Chargor;
 - (2) make any payment;
 - (3) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (4) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under the Transaction Security,in respect of any Investments.

9.6 Voting rights before enforcement

Prior to the occurrence of an Enforcement Event:

- (A) subject to Clause 9.7 (*Voting rights after enforcement*), a Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Finance Party;
- (B) if the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) shall exercise the voting rights, powers and other rights in respect of the Investments in any manner which the Chargor may direct in writing but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Finance Party. The Security Agent (or that nominee) shall execute any form of proxy or other document which a Chargor may reasonably require for this purpose;
- (C) subject to Clause 9.7 (*Voting rights after enforcement*), all dividends or other income or distributions paid or payable in relation to any Investments shall be paid in accordance with the provisions of the Finance Documents. To achieve this:
 - (1) the Security Agent or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to that Chargor; or
 - (2) if payment is made directly to the Security Agent (or its nominee) before this Security becomes enforceable, the Security Agent (or that nominee) will promptly pay that amount to that Chargor; and
- (D) subject to Clause 9.7 (*Voting rights after enforcement*), the Security Agent shall use its reasonable endeavours promptly to forward to the relevant Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments.

9.7 Voting rights after enforcement

- (A) Following the occurrence of an Enforcement Event, the Security Agent or its nominee may exercise or refrain from exercising:
- (1) any voting rights; and
 - (2) any other powers or rights which may be exercised by the legal or beneficial owner of any Investments, any person who is the holder of any Investments or otherwise,
- in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of that Chargor and irrespective of any direction given by that Chargor.
- (B) Following the occurrence of an Enforcement Event, the relevant Chargor shall immediately pay all dividends or other monies received by it in respect of the Investments to the Security Agent in accordance with the terms of the Finance Documents.
- (C) To the extent that the Investments remain registered in the name of a Chargor, that Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after this Security has become enforceable.
- (D) Each Chargor shall indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of Investments on the direction of the Chargor.

9.8 Clearance systems

- (A) Each Chargor shall, immediately following the occurrence of an Enforcement Event:
- (1) instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system; and
 - (2) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Investments held in a clearance system.
- (B) Without prejudice to the rest of this Clause the Security Agent may, following the occurrence of an Enforcement Event, at the expense of the Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Investments as necessary.

10. Intellectual Property

10.1 Representations

Each Chargor represents and warrants to the Security Agent for the benefit of each Finance Party that all its Intellectual Property which is material to its business is identified in Schedule 7 (*Intellectual Property*) opposite its name or in the relevant Part of the Schedule to any Deed of Accession by which it become a Party.

10.2 Preservation

Each Chargor shall promptly, if requested to do so by the Security Agent, sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade Marks Register) which either record the existence of the Transaction Security or the restrictions on disposal imposed by the Transaction Security.

11. Book Debts

11.1 Book debts

(A) Each Chargor shall get in and realise its:

- (1) securities to the extent held by way of temporary investment;
- (2) book and other debts and other moneys owed to it; and
- (3) royalties, fees and income of any nature owed to it,

(together, "Book Debts") in the ordinary course of its business (including by factoring or discounting its Book Debts or entering into an agreement for such factoring or discounting) and hold the proceeds of the getting in and realisation (until payment into an Operational Account prior to the occurrence of an Enforcement Event and following the occurrence of an Enforcement Event to any account specified by the Security Agent) on trust for the Security Agent.

11.2 Release of Book Debts

- (A) Prior to the occurrence of an Enforcement Event, the proceeds of the realisation of the Book Debts shall (subject to any restriction on the application of such proceeds contained in this Deed or in the Facility Agreement) be credited to an Operational Account, upon such proceeds being so credited, they shall be released from the fixed charge created pursuant to Clause 3.6 (*Book debts etc.*) and the relevant Chargor shall be entitled to withdraw such proceeds from such Operational Account provided that such proceeds shall continue to be subject to the floating charge created pursuant to Clause 3.14 (*Floating charge*) and the terms of this Deed.
- (B) After the occurrence of an Enforcement Event and except with the prior written consent of the Security Agent, no Chargor shall be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Book Debts standing to the credit of any Operational Account.

12. Bank Accounts

12.1 Restrictions on accounts

Except in respect of the Excluded Accounts or as permitted by the Facility Agreement, no Chargor shall have any accounts other than those specified in Schedule 5 (*Bank Accounts*) and those notified to the Security Agent by the relevant Chargor promptly upon creation.

12.2 Withdrawals from Blocked Accounts

- (A) No Chargor shall withdraw any moneys (including interest) standing to the credit of any of its Blocked Accounts other than:

- (1) with the prior consent of the Security Agent; or
 - (2) in accordance with the terms of the Facility Agreement.
- (B) Following the occurrence of an Enforcement Event, the Security Agent (or a Receiver) may withdraw amounts standing from the credit of a Chargor's Accounts (and any other Account specified in the relevant Part of the Schedule to the Deed of Accession by which it became a Party).

12.3 Withdrawals from Operational Accounts

- (A) Prior to the occurrence of an Enforcement Event, each Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Operational Account (excluding all Blocked Accounts) in accordance with the terms of the Facility Agreement.
- (B) After the occurrence of an Enforcement Event, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent.
- (C) A Chargor shall be free to deal with the Excluded Accounts in any manner it shall be required to comply with under the terms and conditions with the account bank applicable to the Excluded Accounts.

12.4 Notices of charge

- (A) Each Chargor shall promptly following execution of this Deed, and promptly following the establishment of an Account (other than an Excluded Account) after the date of this Deed, serve a notice of charge, substantially in the applicable form as set out in Schedule 8 (*Notice to Bank Holding an Account*), on each bank or financial institution at which a Chargor maintains any of its Accounts.
- (B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 12.4(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 8 (*Notice to Bank Holding an Account*).

13. Contracts

13.1 Representations

Each Chargor represents and warrants to the Security Agent for the benefit of each Finance Party that:

- (A) all payments to it by any other party to any of its Assigned Contracts are not subject to any right of set-off or similar right;
- (B) each of its Assigned Contracts is its legally binding, and enforceable obligation;
- (C) it is not in default of any of its obligations (in any material respect) under any of its Assigned Contracts;
- (D) there is no prohibition on assignment in any of its Assigned Contracts; and
- (E) its entry into and performance of the Transaction Security will not conflict with any term of any of its Assigned Contracts.

13.2 Documents

Each Chargor shall promptly deliver to the Security Agent executed originals of all Assigned Contracts as now in effect and as requested by the Security Agent and shall promptly deliver such other documents relating to the Assigned Contracts as the Security Agent reasonably requires.

13.3 No variation etc

No Chargor shall:

- (A) amend, vary or waive (or agree to amend, vary or waive) any provision of any Assigned Contract, exercise any right to rescind, cancel or terminate any Assigned Contract or release any counterparty from any obligations under any Assigned Contract;
- (B) waive any breach (in any material respect) by any counterparty to an Assigned Contract or consent to any act or omission which would otherwise constitute such a breach of an Assigned Contract; or
- (C) novate, transfer or assign any of its rights under any Assigned Contract.

13.4 Breach

Each Chargor shall notify the Security Agent of any breach of or default under an Assigned Contract by it or any other party and any right of it or any other party arising to terminate or rescind an Assigned Contract promptly on becoming aware of the same.

13.5 Information

Each Chargor shall promptly provide the Security Agent with any information it reasonably requires in relation to any Assigned Contract.

13.6 Rights

- (A) Subject to the rights of the Security Agent under Clause 13.6(B), each Chargor shall diligently pursue its rights under each of its Assigned Contracts, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default.
- (B) Following the occurrence of an Enforcement Event, the Security Agent may exercise (without any further consent or authority on the part of a Chargor and irrespective of any direction given by a Chargor) any of that Chargor's rights under its Assigned Contracts.

13.7 Notices of charge or assignment

- (A) Each Chargor shall promptly following the execution of this Deed, and promptly following the designation of a contract as an Assigned Contract after the date of this Deed, serve a notice of assignment, substantially in the applicable form as set out in Schedule 9 (*Notice to Counterparty to Assigned Contract*) on each counterparty to an Assigned Contract.
- (B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 13.7(A) acknowledges receipt of that notice, substantially in the

applicable form as set out in Schedule 9 (*Notice to Counterparty to Assigned Contract*).

14. **Plant and Machinery**

14.1 **Maintenance**

Each Chargor shall keep its plant and machinery in good repair and in good working order and condition (excepting reasonable wear and tear in the ordinary course of business).

14.2 **Nameplates**

Following a Default which has occurred and is continuing, each Chargor shall take any action which the Security Agent may reasonably require to evidence the interest of the Security Agent in its plant and machinery.

15. **Insurances**

15.1 **Rights**

- (A) Subject to the rights of the Security Agent under Clause 15.1(B), each Chargor shall diligently pursue its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default.
- (B) Following the occurrence of a Default which is continuing, the Security Agent may exercise (without any further consent or authority on the part of a Chargor and irrespective of any direction given by any Chargor) any of the rights of a Chargor in connection with any amounts payable to it under any of its Insurances.
- (C) Each Chargor shall take such steps (at its own cost) as the Security Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor.
- (D) Each Chargor shall hold any payment received by it under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest on trust for the Security Agent, until applied in accordance with the terms of the Finance Documents.

15.2 **Notices of charge or assignment**

- (A) Each Chargor shall promptly following the execution of this Deed, and promptly following the entry into an Insurance after the date of this Deed, serve a notice of charge or assignment, substantially in the applicable form as set out in Schedule 10 (*Notice to Insurers*), on each of its insurers in respect of each of its Insurances.
- (B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 15.2(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 10 (*Notice to Insurers*).

16. **Representations**

Each Chargor represents and warrants to the Security Agent for the benefit of each Finance Party that from the Closing Date and subject to the Legal Reservations the Transaction Security:

- (A) creates (or, once entered into, will create) in favour of the Security Agent, the Security which it is expressed to create, fully perfected and with the ranking and priority it is expressed to have; and
- (B) is not liable to be avoided or set aside on its liquidation, administration or otherwise.

17. **Enforcement**

17.1 **When enforceable**

The Transaction Security shall be immediately enforceable if an Enforcement Event occurs.

17.2 **Power of sale**

The statutory powers of sale, of appointing a receiver and the other powers conferred on mortgagees by Section 101 of the LPA (*Powers incident to estate or interest of mortgagee*) as varied and extended by this Deed shall arise on the date of this Deed.

17.3 **Section 103 of the LPA**

Section 103 of the LPA (*Regulation of exercise of power of sale*) shall not apply to this Deed.

17.4 **Section 93 of the LPA**

Section 93 of the LPA (*Restriction on consolidation of mortgages*) shall not apply to this Deed.

17.5 **No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver or Delegate shall be liable, by reason of entering into possession of any Charged Property, to account as mortgagee in possession for any loss on realisation of for any default or omission for which a mortgagee in possession might be liable, save where caused by its gross negligence or wilful misconduct.

17.6 **Privileges**

The Security Agent, each Receiver and each Delegate is entitled to all the rights, powers and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA except that Section 103 of the LPA (*Regulation of exercise of power of sale*) shall not apply to this Deed.

17.7 **No duty to enquire**

No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire:

- (A) whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (B) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (C) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights; or

(D) as to the application of any money borrowed or raised.

17.8 Protection to purchasers

All the protection to purchasers contained in Sections 104 (*Conveyance on sale*) and 107 (*Mortgagee's receipts, discharges etc.*) of the LPA, Section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate.

17.9 Financial collateral arrangements

- (A) To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "Regulations") apply to any Charged Property, the Security Agent shall have the right to appropriate any Charged Property which constitutes "financial collateral" (as defined in the Regulations) in or towards the satisfaction of the Secured Liabilities.
- (B) The value of any Charged Property appropriated in accordance with this Clause 17.9 shall be:
 - (1) in the case of cash, the amount of the cash appropriated; and
 - (2) in the case of any Investments, their market value as determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select (acting reasonably).
- (C) Each Chargor agrees that the method of valuation provided for in this Clause 17.9 is commercially reasonable for the purposes of the Regulations.

18. Receiver

18.1 Appointment of receiver

- (A) The Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Charged Property if:
 - (1) an Enforcement Event occurs; or
 - (2) requested to do so by the Chargor.
- (B) Any appointment under Clause 18.1(A) may be by deed, under seal or in writing under hand.

18.2 Removal

The Security Agent may by writing under hand remove any Receiver appointed by it and may appoint a new Receiver in place of any Receiver whose appointment it may have terminated.

18.3 Remuneration

The Security Agent may determine the remuneration of any Receiver appointed by it and direct payment of that remuneration out of moneys received by it as Receiver. The maximum rate specified in section 109(6) of the LPA shall not apply to this Deed.

18.4 Agent of Chargor

- (A) Any Receiver will be deemed to be the agent of the Chargor for all purposes. Each Chargor alone is responsible for all contracts, engagements, acts, omissions, defaults, remuneration and all other costs, losses and expenses of a Receiver and for liabilities incurred by a Receiver.
- (B) No Finance Party will incur any liability (either to a Chargor or any other person) by reason of its appointment of a Receiver.

18.5 Security Agent's rights

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Property.

19. Powers of Receiver

19.1 General

- (A) A Receiver has all of the rights, powers and discretions set out below in this Clause 19 in addition to those conferred on it by any law, including all the rights, powers and discretions conferred on a receiver under the LPA and a receiver or an administrative receiver under the Insolvency Act 1986.
- (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.

19.2 Possession

A Receiver may take immediate possession of, get in and collect any Charged Property.

19.3 Carry on business

A Receiver may carry on the business of a Chargor in any manner he thinks fit.

19.4 Employees

- (A) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (B) A Receiver may discharge any person appointed by a Chargor.

19.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Charged Property either in priority to the Security created by this Deed or otherwise and generally on any terms and for whatever purpose which he thinks fit.

19.6 Sale of assets

- (A) A Receiver may sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (B) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (C) Fixtures, other than fixtures of any landlord or of any tenant under a lease, may be severed and sold separately from the property containing them without the consent of a Chargor.

19.7 Leases

A Receiver may let any Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

19.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of a Chargor or relating in any way to any Charged Property.

19.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Property which he thinks fit.

19.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property.

19.11 Subsidiaries

A Receiver may form a Subsidiary of a Chargor and transfer to that Subsidiary any Charged Property.

19.12 Delegation

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

19.13 Lending

A Receiver may lend money or advance credit to any customer of a Chargor.

19.14 Protection of assets

A Receiver may:

- (A) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Charged Property;
- (B) commence and/or complete any building operation; and
- (C) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

19.15 **Other powers**

A Receiver may:

- (A) do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (B) exercise in relation to any Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Charged Property; and
- (C) use the name of a Chargor for any of the above purposes.

20. **Power of Attorney**

20.1 **Appointment**

Each Chargor by way of security irrevocably appoints the Security Agent, any Receiver and any Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise as such time and in such manner as the attorney may think fit:

- (A) following the occurrence of a Default which is continuing, to do anything which that Chargor is obliged to do under any Finance Document; and
- (B) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Property or under any Finance Document, the LPA or the Insolvency Act 1986.

20.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this Clause 20, provided such action or omission is not in breach of this Clause 20.

21. **Tacking**

Each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

22. Delegation

22.1 Delegate and sub-delegates

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

22.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) as the Security Agent or any Receiver thinks fit.

22.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to a Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

23. Preservation of Security

23.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of a Chargor or any security for those obligations or otherwise) is made by the Security Agent in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under the Transaction Security will continue or be reinstated as if the discharge, release or arrangement had not occurred.

23.2 Waiver of defences

The obligations of each Chargor under the Transaction Security will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under the Transaction Security (and whether or not known to it or any Finance Party) including without limitation:

- (A) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (B) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (C) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor (other than an express release of the relevant Chargor itself as evidenced in writing) or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (E) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security;

- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (G) any insolvency or similar proceedings.

23.3 Immediate recourse

Each Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under the Transaction Security. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

23.4 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, any Finance Party (or any trustee or agent on its behalf) may:

- (A) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (B) hold in an interest-bearing suspense account any moneys received from a Chargor or on account of a Chargor's liability under the Transaction Security.

23.5 Deferral of Chargor's rights

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Transaction Security:

- (A) to be indemnified by a Chargor or any other person;
- (B) to claim any contribution from any other guarantor of a Chargor's obligations under the Finance Documents;
- (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
- (D) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which a Chargor has given a guarantee, undertaking or indemnity under any other Finance Document;
- (E) to exercise any right of set-off against any Chargor or other person; and/or
- (F) to claim or prove as a creditor of any Chargor or other person in competition with any Finance Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 33 (*Payment Mechanics*) of the Facility Agreement.

24. Company as Agent

24.1 Each Chargor irrevocably appoints the Company to execute on its behalf any Deed of Accession by which an Additional Chargor becomes a Party and pursuant to which the Chargor agrees to all matters provided for in the Deed of Accession.

24.2 Each Chargor agrees that any Deed of Accession executed by the Company pursuant to Clause 24.1 shall be binding on the Chargor to the same extent as if the Chargor had executed such a Deed of Accession itself and agrees to do all such other acts or things, and execute all such other documents and deeds, as the Company may require to evidence that fact.

25. Enforcement Expenses

25.1 Enforcement expenses

Each Chargor shall, within three Business Days of demand, pay to the Security Agent the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Security Agent, any Finance Party, any Receiver or any Delegate in connection with the enforcement of or the preservation of any right under the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing those rights.

25.2 VAT

Clause 16.7 (VAT) of the Facility Agreement shall also apply to any amount payable under a Finance Document to any Receiver or Delegate with all necessary changes.

26. Changes to the Parties

26.1 Assignments and transfer by the Chargors

No Chargor may assign any of its rights or transfer any of its rights or obligations under the Transaction Security.

26.2 Assignment and transfer by the Finance Parties

Any Finance Party may assign any of its rights or transfer any of its rights or obligations under the Transaction Security to any person to which it is permitted to assign its rights or transfer any of its rights or obligations to under the terms of the Facility Agreement.

27. Payments

27.1 Payments

All payments by a Chargor under the Transaction Security (including damages for its breach) shall be made in the currency in which the relevant amount is denominated, or if

different, is payable and to such account, with such person and such other manner as the Security Agent may direct.

27.2 Continuation of accounts

- (A) At any time if any subsequent Security affects any Charged Property or a petition is presented or resolution passed in relation to the winding-up of a Chargor, any Finance Party may open a new account in the name of that Chargor (whether or not it permits any existing account to continue).
- (B) If a Finance Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred.
- (C) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce any Secured Liabilities.

27.3 Order of distributions

All amounts received or recovered by the Security Agent or any Receiver or Delegate in the exercise of their rights under the Transaction Security shall be applied in the order set out at clause 16 of the Intercreditor Agreement.

27.4 No set-off by Chargors

All payments to be made by a Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

28. Release of Security

28.1 Release

At the end of the Security Period the Security Agent shall at the request and cost of the Chargors, take whatever action is necessary to release the Charged Property from the Security created by or expressed to be created by the Transaction Security.

28.2 Retention

If the Security Agent considers that any amount paid or credited to it under a Finance Document is reasonably likely to be avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid.

28.3 Permitted Disposals

Where a Chargor makes a disposal permitted by the terms of the Facility Agreement, the Security Agent shall at the request and cost of the relevant Chargor, take all or any action (including the provision of a letter of non-crystallisation) necessary to release the Charged Property which is the subject of such disposal from the security constituted by this Deed.

29. Counterparts

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

30. **Governing Law**

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

31. **Enforcement**

31.1 **Jurisdiction**

- (A) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non contractual obligations arising out of or in connection with this Deed) (a "Dispute").
- (B) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (C) This Clause 31.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1 : THE ORIGINAL CHARGORS

Name of Chargor	Jurisdiction of Incorporation or Establishment	Registration Number
Porvair plc	England and Wales	01661935
Porvair Sciences Limited	England and Wales	02047818
Porvair Filtration Limited	England and Wales	03115555
Porvair Filtration Group Limited	England and Wales	00888596
Seal Analytical Limited	England and Wales	04008521
Kbiosystems Limited	England and Wales	02389004

SCHEDULE 2 : MORTGAGED PROPERTY

None.

SCHEDULE 3 : INVESTMENTS

PART 1: SHARES

Chargor	Name of Company	Class of Share	Number of Shares Held
Porvair plc	Porvair Filtration Limited	Ordinary	3,730,000
Porvair plc	Seal Analytical Limited	Ordinary	230,115
Porvair Filtration Limited	Porvair Sciences Limited	Ordinary	125,005
Porvair Filtration Limited	Porvair Filtration Group Limited	Ordinary A	3,823,620
Porvair Filtration Limited	Porvair Filtration Group Limited	Ordinary B	14,384,100
Porvair plc	Kbiosystems Limited	Ordinary	58,000

PART 2: OTHER INVESTMENTS

None.

SCHEDULE 4 : ASSIGNED CONTRACTS

None.

SCHEDULE 5 : BANK ACCOUNTS

PART 1: OPERATIONAL ACCOUNTS

No.	Bank name	Entity Name	Account Number	Sort Code	Account Type	IBAN	Currency
1.	Barclays Bank plc	Porvair Filtration Group Ltd - New Milton division			Current account		GBP
2.	Barclays Bank plc	Porvair Filtration Group Ltd - New Milton division			Euro		EUR
3.	Barclays Bank plc	Porvair Filtration Group Ltd - New Milton division			Dollar		USD
4.	Barclays Bank PLC	Porvair Filtration Group Ltd - Segensworth division			Current account		GBP
5.	Barclays Bank PLC	Porvair Filtration Group Ltd - Segensworth division			Euro		EUR
6.	Barclays Bank PLC	Porvair Filtration Group Ltd - Segensworth division			Dollar		USD
7.	Barclays Bank PLC	Porvair plc			Overdraft		GBP
8.	Barclays Bank PLC	Porvair plc			Dollar		USD
9.	Barclays Bank PLC	Porvair plc			Euro		EUR
10.	Barclays Bank PLC	Porvair plc			Dividend		GBP
11.	Barclays Bank PLC	Porvair plc			Unclaimed Dividend		GBP
12.	Svenska Handelsbanken AB	Porvair plc			Current account		GBP
13.	Svenska Handelsbanken AB	Porvair plc			Euro		EUR

14.	Svenska Handelsbanken AB	Porvair plc	██████	██████	Dollar	██████████	USD
15.	Barclays Bank PLC	Porvair Sciences Limited	██████	██████	Current account	██████████	GBP
16.	Barclays Bank PLC	Porvair Sciences Limited	██████	██████	Euro	██████████	EUR
17.	Barclays Bank PLC	Porvair Sciences Limited	██████	██████	Dollar	██████████	USD
18.	Barclays Bank PLC	SEAL Analytical Limited	██████	██████	Current account	██████████	GBP
19.	Barclays Bank PLC	SEAL Analytical Limited	██████	██████	Euro	██████████	EUR
20.	Barclays Bank PLC	SEAL Analytical Limited	██████	██████	Dollar	██████████	USD
21.	Royal Bank of Scotland	Kbio Systems Limited	██████	██████	Current account	██████████	GBP
22.	Royal Bank of Scotland	Kbio Systems Limited	██████	██████	Current account	██████████	GBP
23.	Royal Bank of Scotland	Kbio Systems Limited	██████	██████	Euro	██████████	EUR
24.	Royal Bank of Scotland	Kbio Systems Limited	██████	██████	Dollar	██████████	USD

PART 2: BLOCKED ACCOUNTS

Mandatory Prepayment Account

SCHEDULE 6 : PLANT AND MACHINERY

Owning Company	Asset
Porvair plc	Ceridian Payroll System
	Office Blinds
	IT upgrade new HP server
	IT upgrade new HP server - Licences
	IT upgrade 4 Desktops 3 Laptops
	AB Laptop, Printer
	Swansea office fit out
	CT Desktop & Surface Pro II
	SR Desktop & Surface Pro III - IS Laptop
	IT upgrade new HP server FY2015
	IT upgrade new HP server - Licences FY2015
	IT upgrade 5 Desktops
	CT laptop
	CCTV System
	IS Laptop
	New Air condition Unit in Server Room
	LC/JM Laptops
	SR Laptop
	BS iPad
	CT Laptop
	JM Desktop/Laptop (office and home)
	MO Laptop

Owning Company	Asset
Seal Analytical Limited	IT Hardware - 0422
	Customer Service Desktops
	New Server
	New LapTop - N Watson
	Laptop MS Surace Laptop - AG
	Surface Computers (SV, GM)
	Surface Computers
	Laptop Dell Latitude 7300 Sophie Cocking
	Laptop Asus Pro BM031 Laurent Clousier
	Dell Latitude 5511 - Sarah (admin)
	Laptop Dell Latitude Liam Mair
	Office Fittings - 0420
	Rapid Racking
	MK Scales
	Partitioning, electrical in Talisman
	6x Office chairs
	Fridge
	Ikea furniture
	Mobile bench and Worktop
	Signs and window films
	Cabling for intercom and Mitel Phone System
	Office furniture
	Conference screen
	Office chairs x6
	6 x Vertical Blinds for 3 Talisman Business Centre
	Other Equipment - 0310
	AQ2 - Mould redesign
	Key Lab
	AQ2 new case mould cost
	SEAL Signage

Owning Company	Asset
Porvair Filtration Limited	Mezzanine Fans and Heat Extractors AUTOMATED PIN WELDING PROJECT KM80T MOULD PRESS WITH 50T BARREL END CAP PREP ELECTRICAL SUPPLY, NETWORK & CABLING TO SUPPORT NEW MACHINES TSI 3340A SPECTROMETER AND ACCESSORIES LEV EXTRACTION FOR OVEN IN SKYDROL ROOM DOCUWARE COLD START TEST FACILITY

Owning Company	Asset
Porvair Filtration Group Limited	JENAVERT MICROSCOPE
	BRIDGEPORT Vertical Mill BR2J
	Manual Welding Turntable - VBC
	Lincoln Electric Invertec V160
	J&S GRINDER - SURFACE 540
	SPARK ERODER - Electro Dischar
	PLEATER R188/100
	TPS TIG 200 WELDING SET
	Manual Welding Turntable - VBC
	ULTRASONIC WELDER(1127) - Tels
	RESIN DISPENSER (X 2 & Turntab
	PLEATED DISC PRESS TOOL
	PRESSURE TRANSDUCER
	WILLETT PLASTIC PRE PUMP
	7" BLANK CAPSULE TOOL
	FORM TOOLS FI1738&9
	HEAT SEALING MACHINE
	PLEATING MACHINE/CORRUGATOR FR
	ARBURG MOULDING M/C 221-75-350
	Manual Welding Turntable - VBC
	LINEAR SEAM WELDER
	TPS TIG 200 WELDING SET
	1 HAND HYDRAULIC STACKER - SHE
	SLITTER-10115
	SLITTER-10115
	LARGE CREST ULTRASONIC CLEANER
	VMS LID MOULD WILLETT
	INLET ADT MOULD WILLETT
	MOULD TOOL HEATER 12C GWK (Shi
	Lincoln Electric Invertec V160
	MOULD TOOL HEATER STM
	7" CAPSULE FIBRE WASHER
	DOMINO FIA 1937
	Manual Welding Turntable - VBC
	HARD HUB CAPSULE
	HEAD CASTING
	COURTAULDS PRESS TOOL
	SWAGELOCK FILTER
	7" CAPSULE CHILLS

Owning Company	Asset
	COURTAULDS PRESS TOOL ENDISCOPE - INSPECTION FLEXILU RIMMED DISC 5/8" COURTAULDS JETPACK PARTICLE COUNTING SYSTEM - PC 12" CAPSULE TOOLING FLUSHING FIXTURE FF10175 TOOL & SAMPLES FOR MF030 MANUMOLD 7730 MOULDING M/C No J & S - PRECISION GRINDER CYL 1m LINEAR SEAM WELDER FF 7882 FMS VENTURII SPLASH FF 10522 PLEAT PACK TABLE - FF 8110 EXPLOSIVE RELIEF PANEL & OVEN Video Microscope (monitor & li REGLOPLAS 8KW WATER HEATER for PANASONIC KX-TD 816 SYS-1A&B DOM FILT HOUSING FF10932 CRUSHING TOOL FF12639 ADDITION TO PANASONIC PHONES JOY UNRIM'D DISC 7.5 mm FF1286 LIQUILIAZ PARTICLE COUNTER PULSE JET FILTER LID SWITCH STRIKER PRESS TOOL ARBURG MOULDING M/C 305-210-70 DIGITAL TELEPHONE EXT 213 REVERSE OSMOSIS UNIT - PRIMA END CAPPING SYSTEM END CAPPING SYSTEM FILTO-BENCH - IND. AIR FILTER GERVER GG4 HAND SHEAR - GUILLO FI2763 HEAD CASTING PATTERN METER PLEAT PACK CRUSHER ARC LENGTH CONTROLLER &SLIDE DRIER & HOPPER TT157EA&SHD50 TROLLEYS 6 OFF UNIT 4 PANASONIC KX-TD 816 SYS-UNIT4 PULSED TIG WIRE FEEDER S.N. 22 FILTER WELDING MACHINE - 2 OFF

Owning Company	Asset
	<p>TOOL FOR END CAP MACHINE</p> <p>MARKING SYSTEM TECHNIFOR LTD</p> <p>AIR COMPRESSOR HPC SM8RM - Hyd</p> <p>CAT 5 CABLING & CABINET</p> <p>CREST GENESIS GENERATOR / CLEA</p> <p>MANUMOULD 77/30 SN5000</p> <p>MANUMOULD 77/30 SN5048</p> <p>ARBURG MOULDING M/C 221-75-350</p> <p>UNWIND STATIONS - 2 OFF</p> <p>ARBURG ALLROUNDER 320</p> <p>ISDN TELEPHONE SYS UPGRADE</p> <p>2 * PANASONIC PHONES & INSTALL</p> <p>TPS FRONIUS TRANSTIG 1700-G WE</p> <p>PEEK IN LINE FILTER TOOL</p> <p>Manumold 77/30</p> <p>ULTRASONIC WELDER</p> <p>KERRY - PULSATRON KC14 100W UL</p> <p>SPOT WELDER - Model FW2P</p> <p>WATER CIRCULATING TEMP CONTROL</p> <p>HORIZ INJECTION MOULDING MACHI</p> <p>UNIT 30 SET-UP CAP WATER RIG</p> <p>ARBURG 221075-350 - DEPOSIT</p> <p>Monitor for Sandretto Euromap</p> <p>ARBURG 221075-350 - BALANCE</p> <p>END CAPPING MACHINE</p> <p>FAN ASSIST CONVECTION LAB OVEN</p> <p>PARKER - NORTHANTS PEDEDTRIAN</p> <p>MF TOOLING FOR END CAPPER</p> <p>MF TOOLING FOR END CAPPER</p> <p>MF TOOLING FOR END CAPPER</p> <p>Scutter sa-23 (granulator) - G</p> <p>ultrasonic welding equipment</p> <p>Lincoln Electric Invertec V160</p> <p>ultrasonic welding equipment</p> <p>new air compressor - Pulsair S</p> <p>Spacer Mould tube tool</p> <p>TOYOTA VAN HG53 PYW</p> <p>2 impression filter mould tool</p> <p>MJ Allen - Hare/AIR Press ref</p>

Owning Company	Asset
	<p>2*Moulding machines (Selec 90 SLITTING MACHINE DELCO REMY TOOL HP Designjet 500 Plotter Fronius Transtig Welding Set 1 Optiplex GX280 Minitower - DA TOOL-TEMP - TT240 Oil Heater Magic Cleaner - TPS-FRONIUS LT COBRA TOOL & DIE LTD Spot Welder - Model TE25 In-House Work on FFI05/01 Peek Cavity Inserts (Cobra Tool & End Capping Machine - From Mic Ultrasonic Welding System UPS- Forklift Truck - Access Platfo Forklift Truck Ultrasonic Welding System UPS- Slitting Machine - From Microf NEW TOOLS FOR MF20034/7 Used D1-4 Mount, key operated Used Harrison M300 Straight Be New Europa Milltech 2000VS Tur 4 Impression Mould Tool for An TEST EQUIPMENT UNIT 30 Titanium Sonotrode x 2 VACUUM SEALER Packing Machine - Autobag AB18 3 off Plumbed Water Chillers Dell Server ENDCAPPING TOOLING MACHINE Plasma Set - Ultima 150 Weldin END CAPPING MACHINE SLITTING MACHINE RABOFSKI PLEATOR Water Chiller - 41.7kw Incl Pi HORIZ Injection Moulding Machi EVO Chiller Sandretto Moulding Machine - 2 Cobra Tooling - Tooling job fo</p>

Owning Company	Asset
	<p>Canon Photocopier IR3025n</p> <p>Spot Welder (with controller)</p> <p>Moulding Machine - 90Tonne - D</p> <p>Shini SG-2042 Granulator</p> <p>4 Impression Mould Tool re-too</p> <p>5 Impression Mould Tool re-too</p> <p>TAE M10 Evo Chiller</p> <p>Modification to Mould Tool for</p> <p>New Europa Milltech 2000VS Tur</p> <p>Replacement Moulding Machine -</p> <p>Laser Etcher - Maxbox Plus Ele</p> <p>Power Bending Rolls</p> <p>Replacement Exchanger Server</p> <p>Replacement Application Server</p> <p>Laser Etcher - Maxbox Plus Ele</p> <p>Laser Etcher (Part payment)</p> <p>Laser Etcher - Maxbox Plus Ele</p> <p>Laser Etcher - Maxbox Plus Ele</p> <p>Laser Etcher - Maxbox Plus Ele</p> <p>Screw Compressor</p> <p>VERTROD SEAM WELDER</p> <p>Bar-Coding Installation</p> <p>Bar-Coding Installation</p> <p>Spin Welder inv 52552 - XSW Se</p> <p>Spin Welder Astro-Med Inc - 52</p> <p>Microprint Filter</p> <p>Mould Tool - Xfurth</p> <p>Laptop for DA (inv from MFX)</p> <p>Electrical update for Unit 4 (</p> <p>Dell Latitude E5500 Laptop - M</p> <p>Microsoft Office 2010 (£2000)</p> <p>2 off Computers (MH & RF)</p> <p>Inprinta Branding & Website</p> <p>Hydraulic Hare Press</p> <p>Mould Tools (for Capsule Filt</p> <p>SLITTING MACHINE</p> <p>Seam Welder (1 part Smartdrive</p> <p>Syspro Implementation</p> <p>Seam Welder (1 part Smartdrive</p>

Owning Company	Asset
	K3 Training of Syspro Bubble Test Rig & Ancillaries OVEN MICROFILTRATION FLOW TESTER Air Dust System - Ambient Air Manual Welding Turntable (Repl Capsule / Damper Unit FOR CITR Moulding Machine MOULD TOOL MADE AT 2FI 4 Station filter pack end capp Hotplate with temp controller Drying Oven Transfer fro Water Heater for Mould Machine Citronix Filter Development - Citronix Filter Development - Replace Welding Loan set from Bead Blast Cabinet & Dust Extr Microprint & Microcap - Part n Harrison 460 Lathe - Serial No Replacement Surface Grinder PF NPT microcap capsule Instapak 901 System (does this Welding Turntable - serial 309 Mini Mill CNC machine Water Heaters X 2 MICROFILTRATION WATER RIG Upgrade server Carbolite Drying oven Second hand lathe Telsonic Weld analysis equipme Upgrade server CANON PHOTOCOPIER C5235I NIKON SHADOWGRAPH PROJECTOR BENCHES CONTAINER FIRE EXTINGUISHERS FUMED CUPBOARD GYM EQUIPMENT LAB EQUIPMENT

Owning Company	Asset
	MOVING COSTS PART OF FIT OUT PROCESS GAS RACKING SCISSOR LIFT VENTILATION BOILER SYSTEM FIRE SECURITY HEATING SYSTEM LIGHTING NEW WINDOWS PHONES/COMPUTERS CCTV PROJECTION SYSTEM FURNITURE VENDING MACHINE BUILDING WORK ELECTRICAL ELECTRICAL PARTS FEES PART OF BUILDING POINTING OF WALL PROPERTY PURCHASE PRICE LAND ROOFING SPRINKLER SYSTEM Karcher B40W Scrubber Dryer 40ft New Build Container FIRST FLOOR ACCESS AREA 52 WATER HEATERS BIKE SHED MOFICATION PROTIG 300AC - AIRPROD FILTERS POROMETER 4 - 3400 ABUS ESK GANTRY CRANE PROTIG 300AC Compressed Air Drier EXTENSTION OF DUCTWORK WARCO LATHE & STAND ATLAS COMPRESSED AIR DRYER

Owning Company	Asset
	MULTIQUICK CLAMPING TOOL & KEY JCEM PLEATER & MODIFICATIONS FUHO VBS1610CE VERTI BANDSAW WAYTRAIN UE250A MANUAL BANDSAW INJECTION MOULD TOOL GLIDE OUT RACKING SYSTEM INJECTION MOULD TOOLS BLUE BAR MACHINE 2M SEAM WELDER WITH WIRE FEED INTEGRITY TESTER FOR MICROELECTRONICS MINI FILTERS CLEANROOM EQUIPMENT - MF FILTER Clicker Press INVERTEC 220 TPX & WELDSET WIRELESS NETWORK ACCESS POINTS SEAM CHILL TOOLING FOR DAHLMAN 2 X 220 TPX TIG WELDING SETS TEMPERATURE CONTROL UNITS GUILLotine & ROLLING MACHINE INKJET LABEL PRINTER SKODA SUPERB ESTATE XY TABLE FOR ULTRASONIC WELDER 4-LUG & OPTIVENT TOOL EXTRACT UNIT 12 KEMPER MINIFIL EXTRACT UNITS KEMPER MAXIFIL CO-ORDINATE MEASURING MACHINE PIRANHA IIIA TUNGSTEN GRINDER Power Swager HAND HELD SEALER VIDEOJET LASER PART MARKER HOP LOADERS & DRIER STANDS 4 X CANTILEVER STORAGE SYSTEMS DALMAN ASSEMBLY FIXTURE GASKET PRESS TOOL DECANTING EQUIPMENT ULTRANSONIC WELDING MACHINE FW2 RW MACHINE CONTROLLER SLITTER XY TABLE LARGE DRYER FOR DAHLMAN/SAGISA

Owning Company	Asset
	<p>LED LIGHTING</p> <p>CRATE STORE</p> <p>LINPIC CAROUSEL STORAGE SOLUTION</p> <p>BOFA DP400 EXTRACTOR UNITS</p> <p>ISOTATIC TOOLING (@ WREX)</p> <p>SENER PILOT VESSEL (@ SPAIN LAB)</p> <p>1937 PRESS TOOL</p> <p>MOULD PRESS KM250T</p> <p>DONALDSON TOOLING (@ WREX)</p> <p>WELDING BENCH (SLEE)</p> <p>WELDING BENCHES X2</p> <p>OPTICAL COMPUTER</p> <p>HARDINGE SECOND OP TOOLS X 2</p> <p>LAMINAR FLOW CABINET</p> <p>RABOSKY PLEATING MACHINE R88/60</p> <p>OVEN HL36</p> <p>BOREScope (MINI) x 2</p> <p>SHELVING UNITS 6 OFF</p> <p>EMBUR 1000 ECM UNIT</p> <p>FORK LIFT TRUCK TOYOTA 2FBE15</p> <p>WELDING LATHE TURNTABLE</p> <p>RABOSKY MARKING FOLDING MACHINE</p> <p>DC POWER SUPPLY</p> <p>TRIMOS MINI VERTICAL</p> <p>DEAD WEIGHT TESTER</p> <p>KYOWA MICROSCOPE</p> <p>METTLER ELECTRONIC BALANCE</p> <p>MICROPLASMA KIT</p> <p>WATER CHILLER IC5</p> <p>EDWARDS & PEARSON 3.5MM POWER GUILLOTINE</p> <p>ELITE CABINET A1 SIZE DEPT.42</p> <p>ELITE CABINET A2 SIZE DEPT.42</p> <p>ELITE CABINET A3 SIZE DEPT.42</p> <p>TOYOTA FORK LIFT TRUCK 42-7FGF15</p> <p>GAUSSMETER, PROBE (AXIAL)</p> <p>PNEUMAX PACK CRUSHER</p> <p>RIG FLOW BUILDUP & COLLAPSE 8815</p> <p>COLLAPSE TEST RIG FLOW FATIGUE</p> <p>AUTOMATIC BOTTLE SAMPLER</p>

Owning Company	Asset
	ELITE CABINET 1055 ELITE CABINET 1053 Other Sundry Assets HEATING & SMOKE VENTILLATION PARTICLE COUNTER & 400 SENSOR EDWARDS B&P FOLDER BESCO TESA MS454 MICROVAL IMPULSE FATIGUE PRESSURE TEST RIG VACUBLAST UNIT VERTICAL SCREEN GUARD TIG WELDER 140 CHILLER UNIT TAE 121 Semco Turret Mill FLAT SHEET TEST STAND TENSILE TESTING EQUIPMENT MULTI PASS RIG HARRISON M350 GAP BED LATHE Triumph Colchester 2500 MICROPLASMA PACK SLEE BENCH MOUNTED WELD SYSTEM SLEE BENCH MOUNTED WELD SYSTEM SLEE BENCH MOUNTED WELD SYSTEM SLEE BENCH MOUNTED WELD SYSTEM ZEIS IMAGE ANALYSER MICROSCOPE Conquest Hardinge CNC Lathe EDWARDS BENDING ROLLS PRESSURE SWITCH TEST EQUIP PUNCH & DIE SET PUNCH & DIE MICROSCOPE & CAMERA MOTOPOL METALLOGRAPHIC PREP. EQUIP ACU-RITE DRO SYSTEM FOR MASCOT LATHE 3500 AMP WELDING MACHINE PLEAT ROLLER 1 PLEAT ROLLER 2 KEROSENE RIG 6000 PSI FLOW RIG 8815 PERMEABILITY PANCAKE FILTER TEST RIG VIBRATING RUMBLER

Owning Company	Asset
	<p> SLEE MICRO-RESIST WELD MACHINE SLEE MICRO-RESIST WELD MACHINE PLASMA WELDER THERMOARC MOTOPOL PULSE JET RIG INDUCTION POWER SUPPLY FOR BRAZING ELEMENT SCISSOR LIFT VIDEO MICROSCOPE PULSE FATIGUE PRESSURE RIG UPGRADE KEROSENE FLOW RIG PLASMA WELDER THERMOARC 150 MAGICWAVE FRONIUS TIG WELDER MESH PRECISION GUILLOTINE DISC TOOLING CAMBRIDGE WELDING TURNTABLE 1 DIE SET & 30 PUNCH INSERTS Ecoca SJ25 CNC Lathe METALLOGRAPHIC WHEEL PUNCH & DIES 1 1/8" - 2 1/5" D DISC TOOLING 0.625" DIA ENVIROMENTAL CHAMBER MT4186 FORM & BLANK TOOL MT4187 FORM AND BLANK TOOL UPSTAND BUTT WELD TOOLING DIGITAL CAMERA JENOPTIK PROGRESS CT5 Bridgeport 800 CNC Mill Ecoca SJ20 CNC Lathe Ecoca SJ20 CNC Lathe Mitre Bandsaw 2ND HAND HYDRAULIC PRESS RESIN BONDING AREA SEBA HOTPLATE Bridgeport 600 CNC Mill Ecoca SJ20 CNC Lathe Brown & Sharp Profile 50 Optic Display units SKYDROLL RIG & FACILITIES STORES RACKING & LIN BINS AUTOMATIC TESTING DPIS PULSE FATIGUE RIG CYLINDER </p>

Owning Company	Asset
	Bridgeport 500 CNC Mill Bridgeport 600 CNC Mill GUILLOTINE 2 MTR TUBE CORRUGATING SLITTING MACHINE ENDOSCOPE WEIGHING SCALES Mesh Cone Press Blanking Tool Sasol & Mosgas Tooling MAPS Project Unit 7 Tooling Microfiltrex Tooling Microtechnica Manifold Lube Oil Rig TOOLING RESISTENCE WELDING M/C FINITE ELEMENT ANALYSIS UNIT 30 SET-UP Ecoca SJ25 CNC Lathe HOT WATER SANITATION RIG TK SOLVER NETWORK LICENCE Production Flow Rig Capsule filter tooling Press Tool NPD 57 & 59 Air Flow Test Rig Environmental Test Chamber Test Rig Compressor 3 HPC CSD 1025FC-T TAE EVO chiller Nomura CNC Lathe Production flow rig equip HARRISON LATHE 400T CAPSULE FILTER TOOLING CAPSULE FILTER TOOLING EMERSON FLOW METERS RACKING LD4 Skydroll Rig INDICATOR RIG PARKER 737 TOOLING Data Acquisition Ecoca SJ25 CNC Lathe

Owning Company	Asset
	<p>Ecoca SJ25 CNC Lathe</p> <p>Pressure Test Rig NGS</p> <p>OFFICE FURNITURE - MD</p> <p>NGS STEAM DRYING RIG</p> <p>MILLING MACHINE EUROPA 5000S</p> <p>Temp Durability & Efficiency Acceptance Test Rig</p> <p>JSF OBIGGS TOOLING - AEROMET</p> <p>JSF Obiggs</p> <p>Blanking Tool MT3772</p> <p>Blanking Tool 133</p> <p>SYSPRO ERP</p> <p>AEROSOL INJECTION SYSTEM</p> <p>AIR CONDITIONONG</p> <p>CHAIRS FOR OFFICES 58 OFF</p> <p>HIAC portable oil diagnostics</p> <p>Carolite Oven - AX30</p> <p>Mazak QT20N CNC Lathe</p> <p>Syspro 5 users & training</p> <p>HARRISON LATHE M250</p> <p>YCM FX350A-H CNC Mill</p> <p>Finglow pressure vessel</p> <p>Clarkson Cutter Grinder</p> <p>Brierley SB25 Grinder</p> <p>Electrochemical machines Toolin</p> <p>Solid Aerosol Generator</p> <p>Airconditioning unit cleanroom</p> <p>ECM 1000 Emform Electrochemical machine</p> <p>Digital printer & scanner</p> <p>Balance for lab AND HR 20-21</p> <p>Vacuum Forming Machine</p> <p>NGS Acceptance fixture</p> <p>Micro Analog</p> <p>PFC Electric unit</p> <p>Fork Lift Truck</p> <p>Refurb unit 1 & 2</p> <p>RefurB unit 1 & 2</p> <p>Refurb unit 1 & 2</p> <p>Refurb unit 1 & 2</p> <p>Office equipment</p>

Owning Company	Asset
	Refurb Plant Unit 1&2 SPRINKLER SYSTEM Refurb Plant Unit 1&2 Refurb Plant Unit 1&2 Refurb Plant Unit 1&2 Refurb Plant Unit 1&2 Refurb Plant Unit 1&2 Refurb Plant Unit 1&2 First article s/w -Inspection Telephone & Cabling Furniture Blinds Fume cupboard - Airzone-X Safelab Refurb Plant Unit 1&2 Refurb Plant Unit 1&2 Temperature control Passivation Tank Rig Guyson Ultrasonic cleaning plant Textest FX 330 General Tooling Refurb unit 2 Resin Dispensing Machine Environmental Test Chamber Guyson Ultrasonic Cleaner New wall unit 2 Furniture Large Carbolite Oven Water Flow Rig for Filtration Lab (RepS ex Vokes) Keyence CCD Optical Micrometer Extraction Fan Website Extraction system Office 2010 Reorganisation Toolturn reorganisation Toolturn reorganisation Photocopiers Toolturn reorganisation NGS Room equipment Leak/proof/testing Finglow software Autocad

Owning Company	Asset
	<p>NGS Room cabinets</p> <p>Pressure sealer</p> <p>Flammable store</p> <p>Carbolite Test Oven</p> <p>Laboratory Oven</p> <p>Phone system</p> <p>Phone system</p> <p>Boiler MF steam rig</p> <p>Ondina Efficiency Testing Rig</p> <p>Viscometer bath</p> <p>Ambient air drying chamber Bubble Point Rig</p> <p>Ambient air drying chamber - IPA Aerotherm</p> <p>IVECO DAILY TRUCK</p> <p>Lathe part</p> <p>Heating system</p> <p>Temptronic Thermo Jet</p> <p>POSCO Twin Axis Lathe</p> <p>CAD sysyem for PAM</p> <p>MT6610</p> <p>MT6611 MT1612</p> <p>POSCO assembly area</p> <p>Form & crop tool MT6667</p> <p>Small welding turntable</p> <p>Air Dryer for Temptronic TP04000A</p> <p>Goodway SW20 Swiss Lathe</p> <p>PAM Deburr Area</p> <p>Part Marking Dot Matrix</p> <p>Resin Dispenser/Renshaw Probe</p> <p>Resin Dispenser</p> <p>Prochem Five Star Floor Cleaner</p> <p>Shadowgraph Profile Projector</p> <p>MS Office Pro 2010</p> <p>VBC Manual Turntables</p> <p>Clifton Bath Ultrasonic Cleaner</p> <p>Pam lighting & floor painting</p> <p>Renishaw Ballbar</p> <p>T/A Equator clocking system</p> <p>Refurb toilets</p> <p>Treadmill</p>

Owning Company	Asset
	Air conditioning Nilfisk Alto Scrubtec 343 Floor cleaner Long bench Autoclave for MF Product Testing Data Acquisition Air Conditioning Server Room Canon Photocopier M081686 Position switch Toolin Lift & Forklift Truck Brimpeck Water Flow Test Rig AWE Bubble Test Rig Ford Focus 1.6 Zetec 5dr Automated Pleating Machine AWE Drying Cabinet & Extract Fan Resin Curing Machine TAE EVO 051 Chiller Unit Tooling for Hamsund from 2FI Redundant Core Switch Virtual Server Configuration Ethernet Circuit Colchester Lathe Guard BOFA V2000 Fume Extraction System HP switch for cabinet Nozzelpro Software CMZ Lathe TC30YS Metcal Soldering Station Helicoil Power Tools Hydraulic Hand Pump with LD4 Hiac Royco 8011 particle counter Microscan F UID Verifier Vertical Machining Axis Mill FXX350 YCM2 Combine Laser Marking Mach FPK Air Bench & Dust Collector Panasonic Oven MOV-212F-PE R&D Lab Integrity Tester Mesh racks for stores Extract System for ECM Machine Dust Extractor Pump for 2nd Hardinge Machine Ecoca SJ25 Lathe Kitagawa 60mm collect chuck Resistor Lead Forming Fixture

Owning Company	Asset
	CMZ Lathe TC 30YS Cabinets WiFi Installation 3D Printer Server for Dashboard Suspended ceiling S/W install Rofin-Baasel Core Setup of MPLS Software Bench grinders/Polishing Machines ELAXA Battery Operated Scissor Punch & Die Blanking Tool CNC Mills Bridgeport Quaser MU204P Ford Focus Estate 1.6 125 Zete KARCHER Floor Cleaner PHOTOMETER SP200 DAS AEROSOLE FREDDY MIDI 200 CLEANER Thread Rolling Projector & Electric Screen Stores Kardex Machine 400 Height Gauges Canon 2520 printer & tray EXTRACTION ELEMENT FILTER CELL IT WORKS FILTER ELEMENT CELL DELL VMWARE HARDWARE ELECTRIC SCREWDRIVER TORQUE AXIA JET HANDRIERS AXIA JET HANDDRIER ELECTRICAL FILTER ELEMENT CELL 28282TSQZ Fan with Tec 11kw Ozone reducing Catalyst Equip - GFN Cleaning Plant CNC LATHES - L12 L32 & 200 GASIFICATION FILTER CLEANING RIG MODIFCATION & PROD TOOLING LED LIGHTING PANELS 600 X 600 CCH SOLVAC T3 CLEANING SYSTEM VODEX DOWNDRAFT AIRBENCH EXTRACTION UNIT PRESS FORM & CROP TOOL MT7396 OZONE NGS LABEL CLAMPS ACCESS - SINGLE SKIN PARTITION

Owning Company	Asset
	<p>CANON IPF770 PLOTTER</p> <p>Q-PULSE COMPLIANCE SYSTEM</p> <p>DEV HOUSINGS MOD & SUPT. FRAME</p> <p>DATA ACQUISITION PACKAGE</p> <p>TUTHILL PUMP & MOTOR - SNECMA NRV PROJECT</p> <p>REPLACEMENT WORKSTATIONS RWELD</p> <p>DOP2200 AEROSOL GENERATOR</p> <p>CREST Powersonic Cleaner</p> <p>SK25T SCB 8 BAR COMPRESSOR</p> <p>DELL PRECISION TOWER XCTO</p> <p>DELL PRECISION LAPTOP</p> <p>LIECA MICROSCOPES E24</p> <p>BRONKHORST VOC TESTING EQUIP NEXT GEN NGS</p> <p>49I UV THERMO PHOTOMETRIC OZONE ANALYSER</p> <p>49I UV THERMO PHOTOMETRIC OZONE ANALYSER</p> <p>FAN 11KW & INVERTER</p> <p>SP200-B PHOTOMETER</p> <p>MT7645 PUNCH & DIE SET</p> <p>GOODWAY GLS2800 CNC LATHE</p> <p>STUART HOTPLATES</p> <p>CARBOLITE OVEN</p> <p>HPR3 HOTPLATES SEBA X 5</p> <p>TESSA HEIGHT GAUGE & GRANITE SURFACE TABLE</p> <p>OZONE RIG DATA ACQUISITION DASYPAB</p> <p>HLRD SENSOR & CABLE MULTIPASS RIG</p> <p>OZONE RIG MONITOR & FLOW CONTL</p> <p>METERMIX RESIN LOADING MACHINE</p> <p>EXTRACTION SYSTEM/FUME CABINET</p> <p>737 2ND GEN TOOLING & PARTS</p> <p>FORM & CROP TOOL MT7711</p> <p>CARBON TOWER FILTER SET</p> <p>SKYDROLL LEV SYSTEM & FAN</p> <p>YCM 3-AXIS NMV76A VERTICAL MILL</p> <p>YCM 3-AXIS NMV76A VERTICAL MILL</p> <p>YCM 5-AXIS NFX380 SP VERTICAL MISS</p> <p>GOODWAY GLS 3300 CNC LATHE</p> <p>GOODWAY GLS 2800 CNC LATHE</p> <p>KARCHER STEAM CLEANER</p> <p>CANON PHOTOCOPIER C3520I</p>

Owning Company	Asset
	PROOF PRESSURE TEST RIG & TANK HERMITICITY TESTER HERMITICITY TESTER CANON PHOTOCOPIER C3320I VODEX FPK AIRBENCH (RR PROJECT) MS EXCHANGE SERVER & LICENSES SCAVENGE PUMP SYSTEM FOR FLOW FATIGUE RIG JIB CRANE & HOIST SWL VODEX POLPROP DUCTED FUME CABINET VODEX POLYPROP DUCTED FUME CABINET SPEEDGLASS AIR WELDING HELMET LYNX EVO STERIO MICROSCOPE & PC BROWN & SHARPE EXCEL 765 CNC MT07909 CATALYST MODULE INSERT SYSPRO DATASWITCH MECHANICAL PRO UPDATE EQUATOR EMPLOYEE PORT 251 LEICA EZ4 MICROSCOPE FORD FOCUS 1.6 TITANIUM ESTATE HIGH FLOW TEST RIG HPC COMPRESSOR POROLUX 100 INC LAPTOP COMPUTE SOLVAC MODEL S1 CLEANING PLANT DETRON GV 210SB & 4TH AXIS OMG32.71 FOR HELICAL FLOWMETER AIR FILTRATION OIL & MIST EXTRACTION SYS 2 X QNAP TS-563 Turbo NAS BOFA EXTRACTION SYSTEM ENDOSCOPE SYSTEM WITH CAMERA VAULT PRO X 15 USERS AIR FILTRATION OIL & MIST EXTRACTION SYS GLS200M GOODWAY CNC MACHINE GAS DETECTION MONITOR & CONTROL UNIT XYZ PRO 3000 MILLING MACHINE XYZ 1440 MANUAL LATHE 2ND HAND HURCO 250 SPARK ERODER PRESS TOOL FOR MN0901956 SYSPRO USER LICENSES X 10 TWIN ARM EXTRACTION SYSTEM FILTERMIST 5400 DUST LOADER SAG 420 - CAVENDISH

Owning Company	Asset
	<p>DATALOGGER & LAPTOP - CAVENDISH</p> <p>DOWNDRAFT TABLE FOR DUST LOADER - CAVENDISH</p> <p>MITUTOYO PJ-A3000 SHADOWGRAPH</p> <p>ROFIN COMBI-LINE F30 LASER PARK MARK</p> <p>FORD TRANSIT CUSTOM 270 TREND</p> <p>IC 412 I-CHILLER (OUTSIDE)</p> <p>WENCOR DPI ATP TOOLING</p> <p>HITACHI SCAN ELECTRON & EDS MICROSCOPE TM4000</p> <p>EXHIBITION STANDS FOR UK & US</p> <p>ITAR ACCESS CONTROL PAM</p> <p>RECIRCULATING FUME CABINET FC-30</p> <p>WATER PURIFICATION SYSTEM SUEZ SELECT FUSION 320</p> <p>MERITUS BENCH MOUNTED RWELD MACHINE</p> <p>DELL MOBILE PRECISION 7530 BTX</p> <p>CANOTEC FINANCE OFFICE PRINTER</p> <p>DOOSAN PUMA GT2600 CNC LATHE</p> <p>LED LIGHTING</p> <p>CANOTEC PRINTER CC2</p> <p>2 EXTRACT FANS COMPRESSOR SHED</p> <p>CAR PARK HEIGHT BARRIER</p> <p>5X KEMPER MINIFIL HIGH VAC EXTRACTION</p> <p>KEMPER MAXIFIL EXTRACTION UNIT</p> <p>4X KEMPER MINIFIL HIGH VAC EXTRACT</p> <p>12X VX1001 FUME & DUST EXTRACT</p> <p>CMM QUANTUM CNC MEASURING MACH</p> <p>QUASER MV204 DEMISTER</p> <p>CITIZEN L12-V11 SLIDING HEAD MACHINE</p> <p>RENISHAW PROBE HEAD REPLACEMENT</p> <p>VICIVISION M309 OPTICAL MEASURING MACHINE</p> <p>VICIVISION M306 OPTICAL MEASURING MACHINE</p> <p>737 DROP IN TOOLING MA0902820</p> <p>DOOSAN PUMA GT2100 2 AXIS CNC LATHE</p> <p>DOOSAN DNM 5700H NIKKEN 2 AXIS TILT & TURN</p> <p>4 KEMPER MINIFIL EXTRACTION MACHINES</p> <p>SPIRAL PIN ASSEMBLY TOOL</p> <p>LEV EXTRACTION UNIT FOR DEBUR PAM</p> <p>SIGNAGE FOR RECEPTION</p>

Owning Company	Asset
	REPLACE SEG TAPE BACKUP UNIT W Server Replacement and Licenci RECEPTION REFURBISHMENT Preeflow volumetric resin dispenser SLEE RESWELD MACHINE UPGRADE Thermal Aerosol Generator INTERNET CONNECTION - PAM FOR C1 INSPECT UPGRADE PARTITION STRATASYS F370 3D PRINTER UPGRADE C1 INSPECTION - AIRCON MAHR M400 SURFACE FINISH TESTER & PROBES VODEX V675 AIR PURIFIER BOMBARDIER BURST DUST DETECTION MOUNTED AIR RIG MODIFICATION TO PLASMA SEAM WELDER UPGRADE TO INSPECTION AREA LATHE TOOLS & HOLDERS - M106852 JCEM DIGITAL PLEEATER BLADES 3 X LEICA MICROSCOPES ADDITIONAL SYSPRO LICENCES EXTRACTION SYSTEM (BOFA UNIT) EXTRACTION SYSTEM (BESPOKE FUME CAB) DRILL 20 EDM PAM LOCAL INSPECTION LIGHTING UPGRADE SYSPRO 8 UPGRADE MICROPLASMA WELDING MACHINE MICROPLASMA 55 WELDING MACHINE LICENSES FOR SYSPRO BUS OBJECTS TO AID DOCUWARE Air ring gauge 8.015/8.024 (bespoke measuring dev SCANFILE DOCUMENT MANAGEMENT SYSTEM HR SCANNER & PRINTER EXTERNAL GAS STORE FOR MICRO PLASMA WELDING OPERAT DOUBLE SKIN PARTITION WELDING BAY

Owning Company	Asset
Porvair Sciences Limited	COUNTING MACHINES FLEX PRESS NO.1 112T FLEX PRESS NO.2 120T FLEX PRESS NO.5 60T SINGLE ISOSTATIC PRESS SHADOWGRAPH AJAX PEDESTAL DRILL PARTITIONS / RACKING FACTORY SIGNS / FLAGS STACKWELL TRUCK - WELCONSTRUCT FIXTURES & FITTINGS TENSOMETER TESTER UPGRADING VYON OVEN IMPROVED TEMP CONTROL VYON OVEN IMPROVEMENTS LABORATORY EQUIPMENT - FUME CUPBOARD AND BENCHING POWDER HANDLING SYSTEM SHELVING GOODS INWARD FACILITY BUTT WELDING MACHINE AUTOMATIC TUBE CUTTING M/C SHEET & ROLL EQUIP. HAND PALLET TRUCK POWDER CAPSULES FIBRE CAPSULES MOVINCOOL' PORTABLE AIR COOLING UNIT COMPRESSED AIR UPGRADE COMPRESSED AIR SYSTEM MAINTENANCE EQUIPMENT VYON STORES CLICKER PRESS RACKING AIR COMPRESSOR ECOAIR D75 STATIC ELECTRICTY ELIMINATORS VYON FABRICATION BENCHES EXTRACTION EQUIPMENT PERMEABILITY TEST RIG - CAPSULES INSURANCE SURVEY IMPROV.

Owning Company	Asset
	<p> VYON OVEN IMPROVEMENTS S.S. PRESS UPGRADE - FLEXAULIC PRESS S.S. PRESS OIL COOLERS JUNG SURFACE GRINDER VACUUM FURNACE - SMALL VYON OVEN PERMEABILITY TEST RIG S.S. PRESS OIL COOLER PEDESTRIAN STACKER - CROWN DISSOLVED OXYGEN METERS (4 off) - IN ARCHIVE RACKING FOR STORES ROSPEN POWDER HANDLING SYSTEM TUBE DRAWING SET UP EQUIP. TUBE DRAWING SET UP EQUIP. CONTROL PANEL AXYZ TWIN AXIS CUTTERS VYON OVEN UPGRADE AXYZ TWIN CUTTERS DEVELOPMENT TOOL ROOM EQUIPMENT ALL-FILL UNIT VYON OVEN COOLING SYSTEM SOFTWARE & JIGGING AXYZ VYON OVEN IMPROVEMENTS TENSOMETER TEST ATTACHMENTS EPSI ISOSTATIC PRESS HARE PRESS 5 BS S/No. 8106 ROTARY DISC CUTTER No 4 POROUS MEDIA ANALYSER CINCINATI No. 2 CUTTER GRINDER (Ser. No. C5912.14) LABORATORY EQUIPMENT FOR MIPS - IN ARCHIVE CROWN FORK LIFT TRUCK 3-11-1. S/N 8A204077 FLEXIXON POWDER FEED FOR VYON OVEN VYON ROLL LIFTING SYSTEM SIEVES FOR POWDER FEED ANTIBODY PURIFICATION EQUIPMENT - GEL ELECTROPHORESIS EQUIPMENT VYON SLITTER VACUUM FURNACE SAFETY TABLETTING PRESS </p>

Owning Company	Asset
	<p>CHILLER SERIAL MNC20670</p> <p>LARGE XYZ CUTTER</p> <p>REACTION VESSELS</p> <p>GUILLOTINE FOR FABRICATION AREA</p> <p>DRYPETTE</p> <p>GONIOMETER</p> <p>CLEANROOM FACILITY- FIXTURES & FITTINGS</p> <p>COMPRESSOR (disposed of dryer element)</p> <p>- part disposal - dryer element</p> <p>LATHE FOR METAL MEMBRANE PROJECT</p> <p>RACKING TO ACCOMMODATE PSL</p> <p>TWO METRE VERNIER</p> <p>STRETCH WRAPPER FOR PALLETS</p> <p>TABLETTING PRESS F3</p> <p>FLUSHING UNIT FOR VACUUM FURNACE</p> <p>ROTARY DISC CUTTER No 6</p> <p>TABLETTING PRESS</p> <p>ISOSTATIC VESSEL AND YOLK</p> <p>TRIPLE HEAD FOR DISC CUTTER No 1</p> <p>TABLETTING PRODUCTION CELL</p> <p>REACTION VESSEL - 5 LITRE</p> <p>UPGRADE TABLETTING PRESS</p> <p>3 ANTI STATIC FANS FOR ROTARY CUT MACHINES</p> <p>CATERPILLAR FORK LIFT TRUCK</p> <p>ANTI STATIC BAR & CONTROLLER FOR TAB. PRESS</p> <p>VACUUM FURNACE - LARGE</p> <p>VACUUM FURNACE - COOLING SYSTEM</p> <p>VACUUM FURNACE - FORKLIFT TRUCK</p> <p>MECHANICAL WORCESTER PRESS</p> <p>MINI MICROLUTE FRITTING MACHINE</p> <p>FACTORY FLOOR CLEANER</p> <p>MICROPLATE READER</p> <p>CHIP ASSAY EQUIPMENT - BENCH TOP</p> <p>CENTRIFUGE, FREEZER - 80C</p> <p>HOIST FOR ISOSTATIC PRESS</p> <p>HPLC SYSTEM</p> <p>TABLETTING PRODUCTION CELL</p> <p>THERMO FISHER BAG LOADING UNIT</p> <p>MEASURING INSTRUMENT S31 Serial No 23-7AH</p>

Owning Company	Asset
	<p>ISOSTATIC TUBE CUTTING MACHINE</p> <p>PRINTER AND CONVEYOR</p> <p>HYDROPHOBIC PLASMA CHAMBER</p> <p>CONTROL UNIT FOR MECHANICAL PRESS No 344</p> <p>MECHANICAL ROLLING MACHINE</p> <p>2 DISC CUTTING MACHINES - RC 1 and RC 2</p> <p>UNIVERSAL GRINDER</p> <p>FLOW CELL FOR HPLC</p> <p>THERMO FISHER FRIT INSERTION MACHINE</p> <p>HELIUM LEAK DETECTOR</p> <p>TENSOMETER</p> <p>WATER PURIFICATION SYSTEM</p> <p>REFRIGERATED MICROCENTRIFUGE</p> <p>OPTICAL MEASURING EQUIPMENT</p> <p>AUTOCLAVE</p> <p>CHILLER</p> <p>PRODUCTION BLENDING FACILITY S34 MB35 Serial B344930624</p> <p>THERMOFISHER PLATE ASSEMBLY STAGE 1</p> <p>TABLETTING LAYDOWN SYSTEM</p> <p>PCR INSTRUMENT</p> <p>THERMOFISHER MICROELUTION ASSEMBLY CELL</p> <p>CONTACT MEASUREMENT FOR VYON OVEN</p> <p>SCALES FOR HVM GH252 Serial 15108763</p> <p>HOPPER FOR VYON OVEN</p> <p>CHROMATRAP EQUIPMENT - AUTOCLAVE, DRYING OVEN and VERTICAL LAMINAR FLOW CABINET</p> <p>HYDROGEN GENERATOR</p> <p>AXYZ MACHINE</p> <p>HOT ZONE FOR SMALL VACUUM FURNACE</p> <p>CHILLER - ISOSTATIC FURNACES</p> <p>CHILLER - VYON OVEN</p> <p>SCALES FOR DEV HVM GH252 Serial 15109271 S45</p> <p>AUTOFILL UNIT - ISOSTATICS</p> <p>HEAT TREATMENT OVEN</p> <p>HYDROPHILIC PLASMA CHAMBER</p> <p>HOT ZONE FOR LARGE VACUUM FURNACE</p> <p>DEVELOPMENT PRESS FOR HVM</p> <p>VYON OVEN NO 2</p>

Owning Company	Asset
	<p> TEXTTEST MACHINE MANUFACTURING CELL FOR HVM WEIGHING EQUIPMENT HYDROPHOBIC PLASMA CHILLER CO-ORDINATE MEASURING MACHINE TUBE DRAWER RACKING HYDROPHILIC PLASMA CHAMBER VACUUM PACKER FRIABILITY & ABRADABILITY TESTER LOCAL EXTRACTION FROM PLASMA CHAMBER COLUMN SPOT WELDER FOR INDUSTRIAL AIR QTC MEASURING ARM COSEN HORIZONTAL SEMI AUTOMATIC BANDSAW 3 ISOSTATIC CORE PINS TOOL NUMBER TS0694 6 ISOSTATIC CORE PINS TOOL NUMBER TS0693 NOVINOX T30 RIBBON BLENDER CORE ROD TOOLING OD 7.850 ID 4.925 VACUUM SYSTEM FOR ALUMINA IN ISOSTATICS CHROMATRAP INTEGRATION PROJECT - EQUIPMENT PORTION KAESER COMPRESSED AIR DRYER HVM VACUUM POWDER LOADING SYSTEM TUBE END FORMING MACHINE AND TOOLS OPTICAL MEASUREMENT SYSTEM AUTOMATED VISION INSPECTION SYSTEM FOR HVM RUSSEL FINEX POWDER SIEVE EQUIPMENT LC MASS SPECTROMETER - CHROMATOGRAPHY HVM MANUFACTURING CELL 3 (Cell 1 replacement) AKTA FPLC HIGH VOLUME MULTI HEADS DISC CUTTER PROTEIN LAB EQUIPMENT VIBRATING TABLE FOR LARGER ISOSTATIC PRODUCTS MERCURY INTRUSION POROMETER VYON KISS CUT MACHINE (PROJECT GRANITE) FRIT INSERTION UPGRADE TO MINI MICROLUTE ASSEMBLY MACHINE </p>

Owning Company	Asset
	<p>GRINDING EQUIPMENT FOR TOOLING - TRACY MACHINERY</p> <p>2 ADDITIONAL MULTIHEAD DISC CUTTERS</p> <p>REPLACEMENT SMALL FURNACE HEAT EXCHANGER</p> <p>UPGRADE OF MEASUREMENT EQUIPMENT FOR PIPETTE FILTERS</p> <p>LCMS UD</p> <p>AIR BENCH OR ISOSTATICS</p> <p>POROMETER</p> <p>RACKING FOR PLASTIC POWDER</p> <p>2 METER VERNIER CALIPER FOR XYZ</p> <p>COUNTING SCALE ADAM EC-10K Serial 703072 S10</p> <p>SPOT WELDER</p> <p>NEDERMANN EXTRACTION UNIT</p> <p>METER MIX SYSTEM</p> <p>Ultrasonic Welding M./c.</p> <p>ELECTRONIC BALANCE OHAUS Galaxy 120</p> <p>SG15 Hot Foil M./c. (PBE)</p> <p>Foil Feed Assembly (PBE)</p> <p>med 464 - part (Blister sealing m/c flex)</p> <p>m/c-flex med 535 (Sealing dies/plate for blister)</p> <p>536 - balance (Blister sealing n/c flex)</p> <p>Drying oven deposit-1036 GHT</p> <p>Drying oven balance-1215 GHT</p> <p>Herfurth Welding Machine</p> <p>740 Horizon microlute fritting unit</p> <p>Tissue culture plasma treater</p> <p>Herfurth ultrasonic welding m/c</p> <p>Laboport 230V vaccuum pump</p> <p>Transducer for a plate welding machine</p> <p>Plate sealer</p> <p>Two sonic generators</p> <p>Weber label printer</p> <p>Sonic generator</p> <p>Sonic generator</p> <p>MV 306</p> <p>Malaria Project - new cupboard in cleanroom</p> <p>Sonicator</p> <p>Glue Dispensing System (Henkel)</p>

Owning Company	Asset
	<p>LABEL PRINTER - Makes Barcode labels for plates</p> <p>New Racking</p> <p>GAS STORAGE FACILITY</p> <p>CONSTR. OF PLANTROOM</p> <p>RE-INFORCE FLOOR</p> <p>COMPRESSED AIR SYSTEM</p> <p>ELECTRICAL INSTALLATION</p> <p>FACTORY HEATING - PART DISPOSE OF £4K</p> <p>INSTAL. OF MECH. SERVICE</p> <p>CANTEEN & KITCHEN AREA</p> <p>PROD. OFFICES & LAB.</p> <p>TENANTS EXTRAS</p> <p>SALES OFFICE EXTENSION</p> <p>LABORATORY HEATING</p> <p>EXTERNAL INSTALLATIONS</p> <p>SALES OFFICE WINDOWS</p> <p>EXIT WINDOWS PRODUCTION</p> <p>MANUFACTURING OFFICES</p> <p>SITE SECURITY IMPROVEMENTS</p> <p>SITE ELECTRICAL SUPPLY INCREASE</p> <p>EXTENSION OF BIKE PARKING FACILITY</p> <p>ROLLER SHUTTER DOOR</p> <p>ROLLER SHUTTER DOOR</p> <p>INSTALL WINDOW AND HEATING</p> <p>FACTORY AIR DISTRIBUTION SYST.</p> <p>LABORATORY ROOF SUPPORT</p> <p>AIR CONDITIONING PRODUCTION OFFICE</p> <p>LABORATORY ROOF SUPPORT</p> <p>AIR DISTRIBUTION SYSTEM PHASE 2</p> <p>REFURBISHMENT OF LABORATORY</p> <p>CLEANROOM FACILITY</p> <p>FACTORY IMPROVEMENT PROJECT</p> <p>RE-INSTATEMENT OF ISOSTATIC AREA</p> <p>FIRE ALARM SYSTEM</p> <p>FACTORY HEATING</p> <p>ENVIRONMENTAL CONTROLLED AREA</p> <p>INDUSTRIAL GAS SUPPLY</p> <p>AIR CONDITIONING FOR SERVER ROOM</p> <p>FACTORY INFRASTRUCTURE</p>

Owning Company	Asset
	<p>CHROMATRAP INTEGRATION PROJECT - BUILDING FABRICATION PORTION</p> <p>HAMWORTHY STRATTON 70KW HEATING BOILER</p> <p>STAMP DUTY ON 15 YR FACTORY LEASE RENEWAL</p> <p>RESITING OF GAS BOTTLES TO EXTERNAL STORAGE</p> <p>PROTEIN LAB INFRASTRUCTURE</p> <p>CANTEEN EQUIPMENT</p> <p>RECEPTION AREA</p> <p>FURNITURE</p> <p>- part disposal</p> <p>SHOWROOM DISPLAY AREA</p> <p>INTRUDER ALARM</p> <p>SHELVING & FURNITURE</p> <p>CANTEEN IMPROVEMENTS</p> <p>ARCHIVE STORE</p> <p>TANNOY SYSTEM UPGRADE</p> <p>SALES OFFICE ARCHIVE</p> <p>REPLACEMENT PHONE SYSTEM</p> <p>ACCESS CONTROL SYSTEM</p> <p>SOUNDERS FOR FIRE ALARM</p> <p>PHONE SYSTEM UPDATE</p> <p>CHROMATRAP INTEGRATION PROJECT - OFFICE FURNITURE PORTION</p> <p>AIR CONDITIONING UNIT SECONDARY SERVER ROOM</p> <p>WIRELESS CONNECTION FOR FACTORY</p> <p>NETWORK SWITCHES</p> <p>FILE SERVER</p> <p>NAS SERVER</p> <p>VIRTUAL SERVER</p> <p>BACKUP TAPE AUTO LOADER</p> <p>UPGRADE OF VEEAM BACKUP</p> <p>CHROMATRAP INTEGRATION PROJECT - CLEAN RM</p> <p>COMPUTER & DEV TV</p> <p>VIRTUAL SERVER & BACKUP SERVER</p> <p>PCs JB/KW</p> <p>LAPTOP AB</p> <p>TWO SYSPRO LICENSES</p> <p>INSTALLATION OF SYSPRO</p>

Owning Company	Asset
	SYSPRO SALES ANALYSIS MODULE INSTALLATION OF LEASED LINE PROTEIN LAB COMPUTER SOFTWARE AUDI A4 Reg RF53WDZ 96-well B plate (1st.inst) (P&H Moulds) 96-well B plate (2nd.inst) 96-well B plate (3rd.inst) 2-imp A plate (1st.Inst) Inserts for B Plate B Plate with int spouts Rings for B Plate 2-imp. A Plate (2nd. Inst) 2-imp. A Plate (3rd. Inst) Mods. to B Plate 2 sets of inserts Cores (new cavity) New Pins for A Plate B-plate mods. B-plate mods. B-plate inserts Modify A-plate tool Multiwell Plate Tool Tooling Multiwell Plate Lid Tooling PE Pcr Plate Tooling Techre Pcr Plate Tooling Hybrid Multiwell Plate Production Tool pcr Plate Production Tool 96 well Plate Tooling Techne Lid Tooling Techne Plate Tooling microlute Ph3 66 Sealing cap/drain cap Microlute II mould Deep well plate 384 well plate 988 new cavity 2ml/1ml/350 first 3rd 1220 Rosti mould 1+1 filter plate A+B plate inserts 1st 3rd 1293 Rosti filter plate A&B plate 1306 Europlaz new cavity 2ml/1ml/ 350 2nd & 3rd

Owning Company	Asset
	501 Rosti Mould 1+1 filter place 2nd third 1999 remaining additions 384-well mould 384-well CBP A plate 384-well CBP B plate Tooling 24-well A plate B plate tool mods A & B plate tool mods Mod to 24-well lid Modified B plate tool Mods to 384-well pate reprofiled Mods to 384-well microplate core Single impression toll for 384-well thin solid B plate 384-micro well plate DWP 1ml mould DWP 2ml mould DWP 384 well 1ml sealing cap insert 1ml sealing cap bolster Microlute Insert Microlute II New Chase Microlute II New Cavity Microlute II Convert Bolster Sit Correction to B Plate and secondary weld form New Cavity Plate for Microlute II Tool 384 DPW Mods to webs 384 A Plate - Tungsten dis coating 384 DPW Plate - Tungsten dis coating 384 DPW Plate - Mods to end walls Tube rack lid Tube rack body Mould Tool 24 well 10ml plates Sq. Sealing cap 2 cav mould DW Microplate 2 cav mould 384 Low volume microplate Mould for 1ml round 96 deep well plate 384 well plate modifications 12 cores for 2ml plate mould Glass Bottom Plates

Owning Company	Asset
	Lid Mould Glass Bottom Plates Planarity New inserts for "A" Plates Glass Bottom Refurbish 2ml 2 Cavity 96 well plate 2ml Round Mould "219020" 2ml Round Mould Matt Capp for 219020 2ml DWP Mould 219009 TOOL MOULD FOR 96 MEDIUM PROFILE DEEP WELL PLATE

Owning Company	Asset
Kbiosystems Limited	Motor Vehicle register - 4 years
	Astravan
	Transit
	Toyota
	Galaxy
	P&M register - 10 years
	General
	General
	General
	General
	General
	General
	General
	XYZ VMC560
	XYZ Proturm
	General
	General
	XYZ mill
	Rumbler
	Compressor
	Outside container
	XYZ VMC710
	XYZ Compact 52
	Security system
	MBAS
	Trailer
	Fox filtration
	XYZ CNC (not inc components below)
	XYZ VMC710
	XYZ VMC1020
	XYZ SMX3 3500
	XYZ SMX3 3500
	Racking and store (S end factory)
	Assembly shop (S end factory)
	New Server
	Various
	Forklift Hyster
	n/l 0020 (parts for forklift)
	n/l 0030 - 20 off PCs

Owning Company	Asset
	Rewire unit Containers XYZ 2OP Milling

SCHEDULE 7 : INTELLECTUAL PROPERTY

Patent Number(s)	Patent Name	Porvair Entity
US2020079879 (A1)	Protein Coated Polymeric Substrate	Porvair Sciences Limited
WO2005028312 (A1)	Heat Sealing Machine	Porvair Sciences Limited
US2020030788 (A1)	ChIP in a Tip	Porvair Filtration Group Limited
DK3380213 (T3)	Filtration Material and Method of Manufacture Thereof	Porvair Filtration Group Limited
US2018236393 (A1)	Reinforced Filtration Apparatus	Porvair Filtration Group Limited
PL2648819 (T3)	Method for Isolating Chromatin	Porvair Filtration Group Limited
DK1569987 (T3)	Process	Porvair Filtration Group Limited
US2023323383 (A1)	Composite Material	Porvair Filtration Group Limited
GB2482209 (A)	Chromatin Immunoprecipitation method	Porvair Filtration Group Limited
US2010108608 (A1)	Co-sintered Polymer Structures	Porvair Filtration Group Limited
WO2009050436 (A1)	Testing Apparatus and Method with One-Way Action	Porvair Filtration Group Limited
WO2009050435 (A1)	Testing Apparatus and Method with Dosing Mechanis	Porvair Filtration Group Limited
US2007031978 (A1)	Diagnostic Device	Porvair Filtration Group Limited
GB2453745 (A)	Testing Apparatus and Method	Porvair Filtration Group Limited
GB2425538 (A)	Substrate and Method for Modulating Tissue Formation or Deposition	Porvair Filtration Group Limited
GB2386575 (A)	Cyclone with Permeable Wall	Porvair Filtration Group Limited
GB2394428 (A)	Protective Coated Filtration Media	Porvair Filtration Group Limited
ES2618790 (T3)	Planar Coil, Heating Device and Method of Heating	SEAL Analytical Limited
PL2001574 (T3)	Low Expansion Corrosion Resistant Ceramic Foam Filters for Molten Aluminium Filtration	Porvair Plc

US2019113282 (A1)	Permeable Bottom Crucible	Porvair Plc
HUE040038 (T2)	Improved Ceramic Foam Filter For Better Filtration of Molten Iron	Porvair Plc
WO2018112296 (A1)	Yttrium Oxide Ceramic Coated Crucible	Porvair Plc
US2018153213 (A1)	Vaporizer Metal Foam Filter	Porvair Plc
BR112014030838 (A2)	Higher Strength Mullite-Based Iron Foundry Filter	Porvair Plc
CN107001149 (A)	Boron-Free Aluminum Castshop Ceramic Foam Filter	Porvair Plc
WO2016106179 (A1)	Ceramic 3D-Printed Molten Metal Filter With Improved Spalling Resistance	Porvair Plc
CN105392543 (A)	Bn or y2o3 Coated Ceramic Foam Filters Used in Filtration of Aluminum-Lithium Alloys and Other Reactive Alloys	Porvair Plc
WO2015191426 (A1)	Magnesium Oxide Filter Made from Burned Magnesium Oxide	Porvair Plc
TW200413151 (A)	Polymer Film Production	Porvair Plc
US2014348693 (A1)	Matrix Riser Breaker Insert	Porvair Plc
CN102574040 (A)	Corrosion Resistant Glass Coating Applied to Ceramic Foam Used to Filter Molten Metal	Porvair Plc
US8202346 (B1)	Porous Reticulated Metal Foam for Filtering Molten Magnesium	Porvair Plc
MY139334 (A)	Ceramic Casting Apparatus and Method	Porvair Plc
CN102105609 (A)	Improved Method for Filtering Molten Aluminium and Molten Aluminium Alloys	Porvair Plc
WO2009042817 (A2)	Novel Filtration System for Large Cast Iron Castings	Porvair Plc
DE60319281 (T2)	Improved Fine Pore Media and Method of Making Same	Porvair Plc
WO2005087690 (A2)	Low Mass Kiln Furniture	Porvair Plc
WO2004111281 (A2)	Compact Micro-Porous Media Degasser	Porvair Plc
WO2004081532 (A2)	Inoculant-Strainer With Improved Filtration Effectiveness and Inoculant Dissolution	Porvair Plc
US7328831 (B1)	Method of Making a Brazed Metal Articles and the Article Formed Thereby	Porvair Plc

US2002104405 (A1)	Method of Co-forming Metal Foam Articles and the Articles Formed by the Method Thereof	Porvair Plc
US2006266714 (A1)	Ceramic Foam Filter for Better Filtration of Molten Iron	Porvair Plc
US7316721 (B1)	Ceramic Foam Insulator With Thermal Expansion Joint	Porvair Plc
US2003126946 (A1)	Inoculation Filter	Porvair Plc
WO2004042090 (A1)	Inmould Process for the Spheroidization and Inoculation Treatment of Cast SG Iron	Porvair Plc
SI1463594 (T1)	Inoculation Filter	Porvair Plc
PL356003 (A1)	Ceramic Casting Apparatus and Method	Porvair Plc
WO03078119 (A1)	Mould Carriage Displacing Apparatus and Method	Porvair Plc
GB2369796 (A)	Making Porous Articles Using Powder	Porvair Plc
DK0964623 (T3)	Composite Socks	Porvair Plc
DE69736767 (T2)	Microplates	Porvair Plc
CN1806058 (A)	Compact Micro-Porous Media Device for Degassing Molten Metal	Porvair Plc
US2008245188 (A1)	Compact Micro-Porous Media De-Gasser	Porvair Plc

SCHEDULE 8 : NOTICE TO BANK HOLDING AN ACCOUNT

To: [Account Bank]

Address: [•]

[Date]

Dear Sirs,

This letter constitutes notice to you that under a group debenture (the "Group Debenture") dated [•] between [•] as chargor [each of the companies listed at the end of this notice] and Barclays Bank PLC as Security Agent (the "Security Agent") we have charged by way of first fixed charge in favour of the Security Agent (as agent and trustee for the Secured Parties referred to in the Group Debenture) all of our rights in respect of any amount standing to the credit of any account maintained by us with you at any of your branches (the "Account[s]") and the debts represented by those Account[s].

We irrevocably instruct and authorise you to:

- (A) disclose to the Security Agent any information relating to the Account[s] requested from you by the Security Agent;
- (B) [comply with the terms of any written notice or instruction relating to the Account[s] received by you from the Security Agent]^{1/}

[comply with the terms of any written notice or instruction relating to the Account[s] received by you from the Security Agent following receipt by you of a notice of the occurrence of an Enforcement Event issued by the Security Agent ("Notice of Enforcement Event"). Until such notice is received by you, we are authorised by the Security Agent to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to any restrictions set out in the Facility Agreement]^{2/}

- (C) [hold all sums standing to the credit of the Account[s] to the order of the Security Agent; and]^{3/}

[following receipt of the Notice of Enforcement Event, hold all sums standing to the credit of the Account[s] to the order of the Security Agent;]^{4/} and

- (D) [pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Agent]^{5/}

[following receipt of the Notice of Enforcement Event, pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Agent]^{6/}.

¹ Use for all Accounts other than Operational Accounts

² Use for Operational Accounts

³ Use for all Accounts other than Operational Accounts

⁴ Use for Operational Accounts

⁵ Use for all Accounts other than Operational Accounts

⁶ Use for Operational Accounts

[We are not permitted to withdraw any amount from the Account[s] without the prior written consent of the Security Agent.]⁷

We acknowledge that you may comply with the instructions in this letter without any further permission from each Chargor or enquiry by you.

The instructions in this notice may not be revoked or amended without the prior written consent of the Security Agent.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Account[s] as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at [•], marked for the attention of [•].

.....

For and on behalf of
[•]
as Chargor

⁷ Use for all Accounts other than Operational Accounts

[On duplicate]

We acknowledge receipt of the notice of which this is a copy (the "Notice of Charge") and confirm that we:

- (A) will accept the instructions contained in the notice and agree to comply with the notice;
- (B) have not received notice of the interest of any third party in the Account[s];
- (C) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Account[s]; and
- (D) [will not permit any amount to be withdrawn from the Account[s] without the prior written consent of the Security Agent]^{8/}

[following receipt of the Notice of Enforcement Event (as defined in the Notice of Charge), will not permit any amount to be withdrawn from the Account[s] without the prior written consent of the Security Agent]⁹.

.....
For and on behalf of
[Account Bank]

Date:

⁸ Use for all Accounts other than Operational Accounts

⁹ Use for Operational Accounts

SCHEDULE 9 : NOTICE TO COUNTERPARTY TO ASSIGNED CONTRACT

To: [Counterparty]

Address: [•]

[Date]

Dear Sirs,

This letter constitutes notice to you that under a group debenture (the "Group Debenture") dated [•] between [[•] as chargor][each of the companies listed at the end of this notice and Barclays Bank PLC as Security Agent (the "Security Agent") we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Group Debenture) all of our present and future right, title and interest in and to [describe agreement] (the "Agreement").

We will remain liable under the Agreement to perform all the obligations assumed by us under the Agreement. None of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Agreement.

We will be entitled to exercise all of its rights, powers and discretions under the Agreement, and you should continue to give notices under the Agreement to us, unless and until you receive notice from the Security Agent confirming that an Enforcement Event has occurred. Following such notice, all the rights, powers and discretions under the Agreement will be exercisable by, and notices must be given to, the Security Agent or as it directs.

Please note that we have agreed not to amend, waive or vary any provision of or terminate the Agreement without the prior consent of the Security Agent.

We confirm that you may comply with the instructions in this letter without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Agreement as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at [•], marked for the attention of [•].

.....

For and on behalf of

[•]

as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or charge or notice that any other person claims any rights in respect of the Agreement.

.....

For and on behalf of
[Counterparty]

Date:

SCHEDULE 10 : NOTICE TO INSURERS

To: [Insurers]

Address: [•]

[Date]

Dear Sirs

This letter constitutes notice to you that under a group debenture (the "Group Debenture") dated [•] between [[•] as chargor][each of the companies listed at the end of this notice] and Barclays Bank PLC as Security Agent (the "Security Agent") we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Group Debenture) all of our present and future right, title and interest in the following contracts of insurance taken out with you by or on behalf of us or under which we have a right to claim (the "Insurances").

1. [Details of Insurances]
2. All moneys payable by you to each Chargor in respect of the Insurances other than third party Insurances shall be paid as directed by each Chargor, unless and until you receive written notice from the Security Agent informing you that an Enforcement Event has occurred. Following such notice, in which event you should make all future payments as then directed by the Security Agent.
3. Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third party Insurance by an insured party shall be paid:
 - (A) directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; or
 - (B) (despite any policy term to the contrary) to the extent that insurers accept liability to Indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party, unless the insured party is us, in which case such sums shall be paid as directed by the Security Agent.
4. This authority and instruction is irrevocable without the prior written consent of the Security Agent.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at [•], marked for the attention of [•].

.....

For and on behalf of
[•]
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or notice that any other person claims any rights in respect of the Insurances.

.....

For and on behalf of
[Insurers]

Date:

SCHEDULE 11 : NOTICE TO TENANTS

To: [Tenant]

[Date]

Dear Sirs,

This letter constitutes notice to you that under a group debenture (the "Group Debenture") dated [•] between [[•] as chargor][each of the companies listed at the end of this notice and Barclays Bank PLC as Security Agent (the "Security Agent") we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Group Debenture) all of our present and future right, title and interest in and to [describe lease] (the "Lease Document").

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease Document to our account [with the Security Agent] at [•], Account No. [•], Sort Code [•] (the "Rent Account").

We will remain liable under the Lease Document to perform all the obligations assumed by us under the Lease Document. None of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease Document.

Please note that we have agreed not to amend, waive or vary any provision of or terminate the Lease Document without the prior consent of the Security Agent.

We confirm that you may comply with the instructions in this letter without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions.

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at [•], marked for the attention of [•].

.....

For and on behalf of
[•]
as Chargor

[On duplicate]

We acknowledge receipt of the notice of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or charge or notice that any other person claims any rights in respect of the Lease Document.

We accept the instructions contained in the notice.

We confirm that we:

- (A) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of each Chargor under or in respect of the Lease Document (as defined in the notice); and
- (B) must pay all rent and all other monies payable by us under the Lease Document into the Rent Account (as defined in the notice); and
- (C) must continue to pay those monies into the Rent Account until we receive your written instructions to the contrary.

.....

For and on behalf of
[Tenant]

Date:

SCHEDULE 12 : FORM OF DEED OF ACCESSION

THIS DEED is dated [•]

and made

BETWEEN:

- (1) [•] (registered number [•]) (the "Additional Chargor");
- (2) **PORVAIR PLC** (for itself and as agent for each of the other Chargors under and as defined in the Group Debenture referred to below (the "Company"); and
- (3) **BARCLAYS BANK PLC** (the "Security Agent" which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

BACKGROUND:

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of the Company.
- (B) The Company has entered into a group debenture dated [•] 2017 (the "Group Debenture") between the Company, the Chargors under and as defined in the Group Debenture and the Security Agent.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Group Debenture. [The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor.]
- (D) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Group Debenture have the same meaning in this Deed unless given a different meaning in this Deed.

1.2 Construction

The other provisions of Clause 1.2 (*Construction*) of the Group Debenture apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 Designation

This Deed is a Finance Document.

2. Accession

With effect from the date of this Deed, the Additional Chargor:

- (A) will become a party to the Group Debenture as a Chargor;

- (B) will make all of the representations and warranties set out in the Group Debenture which are expressed to be made by a Chargor; and
- (C) will be bound by all the terms of the Group Debenture which are expressed to be binding on a Chargor.

3. **Creation of Security**

3.1 **Security generally**

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Security Agent;
- (B) is created over the present and future assets of the Additional Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 **Land**

- (A) The Additional Chargor charges:
 - (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use that property, including the freehold or leasehold property (if any) specified in Part 1 of the Schedule to this Deed (*Mortgaged Property*); and
 - (2) (to the extent that they are not the subject of a legal mortgage under Clause 3.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use that property.
- (B) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
 - (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings but excluding tenant fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
 - (2) the benefit of any covenants for title given or entered into by any predecessor in title of the Additional Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 **Investments**

- (A) The Additional Chargor charges by way of a first fixed charge all of its rights and interests in the Investments (including any specified in Part 2 of the Schedule to this Deed (*Investments*)).

- (B) A reference in this Deed to any charge of any Investments includes:
- (1) any dividend or interest paid or payable in relation to it;
 - (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (3) any right against any clearance system in relation to it[including any right against CREST]; and
 - (4) any right under any custodian or other agreement in relation to it [including any right which the Additional Chargor may have under any agreement with a “system-user” (as defined in the Uncertified Securities Regulations 2001) relating to the use of that system-user’s account with CREST].

3.4 Contracts

- (A) The Additional Chargor assigns absolutely to the Security Agent all of its rights and interests in, to and under all the agreements or documents specified in Part 3 of the Schedule to this Deed (*Assigned Contracts*).
- (B) To the extent that any such right described in Clause 3.4(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.4(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 3.4(A) and 3.4(B), the Additional Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.
- (D) If the Additional Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party’s consent has not been obtained:
- (1) the Additional Chargor must notify the Security Agent immediately;
 - (2) the assignment or charge will not take effect until that consent is obtained;
 - (3) unless the Security Agent otherwise requires, the Additional Chargor shall, and each other Chargor will ensure that the Additional Chargor shall, use all reasonable endeavours to obtain the consent as soon as practicable and no breach of the Facility Agreement nor any other Finance Document shall occur by virtue of the Additional Chargor’s failure to have obtained such consent while the Chargors are using all reasonable endeavours to obtain that consent as soon as reasonably practicable; and
 - (4) the Additional Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.

3.5 **Bank accounts**

The Additional Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any specified in Part 4 of the Schedule to this Deed (*Bank Accounts*)) it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such account.

3.6 **Book debts etc.**

The Additional Chargor charges by way of a first fixed charge:

- (A) all of its book and other debts;
- (B) all other moneys due and owing to it; and
- (C) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clause 3.6(A) and Clause 3.6(B).

3.7 **Insurances**

- (A) The Additional Chargor assigns absolutely to the Security Agent:
 - (1) all of its rights in respect of any contract or policy of insurance (excluding third party liability and public liability insurance and for the avoidance of doubt excluding directors' and officers' liability insurance) taken out by it or on its behalf or in which it has an interest; and
 - (2) all moneys payable and all moneys paid to it under or in respect of all such contracts and policies of insurance;
- (B) To the extent that any such right described in Clause 3.7(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.7(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Additional Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any part of this Clause or are not effectively assigned under Clause 3.7(A) or Clause 3.7(B), the Additional Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3.8 **Plant and machinery**

The Additional Chargor charges by way of a first fixed charge all fixed and moveable plant and machinery owned by it (including any specified in Part 3 of the Schedule to this Deed (*Plant and Machinery*)), its interest in any plant or machinery in its possession and the benefit of all related Authorisations, agreements and warranties.

3.9 **Intellectual Property**

The Additional Chargor charges by way of first fixed charge all its Intellectual Property including any specified in Part 6 of the Schedule to this Deed (*Intellectual Property*).

3.10 Authorisations

The Additional Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation.

3.11 Pension fund

The Additional Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement it has in any pension fund.

3.12 Goodwill

The Additional Chargor charges by way of first fixed charge its goodwill.

3.13 Uncalled capital

The Additional Chargor charges by way of first fixed charge its uncalled capital.

3.14 Floating charge

- (A) The Additional Chargor charges by way of first floating charge its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under this Deed.
- (B) The floating charge created by the Additional Chargor pursuant to Clause 3.14(A) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an administrator to the Additional Chargor pursuant to that paragraph.
- (D) The Security Agent may convert the floating charge created by this Deed over all or any of the Charged Property into a fixed charge by notice to the Additional Chargor specifying the relevant Charged Property (either specifically or generally):
 - (1) Upon the occurrence of an Enforcement Event; and/or
 - (2) if the Security Agent (acting in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (E) If:
 - (1) the Additional Chargor takes any step to create any Security in breach of Clause 4.1 (*Negative pledge*) of the Group Debenture over any of the Charged Property not subject to a mortgage or fixed charge;
 - (2) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of the Additional Chargor (by a person who is entitled to do so); or

- (3) any person (who is entitled to do so) takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,

the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge.

4. **Restrictions on Dealing**

4.1 **Negative pledge**

The Additional Chargor shall not create or permit to subsist any Security over any Charged Property, nor do anything prohibited by Clause 25.15 (*Negative pledge*) of the Facility Agreement, except as permitted by the Facility Agreement.

4.2 **Disposals**

The Additional Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Facility Agreement.

5. **Miscellaneous**

With effect from the date of this Deed:

- (A) the Group Debenture and this Deed shall be read and construed together as one deed;
- (B) the Group Debenture shall be read and construed as if the Additional Chargor had been an original party in the capacity of the Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (C) any reference in the Group Debenture to this Deed and similar phrases shall include this Deed and all references in the Group Debenture to a Schedule to that deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it); and
- (D) the Company, for itself and as agent for each of the other Chargors under the Group Debenture, agrees to all matters provided for in this Deed.

6. **Governing law**

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE TO DEED OF ACCESSION

PART 1: MORTGAGED PROPERTY

Freehold or Leasehold	Address	Title Number	Land Registry Administrative Area
[•]	[•]	[•]	[•]

PART 2: INVESTMENTS

Name of Company in Which Shares are Held	Name of Nominee (if any) by whom Shares are Held	Class of Shares Held	Number of Shares Held
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]

PART 3: ASSIGNED CONTRACTS

Date	Description	Parties
[•]	[•]	[•]

PART 4: BANK ACCOUNTS

Name of Bank	Account Number	Sort Code
[•]	[•]	[•]

PART 5: PLANT AND MACHINERY

Description	Serial Number	Location
[•]	[•]	[•]

PART 6: INTELLECTUAL PROPERTY

For patents:

Proprietor	Jurisdiction	Application Number	Patent Number	Expiry Date
[•]	[•]	[•]	[•]	[•]

For registered trade marks:

Proprietor	Jurisdiction	Application Number	TM Number	Mark
[•]	[•]	[•]	[•]	[•]

For registered designs:

Proprietor	Jurisdiction	Application Number	Registered Design Number	Expiry Date
[•]	[•]	[•]	[•]	[•]

For domain names:

Proprietor	Domain Name	Filing Date	Expiry Date
[•]	[•]	[•]	[•]

For copyright, unregistered trade marks and unregistered designs:

[Insert details as appropriate]

EXECUTION PAGE TO DEED OF ACCESSION

The Additional Chargor

EXECUTED as a DEED by)
[•])
acting by)
and)

Director:

Director/Secretary:

The Company

EXECUTED as a DEED by)
Porvair plc (for itself and as agent)
for each of the other Chargors)
party to the Group Debenture)
referred to in this Deed))
acting by)
and)

Director:

Director/Secretary:

The Security Agent

Barclays Bank PLC

By:

SCHEDULE 13 : FORM OF SUPPLEMENTAL MORTGAGE

THIS DEED is dated [•]

and made

BETWEEN:

- (1) [•] (registered number [•]) (the "Chargor"); and
- (2) **BARCLAYS BANK PLC** (the "Security Agent" which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

BACKGROUND:

- (A) The Chargor has entered into a security agreement dated [•] 20[•] (the "Security Agreement") between[, amongst others,] the Chargor and the Security Agent.
- (B) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.

1.2 Construction

The other provisions of Clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 Designation

This Deed is a Finance Document.

2. Creation of Security

2.1 Security generally

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Security Agent;
- (B) is created over the present and future assets of the Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Land

(A) The Chargor charges:

- (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property specified in Part 1 of the Schedule to this Deed (*Mortgaged Property*); and
- (2) (to the extent that they are not the subject of a legal mortgage under Clause 2.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property.

(B) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:

- (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
- (2) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Contracts

(A) The Chargor assigns absolutely to the Security Agent all of its rights in, to and under all the agreements or documents specified in Part 2 of the Schedule to this Deed (*Assigned Contracts*).

(B) To the extent that any such right described in Clause 2.3(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 2.3(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.

(C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 2.3(A) and 2.3(B), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

(D) If the Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:

- (1) the Chargor must notify the Security Agent immediately;
- (2) the assignment or charge will not take effect until that consent is obtained;
- (3) unless the Security Agent otherwise requires, the Chargor shall use all reasonable endeavours to obtain the consent as soon as practicable and no

breach of the Facility Agreement nor any other Finance Document shall occur by virtue of the Chargor's failure to have obtained such consent while the Chargor is using all reasonable endeavours to obtain that consent as soon as reasonably practicable; and

- (4) the Chargor shall promptly supply to the Security Agent a copy of the consent obtained by it.

2.4 Insurances

(A) The Chargor assigns absolutely to the Security Agent:

- (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
- (2) all moneys payable and all moneys paid to it under or in respect of all such contracts and policies of insurance.

(B) To the extent that any such right described in Clause 2.4(A), is not capable of assignment, the assignment of that right purported to be effected by Clause 2.4(A), shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.

(C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clause 2.4(A), or 2.4(B), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3. Restrictions on Dealing

3.1 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Charged Property, nor do anything prohibited by clause 25.15 (*Negative pledge*) of the Facility Agreement, except as permitted by the Facility Agreement provided that a waiver of a breach of clause 25.15 (*Negative pledge*) of the Facility Agreement shall automatically constitute a waiver of the same breach pursuant to this Clause 3.1.

3.2 Disposals

The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Facility Agreement.

4. Miscellaneous

With effect from the date of this Deed:

- (A) the Security Agreement and this Deed shall be read and construed together as one deed; and
- (B) any reference in the Security Agreement to this Deed and similar phrases shall include this Deed and all references in the Security Agreement to a Schedule to that

Deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it).

5. **Governing law**

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

EXECUTION PAGE TO GROUP DEBENTURE

The Original Chorgors

EXECUTED as a DEED by)
PORVAIR PLC)
acting by) DocuSigned by:
and) [Redacted]
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Director: Benjamin Stocks

Director/Secretary: James Mills
DocuSigned by:
[Redacted]
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EXECUTED as a DEED by)
PORVAIR SCIENCES LIMITED)
acting by)
and) DocuSigned by:
[Redacted]
20EE7ED21B9E490...

Director: Chris Tyler

Director/Secretary: Benjamin Stocks
DocuSigned by:
[Redacted]
E8426C12CC14403...

EXECUTED as a DEED by)
PORVAIR FILTRATION LIMITED)
acting by)
and) DocuSigned by:
[Redacted]
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Director: Chris Tyler

Director/Secretary: Benjamin Stocks
DocuSigned by:
[Redacted]
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EXECUTED as a DEED by)
PORVAIR FILTRATION GROUP LIMITED)
acting by)
and) DocuSigned by:
[Redacted]
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Director: Chris Tyler

Director/Secretary: Benjamin Stocks
DocuSigned by:
[Redacted]
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EXECUTED as a DEED by)
SEAL ANALYTICAL LIMITED)
acting by)
and)

Director: Chris Tyler

DocuSigned by:
[Redacted Signature]

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Director/Secretary: Benjamin Stocks

DocuSigned by:
[Redacted Signature]

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EXECUTED as a DEED by)
KBIOSYSTEMS LIMITED)
acting by)
and)

Director: Chris Tyler

DocuSigned by:
[Redacted Signature]

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Director/Secretary:

The Security Agent
BARCLAYS BANK PLC
By:

EXECUTED as a DEED by)
SEAL ANALYTICAL LIMITED)
acting by)
and)


Director:

Director/Secretary:

EXECUTED as a DEED by)
KBIOSYSTEMS LIMITED)
acting by)
and)

Director:

Director/Secretary: Michael Biddie

DocuSigned by:

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The Security Agent
BARCLAYS BANK PLC

By:

EXECUTED as a DEED by)
SEAL ANALYTICAL LIMITED)
acting by)
and)

Director:

Director/Secretary:

EXECUTED as a DEED by)
KBIOSYSTEMS LIMITED)
acting by)
and)

Director:

Director/Secretary:

The Security Agent
BARCLAYS BANK PLC

By: 