

MR01

Particulars of a charge

131742/65

IRIS Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record

THURSDAY



A03 *A2K5AB00* 31/10/2013 #122
COMPANIES HOUSE

1 Company details

Company number 03108202

Company name in full TWI Certification Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 / Charge creation date

Charge creation date 02/03/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Barclays Bank Plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Mills & Reeve LLP* X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Will Roles

Company name Mills & Reeve LLP

Address Botanic House

100 Hills Road

Post town Cambridge

County/Region Cambridgeshire

Postcode C B 2 1 P H

Country United Kingdom

DX DX 122891 Cambridge 4

Telephone 01223 364422



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3108202

Charge code: 0310 8202 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd October 2013 and created by TWI CERTIFICATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2013.

A handwritten signature in black ink, appearing to be 'Q'.

Given at Companies House, Cardiff on 5th November 2013



Companies House



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

DATED 23 October **2013**

WELDING INSTITUTE (THE) (1)

and

THE COMPANIES LISTED IN (2)
SCHEDULE 1

BARCLAYS BANK PLC (3)

DEBENTURE

We/I certify that this is a true and complete copy
of the original document

... *MR* ...
For Mills & Reeve LLP, Solicitors

Ref *CWR* Botanic House
Date *30/10/2013* 100 Hills Road
Cambridge
CB2 1PH

MILLS & REEVE

Contents

1	Interpretation	1
2	Covenant to pay	7
3	Security	8
4	Provisions relating to assignment	10
5	Continuing security	11
6	Further assurance	11
7	Preservation of rights	12
8	Indemnities and Exclusion of Liability	13
9	Undertakings	14
10	Representations	14
11	Interest	15
12	Amounts payable	15
13	Enforcement	16
14	Receivers	17
15	Appropriations and application of proceeds	18
16	Immediate recourse	19
17	Assignment and delegation	19
18	Miscellaneous	19
19	Power of attorney	21
20	Governing law and jurisdiction	22
21	Service of process	23
22	Communications	23
23	Releases	24
Schedule 1		26
	The Chargers (other than the First Chargor)	26
Schedule 2		27

Property	..	27
Schedule 3	.	28
Representations	.	28
Schedule 4	.	30
Undertakings	.	30
Schedule 5	.	43
Events of Default	.	43
Schedule 6		44
Powers of Receivers	.	44
Schedule 7		47
Form of Supplemental Legal Mortgage	..	47
Schedule 8		53
Charged Contracts	.	53
Schedule 9		54
Bank accounts		54
Schedule 10		55
Specified Shares		55
Schedule 11	..	56
Notices		56
Part 1 – Notice to insurer		56
Part 2 – Notice to counterparties of Charged Contracts	.	58
Part 3 – Notice to bank operating secured account		60
Part A – Form of Notice on account(s) under the control of the Lender		60
Schedule 12	.	63
Deed of Accession	.	63
Schedule 13	.	67
Deed of Release	.	67

THIS DEBENTURE is made on 23 October 2013

BETWEEN:

- (1) **WELDING INSTITUTE (THE)** registered as a private company limited by guarantee with no share capital in England and Wales with registered number 00405555 and whose registered office is at Granta Park, Great Abington, Cambridge CB21 6AL (the "**First Chargor**"),
- (2) **THE COMPANIES LISTED IN Schedule 1**, and
- (3) **BARCLAYS BANK PLC** whose address for the purposes of this Deed is at UK Banking Service Centre, PO Box 299, Birmingham B1 3PF (the "**Lender**")

THIS DEED WITNESSES as follows

1 **Interpretation**

1.1 Definitions

In this Deed the following words and expressions shall have the following meanings

"Administrator" means any person appointed under Schedule B1 of the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) to manage a Chargor's affairs, business and property,

"Book Debts" means all present and future book and other debts and monetary claims due or owing to a Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by a Chargor in relation to any of them,

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London,

"Charged Contracts" means in relation to any Chargor, those contracts (if any) brief particulars of which are set out in Schedule 8 (*Charged Contracts*),

"Charged Property" means all property, assets, rights and revenues of any Chargor from time to time comprised within the security constituted by this Deed (and references to the Charged Property shall include references to any part of it),

"Chargor" means the First Chargor and any company named in Schedule 1 (*The Chargors other than the First Chargor*), or any company which becomes a party by executing and delivering a Deed of Accession (together, the **"Chargors"**),

"Deed of Accession" means a deed substantially in the form set out in Schedule 12 (*Deed of Accession*) subject to such variations as the Lender shall agree,

"Designated Account" means any account nominated by the Lender as a designated account for the purposes of this Deed,

"Distributions" means all dividends, interest and other income paid or payable in respect of the Securities,

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

"Enforcement Event" means any condition, act or event referred to in Schedule 5 (*Events of Default*),

"Event of Default" means any event of default defined in the Finance Documents and any of the events set out in Schedule 5,

"Environment" means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media,

"Environmental Law" means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment,

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by any Chargor, including any part of it and all spare parts, replacements, modifications and additions,

"Facility Agreement" means a facility agreement dated on or about the date of this Deed between, amongst others, the Chargors and the Lender,

"Finance Documents" has the meaning set out in the Facility Agreement,

"Floating Charge Assets" means, at any time, all or any part of the Charged Property which is at that time the subject only of the floating charge created by this Deed and not at such time the subject of any fixed security,

"High Court" means the High Court of Justice in England and Wales,

"Insolvency Regulation" means EU Council Regulation 1346/2000,

"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of any Chargor or (to the extent of its relevant interest) in which any Chargor has an interest,

"Insurance Proceeds" means the proceeds of any insurance claim received by any Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by such Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of any Chargor's ownership of any Insurances and all such Chargor's interest in any of the foregoing,

"Intellectual Property" means all patents, supplementary protection certificates, utility models, registered and unregistered trade and service marks, copyright, database rights, registered and unregistered rights in designs and, in each case, any extensions and renewals and any applications in respect of these rights together with the benefit of all agreements and licences now or in the future enjoyed by a Chargor relating to the use of these rights and all trade secrets, confidential information and know-how,

"LPA" means Law of Property Act 1925,

"Permitted Security" means the security created by this Deed and any other security permitted by clause 24 14 of the Facility Agreement,

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by any Chargor, or in which any Chargor holds an interest (including (but not limited to) the properties which are briefly described in Schedule 2 (*Property*)) together with any buildings, structures and fixtures thereon including trade and tenant fixtures and **"Property"** means any of them,

"Receiver" means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this Deed in respect of the Charged Property of any Chargor,

"Repeating Representations" has the same meaning as set out in the Facility Agreement,

"Secured Obligations" means all monies, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred (before or after demand) by any Chargor to the Secured Parties and whether present or future, actual or contingent in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including interest, commission, fees, legal and other costs, charges and expenses including (without limitation) under or in connection with the Finance Documents,

"Secured Parties" means each Finance Party and any Receiver and **"Secured Party"** means any of the **"Secured Parties"**,

"Securities" means all shares and securities and investments of any kind which are issued by any person (other than a Chargor) from time to time held by a Chargor or for a Chargor's account,

"Security Period" means the period from the date of this Deed to the date on which the Lender is satisfied that the Secured Obligations are irrevocably and unconditionally discharged in full and all Facilities made available by the Lender to the Chargors have been cancelled,

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 9 (*Bank accounts*) as such accounts may be re-designated and/or renumbered from time to time,

"Specified Shares" means in relation to a Chargor the Securities (if any) specified in Schedule 10 (*Specified Shares*) opposite its name,

"Supplemental Legal Mortgage" means a mortgage entered into by a Chargor in favour of the Lender in the form set out in Schedule 7 (*Form of Supplemental Legal Mortgage*) in respect of any Property acquired by a Chargor after the date of this Deed, and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

1 2 Interpretation

In this Deed

1 2 1 references to any **"Finance Party"**, any **"Lender"** any **"Chargor"**, any **"Hedge Counterparty"**, any **"Party"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees,

1 2 2 references to **"disposal"** means any disposal, sale, transfer, lease, surrender, assignment, loan, parting with or sharing of control, possession or occupation or diverting of rents or income relating to the Charged Property and any agreement, commitment or option in respect of the same and references to **"dispose"** shall be construed accordingly,

1 2 3 references to **"guarantee"** means any contract of guarantee, indemnity or surety or any other contract by which recourse is given to a person in relation to the performance of another person's obligations and whether as primary or secondary obligation or otherwise and howsoever described,

1 2 4 references to **"person"** shall include a company, partnership or unincorporated association and, where permitted by this Deed, that person's successors in title and assigns,

1.2 5 references to **"security"** shall be construed as a reference to any mortgage, standard security, pledge, hypothecation, title retention, lien,

charge, assignment by way of security or other arrangement howsoever described having the same or a similar effect,

- 1 2 6 references to any provision of law shall be deemed to include reference to such provision as amended or re-enacted from time to time whether before or after the date of this Deed,
- 1 2 7 references to "**this Deed**" or to a provision of this Deed, or any other document are references to it as amended, varied, novated, supplemented, extended, restated or acceded to from time to time whether before the date of this Deed or otherwise,
- 1 2 8 references to "**Finance Documents**", a "**Transaction Document**" or any other agreement or instrument is a reference to the Finance Documents, Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated,
- 1 2 9 the terms of the documents under which the Secured Obligations arise and of any side letters between a Chargor and the Lender relating to the Secured Obligations are incorporated in this Deed to the extent required for any purported disposition of the Charged Property to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989,
- 1 2 10 in relation to any Chargor which becomes a Party upon the execution and delivery of a Deed of Accession, (a) where any assets are identified by references to a schedule this includes assets identified in any corresponding or analogous schedule to such Deed of Accession and (b) provisions which apply by reference to the date of execution of this Deed shall apply by reference to the date of execution of such Deed of Accession,
- 1 2 11 references to this Deed include its Schedules,
- 1 2 12 references to a clause or Schedule are (unless otherwise stated) to a clause of, or a Schedule to, this Deed,

1 2 13 references in a Schedule or part of a Schedule to a paragraph are (unless otherwise stated) to a paragraph of that Schedule or that part of that Schedule,

1 2 14 clause headings in this Deed do not affect its interpretation,

1 2 15 use of the singular shall include the plural and vice versa,

1 2 16 any term or phrase defined in the Companies Act 2006 or the Insolvency Act 1986 (as the same may be amended from time to time) shall bear the same meaning in this Deed; and

1 2 17 unless otherwise defined in this Deed words and expressions defined in the Finance Documents shall bear the same meanings when used in this Deed

1.3 Clawback

If the Lender considers that an amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of any Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed

1 4 Perpetuity Period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

1 5 Definitions in the Facility Agreement

Unless a contrary indication appears each term used in this Deed which is defined in the Facility Agreement shall have the same meaning as in the Facility Agreement

2 **Covenant to pay**

2 1 Each Chargor as primary obligor covenants with the Lender that it will pay, discharge and perform the Secured Obligations on demand on or at any time after the due date for payment and in the manner provided in the Finance Documents

3 **Security**

3 1 Each Chargor with full title guarantee in favour of the Lender and as continuing security for the payment, discharge and performance of the Secured Obligations

3 1 1 charges by way of first legal mortgage all Properties vested in the relevant Chargor,

3 1 2 charges by way of first fixed charge

- (i) all other Properties which in the future becomes vested in any Chargor together with any other rights, title or interest of such Chargor in the Properties wherever situated,
- (ii) the Equipment,
- (iii) the Securities,
- (iv) all goodwill, Distributions and uncalled share capital of any Chargor,
- (v) all Intellectual Property,
- (vi) all Book Debts,
- (vii) the benefit of all security and guarantees and other rights now or in the future available to any Chargor,
- (viii) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account),
- (ix) the benefit of any hedging arrangements, futures transactions or treasury instruments,
- (x) to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being assigned under clause 3 1 3(i) but are capable of being effectively charged, the Insurances owned or in favour of any Chargor and all Insurance Proceeds either now or in the future held by or payable to any

Chargor or in which any Chargor otherwise has an interest (to the extent of such interest),

(xi) to the extent that they do not fall within any other provision of this clause 3 1 2, and are not effectively assigned under clause 3 1.3(iv), the Charged Contracts together with all of a Chargor's rights under any other agreement document or contract to which a Chargor is a party,

(xii) all of the Specified Bank Balances, and

(xiii) the Specified Shares,

3 1 3 assigns and agrees to assign absolutely, the benefit of all of its rights, claims, title and interest in relation to the Charged Property including without limitation

(i) all Insurances and Insurance Proceeds present or future in relation to the Charged Property,

(ii) all rental and other income receivable in respect of the Charged Property and all debts and claims which are due or owing to any Chargor now or in the future under or in connection with any lease, agreement or licence relating to the Charged Property and in each case the right to make demand for and receive the same,

(iii) all authorisations held or utilised by any Chargor in connection with its business or the use of its assets and/or the Charged Property, and

(iv) the Charged Contracts together with all of a Chargor's rights under any other document or contract to which the Chargor is a party,

3 1 4 charges by way of floating charge all its property, assets, rights and revenues whatsoever and wheresoever present or future to the extent not otherwise effectively mortgaged, charged or assigned by clauses 3 1 1 to 3 1 3 (inclusive) above

3 2 The floating charge created under this Deed

- 3 2 1 is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and
- 3 2 2 shall automatically and without notice operate as a fixed charge instantly upon the occurrence of an Event of Default which is continuing
- 3 3 The Lender may at any time by notice in writing to any Chargor convert the floating charge created under this Deed into a fixed charge as regards such assets as it shall specify in the notice, if the Lender considers these assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, and by way of further assurance a Chargor will promptly execute a fixed charge over such assets in such form as the Lender shall require
- 3 4 Any asset acquired by a Chargor after any crystallisation of the floating charge created under this Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge
- 3 5 The Lender confirms it will perform its obligations to the extent arising under the Facility Agreement to make further advances. The mortgages and charges created by this Deed together secure any such further advances made by the Lender
- 4 **Provisions relating to assignment**
- 4 1 Each Chargor shall promptly upon receiving a request from the Lender, give notice of each charge or assignment of the assets listed in clause 3 1 3 by sending a notice in the form set out in Part 1 of Schedule 11 (*Notices*)
- 4 2 Each Chargor shall use its reasonable endeavours to procure that each party on whom a notice is served pursuant to clause 4.1, returns a signed acknowledgement to the Lender in the form of acknowledgement set out in Schedule 11 (*Notices*) within 14 days of it receiving a request under clause 4 1 to serve notice
- 4 3 Whilst no Event of Default exists and is continuing, the Lender shall permit the relevant Chargor to exercise its rights under any of the Charged Contracts provided that the exercise of the rights would not result in an Event of Default

5 **Continuing security**

- 5 1 The security constituted by this Deed shall operate as a continuing security and shall extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge of any of the Secured Obligations or any other matter whatsoever
- 5 2 In the event that the security constituted by this Deed ceases to be a continuing security for whatever reason then the Lender may at that time open or be deemed to have opened a new account or accounts and to credit all or any money arising from the enforcement of the security constituted by this Deed or receivable hereunder to such new account(s) and such events shall not operate to reduce the amount of the Secured Obligations nor shall the liability of a Chargor be reduced or affected by any subsequent transactions, receipts or payments
- 5 3 If the Lender receives notice of any subsequent Encumbrance, or other interest, affecting all or part of the Charged Property, the Lender may open a new account for a Chargor in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of a Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Obligations
- 5 4 If the Lender does not open a new account immediately on receipt of notice under clause 5 3 then, unless the Lender gives express written notice to the contrary to a Chargor, all payments made by a Chargor to the Lender shall be treated as having been credited to a new account of a Chargor and not as having been applied in reduction of the Secured Obligations, as from the time of receipt of the relevant notice by the Lender

6 **Further assurance**

- 6 1 Each Chargor agrees that it shall promptly upon the request of the Lender execute and deliver at its own cost and expense any deed or document and do any act or thing or take any action required by the Lender in order to confirm or establish the validity and enforceability of or otherwise in connection with the creation, perfection, enhancement or protection of the security intended to be created, conferred on the Lender by or pursuant to this Deed (including without limitation) any further legal or other mortgages, charges or assignments and/or notices in favour of the Lender, the

waiver of any landlord's rights to levy distress against or enforce any similar or replacement remedy against any of the Charged Property and any instructions, instruments, transfers, renunciations and/or proxies in favour of the Lender or such other person as the Lender may direct together with any and all filings or registrations or notices or instructions or other steps required by the Lender

7 Preservation of rights

7 1 The security constituted by this Deed and the obligations of each Chargor contained herein and the rights and powers and remedies conferred on the Lender by this Deed shall be in addition to and shall not be merged with nor in any way be prejudiced or affected by any security or guarantee or judgment or order, right of recourse or other right whatsoever (whether contractual, legal or otherwise) now or at anytime hereafter held by the Lender or any other person nor by

7 1 1 any time, waiver, indulgence, consent or concession which any Secured Party may grant to or the terms of any composition or agreement that any Secured Party may enter into with any Chargor, or

7.1 2 any release or intermediate payment or discharge of the Secured Obligations, or

7 1 3 any amendment, novation, supplement, extension or replacement (however fundamental and whether more or less onerous) of the Secured Obligations, or

7 1 4 any legal limitation, disability, incapacity or lack of legal personality or power or authority on the part of any Chargor, or

7 1 5 any unenforceability, illegality or invalidity of the Secured Obligations or any obligations owed by any Chargor, or

7 1 6 any liquidation, winding up, dissolution, amalgamation, reconstruction, reorganisation, bankruptcy, administration or voluntary arrangement of any Chargor or the appointment of any Administrator or Receiver or liquidator or trustee in bankruptcy in respect of the property or business or assets of any Chargor (or the equivalent of such proceedings,

appointments or matters in any jurisdiction) or the occurrence of any other circumstances affecting the liability of any Chargor

7 2 If any payment or discharge or security or any arrangement made in connection with the Secured Obligations is avoided or reduced for whatever reason (including without limitation under any laws relating to liquidation or administration or bankruptcy) the liability of any Chargor and the security created by this Deed shall continue as if there had been no payment, discharge, avoidance or reduction or arrangement and the Lender shall be entitled to recover the value or amount of the security or payment as if the payment discharge or reduction had not occurred

7 3 Any release, discharge or settlement between a Chargor and any Secured Party shall be deemed conditional on no payment or security received by any Secured Party in respect of the Secured Obligations being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise Despite any such release, discharge or settlement

7 3 1 the Lender or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and

7 3 2 the Lender may recover the value or amount of such security or payment from a Chargor subsequently as if such release, discharge or settlement had not occurred

7 4 The Lender shall not be obliged to account to any Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or whom the Lender, acting reasonably, believes to be entitled) in accordance with the requirements of the Deed

8 Indemnities and Exclusion of Liability

8 1 Each Chargor shall indemnify and keep indemnified (on a full indemnity basis) the Lender, any Administrator and any Receiver upon first demand in respect of all claims, costs, expenses and liabilities whatsoever from time to time incurred in

relation to this Deed including (without limitation) all sums paid and expenses incurred by the Lender in relation to

8 1 1 all legal, professional and other fees, stamp duty, stamp duty land tax, registration fees and taxes and any interest, penalties, costs and expenses resulting from any failure to pay such taxes or fees incurred by the Lender in connection with the preparation and execution of this Deed and any release, discharge, reconveyance or reassignment of the Charged Property and the protection, performance, preservation and enforcement of any rights under or in connection with this Deed and the transactions contemplated by it together in each case with any applicable VAT, and

8 1 2 all legal, professional and other fees, costs, losses, actions, claims, expenses, demands or liabilities howsoever and whenever arising which may be incurred by, or made against the Lender, any Administrator or any Receiver or against any manager, agent, officer or employee of any of them at any time relating to or arising directly or indirectly out of or as a consequence of anything done or omitted to be done in the exercise or purported exercise of the powers contained in this Deed

8 2 Neither the Lender, any Administrator or any Receiver will be liable to any Chargor for any expense, loss, liability or damage incurred by such Chargor arising out of the exercise by such party of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct

9 **Undertakings**

9 1 Each Chargor covenants with the Lender in the terms set out in Schedule 4 (*Undertakings*)

10 **Representations**

10 1 Each Chargor represents and warrants to the Lender in the terms set out in Schedule 3 (*Representations*) The representations and warranties are made on the date of this Deed and (other than the Repeating Representations) on each day during the Security Period with reference to the facts and circumstances then existing The

Repeating Representations shall be made by each Chargor at the times and in the manner detailed in the Facility Agreement

11 Interest

- 11 1 Each Chargor agrees to pay interest to the Lender on any money demanded of it under this Deed accruing due to a Secured Party on a daily basis, from day to day, from the date of first demand until payment is made in full (as well after as before judgment or any liquidation or bankruptcy) at the rate of interest which is the default rate of interest agreed to be payable in respect of the Secured Obligations as calculated in accordance with the Finance Documents

12 Amounts payable

- 12 1 All payments by a Chargor under this Deed shall be made

12.1 1 without set off, retention or counterclaim, and

12 1 2 free and clear of withholding or deduction of any taxes except to the extent that a Chargor is required by law to make such withholding or deduction in which case a Chargor shall pay such amount as will result in the receipt by the Lender of the sums that would have been receivable by it in the absence of such withholding or deduction in respect of the Secured Obligations under this Deed

- 12 2 The obligations of any Chargor to make payments under this Deed are in the currency of the Secured Obligations and shall not be discharged or satisfied by the receipt by the Lender of any monies expressed or converted into any other currency and to the extent there is any shortfall between amounts due under this Deed in one currency and receipt by the Lender in another currency then the Lender shall be entitled to recover the amount of any shortfall from a Chargor and to sell any currency received for the currency due and each Chargor shall indemnify the Lender against the full cost incurred in relation to such sale The Lender shall not have any liability to a Chargor in respect of any loss arising from any fluctuation in exchange rates after such sale

- 12 3 The Lender may (but is not obliged to) set off any obligation in respect of the Secured Obligations which is due and payable by any Chargor against any obligation

(contingent or otherwise) owed by the Lender to a Chargor and apply any money held for the account of any Chargor in such order as it shall deem in its absolute discretion appropriate

- 12 4 Any amount due from any Chargor under the terms of this Deed but unpaid, including without limitation any interest, may, at the sole option of the Lender, be added to the Secured Obligations and compounded in accordance with the usual practice of the Lender

13 **Enforcement**

- 13 1 Upon all of the Secured Obligations becoming immediately due and payable in accordance with the terms of the Facility Agreement and the Lender may, without notice to a Chargor enforce all or any part of the security constituted by this Deed at such times, in the manner and on such terms as it thinks fit including (without limitation) the appointment of a Receiver to all or any part of the Charged Property or the appointment of an Administrator of any Chargor for the purposes of and on the terms contained in Schedule B1 Insolvency Act 1986 or, if permitted by law, the appointment of an administrative receiver in respect of any Chargor
- 13.2 Section 103 LPA shall not apply to this Deed and the power of sale under section 101 LPA and all other powers conferred on the Lender and any Receiver by this Deed shall operate as a variation and extension of the statutory powers of sale and other powers under the LPA and such powers shall arise (and the Secured Obligations shall be deemed due and payable for these purposes) on the execution of this Deed
- 13 3 The restrictions contained in section 93 LPA shall not apply to this Deed but the Lender shall have the same right to consolidate this Deed and the money covenanted to be paid with any other security
- 13 4 The statutory powers of leasing may be exercised by the Lender at any time and the Lender and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by sections 99 or 100 LPA
- 13 5 The protection given to purchasers and persons dealing with a Receiver in the LPA will apply to purchasers and any other persons dealing with the Lender or any

Receiver and no purchaser or other person dealing with the Lender or any Receiver will be bound to see or inquire whether the right of the Lender or any Receiver to exercise any of its or his powers has arisen or become exercisable nor be concerned with any propriety or regularity on the part of the Lender or any Receiver in such exercise or dealings or whether any amount remains secured by this Deed

- 13 6 The powers conferred by this Deed on the Lender are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the LPA, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Deed the terms of this Deed will prevail

14 **Receivers**

- 14 1 At any time after having been requested to do so by a Chargor or after the occurrence of an Event of Default or this Deed having become enforceable and save to the extent prohibited by section 72A Insolvency Act 1986 the Lender may in writing by deed or otherwise and without prior notice to a Chargor appoint one or more persons to be a Receiver of the whole or any part of the Charged Property and the Lender may, from time to time, in similar manner, remove a Receiver and appoint another or others in substitution thereof

- 14 2 Each person appointed to be a Receiver pursuant to this Deed will be

14 2.1 entitled to act independently or jointly with any other person appointed as a receiver except to the extent that the Lender may specify to the contrary in the appointment,

14 2 2 for all purposes deemed the agent of a Chargor who shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and at no time shall a receiver act as agent for the Lender, and

14.2 3 entitled to remuneration at a rate to be fixed by the Lender from time to time (without being limited to any maximum rate)

- 14 3 The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the LPA (as extended by this Deed)

or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Property

- 14 4 Any Receiver shall have and be entitled to exercise, in relation to the Charged Property all rights and powers as the Lender shall see fit as though the Lender was absolute owner of the Charged Property, including (without limitation) the rights and powers set out in Schedule 6 (*Powers of Receivers*)
- 14 5 The receipt of the Lender or any Receiver shall be conclusive discharge to any purchaser and, in making any disposal of any of the Charged Property the Lender or any Receiver may do so for such consideration, in such manner and on such terms as the Lender or any Receiver thinks fit
- 14 6 Neither the Lender nor any Receiver nor any officer, employee or agent of the Lender or any Receiver shall be deemed to be or in any way liable to account as mortgagee in possession in respect of all or any Charged Property or be liable in any way to any Chargor or any other person for the manner of exercise or non exercise of any powers or rights of the Lender or any Receiver or for any act or default or omission of any nature whatsoever
- 14 7 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Lender or any Receiver may be exercised or any Receiver's absolute and unfettered discretion without any obligation to give reasons

15 **Appropriations and application of proceeds**

- 15 1 The Lender may apply or refrain from applying any money or property received by it in or towards payment or discharge of any liability in respect of the Secured Obligations in such order or manner as it sees fit or determines and hold any money received by it in an interest bearing suspense account or on account of any Chargor's liabilities under this Deed
- 15 2 If the Lender (or any Receiver) enforces the security constituted by this Deed at a time when no amount in respect of the Secured Obligations is due and payable, or when the amount due and payable is not ascertained, the Lender (or any Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account. The Lender may withdraw amounts standing to the credit of such suspense account for application in or towards discharge of the Secured Obligations.

16 **Immediate recourse**

- 16 1 The Lender shall not be obliged to proceed first against, or enforce any rights or security or claim payment from any person before claiming any benefit under this Deed and each Chargor hereby waives any contrary right it may have whether arising under law or otherwise

17 **Assignment and delegation**

- 17 1 The Lender may (without notice to, or the prior consent of, a Chargor) assign or transfer all or any of its rights or powers under this Deed to any person whether in connection with an assignment or transfer in respect of the Secured Obligations or otherwise and may disclose to any potential assignee, transferee or participant such confidential information about a Chargor and this Deed as it shall deem appropriate
- 17 2 A Chargor may not assign or transfer any of its rights or obligations under this Deed
- 17 3 The Lender and any Receiver may from time to time employ professional advisors and delegate by power of attorney or otherwise to any person any of the powers and discretions of the Lender or any Receiver whether arising by statute, the provisions of this Deed or otherwise upon such terms and for such periods of time as they may think fit (disclosing such confidential information about any Chargor or this Deed as the Lender or any Receiver sees fit) and may at any time determine any such employment or delegation. At no time will either the Lender or any Receiver be liable to a Chargor for any loss or damage arising from any act, default, omission or misconduct of any person

18 **Miscellaneous**

- 18 1 If any term or provision of this Deed shall be determined to be or becomes invalid, illegal or unenforceable all other terms and provisions of this Deed shall nevertheless be valid, legal and enforceable to the fullest extent permitted by law
- 18 2 No failure or delay on the part of the Lender to exercise any right, remedy or power under this Deed or in respect of the Secured Obligations shall operate as a waiver nor shall any partial or defective exercise preclude or impair any other further exercise of that or any other right, remedy or power

- 18.3 No failure by the Lender to give any notice which it is required to give in respect of a Chargor shall affect or impair the liability of a Chargor to any Secured Party under this Deed
- 18.4 At any time after an Event of Default has occurred or this Deed has become enforceable the Lender may redeem or take a transfer of any security ranking in priority to the security constituted by this Deed. The Lender may agree the accounts of the holder of any such prior security which agreement shall be binding and conclusive on a Chargor. Any amount paid in connection with such transfer shall be payable on demand by a Chargor to the Lender.
- 18.5 The powers which this Deed confers on the Lender are cumulative, without prejudice to its powers under general law, and may be exercised as often as the Lender thinks appropriate
- 18.6 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act
- 18.7 This Deed may be executed in two or more counterparts each of which shall constitute an original but which, when taken together, shall constitute one agreement
- 18.8 Any certificate signed as correct by the Lender, showing the amount due under this Deed and any determination by the Lender under this Deed shall be binding and conclusive on and against any Chargor in the absence of manifest error
- 18.9 All consents, notices and demands required in connection with this Deed must be in writing. The Lender may deliver a notice or demand to a Chargor at its registered office or at the contact details last known by the Lender. A notice or demand signed by an official of the Lender will be effective at the time of personal delivery, on the second Business Day after posting, or, if by fax, at the time of sending, if sent before 6.00pm on a Business Day, or otherwise on the next Business Day. A notice from a Chargor to the Lender will be effective on receipt
- 18.10 The Lender and the First Chargor designate this Deed as a Finance Document

18 11 Each Chargor has entered into this Deed in consideration of the Secured Parties agreeing to provide (or continue to provide) finance and other facilities to it on the terms agreed in the Finance Documents

18 12 If there is any conflict between the provisions of this Deed and the provisions of the Facility Agreement, the Facility Agreement shall prevail

18 13 If any party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part)

18 14 A company which is required by or pursuant to the provisions of the Finance Documents to become a Chargor, or which the Lender agrees may become a Chargor, (a "**New Chargor**") shall deliver to the Lender a Deed of Accession, duly executed by the New Chargor and by the First Chargor (for itself and as agent for each other Chargor), and shall become a Party when such Deed of Accession has been executed by the Lender and delivered

18 15 This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other Security or guarantee which the Lender may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations

18 16 Each Chargor submitting this Deed or any counterpart to the Land Registry shall, on each occasion, also submit a certified copy of this Deed and request the return of the original and upon the return of the original it shall deliver such original to the Lender

18 17 This deed and every counterpart is the property of the Lender

19 **Power of attorney**

19 1 As further security for the performance of each Chargor's obligations under this Deed, each Chargor hereby irrevocably appoints each of the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) any Receiver jointly and severally to be its attorney with full power of delegation in its names and on its behalf

19 1 1 to sign, execute, seal, complete and deliver any document, deed, agreement, instrument or act which the Lender or any Receiver may require for perfecting the title of the Lender to the Charged Property or for

vesting the same in the Lender, its nominees or any purchaser or generally for the purposes set out in this Deed,

19 1 2 to sign, execute, seal, complete and deliver any further deed or document required pursuant to clause 6 1, and

19 1 3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposal of the Charged Property, realisation or getting in of the Charged Property or any part of it or in connection with any other exercise of any power under this Deed

20 **Governing law and jurisdiction**

20 1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law

20 2 Each Chargor hereby irrevocably

20 2 1 agrees for the benefit of the Lender that the High Court shall have exclusive jurisdiction in relation to any claim or dispute concerning this Deed and/or any non-contractual obligation arising out of or in connection with this Deed and in relation to the enforcement of any judgment relating to any such claim or dispute, and

20 2 2 waives any right that it may have to object to an action being brought in the High Court or to claim *Forum Non Conveniens* or that the action had otherwise been brought in an inconvenient forum or that the High Court does not have jurisdiction

20 3 The submission by a Chargor to the jurisdiction of the High Court provided above shall not give rise to any limit on the Lender's right to bring legal proceedings in any court having competent jurisdiction or in any court which the Lender believes to have competent jurisdiction at the time legal proceedings are issued Legal proceedings

brought by the Lender in one or more jurisdictions shall not preclude any legal proceedings by the Lender in any other jurisdiction or jurisdictions

21 Service of process

21 1 Without prejudice to any other mode of service allowed under any relevant law, each Chargor

21.1 1 irrevocably appoints the First Chargor as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed (and the First Chargor by execution of this Deed, accepts that appointment), and

21 1 2 agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned

21 2 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the First Chargor (on behalf of all the Chargors) shall immediately (and in any event within seven days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose

22 Communications

22 1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is

22 1 1 in the case of each of the First Chargor and the Lender those given for it in clause 31 2 (*Addresses*) of the Facility Agreement,

22 1 2 in the case of any other Chargor, that notified in writing to the Lender (whether in that capacity or in any other capacity) on or prior to the date on which it becomes a Party or a party to the Facility Agreement, and

22 1 3 in the case of each Receiver and each Delegate, those notified in writing to the Lender (whether in that capacity or in any other capacity) by such Receiver or Delegate (or by the Lender on its behalf) as soon as practicable after its appointment,

or any substitute address, fax number or department or officer as the relevant person may notify to the Lender (or as the Lender may notify to the other Parties, if a change is made by the Lender) by not less than five Business Days' notice

22 2 Each Chargor (other than the First Chargor) by its execution of this Deed or a Deed of Accession irrevocably appoints the First Chargor to act on its behalf as its agent in relation to any Security Document and irrevocably authorises

22 2 1 the First Chargor on behalf of such Chargor to supply to the Lender all information concerning such Chargor contemplated by this Deed and to complete and give all notices, requests and instructions, to execute on its behalf any Deed of Accession and any other Security Document, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by such Chargor, without (in any case) further reference to or the consent of such Chargor, and

22 2 2 the Lender to give or make to the First Chargor (and not to such Chargor) any notice, demand or other communication concerning such Chargor pursuant to the Security Documents,

and in each case such Chargor shall be bound as though such Chargor itself had given the information, notices, requests and instructions or executed or made the Deed of Accession, such other Security Documents or such agreements, or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication

23 **Releases**

23 1 Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Chargors, provide releases to the relevant Chargors in respect of

23 1 1 its rights under this Deed, and

23 1 2 the Charged Property,

in the form set out in Schedule 13 (Deed of Release)

IN WITNESS WHEREOF this Deed has been executed as a deed by each Chargor and signed by the Lender and is intended to be and is hereby delivered on the date first above written

Schedule 1

The Chargors (other than the First Chargor)

<u>Name</u>	<u>Registered Number</u>
TWI Limited	03859442
The Test House (Cambridge) Limited	02513984
Plant Integrity Limited	03341703
TWI Certification Limited	03108202

Schedule 2

Property

Freehold land and buildings at Abington Hall, Granta Park, Great Abington, Cambridge, CB1
6GA registered at the Land Registry with title number CB263298

Schedule 3

Representations

- 1 Each Chargor represents and warrants to the Lender on the date of this Deed in the terms of the Repeating Representations, in each case as if expressly set out in this Deed and so far as applicable to such Chargor or the Secured Assets of such Chargor Each of the Repeating Representations is made by reference to the facts and circumstances existing at the date of this Deed or, where deemed pursuant to clause 10.1 to be repeated at a later date, by reference to the facts and circumstances existing at each such later date
- 2 Each Chargor further represents and warrants as follows
 - 2.1 it is the sole legal and beneficial owner of the whole of the Charged Property free from other security and encumbrances,
 - 2.2 it is duly incorporated and validly existing under the laws of England and Wales with the power and authority to own its assets and carry on its business as presently being conducted,
 - 2.3 all actions and conditions required in order for it to lawfully enter into, exercise its rights and comply with its obligations under this Deed as valid legally binding and enforceable obligations have been obtained or effected and are in full force and effect,
 - 2.4 its entry into and performance of its obligations under this Deed will not conflict with any law or regulation applicable to it or its constitutional documents or agreement or instrument binding upon it in any material respect or any of the Charged Property or constitute a default or termination (however defined) under any such agreement or instrument,
 - 2.5 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it,
 - 2.6 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property,

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- 2 7 no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use,
- 2 8 nothing has arisen, has been created or is subsisting which would be an overriding interest in any Property,
- 2 9 there is no prohibition on assignment in any insurance policies and the entry into this Deed does not and will not constitute a breach of any insurance policies or any other agreement or instrument binding on a Chargor or its assets,
- 3 The security created by this Deed constitutes first priority security over the assets which are expressed to be subject to such security and those assets are not subject to any security other than any Permitted Security

Schedule 4

Undertakings

Part 1 – General Covenants

1 Negative Pledge and Disposal Restrictions

1 1 Each Chargor undertakes to the Lender, that it shall not at any time except with the prior consent of the Lender

1 1 1 create or permit to subsist any security in respect of the whole or any part of the Charged Property other than by the security created by this deed and any Permitted Security, or

1 1 2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of

(i) the whole or any part of the Charged Property (other than the Floating Charge Assets, in respect of which the provisions of paragraph (ii) of this clause 1 1 2 shall apply), or any interest therein, or

(ii) the whole or any part of the Floating Charge Assets, or any interest therein, other than in the ordinary course of the Chargor's business and on normal commercial terms,

1 1 3 sell, assign, lease, license or sub-license or grant any interest in the Intellectual Property or purport to do so or part with possession or ownership of them or allow any third party access to them or the right to use or copy them

2 Centre of Main Interests

2 1 Each Chargor shall ensure that its centre of main interest, including (without limitation) its place of registered office, is and remains situated within the jurisdiction of the High Court for the purposes of the opening of insolvency proceedings under the Insolvency Regulation and all other applicable law

3 **Preservation of Charged Property**

- 3 1 Each Chargor shall not do or cause or permit to be done anything which may in the reasonable opinion of the Lender, in any way depreciate, jeopardise or otherwise prejudice the value to the Lender (whether monetary or otherwise) of the whole or any part of the Charged Property

4 **Enforcement of Rights**

- 4 1 Each Chargor shall use all reasonable endeavours to procure the prompt observance and performance of the covenants and other obligations imposed on each Chargor's counterparties and enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Lender may from time to time require

5 **Notice of Breaches**

- 5 1 Each Chargor shall promptly on becoming aware of any of the same give the Lender notice in writing of any breach of

5 1 1 any representation or warranty set out in Schedule 3 (*Representations*), or

5 1 2 any covenant set out in this Schedule 4 (*Undertakings*)

6 **Title Documents**

- 6 1 Each Chargor shall, on the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Property), deposit with the Lender and the Lender shall during the Security Period be entitled to hold

6 1 1 all deeds and documents of title relating to the Charged Property which are in the possession or control of a Chargor (if these are not within the possession and/or control of a Chargor, each Chargor undertakes to obtain possession of all such deeds and documents of title),

6 1 2 all Insurances,

6 1 3 all deeds and documents of title (if any) relating to Book Debts as the Lender may specify from time to time,

- 6 1 4 transfers of the Securities duly executed by each Chargor in favour of the Lender or with the name of the transferee left blank (if the Lender so requires) together with such other documents as the Lender may require to enable the Lender or the Lender's nominee or any purchaser to be registered as the owner or otherwise to obtain title to the Securities

Part 2 – Book Debts and Insurances

1 Book Debts

- 1 1 Each Chargor shall not release, exchange, compound, set-off, grant time or indulgence, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of, or in any other manner deal with, all or any of the Book Debts
- 1 2 Each Chargor shall
- 1 2 1 as an agent for the Lender, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds on trust for the Lender,
- 1 2 2 not, without the prior written consent of the Lender, withdraw any amounts standing to the credit of the Designated Account, and
- 1 2 3 if called on so to do by the Lender, execute a legal assignment of the Book Debts to the Lender in such terms as the lender may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred

2 Insurances

- 2 1 Each Chargor shall maintain Insurances in respect of the Charged Property to its full reinstatement value with a reputable insurer previously approved by the Lender on and in relation to its business and assets and against such risks and to the extent as is usual for companies carrying on a business similar to that of each Chargor
- 2 2 Each Chargor shall ensure that each of the Insurances relating to the Charged Property contains (i) confirmation that the Lender is co-insured on the policy and (ii) a first loss payee clause and a standard mortgagee clause whereby such insurance will not be invalidated, vitiated or avoided against a mortgagee in the event of any

misrepresentation, act, neglect or failure to disclose on the part of the insured, all in such manner as the Lender may in its absolute discretion require

- 2 3 Each Chargor shall immediately give notice to the Lender of any occurrence which may give rise to a claim under any of the Insurances relating to the Charged Property and not without the prior written consent of the Lender agree to settlement of any claim
- 2 4 Each Chargor shall promptly pay all premiums and other monies payable under all its Insurances and promptly upon request, produce to the Lender a copy of the Insurances and evidence acceptable to the Lender of the payment of such sums
- 2 5 The Lender may at the cost of a Chargor effect or maintain or renew any of the Insurances relating to the Charged Property on such terms, in such name(s) and in such amount(s) as it considers appropriate
- 2 6 Subject to the provisions of the Facility Agreement, all Insurance Proceeds whatsoever and whensoever relating to the Charged Property shall, as the Lender so directs, be applied in repairing, replacing, restoring or rebuilding the property or assets damaged or destroyed or otherwise making good the loss or damage or in or towards the discharge of the Secured Obligations Each Chargor shall hold any such Insurance Proceeds received by it on trust for the Lender pending payment to or direction from the Lender and each Chargor waives any right it may have to require that any such monies are applied in any other manner than the Lender so directs

Part 3 – Property Covenants

1 Repair and Condition

Each Chargor shall repair and keep in good and substantial repair and condition to the satisfaction of the Lender all the Charged Property including (without limitation) all buildings, erections and structures on or in the Property

2 Alterations

- 2 1 Each Chargor shall not, without the prior written consent of the Lender

2 1 1 pull down or remove the whole or any part of any building forming part of any Property, or

- 2 1 2 make any alterations to any Property or sever or remove any of its fixtures,
- 2 1 3 remove or make any alterations to any of the Equipment belonging to or in use by a Chargor on any Property (except to affect necessary repairs or replace them with new or improved models or substitutes), or
- 2 1 4 whenever any Equipment is destroyed, damaged or deteriorates, immediately repair, replace and make good the same

3 Good Management

3 1 Each Chargor shall

- 3.1 1 carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties are or may be used for the purposes of trade or business,
- 3 1 2 manage the Charged Property and any person occupying the whole or any part of the Charged Property under any occupational lease in accordance with the principles of good estate management and in any manner that the Lender may in its discretion require,
- 3 1 3 perform and comply with its obligations as lessor under any occupational lease and shall procure that each lessee under such lease performs its obligations thereunder and shall forthwith advise the Lender (on it coming to the knowledge of any Chargor) of any breach by such lessee,

4 Planning Information

4.1 Each Chargor shall

- 4 1 1 give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority ("**Planning Notice**") that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice, and

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- 4 1 2 (if the Lender so requires) immediately, and at the cost of any Chargor, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Planning Notice as the Lender may desire

5 **Compliance with covenants and payment of rent**

5 1 Each Chargor shall

- 5 1 1 observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed, and

- 5 1 2 (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time and perform and observe all the tenant's covenants and conditions

6 **Maintenance of interests in Properties**

6 1 Each Chargor shall not, without the prior written consent of the Lender

- 6 1 1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the Law of Property Act 1925; or

- 6 1 2 in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable estate or interest in the whole or any part of any Property

7 **Registration restrictions**

Each Chargor shall use all reasonable endeavours to procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of any Property without the prior written consent of the Lender. Each Chargor shall be liable

for the costs of the Lender in lodging cautions against the registration of the title to the whole or any part of any Property from time to time

8 **Development restrictions**

Each Chargor shall not, without the prior written consent of the Lender, save for the development permitted under the terms of the Facility Agreement, carry out or permit or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of any Property.

9 **Environment**

9.1 Each Chargor shall:

9.1.1 comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property, and

9.1.2 obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law, and

9.1.3 notify the Lender promptly if any environmental or other condition exists which could have a Material Adverse Effect

10 **No restrictive obligations**

Each Chargor shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of any Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property

11 **Proprietary rights**

Each Chargor shall use all reasonable endeavours to procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Lender

12 **Inspection**

Each Chargor shall permit the Lender and any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice

13 **Property information**

Each Chargor shall inform the Lender promptly of any acquisition by a Chargor of, or contract made by a Chargor to acquire, any freehold, leasehold or other interest in any property and will duly execute a Supplemental Legal Mortgage

14 **Registration at the Land Registry**

Each Chargor consents to an application being made by the Lender to the Land Registrar for the following restriction to be registered against its title to each Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Barclays Bank PLC referred to in the charges register [or its conveyancer] "

Part 4 – Securities

1 **Dividends and voting rights pre enforcement**

Unless and until the security constituted by this Deed becomes enforceable or the Lender directs otherwise, a Chargor may continue to exercise all voting and other rights attaching to the Securities

2 **Dividends and voting rights post enforcement**

2 1 After the security constituted by this Deed has become enforceable

2 1 1 all dividends and other distributions paid in respect of the Securities and received by a Chargor shall be held on trust for the Lender and immediately paid into a Designated Account or, if received by the Lender, shall be retained by the Lender, and

2 1 2 all voting and other rights and powers attaching to the Securities shall be exercised by, or at the direction of, the Lender and a Chargor shall, and

shall procure that its nominees shall, comply with any directions the Lender may, in its absolute discretion, give concerning the exercise of those rights and powers

3 Calls on Securities

Each Chargor shall duly and promptly pay all calls, instalments and other monies which may be payable from time to time in respect of the Securities. Each Chargor acknowledges that the Lender shall not be under any liability in respect of any such calls, instalments or other monies

4 No alteration of Securities

4 1 Each Chargor shall not, without the prior written consent of the Lender, amend, or agree to the amendment of, the memorandum or articles of association or any other constitutional documents of any issuer that is not a public company, or the rights or liabilities attaching to any of the Securities

4 2 Each Chargor will remain the sole beneficial owner of the Specified Shares and of any other Securities acquired by it, or in which it has acquired a beneficial interest, after the date of this Deed

4 3 Each Chargor shall not, without the prior written consent of the Lender, nominate any other person or persons to enjoy or exercise any rights as the registered holder of the Specified Shares (save where the Specified Shares have been registered in the name of the Lender or its nominee pursuant to the provisions of this Deed) and it will remain the legal owner of the Specified Shares

5 Preservation of Securities

5 1 Each Chargor shall ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no issuer that is not a public company shall

5 1 1 consolidate or subdivide any of its Securities, or reduce or re-organise its share capital in any way,

5 1 2 issue any new shares or stock, or

- 5 1 3 refuse to register any transfer of any of its Securities which may be lodged for registration by, or on behalf of, the Lender or a Chargor in accordance with this Deed

6 Securities information

- 6 1 Each Chargor shall send to the Lender copies of all notices, circulars, reports, accounts and other documents, which are sent to holders of any Securities, promptly following receipt
- 6 2 Prior to the date of the occurrence of an Enforcement Event a Chargor shall be entitled to
- 6 2 1 receive and retain any Distributions paid to it, and
- 6 2 2 exercise and control the exercise of all voting and other rights relating to the Charged Property
- 6 3 The entitlement of a Chargor under clause 6 2 may at any time be terminated upon and to the extent of any notice by the Lender to any Chargor evidencing the Lender's intention thenceforth to itself receive and retain any Distributions payable and/or direct the exercise of such rights and/or register any transfer of Securities for the purpose of preserving the value of the security constituted by this Deed. Any Distributions paid to a Chargor following the giving of such notice shall be held in trust by a Chargor (and otherwise separated from its assets) on behalf of the Lender

Part 5 - Equipment covenants

1 Maintenance of Equipment

- 1 1 Each Chargor shall
- 1 1 1 maintain the Equipment in good and serviceable condition (except for expected fair wear and tear), and
- 1 1 2 not permit any Equipment to be
- (i) used or handled, other than by properly qualified and trained persons, or

- (ii) to be overloaded or used for any purpose for which it is not designed or reasonably suitable

2 Payment of Equipment taxes

Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of payment to the Lender

3 Equipment information

3 1 Each Chargor shall

- 3 1 1 give the Lender such information concerning the location, condition, use and operation of Equipment as the Lender may require, and
- 3 1 2 permit any persons designated by the Lender to inspect and examine Equipment and the records relating to Equipment at all reasonable times

4 Equipment insurance

4 1 Each Chargor shall.

- 4 1 1 at its own expense, procure that the Equipment is covered and kept covered by insurance of a kind satisfactory to the Lender with insurers approved by the Lender (such approval not to be unreasonably withheld) for full comprehensive insurance cover, which shall include (but not be limited to) fire, theft and accident, for an amount which is not less than the aggregate cost of reinstating or replacing such Equipment,
- 4 1 2 if the Lender so requires, procure that the interest of the Lender is noted on all such insurance policies or, at the option of the Lender, that such insurance policies are issued in the joint names of the Lender and each Chargor, and
- 4 1 3 maintain insurance for third party liabilities in such amount, and on such terms, as is usual for users of equipment of the same type as the Equipment

5 **Notice of charge**

- 5 1 Each Chargor shall, if so requested by the Lender, place and maintain on each item of Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording

"NOTICE OF CHARGE

This [DESCRIPTION OF ITEM] and ancillary equipment is subject to a fixed charge dated [DATE] in favour of Barclays Bank PLC"

Part 6 - Intellectual Property covenants

1 **Preservation of rights**

Each Chargor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation), observing all covenants and stipulations relating to such rights and paying all applicable renewal fees, licence fees and other outgoings

2 **Registration of Intellectual Property**

Each Chargor shall use all reasonable efforts to effect registration of applications for registration of any Intellectual Property and keep the Lender informed of all matters relating to such registration

3 **Maintenance of Intellectual Property**

Each Chargor shall not permit any Intellectual Property to be abandoned, cancelled or to lapse

Part 7 – Charged Contracts Covenants

Performance under contracts

- 1 Each Chargor will perform all of its obligations under the Charged Contracts in accordance with its terms and not make or agree to make any material amendments or modifications to the Charged Contracts without the prior written consent of the Lender

- 2 Each Chargor will not waive any of its rights under the Charged Contracts, nor exercise any rights to terminate any of the Charged Contracts except, in any case, with the prior written consent of the Lender
- 3 Each Chargor will promptly inform the Lender of any material disputes or material notices received relating to the Charged Contracts

Schedule 5

Events of Default

- 1 For the purposes of this Deed, it shall be an Enforcement Event if an Event of Default (as defined in the Facility Agreement) occurs or a Chargor breaches any term of this Deed

Schedule 6

Powers of Receivers

- 1 All the powers to do or abstain from doing anything which any Chargor could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by section 109 LPA and Schedule 1 to the Insolvency Act 1986 and with all the powers of an absolute beneficial owner and in particular a receiver may
 - 1 1 carry on, manage or concur in carrying on managing the whole or any part of the business of any Chargor as he may in his discretion think fit,
 - 1 2 manage, insure, repair, decorate, maintain, alter, improve, overhaul, renew or add to the Charged Property or concur in so doing as he may in his discretion think fit,
 - 1 3 commence or complete any building operations on the Properties as he may in his discretion think fit,
 - 1.4 apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences as he may in his discretion think fit,
 - 1 5 in each case in such manner and generally on such terms as he may in his discretion think fit, (exercising any such power by effecting such transaction in the name of or on behalf of any Chargor or otherwise)
 - 1 5 1 let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing,
 - 1 5 2 grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property,
 - 1 5 3 exchange or concur in exchanging the Charged Property, and
 - 1 5.4 sell, exchange, convert into money and realise the Charged Property or concur in so doing whether by public auction or private

contract or otherwise and generally in such manner and on such terms as he may in his discretion think fit for any valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may in his discretion think fit,

- 1 6 for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs which are incurred in the exercise of such powers, authorities or discretions or for any other purpose, raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the security constituted by this Deed or otherwise, and generally on such terms as he may in his discretion think fit No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed,
- 1 7 make, or require the directors of any Chargor to make, such calls upon the shareholders of any Chargor in respect of any uncalled capital of any Chargor as the Lender may in his discretion require and enforce payment of any call so made by action (in the name of a Chargor or a Receiver may in his discretion think fit) or otherwise,
- 1 8 settle or compromise any claim by, adjust any account with, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he may in his discretion think fit,
- 1 9 bring, prosecute, enforce, defend and abandon all such action, suits and proceedings in relation to the Charged Property as he may in his discretion think fit,
- 1 10 promote the formation of any subsidiary of a Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property,
- 1 11 arrange for the purchase, lease, licence or acquisition or an interest in the Charged Property by any such subsidiary for any valuable consideration or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such

subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as a receiver may in his discretion think fit,

- 1 12 arrange for such subsidiary to trade or cease to trade as the receiver may in his discretion think fit,
- 1 13 appoint and discharge any manager, officer, agent, professional advisor, employee and any other person, upon such terms as he may in his discretion think fit,
- 1 14 give valid receipts for all monies and execute all assurances and things which he may in his discretion think proper or desirable for selling, leasing, converting, realising or otherwise dealing with the Charged Property,
- 1 15 conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other action, whether required under Environmental Law or by the Lender or otherwise and comply with all lawful orders and directives of all authorities regarding Environmental Law, and
- 1 16 do all such other acts and things as a receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property

Schedule 7

Form of Supplemental Legal Mortgage

Dated []

(1) []

(2) BARCLAYS BANK PLC

Supplemental Legal Mortgage

Relating to Land at []

THIS DEED is dated [] between

- (1) [] of [registered office] and registered in [England and Wales] with company number [] (the "**Chargor**"), and
- (2) **BARCLAYS BANK PLC** whose address for the purposes of this Supplemental Legal Mortgage is at 1 Churchill Place, London E14 5HP (the "**Lender**")

BACKGROUND

- (A) This Supplemental Legal Mortgage is supplemental to a debenture dated [] 2013, made between, amongst others, The Welding Institute (the "**First Chargor**"), the Chargor and the Lender (the "**Debenture**")
- (B) This is a Finance Document (as defined in the Facility Agreement)
- (C) The Lender holds the benefit of this Supplemental Legal Mortgage, including the security created and other rights granted in it on trust for the Secured Parties
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

4 Interpretation

4.1 Definitions

In this Deed

"**Facility Agreement**" means the facility agreement dated [] between, amongst others, the First Chargor, the other Chargors and the Lender

"**Property**" means

- (a) the property specified in Schedule 1 (*Details of Property*),
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and

-
- (c) any proceeds of sale and all rights, powers, benefits, warranties and guarantees given or implied in relation to the property including all rights under any agreement for sale, agreement for lease or licence

4.2 Interpretation

- 4.2.1 Save as provided in Clause 2 (*Incorporated Provisions*) or otherwise defined in this Supplemental Legal Mortgage, capitalised terms defined in the Facility Agreement and/or the Debenture shall have the same meaning in this Supplemental Legal Mortgage
- 4.2.2 The provisions of Clause 1.3 of the Debenture apply to this Supplemental Legal Mortgage (including the provisions incorporated herein by Clause 2 (*Incorporated Provisions*)) as if expressly set out herein, *mutatis mutandis*, with each reference to the deed therein being deemed to be a reference to this Supplemental Legal Mortgage
- 4.2.3 The terms of the other Finance Documents are incorporated in this Supplemental Legal Mortgage to the extent required to ensure that any purported disposition of the Property contained in this Supplemental Legal Mortgage is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- 4.2.4 If the Lender reasonably consider that an amount paid by the Chargor or any other person to a Secured Party is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Supplemental Legal Mortgage

5 **Incorporated provisions**

- 5.1 For the avoidance of doubt and without prejudice to the generality of the foregoing Clauses, the provisions of the Debenture apply in relation to the Property to the extent that the same apply to the Property (as defined in the Debenture) and (so far as necessary to make them apply to and be enforceable in relation to the Property) they shall be deemed to be incorporated into this Supplemental Legal Mortgage, *mutatis mutandis*, as though set out in full herein with each reference therein to

5 1 1 **Debenture** being deemed to be a reference to this Supplemental Legal Mortgage, and

5 1 2 **Schedule 2** being deemed to be a reference to the Schedule to this Supplemental Legal Mortgage

6 **Fixed Security**

6 1 The Chargor charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Liabilities, by way of first legal mortgage to the Property

7 **Application to the Land Registry**

7 1 The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date of this Deed*] in favour of Barclays Bank PLC referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised office "

and, where applicable, notice of an obligation to make further notices

8 **Continuation**

8 1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect

8 2 References in the Debenture to "this deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Supplemental Legal Mortgage and to this Supplemental Legal Mortgage

8 3 This Supplemental Legal Mortgage is supplemental to the Debenture On and from the date of Supplemental Legal Mortgage

8 3 1 the Supplemental Legal Mortgage and the Debenture shall be read and construed as one document and in particular the definition of "Property" in

the Debenture shall include the Property described in the Schedule hereto, and

8.3 2 the Chargor acknowledges that references to the "Debenture" in the Facility Agreement are references to the Debenture as amended by this Supplemental Legal Mortgage

9 **Third party rights**

9 1 A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

10 **Governing law**

10 1 This Deed is governed by English law

11 **Counterparts**

11 1 This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed Any party may enter into this Mortgage by signing any such counterpart

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

EXECUTION

The Chargor

Executed as a deed by [
acting by a director

Director

in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

[other chargors to be inserted]

] **Communications to be delivered to:**

Address

Fax number

Attention.

The Lender

Executed as a deed by,
as attorney for
BARCLAYS BANK PLC
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation.

as attorney for
BARCLAYS BANK PLC

Communications to be delivered to:

Address

Fax number

Attention

Schedule 8

Charged Contracts

- 1 Appointment dated 8th October 2013 made between the TWI Limited and Glanville Consultants Limited (as CDM Co-ordinator)
- 2 Appointment dated 8th October 2013 made between TWI Limited and Glanville Consultants Limited (as Civil and Structural Engineers)
- 3 Appointment dated 8th October 2013 made between TWI Limited and Davis Langdon LLP (as Employers Agent)
- 4 Appointment dated 8th October 2013 made between TWI Limited and David Langdon LLP (as Quantity Surveyor)
- 5 Appointment dated on or around the date of this Deed made between TWI Limited and Hoare Lea (as M & E Engineer)
- 6 Appointment dated on or around the date of this Deed made between TWI Limited and Eric Parry Architects Limited (as Architect)
- 7 Enabling works building contract dated on or around the date of this Deed made between TWI Limited and Jackson Civils Limited
- 8 Building Contract dated on or around the date of this Deed made between TWI Limited and the Building Contractor
- 9 Performance Bond dated on or around the date of this Deed given in respect of the obligations of the Building Contractor

Schedule 9

Bank accounts

Name of Chargor	Name or designation of bank account	Number of bank account	Name of bank and branch holding account

Schedule 10

Specified Shares

Name of Chargor	Number of Shares
Welding Institute (The)	The entire issued share capital of each Chargor (other than the First Chargor)

Schedule 11

Notices

Part 1 – Notice to insurer

(For attachment by way of endorsement to the Insurances)

To [name and address of insurer]

Dated [date]

Dear Sirs,

Re: The policies of insurance referred to in the Schedule below (the “Policies”)

We, [Chargor] (the “Chargor”), give you notice that, by a debenture dated [date] (the “**Debenture**”) and made by (amongst others) ourselves in favour of Barclays Bank PLC (the “**Lender**”), we have charged by way of fixed charge and assigned to the Lender, as first priority charge and assignee, all of the Policies as are capable of being charged and/or assigned by law

The assets charged and assigned include all our right, title and interest in and to the Policies (including, but not limited to, the benefit of all sums assured by the Policies and all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of our ownership of the Policies and all interest on any of the secured money) We may continue to receive payment of claims under £25,000 and up to £100,000 in aggregate in any calendar year unless you receive notice to the contrary from the Lender

We irrevocably and unconditionally authorise and request you

- 1 to note the Lender's interest as co-insured, first chargee and sole loss payee of the proceeds of such Policies, subject to the financial limitations referred to above, and
- 2 to give the acknowledgement, undertakings and agreements required by the Lender and if required to do so by the Lender to act on the instructions of the Lender without any further reference to or authorisation from us You may continue to act on our instructions with regard to the policies until you receive notice to the contrary from the Lender

Please sign the enclosed copy of this notice and deliver it to the Lender at [address] (with a further copy sent to us)

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

Yours faithfully,

For and on behalf of [Chargor]

By

The Schedule

The Policies

*** To be completed by the Chargor and approved by the Lender and to include all relevant policies with the named insurer**

Policy number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy #
1 [number]				
2 [number]				
3 [number]				
4 [number]				
5. [number]				

not required if policies are annually renewable

Dated [date]

[to be included on copy notice]

To Barclays Bank PLC (as referred to in the Debenture)

Copy to [name and address of Chargor]

We [name of insurer] acknowledge receipt of the above notice. We

- 1 agree to note your interest as co-insured, first charge and sole loss payee of the proceeds of such Policies. We understand that the Chargor may continue to receive payment of claims under £25,000 and up to £100,000 in aggregate in any calendar year until we receive notice to the contrary from you
- 2 undertake to disclose to you, promptly following request, without any reference to or further authority from the Chargor, such information relating to the Policies as you may at any time reasonably request;
- 3 confirm that we have not received any notice of any previous assignment or charge by the Chargor of or over any of its rights, title, interests or benefits referred to in the notice,
- 4 agree promptly to notify you of our intention to cancel or decline renewal of any of the Policies; and
- 5 agree promptly to notify you of any request made, or notification given, by the Chargor to us, to cancel the Policies, or to allow the Policies to lapse

Terms defined in the notice apply to this endorsement, which is governed by English law together with any non-contractual obligations arising out of or in connection with it

Signed

for and on behalf of *[name of insurer]*

Dated. *[date]*

Part 2 – Notice to counterparties of Charged Contracts

To *[name and address of counterparty]*

Dated *[date]*

Dear Sirs,

Re: *[here identify relevant Charged Contract]* **[the “Contract”]** made between (1) *[Chargor]* (the “Chargor”) and (2) *[here insert name of counterparty]*

We, the Chargor, give you notice that, by a debenture dated *[date]* (the “**Debenture**”) and made by (amongst others) ourselves in favour of Barclays Bank PLC (the “**Lender**”), we

have charged by way of fixed charge and assigned to the Lender, as first priority charge and assignee, all of our rights, title and interest in the Contract

We further irrevocably and unconditionally

- 1 notify you that we may not agree to amend, modify or terminate the Contract without the prior written consent of the Lender,
- 2 confirm that, subject to paragraph 1 above, you may continue to deal with us in relation to the Contract until you receive written notice to the contrary from the Lender, but authorise and instruct you that, after you have received such notice, we will cease to have any right to deal with you in relation to the Contract except in accordance with the instructions of the Lender and therefore from that time you may deal directly with the Lender,
- 3 authorise and instruct you to disclose information in relation to the Contract to the Lender promptly on request, without any enquiry by you as to the justification for such disclosure or reference to or further authority from us,
- 4 authorise and instruct you to pay or release all monies to which we are entitled under the Contract directly into [*specify designated bank account*] or, if the Lender so instructs you, into such other account as the Lender shall specify,
- 5 authorise and instruct you that, whenever you serve any notice upon us under the Contract, you should supply a copy of such notice to the Lender at its address given in the copy of this notice (or as otherwise notified to you by it from time to time),
- 6 notify you that the provisions of this notice may only be revoked with the written consent of the Lender, and
- 7 confirm that we have not received any notice of any previous assignment or charge by the Chargor of any of its rights, title and interest in the Contract

Please sign the copy of this notice and deliver it to the Lender (with a further copy to us)

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

Yours faithfully,

For and on behalf of [*Chargor*]

By

[to be included on copy notice]

To Barclays Bank PLC

Copy to [*name and address of Chargor*]

We [*name of counterparty*] acknowledge receipt of the above notice We

- 1 accept the instructions and authorisations set out in the notice and undertake to act in accordance with such instructions and authorisations, and
- 2 confirm that we have not received notice that the Chargor has assigned its rights under the Contract to a third party or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party

Terms defined in the notice apply to this endorsement, which is governed by English law together with any non-contractual obligations arising out of or in connection with it

Signed

for and on behalf of [*name of counterparty*]

Dated [*date*]

Part 3 – Notice to bank operating secured account

Part A – Form of Notice on account(s) under the control of the Lender

To [*name and address of account bank*] (the “**Account Bank**”)

Dated [*date*]

Dear Sirs,

Re: **Account No:** [*insert account number*] (the “**Account**”)
 Account Branch: [*insert branch name and address*]
 Account Holder: [*name of Chargor*] (the “**Chargor**”)

We, the Chargor, give you notice that, by a debenture dated [date] (the "**Debenture**") and made by (amongst others) ourselves in favour of Barclays Bank PLC (the "**Lender**"), we have charged by way of fixed charge to the Lender, as first priority chargee, all the monies (including interest) from time to time standing to the credit of the Account including any re-designation and/or re-numbering from time to time of such Account (the "**Charged Account**") and all indebtedness represented by the Charged Account and have assigned to the Lender all our rights and benefits in respect of the Charged Account

We irrevocably and unconditionally authorise and instruct you

- 1 to hold all monies from time to time standing to the credit of the Charged Account to the order of the Lender and accordingly to pay all or any part of those monies to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect, and
- 2 to disclose to the Lender such information related to us and the Charged Account as the Lender may from time to time request you to provide

We notify you that we may not withdraw any monies from the Charged Account without first having produced to you the prior written consent of the Lender to such withdrawal

The provisions of this notice may only be revoked or varied with the prior written consent of the Lender

Please sign the enclosed copy of this notice and deliver it to the Lender at [address] (with a further copy to us)

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

Yours faithfully,

for and on behalf of [*Chargor*]

[to be included on copy notice]

To Barclays Bank PLC

Copy to *[name and address of Chargor]*

We *[Name of Account Bank]*

- 1 acknowledge receipt of the above notice,
- 2 agree to act in accordance with the authorisations, instructions and notifications contained or referred to in the above notice,
- 3 confirm that we have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Account, or the indebtedness represented by them, or otherwise granted any security or other interest over those monies, or such indebtedness, in favour of any third party;
- 4 undertake that we will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Account, and
- 5 agree that any notice or other communication from us to the Lender will be sent or made to the address of the Lender stated above, or to such other address as the Lender may from time to time notify to us

Terms defined in the notice apply to this endorsement, which is governed by English law together with any non-contractual obligations arising out of or in connection with it

for and on behalf of *[name and address of Account Bank]*

Dated *[date]*

Schedule 12

Deed of Accession

This Deed is made on [date]

between

- (1) [name of acceding company], [a company incorporated in England and Wales with company number [number]]/[alternate corporate description, as appropriate], (the "**New Chargor**"),
- (2) **WELDING INSTITUTE (THE)** registered as a private company limited by guarantee with no share capital in England and Wales with registered number 00405555 and whose registered office is at Granta Park, Great Abington, Cambridge CB21 6AL (the "**First Chargor**"), and
- (3) **BARCLAYS BANK PLC** whose address for the purposes of this Deed is at 1 Churchill Place, London E14 5HP (the "**Lender**")

1 Interpretation

1 1 In this Deed, the "**Debenture**" means a debenture dated [date] made between, amongst others, the First Chargor, each of the other Chargors and the Lender as amended, novated, supplemented, extended or restated from time to time

1 2 Unless a contrary indication appears

1 2 1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture, and

1 2 2 the principles of construction set out or referred to in clause 1 3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed

2 Representations

2 1 The New Chargor warrants and represents to the Lender that

2 1 1 it is a [[wholly owned] Subsidiary of the [First Chargor]/[Company]]/ member of the Group, and

2 1 2 it has given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the New Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business

3 **Agreement to accede**

3 1 The New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "Effective Date")

4 **Effect of accession**

4 1 On and after the Effective Date, the Debenture shall be read and construed for the all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date)

5 **Security**

5 1 Security over all assts

5 1 1 The New Chargor grants to the Lender in relation to its assets and undertaking the same Security as is set out in clause 3 (Security) of the Debenture

5 1 2 The New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession

5 2 Specific Security

5 2 1 Without limiting the generality of clause 5 1 (*Security over all assets*) of this Deed or of the Debenture, the New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Lender

(i) [by way of first legal mortgage, all its Property, identified in Schedule 2 (*Property*) to this Deed,]

(ii) [by way of first fixed charge the equipment (which shall be Equipment for the purposes of the Debenture) listed in Schedule [] (*Specifically identified equipment owned by the New Chargor*) to this Deed (but not including any of the assets which is subject to a valid legal mortgage under clause 5 2 1(i) of this Deed,]

(iii) [by way of first fixed charge, all the Shares listed in Schedule 10 (*Specified Shares*) to this Deed,]

(iv) [by way of first fixed charge, the Securities or Distributions accruing to or on the Shares listed in Schedule 10 (*Specified Shares*) to this Deed,]

[and as a continuing security for the payment, discharge and performance of the Secured Obligations assigns and agrees to assign in favour of the Lender all of its rights, title and interest (if any) in and to each of the contracts and agreements specified in Schedule 8 (*Charged Contracts*) to this Deed, each of which is defined to be included in the definition of "Charged Contracts" for the purposes of the Debenture]

6 **Agreement and consent by Chargors**

6 1 The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed

7 **Construction**

7.1 The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed and the Debenture and this Deed shall be read as one and so that references in the Debenture to "**this Deed**", and similar phrases shall be deemed to include this Deed

8 **This Deed**

8 1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

8 2 [The New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to [the New Chargor] [and] [the First Chargor or any other member of the Group] on the terms agreed in the Finance Documents.]/[This Deed is made pursuant to the requirements of clause [number] of the Facility Agreement]

8 3 The Lender and the First Chargor designate this Deed as a Finance Document

8 4 This Deed and every counterpart is the property of the Lender

This document is executed as a deed and delivered on the date stated at the beginning of this Deed

[Insert Schedules as appropriate]

[insert execution provisions as appropriate]

Schedule 13

Deed of Release

THIS DEED is made on

201•

BY:

- (1) **BARCLAYS BANK PLC**, a company registered in England and Wales with company number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP (the “**Lender**”),

in favour of

- (2) **[THE COMPANIES NAMED IN SCHEDULE 1 TO THIS DEED** (together the “**Companies**” and each a “**Company**”)]

OR

[[NAME OF CHARGOR] LIMITED, a company registered in England and Wales with company number [] and having its registered office at [] (the “**Company**”)]

BACKGROUND

- (A) Pursuant to the [Debenture] [Security Documents] (as defined below) [the Companies] [the Company] (inter alia) charged [and assigned] [certain of] [their respective] [its] undertaking, property and assets to the Lender as security for the payment of certain liabilities and the discharge of certain obligations to the Lender
- (B) In consideration of the irrevocable and unconditional discharge of [certain of] the present and future obligations of the [Companies] [Company] to the Lender, the Lender has agreed to release all of the undertaking, property and assets of the [Companies] [Company] from the security created by the [Debenture] [Security Documents]

NOW THIS DEED WITNESSES that

1 **Definitions and Interpretation**

1.1 In this deed

1.1.1

EITHER

"**Debenture**" means a [guarantee and] debenture dated [] granted by the [Companies] [Company] in favour of the Lender

OR

"**Security Documents**" means [the various security documents granted by the [Companies] [Company] in favour of the Lender specified in [Schedule 2] [the Schedule]] to this deed

1.1.2 [references to "this deed" include its Schedule[s].]

1.1.3 clause headings in this deed do not affect its interpretation, and

1.1.4 use of the singular shall include the plural and vice versa

2 **Floating Charges**

2.1 The Lender confirms that it has taken no action to crystallise the floating charge[s] created by the [Debenture] [Security Documents] as at the date of this deed

3 **Release and Discharge**

3.1 Subject to clause 3.2 below, the Lender hereby

3.1.1 releases and discharges all of the undertaking, property and assets of [each] [the] Company from the security rights and/or interests created by the [Debenture] [Security Documents], and

3.1.2 surrenders, re-assigns, re-transfers and re-conveys any rights, title or interest which it may have in and to the undertaking, property and assets of [each] [the] Company which have been assigned, transferred or conveyed by [each] [the] Company to the Lender by way of security pursuant to or in connection with the [Debenture] [Security Documents] in

order that such undertaking, property and assets are free from such security

- 3 2 Clauses 3 1 shall take effect on the date that the Lender receives the sum of £[] and all interest payable by [**NAME OF RELEVANT COMPANY**] [the Company] in respect of that sum

4 **Representations, warranties and covenants**

- 4 1 The Lender makes and gives no representations, warranties or covenants in relation to the undertaking, property and assets of [each] [the] Company referred to in Clause 3 1

5 **Continuing liability**

- 5 1 Save as expressly provided in this deed nothing in this deed shall prejudice or affect the obligations of the [Companies] [Company] or the rights of the Lender under the [Debenture] [Security Documents] which obligations and rights shall continue to apply and remain in full force and effect

6 **Costs and expenses**

- 6 1 The [Companies] [Company] shall promptly on demand and on a full indemnity basis pay to the Lender the amount of all costs and expenses (including legal fees and all out-of-pocket expenses and any VAT on such costs and expenses) which are incurred by the Lender in connection with the negotiation, preparation, execution and delivery of this deed

7 **Further assurance**

- 7 1 The Lender shall, upon request and at the cost of the [Companies] [Company], do or procure to be done all such further acts and things and execute or procure the execution of all such other documents which are necessary to give effect to the provisions of this deed

8 **Third party rights**

- 8 1 A person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed This clause does not

affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

9 Counterparts

9 1 This deed may be entered into in any number of counterparts. Each of the executed counterparts, when duly exchanged and delivered, shall be deemed to be an original of this deed, but all the counterparts together, shall constitute one and the same instrument

10 Governing law

10 1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. Each party irrevocably submits to the non-exclusive jurisdiction of the English courts in relation to any claim or matter arising under or in connection with this deed or any non-contractual obligation arising out of or in connection with this deed

IN WITNESS this deed has been executed and delivered as a deed on the date specified above

Schedule [1]

[The Companies]

Name	Registered Number	Registered Office

[Schedule [2]]

Security Documents

Description and parties	Date of Creation	Date of Registration*	Short Particulars

*** at Companies House**

EXECUTION PAGE – DEED OF RELEASE

Executed (but not delivered until the date)
hereof) as a deed by **BARCLAYS BANK**)
PLC acting by its duly authorised attorney)
)

Attorney's signature

Attorney's name

in the presence of

Witness' signature .

Witness' name .

Witness' address .

Witness' occupation .

EXECUTION OPTIONS FOR CHARGOR(S):

EITHER

Executed and delivered as a deed by)
[**COMPANY**] **LIMITED** acting by)

Director's name

Director's signature

Director's[/Secretary's] name

Director's[/Secretary's] signature

OR

Signed as a deed by **[COMPANY] LIMITED**)
acting by a director in the presence of)

Director's signature

Director's name

Witness' signature

Witness' name

Witness' address

Witness' occupation

EXECUTION PAGE - DEBENTURE

Signed as a deed **WELDING INSTITUTE**)
(THE) acting by)

Director's name

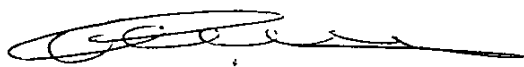
Director's signature

Director's/Secretary's name

Director's/Secretary's signature

If there is only one signature, which must be that of a director, a witness is required

Signed as a deed **WELDING INSTITUTE**)
(THE) acting by a director in the presence)
of)



Attorney's
Director's signature

GILLIAN ASTRID LEECH

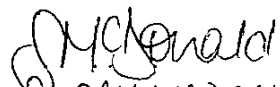
Director's name

Witness' signature

Witness' name

Witness' address

Witness' occupation


SUSAN McDONALD
MERLIN PLACE
MILTON ROAD
CAMBRIDGE
SOLICITOR

Signed as a deed **TWI LIMITED** acting by a)
director in the presence of)
)



Director's signature

CHRISTOPH WIESNER

Director's name

Witness' signature

Witness' name


Witness' address

(S. McDonald
SUSAN McDONALD
(as above)

Witness' occupation

SOLICITOR

Signed as a deed **THE TEST HOUSE**)
(CAMBRIDGE) LIMITED acting by a)
director in the presence of)



Director's signature

GILLIAN ASTRID LEECH

Director's name

Witness' signature

Witness' name

Witness' address

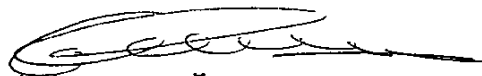
(S. McDonald
SUSAN McDONALD
(as above)

Witness' occupation

SOLICITOR

Signed as a deed **PLANT INTEGRITY LIMITED** acting by a director in the presence of

)
)
)



Director's signature

GILLIAN ASTRID LEECH

Director's name

Witness' signature

Witness' name

Witness' address

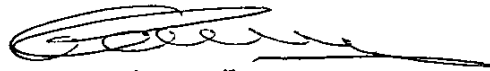
SMCDONALD
SUSAN McDONALD
(as above)

Witness' occupation

SOLICITOR

Signed as a deed **TWI CERTIFICATION LIMITED** acting by a director in the presence of

)
)
)



Director's signature

GILLIAN ASTRID LEECH

Director's name

Witness' signature

Witness' name

Witness' address

SMCDONALD
SUSAN McDONALD
(as above)

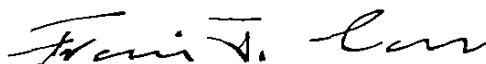
Witness' occupation

SOLICITOR

The Lender

Executed as a deed by
as attorney for **BARCLAYS BANK PLC** in
the presence of

)
)
)



Attorney signature

FRANC CARR

Attorney name

Witness' signature

Witness' name

Witness' address

Witness' occupation



WILL ROLES

100 Hills Road

Cambridge

Solicitor