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CHWP000

COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

Please do not
write in
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

3

SC153913

Name of company

* A & S Forklift Services Limited, a company incorporated in Scotland having its registered office at
Minto Drive, Altens Industrial Estate, Aberdeen, AB12 3LW (the "Company")

Date of creation of the charge (note 1)

4 May 2021

Description of the instrument creating or evidencing the charge or of any ancillary document which has
been altered (note 1)

Bond and Floating Charge (the "Bond and Floating Charge")

Names of the persons entitled to the charge

Corpacq Limited, a company registered in England with company number 05896676 having its
registered office at Corpacq House, 1 Goose Green, Altrincham, Cheshire, England, WA14 1DW

Short particulars of all the property charged

The whole of the property (including without limitation, uncalled capital) which is or may be from time to
time while the Bond and Floating Charge is in force comprised in the property and undertaking of the
Company.

Presenter's name address and
reference (if any):

Ailsa Thomson
Morton Fraser LLP
Quartermile Two
2 Lister Square
Edinburgh

For official use (02/06)

Charges Section

Post room

FRIDAY



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SA40CJR7

07/05/2021

#25

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

Please see Part 1 of Schedule One of the Paper Apart

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in black type, or
bold block lettering*

Date(s) of execution of the instrument of alteration

Please see Part 2 of Schedule One of the Paper Apart

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

Please see Part 3 of Schedule One of the Paper Apart and the definitions in Part 4 of Schedule One of the Paper Apart

Short particulars of any property released from the floating charge

Not applicable

The amount, if any, by which the amount secured by the floating charge has been increased

Not applicable

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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legibly, preferably
in black type, or
bold block lettering*

Please see Part 4 of Schedule One of the Paper Apart

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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this margin*

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legibly, preferably
in black type, or
bold block lettering*

Signed  Date 6 MAY 2021
On behalf of [company] [charges] ☐

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. ☐ delete as appropriate
For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF DX 235 Edinburgh

PAPER APART - SCHEDULE ONE

Part 1

Names and addresses of the persons who have executed the instrument of alteration (the "Intercreditor Deed")

- 1) HSBC Equipment Finance (UK) Limited, a company registered in England and Wales with number 01503727 and having its registered office at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ ("**HEF**")
- 2) HSBC UK Bank PLC, a company registered in England and Wales with number 09928412 and having its registered office at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ ("**HSBC**");
- 3) Corpacq Limited, a company registered in England and Wales with number 05896676 and having its registered office at Corpacq House, 1 Goose Green, Altrincham, Cheshire, WA14 1DW ("**Corpacq**");
- 4) Gray Forklift Services Limited, a company registered in Scotland with number SC138142 and having its registered office at Minto Drive, Altens Industrial Estate, Aberdeen, AB12 3LW ("**Gray Forklift**")
- 5) Gray Material Handling (Inverness) Limited, a company registered in Scotland with number SC172083 and having its registered office at Unit 1a Henderson Road, Longman Industrial Estate, Inverness, Scotland, IV1 1SN ("**Gray Material**")
- 6) MHS Group (Holdings) Limited, a company registered in England and Wales with number 09489098 and having its registered office at Corpacq House, 1 Goose Green, Altrincham, Cheshire, England, WA14 1DW ("**MHS**")
- 7) Gray Development Company Limited, a company registered in Scotland with number SC172764 and having its registered office at Unit 1 Minto Drive, Altens, Aberdeen, Scotland, AB12 3LW ("**Gray Development**")
- 8) A & S Forklift Services Limited, a company registered in Scotland with number SC153913 and having its registered office at Minto Drive, Altens Industrial Estate, Aberdeen, AB12 3LW ("**A & S**")

Part 2**Date(s) of execution of the instrument of alteration**

16 April 2021

Part 3

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

- 1 Until the HSBC Creditors Discharge Date, except with the prior written consent of both HSBC Creditors, the Obligors will not (and Corpacq will not permit or require the Obligors to and will ensure that no member of the Corpacq Group will permit or require the Obligors to)) secure or grant any Encumbrance for all or any part of any of the Corpacq Liabilities or other sums due to any member of the Corpacq Group, other than the Encumbrances created by the Corpacq Security Documents in existence on the date of the Intercreditor Deed.
- 2 Until the HSBC Creditors Discharge Date, except with the prior written consent of both HSBC Creditors, Corpacq undertakes to each HSBC Creditor that it shall not (and shall ensure that no member of the Corpacq Group shall) take, accept or receive the benefit of any Encumbrance or other security interest from the Obligors or any other member of the Group in respect of the Corpacq Liabilities or other sums due to any member of the Corpacq Group or otherwise other than the Encumbrances created by the Corpacq Security Documents in existence on the date of the Intercreditor Deed.

Part 4

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Priority of Security

- 1 **The Securities shall rank as follows:**
 - 1.1 the HEF Security Documents shall rank in priority to the HSBC Security Documents and the Corpacq Security Documents; and
 - 1.2 the HSBC Security Documents shall rank in priority to the Corpacq Security Documents.
- 2 All receipts, recoveries and realisations pursuant to the enforcement of the Securities shall be applied as follows:
 - 2.1 firstly, in discharge of the HEF Liabilities without limit;
 - 2.2 secondly, in discharge of the HSBC Liabilities without limit;
 - 2.3 thirdly, in discharge of the Corpacq Liabilities; and
 - 2.4 fourthly, in payment to the Obligors or the other person or persons entitled to them.
- 3 Without prejudice to clauses 1 and 2 above, for the purposes of the Insolvency Act 1986 (as amended by the Enterprise Act 2002) Corpacq hereby confirms for the benefit of the HSBC Creditors that in respect of each Obligor, the HSBC Creditors Floating Charges are to be treated as having priority over the Corpacq Floating Charges over the relevant Obligor, notwithstanding the date of creation of such floating charges.
- 4 Without prejudice to the priority accorded to the HSBC Creditor Floating Charges by clause 3 above and insofar as any equivalent Corpacq Floating Charge is a prior floating charge within the meaning of paragraph 15 of Schedule B1 to the Insolvency Act 1986 (such that HEF or HSBC as applicable is thereby obliged to notify Corpacq of its intention to appoint a Receiver before so appointing) Corpacq hereby irrevocably and unconditionally waives any right to receive such notice and within the meaning of paragraph 15(1)(b) of Schedule B1 to the Insolvency Act 1986 consents to the appointment of a Receiver by the relevant HSBC Creditor notwithstanding that no notice of intention to appoint a Receiver shall have been given to it.
- 5 Nothing contained within the Intercreditor Deed is intended to rank any floating charge contained within the Securities before any fixed charge contained within the Securities.
- 6 The charges granted in favour of the HSBC Creditors under the HSBC Creditors Security Documents shall rank as continuing security for the discharge of the liabilities secured thereby and, subject to the provisions of the Intercreditor Deed, the priority of the HSBC Creditors Liabilities shall not be affected by any fluctuation in the respective amounts from time to time due, owing or incurred to the HSBC Creditors or the existence at any time of a nil or credit balance on any current or other account held with or for the benefit of the HSBC Creditors.
- 7 Each Creditor consents to the creation and continuance of the other Securities and of additional or further security for the HSBC Creditors Liabilities. In each case, any additional security shall rank in accordance with the terms of the Intercreditor Deed.
- 8 Notwithstanding the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and Sections 464 and 466 of the Companies Act 1985 or any other rule

of law which might operate to the contrary effect, the foregoing provisions of the Intercreditor Deed as to ranking shall be valid and effective irrespective of the date or dates on which sums advanced or to be advanced by any Creditor to an Obligor have been or shall be drawn out by or debited to an Obligor, no Creditor having any concern over the composition of or fluctuations in the sum or sums due by any Obligor to the other (including any reduction of those sums to nil).

- 9 Insofar as necessary to give effect to the provisions of the Intercreditor Deed the Securities are hereby varied and the Intercreditor Deed shall constitute an instrument of alteration for the purposes of Section 466 of the Companies Act 1985.

In the interpretation of the foregoing:

"Administrator" has the meaning given to it in Schedule B1 to the Insolvency Act 1986;

"assignment" in relation to any right governed by Scots law means assignation and re-assignment shall be interpreted accordingly;

"Corpacq Documents" means the Corpacq Loan Agreement, the Management Agreement and the Corpacq Security Documents;

"Corpacq Floating Charge" means any floating charge contained within the Corpacq Security Documents which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986;

"Corpacq Group" means Corpacq and any of its Subsidiaries including, for the avoidance of doubt, Corpacq Properties;

"Corpacq Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future and whether incurred solely or jointly with any other person whether as principal or guarantor) payable or owing by any Obligor to Corpacq under the Corpacq Documents;

"Corpacq Loan" means the £2,500,000 loan (bearing interest at a rate of 12% per annum) made available to MHS by Corpacq pursuant to the Corpacq Loan Agreement;

"Corpacq Loan Agreement" means the loan agreement dated 6 July 2015 between Corpacq and MHS pursuant to which the Corpacq Loan is made;

"Corpacq Properties" means Corpacq Properties Limited, company number 08224887, having its registered office at Corpacq House, 1 Goose Green, Altrincham, Cheshire, WA14 1DW;

"Corpacq Security Documents" means the documents listed in Schedule 2 Part 3 of this paper apart and any document entered into between Corpacq and an Obligor pursuant to which an Obligor creates an Encumbrance in favour of Corpacq;

"Creditors" means HEF, HSBC and Corpacq or any of them as the context requires;

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

"Group" means MHS and its Subsidiaries including, without limitation, the Obligors;

"HEF Asset Loan Agreement" means the asset loan agreement made or to be made, on or about the date of the Intercreditor Deed, between HEF and Gray Forklift Services Limited;

"HEF Discharge Date" means the date on which all of the HEF Liabilities have been unconditionally and irrevocably paid and discharged in full and no further HEF Liabilities are capable of arising;

"HEF Documents" means the HEF Asset Loan Agreement and the HEF Security Documents and any other document which HEF designates as a HEF Document;

"HEF Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future and whether incurred solely or jointly with any other person whether as principal or guarantor) payable or owing by any member of the Group to HEF under the HEF Documents or otherwise;

"HEF Security Documents" means the documents listed in Schedule 2 Part 1 of this paper apart and any document entered into between HEF and any Obligor pursuant to which an Obligor creates an Encumbrance in favour of HEF;

"HSBC Creditors" means HEF and HSBC or either of them as the context requires;

"HSBC Creditors Discharge Date" means the later of the HEF Discharge Date and the HSBC Discharge Date;

"HSBC Creditors Floating Charge" means any floating charge contained within the HSBC Creditors Security Documents which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986;

"HSBC Creditors Liabilities" means the HEF Liabilities and the HSBC Liabilities or either of them as the context requires;

"HSBC Creditors Security Documents" means the HEF Security Documents and the HSBC Security Documents;

"HSBC Discharge Date" means the date on which all of the HSBC Liabilities have been unconditionally and irrevocably paid and discharged in full and no further HSBC Liabilities are capable of arising;

"HSBC Documents" means the HSBC Facilities and the HSBC Security Documents and any other document which HSBC designates as a HSBC Document;

"HSBC Facilities" means such facilities as HSBC may make or continue to make available to any Obligor including, without limitation to the foregoing, corporate credit card facilities, settlement facilities for on-line payments or money due under any other facilities made available by HSBC to an Obligor;

"HSBC Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future and whether incurred solely or jointly with any other person whether as principal or guarantor) payable or owing by any member of the Group to HSBC under the HSBC Documents or otherwise;

"HSBC Security Documents" means the documents listed in Schedule 2 Part 2 of this paper apart and any document entered into between HSBC and any Obligor pursuant to which an Obligor creates an Encumbrance in favour of HSBC;

"Management Agreement" means an agreement dated 6 July 2015 between Corpacq and the Obligors and relating to the services to be provided to the Obligors;

"Obligors" means Gray Forklift, Gray Material, MHS, Gray Development and A & S (together the "Obligors" and each an "Obligor");

"Receiver" shall include an administrative receiver and a receiver and manager (which shall include an Administrator);

"Securities" means the HEF Security Documents, the HSBC Security Documents and the Corpacq Security Documents or any one of them as the case may be; and

"Subsidiary" means a subsidiary within the meaning of section 1159 Companies Act 2006.

PAPER APART - SCHEDULE TWO

The Security Documents

Part 1 - The HEF Security Documents	
Document name	Parties
1. Guarantee dated on or around the date of the Intercreditor Deed	Gray Forklift Services Limited Gray Material Handling (Inverness) Limited A & S Forklift Services Limited
2. Bond and Floating Charge dated 16 April 2021	Gray Forklift Services Limited
3. Bond and Floating Charge dated 16 April 2021	Gray Material Handling (Inverness) Limited
4. Bond and Floating Charge dated 16 April 2021	A & S Forklift Services Limited
Part 2 - The HSBC Security Documents	
Document name	Parties
1. Guarantee dated on or around the date of the Intercreditor Deed	Gray Forklift Services Limited Gray Material Handling (Inverness) Limited A & S Forklift Services Limited
2. Bond and Floating Charge dated 14 April 2021	Gray Forklift Services Limited
3. Bond and Floating Charge dated 14 April 2021	Gray Material Handling (Inverness) Limited
4. Bond and Floating Charge dated 14 April 2021	A & S Forklift Services Limited
Part 3 - The Corpacq Security Documents	
Document name	Parties
1. Debenture dated 6 July 2015	MHS
2. Guarantee dated 3 July 2015	The Obligors, other than A & S Forklift Services Limited
3. Bond and Floating Charge dated 6 July 2015	Gray Forklift Services Limited
4. Bond and Floating Charge dated 6 July 2015	Gray Material Handling (Inverness) Limited
5. Bond and Floating Charge dated 6 July 2015	Gray Development Company Limited
6. Bond and Floating Charge dated on or around the date of the Intercreditor Deed	A & S Forklift Services Limited



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 153913
CHARGE CODE SC15 3913 0003

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 16 APRIL 2021 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 7 MAY 2021

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 4
MAY 2021

BY A & S FORKLIFT SERVICES LIMITED

IN FAVOUR OF
CORPACQ LIMITED

GIVEN AT COMPANIES HOUSE, EDINBURGH 7 MAY 2021



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

INTERCREDITOR DEED

between

HSBC EQUIPMENT FINANCE (UK)
LIMITED

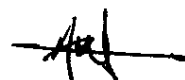
HSBC UK BANK PLC
CORPACQ LIMITED

and

THE OBLIGORS

2021

MORTON FRASER ●
LAWYERS



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

Morton Fraser LLP
DX ED119
EDINBURGH

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THIS DEED is made on 16 APRIL 2021

BETWEEN:

- (1) **HSBC EQUIPMENT FINANCE (UK) LIMITED** a company registered in England and Wales with number 01503727 and having its registered office at 1 Centenary Square, Birmingham, B1 1HQ (HEF);
- (2) **HSBC UK BANK PLC** a company registered in England and Wales with number 09928412 and having its registered office at 1 Centenary Square, Birmingham, B1 1HQ (HSBC);
- (3) **CORPACQ LIMITED** a company registered in England and Wales with number 05896676 and having its registered office at Corpacq House, 1 Goose Green, Altrincham, Cheshire, WA14 1DW (Corpacq); and
- (4) **THE COMPANIES** named in Schedule 1 (together the **Obligors** and each an **Obligor**).

Whereas

- (A) HEF has agreed to make available certain facilities to Gray Forklift Services Limited pursuant to the HEF Asset Loan Agreement.
- (B) HSBC has agreed to make available certain banking facilities to Gray Forklift Services Limited, Gray Material Handling (Inverness) Limited and A & S Forklift Services Limited pursuant to the HSBC Facilities.
- (C) Corpacq has made available the Corpacq Loan to MHS pursuant to the Corpacq Loan Agreement.
- (D) As security for the HEF Asset Loan Agreement, the Obligors have agreed to enter into the HEF Security Documents.
- (E) As security for the HSBC Facilities, the Obligors have agreed to enter into the HSBC Security Documents.
- (F) As security for the Corpacq Loan, the Obligors have entered or have agreed to enter into the Corpacq Security Documents.
- (G) It has been agreed that the security granted to the Creditors shall be ranked in the manner and priority set out in this Deed.

IT IS AGREED as follows:

1 Definitions and Interpretation

- 1.1 In this Deed, including the Introduction above, unless the context otherwise requires, the following definitions shall apply:

"**Additional Obligor**" means any member of the Group which may from time to time after the date of this Deed become party to the HEF Documents, the HSBC Documents, or the Corpacq Documents;

"**Administrator**" has the meaning given to it in Schedule B1 to the Insolvency Act 1986;

"**assignment**" in relation to any right governed by Scots law means assignation and re-assignment shall be interpreted accordingly;

"Corpacq Documents" means the Corpacq Loan Agreement, the Management Agreement and the Corpacq Security Documents;

"Corpacq Floating Charge" means any floating charge contained within the Corpacq Security Documents which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986;

"Corpacq Group" means Corpacq and any of its Subsidiaries including, for the avoidance of doubt, Corpacq Properties;

"Corpacq Leases" means (i) the lease dated 1 August 2015 and made between Corpacq Properties and Gray Forklift Services Limited in respect of the property at Minto Drive, Altens Industrial Estate, Aberdeen, AB12 3LW and (ii) the lease dated 6 July 2015 and made between Corpacq Properties and Gray Material Handling (Inverness) Limited in respect of the property at 1A Henderson Road, Longman Industrial Estate, Inverness, IV1 1SN;

"Corpacq Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future and whether incurred solely or jointly with any other person whether as principal or guarantor) payable or owing by any Obligor to Corpacq under the Corpacq Documents;

"Corpacq Loan" means the £2,500,000 loan (bearing interest at a rate of 12% per annum) made available to MHS by Corpacq pursuant to the Corpacq Loan Agreement;

"Corpacq Loan Agreement" means the loan agreement dated 6 July 2015 between Corpacq and MHS pursuant to which the Corpacq Loan is made;

"Corpacq Properties" means Corpacq Properties Limited, company number 08224887, having its registered office at Corpacq House, 1 Goose Green, Altrincham, Cheshire, WA14 1DW;

"Corpacq Security Documents" means the documents listed in Schedule 2 Part 3 and any document entered into between Corpacq and an Obligor pursuant to which an Obligor creates an Encumbrance in favour of Corpacq;

"Creditors" means HEF, HSBC and Corpacq or any of them as the context requires;

"Deed" means this Deed (including any schedule or annexure to it and any document in agreed form);

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

"Event of Default" means any event of default (howsoever described) under the HEF Asset Loan Agreement, HSBC Facilities and the Corpacq Loan Agreement or other event entitling the relevant Creditor to accelerate the due date of any liability under the HEF Documents, the HSBC Documents or the Corpacq Documents;

"Group" means MHS and its Subsidiaries including, without limitation, the Obligors;

"HEF Asset Loan Agreement" means the asset loan agreement made or to be made, on or about the date of this Deed, between HEF and Gray Forklift Services Limited;

"HEF Discharge Date" means the date on which all of the HEF Liabilities have been unconditionally and irrevocably paid and discharged in full and no further HEF Liabilities are capable of arising;

"HEF Documents" means the HEF Asset Loan Agreement and the HEF Security Documents and any other document which HEF designates as a HEF Document;

"HEF Floating Charge" means any floating charge contained within the HEF Security Documents which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986;

"HEF Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future and whether incurred solely or jointly with any other person whether as principal or guarantor) payable or owing by any member of the Group to HEF under the HEF Documents or otherwise;

"HEF Security Documents" means the documents listed in Schedule 2 Part 1 and any document entered into between HEF and any Obligor pursuant to which an Obligor creates an Encumbrance in favour of HEF;

"HSBC Creditors" means HEF and HSBC or either of them as the context requires;

"HSBC Creditors Discharge Date" means the later of the HEF Discharge Date and the HSBC Discharge Date;

"HSBC Creditors Documents" means the HEF Documents and the HSBC Documents;

"HSBC Creditors Floating Charge" means any floating charge contained within the HSBC Creditors Security Documents which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986;

"HSBC Creditors Liabilities" means the HEF Liabilities and the HSBC Liabilities or either of them as the context requires;

"HSBC Creditors Loan Agreements" means the HEF Asset Loan Agreement and the HSBC Facilities;

"HSBC Creditors Security Documents" means the HEF Security Documents and the HSBC Security Documents;

"HSBC Discharge Date" means the date on which all of the HSBC Liabilities have been unconditionally and irrevocably paid and discharged in full and no further HSBC Liabilities are capable of arising;

"HSBC Documents" means the HSBC Facilities and the HSBC Security Documents and any other document which HSBC designates as a HSBC Document;

"HSBC Floating Charge" means any floating charge contained within the HSBC Security Documents which is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986;

"HSBC Facilities" means such facilities as HSBC may make or continue to make available to any Obligor including, without limitation to the foregoing, corporate credit card facilities, settlement facilities for on-line payments or money due under any other facilities made available by HSBC to an Obligor;

"HSBC Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future and whether incurred solely or

jointly with any other person whether as principal or guarantor) payable or owing by any member of the Group to HSBC under the HSBC Documents or otherwise;

"HSBC Security Documents" means the documents listed in Schedule 2 Part 2 and any document entered into between HSBC and any Obligor pursuant to which an Obligor creates an Encumbrance in favour of HSBC;

"Management Agreement" means an agreement dated 6 July 2015 between Corpacq and the Obligors and relating to the services to be provided to the Obligors;

"MHS" means MHS Group (Holdings) Limited a company registered in England and Wales with number 09489098 and having its registered office at Corpacq House, 1 Goose Green, Altrincham, Cheshire, WA14 1DW;

"Permitted Payments" means:

- (a) monthly interest payments to Corpacq in respect of the Corpacq Loan pursuant to the Corpacq Loan Agreement;
- (b) any other payments to be paid by MHS and/or the other Obligors to Corpacq or Corpacq Properties in the ordinary course of business including the annual management charge payable to Corpacq pursuant to the Management Agreement, the monthly rent due by Gray Forklift Services Limited and Gray Material Handling (Inverness) Limited to Corpacq Properties pursuant to the Corpacq Leases and any dividends due to Corpacq (but excluding, for the avoidance of doubt, any repayments of principal under the Corpacq Loan Agreement); and
- (c) payment of any other amount the payment of which has been expressly and specifically approved in advance and in writing by HEF and HSBC and which is not prohibited by the provisions of clause 6 (Undertakings to HEF, HSBC and Corpacq);

provided that prior to any such proposed payment (i) no Event of Default or Potential Event of Default shall then have occurred and be outstanding and that any such proposed payment would not cause such an Event of Default or Potential Event of Default to occur; and (ii) none of the terms of the HSBC Creditors Documents have been breached in any way by an Obligor party thereto (including, without limitation to the generality of the foregoing, any financial covenants contained in the HSBC Creditors Documents) and that any such proposed payment would not cause such a breach to occur (the **"Permitted Payment Conditions"**);

"Potential Event of Default" means an Event of Default which would (with the expiry of a grace period, the giving of notice, the making of any determination under any of the HEF Documents, the HSBC Documents or the Corpacq Documents, or any combination of any of the foregoing) be an Event of Default;

"Receiver" shall include an administrative receiver and a receiver and manager (which shall include an Administrator);

"Securities" means the HEF Security Documents, the HSBC Security Documents and the Corpacq Security Documents or any one of them as the case may be; and

"Subsidiary" means a subsidiary within the meaning of section 1159 Companies Act 2006.

- 1.2 Terms defined in the HEF Asset Loan Agreement shall have the same meanings in this Deed, except as otherwise defined in this Deed, notwithstanding the termination of the HEF Asset Loan Agreement.

- 1.3 Unless the context or the express provisions of this Deed otherwise require:
- (a) words importing the singular shall include the plural and vice versa;
 - (b) references to clauses or schedules are to the clauses and schedules of this Deed;
 - (c) unless specifically provided to the contrary, references to (or to any specified provision of) this Deed or any other document (including the HSBC Creditors Documents) shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended, varied, novated, substituted, supplemented or assigned, as the case may be, from time to time (provided that any amendment, variation, novation, substitution, supplement or assignment after the date hereof to any document other than a HSBC Creditors Document must first be approved in writing by the HSBC Creditors in order to be effective for the purposes of this Deed);
 - (d) all references to a party include references to its permitted assigns and transferees and its successors in title whether immediate or derivative;
 - (e) references to any enactment shall be deemed to include references to such enactment as from time to time re-enacted, amended or extended; and
 - (f) headings are for convenience only and shall not affect the construction of this Deed.
- 1.4 Where in connection with any legal jurisdiction outside England and Wales a word or phrase used in this Deed has no precise counterpart, then this Deed shall be interpreted as if that word or phrase referred to the closest equivalent in the jurisdiction concerned.

2 Purpose of this Deed

- 2.1 In consideration of the mutual agreements between, and rights of, each of the Creditors under this Deed, each of the Creditors shall regulate certain of their respective claims in the manner set out in this Deed.
- 2.2 In consideration of the agreements between, and rights of, each of the Creditors under this Deed each of the Obligors gives its covenants under this Deed and enters into this Deed for the purpose of acknowledging and agreeing to the arrangements between the Creditors. None of the undertakings given in this Deed by those parties to one another is given to the Obligors or shall be enforceable by the Obligors.

3 Ranking of liabilities

- 3.1 Until the HEF Discharge Date, the HEF Liabilities shall rank in priority to the HSBC Liabilities and the Corpacq Liabilities, and the HSBC Liabilities shall rank in priority to the Corpacq Liabilities.
- 3.2 After the HEF Discharge Date, the HSBC Liabilities shall rank in priority to the Corpacq Liabilities.

4 Priority of Security

- 4.1 The Securities shall rank as follows:
- 4.1.1 the HEF Security Documents shall rank in priority to the HSBC Security Documents and the Corpacq Security Documents; and

- 4.1.2 the HSBC Security Documents shall rank in priority to the Corpacq Security Documents.
- 4.2 All receipts, recoveries and realisations pursuant to the enforcement of the Securities shall be applied as follows:
 - 4.2.1 firstly, in discharge of the HEF Liabilities without limit;
 - 4.2.2 secondly, in discharge of the HSBC Liabilities without limit;
 - 4.2.3 thirdly, in discharge of the Corpacq Liabilities; and
 - 4.2.4 fourthly, in payment to the Obligors or the other person or persons entitled to them.
- 4.3 The amount of any Receiver's remuneration and all outgoings, costs, charges, expenses, liabilities and payments ranking by statute for payment in priority to the amount secured by the Securities shall be deducted from all receipts and recoveries under the relevant Securities prior to their application towards the discharge or satisfaction of the amount secured by the Securities.
- 4.4 Without prejudice to clauses 4.1 and 4.2, for the purposes of the Insolvency Act 1986 (as amended by the Enterprise Act 2002) Corpacq hereby confirms for the benefit of the HSBC Creditors that in respect of each Obligor, the HSBC Creditors Floating Charges are to be treated as having priority over the Corpacq Floating Charges over the relevant Obligor, notwithstanding the date of creation of such floating charges.
- 4.5 Without prejudice to the priority accorded to the HSBC Creditor Floating Charges by clause 4.4 and insofar as any equivalent Corpacq Floating Charge is a prior floating charge within the meaning of paragraph 15 of Schedule B1 to the Insolvency Act 1986 (such that HEF or HSBC as applicable is thereby obliged to notify Corpacq of its intention to appoint a Receiver before so appointing) Corpacq hereby irrevocably and unconditionally waives any right to receive such notice and within the meaning of paragraph 15(1)(b) of Schedule B1 to the Insolvency Act 1986 consents to the appointment of a Receiver by the relevant HSBC Creditor notwithstanding that no notice of intention to appoint a Receiver shall have been given to it.
- 4.6 Nothing contained within this Deed is intended to rank any floating charge contained within the Securities before any fixed charge contained within the Securities.
- 4.7 The charges granted in favour of the HSBC Creditors under the HSBC Creditors Security Documents shall rank as continuing security for the discharge of the liabilities secured thereby and, subject to the provisions of this Deed, the priority of the HSBC Creditors Liabilities shall not be affected by any fluctuation in the respective amounts from time to time due, owing or incurred to the HSBC Creditors or the existence at any time of a nil or credit balance on any current or other account held with or for the benefit of the HSBC Creditors.
- 4.8 Subject to the provisions of this Deed the HSBC Creditors shall be entitled to grant time or indulgence, release, compound or otherwise deal with and receive moneys in respect of and to vary, amend, supplement or replace any HSBC Creditors Document without reference to any party (other than as specifically required under such HSBC Creditors Document) without affecting the priority established by this Deed.
- 4.9 Each Creditor consents to the creation and continuance of the other Securities and of additional or further security for the HSBC Creditors Liabilities. In each case, any additional security shall rank in accordance with the terms of this Deed.

- 4.10 Notwithstanding the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and Sections 464 and 466 of the Companies Act 1985 or any other rule of law which might operate to the contrary effect, the foregoing provisions of this Deed as to ranking shall be valid and effective irrespective of the date or dates on which sums advanced or to be advanced by any Creditor to an Obligor have been or shall be drawn out by or debited to an Obligor, no Creditor having any concern over the composition of or fluctuations in the sum or sums due by any Obligor to the other (including any reduction of those sums to nil).
- 4.11 Insofar as necessary to give effect to the provisions of this Deed the Securities are hereby varied and this Deed shall constitute an instrument of alteration for the purposes of Section 466 of the Companies Act 1985.
- 4.12 In the event of any conflict between the provisions of the Securities and the provisions of this Deed, the provisions of this Deed shall prevail.

5 Enforcement of Security

- 5.1 Until the HSBC Creditors Discharge Date, Corpacq irrevocably and unconditionally undertakes that it shall not give notice of intention to appoint a Receiver, appoint a Receiver or Administrator or otherwise enforce or exercise (or attempt to enforce or exercise) or take any other enforcement action in respect of all or any part of its Security Documents without the prior written consent of both HSBC Creditors or unless the HSBC Creditors have previously enforced the HSBC Creditors Security Documents.
- 5.2 Each of HEF and HSBC undertakes in favour of the other that it shall not appoint a Receiver or Administrator or attempt to enforce or exercise or take any other enforcement action in respect of all or any part of its Securities unless:
 - 5.2.1 it has first given the other two days' prior written notice of its intention to enforce its Securities and such notice has expired; or
 - 5.2.2 it has received the prior written consent of the other.
- 5.3 HEF and HSBC shall consult and co-operate with each other to the intent (without any requirement) that:
 - 5.3.1 the HEF Securities and the HSBC Securities shall so far as practicable be enforced by the same method and at the same time;
 - 5.3.2 in the case of an appointment of a (or more than one) Receiver or Administrator by HEF or HSBC under their respective Securities the same person(s) shall be appointed by the other (if a similar appointment has been made).
- 5.4 The Provisions of clauses 5.2 and 5.3 shall not prevent HEF or HSBC from appointing a Receiver under their respective Securities or from the exercise or enforcement of their respective Securities without any consultation if either of them consider it expedient to do so.
- 5.5 Subject to clauses 5.1 to 5.4 if any of the Creditors shall appoint a Receiver under its Security or shall otherwise enforce or exercise its Securities it shall promptly give written notice thereof to the others of them.
- 5.6 If any of the Creditors shall have any books or records of any Obligor in its possession, it will provide such access to those books or records as may reasonably be required by any Receiver appointed by the others of them.

6 Undertakings to HEF, HSBC and Corpacq

- 6.1 Until the HSBC Creditors Discharge Date, except with the prior written consent of both HSBC Creditors, the Obligors will not (and Corpacq will not permit or require the Obligors to and will ensure that no member of the Corpacq Group will permit or require the Obligors to)):
- 6.1.1 secure or grant any Encumbrance for all or any part of any of the Corpacq Liabilities or other sums due to any member of the Corpacq Group, other than the Encumbrances created by the Corpacq Security Documents in existence on the date of this Deed;
 - 6.1.2 without prejudice to clause 1.3(c) (Definitions and interpretation) amend or seek to amend any of the Corpacq Documents or any other agreement between them (including for the avoidance of doubt any agreement between any Obligor and any member of the Corpacq Group) in a manner that would:
 - 6.1.2.1 result in an increase in the amount of, or acceleration of the timing of, any payments due to be made by the Obligors under any such document other than by way of a Permitted Payment, or
 - 6.1.2.2 otherwise adversely affect the interests of the HSBC Creditors;
 - 6.1.3 pay, prepay, redeem, purchase or otherwise acquire or exercise any right of set-off against any of the Corpacq Liabilities or other sums due to any member of the Corpacq Group, other than the Permitted Payments.
- 6.2 Until the HSBC Creditors Discharge Date, except with the prior written consent of both HSBC Creditors, Corpacq undertakes to each HSBC Creditor that it shall not (and shall ensure that no member of the Corpacq Group shall) take, accept or receive the benefit of any Encumbrance or other security interest from the Obligors or any other member of the Group in respect of the Corpacq Liabilities or other sums due to any member of the Corpacq Group or otherwise other than the Encumbrances created by the Corpacq Security Documents in existence on the date of this Deed.
- 6.3 Until the HSBC Creditors Discharge Date, except with the prior written consent of both HSBC Creditors, Corpacq undertakes to the HSBC Creditors that it shall not (and shall ensure that no member of the Corpacq Group shall) amend or seek to amend any of the Corpacq Documents or any other agreement between them (including for the avoidance of doubt any agreement between any Obligor and any member of the Corpacq Group) in a manner that would:
- 6.3.1 result in an increase in the amount of, or acceleration of the timing of, any payments due to be made by the Obligors under any such documents, or
 - 6.3.2 otherwise adversely affect the interests of the HSBC Creditors.
- 6.4 Until the HSBC Creditors Discharge Date, no Obligor will make any payment of whatever nature, including by way of dividend or otherwise to any other Obligor other than the Permitted Payments and payments in respect of intra-group trading undertaken between Gray Forklift Services Limited, A & S Forklift Services Limited and Gray Material Handling (Inverness) Limited in the ordinary course of business and on arms-length terms provided the Permitted Payment Conditions are complied with.

7 Permitted Payments and clawback

- 7.1 The Obligors shall be permitted to make (and Corpacq and Corpacq Properties shall be entitled to receive and retain) Permitted Payments.
- 7.2 If, prior to the HSBC Creditor Discharge Date, Corpacq or another member of the Corpacq Group receives a payment in respect of the Corpacq Liabilities or other sums due to any member of the Corpacq Group, from an Obligor which is not a Permitted Payment or otherwise in breach of this Deed, it shall hold such sums absolutely on trust for the relevant HSBC Creditor to be paid to the relevant HSBC Creditor within 2 Business Days of receipt by it unless the relevant HSBC Creditor first confirms in writing to Corpacq that such payment may be retained by it or the relevant member of the Corpacq Group. Any payment received by either HSBC Creditor in accordance with this clause shall be applied in accordance with clause 4.2 (Priority of Security).
- 7.3 If any member of the Corpacq Group (other than Corpacq) receives a payment in breach of this Deed, Corpacq shall immediately pay an amount equal to the amount of that payment to the relevant HSBC Creditor.
- 7.4 Any monies received by Corpacq or any other member of the Corpacq Group and paid by Corpacq to HEF or HSBC under clause 7.2 and 7.3 shall be deemed never to have been paid by the relevant Obligor to Corpacq or any other member of the Corpacq Group.

8 Subordination covenants

- 8.1 Subject to the relevant notice, consent and/or consultation and co-operation requirements applicable to Corpacq as specified under clause 5 (Enforcement of Security), until the HSBC Creditors Discharge Date:
 - 8.1.1 neither Corpacq nor any agent or trustee on behalf of Corpacq will ask, demand, sue, claim, prove take or receive from the Obligors, by cash receipt, set-off or in any other manner whatsoever, the whole or any part of the Corpacq Liabilities other than to take or receive from the Obligors the Permitted Payments in accordance with this Deed;
 - 8.1.2 in respect of the Corpacq Liabilities, neither Corpacq nor any agent or trustee on behalf of Corpacq will petition or apply for or vote in favour of any resolution or take any other steps for the winding-up, dissolution or administration of the Obligors including the service of a statutory demand or the presentation of a petition or the exercise by Corpacq of any of its rights as the legal or beneficial holders of shares in any Obligor to call for or to vote in favour of the winding up of any Obligor;
 - 8.1.3 in respect of the Corpacq Liabilities, neither Corpacq nor an agent or trustee on behalf of Corpacq shall obtain or enforce any judgment or decree in respect of any sums due and owing to it by the Obligors;
 - 8.1.4 neither Corpacq nor any agent or trustee on behalf of Corpacq shall call or enforce (or take any steps to do so) any of the Corpacq Liabilities or otherwise exercise its rights and powers in relation thereto against the Obligors to the extent that to do so would result in an Event of Default occurring under the HEF Asset Loan Agreement or the HSBC Facilities or any event of default or similar event occurring under any other of the HSBC Creditors Documents except with the prior written consent of both HSBC Creditors;
 - 8.1.5 if Corpacq shall receive any sums paid to it by the Obligors in breach of the terms of this Deed such sums shall be held on trust for the relevant

Obligor and immediately be paid to the relevant HSBC Creditor for application in the manner required by clause 7.2 (Permitted Payments and clawback); and

8.1.6 Corpacq shall procure that its agents, trustees and/or nominee(s) and all of the companies in the Corpacq Group, shall comply with the provisions of this clause 8.

8.2 Until the HSBC Creditors Discharge Date, immediately after Corpacq becomes aware of the occurrence of any event which entitles it to demand repayment of any liability owed to it by an Obligor, Corpacq shall notify HEF and HSBC in writing of that event.

9 Subordination on insolvency

9.1 If, prior to the HSBC Creditors Discharge Date:

9.1.1 there occurs any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of any of the Obligors or the proceeds thereof, to creditors of any of the Obligors by reason of the liquidation, dissolution or other winding-up of any of the Obligors or its businesses or any sale, receivership or insolvency proceeding or assignment for the benefit of creditors; or

9.1.2 any of the Obligors goes into liquidation or becomes subject to any insolvency or rehabilitation proceeding, administration or voluntary arrangement or any proceeding similar to any of the foregoing,

then:

- (i) the Corpacq Liabilities shall thereupon immediately be postponed and subordinated to the HSBC Creditors Liabilities and Corpacq will file any proof or other claim necessary for the recovery of the Corpacq Liabilities, as the case may be;
- (ii) any payment or distribution of any kind or character and all and any rights in respect thereof, whether in cash, securities or other property which is payable or deliverable upon or with respect to the Corpacq Liabilities or any part thereof by a liquidator, administrator or receiver (or the equivalent thereof) of any of the Obligors or its estate made to or paid to, or received by Corpacq or to which Corpacq is entitled shall be held in trust by Corpacq for HEF or HSBC as applicable and shall forthwith be paid or, as required by HEF or HSBC as applicable, transferred or assigned to HEF or HSBC as applicable for application in accordance with clause 4.2 (Priority of Security); and
- (iii) if the trust referred to in clause 9.1.2(ii) fails or cannot be given effect, Corpacq (so as also to bind any agent or trustee on its behalf) will pay an amount equal to such payment or distribution to HEF or HSBC as applicable upon demand by HEF or HSBC as applicable for application in accordance with clause 4.2 (Priority of Security).

9.2 Following such event and until the HSBC Creditors Discharge Date:

9.2.1 Corpacq irrevocably authorises and empowers HEF or HSBC as applicable to demand, sue and prove for, collect and receive every

payment or distribution referred to in clause 9.1 and give acquittance thereof and to file claims and take such other proceedings, in HEF's or HSBC's own name as applicable or in the name of Corpacq or otherwise, as HEF or HSBC as applicable may deem necessary or advisable for the enforcement of this Deed;

9.2.2 Corpacq will execute and deliver to HEF or HSBC as applicable such powers of attorney, assignments or other instruments as may be requested by HEF or HSBC as applicable in order to enable HEF or HSBC as applicable to enforce any and all claims upon or with respect to the Corpacq Liabilities or any part thereof, and to collect and receive any and all payments or distributions which may be payable or deliverable at any time upon or with respect to the Corpacq Liabilities or any part thereof in accordance with the terms of this Deed; and

9.2.3 the liquidator, administrator or other insolvency representative or trustee of any of the Obligors or the estate is hereby authorised by Corpacq to apply any assets or monies received by them in accordance with the terms of this Deed.

10 **Set-Off**

Until the HSBC Creditors Discharge Date, Corpacq shall not set off any liability of an Obligor to it against any amount payable by Corpacq to an Obligor. If, prior to the HSBC Creditors Discharge Date, any part of the Corpacq Liabilities is discharged in whole or in part by way of set-off, Corpacq will promptly pay to the relevant HSBC Creditor an amount equal to the amount discharged by such set-off, for application in accordance with clause 4.2 (Priority of Security).

11 **Compliance with covenants and holding deeds and operation of accounts**

Each of the Obligors shall observe and perform all the covenants in the HSBC Creditors Documents relating to its assets charged pursuant to such security. Until the HSBC Creditors Discharge Date such observance and performance shall be deemed to constitute compliance with covenants in the Corpacq Security Documents relating to such assets.

12 **Waiver of defences**

The subordinations effected or intended to be effected by this Deed and the obligations of Corpacq under this Deed shall not be affected by any act, omission or circumstances which but for this provision might operate to release or otherwise exonerate Corpacq from its obligations hereunder or affect such obligations or such subordinations including without limitation and whether or not known to Corpacq or any other person:

- (a) any time or indulgence granted to or composition with the Obligors or any other person;
- (b) the taking, variation (no matter how fundamental or extensive), compromise, renewal or release of, or refusal or neglect to perfect or enforce, any rights, remedies or securities against or granted by any of the Obligors or any other person; or
- (c) any legal limitation, disability, incapacity or other circumstances relating to any of the Obligors or any other person or, subject to the other provisions of this Deed, any amendment to or variation of the terms of the HSBC Creditors Documents or any other document.

13 **Assignment and Third Party Rights**

13.1 The HSBC Creditors shall have a full and unfettered right to assign or otherwise transfer the whole or any part of the benefit of this Deed to any person to whom all

or a corresponding part of its rights, benefits and obligations under any of the HSBC Creditors Documents are assigned or transferred in accordance with the provisions thereof.

13.2 Corpacq shall not:

13.2.1 assign, transfer or otherwise dispose of, or create or permit to subsist any security or trust over, any of the Corpacq Documents or in respect of any of the Corpacq Liabilities owing to it or their proceeds or any interest in those Corpacq Liabilities or their proceeds, or any security therefor, to or in favour of any person (a "Transferee") or agree or attempt to do any of the foregoing; or

13.2.2 subordinate any of the Corpacq Liabilities owing to it or its proceeds to any sums owing by an Obligor to a Transferee other than the HSBC Creditors; or

13.2.3 assign or transfer by novation or otherwise any of its rights or obligations under the Corpacq Documents to a Transferee,

without (a) the prior written consent of both HSBC Creditors and (b) until the Transferee has executed an intercreditor deed on substantially the same terms as this Deed.

13.3 If any member of the Group which is not a party to this Deed becomes an Additional Obligor, MHS shall procure that such Additional Obligor agrees to be bound by all the terms of this Deed as if it had originally been a party to this Deed as an Obligor by executing an accession deed in the form required by the HSBC Creditors.

13.4 MHS (and each of its Subsidiaries) shall procure that any person or persons who shall:

13.4.1 subscribe for any of the shares in an Obligor; or

13.4.2 assume all or part of its obligations and liabilities under a relevant document; or

13.4.3 be issued with any loan notes by any Obligor,

shall, in each case, enter into an accession deed in the form required by the HSBC Creditors.

13.5 This Deed may be enforced by the permitted successors and assigns of the parties. Save as aforesaid, no term of this Deed is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

14 Waiver

No failure on the part of a party to exercise, or delay on its part in exercising, any of its rights, powers and remedies provided by this Deed or by law (collectively the Rights) shall operate as a waiver thereof, nor shall any single or partial waiver of any of the Rights preclude any further or other exercise of that one of the Rights concerned or the exercise of any other of the Rights.

15 Provisions severable

Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

16 Overseas interest

If for any reason the intentions evidenced by the provisions of this Deed may be ineffective under any applicable overseas law, the parties agree to enter into such priority arrangements as may be required pursuant to any such applicable overseas law to give effect to such intentions.

17 Continuation and releases

Until the HSBC Creditors Discharge Date, save with the prior written consent of both HSBC Creditors or as otherwise provided herein, this Deed shall remain in full force and effect notwithstanding the termination of any other agreement or document referred to herein or the obligations of Corpacq thereunder ceasing to be valid or enforceable for any reason whatsoever so that the obligations of Corpacq to the HSBC Creditors under this Deed shall continue as if the relevant agreement or document referred to therein had not been terminated and the relevant obligations continued to be valid and fully enforceable.

18 Notices

- 18.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by letter.
- 18.2 Subject to clause 18.5, the address (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 that identified with its name below or (if none) the address (or address for service) of such party set out at the head of this Deed or any substitute address, or department or officer as the party may notify to the other parties by not less than five Business Days' notice.
- 18.3 Any communication made or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been delivered to the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of the address details set out by a party, if addressed to that department or officer. Any communication or document made or delivered to MHS in accordance with this clause will be deemed to have been made or delivered to each Obligor.
- 18.4 In relation to the provisions set out in this clause 18, the address (and the department or officer, if any whose attention the communication is to be made) shall in the case of each Additional Obligor or persons who subscribe for any shares in as Obligor that become a party to this Deed after the date of this Deed, will be that as set out in the deed by which they accede to this Deed.
- 18.5 For the avoidance of doubt this clause does not affect any other method of notice or service allowed by law.

19 Amendment

This Deed shall not be varied or amended in any way except in writing signed by all the parties affected by the variation other than the Obligors.

20 Counterparts

This Deed may be executed in any number of counterparts and all such counterparts when executed and taken together shall constitute one and the same Deed.

21 Costs and expenses

Each Obligor shall on the demand of HEF or HSBC reimburse HEF or HSBC, as applicable for all costs and expenses (including legal fees) and any VAT on them incurred by HEF or HSBC in connection with the preparation and execution of this Deed or in connection with the preservation and/or enforcement of any rights under this Deed against any of the Obligors.

22 Rights and Remedies

The rights and remedies provided under this Deed are cumulative and are in addition to and not exclusive of, any rights and remedies provided by law.

23 Governing law

23.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in all respects in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.

23.2 Nothing in this clause 23 limits the right of HEF or HSBC to bring proceedings against any of the parties hereto in connection with this Deed:

- (a) in any other court of competent jurisdiction; and
- (b) concurrently in more than one jurisdiction.

Executed as a deed by the parties or their duly authorised representatives but not delivered until the date of this Deed.

SCHEDULE 1**The Obligors**

Name	Company Number
Gray Forklift Services Limited	SC138142
Gray Material Handling (Inverness) Limited	SC172083
MHS Group (Holdings) Limited	09489098
Gray Development Company Limited	SC172764
A & S Forklift Services Limited	SC153913

SCHEDULE 2

The Security Documents

Part 1 - The HEF Security Documents	
Document name	Parties
1. Guarantee dated on or around the date hereof	Gray Forklift Services Limited Gray Material Handling (Inverness) Limited A & S Forklift Services Limited
2. Bond and Floating Charge dated on or around the date hereof	Gray Forklift Services Limited
3. Bond and Floating Charge dated on or around the date hereof	Gray Material Handling (Inverness) Limited
4. Bond and Floating Charge dated on or around the date hereof	A & S Forklift Services Limited
Part 2 - The HSBC Security Documents	
Document name	Parties
1. Guarantee dated on or around the date hereof	Gray Forklift Services Limited Gray Material Handling (Inverness) Limited A & S Forklift Services Limited
2. Bond and Floating Charge dated on or around the date hereof	Gray Forklift Services Limited
3. Bond and Floating Charge dated on or around the date hereof	Gray Material Handling (Inverness) Limited
4. Bond and Floating Charge dated on or around the date hereof	A & S Forklift Services Limited
Part 3 - The Corpacq Security Documents	
Document name	Parties
1. Debenture dated 6 July 2015	MHS
2. Guarantee dated 3 July 2015	The Obligors, other than A & S Forklift Services Limited
3. Bond and Floating Charge dated 6 July 2015	Gray Forklift Services Limited
4. Bond and Floating Charge dated 6 July 2015	Gray Material Handling (Inverness) Limited
5. Bond and Floating Charge dated 6 July 2015	Gray Development Company Limited

6. Bond and Floating Charge dated on or around the date hereof	A & S Forklift Services Limited
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EXECUTION**HEF**

EXECUTED as a DEED by)
 HSBC Equipment Finance (UK) Limited)
 acting by ... KAREN RILEY)
 an authorised attorney in the)
 presence of this witness:)

.....
 Authorised Attorney

..... Witness Signature

Susan James Witness Name

..... Address

Notices

Address: 1 CENTENARY SQUARE
BIRMINGHAM
B1 1HQ

Attention: PETER DALEY

HSBC

EXECUTED as a DEED by)
 HSBC UK Bank plc)
 acting by)
 an authorised attorney in the)
 presence of this witness:)

.....
 Authorised Attorney

..... Witness Signature

..... Witness Name

..... Address

Notices

Address:

Attention:

EXECUTION**HEF**

EXECUTED as a DEED by)
 HSBC Equipment Finance (UK) Limited)
 acting by)
 an authorised attorney in the)
 presence of this witness:)

.....
 Authorised Attorney

..... Witness Signature

..... Witness Name

..... Address

Notices

Address:

Attention:

HSBC

EXECUTED as a DEED by)
 HSBC UK Bank plc)
 acting by DOUGLAS BAIKIE)
 an authorised attorney in the)
 presence of this witness:)

.....
 Authorised Attorney

..... Witness Signature

ANN BAIKIE Witness Name

..... Address

Notices

Address: HSBC UK BANK PLC
 2 QUEENS ROAD
 ABERDEEN
 AB15 4ZT

Attention:

JOHN CALDWELL

CORPACQ

EXECUTED as a DEED by)
 Corpacq Limited)
 acting by N J CATTELL)
 a director in the)
 presence of this witness:)


 Director

Witness Signature

DAVID WADDELL Witness Name

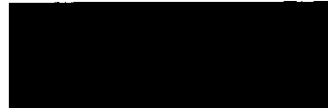
 Address

Notices

Address: CORPACQ HOUSE
 1 GOOSE GREEN
 ATRINCHAM
 WAY IDW
 Attention: NICK CATTELL

THE OBLIGORS

EXECUTED as a DEED by)
 Gray Forklift Services Limited)
 acting by JOHN CRAIG)
 a director in the)
 presence of this witness:)


 Director

.....Witness Signature

Kerry Robertson.....Witness Name

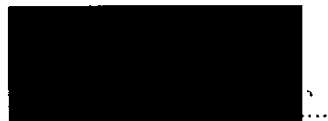
.....Address

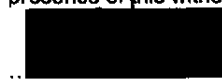
Notices

Address:
 MINTO DRIVE
 ABERDEEN
 AB12 3LW

Attention:
JOHN CRAIG

EXECUTED as a DEED by)
 Gray Material Handling (Inverness) Limited)
 acting by JOHN CRAIG)
 a director in the)
 presence of this witness:)


 Director

.....Witness Signature

Kerry Robertson.....Witness Name

.....Address

Notices

Address:
 MINTO DRIVE
 ABERDEEN
 AB12 3LW

Attention:
JOHN CRAIG

EXECUTED as a DEED by)
 MHS Group (Holdings) Limited)
 acting by JOHN CRAIG)
 a director in the)
 presence of this witness:)


 Director

Witness Signature

KATH ROBERTSONWitness Name

Address

Notices

Address:

MINTO DRIVE
 ABERDEEN
 AB12 3LW

Attention:

JOHN CRAIG

EXECUTED as a DEED by)
 Gray Development Company Limited)
 acting by JOHN CRAIG)
 a director in the)
 presence of this witness:)


 Director

Witness Signature

KATH ROBERTSONWitness Name

Address

Notices

Address:

MINTO DRIVE
 ABERDEEN
 AB12 3LW

Attention:

JOHN CRAIG

EXECUTED as a DEED by)
A & S Forklift Services Limited)
acting byJOHN CRAIG.....)
a director in the)
presence of this witness:)

[Redacted]
Director

[Redacted].....Witness Signature

KATH ROBERTSON.....Witness Name

[Redacted].....Address

Notices

Address:

MINTO DRIVE
ABERDEEN
AB12 3CW

Attention:

JOHN CRAIG.