

# MR01

## Particulars of a charge



Companies House

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You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is for**  
You may use this form to register a  
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instrument.



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COMPANIES HOUSE

For information, please  
visit the  
Companies House website at:  
[companieshouse.gov.uk](http://companieshouse.gov.uk)

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



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 01498498

Company name in full Autotork Controls Limited

2 For official use

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date, d 2 d 5 m 1 m 0 y 2 y 0 y 1 y 9

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

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

Name BNP Paribas

Name

Name

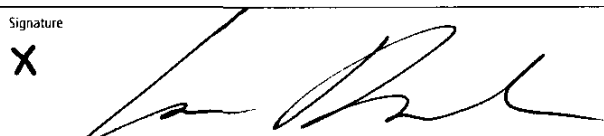
Name

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

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

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Particulars of a charge

4	<b>Brief description</b>	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space.
Brief description	None		
5	<b>Other charge or fixed security</b>	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
6	<b>Floating charge</b>	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input checked="" type="checkbox"/> <b>Yes</b> Continue <input type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> <b>Yes</b>	
7	<b>Negative Pledge</b>	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
8	<b>Trustee statement <sup>1</sup></b>	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.  <input type="checkbox"/>	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).
9	<b>Signature</b>	Please sign the form here.  Signature   This form must be signed by a person with an interest in the charge.	

MR01

# Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Conor Boyle**

Company name **Winston & Strawn London LLP**

Address **CityPoint**

**One Ropemaker Street**

Post town **London**

County/Region **London**

Postcode **E C 2 Y 9 A W**

Country **United Kingdom**

DX

Telephone **020 7011 8744**

## Certificate

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

## Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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

## Important information

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

## How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'

## Where to send

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

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

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

## Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 1498498

Charge code: 0149 8498 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2019 and created by AUTOTORK CONTROLS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2019.

Given at Companies House, Cardiff on 4th November 2019



**Companies House**



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

# Security Accession Deed

THIS SECURITY ACCESSION DEED is dated 25 October 2019 and made between:

- (1) The entities listed in Schedule 1 (the "New Chargors"); and
- (2) **FR FLOW CONTROL HOLDCO LIMITED** (a company incorporated in England and Wales with company number 11837831 (the "Parent") for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) **BNP PARIBAS** whose office is at 787, Seventh Avenue, New York, NY 10019 or such other office as it may select from time to time as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the "Security Agent").

## BACKGROUND:

This Deed is supplemental to the Debenture (as defined below).

## IT IS AGREED as follows:

### 1. Definitions

In this Deed:

"**Debenture**" means the debenture dated 28 June 2019 between, amongst others, the Chargors named therein and the Security Agent.

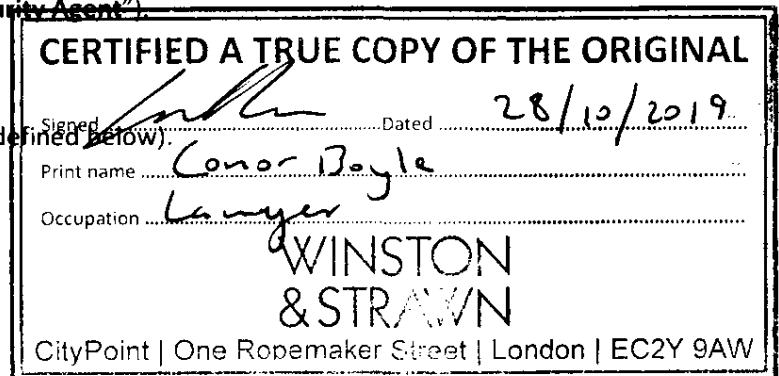
"**Credit Agreement**" means the credit agreement dated 28 June 2019 between, FR Flow Control Luxco 1 S.à r.l. and FR Flow Control CB LLC as borrowers, amongst other entities the Chargors named therein, the Secured Parties (as defined therein) and the Security Agent.

### 2. Construction

- 2.1 Unless defined or construed in this Deed, a term defined or construed in the Debenture has the same meaning in this Deed and in any notice given under or in connection with this Deed.
- 2.2 Clauses 2(b) – (h) (*Construction*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the Debenture were references to this Deed.
- 2.3 The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" will be deemed to include this Deed.
- 2.4 This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.
- 2.5 This Deed is a Loan Document.

### 3. Accession of New Chargors

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to the Debenture as a Chargor.



#### **4. Accession Undertakings**

4.1 By its execution of this Deed, each New Chargor unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the terms and provisions of the Debenture from the date of this Deed as if it were an original party thereto as one of the Chargors.

4.2 Without prejudice to the generality of clause 4.1, each New Chargor hereby:

- (a) (jointly and severally with the other Chargors) covenants in the terms set out in clause 3 (*Undertaking to Pay*) of the Debenture; and
- (b) charges, assigns and mortgages to the Security Agent for the payment and discharge of the Secured Liabilities of each New Chargor, or by the Debenture, covenanted to be paid or discharged by it, its assets on the terms set out in clauses 4 (*Security*) and 7 (*Real Property*) of the Debenture (in each case subject to the terms of clause 4.10 (*Excluded Assets*) of the Debenture provided that, unless otherwise expressly agreed in writing by each New Chargor after the date of this Deed, there shall be excluded from the Security created by clause 4 (*Security*) of the Debenture and from the operation of any further assurance provisions contained in the Debenture.

#### **5. Repetition of Representations**

- (a) Each New Chargor represents and warrants to each Secured Party that the description of the assets set out in Schedule 2 (*Mortgaged Property*), Schedule 3 (*Shares*), Schedule 4 (*Account Details*), Schedule 5 (*Contracts*), Schedule 6 (*Insurance Policies*) and Schedule 7 (*Intellectual Property*) constitute a complete and accurate description of all of the relevant assets in which it has an interest as at the date of this Deed.
- (b) The delivery of a Security Accession Deed constitutes confirmation by the New Chargor that the representations and warranties to be made by it and set out in Clause 5 (*General Representations and Warranties*) and Clause 8.1 (*Investments – representations and warranties*) of the Debenture and elsewhere in this Deed are true and correct to the extent applicable to it as at the date of delivery as if made by reference to the facts and circumstances then existing.
- (c) The Parent represents and warrants to each Secured Party that no Default is continuing or would occur as a result of each New Chargor becoming a Chargor.

#### **6. Notices**

Each New Chargor confirms that its address details for notices in relation to Clause 35.2 (*Addresses*) of the Debenture are as follows:

Chargor: **Autotork Controls Limited**  
  
Address: Britannia House  
  
Huddersfield Road  
  
Elland

West Yorkshire HX59JR

Facsimile: n/a

Attention: C J Riordan

Chargor: **Batley Valve Company Limited, (The)**

Address: Britannia House

Huddersfield Road

Elland

West Yorkshire HX59JR

Facsimile: n/a

Attention: C J Riordan

Chargor: **Trillium Flow Services UK Limited**

Address: Britannia House

Huddersfield Road

Elland

West Yorkshire HX59JR

Facsimile: n/a

Attention: C J Riordan

Chargor: **Trillium Flow Technologies UK Limited**

Address: Britannia House

Huddersfield Road

Elland

West Yorkshire HX59JR

Facsimile: n/a

Attention: C J Riordan

Chargor: **Trillium Flow Technologies Holdings Ltd.**

Address: Britannia House  
Huddersfield Road  
Elland  
West Yorkshire HX59JR

Facsimile: n/a

Attention: C J Riordan

## **7. Governing Law and Jurisdiction**

### **7.1 Governing Law**

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

### **7.2 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 7.2 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**This Deed is executed as a deed by the New Chargors and the Company and is signed for and on behalf of the Security Agent and is delivered and takes effect on the date at the beginning of this Deed.**



**SCHEDULE 1**  
**NEW CHARGORS**

<b>New Chargor</b>	<b>Company Number</b>	<b>Jurisdiction</b>	<b>Registered Office</b>
Autotork Controls Limited	01498498	England and Wales	Weir Power & Industrial - Emerging Markets, Britannia House, Huddersfield Road, Elland, West Yorkshire, HX5 9JR
Batley Valve Company Limited, (The)	00786390	England and Wales	Weir Power & Industrial - Emerging Markets, Britannia House, Huddersfield Road, Elland, West Yorkshire, HX5 9JR
Trillium Flow Services UK Limited	00971289	England and Wales	Britannia House, Huddersfield Road, Elland, West Yorkshire, England, HX5 9JR
Trillium Flow Technologies UK Limited	00869208	England and Wales	Britannia House, Huddersfield Road, Elland Halifax, West Yorkshire, HX5 9JR
Trillium Flow Technologies Holdings Ltd.	SC602583	Scotland	Clydesdale Bank Exchange, Fourth Floor, 20 Waterloo Street, Glasgow, Scotland, G2 6BD]

**SCHEDULE 2  
MORTGAGED PROPERTY**

**Part 1  
Registered Land**

District and County/ London Borough	Description of Property	Title Number
None.	n/a	n/a

**Part 2  
Unregistered Land**

Date	Document	Parties
None.	n/a	n/a

**SCHEDULE 3  
SHARES**

**Description and Number of Shares Held**

#	Name of New Chargor (shareholder)	Name of Issuer	Description and Number of Shares Held
1.	Trillium Flow Technologies UK Limited	Autotork Controls Limited	100 x £1 ordinary shares in Autotork Controls Limited, comprising 100% of the issued share capital of that company
2.	Trillium Flow Technologies UK Limited	Batley Valve Company Limited, (The)	10,210 x £1 ordinary shares in Batley Valve Company Limited, (The), comprising 100% of the issued share capital of that company
3.	Trillium Flow Technologies Holdings Ltd.	Trillium Flow Technologies UK Limited	300 x £1 ordinary shares in Trillium Flow Technologies UK Limited, comprising 100% of the issued share capital of that company
4.	Trillium Flow Technologies Holdings Ltd.	Trillium Flow Services UK Limited	535,770 x £1 ordinary shares in Trillium Flow Services UK Limited, comprising 100% of the issued share capital of that company

**SCHEDULE 4  
ACCOUNT DETAILS**

**Part 1  
Accounts**

<b>Name of Account Bank</b>	<b>Name of Account Holder</b>	<b>Sort Code</b>	<b>Account Number</b>	<b>Currency</b>
HSBC	Trillium Flow Services UK Limited	SWIFT: MIDLGB22 IBAN: GB25MIDL40025071400096		GBP
		SWIFT: MIDLGB22 IBAN: GB63MIDL40025001388304		GBP
		SWIFT: MIDLGB22 IBAN: GB24MIDL40051574806532		AED
		SWIFT: MIDLGB22 IBAN: GB97MIDL40051574807158		AUD
		SWIFT: MIDLGB22 IBAN: GB50MIDL40051574807131		CAD
		SWIFT: MIDLGB22 IBAN: GB21MIDL40051576711763		DKK
		SWIFT: MIDLGB22 IBAN: GB94MIDL40051574807115		EUR
		SWIFT: MIDLGB22 IBAN: GB46MIDL40051583945670		JPY
		SWIFT: MIDLGB22 IBAN: GB58MIDL40051574806017		NOK
		SWIFT: MIDLGB22 IBAN: GB30MIDL40051574805163		SEK
		SWIFT: MIDLGB22 IBAN: GB36MIDL40051574805249		SGD
		SWIFT: MIDLGB22 IBAN: GB72MIDL40051574807123		USD
		SWIFT: MIDLGB22 IBAN: GB52MIDL40051574805155		ZAR
Banco De Oro	Trillium Flow Services UK Limited		03000334755	Philippino Pesos
Ulster Bank	Trillium Flow Services UK Limited	SWIFT: ULSBIE2D IBAN: 14227748		EUR
HSBC	Trillium Flow Technologies UK Limited	SWIFT: MIDLGB22 IBAN: GB67MIDL40025041400150		GBP
		SWIFT: MIDLGB22 IBAN: GB76MIDL40051574814714		USD

		SWIFT: MIDLGB22 IBAN: GB61MIDL40051574814596		EUR
		SWIFT: MIDLGB22 IBAN: GB09MIDL40051576892981		AUD
		SWIFT: MIDLGB22 IBAN: GB53MIDL40051576895972		ZAR
		Sort Code: 401118 IBAN: GB06HBUK40111835532752	35532752	GBP
		Sort Code: 401276 IBAN: GB51HBUK40127684904560	84904560	USD
		Sort Code: 401276 IBAN: GB23HBUK40127684904579	84904579	EUR
		Sort Code: 401276 IBAN: GB98HBUK40127684904587	84904587	AUD
		Sort Code: 401276 IBAN: GB76HBUK40127684904595	84904595	ZAR
HSBC Australia	Trillium Flow Technologies UK Limited	SWIFT: HKBAU2S IBAN: 011-597614-001		AUD

**SCHEDULE 5**  
**CONTRACTS**

1. The Sale and Purchase Agreement for the Flow Control Business of the Weir Group Plc dated 25 February 2019 between the Weir Group Plc, FR Flow Control Holdco Limited, Weir Group Holdings Limited and FR Flow Control France Bidco SAS.

**SCHEDULE 6  
INSURANCE POLICIES**

Each New Chagor is a beneficiary under the following insurance policies:

	Insurance Policy Description					
1.	Property Damage & Business Interruption – 28th June 2019 to 30th June 2020 Zurich (S&P Rating AA-) – Policy Number – 7118811					
2.	Public & Products (General) Liability – 28th June 2019 to 30th June 2020 HDI (S&P Rating A+) – Policy Number – 110-08416872-30013					
3.	Excess Public & Products Liability – 28th June 2019 to 30th June 2020 QBE (S&P Rating A+) - Policy Number – Y130582QBE0719A, Zurich & AIG (S&P Rating’s AA- and A+) (Policy Number - 7118723)					
4.	Directors & Officers Liability– 28th June 2019 to 30th June 2020 – AIG (S&P Rating A+) – Policy Number – FSMAT1900230					
5.	Excess Directors & Officers Liability – 28th June 2019 to 30th June 2020 Axis (S&P A+) - Policy Number – FSMAT1900231					
6.	<p>Crime – 28th June 2019 to 30th June 2020 AIG (S&amp;P Rating A+) – Policy Number – TBA</p> <p>Premium - GBPE29,000 plus local taxes</p> <table><tr><th>Cover</th><th>Comments</th></tr><tr><td>Misappropriation of money/stock by employees/third parties</td><td><ul style="list-style-type: none"><li>▪ Limit: GBP 5M any single loss</li><li>▪ Retention: GBP 250K each and every loss</li><li>▪ Significant Exclusions: Consequential loss; Credit risks; Fines, penalties or damages; Loss sustained after knowledge; Prior or subsequent discovery of loss; Acts committed prior to 28th June 2019</li></ul></td></tr></table>		Cover	Comments	Misappropriation of money/stock by employees/third parties	<ul style="list-style-type: none"><li>▪ Limit: GBP 5M any single loss</li><li>▪ Retention: GBP 250K each and every loss</li><li>▪ Significant Exclusions: Consequential loss; Credit risks; Fines, penalties or damages; Loss sustained after knowledge; Prior or subsequent discovery of loss; Acts committed prior to 28th June 2019</li></ul>
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7.	<p>Marine Cargo – 28th June 2019 to 30th June 2020 Royal &amp; Sun Alliance (S&amp;P Rating A) – Policy Number – TBA</p> <p>Premium - GBPE40,890 plus local taxes</p> <table><tr><th>Cover</th><th>Comments</th></tr><tr><td>All risks of physical loss or damage to goods in transit including: - International Transits - Domestic Transits - Intercompany Sendings - Work in progress</td><td>Transit Risks: – GBP 3.5M any one conveyance – GBP 3.5M any one location – GBP 30K any one exhibition ▪ Deductible: GBP 250 ▪ Significant territory exclusions / limitations:</td></tr></table>		Cover	Comments	All risks of physical loss or damage to goods in transit including: - International Transits - Domestic Transits - Intercompany Sendings - Work in progress	Transit Risks: – GBP 3.5M any one conveyance – GBP 3.5M any one location – GBP 30K any one exhibition ▪ Deductible: GBP 250 ▪ Significant territory exclusions / limitations:
Cover	Comments					
All risks of physical loss or damage to goods in transit including: - International Transits - Domestic Transits - Intercompany Sendings - Work in progress	Transit Risks: – GBP 3.5M any one conveyance – GBP 3.5M any one location – GBP 30K any one exhibition ▪ Deductible: GBP 250 ▪ Significant territory exclusions / limitations:					

	<p>- Goods returned for service / repair / refurbishment</p> <p>- Exhibition Risks</p> <p>- Afghanistan, Angola, Armenia, Azerbaijan, Democratic Republic of Congo, East Timor, Eritrea, Georgia, Iran, Iraq, Ivory Coast, Kazakhstan, Kyrgyzstan, Lebanon, Liberia, Moldova, Myanmar, Nigeria, North Korea, Russia, Rwanda, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tajikistan, Turkmenistan, Uzbekistan, Republic of Yemen, Zimbabwe and any country where local legislation precludes insurance being effected outside that country. However, this exclusion does not apply to the inland element of any FOB, CFR or similar contract other than those within the countries specified.</p>
8.	<p><b>Environmental Impairment Liability</b> – 28th June 2019 to 30th June 2020</p> <p>Zurich (S&amp;P Rating AA-) - 28th June – Policy Number – 7118841</p>
9.	<p><b>Personal Accident/ Travel</b> – 28th June 2019 to 30th June 2020</p> <p>AIG (S&amp;P Rating A+) – Policy Number – 0010609169</p>



**SCHEDULE 7**  
**INTELLECTUAL PROPERTY**

Patents and Patent Applications

<b>Patent</b>	<b>Country</b>	<b>Record Owner</b>	<b>Reg. No. App. No.</b>
Fluid Energy Reduction Device	Belgium	Trillium Flow Technologies UK Limited	1266166 1911914.8
Fluid Energy Reduction Device	Brazil	Trillium Flow Technologies UK Limited	PI0109297-9 PI0109297-9
Fluid Energy Reduction Device	China	Trillium Flow Technologies UK Limited	ZL01808850.3 1808850.3
Fluid Energy Reduction Device	Denmark	Trillium Flow Technologies UK Limited	1266166 1911914.8
Fluid Energy Reduction Device	France	Trillium Flow Technologies UK Limited	1266166 1911914.8
Fluid Energy Reduction Device	Germany	Trillium Flow Technologies UK Limited	60114587.9 1911914.8
Fluid Energy Reduction Device	India	Trillium Flow Technologies UK Limited	App No.: 00899/DELNP/2002
Fluid Energy Reduction Device	Ireland	Trillium Flow Technologies UK Limited	1266166 1911914.8
Fluid Energy Reduction Device	Italy	Trillium Flow Technologies UK Limited	5.02007E+14 1911914.8
Fluid Energy Reduction Device	South Korea	Trillium Flow Technologies UK Limited	10-0800413 2002-7012172
Fluid Energy Reduction Device	Spain	Trillium Flow Technologies UK Limited	1266166 1911914.8
Fluid Energy Reduction Device	Switzerland	Trillium Flow Technologies UK Limited	1266166 1911914.8
Fluid Energy Reduction Device	UK	Trillium Flow Technologies UK Limited	1266166 1911914.8
Fluid Energy Reduction Device	USA	Trillium Flow Technologies UK Limited	7089961 10/221864
Trim for a Control Valve	China	Trillium Flow Technologies UK Limited	App No: 201780021929.4
Trim for a Control Valve	South Korea	Trillium Flow Technologies UK Limited	App No: 10-2018-7030950
Trim for a Control Valve	UK	Trillium Flow Technologies UK Limited	2549155 1611344.1
Valve	Denmark	Trillium Flow Technologies UK Limited	Patent No.: 1875037 App No.: 6747612.7
Valve	France	Trillium Flow Technologies UK Limited	Patent No.: 1875037 App No.: 6747612.7
Valve	Germany	Trillium Flow Technologies UK Limited	Patent No.: 6.02006E+11 App No.: 6747612.7
Valve	Ireland	Trillium Flow Technologies UK Limited	Patent No.: 1875037 App No.: 6747612.7
Valve	Italy	Trillium Flow Technologies UK Limited	Patent No.: 5.0201E+14 App No.: 6747612.7

<b>Patent</b>	<b>Country</b>	<b>Record Owner</b>	<b>Reg. No. App. No.</b>
Valve	Netherlands	Trillium Flow Technologies UK Limited	Patent No.: 1875037 App No.: 6747612.7
Valve	UK	Trillium Flow Technologies UK Limited	Patent No.: 1875037 App No.: 6747612.7

**Registered Trademarks and Trademark Applications**

<b>Mark</b>	<b>Country</b>	<b>Record Owner</b>	<b>Reg. No. App. No.</b>
HOPKINSONS	Australia	Trillium Flow Technologies UK Limited	343757 343757
HOPKINSONS	Canada	Trillium Flow Technologies UK Limited	UCA008109 170274
HOPKINSONS	China	Trillium Flow Technologies UK Limited	1539449 9900136095
HOPKINSONS	China	Trillium Flow Technologies UK Limited	1535613 9900136098
HOPKINSONS	China	Trillium Flow Technologies UK Limited	1479591 9900136099
HOPKINSONS	China	Trillium Flow Technologies UK Limited	1573904 9900136096
HOPKINSONS	China	Trillium Flow Technologies UK Limited	1710283 9900136097
HOPKINSONS	European Community	Trillium Flow Technologies UK Limited	1360809 1360809
HOPKINSONS	India	Trillium Flow Technologies UK Limited	191777 191777
HOPKINSONS	India	Trillium Flow Technologies UK Limited	191778 191778
HOPKINSONS	India	Trillium Flow Technologies UK Limited	360747 360747
HOPKINSONS	India	Trillium Flow Technologies UK Limited	191776 191776
HOPKINSONS	New Zealand	Trillium Flow Technologies UK Limited	125605 125605
HOPKINSONS	New Zealand	Trillium Flow Technologies UK Limited	125606 125606
HOPKINSONS	New Zealand	Trillium Flow Technologies UK Limited	125607 125607
HOPKINSONS	New Zealand	Trillium Flow Technologies UK Limited	125608 125608
HOPKINSONS	Norway	Trillium Flow Technologies UK Limited	89100 110166
HOPKINSONS	Norway	Trillium Flow Technologies UK Limited	117218 820116
HOPKINSONS	Saudi Arabia	Trillium Flow Technologies UK Limited	141503924 29538

<b>Mark</b>	<b>Country</b>	<b>Record Owner</b>	<b>Reg. No. App. No.</b>
HOPKINSONS	South Africa	Trillium Flow Technologies UK Limited	80/1105 80/1105
HOPKINSONS	South Africa	Trillium Flow Technologies UK Limited	80/1106 80/1106
HOPKINSONS	South Africa	Trillium Flow Technologies UK Limited	80/1107 80/1107
HOPKINSONS	South Africa	Trillium Flow Technologies UK Limited	80/1108 80/1108
HOPKINSONS	South Korea	Trillium Flow Technologies UK Limited	4.50003E+12 45-2000-0000560
HOPKINSONS	USA	Trillium Flow Technologies UK Limited	1188359 73277272
HOPKINSONS	Zimbabwe	Trillium Flow Technologies UK Limited	617/95 617/95
Cascade VR	European Community	Trillium Flow Technologies UK Limited	9495359 9495359
Cascade VR	Japan	Trillium Flow Technologies UK Limited	5477846 2011-030711
Cascade VR	South Korea	Trillium Flow Technologies UK Limited	40-0942615 40-2011-0023944
Batley	China	Trillium Flow Technologies UK Limited	9845150 9845150
Batley	China	Trillium Flow Technologies UK Limited	9845149 9845149
AT (Device)	UK	Trillium Flow Technologies UK Limited	1326172 1326172
AT (Device)	UK	Trillium Flow Technologies UK Limited	2019979 2019979
Autotork	UK	Trillium Flow Technologies UK Limited	2019982 2019982
Trulap	UK	Trillium Flow Technologies UK Limited	2233683 2233683
Platnam	European Community	Trillium Flow Technologies UK Limited	5209259 5209259
Valve in Circle (device)	Australia	Trillium Flow Technologies UK Limited	343786 343786
Valve in Circle (device)	Canada	Trillium Flow Technologies UK Limited	UCA8111 170276
Valve in Circle (device)	China	Trillium Flow Technologies UK Limited	1479592 9900136087
Valve in Circle (device)	China	Trillium Flow Technologies UK Limited	1535727 9900136086
Valve in Circle (device)	China	Trillium Flow Technologies UK Limited	1539450 9900136083
Valve in Circle (device)	China	Trillium Flow Technologies UK Limited	1573903 9900136084
Valve in Circle (device)	China	Trillium Flow Technologies UK Limited	1714299 9900136085

<b>Mark</b>	<b>Country</b>	<b>Record Owner</b>	<b>Reg. No. App. No.</b>
Valve in Circle (device)	European Community	Trillium Flow Technologies UK Limited	1377910 1377910
Valve in Circle (device)	India	Trillium Flow Technologies UK Limited	191780 191780
Valve in Circle (device)	India	Trillium Flow Technologies UK Limited	191781 191781
Valve in Circle (device)	India	Trillium Flow Technologies UK Limited	191779 191779
Valve in Circle (device)	India	Trillium Flow Technologies UK Limited	360749 360749
Valve in Circle (device)	Ireland	Trillium Flow Technologies UK Limited	40069 367/44
Valve in Circle (device)	Ireland	Trillium Flow Technologies UK Limited	40068 366/44
Valve in Circle (device)	New Zealand	Trillium Flow Technologies UK Limited	125601 125601
Valve in Circle (device)	New Zealand	Trillium Flow Technologies UK Limited	125601 125602
Valve in Circle (device)	New Zealand	Trillium Flow Technologies UK Limited	125603 126603
Valve in Circle (device)	New Zealand	Trillium Flow Technologies UK Limited	125604 125604
Valve in Circle (device)	South Africa	Trillium Flow Technologies UK Limited	80/1104 80/1104
Valve in Circle (device)	South Africa	Trillium Flow Technologies UK Limited	80/1101 80/1101
Valve in Circle (device)	South Africa	Trillium Flow Technologies UK Limited	80/1102 80/1102
Valve in Circle (device)	South Africa	Trillium Flow Technologies UK Limited	80/1103 80/1103
Valve in Circle (device)	South Korea	Trillium Flow Technologies UK Limited	4500031260000 45-2000-0000558
Valve in Circle (device)	USA	Trillium Flow Technologies UK Limited	1222352 73283155
X-STREAM	China	Trillium Flow Technologies UK Limited	1913688 1913688
X-STREAM	European Community	Trillium Flow Technologies UK Limited	2133940 2133940
X-STREAM	India	Trillium Flow Technologies UK Limited	997892 997892
X-STREAM	Japan	Trillium Flow Technologies UK Limited	4609412 2001-031212
X-STREAM	USA	Trillium Flow Technologies UK Limited	2661994 76250689
BLAKEBOROUGH	China	Trillium Flow Technologies UK Limited	1558916 9900136093
BLAKEBOROUGH	China	Trillium Flow Technologies UK Limited	1479590 9900136094

<b>Mark</b>	<b>Country</b>	<b>Record Owner</b>	<b>Reg. No. App. No.</b>
BLAKEBOROUGH	China	Trillium Flow Technologies UK Limited	1555364 9900136090
BLAKEBOROUGH	China	Trillium Flow Technologies UK Limited	1589678 9900136091
BLAKEBOROUGH	China	Trillium Flow Technologies UK Limited	1734066 9900136092
BLAKEBOROUGH	European Community	Trillium Flow Technologies UK Limited	1350099 1350099
BLAKEBOROUGH	South Korea	Trillium Flow Technologies UK Limited	4005244140000 40-2001-0017803
BLAKEBOROUGH	South Korea	Trillium Flow Technologies UK Limited	4500048440000 45-2000-0000561
MAC VALVE	European Community	Trillium Flow Technologies UK Limited	2717288 2717288
BATLEY VALVE Company Limited, (The)	European Community	Trillium Flow Technologies UK Limited	2577542 2577542
Blakeborough (Chinese Characters)	China	Trillium Flow Technologies UK Limited	5745355 5745355
Blakeborough (Chinese Characters)	China	Trillium Flow Technologies UK Limited	5745356 5745356
Blakeborough (Chinese Characters)	China	Trillium Flow Technologies UK Limited	5745352 5745352
Blakeborough (Chinese Characters)	China	Trillium Flow Technologies UK Limited	5745353 5745353
Blakeborough (Chinese Characters)	China	Trillium Flow Technologies UK Limited	5745354 5745354
Hopkinsons (Chinese Characters)	China	Trillium Flow Technologies UK Limited	5745361 5745361
Hopkinsons (Chinese Characters)	China	Trillium Flow Technologies UK Limited	5745359 5745359
Hopkinsons (Chinese Characters)	China	Trillium Flow Technologies UK Limited	5745358 5745358
Hopkinsons (Chinese Characters)	China	Trillium Flow Technologies UK Limited	5745357 5745357
B (device)	South Korea	Trillium Flow Technologies UK Limited	4500031270000 45-2000-0000559
Bexel	China	Trillium Flow Technologies UK Limited	15657864 15657864
Bexel	Japan	Trillium Flow Technologies UK Limited	5803013 2014-093514
Bexel	United Arab Emirates	Trillium Flow Technologies UK Limited	221967 221967
Bexel	United Arab Emirates	Trillium Flow Technologies UK Limited	221966 221966
Bexel	United Arab Emirates	Trillium Flow Technologies UK Limited	221964 221964

<b>Mark</b>	<b>Country</b>	<b>Record Owner</b>	<b>Reg. No. App. No.</b>
Bexel	United Arab Emirates	Trillium Flow Technologies UK Limited	221965 221965

EXECUTION PAGES TO SECURITY ACCESSION DEED

The New Chargors


Executed as a deed by **Autotork Controls  
Limited**  
acting by:

  
Signature of director

MICHAEL NICHOLAS MANNION  
Print name of director

Director

in the presence of:

  
Signature of witness

ROBERT STEPHEN MITCHEM  
Print name of witness

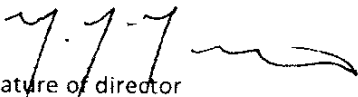
Address

BRITANNIA HOUSE  
HUDDERSFIELD ROAD  
ELAND, H.X 5 9JR

Occupation

CHARTERED ACCOUNTANT

Executed as a deed by **Batley Valve Company  
Limited, (The)**  
acting by:

  
Signature of director

MICHAEL NICHOLS MANWION  
Print name of director  
Director

in the presence of:

  
Signature of witness

ROBERT STEPHEN MITCHELL  
Print name of witness

Address

BRITANNIA HOUSE  
HUPPERSFIELD ROAD  
ELLAND, HX5 9JR

Occupation

CHARTERED ACCOUNTANT



Executed as a deed by Trillium Flow Services UK  
Limited

acting by:

  
Signature of director

MICHAEL NICHOLAS MANNION  
Print name of director

Director

in the presence of:

  
Signature of witness

ROBERT STEPHEN MITCHELL  
Print name of witness

Address

BRITANNIA HOUSE  
HUDDERSFIELD ROAD  
ELWAND, HX5 9JR

Occupation

CHARTERED ACCOUNTANT

Executed as a deed by **Trillium Flow  
Technologies UK Limited**


acting by:

  
Signature of director

**MICHAEL NICHOLS MANNION**  
Print name of director

Director

in the presence of:

  
Signature of witness

**ROBERT STEPHEN MITCHELL**  
Print name of witness

Address

**BRITANNIA HOUSE  
HODDERSFIELD ROAD  
ELLAND , HX 5 9JR**

Occupation

**CHARTERED ACCOUNTANT**

Executed as a deed by Trillium Flow Technologies  
Holdings Ltd.

acting by:

  
Signature of director

DAVID A ADAMS  
Print name of director

Director

in the presence of:

  
Signature of witness

C J RICHARDSON  
Print name of witness

Address

BRITANNIA HOUSE  
HUDDERSFIELD ROAD  
ELAND HX5 9JR

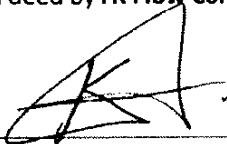
Occupation

COMPANY SECRETARY

The Company

for itself and as agent for the existing Chargors

Executed as a deed by **FR Flow Control Holdco Limited**  
acting by:



Signature of director

KEREM CAN YILMAZ

Print name of director

Director

in the presence of:



Signature of witness

RUNA BEGUM

Print name of witness

Address

7 Floor 28 Victoria St  
London SW1H 0EX

Occupation

Executive Assistant

**The Security Agent**

Executed by BNP Paribas as Security Agent:



Signature of authorised signatory



Signature of authorised signatory **Daniel Mancini**  
Vice President