

MR01

Particulars of a charge

laserform



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www.gov.uk/companieshouse

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

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

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

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

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 must be scanned and placed on the public record. **Do not send the original.**



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02/06/2017

#125

COMPANIES HOUSE

1

Company details

Company number 0 1 6 6 1 9 3 5

Company name in full Porvair Plc

9 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 2 4 0 5 2 0 1 7

3

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

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

Name Barclays Bank PLC as security agent and security
trustee for the Secured Parties (as defined in the
accompanying copy instrument)

Name

Name

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

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

MR01

Particulars of a charge

4	Brief description	
	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	✓ All present and future freehold or leasehold land and all Intellectual Property including (Making porous articles using power GB2369796(A)) and (Multi-well plate closure GB2322121(A)) pursuant to clause 3 and Schedule 7 : Intellectual Property of the accompanying copy instrument	
5	Other charge or fixed security	
	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"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge	
	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"/> Yes <input type="checkbox"/> No	
8	Trustee statement ①	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature	Please sign the form here. Signature X <i>Simmons + Simmons</i> X <i>KAM 30/05/17</i> 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 Amanda Gardam (001226-02050)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode EC2Y 9SS

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7825 4815



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1661935

Charge code: 0166 1935 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th May 2017 and created by PORVAIR PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2017.

Dx

Given at Companies House, Cardiff on 8th June 2017



Companies House



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

EXECUTION VERSION

Group Debenture

between

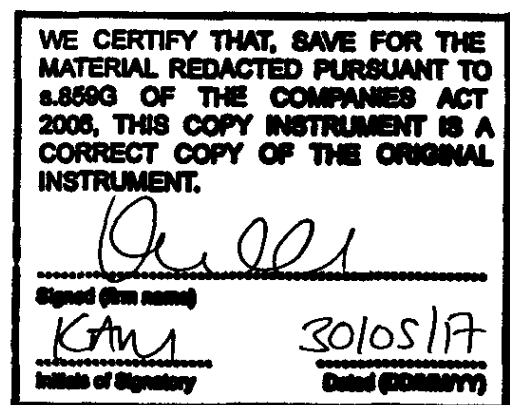
The Persons Listed in Schedule 1
as Originalchargors

and

Barclays Bank PLC
as Security Agent

relating to

among others, a €23,000,000 multicurrency revolving
facility agreement



Simmons & Simmons

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
T +44 20 7628 2020 F +44 20 7628 2070 DX Box No 12

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THIS DEED is dated

24 May 2017

and made

BETWEEN:

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

BACKGROUND:

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

IT IS AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

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

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

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

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

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

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

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

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

"**Company**" means Porvair PLC.

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

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

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

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

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

"Facility Agreement" means the facility agreement dated on or around the date of this Deed and made between, among others, Porvair PLC as borrower, Barclays Bank PLC and Svenska Handelsbanken AB (publ), acting through Peterborough Branch as original lenders, Barclays Bank PLC and Handelsbanken Capital Markets, Svenska Handelsbanken AB (publ) as arrangers and Barclays Bank PLC as agent and security agent.

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

"Intellectual Property" means:

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

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

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

"LPA" means the Law of Property Act 1925.

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

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

"Operational Account" means any accounts specified in Part 1 of Schedule 5 and any renewal, redesignation, replacement, subdivision or subaccount of such accounts), and

any other Account that may from time to time be identified in writing as an Operational Account by the Security Agent (together with any credit balance on such accounts).

"Party" means a party to this Deed.

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

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

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

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

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

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

1.2 Construction

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

1.3 **Disposition of property**

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

1.4 **Third party rights**

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

1.5 **Inconsistency**

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

2. **Covenant to Pay**

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

3. **Creation of Security**

3.1 **Security generally**

All the Transaction Security:

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

3.2 **Land**

- (A) Each Chargor charges:
 - (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use that property specified in Schedule 2 (*Mortgaged Property*); and
 - (2) (to the extent that they are not the subject of a legal mortgage under Clause 3.2(A)(1)) by way of first fixed charge all estates or interests in any

freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use that property.

- (B) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
- (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings but excluding tenant fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
 - (2) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 Investments

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

3.4 Contracts

- (A) Each Chargor assigns absolutely to the Security Agent all of its rights and interests in in, to and under all the agreements or documents specified in Schedule 3 (*Assigned Contracts*) (the "Assigned Contracts").
- (B) To the extent that any such right described in Clause 3.4(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.4(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 3.4(A) and 3.4(B), each Chargor charges by way of first fixed charge all of its rights under each Assigned Contract to which it is a party.
- (D) If a Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
- (1) that Chargor shall notify the Security Agent promptly;

- (2) the assignment or charge will not take effect until that consent is obtained;
- (3) unless the Security Agent otherwise requires, that Chargor shall, and each other Chargor shall ensure that the Chargor will use all reasonable endeavours to obtain the consent as soon as practicable and no breach of the Facility Agreement nor any other Finance Document shall occur by virtue of the relevant Chargor's failure to have obtained such consent while the Chargors are using all reasonable endeavours to obtain that consent as soon as reasonably practicable; and
- (4) that Chargor shall promptly supply to the Security Agent a copy of the consent obtained by it.

3.5 Bank accounts

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such Account.

3.6 Book debts etc.

Each Chargor charges by way of a first fixed charge:

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

3.7 Insurances

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

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

3.8 Plant and machinery

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

3.9 Intellectual Property

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

3.10 Authorisations

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

3.11 Pension fund

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

3.12 Goodwill

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

3.13 Uncalled capital

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

3.14 Floating charge

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

(E) If:

- (1) a Chargor takes any step to create any Security in breach of Clause 7.1 (*Negative pledge*) over any of the Charged Property not subject to a mortgage or fixed charge;
- (2) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of a Chargor (by a person who is entitled to do so); or
- (3) any person (who is entitled to do so) takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,

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

4. Continuing Security

4.1 Continuing Security

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

4.2 Additional Security

The Transaction Security:

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

5. Consent of Third Parties

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

6. **Further Assurance**

- (A) Each Chargor shall (at its own expense) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
- (1) to perfect the Security created or intended to be created by the Transaction Security (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law;
 - (2) to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security conferred or intended to be conferred by or pursuant to the Transaction Security; and/or
 - (3) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.
- (B) Each Chargor shall (at its own expense) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Transaction Security.

7. **Restrictions on Dealing**

7.1 **Negative pledge**

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

7.2 **Disposals**

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

8. **Land**

8.1 **The Land Registry**

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

- (A) and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by the Transaction Security;

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

8.2 Acquisitions

- (A) If a Chargor acquires any freehold or leasehold property after the date of this Deed, the Chargor shall:
 - (1) notify the Security Agent immediately;
 - (2) promptly on request by the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that freehold or leasehold property in any form which the Security Agent may reasonably require together with such constitutional documents, corporate authorisations and other matters as the Security Agent may require to verify that such document constitutes that Chargor's legal, valid, binding and enforceable obligations;
 - (3) if title to that freehold or leasehold property is registered at the Land Registry or is required to be so registered, promptly comply with all applicable obligations under clause 8.1 (*The Land Registry*) and:
 - (a) promptly and in any event within any applicable priority period, apply to the Land Registry for first registration of that freehold or leasehold property (where that freehold or leasehold property is not already registered at the Land Registry) and registration of that Chargor as the registered proprietor of that freehold or leasehold property;
 - (b) promptly and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by the Transaction Security;
 - (c) promptly and in any event within any applicable priority period, apply to the Land Registry submit to the Land Registry a duly completed form RX1 in which the Chargor applies for a restriction in the form specified by the Security Agent to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security;
 - (d) promptly submit to the Land Registry a duly completed form CH2 in which the Chargor applies for a note of an obligation to make further advances to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security; and
 - (e) promptly pay all appropriate registration fees.

- (B) Subject to Clause 5.2 (*Consent of Third Parties*), if the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall not be required to perform that obligation unless and until it has obtained the landlord's consent. The relevant Chargor shall use its reasonable endeavours to obtain the landlord's consent.

8.3 Deposit of title deeds

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

8.4 Investigation of title

If a Default has occurred and is continuing or if the Security Agent or the Agent reasonably suspects a Default might occur, each Chargor shall grant the Security Agent or its lawyers on request all facilities within its power to enable the Security Agent or its lawyers (at the expense of that Chargor) to:

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

8.5 Title Information Document

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

8.6 Power to remedy

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

8.7 Notice of charge or assignment

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

9. Investments

9.1 Investments

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

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

9.2 Certificated Investments

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

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

9.3 Changes to rights

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

9.4 Calls

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

9.5 Other obligations in respect of Investments

- (A) Each Chargor shall comply with all requests for information which is within its knowledge and which are made under Section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of the Shares. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the Chargor.
- (B) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any Investments.
- (C) The Security Agent is not obliged to:
 - (1) perform any obligation of a Chargor;
 - (2) make any payment;
 - (3) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (4) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under the Transaction Security,

in respect of any Investments.

9.6 Voting rights before enforcement

Prior to the occurrence of an Enforcement Event:

- (A) subject to Clause 9.7 (*Voting rights after enforcement*), a Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Finance Party;
- (B) if the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) shall exercise the voting rights, powers and other rights in respect of the Investments in any manner which the Chargor may direct in writing but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Finance Party. The Security Agent (or that nominee) shall execute any form of proxy or other document which a Chargor may reasonably require for this purpose;

- (C) subject to Clause 9.7 (*Voting rights after enforcement*), all dividends or other income or distributions paid or payable in relation to any Investments shall be paid in accordance with the provisions of the Finance Documents. To achieve this:
 - (1) the Security Agent or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to that Chargor; or
 - (2) if payment is made directly to the Security Agent (or its nominee) before this Security becomes enforceable, the Security Agent (or that nominee) will promptly pay that amount to that Chargor; and
- (D) subject to Clause 9.7 (*Voting rights after enforcement*), the Security Agent shall use its reasonable endeavours promptly to forward to the relevant Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments.

9.7 Voting rights after enforcement

- (A) Following the occurrence of an Enforcement Event, the Security Agent or its nominee may exercise or refrain from exercising:
 - (1) any voting rights; and
 - (2) any other powers or rights which may be exercised by the legal or beneficial owner of any Investments, any person who is the holder of any Investments or otherwise,

in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of that Chargor and irrespective of any direction given by that Chargor.
- (B) To the extent that the Investments remain registered in the name of a Chargor, that Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after this Security has become enforceable.
- (C) Each Chargor shall indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of Investments on the direction of the Chargor.

9.8 Clearance systems

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

action is required for the dematerialisation or rematerialisation of the Investments as necessary.

10. Intellectual Property

10.1 Representations

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

10.2 Preservation

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

11. Book Debts

11.1 Book debts

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

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

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

11.2 Release of Book Debts

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

12. Bank Accounts

12.1 Restrictions on accounts

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

12.2 Withdrawals from Blocked Accounts

- (A) No Chargor shall withdraw any moneys (including interest) standing to the credit of any of its Blocked Accounts other than:
 - (1) with the prior consent of the Security Agent; or
 - (2) in accordance with the terms of the Facility Agreement.
- (B) Following the occurrence of an Enforcement Event, the Security Agent (or a Receiver) may withdraw amounts standing from the credit of a Chargor's Accounts (and any other Account specified in the relevant Part of the Schedule to the Deed of Accession by which it became a Party).

12.3 Withdrawals from Operational Accounts

- (A) Prior to the occurrence of an Enforcement Event, each Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Operational Account (excluding all Blocked Accounts) in accordance with the terms of the Facility Agreement.
- (B) After the occurrence of an Enforcement Event, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent.

12.4 Notices of charge

- (A) Each Chargor shall promptly following execution of this Deed, and promptly following the establishment of an Account after the date of this Deed, serve a notice of charge, substantially in the applicable form as set out in Schedule 8 (*Notice to Bank Holding an Account*), on each bank or financial institution at which a Chargor maintains any of its Accounts.¹
- (B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 12.4(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 8 (*Notice to Bank Holding an Account*).

13. Contracts

13.1 Representations

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

- (A) all payments to it by any other party to any of its Assigned Contracts are not subject to any right of set-off or similar right;

¹ A form is to be set out for (i) Blocked Accounts (ii) Operational Accounts.

- (B) each of its Assigned Contracts is its legally binding, and enforceable obligation;
- (C) it is not in default of any of its obligations (in any material respect) under any of its Assigned Contracts;
- (D) there is no prohibition on assignment in any of its Assigned Contracts; and
- (E) its entry into and performance of the Transaction Security will not conflict with any term of any of its Assigned Contracts.

13.2 Documents

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

13.3 No variation etc

No Chargor shall:

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

13.4 Breach

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

13.5 Information

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

13.6 Rights

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

13.7 Notices of charge or assignment

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

14. Plant and Machinery

14.1 Maintenance

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

14.2 Nameplates

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

15. Insurances

15.1 Rights

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

15.2 Notices of charge or assignment

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

- (B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 15.2(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 10 (*Notice to Insurers*).

16. Representations

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

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

17. Enforcement

17.1 When enforceable

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

17.2 Power of sale

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

17.3 Section 103 of the LPA

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

17.4 Section 93 of the LPA

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

17.5 No liability as mortgagee in possession

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

17.6 Privileges

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

17.7 No duty to enquire

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

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

17.8 Protection to purchasers

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

17.9 Financial collateral arrangements

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

18. Receiver

18.1 Appointment of receiver

- (A) The Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Charged Property if:
 - (1) an Enforcement Event occurs; or
 - (2) requested to do so by the Chargor.

- (B) Any appointment under Clause 18.1(A) may be by deed, under seal or in writing under hand.

18.2 Removal

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

18.3 Remuneration

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

18.4 Agent of Chargor

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

18.5 Security Agent's rights

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

19. Powers of Receiver

19.1 General

- (A) A Receiver has all of the rights, powers and discretions set out below in this Clause 19 in addition to those conferred on it by any law, including all the rights, powers and discretions conferred on a receiver under the LPA and a receiver or an administrative receiver under the Insolvency Act 1986.
- (B) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

19.2 Possession

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

19.3 Carry on business

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

19.4 Employees

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

19.5 Borrow money

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

19.6 Sale of assets

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

19.7 Leases

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

19.8 Compromise

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

19.9 Legal actions

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

19.10 Receipts

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

19.11 Subsidiaries

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

19.12 Delegation

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

19.13 Lending

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

19.14 Protection of assets

A Receiver may:

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

in each case as he thinks fit.

19.15 Other powers

A Receiver may:

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

20. Power of Attorney

20.1 Appointment

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

- (A) following the occurrence of a Default which is continuing, to do anything which that Chargor is obliged to do under any Finance Document; and

- (B) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Property or under any Finance Document, the LPA or the Insolvency Act 1986.

20.2 Ratification

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

21. Tacking

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

22. Delegation

22.1 Delegate and sub-delegates

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

22.2 Terms

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

22.3 Liability

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

23. Preservation of Security

23.1 Reinstatement

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

23.2 Waiver of defences

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

- (A) any time, waiver or consent granted to, or composition with, any Chargor or other person;

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

23.3 Immediate recourse

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

23.4 Appropriations

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

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

23.5 Deferral of Chargor's rights

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

- (A) to be indemnified by a Chargor or any other person;

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

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

24. Company as Agent

- 24.1 Each Chargor irrevocably appoints the Company to execute on its behalf any Deed of Accession by which an Additional Chargor becomes a Party and pursuant to which the Chargor agrees to all matters provided for in the Deed of Accession.
- 24.2 Each Chargor agrees that any Deed of Accession executed by the Company pursuant to Clause 24.1 shall be binding on the Chargor to the same extent as if the Chargor had executed such a Deed of Accession itself and agrees to do all such other acts or things, and execute all such other documents and deeds, as the Company may require to evidence that fact.

25. Enforcement Expenses

25.1 Enforcement expenses

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

25.2 VAT

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

26. Changes to the Parties

26.1 Assignments and transfer by the Chargors

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

26.2 Assignment and transfer by the Finance Parties

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

27. Payments

27.1 Payments

All payments by a Chargor under the Transaction Security (including damages for its breach) shall be made in the currency in which the relevant amount is denominated, or if different, is payable and to such account, with such person and such other manner as the Security Agent may direct.

27.2 Continuation of accounts

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

27.3 Order of distributions

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

27.4 No set-off by Chargors

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

28. Release of Security

28.1 Release

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

28.2 Retention

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

28.3 Permitted Disposals

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

29. Counterparts

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

30. Governing Law

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

31. Enforcement

31.1 Jurisdiction

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

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

SCHEDULE 1 : THE ORIGINAL CHARGORS

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

SCHEDULE 3 : INVESTMENTS

PART 1: SHARES

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

PART 2: OTHER INVESTMENTS

None.

SCHEDULE 5 : BANK ACCOUNTS

PART 1: OPERATIONAL ACCOUNTS

#	Bank name	Entity Name	Account Number	Sort Code	Account Type	IBAN	Currency
1.	Barclays Bank PLC	Porvair Filtration Group Limited			Current account		GBP
2.	Barclays Bank PLC	Porvair Filtration Group Limited			Euro		EUR
3.	Barclays Bank PLC	Porvair Filtration Group Limited			Dollar		USD
4.	Barclays Bank PLC	Porvair Filtration Group Limited			Current account		GBP
5.	Barclays Bank PLC	Porvair Filtration Group Limited			Euro		EUR
6.	Barclays Bank PLC	Porvair Filtration Group Limited			Dollar		USD
7.	Barclays Bank PLC	Porvair Filtration Group Limited			Current account		GBP
8.	Barclays Bank PLC	Porvair Filtration Group Limited			Euro		EUR
9.	Barclays Bank PLC	Porvair Filtration Group Limited			Dollar		USD
10.	Barclays Bank PLC	Porvair plc			Overdraft		GBP
11.	Barclays Bank PLC	Porvair plc			Dollar		USD
12.	Barclays Bank PLC	Porvair plc			Euro		EUR
13.	Barclays Bank PLC	Porvair plc			Dividend		GBP
14.	Barclays Bank PLC	Porvair plc			Unclaimed Dividend		GBP
15.	Barclays Bank PLC	Porvair Sciences Limited			Current account		GBP
16.	Barclays Bank PLC	Porvair Sciences Limited			Euro		EUR

17.	Barclays Bank PLC	Porvair Sciences Limited	[REDACTED]	[REDACTED]	Dollar	[REDACTED]	USD
18.	Barclays Bank PLC	SEAL Analytical Limited	[REDACTED]	[REDACTED]	Current account	[REDACTED]	GBP
19.	Barclays Bank PLC	SEAL Analytical Limited	[REDACTED]	[REDACTED]	Euro	[REDACTED]	EUR
20.	Barclays Bank PLC	SEAL Analytical Limited	[REDACTED]	[REDACTED]	Dollar	[REDACTED]	USD
21.	Handelsbanken	Porvair plc	66190132	40-51-62	Current account	GB75HAND4051 6266190132	GBP
22.	Handelsbanken	Porvair plc	17604990	40-51-62	Euro	GB09HAND4051 6217604990	EUR
23.	Handelsbanken	Porvair plc	40163271	40-51-62	Dollar	GB92HAND4051 6240163271	USD

PART 2: BLOCKED ACCOUNTS

Mandatory Prepayment Account

SCHEDULE 6 : PLANT AND MACHINERY

Owning Company	Asset
Porvair Sciences Limited	Micrometer
	Ultrasonic Welding M./c.
	Electronic Balance
	SG15 Hot Foil M./c. (PBE)
	Dispenser & Stand (Abbott's)
	Strap & Seal Set (Abbott's)
	Foil Feed Assembly (PBE)
	HM1300 Dual 240v. (RH Folwer & Hulme Martin)
	CD Support Stand (Hulme Martin)
	Powell + Co Ledda Strap + Sack Truck (A&P)
	RL Slaughter - Lab Equip/Stirrer
	Pipettor
	med 464 - part (Blister sealing m/c flex)
	m/c-flex med 535 (Sealing dies/plate for blister)
	536 - balance (Blister sealing n/c flex)
	Pallet truck - Powell806
	Drying oven deposit-1036 GHT
	Drying oven balance-1215 GHT
	Welding m/c-Herfurth 1692
	740 Horizon microlute fritting unit
	Tissue culture plasma treater
	Herfurth ultrasonic welding m/c
	Laboport 230V pump
	Transducer for a plate welding machine
	Plate sealer
	Lab stools & pallet truck
	Two sonic generators
	Weber label printer
	Sonic generator
	Sonic generator
	MV 306
	Malaria Project (Find)
	Sonicator
	Glue Dispensing System (Henkel)
	96-well B plate (1st.inst) (P&H Moulds)

	96-well B plate (2nd.inst)
	96-well B plate (3rd.inst)
	2-imp A plate (1st.Inst)
	Inserts for B Plate
	B Plate with int spouts
	Rings for B Plate
	2-imp. A Plate (2nd. Inst)
	2-imp. A Plate (3rd. Inst)
	Mods. to B Plate
	2 sets of inserts
	Cores (new cavity)
	New Pins for A Plate
	B-plate mods.
	B-plate mods.
	B-plate inserts
	Modify A-plate tool
	Multiwell Plate Tool
	Tooling Multiwell Plate Lid
	Tooling PE Pcr Plate
	Tooling Techre Pcr Plate
	Tooling Hybrid Multiwell Plate
	Production Tool pcr Plate
	Production Tool 96 well Plate
	Tooling Techne Lid
	Tooling Techne Plate
	Tooling microlute Ph3 66
	Sealing cap/drain cap
	Microlute II mould
	Deep well plate
	384 well plate
	988 new cavity 2ml/1ml/350 first 3 rd
	1220 Rosti mould 1+1 filter plate A+B plate inserts 1st 3rd
	1293 Rosti filter plate A&B plate
	1306 Europlaz new cavity 2ml/1ml/ 350 2nd & 3rd
	501 Rosti Mould 1+1 filter place 2nd third
	1999 remaining additions
	384-well mould
	384-well CBP A plate

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

	BD B plate
	2ml Round Mould "219020"
	2ml Round Mould Matt Capp for 219020
	2ml DWP Mould 219009

Porvair Filtration Group Limited – Assets (Segensworth)

Cost center : PM - PLANT & MACHINERY

Asset code: PM1001 - MICROPLASMA KIT
6850.00 0.00 0.00

Asset code: PM1002 - WATER CHILLER IC5
2972.00 0.00 0.00

Asset code: PM1003 - MICROPLASMA PACK
9509.00 0.00 0.00

Asset code: PM1004 - LINEAR WELDER
10867.00 0.00 0.00

Asset code: PM1005 - TIG WELDER 140
2276.00 0.00 0.00

Asset code: PM1007 - PLASMA WELDER
8500.50 0.00 0.00

Asset code: PM1008 - PLASMA WELDER

Branch : MX - SEGENSWORTH

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1008 - PLASMA WELDER			
5728.70	0.00	0.00	0.00
Asset code: PM1011 - WELDING TURNTABLE			
3640.00	0.00	0.00	0.00
Asset code: PM1013 - OXFORD 4 ROTARY TABLE			
3479.69	0.00	0.00	0.00
Asset code: PM1015 - WELDERS LATHE			
2605.00	0.00	0.00	0.00
Asset code: PM1018 - CAPSULE HUB WELD MACHINE			
7018.28	0.00	0.00	0.00
Asset code: PM1020 - 3500 AMP WELDING MACHINE			
3655.60	0.00	0.00	0.00
Asset code: PM1021 - WELDING LATHE TURNTABLE			
6645.00	0.00	0.00	0.00
Asset code: PM1027 - FRONIUS TIG WELDER			
4295.00	0.00	0.00	0.00
Asset code: PM1030 - NGS STEAM DRYING RIG			
22829.92	0.00	0.00	0.00
Asset code: PM1034 - BENCH MOUNTED WELD SYSTEM			
2925.00	0.00	0.00	0.00
Asset code: PM1035 - BENCH MOUNTED WELD SYSTEM			
2925.00	0.00	0.00	0.00
Asset code: PM1036 - BENCH MOUNTED WELD SYSTEM			
2925.00	0.00	0.00	0.00
Asset code: PM1037 - MICRO-RESIST WELD MACHINE			
2806.40	0.00	0.00	0.00
Asset code: PM1038 - MICRO-RESIST WELD MACHINE			
2806.40	0.00	0.00	0.00
Asset code: PM1039 - WELDING BENCH (SLEE)			

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1039 - WELDING BENCH (SLEE)			
1366.50	0.00	0.00	0.00
Asset code: PM1042 - BENCH MOUNTED WELD SYSTEM			
2925.00	0.00	0.00	0.00
Asset code: PM1043 - Boiler MF steam rig			
3683.50	0.00	0.00	0.00
Asset code: PM1044 - MULTI PASS RIG			
25499.28	0.00	0.00	0.00
Asset code: PM1045 - KEROSENE RIG			
13539.24	0.00	0.00	0.00
Asset code: PM1045B - UPGRADE KEROSENE FLOW RIG			
6495.82	0.00	0.00	0.00
Asset code: PM1045 - Production Flow Rig			
3000.00	0.00	0.00	0.00
Asset code: PM1047 - RIG FLOW BUILDUP & COLLAPS			
29600.70	0.00	0.00	0.00
Asset code: PM1048 - RIG FLOW FATIGUE			
14507.93	0.00	0.00	0.00
Asset code: PM1048B - 6000 PSI RIG			
5791.27	0.00	0.00	0.00
Asset code: PM1049 - PRESSURE TEST RIG			
5025.00	0.00	0.00	0.00
Asset code: PM1049B - PULSE FATIGUE RIG			
15229.73	0.00	0.00	0.00
Asset code: PM1050 - Lube Oil Rig			
24000.00	0.00	0.00	0.00
Asset code: PM1051 - ENVIROMENTAL CHAMBER			
12888.58	0.00	0.00	0.00
Asset code: PM1051B - Water Flow Test Rig			

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1051B - Water Flow Test Rig			
8962.81	0.00	0.00	0.00
Asset code: PM1052 - FLAT SHEET TEST STAND			
15245.80	0.00	0.00	0.00
Asset code: PM1053 - NPD 57 & 59 Test Rig			
24203.23	0.00	0.00	0.00
Asset code: PM1054 - PERMEABILITY RIG			
8205.82	0.00	0.00	0.00
Asset code: PM1056 - PULSE JET RIG			
15812.49	0.00	0.00	0.00
Asset code: PM1057 - Carboline Oven			
1133.60	0.00	0.00	0.00
Asset code: PM1058 - METALLOGRAPHIC PREP. EQUIP			
5472.00	0.00	0.00	0.00
Asset code: PM1060 - METALLOGRAPHIC WHEEL			
4494.00	0.00	0.00	0.00
Asset code: PM1061 - CROSS FLOW FILTER PILOT PLANT			
6590.00	0.00	0.00	0.00
Asset code: PM1062 - SANITATION RIG			
1525.34	0.00	0.00	0.00
Asset code: PM1063 - Harrison lathe			
3050.00	0.00	0.00	0.00
Asset code: PM1064B - Colchester Lathe Guard			
3579.00	0.00	0.00	0.00
Asset code: PM1065 - LATHE TRIUMPH 2000X50			
11743.59	0.00	0.00	0.00
Asset code: PM1067 - HARDINGE SECOND OP TOOLS			
6247.82	0.00	0.00	0.00
Asset code: PM1068 - HARRISON M350 GAP BED LATHE			

Cost center : PM - PLANT & MACHINERY

Asset code: PM1068 - HARRISON M350 GAP BED LATHE	17091.89	0.00	0.00	0.00
Asset code: PM1070 - HARRISON LATHE	18418.00	0.00	0.00	0.00
Asset code: PM1071 - 2ND HAND HYDRAULIC PRESS	14295.91	0.00	0.00	0.00
Asset code: PM1071B - VERTICAL SCREEN GUARD	2000.00	0.00	0.00	0.00
Asset code: PM1072 - VACUBLAST UNIT	6540.00	0.00	0.00	0.00
Asset code: PM1076 - MILLING MACHINE	16308.00	0.00	0.00	0.00
Asset code: PM1082 - STARTRITE BANDSAW	2200.00	0.00	0.00	0.00
Asset code: PM1083 - INDUCTION POWER SUPPLY	13750.00	0.00	0.00	0.00
Asset code: PM1086 - VIBRATING RUMBLER	5292.78	0.00	0.00	0.00
Asset code: PM1089 - Furne cupboard	2415.00	0.00	0.00	0.00
Asset code: PM1091-3 - Laboratory Oven	2099.90	0.00	0.00	0.00
Asset code: PM1095 - BANDSAW EUROPA SB 300VS	2495.00	0.00	0.00	0.00
Asset code: PM1098 - Vacuum Forming Machine	2500.00	0.00	0.00	0.00
Asset code: PM1101 - Treadmill	2699.99	0.00	0.00	0.00
Asset code: PM1136 - FORK LIFT TRUCK				

Cost center : PM - PLANT & MACHINERY

Asset code: PM1136 - FORK LIFT TRUCK	1100.00	0.00	0.00	0.00
Asset code: PM1137 - TOYOTA FORK LIFT TRUCK	8370.00	0.00	0.00	0.00
Asset code: PM1137B - Fork Lift Truck	13305.00	0.00	0.00	0.00
Asset code: PM1141 - PLEATING MACHINE	18094.94	0.00	0.00	0.00
Asset code: PM1142 - MARKING FOLDING MACHINE	3291.62	0.00	0.00	0.00
Asset code: PM1145 - PACK CRUSHER	8470.00	0.00	0.00	0.00
Asset code: PM1146 - Prochem Five Star Floor Cleaner	1808.50	0.00	0.00	0.00
Asset code: PM1151 - OVEN HL36	3310.00	0.00	0.00	0.00
Asset code: PM1159 - Passivation equipment	4762.00	0.00	0.00	0.00
Asset code: PM1164 - Laser Part Marker	42364.96	0.00	0.00	0.00
Asset code: PM1167 - MESH PRECISION GUILLOTINE	2200.00	0.00	0.00	0.00
Asset code: PM1173 - BENDING ROLLS	6690.00	0.00	0.00	0.00
Asset code: PM1176 - 3.5MM POWER GUILLOTINE	3000.00	0.00	0.00	0.00
Asset code: PM1178 - EDWARDS B&P FOLDER	1300.00	0.00	0.00	0.00
Asset code: PM1195 - RESISTENCE WELDING M/C				

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1195 - RESISTENCE WELDING WC			
975.00	0.00	0.00	0.00
Asset code: PM1196 - LABORATORY CALENDAR			
9270.00	0.00	0.00	0.00
Asset code: PM1198 - GUILLOTINE 2 MTR			
3909.00	0.00	0.00	0.00
Asset code: PM1201 - HEAVY DUTY GUILLOTINE			
27545.00	0.00	0.00	0.00
Asset code: PM1205 - Pressure washer			
1106.35	0.00	0.00	0.00
Asset code: PM1209 - HIAC portable oil diagnostics			
5000.00	0.00	0.00	0.00
Asset code: PM1211 - SKYDROLL RIG & FACILITIES			
112272.39	0.00	0.00	0.00
Asset code: PM1212 - AUTOMATIC TESTING DPIS			
7353.50	0.00	0.00	0.00
Asset code: PM1215 - LD4 SKYDROL RIG			
30900.00	0.00	0.00	0.00
Asset code: PM1217 - NGS Rig			
31160.00	0.00	0.00	0.00
Asset code: PM1219 - RESIN BONDING AREA			
27660.56	0.00	0.00	0.00
Asset code: PM1225 - AEROSOL INJECTION SYSTEM			
936.53	0.00	0.00	0.00
Asset code: PM1226 - NGS Room equipment			
10217.15	0.00	0.00	0.00
Asset code: PM1231 - Resin Dispensing Machine			
5795.00	0.00	0.00	0.00
Asset code: PM1235 - LAMINAR FLOW CABINET			

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1235 - LAMINAR FLOW CABINET			
1440.00	0.00	0.00	0.00
Asset code: PM1239 - Ultrasonic cleaning plant			
998.00	0.00	0.00	0.00
Asset code: PM1239B - Ultrasonic Cleaner			
11510.00	0.00	0.00	0.00
Asset code: PM1240 - AUTOMATIC BOTTLE SAMPLER			
7017.00	0.00	0.00	0.00
Asset code: PM1245 - Lift & Forklift Truck			
3333.33	0.00	0.00	0.00
Asset code: PM1257 - SLITTING MACHINE			
30669.00	0.00	0.00	0.00
Asset code: PM1258 - Environmental Test Chamber			
11542.00	0.00	0.00	0.00
Asset code: PM1259 - Environmental Test Chamber			
8832.00	0.00	0.00	0.00
Asset code: PM1260/1 - PRESSURE SWITCH TEST EQUIP			
3600.00	0.00	0.00	0.00
Asset code: PM1264 - CHILLER UNIT			
6253.50	0.00	0.00	0.00
Asset code: PM1265 - Test Rig Compressor			
17600.00	0.00	0.00	0.00
Asset code: PM1267 - HEATING & VENTILLATION			
3100.00	0.00	0.00	0.00
Asset code: PM1268 - OFF LINE FILTRATION SYSTEM			
8430.50	0.00	0.00	0.00
Asset code: PM1269 - TAE EVO chiller			
3895.00	0.00	0.00	0.00
Asset code: PM1269B - Chiller Unit			

Cost center : PM - PLANT & MACHINERY

Asset code: PM1269B - Chiller Unit	5462.00	0.00	0.00	0.00
Asset code: PM1270 - Air Compressor	6830.82	0.00	0.00	0.00
Asset code: PM1271 - Textest FX 330	15396.15	0.00	0.00	0.00
Asset code: PM1273 - IMAGE ANALYSER MICROSCOPE	3003.00	0.00	0.00	0.00
Asset code: PM1283 - Compressor HPC AS36	5000.00	0.00	0.00	0.00
Asset code: PM1284 - AIR CENTRE RECEIVER	4121.90	0.00	0.00	0.00
Asset code: PM1285 - Refurb Plant Unit 1&2	143624.42	0.00	0.00	0.00
Asset code: PM1285a - Refurb Plant Unit 1&2	20571.01	0.00	0.00	0.00
Asset code: PM1285b - Refurb Plant Unit 1&2	138409.84	0.00	0.00	0.00
Asset code: PM1285c - Refurb Plant Unit 1&2	38000.00	0.00	0.00	0.00
Asset code: PM1285d - Refurb Plant Unit 1&2	48554.16	0.00	0.00	0.00
Asset code: PM1285e - Refurb Plant Unit 1&2	69293.00	0.00	0.00	0.00
Asset code: PM1285f - Refurb Plant Unit 1&2	24153.74	0.00	0.00	0.00
Asset code: PM1285g - Refurb Plant Unit 1&2	18953.67	0.00	0.00	0.00
Asset code: PM1285h - Refurb Plant Unit 1&2				

Cost center : PM - PLANT & MACHINERY

Asset code: PM1285h - Refurb Plant Unit 1&2	169353.00	0.00	0.00	0.00
Asset code: PM1291 - RESIN DISPENSER	7381.75	0.00	0.00	0.00
Asset code: PM1293 - CHILLER UNIT	5655.50	0.00	0.00	0.00
Asset code: PM1295 - ENDOSCOPE	4278.00	0.00	0.00	0.00
Asset code: PM1296 - TESA MS454 MICROVAL	16500.00	0.00	0.00	0.00
Asset code: PM1299 - VIDEO MICROSCOPE	2532.91	0.00	0.00	0.00
Asset code: PM1300 - TRIMOS MINI VERTICAL	1128.93	0.00	0.00	0.00
Asset code: PM1301 - Solid Aerosol Generator	8180.00	0.00	0.00	0.00
Asset code: PM1302 - OPTICAL COMPUTER	1407.70	0.00	0.00	0.00
Asset code: PM1305 - Porometer 3	3341.28	0.00	0.00	0.00
Asset code: PM1307 - DC POWER SUPPLY	2377.47	0.00	0.00	0.00
Asset code: PM1308 - GAUSSMETER, PROBE (AXIAL)	5650.00	0.00	0.00	0.00
Asset code: PM1312 - INTEGRITY TESTER	10760.00	0.00	0.00	0.00
Asset code: PM1315 - ELECTRONIC BALANCE	2685.00	0.00	0.00	0.00
Asset code: PM1316 - Balance for lab AND HR 20-21				

Cost center : PM - PLANT & MACHINERY

Asset code: PM1316 - Balance for lab AND HR 20-21			
1290.00	0.00	0.00	0.00
Asset code: PM1320 - TENSILE TESTING EQUIPMENT			
8300.00	0.00	0.00	0.00
Asset code: PM1321 - PLEAT ROLLER			
1415.00	0.00	0.00	0.00
Asset code: PM1322 - PLEAT ROLLER			
1415.00	0.00	0.00	0.00
Asset code: PM1323 - MEDIA SPOOLS STAND			
1960.00	0.00	0.00	0.00
Asset code: PM1324 - BORESCOPE (MINI)			
1358.00	0.00	0.00	0.00
Asset code: PM1325 - MICROSCOPE & CAMERA			
2868.37	0.00	0.00	0.00
Asset code: PM1326 - VIDEO MICROSCOPE			
2620.06	0.00	0.00	0.00
Asset code: PM1328 - WEIGHING SCALES			
1303.00	0.00	0.00	0.00
Asset code: PM1343 - CRUSHING FIXTURE			
1410.00	0.00	0.00	0.00
Asset code: PM1345 - PARTICLE COUNTER & SENSOR			
13300.00	0.00	0.00	0.00
Asset code: PM1346 - KYOWA MICROSCOPE			
3269.96	0.00	0.00	0.00
Asset code: PM1348 - CANTILEVER BAR-RACKS			
3487.00	0.00	0.00	0.00
Asset code: PM1349 - DEAD WEIGHT TESTER			
2305.00	0.00	0.00	0.00
Asset code: PM1351 - STORES RACKING & LIN BINS			

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1351 - STORES RACKING & LIN BINS			
4855.00	0.00	0.00	0.00
Asset code: PM1352 - Airconditioning unit cleanroom			
3250.00	0.00	0.00	0.00
Asset code: PM1352a - AIR CONDITIONING			
2400.00	0.00	0.00	0.00
Asset code: PM1352B - Air conditioning			
4900.00	0.00	0.00	0.00
Asset code: PM1352C - Air Conditioning Server Room			
2403.21	0.00	0.00	0.00
Asset code: PM1353 - Bridgeport 600 CNC Mill			
43000.00	0.00	0.00	0.00
Asset code: PM1354 - Bridgeport 800 CNC Mill			
46000.00	0.00	0.00	0.00
Asset code: PM1355 - Bridgeport 600 CNC Mill			
51968.00	0.00	0.00	0.00
Asset code: PM1357 - Bridgeport 500 CNC Mill			
33500.00	0.00	0.00	0.00
Asset code: PM1359 - YCM FX350A-H CNC Mill			
115000.00	0.00	0.00	0.00
Asset code: PM136 - EMBUR 1000 ECM UNIT			
23916.15	0.00	0.00	0.00
Asset code: PM1360 - Bridgeport 400 CNC Mill			
36700.00	0.00	0.00	0.00
Asset code: PM1362 - Ecoca SJ20 CNC Lathe			
40275.00	0.00	0.00	0.00
Asset code: PM1363 - Ecoca SJ20 CNC Lathe			
40000.00	0.00	0.00	0.00
Asset code: PM1364 - Ecoca SJ20 CNC Lathe			

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1364 - Ecoca SJ20 CNC Lathe			
28000.00	0.00	0.00	0.00
Asset code: PM1365 - Ecoca SJ25 CNC Lathe			
49250.00	0.00	0.00	0.00
Asset code: PM1366 - Mazak QT20N CNC Lathe			
22000.00	0.00	0.00	0.00
Asset code: PM1367 - Conquest Hardinge CNC Lathe			
61470.00	0.00	0.00	0.00
Asset code: PM1368 - Ecoca SJ25 CNC Lathe			
46000.00	0.00	0.00	0.00
Asset code: PM1369 - Ecoca SJ25 CNC Lathe			
49950.00	0.00	0.00	0.00
Asset code: PM1370 - Ecoca SJ25 CNC Lathe			
35900.00	0.00	0.00	0.00
Asset code: PM1371 - Ecoca SJ35 CNC Lathe			
58250.00	0.00	-58250.00	0.00
Asset code: PM1372 - Nomura CNC Lathe			
64510.00	0.00	0.00	0.00
Asset code: PM1373 - Nomura CNC Lathe			
60000.00	0.00	0.00	0.00
Asset code: PM1374 - Brown & Sharp Profile 50 Optic			
42949.00	0.00	0.00	0.00
Asset code: PM1375 - Coordinate Measure			
12000.00	0.00	0.00	0.00
Asset code: PM1375A - Update Tessa m/c			
6450.00	0.00	0.00	0.00
Asset code: PM1376 - Triumph Colchester 2500			
9500.00	0.00	0.00	0.00
Asset code: PM1387 - Clarkson Cutter Grinder			

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1387 - Clarkson Cutter Grinder			
160.00	0.00	0.00	0.00
Asset code: PM1388 - Brierley SB25 Grinder			
1400.00	0.00	0.00	0.00
Asset code: PM1389 - Cpmressor			
9998.74	0.00	0.00	0.00
Asset code: PM1400 - Ovens			
8666.52	0.00	0.00	0.00
Asset code: PM1402 - PHOTOMETER			
4889.00	0.00	0.00	0.00
Asset code: PM1404 - Part Marking			
13065.00	0.00	0.00	0.00
Asset code: PM1406 - Thermo Jet			
29379.00	0.00	0.00	0.00
Asset code: PM1418 - ACU-RITE DRO SYSTEM			
2420.00	0.00	0.00	0.00
Asset code: PM1420/2 - Extraction Fan			
4400.00	0.00	0.00	0.00
Asset code: PM1425 - DIGITAL CAMERA			
2724.00	0.00	0.00	0.00
Asset code: PM1455 - Automated Plecting Machine			
223339.87	0.00	0.00	0.00
Asset code: PM1457 - AWE Bubble Test Rig			
11026.12	0.00	0.00	0.00
Asset code: PM1465 - CMZ Lathe			
148073.11	0.00	0.00	0.00
Asset code: PM1465A - CMZ Lathe			
178751.12	0.00	0.00	0.00
Asset code: PM1466 - Bench & Dust Collector			

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1466 - Bench & Dust Collector			
2999.95	0.00	0.00	0.00
Asset code: PM1467 - Panasonic Oven MOV-212F-PE			
1380.00	0.00	0.00	0.00
Asset code: PM1472 - Vertical Machining Centre			
178850.00	0.00	0.00	0.00
Asset code: PM1474 - Carbolite Oven - AX30			
1257.64	0.00	0.00	0.00
Asset code: PM1477 - Flow Rig			
5438.73	0.00	0.00	0.00
Asset code: PM1478 - Ultrasonic Cleaner			
1564.00	0.00	0.00	0.00
Asset code: PM1479 - Hydraulic Proof Test Chamber			
4362.00	0.00	0.00	0.00
Asset code: PM1481 - CNC Mills			
286550.70	0.00	0.00	0.00
Asset code: PM1483 - Stores Kardex Machine			
64050.00	0.00	0.00	0.00
Asset code: PM1484 - Pressure Test Assembly			
4491.00	0.00	0.00	0.00
Asset code: PM1485 - KARCHER Floor Cleaner			
3400.00	0.00	0.00	0.00
Asset code: PM1486 - ELAXA Battery Operated Scissor			
1555.00	0.00	0.00	0.00
Asset code: PM1487 - Bench grinders			
23064.10	0.00	0.00	0.00
Asset code: PM1488 - FREDDY MIDI 200 CLEANER			
3999.00	0.00	0.00	0.00
Asset code: PM1489B - ELECTRICAL FILTER ELEMENT CELL			

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1489B - ELECTRICAL FILTER ELEMENT CELL			
4728.00	0.00	0.00	0.00
Asset code: PM1489C - EXTRACTION ELEMENT FILTER CELL			
3950.00	0.00	0.00	0.00
Asset code: PM1490/1501/2 - CNC LATHES - L12 L32 & 200			
230540.18	19500.00	0.00	-12500.00
Asset code: PM1504 - 28282TSQZ Fan with Tec 11kw			
4375.80	0.00	0.00	0.00
Asset code: PM1505 - Ozone reducing Catalyst Equip			
32481.05	0.00	0.00	0.00
Asset code: PM1505B - GASIFICATION FILTER CLEANING			
39200.00	0.00	0.00	0.00
Asset code: PM1507 - CCH SOLVAC T3 CLEANING SYSTEM			
94570.50	0.00	0.00	0.00
Asset code: PM1508 - AIRBENCH EXTRACTION UNIT			
2450.00	0.00	0.00	0.00
Asset code: PM1509 - DATA ACQUISITION PACKAGE			
2851.89	0.00	0.00	0.00
Asset code: PM1510 - SK25T SCB & BAR COMPRESSOR			
0.00	4900.00	0.00	0.00
Asset code: PM1511 - TUTHILL PUMP & MOTOR			
5000.00	0.00	0.00	0.00
Asset code: PM1512 - REPLACEMENT WORKSTATIONS RWELD			
11194.20	0.00	0.00	0.00
Asset code: PM1513-5 - LIECA MICROSCOPES			
0.00	2772.00	0.00	0.00
Asset code: PM1516 - VOC TESTING EQUIP NEXT GEN NGS			
0.00	38469.27	0.00	0.00
Asset code: PM1517 - CREST Powersonic Cleaner			

Cost center : PM - PLANT & MACHINERY			
Asset code: PM1517 - CREST Powersonic Cleaner			
0.00	1236.00	0.00	0.00
Asset code: PM1531 - OZONE RIG DATA ACQUISITION			
0.00	3162.93	0.00	0.00
Asset code: PM1532 - SENSOR & CABLE MULTIPASS RIG			
0.00	10553.06	0.00	0.00
Asset code: PM413 - SCISSOR LIFT			
1850.00	0.00	0.00	0.00
Asset code: PM417 - VIDEO MICROSCOPE			
2832.91	0.00	0.00	0.00
Asset code: PM426 - VIDEO MICROSCOPE			
2620.06	0.00	0.00	0.00
Asset code: PM458 - PULSE FATIGUE RIG CYLINDER			
1100.00	0.00	0.00	0.00
Asset code: PM483 - WELDING & EXTRACTION EQUIP			
8906.80	0.00	0.00	0.00
Asset code: PM491 - ANALYSIS EQUIPMENT			
4723.00	0.00	0.00	0.00
Asset code: PM524 - Production flow rig equip			
3940.04	0.00	0.00	0.00
Asset code: PM525 - Compression spring			
1997.09	0.00	0.00	0.00
Asset code: PM535 - EMERSON FLOW METERS			
5084.00	0.00	0.00	0.00
Asset code: PM538 - RACKING			
1300.00	0.00	0.00	0.00
Asset code: PM544 - Pressure Test Rig NGS			
2608.14	0.00	0.00	0.00
Asset code: PM545 - NGS TEST EQUIPMENT			

Cost center : PM - PLANT & MACHINERY

Asset code: PM545 - NGS TEST EQUIPMENT	11331.68	0.00	0.00	0.00
Asset code: PM547 - RESEARCH EQUIPMENT	4917.00	0.00	0.00	0.00
Asset code: PM553 - Electrochemical machining	68437.30	0.00	0.00	0.00
Asset code: PM576 - Baskets for EVT machine	5433.92	0.00	0.00	0.00
Asset code: PM581 - Borescope	1570.00	0.00	0.00	0.00
Asset code: PM586 - Optical Micrometer	8110.30	0.00	0.00	0.00
Asset code: PM589 - Extraction system	5794.00	0.00	0.00	0.00
Asset code: PM590 - Toolroom reorganisation	5710.00	0.00	0.00	0.00
Asset code: PM591 - Welding machine	3200.00	0.00	0.00	0.00
Asset code: PM595 - Ondina Rig	13309.36	0.00	0.00	0.00
Asset code: PM597 - Viscosimeter bath	2799.38	0.00	0.00	0.00
Asset code: PM599 - Ambient air drying chamber	11748.00	0.00	0.00	0.00
Asset code: PM601 - Lathe part	3000.00	0.00	0.00	0.00
Asset code: PM604 - Heating system	17727.00	0.00	0.00	0.00
Asset code: PM605 - Ambient air drying chamber				

Cost center : PM - PLANT & MACHINERY

Asset code: PM605 - Ambient air drying chamber	19437.69	0.00	0.00	0.00
Asset code: PM607 - POSCO Twin Axis Lathe	90090.00	0.00	0.00	0.00
Asset code: PM608 - POSCO assembly area	74290.48	0.00	0.00	0.00
Asset code: PM609 - Small welding turntable	1630.00	0.00	0.00	0.00
Asset code: PM610 - Air Dryer	2582.00	0.00	0.00	0.00
Asset code: PM612 - Swiss Lathe	81750.00	0.00	0.00	0.00
Asset code: PM613 - PAM Debur Area	34089.60	0.00	0.00	0.00
Asset code: PM614 - Resin Dispenser/Renishaw Probe	63500.00	0.00	0.00	0.00
Asset code: PM616 - Profile Projector	2250.00	0.00	0.00	0.00
Asset code: PM617 - VBC Manual Turntables	3986.00	0.00	0.00	0.00
Asset code: PM618 - Resin Dispenser	3752.10	0.00	0.00	0.00
Asset code: PM620 - Pam lighting & floor painting	5179.78	0.00	0.00	0.00
Asset code: PM621 - Renishaw Ballbar	10758.75	0.00	0.00	0.00
Asset code: PM622 - Floor cleaner	1749.00	0.00	0.00	0.00
Asset code: PM623 - Autoclave				

Cost center : PM - PLANT & MACHINERY			
Asset code: PM623 - Autoclave			
2450.00	0.00	0.00	0.00
Asset code: PM624 - Canon Photocopier			
5500.00	0.00	0.00	0.00
Asset code: PM627 - Co-ordinate Measuring Machine			
38828.00	0.00	0.00	0.00
Asset code: PM631 - Drying Cabinet & Extract Fan			
12465.00	0.00	0.00	0.00
Asset code: PM632 - Resin Curing Machine			
12222.25	0.00	0.00	0.00
Asset code: PM635 - Fume Extraction System			
1500.00	0.00	0.00	0.00
Asset code: PM637 - Soldering Kit			
2406.25	0.00	0.00	0.00
Asset code: PM638 - Helicoil Power Tools			
2621.51	0.00	0.00	0.00
Asset code: PM639 - Hydraulic Hand Pump with LD4			
1810.00	0.00	0.00	0.00
Asset code: PM640 - particle counter			
20907.00	0.00	0.00	0.00
Asset code: PM642 - Combine Laser Marking Mach			
30584.00	0.00	0.00	0.00
Asset code: PM643 - R&D Lab Integrity Tester			
10808.92	0.00	0.00	0.00
Asset code: PM644 - Mesh racks for stores			
5973.98	0.00	0.00	0.00
Asset code: PM646 - Extract System for ECM Machine			
8970.00	0.00	0.00	0.00
Asset code: PM648 - Dust Extractor Pump			

Cost center : PM - PLANT & MACHINERY			
Asset code: PM648 - Dust Extractor Pump			
905.50	0.00	0.00	0.00
Asset code: PM649 - Cabinets			
1887.85	0.00	0.00	0.00
Asset code: PM649B - Lathe Collect System			
1438.00	0.00	0.00	0.00
Asset code: PM651 - Other Sundry Assets			
36318.76	0.00	0.00	0.00
Asset code: PM652 - Semco Turret Mill			
8657.00	0.00	0.00	0.00
Asset code: PM653 - Mitre Bandsaw			
8225.00	0.00	0.00	0.00
Asset code: PM654 - Atlas Copco Compressor			
5850.00	0.00	0.00	0.00
Asset code: PM655 - Kingspark Hole Drilling Machin			
5800.00	0.00	0.00	0.00
Asset code: PM656 - Micro Analog			
297.00	0.00	0.00	0.00
Asset code: PM657 - PFC Electric unit			
1023.50	0.00	0.00	0.00
Total Cost center : PM - PLANT & MACHINERY			
5287036.50	78895.26	-58250.00	-12500.00

Cost center : TO - TOOLING			
Asset code: TO101 - PUNCH & DIE SET			
2050.00	0.00	0.00	0.00
Asset code: TO102 - PUNCH & DIE			
2050.00	0.00	0.00	0.00
Asset code: TO103 - DISC TOOLING			

Cost center : TO - TOOLING			
Asset code: TO103 - DISC TOOLING			
9230.00	0.00	0.00	0.00
Asset code: TO104 - 1 DIE SET & 30 PUNCH INSERTS			
7165.72	0.00	0.00	0.00
Asset code: TO105 - PUNCH & DIES 1 1/8" - 2 1/5" D			
2366.28	0.00	0.00	0.00
Asset code: TO106 - MT4186 FORM & BLANK TOOL			
3480.00	0.00	0.00	0.00
Asset code: TO107 - MT4187 FORM AND BLANK TOOL			
2306.00	0.00	0.00	0.00
Asset code: TO108 - UPSTAND BUTT WELD TOOLING			
1320.00	0.00	0.00	0.00
Asset code: TO109 - Mesh Cone Press Blanking Tool			
2340.00	0.00	0.00	0.00
Asset code: TO110 - Sasol & Mosgas Tooling			
3265.00	0.00	0.00	0.00
Asset code: TO113 - MAPS Project			
7595.00	0.00	0.00	0.00
Asset code: TO114 - Unit 7 Tooling			
1672.22	0.00	0.00	0.00
Asset code: TO115 - Microfibre Tooling			
1410.30	0.00	0.00	0.00
Asset code: TO116 - Microtechnica Manifold			
3604.00	0.00	0.00	0.00
Asset code: TO118 - TOOLING			
2702.00	0.00	0.00	0.00
Asset code: TO120 - UNIT 30 SET-UP			
10907.26	0.00	0.00	0.00
Asset code: TO124 - Capsule filter tooling			

Cost center : TO - TOOLING			
Asset code: TO124 - Capsule filter tooling			
4500.00	0.00	0.00	0.00
Asset code: TO125 - Press Tool			
2500.00	0.00	0.00	0.00
Asset code: TO126 - CAPSULE FILTER TOOLING			
19005.00	0.00	0.00	0.00
Asset code: TO127 - CAPSULE FILTER TOOLING			
19005.00	0.00	0.00	0.00
Asset code: TO128 - PARKER 737 TOOLING			
3140.00	0.00	0.00	0.00
Asset code: TO130 - JSF OBIGGS TOOLING - AEROMET			
4475.83	0.00	0.00	0.00
Asset code: TO131 - JSF Obiggs			
5321.03	0.00	0.00	0.00
Asset code: TO132 - Blanking Tool MT3772			
1485.00	0.00	0.00	0.00
Asset code: TO133 - Blanking Tool 133			
1085.00	0.00	0.00	0.00
Asset code: TO135 - Electrochemical machines Toolin			
1650.00	0.00	0.00	0.00
Asset code: TO136 - NGS Acceptance fixture			
1720.00	0.00	0.00	0.00
Asset code: TO137 - General Tooling			
6846.68	0.00	0.00	0.00
Asset code: TO138 - MT6610			
1604.00	0.00	0.00	0.00
Asset code: TO139 - MT6611 MT1612			
3208.00	0.00	0.00	0.00
Asset code: TO140 - Form & crop tool MT6667			

Cost center : TO - TOOLING			
Asset code: TO140 - Form & crop tool MT6867			
2300.00	0.00	0.00	0.00
Asset code: TO142 - M081686 Position switch Toolin			
4980.00	0.00	0.00	0.00
Asset code: TO143 - Tooling for Harnsund from 2FI			
4000.00	0.00	0.00	0.00
Asset code: TO144 - Microscan F UID Verifier			
10115.00	0.00	0.00	0.00
Asset code: TO145 - Resistor Lead Forming Fixture			
2625.00	0.00	0.00	0.00
Asset code: TO146 - Punch & Die Blanking Tool			
3986.00	0.00	0.00	0.00
Asset code: TO147 - Thread Rolling			
4633.00	0.00	0.00	0.00
Asset code: TO148 - 400 Height Gauge			
3640.00	0.00	0.00	0.00
Asset code: TO150 - DISC TOOLING 0.625" DIA			
2667.00	0.00	0.00	0.00
Asset code: TO151 - ELECTRIC SCREWDRIVER TORQUE			
4077.45	0.00	0.00	0.00
Asset code: TO152 - RIG MODIFICATION & PROD TOOLING			
5000.00	0.00	0.00	0.00
Asset code: TO153 - PRESS FORM & CROP TOOL MT7386			
2165.00	0.00	0.00	0.00
Asset code: TO154 - OZONE NGS LABEL CLAMPS			
1423.40	0.00	0.00	0.00
Asset code: TO155 - DEV HOUSINGS MOD & SUPT. FRAME			
1777.65	0.00	0.00	0.00
Asset code: TO156 - MT7645 PUNCH & DIE SET			

Porvair Filtration Group Limited – Assets (New Milton)

Cost center : PM - PLANT & MACHINERY
 Asset code: 000001 - PULSED TIG WIRE FEEDER S.N. 22
 9090.00 0.00 0.00 0.00
 Asset code: 000008 - TROLLEYS 6 OFF UNIT 4
 1415.46 0.00 0.00 0.00
 Asset code: 000013 - 4 Station filter pack end capp

Cost center : PM - PLANT & MACHINERY
 Asset code: 000013 - 4 Station filter pack end capp
 14770.90 0.00 0.00 0.00
 Asset code: 000015 - Silting Machine - From Microf
 2936.25 0.00 0.00 0.00
 Asset code: 000016 - Air Dust System - Ambient Air
 5641.50 0.00 0.00 0.00
 Asset code: 000017 - Spin Welder inw 52552 - XSW Se
 1573.64 0.00 0.00 0.00
 Asset code: 000017a - Spin Welder Astro-Med Inc - 52
 1870.30 0.00 0.00 0.00
 Asset code: 000018 - ARBURG MOULDING M/C 305-210-70
 7760.00 0.00 0.00 0.00
 Asset code: 000020 - DRIER & HOPPER TT157EA&SH050
 1406.00 0.00 0.00 0.00
 Asset code: 000021 - ARBURG 221075-350 - DEPOSIT
 2333.33 0.00 0.00 0.00
 Asset code: 000021a - ARBURG 221075-350 - BALANCE
 5061.67 0.00 0.00 0.00
 Asset code: 000022 - ARBURG ALLROUNDER 320
 25750.00 0.00 0.00 0.00
 Asset code: 000023 - MANUMOULD 77/30 SN5000
 5000.00 0.00 0.00 0.00
 Asset code: 000024 - MANUMOULD 77/30 SN5046
 5000.00 0.00 0.00 0.00
 Asset code: 000025 - Manumold 77/30
 6000.00 0.00 0.00 0.00
 Asset code: 000026 - Replacement Moulding Machine -
 4653.00 0.00 0.00 0.00
 Asset code: 000027 - 2*Moulding machines (Selec 90

Cost center : PM - PLANT & MACHINERY

Asset code: 000027 - 2" Moulding machines (Selec 90			
18479.86	0.00	0.00	0.00
Asset code: 000028 - HORIZ Injection Moulding Machi			
4833.02	0.00	0.00	0.00
Asset code: 000029 - Monitor for Sandretto Euromap			
1214.25	0.00	0.00	0.00
Asset code: 000031 - Moulding Machine - 90Tonne - D			
5833.66	0.00	0.00	0.00
Asset code: 000032 - ARBURG MOULDING MIC 221-75-350			
6780.00	0.00	0.00	0.00
Asset code: 000032a - HORIZ INJECTION MOULDING MACHI			
23360.00	0.00	0.00	0.00
Asset code: 000033 - Shini SG-2042 Granulator			
2500.00	0.00	0.00	0.00
Asset code: 000036 - TOOL-TEMP - TT240 Oil Heater			
2200.00	0.00	0.00	0.00
Asset code: 000037 - Scutter sa-23 (granulator) - G			
3720.00	0.00	0.00	0.00
Asset code: 000038 - Forklift Truck			
14515.00	0.00	0.00	0.00
Asset code: 000039 - Forklift Truck - Access Platfo			
474.30	0.00	0.00	0.00
Asset code: 000044 - MANUMOLD 7730 MOULDING MIC No			
10000.00	0.00	0.00	0.00
Asset code: 000046 - 1 HAND HYDRAULIC STACKER - SHE			
1360.00	0.00	0.00	0.00
Asset code: 000051 - MOULD TOOL HEATER 12C GWK (Shi			
1053.00	0.00	0.00	0.00
Asset code: 000052 - MOULD TOOL HEATER STM			

Cost center : PM - PLANT & MACHINERY

Asset code: 000052 - MOULD TOOL HEATER STM			
1063.00	0.00	0.00	0.00
Asset code: 000053 - BRIDGEPORT Vertical Mill BR2J			
3500.00	0.00	0.00	0.00
Asset code: 000055 - J&S GRINDER - SURFACE 540			
3230.00	0.00	0.00	0.00
Asset code: 000056 - SPARK ERODER - Electro Dischar			
8012.50	0.00	0.00	0.00
Asset code: 000057 - J & S - PRECISION GRINDER CYL			
6885.00	0.00	0.00	0.00
Asset code: 000061 - Used D1-4 Mount, key operated			
356.48	0.00	0.00	0.00
Asset code: 000061a - Used Harrison M300 Straight Be			
3993.57	0.00	0.00	0.00
Asset code: 000062 - New Europe Milltech 2000VS Tur			
5499.95	0.00	0.00	0.00
Asset code: 000063 - Hydraulic Hare Press			
4190.00	0.00	0.00	0.00
Asset code: 000064 - new air compressor - Pulsair S			
4140.00	0.00	0.00	-1140.00
Asset code: 000066 - Megic Wave 3000 Weld Set - Rep			
3010.00	0.00	-3010.00	0.00
Asset code: 000068 - Bubble Test Rig & Ancillaries			
14396.43	0.00	0.00	0.00
Asset code: 000069 - New Europe Milltech 2000VS Tur			
10250.00	0.00	0.00	0.00
Asset code: 000071 - Hotplate with temp controller			
1400.00	0.00	0.00	0.00
Asset code: 000072 - MJ Allen - Hare/AJR Press ref			

Cost center : PM - PLANT & MACHINERY

Asset code: 000072 - MJ Allen - Hare/AIR Press ref			
5448.00	0.00	0.00	0.00
Asset code: 000073 - PLEATING MACHINE/CORRUGATOR FR			
24692.00	0.00	0.00	0.00
Asset code: 000075 - LARGE CREST ULTRASONIC CLEANER			
18850.00	0.00	0.00	0.00
Asset code: 000076 - METER PLEAT PACK CRUSHER			
4486.83	0.00	0.00	0.00
Asset code: 000077 - Packing Machine - Ausubag AB19			
25040.00	0.00	0.00	0.00
Asset code: 000078 - ultrasonic welding equipment			
4455.00	0.00	0.00	0.00
Asset code: 000078a - ultrasonic welding equipment			
10782.00	0.00	0.00	0.00
Asset code: 000079 - Ultrasonic Welding System UPS-			
4898.00	0.00	0.00	0.00
Asset code: 000079a - Ultrasonic Welding System UPS-			
11301.00	0.00	0.00	0.00
Asset code: 000080 - GERBER GQ4 HAND SHEAR - GUILLO			
2448.00	0.00	0.00	0.00
Asset code: 000081 - Spot Welder (with controller)			
5212.95	0.00	0.00	0.00
Asset code: 000082 - SPOT WELDER - Model FW2P			
4714.59	0.00	0.00	0.00
Asset code: 000083 - Magic Cleaner - TPS-FRONIUS LT			
1249.60	0.00	0.00	0.00
Asset code: 000084 - Seam Welder (1 part Smartdrive			
1445.78	0.00	0.00	0.00
Asset code: 000084a - Seam Welder (1 part Smartdrive			

Cost center : PM - PLANT & MACHINERY

Asset code: 000084a - Seam Welder (1 part Smandrive			
5754.34	0.00	0.00	0.00
Asset code: 000085 - Spot Welder - Model TE25			
1580.70	0.00	0.00	0.00
Asset code: 000087 - RESIN DISPENSER (X 2 & Turntab			
1324.80	0.00	0.00	0.00
Asset code: 000089 - 1m LINEAR SEAM WELDER FF 7882			
11883.23	0.00	0.00	0.00
Asset code: 000090 - LINEAR SEAM WELDER			
4356.46	0.00	0.00	0.00
Asset code: 000093 - PARKER - NORTHANTS PEDEDRIAN			
1957.45	0.00	0.00	0.00
Asset code: 000096 - ENDISCOPE - INSPECTION FLEXILU			
7134.00	0.00	0.00	0.00
Asset code: 000097 - PARTICLE COUNTING SYSTEM - PC			
5000.00	0.00	0.00	0.00
Asset code: 000099 - Plasma Set - Ultima 150 Weldin			
6626.23	0.00	0.00	0.00
Asset code: 000100 - ARC LENGTH CONTROLLER &SLIDE			
6012.50	0.00	0.00	0.00
Asset code: 000102 - Laser Etcher - Maxbox Plus Ele			
6669.00	0.00	0.00	0.00
Asset code: 000102a - Laser Etcher - Maxbox Plus Ele			
13938.00	0.00	0.00	0.00
Asset code: 000102b - Laser Etcher - Maxbox Plus Ele			
103.46	0.00	0.00	0.00
Asset code: 000102c - Laser Etcher - Maxbox Plus Ele			
51.24	0.00	0.00	0.00
Asset code: 000102d - Laser Etcher - Maxbox Plus Ele			

Cost center : PM - PLANT & MACHINERY

Asset code: 000102d - Laser Etcher - Maxbox Plus Ele			
310.00	0.00	0.00	0.00
Asset code: 000102e - Laser Etcher (Part payment)			
2323.00	0.00	0.00	0.00
Asset code: 000113 - TPS TIG 200 WELDING SET			
2592.16	0.00	0.00	0.00
Asset code: 000114 - Manual Welding Turntable - VBC			
1731.00	0.00	0.00	0.00
Asset code: 000116 - TPS TIG 200 WELDING SET			
2437.89	0.00	0.00	0.00
Asset code: 000117 - Manual Welding Turntable - VBC			
3458.00	0.00	0.00	0.00
Asset code: 000118 - Manual Welding Turntable - VBC			
4792.50	0.00	0.00	0.00
Asset code: 000119 - TPS FRONIUS TRANSTIG 1700-G WE			
1363.29	0.00	0.00	0.00
Asset code: 000122 - FLUSHING FIXTURE FF10175			
1343.00	0.00	0.00	0.00
Asset code: 000131 - Fronius Transfig Welding Set 1			
1495.00	0.00	0.00	0.00
Asset code: 000132 - KERRY - PULSATRON KC14 100W UL			
1210.00	0.00	0.00	0.00
Asset code: 000133 - TAE M10 Evo Chiller			
1679.00	0.00	0.00	0.00
Asset code: 000134 - Video Microscope (monitor & li			
2620.05	0.00	0.00	0.00
Asset code: 000135 - Manual Welding Turntable - VBC			
4285.00	0.00	0.00	0.00
Asset code: 000143 - CREST GENESIS GENERATOR / CLEA			

Cost center: PM - PLANT & MACHINERY

Asset code: 000143 - CREST GENESIS GENERATOR / CLEA			
1080.00	0.00	0.00	0.00
Asset code: 000145 - Manual Welding Turntable (Repl			
1485.00	0.00	0.00	0.00
Asset code: 000146 - Lincoln Electric Invertec V160			
2577.26	0.00	0.00	0.00
Asset code: 000147 - Lincoln Electric Invertec V160			
3488.40	0.00	0.00	0.00
Asset code: 000148 - Lincoln Electric Invertec V160			
4915.00	0.00	0.00	0.00
Asset code: 000151 - Replace Welding Loan set from			
1220.00	0.00	0.00	0.00
Asset code: 000153 - FILTO-BENCH - IND. AIR FILTER			
3775.00	0.00	0.00	0.00
Asset code: 000155 - Replacement Surface Grinder PF			
12685.00	0.00	0.00	0.00
Asset code: 000156 - Harrison 450 Lathe - Serial No			
14663.00	0.00	0.00	0.00
Asset code: 000158 - End Capping Machine - From Mic			
19000.00	0.00	0.00	0.00
Asset code: 000159 - EVO Chiller			
1383.00	0.00	0.00	0.00
Asset code: 000160 - Bead Blast Cabinet & Dust Extr			
2450.00	0.00	0.00	0.00
Asset code: 000161 - Sandretto Moulding Machine - 2			
22790.00	0.00	0.00	0.00
Asset code: 000161a - Power Bending Rolls			
4108.00	0.00	0.00	0.00
Asset code: 000162 - 3 off Plumbed Water Chillers			

Cost center : PM - PLANT & MACHINERY

Asset code: 000162 - 3 off Plumbed Water Chilers			
1335.00	0.00	0.00	0.00
Asset code: 000162a - Screw Compressor			
4725.50	0.00	0.00	0.00
Asset code: 000163 - Second hand lathe			
1300.00	0.00	0.00	0.00
Asset code: 000164 - ARBURG MOULDING M/C 221-75-350			
11442.00	0.00	0.00	0.00
Asset code: 000165 - Instapak 901 System (does this			
3950.00	0.00	0.00	0.00
Asset code: 000166 - Water Chiller - 41.7kw incl Pi			
10818.35	0.00	0.00	0.00
Asset code: 000167 - AIR COMPRESSOR HPC SM&RM - Hyd			
2400.00	0.00	0.00	0.00
Asset code: 000171 - Welding Turntable - serial 309			
1601.31	0.00	0.00	0.00
Asset code: 000173 - Mini Mill CNC machine			
18500.00	0.00	0.00	0.00
Asset code: 000176 - Water Heater for Mould Machine			
1330.00	0.00	0.00	0.00
Asset code: 000177 - WATER CIRCULATING TEMP CONTROL			
1495.20	0.00	0.00	0.00
Asset code: 000178 - REGLOPLAS 8KW WATER HEATER for			
2313.00	0.00	0.00	0.00
Asset code: 000179 - Drying Oven Transfer fro			
4835.00	0.00	0.00	0.00
Asset code: 000180 - ULTRASONIC WELDER(1127) - Tels			
6830.00	0.00	0.00	0.00
Asset code: 000201 - Water Heaters X 2			

Cost center : PM - PLANT & MACHINERY			
Asset code: 000201 - Water Heaters X 2			
2300.00	0.00	0.00	0.00
Asset code: 000203 - Carbolite Drying oven			
2227.00	0.00	0.00	0.00
Asset code: 000204 - Telsonic Weld analysis equipme			
2049.00	0.00	0.00	0.00
Asset code: 000205 - SLITTER-10115			
1882.00	0.00	0.00	0.00
Asset code: 000206 - REVERSE OSMOSIS UNIT - PRIMA			
5450.00	0.00	0.00	0.00
Asset code: 000207 - HEAT SEALING MACHINE			
5700.09	0.00	0.00	0.00
Asset code: 000208 - SLITTER-10115			
11142.55	0.00	0.00	0.00
Asset code: 000209 - EXPLOSIVE RELIEF PANEL & OVEN			
2158.25	0.00	0.00	0.00
Asset code: 000210 - END CAPPING SYSTEM			
2350.00	0.00	0.00	0.00
Asset code: 000211 - END CAPPING SYSTEM			
18800.00	0.00	0.00	0.00
Asset code: 000212 - UNWIND STATIONS - 2 OFF			
40626.00	0.00	0.00	0.00
Asset code: 000213 - FILTER WELDING MACHINE - 2 OFF			
38950.00	0.00	0.00	0.00
Asset code: 000214 - TOOL FOR END CAP MACHINE			
4977.00	0.00	0.00	0.00
Asset code: 000215 - MARKING SYSTEM TECHNIFOR LTD			
12672.00	0.00	0.00	0.00
Asset code: 000216 - ULTRASONIC WELDER			

Cost center : PM - PLANT & MACHINERY

Asset code: 000216 - ULTRASONIC WELDER			
17935.00	0.00	0.00	0.00
Asset code: 000217 - UNIT 30 SET-UP CAP WATER RIG			
15931.84	0.00	0.00	0.00
Asset code: 000218 - END CAPPING MACHINE			
63800.00	0.00	0.00	0.00
Asset code: 000219 - FAN ASSIST CONVECTION LAB OVEN			
1995.00	0.00	0.00	0.00
Asset code: 000220 - TEST EQUIPMENT UNIT 30			
22039.81	0.00	0.00	0.00
Asset code: 000221 - VACUUM SEALER			
1884.09	0.00	0.00	0.00
Asset code: 000222 - END CAPPING MACHINE			
70000.00	0.00	0.00	0.00
Asset code: 000223 - SLITTING MACHINE			
6000.00	0.00	0.00	0.00
Asset code: 000224 - RABOFSKI PLEATOR			
18000.00	0.00	0.00	0.00
Asset code: 000225 - VERTROD SEAM WELDER			
3150.00	0.00	0.00	0.00
Asset code: 000226 - SLITTING MACHINE			
5000.00	0.00	0.00	0.00
Asset code: 000227 - OVEN MICROFILTRATION			
2573.75	0.00	0.00	0.00
Asset code: 000228 - FLOW TESTER			
7324.86	0.00	0.00	0.00
Asset code: 000229 - MICROFILTRATION WATER RIG			
10041.68	0.00	0.00	0.00
Asset code: 000230 - NIKON SHADOWGRAPH PROJECTOR			

Cost center : PM - PLANT & MACHINERY			
Asset code: 000230 - NIKON SHADOWGRAPH PROJECTOR			
1700.00	0.00	0.00	0.00
Asset code: 000231 - Karcher B40W Scrubber Dryer			
5009.66	0.00	0.00	0.00
Asset code: 000232 - BENCHES			
12792.95	0.00	0.00	0.00
Asset code: 000233 - CONTAINER			
5413.50	0.00	0.00	0.00
Asset code: 000234 - FIRE EXTINGUISHERS			
2148.60	0.00	0.00	0.00
Asset code: 000235 - FUMED CUPBOARD			
3200.80	0.00	0.00	0.00
Asset code: 000236 - GYM EQUIPMENT			
12235.00	0.00	0.00	0.00
Asset code: 000237 - LAB EQUIPMENT			
11326.15	0.00	0.00	0.00
Asset code: 000238 - MOVING COSTS			
18538.80	0.00	0.00	0.00
Asset code: 000239 - PART OF FIT OUT			
14421.52	0.00	0.00	0.00
Asset code: 000240 - PROCESS GAS			
19379.00	0.00	0.00	0.00
Asset code: 000241 - RACKING			
4344.56	0.00	0.00	0.00
Asset code: 000242 - SCISSOR LIFT			
7500.00	0.00	0.00	0.00
Asset code: 000243 - VENTILATION			
94632.00	0.00	0.00	0.00
Asset code: 000244 - BOILER SYSTEM			

Cost center: PM - PLANT & MACHINERY			
Asset code: 000244 - BOILER SYSTEM			
114371.57	0.00	0.00	0.00
Asset code: 000245 - FIRE SECURITY			
31637.72	0.00	0.00	0.00
Asset code: 000246 - HEATING SYSTEM			
2435.00	0.00	0.00	0.00
Asset code: 000247 - LIGHTING			
34788.80	0.00	0.00	0.00
Asset code: 000248 - NEW WINDOWS			
91420.41	0.00	0.00	0.00
Asset code: 000249 - PHONES/COMPUTERS			
36370.02	0.00	0.00	0.00
Asset code: 000250 - CCTV			
3833.50	0.00	0.00	0.00
Asset code: 000251 - 40ft New Build Container			
2978.50	0.00	0.00	0.00
Asset code: 000252 - SLITTING MACHINE			
2500.00	0.00	0.00	0.00
Asset code: 000253 - JENAVERT MICROSCOPE			
4826.25	0.00	0.00	0.00
Asset code: 000254 - PRESSURE TRANSDUCER			
1011.20	0.00	0.00	0.00
Asset code: 000255 - LIQUILIAZ PARTICLE COUNTER			
12600.00	0.00	0.00	0.00
Asset code: 000256 - PLEATER R185/100			
30784.90	0.00	0.00	0.00
Asset code: 000257 - FIRST FLOOR ACCESS AREA 52			
9554.95	0.00	0.00	0.00
Asset code: 000258 - WATER HEATERS			

Cost center : PM - PLANT & MACHINERY			
Asset code: 000258 - WATER HEATERS			
4290.00	0.00	0.00	0.00
Asset code: 000259 - BIKE SHED MOIFICATION			
2293.75	0.00	0.00	0.00
Asset code: 000260 - PROTIG 300AC - AIRPROO FILTERS			
3862.00	0.00	0.00	0.00
Asset code: PM261 - ABUS ESK GANTRY CRANE			
12130.00	0.00	0.00	0.00
Asset code: PM262 - Compressed Air Drier			
0.00	2704.00	0.00	0.00
Asset code: PM263 - WARCO LATHE & STAND			
0.00	2264.17	0.00	0.00
Asset code: PM264 - ATLAS COMPRESSED AIR DRYER			
0.00	1121.00	0.00	0.00
Total Cost center : PM - PLANT & MACHINERY			
1671731.88	6089.17	-3010.00	-1140.00

Cost center : TO - TOOLING			
Asset code: 100000 - PLEATED DISC PRESS TOOL			
1721.13	0.00	0.00	0.00
Asset code: 100001 - WILLETT PLASTIC PRE PUMP			
1917.96	0.00	0.00	0.00
Asset code: 100002 - 7" BLANK CAPSULE TOOL			
3090.71	0.00	0.00	0.00
Asset code: 100003 - FORM TOOLS FI1738&9			
1553.42	0.00	0.00	0.00
Asset code: 100004 - VMS LID MOULD WILLETT			
1498.46	0.00	0.00	0.00
Asset code: 100005 - INLET ADT MOULD WILLETT			

Cost center: TC - TOOLING			
Asset code: 100005 - INLET ADT MOULD WILLETT			
1284.74	0.00	0.00	0.00
Asset code: 100006 - 7" CAPSULE FIBRE WASHER			
1800.38	0.00	0.00	0.00
Asset code: 100007 - DOMINO FIA 1937			
6145.95	0.00	0.00	0.00
Asset code: 100008 - HARD HUB CAPSULE			
6451.88	0.00	0.00	0.00
Asset code: 100009 - HEAD CASTING			
3235.38	0.00	0.00	0.00
Asset code: 100010 - COURTAULDS PRESS TOOL			
1643.99	0.00	0.00	0.00
Asset code: 100011 - SWAGELOCK FILTER			
2251.56	0.00	0.00	0.00
Asset code: 100012 - 7" CAPSULE CHILLS			
1249.88	0.00	0.00	0.00
Asset code: 100013 - COURTAULDS PRESS TOOL			
1361.25	0.00	0.00	0.00
Asset code: 100014 - RIMMED DISC 5/8"			
1464.38	0.00	0.00	0.00
Asset code: 100015 - COURTAULDS JETPACK			
1347.61	0.00	0.00	0.00
Asset code: 100016 - 12" CAPSULE TOOLING			
17157.83	0.00	0.00	0.00
Asset code: 100017 - TOOL & SAMPLES FOR MF030			
1775.00	0.00	0.00	0.00
Asset code: 100018 - FMS VENTURII SPLASH FF 10522			
2569.95	0.00	0.00	0.00
Asset code: 100019 - PLEAT PACK TABLE - FF 8110			

Cost center : TO - TOOLING

Asset code: 100033 - 4 Impression Mould Tool for An			
11000.00	0.00	0.00	0.00
Asset code: 100034 - Cobra Tooling - Tooling job fo			
52619.99	0.00	0.00	0.00
Asset code: 100035 - 4 Impression Mould Tool re-too			
16297.05	0.00	0.00	0.00
Asset code: 100036 - 5 Impression Mould Tool re-too			
4313.40	0.00	0.00	0.00
Asset code: 100037 - Modification to Mould Tool for			
1539.65	0.00	0.00	0.00
Asset code: 100038 - Mould Tools (for Capsule Filt			
37156.07	0.00	0.00	0.00
Asset code: 100039 - Mould Tool - Xfurth			
11193.01	0.00	0.00	0.00
Asset code: 100040 - Electrical update for Unit 4 (
347.00	0.00	0.00	0.00
Asset code: 100041 - Microprint & Microcap - Part n			
11000.00	0.00	0.00	0.00
Asset code: 100042 - Titanium Sonotrode x 2			
1263.00	0.00	0.00	0.00
Asset code: 100043 - Microprint Filter			
809.00	0.00	0.00	0.00
Asset code: 100044 - Moulding Machine			
19500.00	0.00	0.00	0.00
Asset code: 100045 - Capsule / Damper Unit FOR CITR			
4858.96	0.00	0.00	0.00
Asset code: 100046 - Citronix Filter Development -			
12961.91	0.00	0.00	0.00
Asset code: 100046a - Citronix Filter Development -			

Cost center : TO - TOOLING			
Asset code: 100046a - Citronix Filter Development -			
6265.50	0.00	0.00	0.00
Asset code: 100047 - NPT microcap capsule			
1360.71	0.00	0.00	0.00
Asset code: 100048 - MF TOOLING FOR END CAPPER			
11457.74	0.00	0.00	0.00
Asset code: 100049 - MF TOOLING FOR END CAPPER			
20895.29	0.00	0.00	0.00
Asset code: 100050 - MF TOOLING FOR END CAPPER			
21677.46	0.00	0.00	0.00
Asset code: 100051 - NEW TOOLS FOR MF200347			
5028.22	0.00	0.00	0.00
Asset code: 100052 - ENDCAPPING TOOLING MACHINE			
1773.00	0.00	0.00	0.00
Asset code: 100053 - MOULD TOOL MADE AT 2FI			
4000.00	0.00	0.00	0.00
Asset code: T0054 - POROMETER 4 - 3400			
2500.00	0.00	0.00	0.00
Asset code: T0055 - PROTIG 300AC			
0.00	3662.00	0.00	0.00
Total Cost center : TO - TOOLING			
383987.07	3662.00	0.00	0.00

Cost center : TO - TOOLING			
Asset code: 100019 - PLEAT PACK TABLE - FF 8110			
1082.00	0.00	0.00	0.00
Asset code: 100020 - DOM FILT HOUSING FF10832			
16848.89	0.00	0.00	0.00
Asset code: 100021 - CRUSHING TOOL FF12639			
1352.04	0.00	0.00	0.00
Asset code: 100022 - JOY UNRIMD DISC 7.5 mm FF1286			
1156.70	0.00	0.00	0.00
Asset code: 100023 - PULSE JET FILTER			
2553.93	0.00	0.00	0.00
Asset code: 100024 - LID SWITCH STRIKER PRESS TOOL			
1219.00	0.00	0.00	0.00
Asset code: 100025 - FIZ763 HEAD CASTING PATTERN			
1786.00	0.00	0.00	0.00
Asset code: 100026 - PEEK IN LINE FILTER TOOL			
5786.90	0.00	0.00	0.00
Asset code: 100027 - Spacer Mould tube tool			
2990.25	0.00	0.00	0.00
Asset code: 100028 - 2 Impression filter mould tool			
5000.00	0.00	0.00	0.00
Asset code: 100029 - DELCO REMY TOOL			
3566.32	0.00	0.00	0.00
Asset code: 100030 - COBRA TOOL & DIE LTD			
7166.66	0.00	0.00	0.00
Asset code: 100031 - In-House Work on FF105/01 Peak			
11717.13	0.00	0.00	0.00
Asset code: 100032 - Cavity Inserts (Cobra Tool &			
2500.00	0.00	0.00	0.00
Asset code: 100033 - 4 Impression Mould Tool for An			

Porvair Filtration Group Limited – Assets (Wrexham)

Asset Number	Asset
AFL012	2 COUNTING MACHINES
AFL105	BRONZE FURNACE NO.3
AFL106	FLEX PRESS NO.1 112T
AFL108	JN SHAW PRESS 1250T
AFL123	FLEX PRESS NO.2 120T
AFL137	BRONZE FURNACE NO.4
AFL139	HARE PRESS NO.1 7 TON
AFL147	FLEX PRESS NO.5 60T
AFL148	SINGLE ISOSTATIC PRESS
AFL206	SHADOWGRAPH
AFL223	2 HYD/NIT MIX PANELS
AFL229	FUME EXTRACTION SYSTEM
AFL232	HARE GP15 PRESS
AFL237	PILLAR DRILL
AFL242	UPGRADE BR FURNACE 3
AFL243	UPGRADE BR FURNACE 4
AFL255	PARTITIONS / RACKING
AFL256	FACTORY SIGNS / FLAGS
AFL257	STACKWELL TRUCK
AFL258	FIXTURES & FITTINGS
AFL262	TENSOMETER TESTER
AFL267	BR FILL STATION SKIPS
16642	UPGRADING VYON OVEN

16803	IMPROVED TEMP CONTROL
16973	VYON OVEN IMPROVEMENTS
19010	VYON MOULDING CHILLER
PM93/35	LABORATORY EQUIPMENT
PM94/6	POWDER HANDLING SYSTEM
PM94/31	SHELVING
PM94/35	GOODS INWARD FACILITY
PM94/39	BUTT WELDING MACHINE
PM94/44	AUTOMATIC TUBE CUTTING M/C
PM94/54	HAND PALLET TRUCK
PM94/75	PORTABLE AIR COOLING UNIT
PM94/49	SHEET & ROLL EQUIP.
PM95/10	MICROSCOPE
PM95/18	COMPRESSED AIR UPGRADE
PM95/23	VYON HANDLING ANCILLIARIES
PM95/32	COMPRESSED AIR SYSTEM
PM94/70	POWDER CAPSULES
PM94/71	FIBRE CAPSULES
PM95/22	3000 TONNE PRESS
PM95/26	MAINTENANCE EQUIPMENT
PM95/27	VYON STORES
PM95/45	CLICKER PRESS
PM96/6	WEIGHING EQUIPMENT
PM96/6	PART DISPOSAL
PM96/6	PART DISPOSAL

PM96/9	RACKING
PM96/11	PRESS
PM96/22	AIR COMPRESSOR
PM96/25	BENCH FOR BRONZE AREA
PM96/33	STATIC ELECTRICITY ELIMINATORS
PM96/34	VYON FABRICATION BENCHES
PM96/8	EXTRACTION EQUIPMENT
PM96/12	PERMEABILITY TEST RIG - CAPSULES
PM96/15	INSURANCE SURVEY IMPROV.
PM96/38	VYON OVEN IMPROVEMENTS
PM97/11	S.S. PRESS UPGRADE
PM97/12	FIBRE CAPSULE PRODUCTION FACILITY
PM97/13	S.S. PRESS OIL COOLERS
PM97/14	WELDING FACILITIES S.S.
PM97/17	SURFACE GRINDER
PM97/18	VACUUM FURNACE
PM97/23	SCREENS TESTING RIG
PM97/32	VYON OVEN TEST RIG
PM97/37	S.S. PRESS OIL COOLER
PM97/39	PEDESTRIAN STACKER
PM98/5	DISSOLVED OXYGEN METERS (4 off)
PM99/11	RACKING FOR STORES
PM00/05	BRONZE FURNACE UPGRADE No 3
PM00/10	POWDER HANDLING VYON OVEN
PM00/11	TUBE DRAWING SET UP EQUIP.

PM00/16	VIBRATORY FEEDER
PM00/21	BRONZE DRY FILTER SPRAY BOOTH
PM00/32	CONTROL PANEL
PM00/36	XYZ TWIN AXIS CUTTERS
PM01/01	VYON OVEN UPGRADE
PM01/03	XYZ TWIN CUTTERS DEVELOPMENT
PM01/06	TOOL ROOM EQUIPMENT
PM01/07	ALL-FILL UNIT
PM01/07	HERAEUS OVEN
PM01/09	CHILLER
PM01/11	VYON OVEN COOLING SYSTEM
PM01/12	SOFTWARE & JIGGING XYZ
PM01/15	TOOLROOM EQUIPMENT
PM02/02	POWDER PRESS SS MOULDINGS
PM03/05	VYON OVEN IMPROVEMENTS
PM03/08	TENSOMETER TEST ATTACHMENTS
PM03/10	HARE PRESS
PM03/14	POROUS MEDIA ANALYSER
PM03/15	TOOL GRINDER FOR ISOSTATICS
PM03/16	LABORATORY EQUIPMENT FOR MIPS
PM00/115	TUBE DRAWING SET UP EQUIP.
PM03/09	EPSI ISOSTATIC PRESS
PM03/11	ROTARY DISC CUTTER No 4
PM04/08	PLASMA TREATMENT SYSTEM
PM04/09	FORK LIFT TRUCK

PM04/10	POWDER FEED FOR VYON OVEN
PM04/11	VYON ROLL LIFTING SYSTEM
PM04/12	SIEVES FOR POWDER FEED
PM05/01	ANTIBODY PURIFICATION EQUIPMENT
PM05/02	VYON SLITTER
PM05/04	VAC. FURNACE SAFETY
PM05/05	TABLETTING PRESS
PM05/06	CHILLER
PM05/07	SPECTROPHOTOMETER
PM06/02	LARGE XYZ CUTTER
PM06/03	REACTION VESSELS
PM06/04	GUILLOTINE FOR FABRICATION AREA
PM06/05	DRYPETTE
PM06/07	CONVEYOR FOR TABLETTING PRESS
PM06/10	GONIOMETER
PM07/01	CLEANROOM FACILITY- FIXTURES & FITTINGS
PM07/02	COMPRESSOR
PM07/04	TABLETTING DEVELOPMENT PHASE 3
PM07/04 Part	SARTORIUS BALANCE
PM07/05	LATHE FOR METAL MEMBRANE PROJECT
PM07/06	RACKING TO ACCOMMODATE PSL
PM07/07	TWO METRE VERNIER
PM07/09	STRETCH WRAPPER FOR PALLETS
PM08/01	TABLETTING PRESS F3
PM08/02	FLUSHING UNIT FOR VACUUM FURNACE

PM08/03	ROTARY DISC CUTTER No 6
PM08/04	TWO TABLETTING PRESSES
PM08/05	ISOSTATIC VESSEL AND YOLK
PM08/06	TRIPLE HEAD FOR DISC CUTTER No 1
PM08/08	TABLETTING PRODUCTION CELL
PM08/09	REACTION VESSEL - 5 LITRE
PM08/10	MICROPLATE READER
PM09/01	GAS CHROMATOGRAPH (GC-FID)
PM09/04	UPGRADE TABLETTING PRESS No 306
PM09/05	3 ANTI STATIC FANS FOR ROTARY CUT MACHINES
PM09/06	CATERPILLAR FORK LIFT TRUCK
PM09/07	ANTI STATIC BAR & CONTROLLER FOR TAB. PRESS
PM10/01	DE-COILER & AIR FEED FOR POWER PRESS
PM10/03	VACUUM FURNACE
PM10/03	VACUUM FURNACE - COOLING SYSTEM
PM10/03	VACUUM FURNACE - FORKLIFT TRUCK
PM10/04	MECHANICAL WORCESTER PRESS
PM10/05	MINI MICROLUTE FRITTING MACHINE
PM10/08	FACTORY FLOOR CLEANER
PM10/10	GAS CHROMATOGRAPH (GC-FID)
PM11/01	EQUIPMENT FOR CHIP ASSAY
PM11/02	WEIGHING EQUIPMENT
PM11/03	HOIST FOR ISOSTATIC PRESS
PM11/05	HPLC SYSTEM
PM11/07	TABLETTING PRODUCTION CELL

PM11/09	THERMO FISHER BAG LOADING UNIT
PM11/10	MEASURING INSTRUMENT
PM11/11	ISOSTATIC TUBE CUTTING MACHINE
PM11/12	PRINTER AND CONVEYOR
PM12/01	PLASMA CHAMBER - HYDROPHOBIC
PM12/02	CONTROL UNIT FOR MECHANICAL PRESS No 344
PM12/03	MECHANICAL ROLLING MACHINE
PM12/05	2 DISC CUTTING MACHINES
PM12/06	UNIVERSAL GRINDER
PM12/07	FLOW CELL FOR HPLC
PM12/08	THERMO FISHER FRIT INSERTION MACHINE
PM12/09	HELIUM LEAK DETECTOR
PM13/01	TENSOMETER
PM13/03	WATER PURIFICATION SYSTEM
PM13/04	REFRIGERATED MICROCENTRIFUGE
PM13/05	OPTICAL MEASURING EQUIPMENT
PM13/08	AUTOClave
PM13/09	CHILLER
PM13/10	PRODUCTION BLENDING FACILITY
PM14/01	THERMOFISHER PLATE ASSEMBLY STAGE 1
PM14/03	TABLETTING LAYDOWN SYSTEM
PM14/04	PCR INSTRUMENT
PM14/05	THERMOFISHER MICROELUTION ASSEMBLY CELL
PM14/06	CONTACT MEASUREMENT FOR VYON OVEN
PM14/08	SCALES FOR HVM2D

PM14/09	HOPPER FOR VYON OVEN
PM15/01	BRONZE OVENS - HYDROGEN GAS INTERLOCKS
PM15/02	EQUIPMENT FOR CHROMATRAP
PM15/04	HYDROGEN GENERATOR
PM15/05	XYZ MACHINE
PM15/06	HOT ZONE FOR SMALL VACUUM FURNACE
PM15/07	CHILLER - ISOSTATIC FURNACES
PM15/08	CHILLER - VYON OVEN
PM15/09	SCALES
PM16/01	HEAT TREATMENT OVEN
PM16/02	HYDROPHILIC PLASMA CHAMBER
PM16/03	HOT ZONE FOR LARGE VACUUM FURNACE
PM16/05	DEVELOPMENT PRESS FOR HVM
PM16/10	WEIGHING EQUIPMENT
PM17/03	CO-ORDINATE MEASURING MACHINE
	ASSETS IN PROGRESS
PM15/13	AUTOFILL UNIT - ISOSTATICS
PM16/07	TEST MACHINE
PM16/09	MANUFACTURING CELL FOR HVM
PM17/01	CHILLER
Transfer PSL	COUNTING SCALE
Transfer PSL	ICS - CHILLER UNIT
Transfer MF&T	3932 SPOT WELDER WITH TIMER
Transfer MF&T	SPOT WELDER
Transfer MF&T	NEDERMANN EXTRACTION UNIT

Transfer MF&T	METER MIX SYSTEM
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SCHEDULE 7 : INTELLECTUAL PROPERTY

Patent Number(s)	Patent Name	Porvair Entity
US2017100683 (A1)	Methods and Devices for Chromatin Immunoprecipitation Assays	Porvair Filtration Group Ltd
WO2016083823 (A1)	Pipette Tip and Method of Use Thereof	Porvair Filtration Group Ltd
DK1569987 (T3)	Process	Porvair Filtration Group Ltd
US2013323383 (A1); US9215891 (B2)	Composite Material	Porvair Filtration Group Ltd
GB2482209 (B); GB2482209 (A)	Chromatin Immunoprecipitation method	Porvair Filtration Group Ltd
US2010108608 (A1)	Co-Sintered Polymer Structures	Porvair Filtration Group Ltd
US2007031978 (A1); US7354614 (B2)	Diagnostic Device	Porvair Filtration Group Ltd
GB2425538 (A)	Substrate and method for modulating tissue formation or deposition	Porvair Filtration Group Ltd
GB2394428 (B); GB2394428 (A)	Protective coated filtration media	Porvair Filtration Group Ltd and Microfiltrex Limited
GB2386575 (A); GB2386575 (B)	Cyclone with permeable wall	Porvair Filtration Group Ltd and Microfiltrex Limited
GB2369796 (A)	Making porous articles using powder	Porvair Plc
GB2322121 (A)	Multi-well plate closure	Porvair Plc

SCHEDULE 8 : NOTICE TO BANK HOLDING AN ACCOUNT

To: [Account Bank]

Address: [•]

[Date]

Dear Sirs,

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

We irrevocably instruct and authorise you to:

- (A) disclose to the Security Agent any information relating to the Account[s] requested from you by the Security Agent;
- (B) [comply with the terms of any written notice or instruction relating to the Account[s] received by you from the Security Agent]^{2/}

[comply with the terms of any written notice or instruction relating to the Account[s] received by you from the Security Agent following receipt by you of a notice of the occurrence of an Enforcement Event issued by the Security Agent ("**Notice of Enforcement Event**"). Until such notice is received by you, we are authorised by the Security Agent to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to any restrictions set out in the Facility Agreement]^{3/};

- (C) [hold all sums standing to the credit of the Account[s] to the order of the Security Agent; and]^{4/}

[following receipt of the Notice of Enforcement Event, hold all sums standing to the credit of the Account[s] to the order of the Security Agent;]⁵ and

- (D) [pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Agent]^{6/}

[following receipt of the Notice of Enforcement Event, pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Agent]⁷.

[We are not permitted to withdraw any amount from the Account[s] without the prior written consent of the Security Agent.]⁸

² Use for all Accounts other than Operational Accounts

³ Use for Operational Accounts

⁴ Use for all Accounts other than Operational Accounts

⁵ Use for Operational Accounts

⁶ Use for all Accounts other than Operational Accounts

⁷ Use for Operational Accounts

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

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

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

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

.....

For and on behalf of
[•]
as Chargor

⁸ Use for all Accounts other than Operational Accounts

[On duplicate]

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

- (A) will accept the instructions contained in the notice and agree to comply with the notice;
- (B) have not received notice of the interest of any third party in the Account[s];
- (C) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Account[s]; and
- (D) [will not permit any amount to be withdrawn from the Account[s] without the prior written consent of the Security Agent]^{9/}

[following receipt of the Notice of Enforcement Event (as defined in the Notice of Charge), will not permit any amount to be withdrawn from the Account[s] without the prior written consent of the Security Agent]¹⁰.

.....

For and on behalf of
[Account Bank]

Date:

⁹ Use for all Accounts other than Operational Accounts

¹⁰ Use for Operational Accounts

SCHEDULE 9 : NOTICE TO COUNTERPARTY TO ASSIGNED CONTRACT

To: [Counterparty]

Address: [•]

[Date]

Dear Sirs,

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

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

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

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

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

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

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

.....
For and on behalf of
[•]
as Chargor

[On duplicate]

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

.....

For and on behalf of
[Counterparty]

Date:

SCHEDULE 10 : NOTICE TO INSURERS

To: [Insurers]

Address: [•]

[Date]

Dear Sirs

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

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

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

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

.....

For and on behalf of
[•]
as Chargor

[On duplicate]

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

.....

For and on behalf of
[Insurers]

Date:

SCHEDULE 11 : NOTICE TO TENANTS

To: [Tenant]

[Date]

Dear Sirs,

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

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

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

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

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

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

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

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

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

.....

For and on behalf of
[•]
as Chargor

[On duplicate]

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

We accept the instructions contained in the notice.

We confirm that we:

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

.....

For and on behalf of
[Tenant]

Date:

SCHEDULE 12 : FORM OF DEED OF ACCESSION

THIS DEED is dated [•]

and made

BETWEEN:

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

BACKGROUND:

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

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

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

1.2 Construction

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

1.3 Designation

This Deed is a Finance Document.

2. Accession

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

- (A) will become a party to the Group Debenture as a Chargor;
- (B) will make all of the representations and warranties set out in the Group Debenture which are expressed to be made by a Chargor; and

- (C) will be bound by all the terms of the Group Debenture which are expressed to be binding on a Chargor.

3. Creation of Security

3.1 Security generally

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

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

3.2 Land

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

3.3 Investments

- (A) The Additional Chargor charges by way of a first fixed charge all of its rights and interests in the Investments (including any specified in Part 2 of the Schedule to this Deed (*Investments*)).
- (B) A reference in this Deed to any charge of any Investments includes:
 - (1) any dividend or interest paid or payable in relation to it;

- (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- (3) any right against any clearance system in relation to it[including any right against CREST]; and
- (4) any right under any custodian or other agreement in relation to it [including any right which the Additional Chargor may have under any agreement with a "system-user" (as defined in the Uncertified Securities Regulations 2001) relating to the use of that system-user's account with CREST].

3.4 **Contracts**

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

3.5 **Bank accounts**

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

3.6 Book debts etc.

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

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

3.7 Insurances

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

3.8 Plant and machinery

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

3.9 Intellectual Property

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

3.10 Authorisations

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

3.11 Pension fund

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

3.12 Goodwill

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

3.13 Uncalled capital

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

3.14 Floating charge

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

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

4. Restrictions on Dealing

4.1 Negative pledge

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

4.2 Disposals

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

5. Miscellaneous

With effect from the date of this Deed:

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

6. Governing law

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

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

SCHEDULE TO DEED OF ACCESSION

PART 1: MORTGAGED PROPERTY

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

PART 2: INVESTMENTS

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

PART 3: ASSIGNED CONTRACTS

Date	Description	Parties
[•]	[•]	[•]

PART 4: BANK ACCOUNTS

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

PART 5: PLANT AND MACHINERY

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

PART 6: INTELLECTUAL PROPERTY

For patents:

Proprietor	Jurisdiction	Application Number	Patent Number	Expiry Date
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[•]	[•]	[•]	[•]	[•]
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For registered trade marks:

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

For registered designs:

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

For domain names:

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

For copyright, unregistered trade marks and unregistered designs:

[Insert details as appropriate]

EXECUTION PAGE TO DEED OF ACCESSION

The Additional Chargor

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

Director:

Director/Secretary:

The Company

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

Director:

Director/Secretary:

The Security Agent

Barclays Bank PLC

By:

EXECUTION PAGE TO GROUP DEBENTURE

The Original Chargors

EXECUTED as a DEED by
PORVAIR PLC
acting by
and

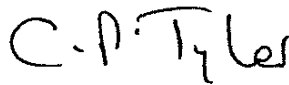
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B D W STOCKS

Director:

Director/Secretary:



C.P. TYLER

EXECUTED as a DEED by
PORVAIR SCIENCES LIMITED
acting by
and

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)



B D W STOCKS

Director:

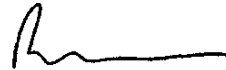
Director/Secretary:



C.P. TYLER

EXECUTED as a DEED by
PORVAIR FILTRATION LIMITED
acting by
and

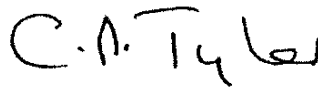
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B D W STOCKS

Director:

Director/Secretary:



C.P. TYLER

EXECUTED as a DEED by
PORVAIR FILTRATION GROUP LIMITED
acting by
and

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B D W STOCKS

Director:

Director/Secretary:



C.P. TYLER

EXECUTED as a DEED by
SEAL ANALYTICAL LIMITED
acting by
and

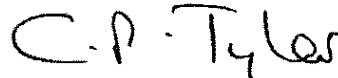
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Director:



B.D.W. STOCKS

Director/Secretary:



C.P. TYLER

The Security Agent

BARCLAYS BANK PLC

By:

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

Director:

Director/Secretary:

The Security Agent

BARCLAYS BANK PLC

By: 