



Registration of a Charge

Company name: **PIRTEK (UK) LIMITED**

Company number: **02301810**



X7K1CQ40

Received for Electronic Filing: **10/12/2018**

Details of Charge

Date of creation: **04/12/2018**

Charge code: **0230 1810 0008**

Persons entitled: **GOLUB CAPITAL LLC**

Brief description: **FIXED CHARGE COVERS INTELLECTUAL PROPERTY; AND ALSO REAL PROPERTY NOTED IN SCHEDULE 1 PART VI OF THE DEED TO WHICH PIRTEK (UK) LIMITED IS CHARGOR PARTY TO LEASE, INCLUDING A LEASE FOR THE FIRST FLOOR AND BASEMENT STORAGE ROOM 9, 199 THE VALE, ACTON PARK, LONDON W3E (THE LEASE ALSO INCLUDES 13 CAR PARKING SPACES); AND A LEASE FOR THE SECOND FLOOR AND BASEMENT STORAGE ROOM 10, 199 THE VALE, ACTON PARK, LONDON (THE LEASE ALSO INCLUDES 14 CAR PARKING SPACES). FOR FURTHER DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **RIZWAN LATIF**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2301810

Charge code: 0230 1810 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2018 and created by PIRTEK (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th December 2018 .

Given at Companies House, Cardiff on 11th December 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Deed of Accession

This Deed is dated 4 December 2018

Between:

- (1) The entities listed in Part I (*Additional Chargors*) of Schedule 1 (*Schedules to Deed of Accession*) (each an “**Additional Chargor**”, and together the “**Additional Chargors**”);
- (2) **Golub Capital LLC** as collateral agent and security trustee for the Secured Parties on the terms and conditions set out in the Credit Agreement (the “**Agent**” which expression shall include any person for the time being appointed as Agent or trustee or as an additional Agent or trustee for the purpose of, and in accordance with, the Credit Agreement).

Background:

- (A) This Deed is supplemental to a debenture dated 21 November 2018 between, amongst others, the Original Chargors named therein and the Agent, as previously supplemented and amended by an earlier Deed of Accession (if any) (the “**Debenture**”).
- (B) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1. **Interpretation**

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Loan Document as defined in the Credit Agreement.

2. **Accession**

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

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. **Security**

Paragraphs (a) to (e) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.

- (a) All the Security created by this Deed:
 - (i) is created in favour of the Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Agent holds the benefit of this Deed on trust for the Secured Parties.

- (c) The fact that no or incomplete details of any Charged Property are inserted in the schedules to this Deed does not affect the validity or enforceability of the Security created by this Deed.
- (d) Each Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with clauses 3, 4 and 5 of the Debenture including (but for the avoidance of doubt, not limited to) those assets more specifically referred to in paragraph (e) below.
- (e) Each Additional Chargor:
 - (i) charges by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and specified in the schedule to this Deed;
 - (ii) charges by way of a first legal mortgage all shares owned by it and specified in the schedule to this Deed;
 - (iii) assigns absolutely, all of its rights in respect of the agreements specified in the schedule to this Deed;
 - (iv) charges by way of a first fixed charge all of its rights in respect of any intellectual property specified in the schedule to this Deed and any future intellectual property acquired by each Additional Chargor at any time after the date of this Deed; and
 - (v) charges by way of a first fixed charge all its present and future right, title and interest in and to the Accounts specified in the schedule to this Deed.

4. **Miscellaneous**

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed); and
- (b) any reference in the Debenture to this Deed and similar phrases will be deemed to include this Deed.

5. **Law**

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

This Deed has been entered into on the date stated at the beginning of this Deed and executed as a deed by each Additional Chargor and is intended to be and is delivered by it as a deed on the date specified above.

Schedule 1 (Schedules to Deed of Accession)

Part I

Additional Chargors

Name of Company	Registered Number	Registered Office	Jurisdiction of Incorporation
Fast Pressure I Limited	09349271	Rutland House 148 Edmund Street, Birmingham, B3 2JR	England and Wales
Fast Pressure II Limited	09349390	Rutland House 148 Edmund Street, Birmingham, B3 2JR	England and Wales
Pirtek Europe Holdings Limited	05981569	Rutland House 148 Edmund Street, Birmingham, B3 2JR	England and Wales
Pirtek Europe Limited	03232759	Rutland House 148 Edmund Street, Birmingham, B3 2JR	England and Wales
Pirtek (UK) Limited	02301810	Rutland House 148 Edmund Street, Birmingham, B3 2JR	England and Wales
Penrith Hydraulics Limited	08591683	Rutland House 148 Edmund Street, Birmingham, B3 2JR	England and Wales

Part II

Accounts

Name of Chargor	Account Bank	IBAN	Currency	Account name
Fast Pressure I Limited	The Royal Bank of Scotland Plc		GBP	Bank account
Fast Pressure I Limited	The Royal Bank of Scotland Plc		USD	Bank account
Fast Pressure II Limited	The Royal Bank of Scotland Plc		GBP	Bank account
Fast Pressure II Limited	The Royal Bank of Scotland Plc		USD	Bank account
Pirtek Europe Holdings Limited	The Royal Bank of Scotland Plc		GBP	Bank account
Pirtek Europe Limited	The Royal Bank of Scotland Plc		EUR	Bank account

Pirtek Europe Limited	The Royal Bank of Scotland Plc		GBP	Bank account
Pirtek Europe Limited	The Royal Bank of Scotland Plc		GBP	Bank account
Pirtek (UK) Limited	The Royal Bank of Scotland Plc		EUR	Bank account
Pirtek (UK) Limited	The Royal Bank of Scotland Plc		GBP	Bank account
Pirtek (UK) Limited	The Royal Bank of Scotland Plc		GBP	Bank account
Pirtek (UK) Limited	The Royal Bank of Scotland Plc		USD	Bank account

Part III

Shares

Name of Chargor	Name of undertaking in which shares are held	Type of share	Number of shares	Nominal value of each share
Fast Pressure I Limited	Fast Pressure II Limited	Ordinary	1	£1
Fast Pressure II Limited	Pirtek Europe Holdings Limited	Ordinary	25,357,799	£1
		A Ordinary	25,000	£1
		B Ordinary	10,000	£0.01
Pirtek Europe Holdings Limited	Pirtek Europe Limited	A Ordinary Shares	3,861,486	£1
		B Ordinary Shares	683,473	£1
		Preference	2,100,000	£0.01
Pirtek Europe Limited	Pirtek (UK) Limited	Ordinary	150,000	£1

Pirtek (UK) Limited	Penrith Hydraulics Limited	Ordinary	1	£1
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Part IV

Specific Contracts

Name of Chargor	Description
Fast Pressure I Limited	N/A
Fast Pressure II Limited	N/A
Pirtek Europe Holdings Limited	N/A
Pirtek Europe Limited	N/A
Pirtek (UK) Limited	N/A
Penrith Hydraulics Limited	N/A

Part V

Insurances

Name of Chargor	Description
Fast Pressure I Limited Fast Pressure II Limited Pirtek Europe Holdings Limited Pirtek Europe Limited Pirtek (UK) Limited Penrith Hydraulics Limited	Professional Indemnity and Directors and Officers Liability AIG Europe Limited Policy number: [REDACTED]
Fast Pressure I Limited Fast Pressure II Limited Pirtek Europe Holdings Limited Pirtek Europe Limited Pirtek (UK) Limited	Excess Public/Product Liability Fusion Insurance Services Ltd. Policy number: [REDACTED]
Fast Pressure I Limited Fast Pressure II Limited Pirtek Europe Holdings Limited Pirtek Europe Limited	Commercial Combined Fusion Insurance Services Ltd.

Pirtek (UK) Limited	Policy number: [REDACTED]
Fast Pressure I Limited Fast Pressure II Limited Pirtek Europe Holdings Limited Pirtek Europe Limited Pirtek (UK) Limited Penrith Hydraulics Limited	Loss Recovery Lorega Limited Policy number: [REDACTED]
Fast Pressure I Limited Fast Pressure II Limited Pirtek Europe Holdings Limited Pirtek Europe Limited Pirtek (UK) Limited Penrith Hydraulics Limited	Business Computer Chubb European Group Limited Policy number: [REDACTED]
Fast Pressure I Limited Fast Pressure II Limited Pirtek Europe Holdings Limited Pirtek Europe Limited Pirtek (UK) Limited Penrith Hydraulics Limited	Travel and Personal Injury Chubb European Group Limited Policy number: [REDACTED]
Fast Pressure I Limited Fast Pressure II Limited Pirtek Europe Holdings Limited Pirtek Europe Limited Pirtek (UK) Limited Penrith Hydraulics Limited	Computer Insurance Chubb European Group Limited Policy number: [REDACTED]
Fast Pressure I Limited Fast Pressure II Limited Pirtek Europe Holdings Limited Pirtek Europe Limited Pirtek (UK) Limited Penrith Hydraulics Limited	Motor Fleet AXA Insurance UK plc. Policy number: [REDACTED]
Fast Pressure I Limited	Cyber Liability CFC Underwriting Ltd. Policy number: [REDACTED]
Pirtek (UK) Limited	Group Life Zurich Assurance Ltd. Policy number: [REDACTED]

Part VI

Real Property

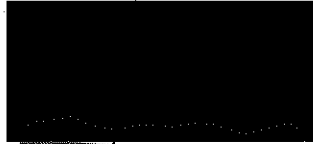
Chargor party to lease	Address	Title Number	Location
Pirtek (UK) Limited	First floor and basement storage room 9, 199 The Vale, Acton Park, London W3E (the lease also includes 13 car parking spaces).	N/A	England
	Second floor and basement storage room 10, 199 The Vale, Acton Park, London (the lease also includes 14 car parking spaces)	N/A	England
	Unit 14 Boulton Place, Birmingham B7 5AR.	N/A	England

Signatories to Deed of Accession

The Additional Chargors

Signed as a deed for and on behalf of
Fast Pressure I Limited
acting by a director in the presence of:

}



Director
Adrian Richards

Witness Name: DINESH SEETHAUL
Witness Address: 20 EXMOUTH ROAD, RUSLIP, HA4 0UF
Witness Occupation: FINANCE DIRECTOR
Address: 199 THE VALE, ACTON, W3 7QS
Fax: —
Attention: ADRIAN RICHARDS

Signed as a deed for and on behalf of
Fast Pressure II Limited
acting by a director in the presence of:


Director
Adrian Richards

Witness Name: DINESH SEETHANUL
Witness Address: 20 EXMOUTH ROAD, RUISLIP, HA4 0UF
Witness Occupation: FINANCE DIRECTOR
Address: 199 THE VALE, ACTON, W3 7QS
Fax: -
Attention: ADRIAN RICHARDS

Signed as a deed for and on behalf of
Pirtek Europe Holdings Limited
acting by a director in the presence of:


Director
Adrian Richards

Witness Name:

DINESH SEETHAUL

Witness Address:

20 EXMOUTH ROAD, RUISLIP, HA4 0UF

Witness Occupation:

FINANCE DIRECTOR

Address:

199 THE VALE, ACTON, W3 7QS

Fax:

Attention:

ADRIAN RICHARDS

Signed as a deed for and on behalf of
Pirtek Europe Limited
acting by a director in the presence of:



Director
Adrian Richards

Witness Name:

DINESH SEETAHUL

Witness Address:

20 EXMOUTH ROAD, RUISLIP, HA4 0UF

Witness Occupation:

FINANCE DIRECTOR

Address:

199 THE VALE, ACTON, W3 7QS

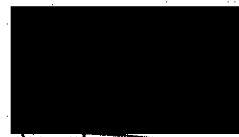
Fax:

Attention:

ADRIAN RICHARDS

Signed as a deed for and on behalf of
Pirtek (UK) Limited
acting by a director in the presence of:

}



Director
Adrian Richards

Witness Name:

DINESH SEETHAHL

Witness Address:

20 EXMOUTH ROAD, RUISLIP, HA4 0UF

Witness Occupation:

FINANCE DIRECTOR

Address:

199 THE VALE, ACTON, W3 7QS

Fax:

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Attention:

ADRIAN RICHARDS

Signed as a deed for and on behalf of
Penrith Hydraulics Limited
acting by a director in the presence of:


Director
Adrian Richards

Witness Name:

DINESH SEETAHUL

Witness Address:

20 EXMOUTH ROAD, RUISLIP, HA4 0UF

Witness Occupation:

FINANCE DIRECTOR

Address:

199 THE VALE, ACTON, W3 7QS

Fax:

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Attention:

ADRIAN RICHARDS

The Agent

For and on behalf of
Golub Capital LLC



By: Marc C. Robinson

Title: Managing Director