

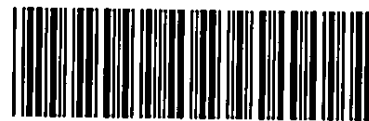
MG01

Particulars of a mortgage or charge

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COMPANIES HOUSE

A31 03/07/2010 13

COMPANIES HOUSE

www.companieshouse.gov.uk

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

1 Company details

Company number 8 8 8 5 9 6
Company name in full Porvair Filtration Group Limited

3 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 Date of creation of charge

Date of creation 28 06 2010

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Accession Deed dated 28 June 2010 between (1) amongst others Porvair
Filtration Group Limited as an Acceding Company (the "**Company**"), (2) the
companies listed in schedule 2 therein as Existing Charging Companies and
(3) Barclays Bank plc (the "**Bank**") in relation to the Composite Guarantee
and Debenture (the "**Accession Deed**")

Please see attached schedule 3 for definitions.

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Please see schedule 1 and schedule 3.

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

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name ☒ Barclays Bank plc

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Please see schedule 2 and schedule 3.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance
or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X 

X

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Christopher Lister

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region

Postcode B 2 4 D L

Country

DX DX 13022 BIRMINGHAM 1

Telephone 08700 111 111



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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

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Particulars of a mortgage or charge

4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
4 10	SCHEDULE 1	
	AMOUNT SECURED	
	<p>(1) All indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to the Bank, by any <u>Group Company</u> whether actually or contingently, whether pursuant to the Guarantee or otherwise, and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Bank at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Bank may in the course of its business charge in respect of any facilities or accommodation or service provided by the Bank or for keeping any Group Company's account,</p> <p>(11) On a full indemnity basis all costs and expenses incurred by the Bank in relation to the Composite Guarantee and Debenture and all costs and expenses properly incurred by the Bank in relation to the protection and enforcement of the rights of the Bank hereunder; and</p> <p>(111) Interest to the date of discharge on all sums payable and all liabilities and obligations to be discharged under sub-clauses (1) and (11) above Such interest shall be computed and compounded in accordance with the terms of the Facilities Agreement (if applicable) or otherwise as agreed between the parties from time to time or in the absence of such agreement compounded monthly and computed according to the usual practice for the time being of the Bank as the case may be and shall be payable as well after as before any demand or judgment on the relevant Group Company (together the "Secured Obligations")</p>	
	SCHEDULE 3	
	<p>Words and expressions defined in the Facilities Agreement (as defined below) shall, save as otherwise defined herein, bear the same meanings in the Composite Guarantee and Debenture but so that, so far as the context admits, the following expressions shall have the respective meanings ascribed to them</p> <p>"Act" means the Law of Property Act 1925,</p> <p>"Base Rate" means the base lending rate from time to time of the Bank,</p>	
	continued/ ..	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Schedule 3 continued</p> <p>"Charged Assets" means all property and assets from time to time charged by or pursuant to the Accession Deed,</p> <p>"Charged Shares" means all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,</p> <p>"Charging Companies" means the Initial Charging Companies or any other members of the Group which are from time to time required to execute security documents in favour of the Lender as security for monies and liabilities arising by any member of the Group to the Lender (each a "Charging Company"),</p> <p>"Composite Guarantee and Debenture" means a composite guarantee and debenture dated 26 March 2001 between the companies listed therein as Primary Charging Companies (1), the companies listed therein as Secondary Charging Companies (2) and the Bank (3),</p> <p>"Debtor" means any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to discharge or pay a Receivable;</p> <p>"Default Rate" means the rate of 2 per cent per annum above the Base Rate,</p> <p>"Event of Default" means any event or circumstance specified as such in clause 24 (<i>Events of Default</i>) in the Facilities Agreement,</p> <p>"Facilities Agreement" means the facilities agreement dated 26 March 2001 and made between the Principal Borrower (as defined therein) (1), the Approved Companies (as defined therein) (2) and the Bank (3) pursuant to which the Bank has agreed to make certain facilities available to the Principal Borrower and others,</p> <p>"Group" means the Company, the Target and each of their respective Subsidiaries from time to time (each being a "Group Company");</p>	continued/.

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Schedule 3 continued</p> <p>"Group Shares" means all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to the any Charging Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,</p> <p>"Guarantee" means the guarantee and indemnity contained in clause 2 of the Composite Guarantee and Debenture, as extended by schedule 3 of the Composite Guarantee and Debenture,</p> <p>"Insurances" means the policies of insurance in which the Company has an interest from time to time,</p> <p>"Intellectual Property" means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each member of the Group, <p>"Investments" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in part I of schedule 1 to the Financial Services Act 1986) as at the date hereof,</p> <p>"Planning Acts" means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations made pursuant thereto,</p> <p>"Receivable" means.</p> <ul style="list-style-type: none"> (1) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever), <p style="text-align: right;">continued/ . . .</p>	

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>Schedule 3 continued</p> <p>(11) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and</p> <p>(111) all proceeds of any of the foregoing,</p> <p>"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Bank pursuant to the Accession Deed,</p> <p>"Related Rights" means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (As the case may be) together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Security Shares" means the Charged Shares and the Related Rights accruing to all or any of the Charged Shares,</p> <p>"Subsidiary" of a company or corporation means any company or corporation</p> <p>(a) which is controlled, directly or indirectly by the first-mentioned company or corporation, or</p> <p>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or</p> <p>(c) which is a subsidiary of another subsidiary of the first mentioned company or corporation,</p> <p>and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body, and</p> <p>"Target" means Seal Analytical Limited a company incorporated under the law of England and Wales with registered number 04008521</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">SCHEDULE 2</p> <p style="text-align: center;">SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</p> <p>1. FIXED AND FLOATING CHARGES</p> <p>1.1 Fixed charges</p> <p>As a continuing security for the payment of the Secured Obligations, the Company hereby, with full title guarantee, charges, and agrees to charge, in favour of the Bank the following assets which are at any time owned by the Company, or in which the Company is from time to time interested.</p> <p>1 1 1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Company together with all buildings and fixtures (including trade fixtures) at any time thereon;</p> <p>1 1 2 by way of first fixed charge all other interests (not being charged by clause 1 1 1) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>1 1 3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,</p> <p>1 1 4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto,</p> <p>1 1 5 by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested,</p> <p>1 1 6 by way of first fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution, or other person,</p> <p>1.1 7 by way of first fixed charge all Intellectual Property,</p> <p style="text-align: right;">continued/ . .</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 2 continued

- 1 1 8 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;
- 1 1 9 to the extent not effectively assigned under clause 1 2 (Assignment) by way of first fixed charge all Receivables,
- 1 1 10 by way of first fixed charge all the goodwill and uncalled capital of the Company; and
- 1.1.11 by way of first Hired Charge all the Charged Shares together with all the Related Rights from time to time accruing thereto

1.2 Assignment

As a continuing security for the payment of the Secured Obligations, the Company hereby, with full title guarantee, assigns and agrees to assign absolutely in favour of the Bank all the rights, title, interest and benefit of the Company in and to the Receivables.

1.3 Floating charge

As further continuing security for the payment of the Secured Obligations, the Company hereby charges with full title guarantee in favour of the Bank by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 1 1 (Fixed charges), including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland

1.4 Leasehold interests containing prohibitions on charging

- 1 4 1 Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 1.1 (Fixed charges) (and the further assurance provisions set out in clause 5 (Further Assurance)) any leasehold property held by any the Company under a lease and any other property where the freehold is not owned where the terms of such lease or other arrangement either preclude absolutely the Company from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "Excluded Property"),

continued/ ..

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 2 continued

1 4 2 With regard to each Excluded Property, the Company hereby undertakes within 14 days of the date hereof to make application for the consent of the third party from whom consent is required and, in respect of each lease which provides that the relevant third party will not unreasonably withhold its consent (each such Excluded Property in respect of which a relevant third party may not unreasonably withhold its consent to the creation of security, hereinafter referred to as a "**Relevant Property**") to use all its reasonable endeavours to obtain such consent as soon as possible and to keep the Bank informed of the progress of its negotiations with such third parties, and

1 4 3 Forthwith upon receipt of any such third party consent, the relevant Excluded Property shall thereupon be charged to the Bank pursuant to the terms of clause 1 1 (*Fixed charges*) (or, as the case may be, clause 5 (*Further Assurance*)). If required by the Bank in respect of any Excluded Property, at any time following receipt of such consent or, in respect of any Relevant Property, the earlier of the date of such receipt or the date falling 60 days after the date hereof, the Company will execute a legal mortgage in favour of, and in such form as is required by, the Bank, subject only to the same containing terms and conditions which are no ore onerous than those contained herein

1.5 Intellectual property interests containing prohibition on charging

1.5 1 Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 1 1 (*Fixed charges*) (and the further assurance provisions set out in clause 5 (*Further Assurance*)) any Intellectual Property in which the Company has an interest pursuant to any licence or other agreement, the terms of which either preclude the Company from creating any security over its interest in such Intellectual Property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "**Excluded Intellectual Property Right**"),

continued/ . .

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Schedule 2 continued</p> <p>1 5 2 With regard to each Excluded Intellectual Property Right, the Company hereby undertakes within 14 days of the date hereof to make application for the consent of the third party from whom consent is required (where the identity of the relevant third party is known to the Company) to the creation of the charges contained in clause 1 1 (<i>Fixed charges</i>) (and the further assurance provisions set out in clause 5 (<i>Further Assurance</i>)) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent (each such Excluded Intellectual Property Right in respect of which a relevant third party may not unreasonably withhold its consent to the creation of security, hereinafter referred to as a "Relevant Intellectual Property Right"), to use all its reasonable endeavours to obtain such consent as soon as possible and to keep the Bank informed of the progress of its negotiations with such third parties, and</p> <p>1.5.3 Forthwith upon receipt of any such third party consent, the relevant Excluded Intellectual Property Right shall thereupon be charged to the Bank pursuant to the terms of clause 1 1 (<i>Fixed charges</i>) (or, as the case may be, clause 5 (<i>Further Assurance</i>)). If required by the Bank in respect of any Excluded Intellectual Property Right, at any time following receipt of such consent or, in respect of any Relevant Intellectual Property Right, the earlier of the date of such receipt or the date falling 60 days after the date hereof, the Company will execute security in favour of, and in such form as is required by, the Bank, subject only to the same containing terms and conditions no more onerous than those contained herein</p> <p>2. CONVERSION OF FLOATING CHARGE</p> <p>2.1 Conversion of floating charge</p> <p>The Bank may by written notice to the Company convert the floating charge created by the Accession Deed into a fixed charge as regards all or any of the Company's assets specified in the notice if</p> <p>2.1 1 an Event of Default has occurred and is continuing, or</p> <p>2 1 2 the Bank in its reasonable opinion considers those 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</p> <p style="text-align: right;">continued/</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Schedule 2 continued</p> <p>2.2 Automatic conversion of floating charge</p> <p>The floating charge created by the Company under the Accession Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 1.3 (<i>Floating charge</i>) (a "Floating Charge Asset") if the Company creates (or purports to create) an Encumbrance (other than a Permitted Encumbrance) on or over the relevant Floating Charge Asset without the prior consent in writing of the Bank or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset</p> <p>2.3 No waiver</p> <p>The giving by the Bank of a notice pursuant to clause 2.1 (<i>Conversion of floating charge</i>) in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Bank to serve similar notices in respect of any other class of assets or of any of the other rights of the Bank.</p> <p>3. CONTINUING SECURITY</p> <p>3.1 The Accession Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Bank may at any time hold for any of the Secured Obligations and the Accession Deed and Composite Guarantee and Debenture may be enforced against the Company without the Bank first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it.</p> <p>3.2 The Accession Deed and Composite Guarantee and Debenture shall remain in full force and effect as a continuing security until the Bank shall have certified in writing that the Secured Obligations have been discharged in full</p> <p>4. NEGATIVE PLEDGE</p> <p>Save as permitted by the terms of the Facilities Agreement, the Company severally covenants with the Bank that, during the continuance of the security created by the Accession Deed, it shall not without the prior written consent of the Bank:</p> <p>4.1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets, and</p> <p style="text-align: right;">continued/...</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>Schedule 2 continued</p> <p>4 2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal</p> <p>5. FURTHER ASSURANCE</p> <p>5 1 The Company will, whenever requested by the Bank and at its own expense, promptly execute such deeds or documents and take any action required by the Bank to perfect and protect the security created (or intended to be created) by the Accession Deed or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Bank hereunder In particular, but without limitation, the Company will.</p> <p>5 1.1 execute a valid legal mortgage in such form as the Bank shall reasonably require of any freehold or leasehold property now or in the future belonging to such Charging Company which is not hereby effectively charged by way of legal mortgage;</p> <p>5 1 2 execute a legal assignment in such form as the Bank may reasonably require over all or any of the Receivables and give notice of such assignment to the relevant Debtors,</p> <p>5 1 3 execute a valid fixed charge in such form as the Bank may reasonably require over any asset the subject of the floating charge hereunder, and</p> <p>5 1 4 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Bank may think expedient</p> <p>5.2 Any security document required to be executed by a Charging Company pursuant to clause 5 1 will be prepared at the cost of such Charging Company and will contain terms and conditions which are no ore onerous than those contained herein</p> <p>5.3 The Company as registered proprietor hereby appoints the Bank as its agent to apply for the particulars of the Accession Deed and the Composite Guarantee and Debenture and of the interest of the Bank in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Company hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks</p> <p style="text-align: right;">continued/ . .</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Schedule 2 continued</p> <p>6. APPOINTMENT AND POWERS OF RECEIVER</p> <p>6.1 At any time after this security becomes enforceable, or if so requested by the Company by written notice at any time, the Bank may without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income thereof</p> <p>6 2 The Bank may remove from time to time any Receiver appointed by it (subject to the provisions of Section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason</p> <p>6 3 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income thereof, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them)</p> <p>6 4 Any Receiver shall (in addition to the powers conferred by the Act and Schedule 1 of the Insolvency Act 1986 or any other statute from time to time in force) have the following powers</p> <p>6 4 1 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed,</p> <p>6.4 2 to manage the Charged Assets and the business of any of the Company,</p> <p>6.4 3 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,</p> <p>6.4 4 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Company was concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land,</p> <p style="text-align: right;">continued/...</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 2 continued

- 6 4 5 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe the restriction imposed by Section 103 of the Act,
- 6.4 6 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of any of the Charging Companies and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Company,
- 6.4.7 to take any such proceedings, in the name of the Company or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of rent or other monies in arrears at the date of his appointment,
- 6 4 8 to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- 6 4.9 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Bank shall direct,
- 6 4.10 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm;
- 6 4 11 to operate any rent review clause in respect of any property in respect of which he was appointed or any part thereof and to apply for any new or extended lease; and
- 6.4 12 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of this security

continued/ ..

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 2 continued

- 6 2 In making any sale or other disposal in the exercise of their respective powers, the Receiver or the Bank may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including, without limitation, consideration fluctuating according to or dependant upon profit or turnover and consideration the amount whereof is to be determined by a third party Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, shall *ipso facto* be and become charged with the payment of the Secured Obligations Any contract for any such sale or other disposal by the Receiver or the Bank may contain conditions excluding or restricting the personal liability of the Receiver and the Bank
- 6 3 Any Receiver appointed hereunder shall be the agent of the Charging Companies and (subject to the provisions of the Companies Act 1985 and the Insolvency Act 1986) the Company shall be solely responsible for his acts and defaults (except for wilful acts of default and recklessness) and for his remuneration
- 6 4 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Bank (or, failing such agreement, to be fixed by the Bank)
- 6 5 Only monies actually paid by a Receiver to the Bank in satisfaction or discharge of the Secured Obligations shall be capable of being applied by the Bank in satisfaction thereof
- 6 6 Neither the Bank nor any Receiver shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful default
- 6 7 Without prejudice to the generality of clause 6 6, entry into possession of the Charged Assets shall not render the Bank or the Receiver liable to account as mortgagee in possession and if and whenever the Bank enters into possession of the Charged Assets, it shall be entitled to any time at its discretion to go out of such possession.
- 6 8 All or any of the powers which are conferred by the Accession Deed on a Receiver may be exercised by the Bank without first appointing a Receiver or notwithstanding the appointment of any Receiver.

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MG01 - continuation page
Particulars of a mortgage or charge

6 **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 2 continued

7. POWER OF ATTORNEY

The Company, by way of security, irrevocably appoints the Bank and every Receiver of the Charged Assets (or any part thereof) appointed hereunder and any person nominated for the purpose by the Bank or any Receiver (in writing under hand signed by an officer of the Bank or any receiver) severally as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to sign or execute (using the company seal where appropriate) any deed, documents, agreement and instrument required under the terms of the Accession Deed and, following the occurrence of an Event of Default and for as long as the same is continuing, to do all such acts or things as may be required by the Bank or any Receiver hereunder or in the exercise of any of their powers, and the Company hereby covenants with the Bank to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 888596
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCESSION DEED DATED 28
JUNE 2010 AND CREATED BY PORVAIR FILTRATION GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY GROUP COMPANY TO BARCLAYS BANK PLC
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JULY 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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