



Registration of a Charge

Company Name: **LEADEC LIMITED**

Company Number: **03441005**



Received for filing in Electronic Format on the: **22/12/2022**

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Details of Charge

Date of creation: **21/12/2022**

Charge code: **0344 1005 0002**

Persons entitled: **UNICREDIT BANK AG, LONDON BRANCH**

Brief description:

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: **MERVE MERT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3441005

Charge code: 0344 1005 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2022 and created by LEADEC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2022 .

Given at Companies House, Cardiff on 30th December 2022

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**

WHITE & CASE

Dated 21 December 2022

Debenture

between

Leadec Beteiligungen GmbH
Leadec Limited
Leadec Holding (UK) Ltd.
as Original Chargors

UniCredit Bank AG, London Branch
as Security Agent

This Debenture is entered into subject to
the terms of an Intercreditor Agreement
originally dated 24 August 2016
as amended or amended and restated from time to time

Table of Contents

| | Page |
|---|-------------|
| 1. Interpretation..... | 1 |
| 2. Covenant to Pay | 10 |
| 3. Fixed Charges | 10 |
| 4. Assignments | 11 |
| 5. Legal Mortgage over Investments | 12 |
| 6. Floating Charge..... | 12 |
| 7. Excluded Property..... | 13 |
| 8. Negative Pledge | 14 |
| 9. Real Property | 14 |
| 10. Investments | 17 |
| 11. Intellectual Property | 19 |
| 12. Accounts | 20 |
| 13. Relevant Contracts | 21 |
| 14. Insurances | 21 |
| 15. Representations and Warranties..... | 22 |
| 16. When Security becomes Enforceable | 22 |
| 17. Enforcement of Security | 22 |
| 18. Receiver | 25 |
| 19. Application of Proceeds..... | 25 |
| 20. Delegation..... | 25 |
| 21. Power of Attorney | 25 |
| 22. Changes to Chargors | 26 |
| 23. Preservation of Security | 26 |
| 24. Release of Security | 28 |
| 25. Assignments and Transfers..... | 28 |
| 26. Miscellaneous | 29 |
| 27. Partial Invalidity | 30 |
| 28. Counterparts..... | 30 |
| 29. Governing Law | 30 |
| 30. Enforcement..... | 30 |

This deed (the “**Debenture**”) is dated 21 December 2022

Between:

- (1) **The Persons** listed in Schedule 1 (*The Chargors*) as Chargors (in this capacity, the “**Original Chargors**”); and
- (2) **UniCredit Bank AG, London Branch** as agent and trustee for the Secured Parties (as defined in the Intercreditor Agreement referred to below) (the “**Security Agent**”).

Background:

- (A) Each Chargor enters into this Debenture in connection with the Facilities Agreement (as defined below).
- (B) 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

1.1 Definitions

In this Debenture:

“**Account**” means any current, deposit or other account of an English Chargor with any bank or financial institutions in which it now or in the future has an interest in and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on such account.

“**Account Bank**” means in relation to an Account, the bank or financial institution with which the Account is maintained.

“**Act**” means the Law of Property Act 1925.

“**Additional Chargor**” means a member of the Group which becomes a Chargor by executing a Deed of Accession.

“**Approved Bank**” means an Acceptable Bank which has been given and has acknowledged all notices (if any) required to be given to it under this Debenture.

“**Assigned Account**” means any Account specified in Part 6 of Schedule 2 (*Security Assets*) as an Assigned Account or in part 6 of any schedule to any Deed of Accession by which an English Chargor became a party to this Debenture and any other Account designated in writing as an Assigned Account by the Parent and the Security Agent.

“**Assigned Assets**” means those Security Assets assigned or purported to be assigned pursuant to Clause 4 (*Assignments*).

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Luxembourg, Munich and Frankfurt am Main.

“**Business Technical Information**” means drawings, manufacturing data, material and process specifications, quality assurance records, test procedures and results, research and development reports, computer programs and algorithms, user, operating and maintenance manuals and other technical information in tangible form used by an English Chargor for the purposes of designing, developing, manufacturing, repairing and maintaining and/or marketing and selling its products or any Plant and Machinery used in connection therewith.

“CA 2006” means the Companies Act 2006.

“Chargor” means each Original Chargor and each Additional Chargor.

“Declared Default” means an Event of Default in respect of which any notice has been served in accordance with clause 26.19 (*Acceleration*) of the Facilities Agreement.

“Deed of Accession” means a deed substantially in the form of Schedule 9 (*Form of Deed of Accession*) or in such other form as may be agreed by the Security Agent.

“English Chargor” means any Chargor incorporated in England & Wales.

“Excluded Property” means any property of a Chargor which is subject to a clause which precludes, either absolutely or conditionally, such Chargor from creating any Security over its interest in that property under this Debenture.

“Facilities Agreement” means the originally EUR 215,000,000 facilities agreement originally dated 9 August 2016 between, *inter alios*, Leadec Holding BV & Co. KG (formerly known as Leadec Holding GmbH and prior thereto Sigma AcquiCo S.à r.l. and Triton IV Luxco No.24 S.à r.l.) as company and original borrower, UniCredit Bank AG, London Branch as facility agent and the Security Agent in such capacity, as may be amended, novated, supplemented, extended or amended and restated from time to time, and as most recently amended and restated by an amendment and restatement agreement dated 28 September 2022.

“Facility Agent” means UniCredit Bank AG as facility agent for the other Finance Parties (as defined in the Facilities Agreement).

“Finance Documents” has the meaning attributed to such term in the Facilities Agreement.

“Fixtures” means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery and apparatus.

“German Chargor” means any Chargor incorporated in the Federal Republic of Germany.

“Insurances” means:

- (a) all contracts and policies of insurance of an English Chargor specified in Part 7 of Schedule 2 (*Security Assets*) opposite its name or in part 7 of any schedule to any Deed of Accession by which it became party to this Debenture and all other contracts, policies of insurance and cover notes of any kind of an English Chargor now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest; and
- (b) all Related Rights.

“Intellectual Property” means:

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

“Intellectual Property Office” means the competent authorities for the registration, filing, granting and maintenance of the Intellectual Property in the United Kingdom and including, if appropriate, the European Patent Office or the European Union Intellectual Property Office.

“Intercreditor Agreement” means the intercreditor agreement originally dated 24 August 2016 and made between, *inter alios*, Leadec Holding BV & Co. KG (formerly known as Leadec Holding GmbH and prior thereto Sigma AcquiCo S.à r.l. and Triton IV Luxco No.24 S.à r.l.) as parent and original debtor, UniCredit Bank AG, London Branch as facility agent and the Security Agent in such capacity, as may be amended, novated, supplemented, extended or amended and restated from time to time, including, but not limited to, by way of an amendment and restatement agreement dated on or around the date of this Debenture.

“Investments” means:

- (a) in relation to an English Chargor:
 - (i) the Shares;
 - (ii) all other shares, stocks, debentures, bonds, warrants, options, coupons and other securities and investments whatsoever; and
 - (iii) all Related Rights,
- (b) in relation to a German Chargor:
 - (i) the Shares; and
 - (ii) all Related Rights,

in each case whether held directly by or to the order of a Chargor or by any trustee, nominees, fiduciary or clearance system on its behalf and in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

“Material Insurance” means any Insurance in respect of assets which are necessary to the carrying out of the Group’s business.

“Mortgage” means a mortgage or legal charge in respect of all or any part of the Real Property acquired after the date of this Debenture in accordance with Clause 9 (*Real Property*) substantially in the form of Schedule 8 (*Form of Legal Mortgage*).

“Mortgaged Property” means the Real Property specified in Part 1 of Schedule 2 (*Security Assets*) or in part 1 of any schedule to any Deed of Accession.

“Notice of Assignment” means a notice of assignment in substantially the forms set out in Schedule 3 (*Form of Notice of Assignment*), Schedule 4 (*Forms of Letter for Insurance*) and Schedule 5 (*Forms of Letter for Relevant Contracts*) (as applicable) or in such form as may be specified by the Security Agent.

“Obligor” means each Obligor as defined in the Facilities Agreement.

“Parent” means Leadec Holding SARL (formerly known as Sigma AcquiCo S.à r.l. and prior thereto Triton IV Luxco No.24 S.à r.l.), a private limited liability company (*société à responsabilité limitée*), with its registered office at 2, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg, incorporated and existing under the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B209359.

“Party” means a party to this Debenture.

“Plant and Machinery” means, in relation to any English Chargor, any plant, machinery, computers, office equipment or vehicles specified in Part 3 of Schedule 2 (*Security Assets*) opposite its name or in part 3 of any schedule to any Deed of Accession by which it became party to this Debenture, any other (new or otherwise) plant, machinery, computers, office equipment or vehicles owned by any English Chargor and any interest the English Chargor may have from time to time in any other plant, machinery, computers, office equipment or vehicles.

“Real Property” means, in relation to any English Chargor, any freehold, leasehold, commonhold or immovable property (including the freehold and leasehold property specified in Part 1 of Schedule 2 (*Security Assets*) or in part 1 of any schedule to any Deed of Accession by which it became a party to this Debenture and any new freehold, leasehold, commonhold or immovable property situated in England and Wales or anywhere globally (in each case including any estate or interest therein, all rights from time to time attached or relating thereto, all Fixtures from time to time thereon and the benefit of any covenants for title given or entered into by any predecessor in title of the relevant English Chargor in respect of that property and any moneys paid or payable to the relevant English Chargor in respect of these covenants) having a fair market value of EUR 5,000,000 (or its equivalent in other currencies) or higher) and all rights under any licence or other agreement or document which gives that English Chargor a right to occupy or use property.

“Receiver” means a receiver and manager or any other receiver of all or any of the Security Assets, and shall, where permitted by law, include an administrative receiver in each case, appointed under this Debenture.

“Registered Intellectual Property” means, in relation to an English Chargor, any patents, registered trademarks, service marks, registered designs, registered copyrights and domain names including any specified in Part 5 of Schedule 2 (*Security Assets*) opposite its name or in part 5 of any schedule to any Deed of Accession by which it became a party to this Debenture, and including application for any of the same.

“Related Rights” means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights and benefits under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) any monies, proceeds, dividends or other distributions paid or payable in respect of that asset; and
- (e) any rights or monies accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference in respect of that asset.

“Relevant Contract” means in relation to any English Chargor any agreement specified in Part 4 of Schedule 2 (*Security Assets*) opposite its name or in part 4 of any schedule to any Deed of Accession by which it became a party to this Debenture, and any other agreement designated in writing as a “Relevant Contract” by the Parent and the Security Agent from time to time, together, in each case, with any Related Rights.

“Report on Title” means any report or certificate of title on the Real Property provided to the Security Agent, together with confirmation from the provider of that report that it can be relied upon by the Secured Parties.

“Restrictions Notice” means a restrictions notice issued pursuant to paragraph 1(3) of Schedule 1B to the CA 2006.

“Secured Parties” has the meaning given to that term in the Intercreditor Agreement.

“Secured Obligations” has the meaning given to that term in the Intercreditor Agreement, as it may be amended, novated, supplemented, extended or amended and restated from time to time including but not limited to as it may be amended or amended and restated after the date of this Debenture to add one or more new layers of debt in the form of one or more term facilities, term loans, notes or other term financing, debt arrangements or otherwise, including, but not limited to, any Incremental Facility and any Permitted Alternative Debt (each as defined in the Facilities Agreement), in each case whose creditors will share in the proceeds from the realisation or enforcement of all or any part of the Transaction Security on a *pari passu* basis with the creditors of the Facilities (as defined in the Facilities Agreement) as contemplated by the Intercreditor Agreement in its amended form.

“Security” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“Security Assets” means all the assets, rights, title, interests and benefits of each Chargor the subject of, or expressed to be subject to this Debenture.

“Security Period” means the period beginning on the date of this Debenture and ending on the Senior Discharge Date.

“Senior Discharge Date” has the meaning given to that term in the Intercreditor Agreement.

“Shares” means (i) in relation to the English Chargors, all shares in any member of the Group held by or to the order of or on behalf of an English Chargor at any time (subject to any legal mortgage granted pursuant to the Finance Documents), including those shares specified in Part 2 of Schedule 2 (*Security Assets*) opposite its name or in part 2 of the schedule to any Deed of Accession by which it became party to this Debenture; and (ii) in relation to the German Chargors, all shares in any company incorporated in England & Wales held by or to the order of or on behalf of a German Chargor at any time (subject to any legal mortgage granted pursuant to the Finance Documents), including those shares specified in Part 2 of Schedule 2 (*Security Assets*) opposite its name or in part 2 of the schedule to any Deed of Accession by which it became party to this Debenture;

“Trade Receivables” means all book debts and all debts and monetary claims owing to any English Chargor arising in the ordinary course of trading and any proceeds of such debts and claims.

“Warning Notice” means a warning notice given pursuant to paragraph 1(2) of Schedule 1B to the CA 2006.

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Debenture, the same meaning in this Debenture.
- (b) The provisions of clause 1.2 (*Construction*) of the Facilities Agreement apply to this Debenture as though they were set out in full in this Debenture, except that references to the Facilities Agreement will be construed as references to this Debenture.
- (c) All security made with “full title guarantee” is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

- (d) Unless the context otherwise requires, a reference to a Security Asset includes any part of that Security Asset, any proceeds of that Security Asset and any present and future asset of that type.

1.3 **Disposition of Property**

The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document (as the case may be) are incorporated in this Debenture to the extent required to ensure that any purported disposition of any Real Property contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Trust**

- (a) All Security and dispositions made or created, and all obligations and undertakings contained, in this Debenture, in favour of or for the benefit of the Security Agent are given in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms set out in the Intercreditor Agreement.
- (b) The Security Agent holds the benefit of this Debenture on trust for the Secured Parties.

1.5 **Inconsistency**

In the event of any inconsistency between the terms of this Debenture and the Facilities Agreement or the Intercreditor Agreement, the terms of the Facilities Agreement or the Intercreditor Agreement (as applicable) shall prevail.

1.6 **Third Party Rights**

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a party is not required to vary, rescind or terminate this Debenture at any time.
- (c) Any Receiver may, subject to this Clause 1.6 and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on it.

1.7 **Maintenance of Liabe Capital**

- (a) For the purpose of this Clause 1.7:

German Chargor means any Chargor incorporated in the Federal Republic of Germany as (i) a limited liability company (*Gesellschaft mit beschränkter Haftung*) (a “**German GmbH Chargor**”) or (ii) a limited partnership (*Kommanditgesellschaft*) with a German limited liability company as general partner (a “**German GmbH & Co. KG Chargor**”);

Net Assets means the amount of the relevant company’s assets (in the case of a German GmbH Chargor) or the relevant general partner’s assets (in the case of a German GmbH & Co. KG Chargor) (section 266 sub-section 2 A, B, C, D and E of the German Commercial Code (*HGB*)) less (i) the aggregate of its liabilities (section 266 sub-section 3 B, C (but, for the avoidance of doubt disregarding any provisions in respect of the guarantee and indemnity created pursuant to the terms of the Facilities Agreement (the “**Guarantee**”), D and E German Commercial Code (*HGB*)) and (ii) its Protected Capital); and

Protected Capital means the aggregate of (i) the German Chargor's stated share capital (*Stammkapital*), and (ii) the amount of profits (*Gewinne*) not available for any distributions to its shareholder(s) in accordance with section 268 subsection 8 of the German Commercial Code (*HGB*).

(b) The Security Agent agrees not to enforce this Debenture (or any part thereof) if and to the extent:

- (i) the Debenture secure obligations of, or
- (ii) any enforcement proceeds are to be applied in satisfaction of any amounts owed by

an affiliate (*verbundenes Unternehmen i.S.d. §§15 ff. AktG*) of that German Chargor (other than the German Chargor's subsidiaries provided that the relevant obligations or amounts owed by the relevant subsidiary are or are based upon own liabilities of such subsidiary but not upon liabilities under the Guarantee) and if and to the extent such enforcement would cause the German GmbH Chargor's Net Assets or, in the case of a German GmbH & Co. KG Chargor, its general partner's Net Assets, to be reduced below zero or further reduced if already below zero.

(c) For the purposes of the calculation of the Net Assets the following balance sheet items shall be adjusted as follows:

- (i) the amount of any increase of the stated share capital (*Stammkapital*) of the German GmbH Chargor or, in the case of a German GmbH & Co. KG Chargor, its general partner (*Komplementär*), after the date of this Agreement (y) that has been effected without the prior written consent of the Security Agent or (z) to the extent that it is not fully paid up shall be deducted from the relevant stated share capital;
- (ii) loans provided to such German Chargor by any company of the Group or a Holding Company shall be disregarded to the extent such loans are, or would be, subordinated (including, for the avoidance of doubt, pursuant to section 39 subsection 1, no. 5 and/or subsection 2 of the German Insolvency Code (*InsO*)) to any financial indebtedness outstanding under the Facilities Agreement (including indebtedness in respect of guarantees for financial indebtedness which is so subordinated); and
- (iii) loans or other liabilities incurred in negligent or wilful violation of the provisions of the Facilities Agreement shall be disregarded.

(d) The German Chargor shall deliver to the Security Agent, within 10 (ten) Business Days after receipt from the Security Agent of a notice stating that the Security Agent intends to enforce this Debenture, an up-to-date balance sheet of the German GmbH Chargor or, in the case of a German GmbH & Co. KG Chargor, of that partnership and its general partner, together with a detailed calculation (satisfactory to the Security Agent) of the amount of the Net Assets of the relevant company taking into account the adjustments set forth in Sub-Clause 1.7(c) (the "**Management Determination**"). Such balance sheet and Management Determination shall be prepared in accordance with the generally accepted accounting principles as consistently applied. The Security Agent shall be entitled to enforce this Debenture (or any part thereof) in an amount which would, in accordance with the Management Determination, not cause the German GmbH Chargor's Net Assets or, in the case of a

German GmbH & Co. KG Chargor, its general partner's Net Assets to be reduced below zero.

- (e) Following the Security Agent's receipt of the Management Determination, upon request by the Security Agent, the German Chargor shall deliver to the Security Agent within 20 (twenty) Business Days of request an up-to-date balance sheet of the German GmbH Chargor or, in the case of a German GmbH & Co. KG Chargor, of that partnership and its general partner, drawn-up by a reputable auditor together with a detailed calculation of the amount of the Net Assets of the relevant company taking into account the adjustments set forth in Sub-Clause 1.7(d) (the "**Auditors' Determination**"). Such balance sheet and Auditors' Determination shall be prepared in accordance with the generally accepted accounting principles as consistently applied. The Auditors' Determination shall be prepared as of the date of the enforcement of this Debenture. The Security Agent shall be entitled to enforce the Debenture (or any part thereof) in an amount which would, in accordance with the Auditor's Determination, not cause the German GmbH Chargor's Net Assets or, in the case of a German GmbH & Co. KG Chargor, its general partner's Net Assets to be reduced below zero or further reduced if already below zero.
- (f) The German GmbH Chargor and, in the case of a German GmbH & Co. KG Chargor, also its general partner shall within 3 (three) months after a written request of the Security Agent realise, to the extent legally permitted and commercially justifiable, any and all of its assets which are not required for the German Chargor's business (*nicht betriebsnotwendig*) that are shown in the balance sheet with a book value (*Buchwert*) that is substantially lower than the market value of the relevant assets if, as a result of the enforcement of this Debenture, its Net Assets would be reduced below zero or further reduced if already below zero. If such assets are required for the German Chargor's business (*betriebsnotwendig*) it will use its reasonable endeavors to realise the higher market value by sale-and-lease-back transactions to the extent such transactions are permitted under the Facilities Agreement, legally permitted and commercially justifiable. After the expiry of such three month period, the German Chargor shall, within 3 (three) Business Days, notify the Security Agent of the amount of the net proceeds from the relevant sale or other measure and submit a statement with a new calculation of the amount of the Net Assets of the German GmbH Chargor or, in the case of a German GmbH & Co. KG Chargor, of its general partner, taking into account such proceeds. Such calculation shall, upon the Security Agent's request, be confirmed by a reputable auditor within a period of 20 (twenty) Business Days following the request.
- (g) The limitations set out in this Clause 1.7 shall not apply:
 - (i) to the extent this Debenture secures any claims under the Finance Documents which relate (y) to funds borrowed under a Finance Document which have been on-lent or otherwise made available to the German Chargor or any of its subsidiaries and are still outstanding and (z) to letters of credit or similar instruments to the extent issued for the benefit of the German Chargor or any of its subsidiaries and which are still outstanding;
 - (ii) for so long as the German Chargor has not complied with its obligations pursuant to Sub-Clause 1.7(d) through 1.7(f);
 - (iii) if the German Chargor (as dominated entity and/or transferor) is subject to a domination and/or profit and loss pooling agreement (*Beherrschungs*

und/oder Gewinnabführungsvertrag) with its shareholder on the date of the enforcement of this Debenture;

- (iv) if and to the extent the German Chargor holds on the date of enforcement of this Debenture a fully recoverable indemnity or claim for refund (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) against its shareholder in respect of the enforcement of this Debenture;
- (v) if insolvency proceedings have been applied for in relation to the German Chargor and as a consequence any enforcement of up-stream or cross-stream guarantees and consequential payments no longer results in any personal liability of any managing director of such German Chargor; or
- (vi) if and to the extent that, at the time of enforcement of this Debenture, due to a change of the applicable laws or the jurisdiction of the German Federal Court, such limitations are not required to protect the managing directors of the German Chargor from the risk of personal liability resulting from a violation of the German Chargor's obligation to maintain its registered share capital pursuant to sections 30 *et seq.* of the German Limited Liability Companies Act (*GmbHG*) or similar provisions under the then applicable laws.

For the avoidance of doubt, the limitations set out in this Clause 1.7 shall (further) not apply in respect of utilisations and ancillary facilities made available to the German Chargor or to a subsidiary of such German Chargor or any other own liabilities of the German Chargor under the Finance Documents.

- (h) If, after the date of this Debenture the German Chargor submits reasonable evidence (in the form of judgments (including obiter dictums or the reasoning in such judgments) of the Higher Regional Courts (*Oberlandesgerichte*) or the German Federal Court (*Bundesgerichtshof*)) that the exception referred to in Sub-Clause 1.7(g)(iii) above is no longer available to assist the German Chargor in not violating the capital maintenance regime contained in sections 30 *et seq.* of the Limited Liability Company Act (*GmbHG*), the limitations set out in this Clause 1.7 shall apply in a way that Clause 1.7(g)(iii) shall no longer apply.
- (i) No reduction of the amount enforceable under this Debenture in accordance with the above limitations will prejudice the rights of the Finance Parties to continue enforcing this Debenture (subject always to the operation of the limitation set out above at the time of such enforcement) until full satisfaction of the Secured Claims.

1.8 **Incorporation of provisions into any Mortgage**

Clauses 1.2 (*Construction*), 16 (*When Security becomes Enforceable*), 17 (*Enforcement of Security*), 18 (*Receiver*), 21 (*Power of Attorney*), 22 (*Preservation of Security*), 29 (*Governing Law*) and 30 (*Enforcement*) of this Debenture are incorporated into any Mortgage as if expressly incorporated into that Mortgage, as if references in those clauses to this Debenture were references to that Mortgage and as if all references in those clauses to Security Assets were references to the assets of an English Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Agent by or pursuant to that Mortgage.

2. Covenant to Pay

2.1 Covenant to Pay

Each Chargor shall, as primary obligor and not only as a surety, on demand, pay to the Security Agent and discharge the Secured Obligations when they become due in accordance with the terms of the Finance Documents.

3. Fixed Charges

3.1 Each English Chargor, with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Security Agent:

- (a) by way of first legal mortgage, all Real Property now belonging to it;
- (b) to the extent not subject to a mortgage under paragraph (a) above, by way of first fixed charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, other than the Excluded Property; and
- (c) by way of first fixed charge, all its present and future right, title and interest in:
 - (i) all Accounts (except to the extent assigned under Clause 4 (*Assignments*));
 - (ii) all uncalled capital and goodwill of the English Chargor;
 - (iii) all Intellectual Property (including all Registered Intellectual Property) owned by it or acquired by it in the future;
 - (iv) any beneficial interest, claim or entitlement it has to any assets of any pension fund (to the extent permitted by law);
 - (v) the benefit of any Authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it in connection therewith;
 - (vi) all Plant and Machinery (except to the extent mortgaged under paragraph (a) above);
 - (vii) all Insurances;
 - (viii) all Business Technical Information in the possession of and owned by it;
 - (ix) all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Real Property and the right to recover and receive all compensation which may be payable to it in connection therewith;
 - (x) (to the extent not assigned pursuant to Clause 4 (*Assignments*)) to the extent vested in it, all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Real Property, including all rights and remedies available to it against such persons; and
 - (xi) to the extent that any of the Assigned Assets are not effectively assigned under Clause 4 (*Assignments*), or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate notice, by way of first fixed charge, those Assigned Assets.

4. Assignments

Subject to Clause 7 (*Excluded Property*), each English Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, assigns absolutely (subject to a proviso for reassignment on redemption) to the Security Agent all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances;
- (b) all the Relevant Contracts;
- (c) all Assigned Accounts;
- (d) all agreements, contracts, deeds, appointments, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Security Agent (as agent and trustee for and on behalf of itself and the other Secured Parties) to perfect its rights under this Debenture or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warrant, representation or other document) entered into by or given to the English Chargor in respect of the Real Property, including all:
 - (i) claims, remedies, awards or judgments paid or payable to the English Chargor (including, without limitation, all liquidated and ascertained damages payable to the English Chargor under the above); and
 - (ii) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer,

in each case, relating to all or any part of the Real Property;

- (e) any letter of credit issued in its favour;
- (f) any bill of exchange or other negotiable instrument held by it;
- (g) any Trade Receivables; and
- (h) any Intellectual Property (except any Registered Intellectual Property) owned by it.

4.2 Licence Back to Assigned Intellectual Property

The Security Agent hereby grants to each relevant English Chargor an exclusive, royalty free licence to use and to have used on its behalf and to sub license all Intellectual Property assigned by it under this Clause 4 at any time prior to the Security created by this Debenture becoming enforceable. The grant of licence under this Debenture includes the grant to such English Chargor of the sole right to take action against, and compromise or make settlements with, any third parties infringing the Intellectual Property in satisfaction of such English Chargor's obligations under Clause 11.3 (*Infringement*).

5. Legal Mortgage over Investments

- 5.1 Each English Chargor, with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Security Agent by way of first legal mortgage, all its present and future right, title and interest in Investments (including the Shares).
- 5.2 Each German Chargor, with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Security Agent by way of first legal mortgage, all its present and future right, title and interest in any Investments.

6. Floating Charge

6.1 Creation

Each English Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Security Agent by way of first floating charge, its undertaking and all its assets, both present and future not otherwise effectively mortgaged, charged or assigned by Clause 3 (*Fixed Charges*) or Clause 4 (*Assignments*).

6.2 Qualifying Floating Charge

- (a) The floating charge created by any English Chargor pursuant to Clause 6.1 (*Creation*) is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this Debenture and the Security Agent may at any time after a Declared Default appoint an administrator of an English Chargor pursuant to that paragraph.

6.3 Conversion by Notice

The Security Agent may convert the floating charge created by any English Chargor over all or any of its assets into a fixed charge by notice in writing to that English Chargor specifying the relevant Security Assets (either generally or specifically):

- (a) if a Declared Default has occurred;
- (b) if the Security Agent, acting reasonably, considers those Security Assets to be in danger of being seized or sold under any form of distress, attachment, extension or other legal process, or to be otherwise in jeopardy; or
- (c) if the Security Agent, acting reasonably, considers it is necessary or desirable in order to protect the priority, value or enforceability of the Security created or intended to be created by this Debenture.

6.4 No Waiver

Any notice given by, or on behalf of the Security Agent under Clause 6.3 (*Conversion by Notice*) above in relation to an asset shall not be construed as a waiver or abandonment of the Security Agent’s right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Debenture or any other Finance Document.

6.5 Automatic Conversion

- (a) The floating charge created under this Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be

converted into a fixed charge (without notice) over the Security Assets of each English Chargor:

- (i) upon the convening of a meeting of the members of an English Chargor to consider a resolution to wind up that English Chargor;
 - (ii) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator;
 - (iii) upon the presentation of a petition to wind up an English Chargor;
 - (iv) if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any Security Asset; or
 - (v) if an English Chargor fails to comply with clause 25.13 (*Negative Pledge*) of the Facilities Agreement.
- (b) Subject to paragraph (c) below, the floating charge created under this Debenture may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
- under section 1A of Schedule A1 of the Insolvency Act 1986.
- (c) Paragraph (b) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

7. Excluded Property

The Security created by Clause 3 (*Fixed Charges*) or Clause 4 (*Assignments*) shall not apply to Excluded Property so long as any relevant consent or waiver of prohibition has not been obtained, but:

- (a) each Chargor undertakes to:
 - (i) notify the Security Agent of any such material Excluded Property;
 - (ii) apply for the relevant consent or waiver of prohibition or condition within five (5) Business Days of the date of this Debenture or of the date of any Deed of Accession by which the relevant Chargor becomes a party to this Debenture, and to use all reasonable endeavours to obtain that consent or waiver of prohibition within twenty (20) Business Days of such application;
 - (iii) upon the reasonable request of the Security Agent, keep the Security Agent informed of its progress in obtaining such consent or waiver; and
 - (iv) immediately on receipt of such consent or waiver, provide the Security Agent with a copy; and
- (b) immediately on receipt of the relevant consent or waiver, the relevant formerly Excluded Property shall stand charged to the Security Agent under Clause 3 (*Fixed Charges*) or assigned to the Security Agent under Clause 4 (*Assignments*), as applicable. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor shall execute a valid fixed charge and/or assignment on terms the same as with this Debenture.

8. Negative Pledge

No Chargor may create or purport to create or permit to exist any Security over any of its assets in circumstances which would constitute a breach of clause 25.13 (*Negative Pledge*) of the Facilities Agreement.

9. Real Property

9.1 Real Property Undertakings

Each English Chargor shall:

- (a) maintain its Real Property in good working order and condition (ordinary wear and tear excepted);
- (b) maintain its Fixtures in good working order and condition (ordinary wear and tear excepted);
- (c) perform all the material terms on its part contained in any lease, agreement for lease, licence or other agreement or document which gives that English Chargor a right to occupy or use the property comprised in its Real Property to the extent that failure to do so has or could reasonably be expected to have a material adverse effect; and
- (d) duly and punctually comply with all material covenants and stipulations affecting the Real Property or the facilities (including access) necessary for the enjoyment and use of the Real Property.

9.2 Investigation of Title

If a Declared Default has occurred, each English Chargor will grant the Security Agent or its legal advisers on request all facilities within the power of that English Chargor to enable the Security Agent or its legal advisers (at the expense of that English Chargor) to:

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

9.3 Deposit of Title Deeds

Each English Chargor shall:

- (a) on the date of this Debenture, any Deed of Accession or on the date of any Mortgage and promptly following the acquisition by it of any interest in any Real Property at any time deposit with the Security Agent (or procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to the Mortgaged Property or otherwise procure that an undertaking reasonably satisfactory to the Security Agent is given by solicitors to the relevant English Chargor to hold such items to the order of the Security Agent; and
- (b) at any time thereafter deposit with the Security Agent (or procure the deposit of) any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items or otherwise procure that an undertaking reasonably satisfactory to the Security Agent is given by solicitors to the relevant English Chargor to hold such items to the order of the Security Agent.

9.4 **Power to Remedy**

If a Declared Default has occurred, the relevant English Chargor shall allow the Security Agent or its agents and contractors:

- (a) to enter any part of its Real Property;
- (b) to comply with or object to any notice served on that English Chargor in respect of its Real Property; and
- (c) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, stipulation or term or to comply with or object to any such notice.

Subject to the terms of the Facilities Agreement, that English Chargor shall promptly on request (and in any event within five Business Days of such request after receipt of the corresponding invoice) by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this Clause 9.4.

9.5 **Existing Real Property**

In the case of an English Chargor's existing Real Property in England and Wales, it shall as soon as reasonably practicable:

- (a) where required to do so pursuant to the Land Registration Act 2002 and to the extent not already done, promptly apply to HM Land Registry for first registration of that Real Property and registration of that English Chargor as owner of that Real Property;
- (b) apply to HM Land Registry to register the legal mortgage created by paragraph (a) of Clause 3.1 (*Fixed Charges*);
- (c) submit to HM Land Registry the duly completed Form RX1 requesting the restriction and notice set out in Clause 9.10 (*HM Land Registry*) and Form CH2 in respect of the obligation to make further advances;
- (d) pay all appropriate registration fees; and
- (e) pending such applications (unless the Security Agent otherwise directs) register this Debenture and any Deed of Accession in respect of such Real Property at the Land Charges Registry pursuant to the Land Charges Act 1972,

or, if the Security Agent notifies an English Chargor that the Security Agent will submit the relevant forms to HM Land Registry, such English Chargor shall as soon as reasonably practicable provide the Security Agent with all duly completed forms requested by the Security Agent together with all registration fees required, and the English Chargor consents in each such case to any application being made by the Security Agent.

9.6 **Unregistered Real Property**

In the case of an English Chargor's Real Property in England and Wales, both present and future which is not registered at HM Land Registry and is not required to be so registered, that English Chargor will as soon as reasonably practicable apply to register this Debenture or any Deed of Accession and the Security at the Land Charges Department.

9.7 Future Real Property

If an English Chargor acquires any Real Property after the date of this Debenture or any Deed of Accession, it shall:

- (a) promptly notify the Security Agent;
- (b) promptly in the case of the Commodity Quay Lease, and promptly if so requested by the Security Agent in respect of any other Real Property and, in any event, at the cost of that English Chargor, execute and deliver to the Security Agent a Mortgage in favour of the Security Agent of that Real Property (or a legal mortgage in any other form (consistent with this Debenture) which the Security Agent may require);
- (c) if the title to that Real Property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of the Security created by this Debenture, any Deed of Accession and any Mortgage and take the steps set out in paragraphs (a) to (d) of Clause 9.5 (*Existing Real Property*) inclusive in respect of such future Real Property; and
- (d) if applicable, ensure that the Security created by this Debenture, any Deed of Accession or any Mortgage is correctly noted in the Register of Title against that title at HM Land Registry (and the English Chargor hereby consents to any application that the Security Agent may require to be made to HM Land registry against the relevant title at HM Land Registry for the protection of the Security constituted by this Debenture and any Mortgage), or, if applicable, in accordance with Clause 9.6 (*Unregistered Real Property*).

9.8 Title Information Document

On completion of the registration of any charge pursuant to this Clause 9, the relevant English Chargor shall as soon as reasonably practicable supply to the Security Agent a certified copy of the relevant Title Information Document issued by HM Land Registry.

9.9 Notices

Each English Chargor must, within fifteen days after the receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Real Property (or any part of it) which would or would be reasonably likely to have a material adverse effect on the value, the ability to sell or let, or the use of any of the Real Property:

- (a) deliver a copy to the Security Agent; and
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement.

9.10 HM Land Registry

- (a) Each English Chargor consents to a restriction in the following terms being entered on the register of title relating to any Real Property registered at HM Land Registry:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register, or its conveyancer.”

- (b) The obligation on the part of the Security Agent to make further advances to the English Chargor is deemed to be incorporated in this Debenture, any Mortgage and any Deed of Accession and the English Chargor will apply or consent to the Security Agent applying by way of Form CH2 to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title relating to any Real Property registered at HM Land Registry.

9.11 **Deposit of Title Deeds**

Each English Chargor shall deposit with the Security Agent, and the Security Agent shall be entitled to hold, all deeds and documents of title relating to its Real Property held by the English Chargor from time to time and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf, or procure that an undertaking reasonably satisfactory to the Security Agent is given by solicitors to the relevant English Chargor to hold such items to the order of the Security Agent.

9.12 **Third Party Interests**

- (a) Each English Chargor shall do all things within its power to procure that no person is registered as proprietor of any right or interest in respect of its Real Property (other than pursuant to this Debenture, any Deed of Accession and any Mortgage) and that no new right or interest arises under Schedules 1, 3 or 12 to the Land Registration Act 2002 after the date of this Debenture.
- (b) Whether or not the title to the Real Property is registered at HM Land Registry, in the event that an English Chargor becomes aware of a caution against first registration or any material notice (whether agreed or unilateral) being registered against the title to all or any part of the Real Property, the English Chargor shall promptly provide the Security Agent with full particulars of the circumstances relating to such registration of notice and if such notice or caution shall have been registered in order to protect a purported interest, the creation of which is not permitted under this Debenture, any Deed of Accession or the Finance Documents, the English Chargor shall promptly and at the English Chargor's expense take such steps as the Security Agent may reasonably require to ensure that the caution or notice (as applicable) is withdrawn or cancelled.

10. Investments

10.1 **Certificated Investments**

On the date of this Debenture in respect of the Shares specified in Part 2 of Schedule 2 (*Security Assets*), and as soon as reasonably practicable after its acquisition of any certificated Investment (and, in any event, within five (5) Business Days of such acquisition), each Chargor shall:

- (a) deposit with the Security Agent (or as the Security Agent may direct) all certificates and documents of title or other evidence of ownership in relation to such Investments; and
- (b) promptly take any action and execute and deliver to the Security Agent any share transfer in respect of the Investments (executed in blank and left undated) and/or such other documents as the Security Agent shall require to enable it (or its nominees) to become registered as the owner, or otherwise obtain legal title to such Investments, including procuring that those shares are registered by the company in which the Investments are held and that share certificates in the name of the transferee are delivered to the Security Agent.

10.2 Changes to Rights

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

10.3 Voting Rights and Dividends

- (a) Until the occurrence of a Declared Default each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments.
- (b) If the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) must exercise the voting rights, powers and other rights in respect of the Investments in any manner which the relevant Chargor may direct in writing. The Security Agent (or that nominee) will execute any form of proxy or other document which the relevant Chargor may reasonably require for this purpose.
- (c) Until the occurrence of a Declared Default, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the relevant Chargor. If the relevant Investments have been registered in the name of the Security Agent or its nominee:
 - (i) the Security Agent (or its nominee) will promptly execute any dividend mandate necessary to ensure that payment is made direct to the relevant Chargor; or
 - (ii) if payment is made directly to the Security Agent (or its nominee) before a Declared Default, the Security Agent (or that nominee) will promptly pay that amount to the relevant Chargor.
- (d) Until the occurrence of a Declared Default, the Security Agent shall use its reasonable endeavours to promptly forward to the relevant Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments.
- (e) After a Declared Default, the Security Agent (or its nominee) may exercise or refrain from exercising:
 - (i) any voting rights; and
 - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment 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 the relevant Chargor and irrespective of any direction given by any Chargor.
- (f) To the extent that the Investments remain registered in the name of a Chargor, each 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 the occurrence of a Declared Default.
- (g) Each Chargor must 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 its Investments on the direction of that Chargor.

10.4 **Other Obligations in Respect of Investments**

Each Chargor shall (and Leadec Beteiligungen GmbH shall ensure that each other member of the Group will):

- (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the CA 2006 from any company incorporated in the United Kingdom whose shares are the subject of this Deed; and
- (b) promptly provide the Security Agent with a copy of that notice.

10.5 **Other Obligations in Respect of PSC Registers**

In respect of any Shares which constitute Security Assets, the relevant Chargor shall promptly:

- (a) notify the Security Agent of its intention to issue, or its receipt of, any Warning Notice or Restrictions Notice and provide to the Security Agent a copy of any such Warning Notice or Restrictions Notice;
- (b) respond to that notice within the prescribed timeframe; and
- (c) provide to the Security Agent a copy of the response sent/received in respect of such notice.

11. **Intellectual Property**

11.1 **Acquisition**

Subject to the Agreed Security Principles, and no more frequently than annually and following a Declared Default, on the Security Agent's reasonable request, each English Chargor shall promptly provide the Security Agent with details of all Registered Intellectual Property (including applications for registration) granted to, assigned or transferred to or filed by or on behalf of an English Chargor.

11.2 **Registration**

Subject to the Agreed Security Principles, each English Chargor shall at its own cost promptly execute all deeds and documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any Registered Intellectual Property charged under this Debenture or any Deed of Accession at the relevant Intellectual Property Office.

11.3 **Infringement**

Each English Chargor shall take all reasonable action (including the institution of legal proceedings) to prevent third parties infringing any of the Intellectual Property that is the subject of the security interests granted under this Debenture or any Deed of Accession if failure to take such action has or could reasonably be expected to have a material adverse effect.

11.4 **Notices to Third Parties**

Each English Chargor shall in respect of any Intellectual Property licensed from a third party, upon the occurrence of a Declared Default, immediately give notice to any such party (with a copy to the Security Agent) that the relevant Intellectual Property has been assigned to the Security Agent pursuant to Clause 4 (*Assignments*) of this Debenture.

12. Accounts

12.1 Accounts

Each English Chargor must maintain its Accounts with an Account Bank. Each English Chargor shall deliver to the Security Agent on the date of this Debenture or any Deed of Accession the details of each of its Accounts (which are as detailed under Part 6 (*Assigned Accounts*) of Schedule 2 (*Security Assets*) hereof) and, as soon as reasonably practicable after opening any new Account, the details of such new Account.

12.2 Assigned Accounts

- (a) Notwithstanding any of the foregoing, and as otherwise permitted by the Facilities Agreement, prior to a Declared Default, an English Chargor can deal freely with all Trade Receivables in the ordinary course of its business. Each English Chargor will collect all Trade Receivables charged to the Security Agent under this Debenture or any Deed of Accession and pay the proceeds forthwith upon receipt into an Assigned Account.
- (b) Prior to the occurrence of a Declared Default, but subject to the provisions of the Facilities Agreement, an English Chargor has the right to receive, withdraw or otherwise transfer any credit balance from time to time on any Assigned Account in the ordinary course of its business.
- (c) After the occurrence of a Declared Default, an English Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Assigned Account, except with the prior consent of the Security Agent.

12.3 Application of Monies

The Security Agent shall, following the occurrence of a Declared Default, at any time when there are Secured Obligations outstanding, be entitled without notice to apply, transfer or set-off any or all of the credit balance from time to time on any Assigned Accounts in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with clause 17 (*Application of Proceeds*) of the Intercreditor Agreement.

12.4 Notices of Charge or Assignment

Each English Chargor shall in respect of each Assigned Account:

- (a) give to each Account Bank a Notice of Assignment within five (5) Business Days of the date of this Debenture, or of the date of any Deed of Accession by which the relevant English Chargor became a party to this Debenture, or within five (5) Business Days of opening such Assigned Account;
- (b) use reasonable endeavours to procure that the relevant Account Bank acknowledges such notice within twenty (20) Business Days of such notice being given and use reasonable endeavours to procure that such acknowledgement is substantially in the form of Part 2 (*Acknowledgement of Account Bank*) of Schedule 3 (*Form of Notice of Assignment*);
- (c) if the relevant English Chargor has used its reasonable endeavours but has not been able to obtain acknowledgement, its obligation to obtain acknowledgment of such notice shall cease within 10 Business Days from the date of such notice; and
- (d) if the service of notice in accordance with this Clause 12.4 would prevent the relevant English Chargor from using the Account in the course of its business no notice of security shall be served until the occurrence of a Declared Default.

13. Relevant Contracts

13.1 Relevant Contract Undertakings

Each English Chargor shall provide, as soon as practicable upon receipt, the Security Agent and any Receiver with copies of each of its Relevant Contracts and any information, documentation and notices relating to any of its Relevant Contracts which it may from time to time receive from any other party to any Relevant Contract, or otherwise as requested by the Security Agent or any Receiver.

13.2 Notices of Assignment

Each English Chargor shall:

- (a) within five (5) Business Days of the date of this Debenture or of the date of any Deed of Accession by which the relevant English Chargor becomes a party to this Debenture serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Relevant Contracts*), on each of the other parties to each of its Relevant Contracts; and
- (b) use its reasonable endeavours to procure that each of those other parties acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Relevant Contracts*) within twenty (20) Business Days of the date of this Debenture or of the date of any Deed of Accession by which the relevant English Chargor became a party to this Debenture or, if later, the date of entry into that Relevant Contract (as appropriate).

14. Insurances

14.1 After Enforcement of Security

After the occurrence of a Declared Default:

- (a) the Security Agent may exercise (without any further consent or authority on the part of an English Chargor and irrespective of any direction given by such English Chargor) any of the rights of an English Chargor in connection with amounts payable to it under any of its Insurances;
- (b) each English Chargor must take such steps (at its own costs) as the Security Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that English Chargor; and
- (c) each English Chargor must hold any payment received by it under any of its Insurances on trust for the Security Agent.

14.2 Notice

Each English Chargor shall:

- (a) within five (5) Business Days of the date of this Debenture or the date of any Deed of Accession by which the relevant English Chargor becomes a party to this Debenture give notice of this Debenture to each of the other parties to each of the Insurances by sending a notice substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Insurances*); and
- (b) use its reasonable endeavours to procure that each such other party delivers a letter of undertaking to the Security Agent in the form of Part 2 of Schedule 4 (*Forms of Letter for Insurances*) within twenty (20) Business Days of the date of this Debenture

or the date of any Deed of Accession by which the relevant English Chargor becomes a party to this Debenture or, if later, the date of entry into that Insurance (as appropriate).

15. Representations and Warranties

15.1 Nature of Security

Each Chargor represents and warrants to the Security Agent and to each Secured Party that:

- (a) no Warning Notice or Restrictions Notice has been given or issued to it in respect of all or any part of any Investment which remains in effect; and
- (b) it has not given or issued a Warning Notice or Restrictions Notice in respect of all or any part of any Investment which remains in effect.

15.2 Times for Making Representations and Warranties

The representations and warranties set out in this Debenture are made by each Chargor listed in Schedule 1 (*The Chargors*) on the date of this Debenture, and by each Chargor which becomes party to this Debenture by a Deed of Accession, on the date on which that Chargor becomes a Chargor.

16. When Security becomes Enforceable

16.1 When Enforceable

The Security created by this Debenture shall become immediately enforceable if a Declared Default has occurred.

16.2 Enforcement

After the occurrence of a Declared Default, the Security Agent may in its absolute discretion enforce all or any part of the Security created by this Debenture in such manner as it sees fit or as the Majority Lenders direct.

17. Enforcement of Security

17.1 General

- (a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act) as varied or amended by this Debenture shall be immediately exercisable upon and at any time after the occurrence of a Declared Default.
- (b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Debenture, and Deed of Accession and each Mortgage.
- (c) Any restriction imposed by law on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to the Security created by this Debenture.
- (d) Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need

to comply with any restrictions conferred by law (including under section 99 or 100 of the Act).

17.2 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) the Security created by this Debenture has become enforceable in accordance with Clause 17.1 (*General*); or
 - (ii) at the written request of any Chargor.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including an appointment under section 109(1) of the Act) does not apply to this Debenture. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.
- (d) The Security Agent shall not be entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986.

17.3 Agent of each Chargor

- (a) A Receiver shall for all purposes be deemed to be the agent of the relevant Chargor. The relevant Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

17.4 Removal and Replacement

The Security Agent may by writing under its hand (subject in the case of an administrative receivership, to the provisions of section 45 of the Insolvency Act) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

17.5 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it without the limitations imposed by section 109(6) of the Act.

17.6 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Debenture (either expressly or impliedly) or by law on a Receiver may, after the Security created by this Debenture becomes enforceable, be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

17.7 No Liability as Mortgagee in Possession

Neither the Security Agent nor any Receiver shall, by reason of entering into possession of all or any part of a Security Asset or taking any action permitted by this Debenture, be liable:

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any default or omission for which a mortgagee in possession might be liable.

17.8 Redemption of Prior Mortgages

- (a) At any time after the occurrence of a Declared Default, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor shall pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

17.9 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including by the Act) on mortgagees and receivers duly appointed under any law (including the Act) save that section 103 of the Act shall not apply.

17.10 Contingencies

If the Security created by this Debenture is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate.

17.11 Protection of Third Parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or that Receiver is to be applied.

17.12 Financial Collateral Arrangements

To the extent that the Security Assets constitutes “financial collateral” and this Debenture constitutes a “security financial collateral” (as defined in the Financial Collateral Arrangements (No. 2) Regulation 2003) the Security Agent shall have the right at any time after the Security created by this Debenture becomes enforceable to appropriate all or any part of the Security Assets in or towards satisfaction of the Secured Obligations, the value of the property so appropriated being the amount standing to the credit of the relevant Account

(where the property is the benefit of the Account) or (in any other case) such amount as the Security Agent determines in a commercially reasonable manner.

18. Receiver

18.1 Powers of Receiver

A Receiver shall have all the rights, powers, privileges and immunities conferred from time to time on receivers by law (including the Act and the Insolvency Act 1986) and the provisions set out in Schedule 1 to the Insolvency Act 1986 shall extend to every Receiver.

18.2 Additional Powers

A Receiver shall have all the additional powers set out in Schedule 6 (*Additional Rights of Receivers*).

18.3 Several Powers

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 the powers conferred on a Receiver under this Debenture individually and to the exclusion of any other Receiver.

19. Application of Proceeds

Any monies held or received by the Security Agent or a Receiver after the occurrence of an Acceleration Event shall be applied by the Security Agent in accordance with clause 17 (*Application of Proceeds*) of the Intercreditor Agreement.

20. Delegation

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 Debenture in which case such person shall be entitled to all the rights and protection of a Security Agent or Receiver as if it were a party to this Debenture. Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate. Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

21. Power of Attorney

21.1 Appointment

Each Chargor, by way of security, irrevocably and severally, appoints the Security Agent, each Receiver and each of their respective delegates and sub-delegates to be its attorney (with full power of substitution) to take any action which that Chargor is obliged to take under this Debenture but has failed to do so for five (5) Business Days following notification by the Security Agent of the relevant failure to comply.

21.2 Ratification

Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 21.

22. Changes to Chargors

Each Chargor:

- (a) consents to additional companies becoming Chargors as contemplated by the Finance Documents; and
- (b) irrevocably authorises the Parent to agree to, and execute as a deed, any duly completed Deed of Accession as agent for and on behalf of such Chargor.

23. Preservation of Security

23.1 Continuing Security

The Security created by this Debenture is continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

23.2 Immediate Recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Obligor or any other person before claiming from that Chargor under this Debenture. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

23.3 Waiver of Defences

Each Chargor shall be deemed to be a principal debtor, and not only a surety. The obligations of each Chargor under this Debenture shall not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Debenture (whether or not known to it or any Secured Party). This includes:

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (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 person;
- (d) 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;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment of a Finance Document or any other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Finance Document; or
- (h) any insolvency or similar proceedings.

23.4 Appropriations

Until all amounts which may be or become payable by a Chargor under or in connection with the Finance Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may without affecting the liability of any Chargor under this Debenture:

- (a)
 - (i) refrain from applying or enforcing any other monies, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) against those amounts; or
 - (ii) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of that Chargor's liability under this Debenture.

23.5 Non-Competition

Unless:

- (a) the Security Agent is satisfied that all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full; or
- (b) the Security Agent otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Debenture:

- (i) be subrogated to any rights, security or monies held, received or receivable by any Secured Party (or any trustee or agent on its behalf);
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of that Chargor's liability under this Debenture;
- (iii) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Secured Party (or any trustee or agent on its behalf); or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor.

Each Chargor shall hold in trust for and shall immediately pay or transfer to the Security Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Security Agent under this Clause.

23.6 Release of Chargor's Right of Contribution

If any Chargor ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Chargor:

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Finance Documents; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part

and whether by way of subrogation or otherwise) of any right of any Secured Party under any Finance Document or of any other security taken under, or in connection with, any Finance Document where the rights or security are granted by or in relation to the aspects of the retiring Chargor.

23.7 Additional Security

- (a) This Debenture is in addition to and is not in any way prejudiced by any other security or guarantees now or subsequently held by any Secured Party.
- (b) No other security held by any Secured Party (in its capacity as such or otherwise) or right of set-off over any Security Asset shall merge into or otherwise prejudice the Security created by this Debenture or right of set-off contained herein.

23.8 Limitations

The obligations of any Additional Chargor are subject to the limitations (if any) set out in the Deed of Accession executed by that Additional Chargor.

23.9 Security held by Chargor

No Chargor may, without the prior consent of the Security Agent, hold any Security from any other Obligor in respect of that Chargor's liability under this Debenture. Each Chargor shall hold any Security held by it in breach of this provision on trust for the Security Agent.

24. Release of Security

24.1 Final Redemption

Subject to Clause 24.2 (*Avoidance of Payments*), if the Security Agent is satisfied that all the Secured Obligations have been irrevocably paid in full and that the Secured Parties have no actual or contingent obligation under the Facilities Agreement, the Security Agent shall at the request and cost of a Chargor release, reassign or discharge (as appropriate) the Security Assets from the Security created by this Debenture.

24.2 Avoidance of Payments

If the Security Agent (acting reasonably) considers that any amounts paid or credited to any Secured Party is capable of being avoided, reduced or otherwise set aside as a result of insolvency or any similar event, the liability of the Chargor under this Debenture and the Security constituted by this Debenture shall continue and such amount will not be considered to have been irrevocably paid.

24.3 Retention of Security

If the Security Agent reasonably considers that any amounts paid or credited to any Secured Party under any Finance Document is capable of being avoided, reduced or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid.

25. Assignments and Transfers

25.1 The Chargors' Rights

None of the rights and benefits of any Chargor under this Debenture shall be capable of being assigned or transferred and each Chargor undertakes not to seek to assign or transfer all or any of such rights and benefits.

25.2 The Security Agent's Rights

The Security Agent may assign or transfer all or any of its rights and benefits under this Debenture without the consent of any Chargor.

26. Miscellaneous

26.1 Tacking

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

26.2 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with any Obligor.
- (b) If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations.

26.3 Time Deposits

Without prejudice to any right of set-off any Secured Party may have under any secured Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period:

- (a) after the occurrence of a Declared Default; and
- (b) when none of the Secured Obligations is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party in its absolute discretion considers appropriate unless that Secured Party otherwise agrees in writing.

26.4 Notice of Assignment

This Debenture constitutes notice in writing to each Chargor of any Security in respect of a debt owed by that Chargor to any other member of the Group and contained in any other Transaction Security Document.

26.5 Security Assets

The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (*Security Assets*) or in the schedule of any Deed of Accession (if any) by which any Chargor becomes a party to this Debenture does not affect the validity or enforceability of the Security created by this Debenture.

26.6 Determination

Any certificate or determination by any Secured Party or any Receiver under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

27. Partial Invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

28. Counterparts

This Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

29. Governing Law

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

30. Enforcement

30.1 Jurisdiction of English Courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or any non-contractual obligations arising out of or in connection with this Debenture) (a “**Dispute**”) (whether arising in contract, tort or otherwise).
- (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 30.1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Debenture has been entered into on the date stated at the beginning of this Debenture and executed as a deed by the Chargors and is intended to be and is delivered by them as a deed on the date specified above.

Schedule 1

The Original Chargors

The Original Chargors

Leadec Beteiligungen GmbH (formerly known as Voith Industrial Services Beteiligungen GmbH)

State of Incorporation: Germany

Registered Number: HRB 727874

Registered Office: Meitnerstraße 11,
70563 Stuttgart,
Germany

Leadec Limited (formerly known as Voith Industrial Services Limited)

State of Incorporation: United Kingdom

Registered Number: 03441005

Registered Office: Leadec Limited,
Torrington Avenue,
Coventry, England,
CV4 9AP

Leadec Holding (UK) Ltd. (formerly known as Voith Industrial Services Holding Limited)

State of Incorporation: United Kingdom

Registered Number: 05424146

Registered Office: C/O Leadec Limited,
Torrington Avenue,
Coventry, England,
CV4 9AP

Schedule 2

Security Assets

Part 1 Real Property¹

| Chargor | Freehold/Leasehold | Description |
|---------|--------------------|-------------|
| | | |
| | | |
| | | |
| | | |

¹ None at the date of this debenture

Part 2
Shares

| Chargor | 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 |
|--|--|---|-----------------------------|------------------------------|
| Leadec Beteiligungen GmbH (formerly known as Voith Industrial Services Beteiligungen GmbH) | Leadec Holding (UK) Ltd. (formerly known as Voith Industrial Services Holding Limited) | N/A | Ordinary | 1 |
| Leadec Beteiligungen GmbH (formerly known as Voith Industrial Services Beteiligungen GmbH) | Leadec Limited (formerly known as Voith Industrial Services Limited) | N/A | Ordinary | 50,000 |

Part 3
Plant and Machinery

| Chargor | Item No | Description |
|---|----------------|-----------------------------------|
| Leadec Limited (formerly known as Voith Industrial Services Limited) | 96012 | IPAD 2 + Cover |
| | 96013 | Lenovo Desktop PC |
| | 96014 | Adobe Acrobat Pro |
| | 96259 | Thermal Imaging Camera |
| | 96260 | DI IIOO Data Collector |
| | 96390 | 7200D Rider Scrubber Drier |
| | 96391 | 5400D Walk Behind Scrubber |
| | 96392 | 5100D Walk Behind Scrubber |
| | 96393 | Typhoon |
| | 96394 | 8210 -1200 LPG Scrubber |
| | 96395 | 8210 - 1200 LPG Scrubber |
| | 96396 | 5700D walk Behind Scrubber |
| | 96397 | 5700D Walk Behind Scrubber |
| | 96398 | 5700D Walk Behind Scrubber |
| | 96399 | 5700D Walk Behind Scrubber |
| | 96400 | 6100E Rider Vacuum Sweeper |
| | 96436 | Floor Polisher NMD 1000M |
| | 96437 | Floor Polisher NMD 1000M |
| | 96438 | Floor Polisher NMD 1000M |
| | 96439 | T&A System |
| | 96440 | Alloy Tower ELF6S16 |
| | 96441 | Alloy Tower ELF6S16 |
| | 96442 | Alloy Tower ELF6S16 |
| | 96443 | Alloy Tower ELF6S16 |
| | 96444 | Alloy Tower ELF6S16 |
| | 96445 | Alloy Tower ELF6S16 |
| | 96446 | Pressure Washer HD855 IIOV |
| | 96447 | Pressure Washer HDS89S |
| | 96453 | 672-784 Turntable Trucks |
| | 96454 | 672-784 Turntable Trucks |
| | 96455 | Reach Scaler |
| | 96456 | Reach Scaler |
| | 96457 | Reach Scaler |
| | 96458 | Reach Scaler |
| | 96459 | Reach Scaler |
| | 96460 | Reach Scaler |
| | 96461 | Needle Scaler B21M |

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|--|--------------|---|
| | 96462 | Needle Scaler B21M |
| | 96463 | Needle Scaler B21M |
| | 96464 | Needle Scaler B21M |
| | 96465 | Needle Scaler B21M |
| | 96466 | Needle Scaler B21M |
| | 96467 | Chisel |
| | 96468 | Chisel |
| | 96469 | Chisel |
| | 96470 | Chisel |
| | 96471 | Chisel |
| | 96472 | Chisel |
| | 96473 | Cryogenic Unit |
| | 96474 | Ride-on Sweeper 6400E |
| | 96475 | Ride-on Sweeper 6400E |
| | 96476 | Ride-on Sweeper 6400E |
| | 96477 | Ride-on Sweeper 6400E |
| | 96478 | Pedestrian Scrubber 5700C |
| | 96479 | Pedestrian Scrubber 5700C |
| | 96480 | Pedestrian Scrubber 5700C |
| | 96485 | Cavity Wax Booth |
| | 96487 | Notebook |
| | 96488 | Notebook |
| | 96493 | Wheel & Tyre |
| | 96507 | Mower |
| | 96508 | 5100D Walk Behind Scrubber |
| | 96509 | BR2020 Battery Burnisher |
| | 96510 | Jacking Point Application System |
| | 96528 | High Pressure Water Jet Unit |
| | 96529 | Presentation Equipment |
| | 96530 | Projector |
| | 96544 | Tennant Machine |
| | 96546 | Tennant Machine |
| | 96548 | Ride-on Scrubber/Drier |
| | 96549 | Ride-on Scrubber/Drier |
| | 96550 | 5400 Walk Behind Scrubber |
| | 96573 | 5400 Fast Walk behind |
| | 96586 | Laptop for N.Sellicks / G.Bone |
| | 96589 | Laptop (Gerome Bonell) |
| | 96591 | Ride-on Sweeper |
| | 96594 | Pressure Washer |
| | 96595 | Ride-on Scrubber |
| | 96596 | Scrubber Dryer |
| | 96597 | Scrubber Dryer |

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|--|-------|---------------------------|
| | 96598 | Vacuum |
| | 96599 | Carpet Cleaner |
| | 96600 | Ride-on Scrubber Dryer |
| | 96607 | Laptop |
| | 96609 | Notebook (PGr) |
| | 96610 | Sweeper |
| | 96611 | Florentini Smile 70 |
| | 96612 | Scrubber |
| | 96613 | Scrubber |
| | 96614 | Buffer |
| | 96615 | Buffer |
| | 96616 | Vacuum |
| | 96617 | Vacuum |
| | 96619 | Pass System Land Rover |
| | 96623 | PC - XP |
| | 96624 | PC - XP |
| | 96625 | PC - XP |
| | 96626 | PC - XP |
| | 96627 | PC - XP |
| | 96628 | PC - XP |
| | 96629 | PC - XP |
| | 96630 | PC - XP |
| | 96631 | PC - XP |
| | 96632 | PC - XP |
| | 96633 | PC - XP |
| | 96634 | PC - XP |
| | 96658 | Trailer with conveyor |
| | 96659 | Trailer - Curtain Sided |
| | 96672 | Tow truck |
| | 96679 | Tow Behind Road Gritter |
| | 96680 | Walk Behind Gritter |
| | 96681 | Computer Equipment |
| | 96682 | Roadsweeper |
| | 96683 | Janitorial Trolleys |
| | 96684 | Pneumatic Floor Buffer |
| | 96685 | Burnisher |
| | 96686 | Carpet extraction Machine |
| | 96687 | Ride-on Scrubber |
| | 96688 | Floor Buffer |
| | 96689 | Burnisher |
| | 96690 | Trolleys |
| | 96692 | Ride-on Scrubber BR600S |
| | 96693 | Ride-on Sweeper |

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| | 96694 | Ride-on Sweeper |
| | 96700 | Vacuum - Numatic Henry |
| | 96720 | Ride-on Scrubber BR600S |
| | 96741 | Ride-on Sweeper SR1300 |
| | 96742 | vacuums - Numatic Henry x 10 |
| | 96763 | PC for GGQ |
| | 96767 | IT Equipment for Premier trs |
| | 96775 | Safety Barrier Padstow Rd. |
| | 96776 | Sentry Guards Padstow Rd. |
| | 96777 | Staff Locks Padstow Rd. |
| | 96778 | Furniture Padstow Rd. |
| | 96779 | Block Wall Refurb Padstow Rd. |
| | 96780 | Clock / Time Machine Padstow R |
| | 96781 | Telephone System Padstow Rd |
| | 96782 | Canteen Units Padstow Rd. |
| | 96783 | Valve Stands Padstow Rd. |
| | 96784 | Access system Padstow Rd. |
| | 96785 | Install Barrier Padstow Rd. |
| | 96786 | Fire Equipment Padstow Rd. |
| | 96787 | fire Alarm Extension |
| | 96788 | Emergency Lighting |
| | 96789 | Motorised Roller Shutter Door |
| | 96790 | Light Fittings |
| | 96791 | External Lighting & Fittings |
| | 96792 | Sequence Pallet |
| | 96793 | Installation of Barrier |
| | 96794 | Tyre Racks |
| | 96795 | Camera System Install |
| | 96796 | Steel Tube & Roof Labels |
| | 96797 | Tyre Racks |
| | 96798 | Steelwork & Concreting |
| | 96799 | Roller Shutter Doors |
| | 96800 | Spare Wheel Rack |
| | 96801 | Wheel & Tyre Racks |
| | 96802 | Dell desktop PC |
| | 96803 | Signage for Intruder Alarm |
| | 96804 | Intruder Alarm Install |
| | 96805 | Robotic Soaper Modifications |
| | 96806 | Fire alarm System |
| | 96809 | Jacking point App System (New) |
| | 96829 | Nobo Board |
| | 96832 | Dell D510 Laptop |
| | 96833 | Servers & Hardware |

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|--|-------|------------------------------------|
| | 96834 | Heating Boiler |
| | 96835 | Megaspın 400 Wheel Balancer |
| | 96836 | 2x Megamount 701 Tyre Change |
| | 96837 | Conference Room furniture |
| | 96841 | HP 11740 TC4200 Laptop |
| | 96842 | Hitachi Digital Projector |
| | 96845 | HP Compaq NX6310 |
| | 96846 | HP Compaq NX9420 |
| | 96849 | Premier Systems + |
| | 96855 | NX400 Laptop |
| | 96856 | TFT Monitor |
| | 96857 | LJ4 Maxi-S 7-12/600 |
| | 96858 | Elmo P30 Visualiser |
| | 96859 | HP NX7400 Laptop |
| | 96860 | HP NX9420 Laptop |
| | 96861 | HP compaq NX9420 notebook MR |
| | 96862 | HP NC6400 Laptop GK |
| | 96863 | HP NC6400 Laptop Gerome |
| | 96864 | Video Conferencing system |
| | 96865 | HP DC5700 compaq Desktop KH |
| | 96866 | Karcher HD Power Washer |
| | 96867 | Computerised Warehouse system |
| | 96868 | Datamax 4206 Printer+label sof |
| | 96869 | Zebra S4M Label Printer |
| | 96870 | Sony multipoint card Video system |
| | 96871 | HP Thin client x3 19"monitors |
| | 96872 | 2x HP NC6400 Laptops + Accessories |
| | 96873 | HP 19" monitors x3 |
| | 96874 | HP Compaq NX7400 Laptop |
| | 96875 | HP DX2250 / L1906 Monitor |
| | 96876 | D7900 Bar code scanner+cradle |
| | 96877 | HP advanced docking station |
| | 96878 | HP thin client /monitors x2 |
| | 96879 | HP Compaq DX2250 c/w monitor |
| | 96880 | Sanyo Projector |
| | 96881 | HP L1906 Monitor x4 |
| | 96882 | HP IPAQ 514 voice mess x3 |
| | 96883 | ADSL/POTS router |
| | 96884 | Lawn Mower |
| | 96885 | Sony VPL CX21 Laptop c/w carry |
| | 96886 | Hofmann 6300p balancing machine |
| | 96887 | Barcode sequencing system |
| | 96888 | HP Proliant ML 150 Server |

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| | 96889 | Wild Cat steam cleaner |
| | 96890 | PT F100NT Projector c/w mounting |
| | 96891 | Datawatch monarch pro ver 9 |
| | 96892 | HP Compaq thin client t5530 |
| | 96893 | HP Color Laserjet3800 Printer |
| | 96894 | HP Compaq Thin client t5530 |
| | 96895 | Nokia Box IP260 |
| | 96896 | Zebra Z4M Thermal Printer 20 |
| | 96897 | Fiorentini Scrubber Drier |
| | 96898 | WVD Wet Vac 1800 DH2 |
| | 96899 | BMD 1000M Polisher c/w tank |
| | 96900 | UPG Ultrium 448 Ext Tape |
| | 96901 | HP Proliant server + Access |
| | 96902 | 2x T5530 Thin Clients |
| | 96903 | 2x BMD 1000M Polishers |
| | 96904 | 2x WVD 1800DH2 70Lts Wet Vacs |
| | 96905 | 115SS Lpg Ride On Sweeper/Scrubber |
| | 96906 | XRB312 Compressor |
| | 96907 | Modifications to offices |
| | 96909 | Additional costs for W/e work |
| | 96910 | Protection barriers to posts |
| | 96911 | Maintenance pen inc racking |
| | 96912 | Install ductwork to compressor |
| | 96913 | Improvements to fire system |
| | 96914 | Stacker lift unit |
| | 96915 | Garage fitting machines x2 |
| | 96916 | Clocking in system |
| | 96917 | Pallets for Land Rover |
| | 96918 | Articulated manipulators x4 |
| | 96919 | Construct concrete foundations |
| | 96920 | Additional safety guarding |
| | 96921 | Pirelli trailers x3 |
| | 96922 | Compressors & pipework install |
| | 96923 | Monitor + Thin Client |
| | 96924 | Memory,Monitor,Docking Station |
| | 96925 | NC6400 Laptop |
| | 96926 | HP Business Inkjet |
| | 96927 | Sony PCS G50P Grp Videoconference |
| | 96928 | APC Server Cabinet |
| | 96929 | Powerboss CSS90 Flood Unit |
| | 96930 | Projector Bulb |
| | 96931 | HP Compaq business notebook |
| | 96932 | HP6710B Laptop |

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| | 96933 | Compaq NX7400 Laptop |
| | 96934 | HP6820S Laptop package |
| | 96935 | Smart board 600i |
| | 96937 | Ventric 510 PC |
| | 96938 | HP Compaq NV8430 Laptop |
| | 96939 | HP6710B Laptop |
| | 96940 | HPCompaq 8510P Lapop + docking |
| | 96941 | HP 6820S Laptop |
| | 96942 | Batteries for FLT |
| | 96943 | CSS90 Rec Flood Unit |
| | 96944 | Claremont |
| | 96950 | LG Monitors 22" x5 |
| | 96951 | HP Compaq 2710P |
| | 96952 | HP DC570 Desktop x3 |
| | 96953 | LG Widescreen monitor x3 |
| | 96954 | Pallets for Land Rover |
| | 96955 | Batteries for phase1/2 trucks |
| | 96956 | Orbis 400 HS Polisher |
| | 96957 | Combi Clean AT5 |
| | 96958 | Road Sweeper Scarab |
| | 96959 | ICMMM42 Large Ride-on Scrubber |
| | 96960 | ICMET65 Compact R/on Srcubber |
| | 96961 | ICM SMile 70 36v R/on Srcubber |
| | 96962 | FHP851 Scrubber / Burnisher |
| | 96963 | Towable suction unit |
| | 96964 | Battery changer beam |
| | 96965 | PCA05LFM XW4600 PC |
| | 96966 | GR679 ET HP6710b Notebook |
| | 96967 | HP Compaq DX2250 |
| | 96968 | 3x HP6710p Laptop /Docking station |
| | 96970 | Tables & chairs |
| | 96971 | Metal Tambour units |
| | 96972 | Tables & Chairs |
| | 96973 | HPO Operator Chairs |
| | 96975 | Fiat Ducato 2.3 120 |
| | 96976 | 2x Wheel width measurement |
| | 96977 | 2x Universal Hard Drive |
| | 96978 | Office Furniture CWT |
| | 96979 | Cabinet to house video conference |
| | 96980 | 2x LG Monitor |
| | 96982 | Inmess Bead seat optimisation |
| | 96983 | Claremont Building works |
| | 96984 | Interior Developments |

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| | 96985 | Interior Developments |
| | 96986 | Interior Developments |
| | 96987 | Cisco telephone system |
| | 96988 | Pallets Wheel & Tyre Assy |
| | 96989 | MMS Staker c/w 800 Forks |
| | 96990 | 26" wheel balancer |
| | 96991 | Datalagic RS232 Slot Scanner |
| | 96992 | Powered Floor Scarifier |
| | 96993 | Relocation Pirelli TPMS |
| | 96994 | TPMS Belt Conveyor |
| | 96995 | X150 / X350 Sequencing |
| | 96996 | Printer Room & Office |
| | 96997 | Steel Door & Step Extension |
| | 96998 | 10 X Flood lights& consumer un |
| | 96999 | Protection Barriers |
| | 97000 | Install CCTV System |
| | 97001 | Steel Door to Boiler room |
| | 97002 | Project Pro Software Licence |
| | 97003 | HP Colour Laserjet CP2025 DN |
| | 97004 | HP DL120 Pentium Server |
| | 97005 | 20 IN LCD W2042S x3 |
| | 97006 | HP DX2450 Desktop |
| | 97007 | HP DX2450 Desktop |
| | 97008 | Maple wood lectern |
| | 97009 | 2x HP compaq Destop + Monitors |
| | 97010 | Safestick 4GB secure flash dri |
| | 97011 | 3 x Reach Truck Batteries |
| | 97012 | 4 X Reach Truck Batteries |
| | 97013 | Tooling Conversion |
| | 97015 | Microsoft Enterprise Agreement |
| | 97016 | Cisco IP phone x 2 |
| | 97017 | HP dx2450 Athlon 1640B X2 |
| | 97020 | Protoll software V6.0 SP3 |
| | 97021 | VMware Virtual infrastructure |
| | 97022 | DX2450 ATHx2 + L1908W monitor |
| | 97023 | Computer + software Siemens PG |
| | 97024 | Netgear RNDX4210 2TB |
| | 97025 | Server Room Monitoring Hardwar |
| | 97026 | HP Elitebook 6930P |
| | 97027 | Lenovo Thinkcentre Intel Core2 |
| | 97028 | Microsoft Lifecam Cinema |
| | 97029 | Office furniture CWT |
| | 97030 | Iveco Eurocargo |

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| | 97032 | HP Proliant Servers/Ultrium Dr |
| | 97033 | Inline Vision System |
| | 97034 | Volvo Truck |
| | 97035 | Volvo Truck |
| | 97036 | HP EliteBook 2730p |
| | 97037 | Panasonic SDR Camcorder |
| | 97038 | MailStore Email Archiving |
| | 97039 | FormDocs Office Edition |
| | 97040 | Lenovo Thinkcentre M58P |
| | 97041 | CCTV 16 camera system + record |
| | 97042 | Autobahn DX2.2 Server Edition |
| | 97043 | HP Elite 2530P Notebook/Dockin |
| | 97044 | Camera CCTV Security System |
| | 97045 | Docking station/monitor |
| | 97046 | Stacker |
| | 97047 | Cisco Switch + installation |
| | 97048 | HP Elitebook 2730p Laptop+Dock |
| | 97049 | Towable Magnetic Sweeper |
| | 97050 | Lenovo Thinkcentre M58p SFF |
| | 97051 | HP Elitebook 2730p + Docking |
| | 97052 | Lenovo Desktop |
| | 97053 | HP Laserjet |
| | 97054 | Lenovo desktop x3 |
| | 97055 | Lenovo M58p Desktop X 8 |
| | 97056 | HP Elite book 84440p |
| | 97057 | HunterGSP9222 Wheelbalancer x5 |
| | 97058 | Decoder |
| | 97059 | Olympus Salt Spreader |
| | 97060 | Autocad LT 2010 |
| | 97061 | Navision Licences |
| | 97062 | Rear Axle Handler |
| | 97063 | 2 x HP Elitebook 8440p Noteboo |
| | 97064 | APC Smart-UPS rack mounted |
| | 97065 | HP Elitebook 2540p + Dock |
| | 97066 | 6 x Compaq 315 microtower PC + |
| | 97067 | GFI EndpointSecurity |
| | 97068 | HP Elitebook 2540p Core i5 |
| | 97069 | MRP System |
| | 97070 | HP EB 8440p core i5 |
| | 97071 | Samsung PS50C450B 50" Plasma T |
| | 97072 | HP Elitebook 2540P Core i5 |
| | 97073 | Air Con For server room |
| | 97074 | IT Infrastructure upgrade / re |

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| | 97075 | JLR Sequencing -network cable |
| | 97076 | Lenovo M58p destop IT Equip |
| | 97077 | HP Elitebook 8540p |
| | 97078 | Memory upgrade sever |
| | 97079 | HP Elitebook 8440p c/w docking |
| | 97080 | HP Elitebook 8440p c/w docking |
| | 97081 | Storage Cabinet / Locker |
| | 97082 | Nilfisk 1000 Rideon |
| | 97083 | Dulevo 52 Sweeiper |
| | 97084 | Lenovo M58P Destop x2 |
| | 97085 | Lenovo M58p Desktop PC X2 |
| | 97086 | Lenovo M58 Desktop PC |
| | 97087 | PC Hardware Inc 2x Lenovo M58p |
| | 97089 | Cisco Redundant Power Supply |
| | 97090 | Adobe Acrobat |
| | 97091 | HP Elitebook 8460p |
| | 97092 | HP Elitebook 8460p |
| | 97093 | HP Proliant DL380 G7 Servers f |
| | 97094 | Cisco Catalyst / HP Ultrium 30 |
| | 97095 | VM Ware Licence Upgrade |
| | 97096 | Plant to inc Dumper Truck |
| | 97097 | Karcher BR30/4 Floor Scubber D |
| | 97098 | Vauxhall Viivaro Van SWB 1.9CD |
| | 97099 | HP Elitebook 8460P + Docking |
| | 97100 | HP Elitebook 8460P + Docking |
| | 97101 | Niftylift HR12NED - 2005 |
| | 97102 | HP 2560P Laptop + Dock |
| | 97103 | Numatic Floormachines NuPower |
| | 97105 | Symc Backup Exec 2010 |
| | 97106 | Konica Minolta Magicolor 1690M |
| | 97107 | Samsung 51" HD Plasma |
| | 97108 | Ladder-less window cleaning sy |
| | 97109 | Used Triple Mast Forks |
| | 97110 | Sanyo XGA Projector |
| | 97111 | 3x Numatic Vacuum Cleaner |
| | 97112 | Laptops /Desktops Alstom |
| | 97113 | HP 6200 P MT core i5 |
| | 97114 | 2x Fujitsu Lifebook AH 530 |
| | 97115 | HP Compac Elite 8000 C/w 21.5" |
| | 97116 | HP P2055DN Mono Laser Printer |
| | 97117 | Vauxhall Insignia 2.0 CDTI |
| | 97118 | Seat Van |
| | 97119 | Dual-sided color printer |

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| | 97120 | Battery Charger Units X2 |
| | 97121 | Hyster powered pallet truck |
| | 97122 | HP 2560 Notebook c/w Docking |
| | 97123 | HP Elite 8200 |
| | 97124 | 2x Secure mesh trailer |
| | 97125 | Turntable Truck mesh box |
| | 97126 | 15x VCN1804 All Terrain Trolley |
| | 97128 | Truvox Multiwash |
| | 97129 | Liftronic Easy Lift Assistors |
| | 97130 | 2x Megamount 802 Fitting m/c |
| | 97131 | 3x DC7800SFF Computers + Monit |
| | 97132 | HP Elite 8460p |
| | 97133 | Fluke 6500 PAT Tester |
| | 97134 | HP EliteBook 8460p + docking s |
| | 97135 | Prochem Comet carpet cleaner |
| | 97136 | Protec Tyre Changer |
| | 97137 | HP Elitebook 8460p x 2 |
| | 97138 | Dreamweaver software |
| | 97139 | Barcode Sequencing System |
| | 97140 | Franking Machine IS-280 |
| | 97141 | HP Elitebook 8460p c/w docking |
| | 97142 | Fjitsu AH531 Laptop i3 6GB Ram |
| | 97143 | HP Elite 8200 SFF |
| | 97144 | HP Pro 3400 Microtower/Philips |
| | 97145 | HP Elite 8200 / Monitor |
| | 97146 | HP 8000 Elite c/w dock,monitor |
| | 97147 | Server for time & attendance s |
| | 97148 | Time & attendance system |
| | 97149 | HP Pro 3405 destop c/w monitor |
| | 97150 | Navision upgrade to 5.0 |
| | 97151 | HP Elitebook 8570p c/w docking |
| | 97152 | HP Elite 8300 SFF |
| | 97154 | Vauxhall Virvaro SWB 2.0 CDTI |
| | 97155 | HP Elite 2570p + Dock |
| | 97156 | IT Remote Desktop Service |
| | 97157 | HP Elitebook 8470p c/w dock |
| | 97158 | Brother Printer MFC-J6910DW |
| | 97159 | 100x Black Olympic chairs |
| | 97160 | HP IDS 2570p Laptop |
| | 97161 | Switch and network cables |
| | 97162 | 20x Cisco Phones + Licences |
| | 97163 | HP 8470p i5 core c/w docking |
| | 97164 | HP 8470p i5 core c/w docking |

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| | 97165 | HP ELITE 8300 SFF |
| | 97166 | Fujitsu Lifebook AH512 |
| | 97167 | CWT MRP Navision Upgrade |
| | 97168 | Ind Vacuum / Floor Polisher |
| | 97169 | HP 8570p Laptop |
| | 97170 | HP Compaq DC5800 Tower/Monitor |
| | 97171 | HP Compaq DC5800 Tower/Monitor |
| | 97172 | HP Pro 600B Microtower/Monitor |
| | 97173 | Veeam Backup & Replication |
| | 97174 | Numatic Floor Cleaners x2 |
| | 97175 | 50x Trexus Plus 2dr Lockers |
| | 97176 | Oki multifunction Printer MC33 |
| | 97177 | Coffetek Vitale Coffee Machine |
| | 97178 | Building Refurbishment |
| | 97179 | HP Elite 8300 x3 |
| | 97180 | 4x Wireless desktop + Monitors |
| | 97181 | 3x HP Elitebook 8570p |
| | 97183 | Sound Poofing Office PS |
| | 97184 | ADM Automation Assembly Line |
| | 97185 | HP Elite book8470p +dock |
| | 97186 | 2 x Nilfisk Hi Speed Polisher |
| | 97188 | CWT Refurbishment |
| | 97189 | Navision Licences |
| | 97190 | HP Elitebook 8470P |
| | 97191 | Nilfisk CS7000 / Nilfisk RS502 |
| | 97192 | Kyocera 2551 Color Printer |
| | 97193 | HP Elitebook 8570p Laptop |
| | 97194 | HP Elitebook 2570P |
| | 97195 | Veeam Backup software |
| | 97196 | HP Elitebook 840 + Dock + Moni |
| | 97197 | CQT CCTV System storage upgrad |
| | 97198 | Fujitsu Lifebook A544 Itel i3 |
| | 97199 | Hp Elitedesk 800 SFF |
| | 97200 | TAM Furniture |
| | 97201 | Halewood Site Office & equipme |
| | 97202 | Workstation/Pedestal / chair / |
| | 97203 | 25 % Deposit INDeX Telephone s |
| | 97204 | Sharp PG-M10S SVGA Projector |
| | 97205 | FIRE EXTINGUISHERS |
| | 97206 | HP Scanjet 7490C Scanner |
| | 97207 | Studioworks 17in monitor |
| | 97208 | Sage Software Deposit |
| | 97209 | Canon L200 Fax |

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| | 97210 | Crystal Reports 8.5 PRO |
| | 97211 | Payment for computer system |
| | 97212 | Double Pedestal Desk |
| | 97213 | Single Pedestal Desk |
| | 97214 | 2* 4 Drawer Filing cabinet |
| | 97215 | Cupboard 72" |
| | 97216 | 2* High Back operator chair |
| | 97217 | Panel end radial desk 1800mm |
| | 97218 | Desk high pedestal 3 drawer 80 |
| | 97219 | Desk high pedestal 3 drawer |
| | 97220 | Low Cupboard 715mm high |
| | 97221 | Cupboard shelf |
| | 97222 | Pull out filing cradle |
| | 97223 | Circular meeting table 1600 di |
| | 97224 | Chrome cantilever chairs * 4 |
| | 97225 | 50% Deposit for system order |
| | 97226 | Deposit for system order |
| | 97227 | Deposit for system order |
| | 97228 | HP LASERJET 4100DTN |
| | 97229 | EQUIUM 8100 M PENTIUM IV (Serv |
| | 97230 | Deposit for system order |
| | 97231 | Eyebath & Facewash fountain |
| | 97232 | General Purpose unheated showe |
| | 97234 | INDEX Telephone system BFH |
| | 97235 | INDEX Telephone system BFH |
| | 97236 | INDEX Telephone system BFH |
| | 97241 | Deposit for system order (Rema |
| | 97242 | 24 10* Compartment Lockers (Ne |
| | 97243 | Insulated Shutter for Tamworth |
| | 97244 | Crystal Enterprise Software Li |
| | 97245 | Analyst Financials Workbook g |
| | 97246 | OptiPlex GX270 SMT-P4 2.4Ghz/8 |
| | 97247 | OptiPlex GX270 SMT-P4 2.4Ghz/8 |
| | 97248 | HP Colour Laserjet 4600DTN (50 |
| | 97249 | HP Colour Laserjet 4600DTN (28 |
| | 97250 | HP Colour Laserjet 4600DTN (21 |
| | 97251 | TechDoc Help Files for Contrac |
| | 97252 | CB Crystal Enterprise Professi |
| | 97253 | 20 Twin Door Lockers |
| | 97254 | Six Way Charger * 3 |
| | 97255 | GPS340 Atex Radios * 6 |
| | 97256 | Neopost Franking M/C + 2kg Wei |
| | 97257 | Supply & Install Cabling / swi |

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| | 97258 | ELT Refurb - Preliminaries / D |
| | 97259 | ELT Refurb - Supply & Install |
| | 97260 | ELT Refurb - Supply & Install |
| | 97261 | ELT Refurb - Supply & Install |
| | 97262 | ELT Refurb - Supply & Lay Carp |
| | 97263 | ELT Refurb - VRV Three pipe He |
| | 97264 | ELT Refurb - Installation & Se |
| | 97265 | Installation of Intruder Alarm |
| | 97266 | Installation of CCTV (Doormind |
| | 97267 | Lightyears Boardroom Table 420 |
| | 97268 | Lightyears 3 Drawer Credenza 1 |
| | 97269 | Zante ZD Medium back cantileve |
| | 97270 | Bow-Top L-shape Desk 2100 x 18 |
| | 97271 | 3 Drawer underdesk standard pe |
| | 97272 | 2 Door/2 Drawer Bow Top combin |
| | 97273 | Glazed Bookcase Top for combin |
| | 97274 | Circular Table 1500 Diameter s |
| | 97275 | Opus High back chrome base lea |
| | 97276 | Opus Low back chrome cantileve |
| | 97277 | 3-Person Cluster 1200 Desks & |
| | 97278 | 1600H 1000W Tambour alder/silv |
| | 97279 | 720H 1000W Tambour alder/silve |
| | 97280 | Essential High Back PCB Adjust |
| | 97281 | Nobo Electric Projection Scree |
| | 97282 | IOMEGA NAS 400R 1.0TB SATA WSS |
| | 97283 | HP DI380 GS Server |
| | 97284 | Board Room Audio Visual System |
| | 97285 | Loc8/ new DSII Slotted shelf * |
| | 97286 | Loc8/ new DSII Pull out frame |
| | 97287 | 3-Person Cluster 1200 Desks & |
| | 97288 | Essential med back stacking ca |
| | 97289 | 1900H 1000W Tambour alder/silv |
| | 97290 | Loc8/ new DSII Slotted shelf * |
| | 97291 | Loc8/ new DSII Pull out frame |
| | 97292 | Loc8/ new DSII Slotted shelf * |
| | 97293 | Loc8/ new DSII Pull out frame |
| | 97294 | 720H 1000W Tambour alder/silve |
| | 97295 | Loc8/ new DSII Slotted shelf * |
| | 97296 | Loc8/ new DSII Pull out frame |
| | 97297 | RPK-4 OFSN wallmounted indoor |
| | 97298 | Portakabin 2nd hand (At Sita - |
| | 97299 | Sage Line 500 Additional Compa |
| | 97300 | Replacement Radio Repeater + A |

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| | 97301 | Maximiser Project 10% deposit |
| | 97303 | I.S PDA - 1GB c/w AC charger + |
| | 97304 | I.S PDA - 1GB c/w AC charger + |
| | 97305 | I.S PDA - 1GB c/w AC charger + |
| | 97306 | HP iPAQ 214 Enterprise Handhel |
| | 97307 | HP iPAQ 214 Enterprise Handhel |
| | 97308 | HP iPAQ 214 Enterprise Handhel |
| | 97309 | HP iPAQ 214 Enterprise Handhel |
| | 97310 | HP iPAQ 214 Enterprise Handhel |
| | 97311 | HP iPAQ 214 Enterprise Handhel |
| | 97312 | Maximiser V2 Five User Licence |
| | 97314 | Central Heating & Hot Water Bo |
| | 97315 | New Mesh Cage + assemble racki |
| | 97316 | Install Anti-Collapse (Coventr |
| | 97317 | Install Column Protectors (Cov |
| | 97318 | Install New Longspan Shelving |
| | 97319 | Maximiser V2 Five User Licence |
| | 97320 | 60/100 30x3 Plain Open Steel F |
| | 97321 | New Flooring and Drains 5m * 1 |
| | 97322 | Maximiser V2 User Licence & S |
| | 97323 | HP iPAQ 214 Enterprise Handhel |
| | 97324 | Lockers 10 * 2 persons + 1 six |
| | 97326 | Lockers 6 * 2 persons |
| | 97329 | Single Door Lockers nest of 3 |
| | 97330 | Two Door Locker 1800*300*300 |
| | 97331 | Mesh 2 Door Cabinet 1830*915*4 |
| | 97332 | GP340 Atex Radios * 3 |
| | 97333 | Special Cabinets 1830h x 915w |
| | 97334 | Motorola Global ES400 EDA |
| | 97335 | Motorola Global ES400 EDA |
| | 97336 | 2 Storey Modular Offices 12m x |
| | 97337 | Tri-Axle Curtainsider Trailer |
| | 97338 | Wiring & Control for wash off |
| | 97339 | Furnace Bay (WW Services) |
| | 97340 | Wash Area (WW Services) |
| | 97341 | Brian Robson Assocs (Feasibility) |
| | 97342 | Bar (Tamworth Steel Stockholder) |
| | 97343 | Used 19,932 ltr st steel tank |
| | 97344 | Tamworth Steel (Over Door Drive) |
| | 97345 | Nu-way (30% contract value) C |
| | 97346 | Consultancy Brian Robinson |
| | 97347 | Dixon Furnace Division (stacker) |
| | 97348 | Fan Engineering |

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| | 97349 | Dixon - Flexible sock insulation |
| | 97350 | RS Components (Alum front panel) |
| | 97351 | Oxygen probe & controller |
| | 97352 | Nu-Way (MPHA15 Burner & Quarl |
| | 97353 | Jackleg Cabin |
| | 97354 | MPHA 25 Hi/Lo Burner |
| | 97355 | Dry filter extract chamber |
| | 97356 | Fan Set (BFO) (6 off) |
| | 97357 | Cold Water Supply Tanks (1 off |
| | 97358 | Alloy Tower |
| | 97359 | Power Factor Correction Equipment |
| | 97360 | 4 x Yaskawa Electronic Invertor |
| | 97361 | Cruiser Towable 150 Ball GRITT |
| | 97362 | S/Steel Incinerator Door |
| | 97363 | Fuelmaster Tank |
| | 97364 | Squalo 3001 ride on Scrubber * |
| | 97365 | Kew 1740c Cold Water Pressure |
| | 97368 | Spare Battery 18F7 for Lincoln |
| | 97369 | 2 x EcoVac 200 110V 2KW 200L |
| | 97370 | Fiorentini UT42T |
| | 97371 | 24,000 Litre Tank |
| | 97374 | Acid Dip Stainless steel tank |
| | 97375 | 5 x Flexisil 2'6" Ducting |
| | 97376 | Dip Tank |
| | 97377 | SPANNERS CUTTERS ETC |
| | 97378 | DRILL + PARTS |
| | 97379 | SUBMERSIBLE PUMP,HEATER E 2* |
| | 97380 | EUROTHERM RELAYS (6 * off) |
| | 97381 | FAN REFURBISHMENT |
| | 97382 | RECON 2 CONTROL SEQUENCE |
| | 97383 | PADDLE BLADED FANS (2 off) |
| | 97384 | Install 2* 100a SUPPLIES FOR A |
| | 97385 | HYDROSTATIC TRANSMISSION |
| | 97386 | INVERTOR |
| | 97387 | 2 OFF CENTRIFUGAL FANS |
| | 97388 | LP SENSORS |
| | 97389 | 1 OFF GAS BOOSTER FAN |
| | 97390 | CABLE TRAY |
| | 97391 | TORQUE LIMITER |
| | 97392 | Gas Booster |
| | 97393 | Riello Gas Burner |
| | 97394 | MPHA 25 + Quuarl + Gas Train B |
| | 97395 | EUROTHERMS |

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| | 97396 | Afterburner refractory lining |
| | 97397 | BFO Oven |
| | 97398 | Flexible connections 4 off |
| | 97399 | BFO Door Plate |
| | 97400 | Manufacture Control Panel |
| | 97401 | T6 Tow Truck + 6 Cardboard Tra |
| | 97402 | 1* Smile 70 |
| | 97403 | Honeywell control Boxes |
| | 97404 | Hydrovane Compressor |
| | 97405 | HDP 52 HAMMELMANN PUMP |
| | 97406 | BAND SAW + CORDLESS DRILLS |
| | 97407 | VISIBLE EMISSION PANEL MONITOR |
| | 97408 | 5 Tonne SWL twin beam OETC 45% |
| | 97409 | Lincoln RO34 ride on scrubber |
| | 97410 | 1* FMX 500 EXT'DING JIB AT'MEN |
| | 97411 | BRADSHAWS T6 |
| | 97414 | 55KW BROOKS WORLD MOTOR (re-ci |
| | 97415 | STEEL BUND WITH SUPPORT FOR SK |
| | 97416 | Rodol Effluent treatment Pump |
| | 97418 | Alto ATS46 682064 (Ex XBR) |
| | 97419 | Bradshaws T6 108157 |
| | 97422 | Fiorentini ICM32NP Refurbishment |
| | 97429 | Bradshaws FB1 156652 |
| | 97430 | 5 Tonne SWL twin beam OETC 55% |
| | 97431 | High Pressure Water system |
| | 97432 | IP65 rated cable reeling drum |
| | 97439 | Mil-Tek 509 Balers * 2 |
| | 97441 | Rhino SCT5 Tow behind Magnet |
| | 97442 | N.S.S. Wrangler 33 F/B + Batte |
| | 97443 | N.S.S. Wrangler 33 F/B + Batte |
| | 97445 | Stainless Steel Hot Rolled Pla |
| | 97446 | Various Steel Bars for new Aci |
| | 97447 | Scaffold Tower |
| | 97448 | Refurb ATS 46 (TKS Scrubber Dr |
| | 97449 | Refurb ICM32 Pedestrian Scrubb |
| | 97451 | SRS NSS Champ 3529 ride on Scr |
| | 97452 | SRS NSS Champ 3529 ride on Scr |
| | 97453 | Semi-automatic Closed End Bale |
| | 97454 | Refurb Fiorentini MM34 Equip N |
| | 97456 | Refurb Alto 28 No 425S |
| | 97457 | Fiorentini I115 SS Battery pow |
| | 97458 | Fiorentini MM42 608 |
| | 97460 | Mini Mammoth 38 753M - Refurbi |

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| | 97461 | Powerboss TSS82 - Refurbished |
| | 97464 | Lincoln ATS46BE Ride-on Sweepe |
| | 97465 | Traction Battery 18 cell - 9PZ |
| | 97466 | Refurbish Burn off Oven at Tam |
| | 97467 | Refurbish Burn off Oven at Tam |
| | 97468 | Refurbish Burn off Oven at Tam |
| | 97469 | 8* Stainless Steel Chain Sling |
| | 97470 | Refurbish Burn off Oven at Tam |
| | 97471 | Hammelmann HDP70 multijet high |
| | 97472 | New Hydraulic BFO Door locking |
| | 97473 | Project Item No 2/3 b Door Cla |
| | 97474 | 6 * Item No 10 - Burner Gas mo |
| | 97475 | BFO - Project 12 - Power contr |
| | 97476 | Refurbish Burn off Oven at Tam |
| | 97477 | Refurbish Burn off Oven at Tam |
| | 97478 | Refurbish Burn off Oven at Tam |
| | 97479 | Refurbish Burn off Oven at Tam |
| | 97480 | Refurbish Burn off Oven at Tam |
| | 97481 | Control Panel Rebuild *2 |
| | 97482 | Electrical Instalation *2 |
| | 97483 | Stainless Steel Water filterat |
| | 97484 | Refurbish Burn off Oven at Tam |
| | 97485 | Refurbish Burn off Oven at Tam |
| | 97486 | Refurbish Burn off Oven at Tam |
| | 97487 | SnowEx Vee-Pro Spreader SP-600 |
| | 97491 | Fiorentini ICM26 * 2 |
| | 97495 | Fan Unit Assembly |
| | 97496 | Fiorentini ICM 32 (Alto Pedes |
| | 97497 | Fiorentini ICM 42 (MM42 Mini M |
| | 97499 | Fiorentini ICM 42 (MM42 Mini M |
| | 97500 | Fiorentini ICM 32 (Alto Pedes |
| | 97501 | Fiorentini ICM 42 (MM42 Mini M |
| | 97502 | Fiorentini ICM 32 (Alto Pedes |
| | 97503 | Fiorentini S34B-AOI 354 (UBF H |
| | 97504 | Fiorentini ICM 42 Pre Sweep |
| | 97505 | Fiorentini ICM Squalo 75 Ride |
| | 97507 | Brashaws FB1 |
| | 97508 | Purpose Built Cage Trailers fo |
| | 97510 | GB30L Mill Size Baler |
| | 97511 | Bradshaws T6 AC * 4 |
| | 97512 | Fiorentini UBF34E |
| | 97513 | Fiorentini I42TE |
| | 97517 | 17" Twintec (Refurbished M/C |

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| | 97519 | Build, Install & commission Ne |
| | 97520 | Installation of new duct (BFO |
| | 97525 | Automatic Shredder/Granulation |
| | 97526 | Automatic Shredder/Granulation |
| | 97527 | Automatic Shredder/Granulation |
| | 97528 | K'Archer HDS 7/9 4m 010204 |
| | 97529 | 8mm HMRS Tank 2600mm x 2050mm |
| | 97530 | Stainless Steel 304 Acid Tank |
| | 97531 | Fiorentini UBF 34 Sweeper |
| | 97532 | Fiorentini ICM 42 VT |
| | 97534 | Fiorentini ICM 42 VT |
| | 97535 | Applied Sweepers Green Machine |
| | 97536 | Stainless Steel Acid Tank 3m |
| | 97537 | Egholm 2200 * 2 |
| | 97538 | Salt sand Spreaders * 2 for Eg |
| | 97539 | Snow V-Blade GMR * 2 for Eghol |
| | 97541 | Stripper Tank * 1 |
| | 97542 | SnowEx SP-6000 Salt Spreader - |
| | 97543 | Fiorentini TX040 A 703T0245 |
| | 97544 | Fiorentini TX040 A Tow Tug - 1 |
| | 97545 | Bradshaws T6 Tow Tug |
| | 97546 | Bradshaws T6 Tow Tug |
| | 97547 | Numatic Twintec TTB3450T |
| | 97548 | BR1100S Ride on Scrubber / Dri |
| | 97549 | SC800-71 Pedestrian Srcubber/D |
| | 97550 | SC800-71 Pedestrian Srcubber/D |
| | 97551 | SC800-86 Pedestrian Scrubber/D |
| | 97552 | ICM Fiorentini Max 109 Ride sw |
| | 97553 | BA410 Pedestrian Scrubber / Dr |
| | 97554 | Dry Fusion Machine inc. Drive |
| | 97556 | Nilfisk FM400 H UK High Speed |
| | 97558 | CSS82 Scrubber Drier |
| | 97559 | Armadillo SW9XT Sweeper |
| | 97561 | 40' Scaffold Tower |
| | 97562 | CSS82 Scrubber Drier |
| | 97563 | Power Boss SW62 Badger |
| | 97564 | Mobile Vac System 3 phase 18 H |
| | 97566 | HP Elitebook 850 15.6" |
| | 97567 | HP Elitedesk 800 + HP Laserjet |
| | 97568 | Nilfisk Ride On Sweeper/Scrubb |
| | 97569 | BR1100S Ride-On Scrubber x2 |
| | 97570 | Fiorentini Smile 80 Ride On |
| | 97571 | Mini Mommoth Ride On |

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| | 97572 | Powerboss SW62 Ride On |
| | 97573 | IQ-PFS PM3 + Printer Sealer |
| | 97574 | Nilfisk BR755 Ride on Scrubber |
| | 97575 | Nilfisk BR755 Srubber+BA531d |
| | 97576 | HP Elitebook 720 |
| | 97577 | HP Elitedesk 800 |
| | 97578 | HP Elitedesk 800 SFF |
| | 97579 | 3x HP Elitebook 850 Laptop+doc |
| | 97580 | HP Elitebook 850+Dock |
| | 97581 | HP Elitebook 850+Dock+case |
| | 97582 | HP Elitebook 850+Dock+case |
| | 97583 | HP Elitebook 850+Dock+case |
| | 97584 | 2x HP Elitebook 840 Laptop |
| | 97585 | IT VMWare Replication for CWT |
| | 97586 | VM Licences for HRM & Payroll |
| | 97587 | GM Ellesmere Port SILS |
| | 97588 | Netvoyager Thin Clients X 50 |
| | 97589 | Inight Printers SILS |
| | 97590 | Printer Framework |
| | 97591 | Kyocera Task Alfa 2251 Printer |
| | 97592 | 3x Curtain side Trailers |
| | 97593 | Karcher Pressure Washer HDS-E8 |
| | 97594 | HP Elitebook 850 + Dock |
| | 97595 | HP Elitedesk 800 SFF x 11 |
| | 97596 | HP Elitedesk 800 SFF |
| | 97597 | HP Elitedesk 800 SFF |
| | 97598 | HP Elitedesk 800 SFF x2 |
| | 97599 | HP Elitedesk 800 SFF |
| | 97601 | SR1101 Ride On Sweeper |
| | 97602 | SR SW4000B Sweeper x2 |
| | 97603 | BR 1300S Ride On Scrubber x2 |
| | 97604 | BR1300S Ride On Scrubber x4 |
| | 97605 | SR SW4000B Sweeper x2 |
| | 97606 | Janitorial Trolley Contico x10 |
| | 97607 | Janitorial Trolley Contico x5 |
| | 97608 | IVB-961-OL Industrial Vacuum |
| | 97609 | IVB-961-OL Industrial Vacuum |
| | 97610 | Triple Motor Vacuum 100ltr |
| | 97611 | Triple Motor Vacuum 100ltr |
| | 97612 | Twin Motor Vacuum 100Ltr |
| | 97613 | IVB-961-OL Industrial Vacuum |
| | 97617 | Microsoft Surface Pro 38GB |
| | 97618 | High Pressure Tank cw agitator |

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| | 97619 | BR 1300S Ride On Scrubber X2 |
| | 97620 | BR 752C Ride On Scrubber Drier |
| | 97621 | BR 1300S Ride On Scrubber |
| | 97622 | BR 752C Ride On Scrubber Drier |
| | 97623 | Kotter Insertion Valve Tool |
| | 97626 | Exhaust Fan |
| | 97627 | High Pressure Tank- Soap M/c |
| | 97628 | HP Elitedesk 800 SFF |
| | 97629 | HP Elitedesk 800 SFF |
| | 97630 | HP Elitebook 850 |
| | 97631 | HP Elitebook 840 |
| | 97632 | HP Elitebook 850 |
| | 97633 | HP Elitebook 820 |
| | 97634 | HR / Payroll System |
| | 97635 | GM Ellesmere Port SILS IT Feed |
| | 97636 | Schenck Balancer and Auditor |
| | 97637 | HP Elitedesk |
| | 97638 | Autocad |
| | 97639 | HP Elitebook 840 |
| | 97640 | HP Elitebook |
| | 97641 | HP Elitebook |
| | 97642 | HP Elitebook 850 |
| | 97643 | HP Elitebook 850 |
| | 97644 | BG10 EKG Citroen Berlingo |
| | 97645 | Nice Label Standard Edition |
| | 97646 | HP EliteDesk |
| | 97647 | Waste Balers |
| | 97648 | HP Elitedesk 800 |
| | 97649 | Air Particle Counter |
| | 97650 | HP Elitebook 850 |
| | 97652 | Workshop Equipment & Tools |
| | 97653 | IT Systems |
| | 97654 | Nilfisk BR 1300S Scubber Drier |
| | 97655 | Nilfisk BA551 CD Scubber Drier |
| | 97656 | Nilfisk BA551CD Scrubber Drier |
| | 97657 | AO Printer |
| | 97658 | Robot Tyre & Rim loader |
| | 97660 | Scrubber BR752 W/Bat.Charger |
| | 97661 | Hp Elitebook 840+Dock |
| | 97662 | HP Elitedesk 800 SFF |
| | 97664 | HP Elitedesk 800 SFF |
| | 97665 | HP Elitebook 850 |
| | 97666 | HP Elitedesk 800 SFF |

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| | 97667 | HP Elitedesk 800 SFF |
| | 97668 | HP Elite Desk 800 |
| | 97669 | HP Elite Desk 800 |
| | 97670 | HP Elite Desk 800 |
| | 97671 | HP Elitebook 850 + Dock |
| | 97672 | HPC BS61 Compressor |
| | 97673 | Scaffold Tower 5.2M |
| | 97675 | HP Elitebook 850 |
| | 97676 | HP Elitebook 820 +doc/Display |
| | 97771 | Sequencing Centre CWT |
| | 97772 | JLR Web Based Interface |
| | 97774 | HP Elitedesk 800 SFF |
| | 97775 | Navision Project Central Store |
| | 97776 | Navision Project Tamworth |
| | 97777 | Apple Ipad x5 |
| | 97778 | Kyocera Photocopier |
| | 97780 | HP EliteDesk 800 G Mni |
| | 97781 | HP EliteDesk 800 SFF |
| | 97782 | HP Elitedesk 800 SFF |
| | 97783 | City Ranger 2250 |
| | 97785 | Dual Screen Display + graphics |
| | 97786 | Boulder Air Particle Counter |
| | 97787 | IPAD Pro Wi-Fi 128GB |
| | 97788 | IPAD Pro Wi-Fi 128GB |
| | 97795 | HP Elitebook 840 + Dock |
| | 97796 | HP Elitebook 840 |
| | 97797 | Apple Ipad Mini 16GB + Isurviv |
| | 97798 | Apple Ipad Mini 16GB + Isurviv |
| | 97799 | Apple Ipad Mini 16GB + Isurviv |
| | 97800 | Apple Ipad Mini 16GB + Isurviv |
| | 97801 | Apple Ipad Mini 16GB + Isurviv |
| | 97802 | HP Elitebook 720 |
| | 97803 | HP EliteDesk 800 |
| | 97804 | HP EliteDesk 800 |
| | 97805 | HP Elitebook 840 |
| | 97806 | HP Elitebook 840 |
| | 97807 | HP Elitebook 850 + Dock |
| | 97808 | Server to host Navision 2013 |
| | 97809 | Precedent Electric Vehicle |
| | 97810 | HP Elitebook 850 c/w Dock |
| | 97811 | HP Thin Client T620 x5 |
| | 97812 | HP Elitebook 850 c/w Dock |
| | 97813 | HP Elitedesk 800 |

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| | 97814 | HP Elitebook 850 c/w Dock |
| | 97815 | HP Elitebook 850 c/w Dock |
| | 97816 | Epson EB-X27 Projector |
| | 97817 | Cabling to facilitate Kronos |
| | 97818 | HP EliteDesk 800 x2 + display |
| | 97819 | HP Elitebook 850 |
| | 97820 | HP Elitebook 850 |
| | 97821 | HP Elitebook 850 c/w dock |
| | 97822 | HP Elitebook 850 c/w dock |
| | 97823 | HP Elitebook 850 c/w dock |
| | 97824 | HP Elitebook 850 c/w dock |
| | 97825 | HP Elitebook 850 c/w dock |
| | 97826 | Victor V-98 Battery Tub Vacuum |
| | 97827 | HP Elitedesk 800 |
| | 97828 | HP Elitebook 850 c/w dock |
| | 97829 | Kyocera 3500I Photocopier |
| | 97832 | New Offices for directors |
| | 97833 | HP EliteDesk 800 |
| | 97834 | HP EliteDesk 800 |
| | 97835 | Optoma ML1500E Projector |
| | 97836 | HP EliteDesk 800 |
| | 97837 | HP Elitebook 840 + Dock |
| | 97838 | Cisco Network Switch SG500-52 |
| | 97839 | HP EliteDesk 800 |
| | 97840 | HP EliteDesk 800 |
| | 97841 | HP EliteDesk 800 |
| | 97842 | HP EliteDesk 800 |
| | 97843 | 6 x HP EliteDek 800 |
| | 97844 | 3 x HP EliteDesk 800 |
| | 97845 | LAPTOP P SOUTHERN |
| | 97848 | DESKTOP S NIXON |
| | 97849 | GOLF BUGGY JLR EMC |
| | 97850 | HP Elitedesk 800 |
| | 97851 | HP Elitedesk 800 |
| | 97852 | HP EliteBook 850 Laptop |
| | 97853 | HP EliteBook 850 |
| | 97854 | HP EliteBook 850 |
| | 97855 | HP Elitebook 850 |
| | 97856 | Imop Scrubber Drier |
| | 97857 | HP EliteBook |
| | 97858 | Kyocera Taskalfa Full Colour Copier |
| | 97859 | HP EliteBook 850 |
| | 97860 | HP Elitebook 850 |

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| | 97861 | Three Kyocera TA2551CI Colour Copiers |
| | 97862 | HP EliteBook 840 |
| | 97863 | Kyocera TA2551CI Colour Copier |
| | 97864 | HP EliteBook 850 |
| | 97865 | HP EliteBook 850 |
| | 97866 | CW&T- Wheel & Tyre Assembly Line |
| | 97867 | HP Zbook 15 G3 FHD |
| | 97868 | HP Zbook 15 G3 FHD |
| | 97869 | HP Elitedesk 800 G2 Mini |
| | 97870 | HP Elitebook 850 |
| | 97871 | HP Elitebook 850 |
| | 97872 | HP Elitebook 850 |
| | 97873 | HP Elitebook 850 |
| | 97874 | HP Elitedesk 800 |
| | 97875 | HP Elitebook 820 |
| | 97876 | KYOCERA PHOTOCOPIER |
| | 97877 | KYOCERA PHOTOCOPIER |
| | 97878 | KYOCERA PHOTOCOPIER |
| | 97880 | Backup Solution For Voith Production Servers |
| | 97881 | HP Elitebook 820 |
| | 97882 | CWT - Bentley Contract |
| | 97883 | HP ELITEBOOK 820 G3 |
| | 97884 | HP ELITEDESK 800 |
| | 97885 | HP ELITEDESK 800 G2 MINI |
| | 97886 | HP ELITEDESK MINI |
| | 97887 | HP ELITEBOOK 850 G3 |
| | 97888 | ELLIOT COURT RFURBISHMENTS |
| | 97889 | Transport Audit Management & Compliance Software |
| | 97890 | Backup solution for production network |
| | 97891 | Road Cleaning Carts |
| | 97892 | Development Of Nav to support Stock Management |
| | 97893 | HP Elitebook 850 G3 |
| | 97894 | HP Elitebook 850 G3 |
| | 97896 | HP Elitebook 840 G3 HD |
| | 97897 | ELLESMERE PORT W&T SERVER |
| | 97898 | EP COMMS ROOM RELOCATION |
| | 97899 | HP DESKTOP AND MONITOR |
| | 97900 | HP DESKTOP AND MONITOR |
| | 97901 | HP DESKTOP AND MONITOR |
| | 97902 | AIRFLEX STORM CARPET CLEANING MACHINE |

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| | 97903 | AIRFLEX STORM CARPET CLEANER |
| | 97904 | AIRFLEX STORM CARPET CLEANER |
| | 97905 | PULL SYSTEM |
| | 97906 | HP ELITEDESK 800 |
| | 97907 | HP ELITEDESK 800 |
| | 97908 | PALLET TRUCK |
| | 97909 | HP ELITEDESK 800 |
| | 97910 | HP ELITEDESK 800 |
| | 97911 | ELLESMERE PORT COMMS RELOCATION |
| | 97912 | SCANIA SHUNTING UNIT |
| | 97913 | AIRFLEX 600 CARPET CLEANER |
| | 97914 | CAUSTIC SODA TANK |
| | 97915 | HP Elitebook 840 |
| | 97916 | HP Elitebook 840 |
| | 97917 | Samung Tablet |
| | 97918 | Nilfisk MH 4M Hot pressure washer |
| | 97919 | Nilfisk MH 4M Hot pressure washer |
| | 97920 | Nilfisk MH 4M Hot pressure washer |
| | 97921 | Nilfisk MH 4M Hot pressure washer |
| | 97922 | Nilfisk MH 4M Hot pressure washer |
| | 97923 | CS7000 Ride On Scrubber/Sweeper |
| | 97924 | CS7000 Ride On Scrubber/Sweeper |
| | 97925 | CS7000 Ride On Scrubber/Sweeper |
| | 97926 | CS7000 Ride On Scrubber/Sweeper |
| | 97927 | CS7000 Ride On Scrubber/Sweeper |
| | 97928 | CS7000 Ride On Scrubber/Sweeper |
| | 97929 | SC6000 860D Ride On Scrubber |
| | 97930 | SC6000 860D Ride On Scrubber |
| | 97931 | SC6000 860D Ride On Scrubber |
| | 97932 | SC6000 860D Ride On Scrubber |
| | 97933 | SC6500 1300mm Batt Ride On Scrubber |
| | 97934 | SC800 Pedestrian |
| | 97935 | SC6500 1300mm Batt Ride On Scrubber |
| | 97936 | Network equipment for Academy Drive |
| | 97937 | Samsung Tablets |
| | 97938 | Arriva Laptop |
| | 97940 | Bradshaw FB850 Truck |
| | 97941 | Bradshaw FB850 Truck |
| | 97942 | Bradshaw T800 Tow Tug |
| | 97943 | Bradshaw T800 Tow Tug |
| | 97944 | Bradshaw T800 Tow Tug |
| | 97945 | Bradshaw T800 Tow Tug |

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| | 97946 | Bradshaw T800 Tow Tug |
| | 97947 | CS7000 LPG Ride On Scrubber / Sweeper |
| | 97948 | BR 1300S Ride on Scrubber |
| | 97949 | BR 1300S Ride on Scrubber |
| | 97950 | 1 x SW4000 Ride on Sweeper |
| | 97951 | CS7000 LPG Ride On Scrubber / Sweeper |
| | 97952 | CS7000 LPG Ride On Scrubber / Sweeper |
| | 97953 | CS7000 LPG Ride On Scrubber / Sweeper |
| | 97954 | CS7000 LPG Ride On Scrubber / Sweeper |
| | 97955 | Nilfisk CS7000 Electric |
| | 97956 | SC6500 1300mm Batt Ride ON Sweeper |
| | 97957 | SC800 Pedestrian |
| | 97958 | SC800 Pedestrian |
| | 97959 | SC800 Pedestrian |
| | 97960 | SC800 Pedestrian |
| | 97961 | SC800 Pedestrian |
| | 97962 | 5071 - SC400 single pad scrubber drier |
| | 97963 | CR2250 Diesel Sub Compact Roadsweeper |
| | 97970 | Hand Cart |
| | 97971 | Imops |
| | 97972 | Imops |
| | 97973 | SC430 scrubber |
| | 97974 | SC430 scrubber |
| | 97977 | 5071 - SC400 single pad scrubber drier |
| | 97978 | iMOP |
| | 97979 | Nilfisk BR755 Battery Ride on scrubber drier |
| | 97980 | 5071 - SC400 single pad scrubber drier |
| | 97982 | Powerboss SW62E Sweeper – Rework |
| | 97983 | Furniture for 'Leadec House' |
| | 97984 | FIT OUT WORKS FOR 'LEADEC HOUSE' |
| | 97985 | NGA & KRONOS BESPOKE |
| | 97986 | Laptop for Paul Kemp - HP Elitebook 850 G3 |
| | 97987 | Laptop for Sitle Chauhan - HP Elitebook 850 G3 |
| | 97988 | Reception Fit Out 'Leadec House' |
| | 97989 | Limelight Financial Planning Software |
| | 97990 | 'Leadec House' Telephone system |
| | 97991 | Chairs for 'Leadec House' |
| | 97993 | Airflex 800 Carpet Cleaning Machine |
| | 97994 | HP Elitebook 820 - Executive Assistant |
| | 97995 | HP Elitebook 820 |

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| | 97996 | Signage 'Leadec House' |
| | 97997 | EP Marshalling Hardware |
| | 97998 | EP Marshalling Hardware |
| | 97999 | HP Desk top & Monitor for Stores |
| | 98001 | HP Elitebook 850 G3FHD + docking station + monitor |
| | 98002 | HP EliteBook 800 G2 Mini |
| | 98003 | Laptop & Docking Station |
| | 98004 | Trailer for VAA |
| | 98005 | Scania R440 Tractor Unit |
| | 98006 | Scania R440 Tractor Unit |
| | 98007 | Scania R440 Tractor unit |
| | 98008 | Trailer for X82 SILS |
| | 98009 | Trailer for X82 SILS |
| | 98010 | Trailer for X82 SILS |
| | 98011 | Trailer for X82 SILS |
| | 98012 | Powered Waste Trolley |
| | 98013 | Laptop for Head of Procurement |
| | 98014 | TV for Leadec House meeting room |
| | 98015 | Leasehold improvements to Leadec House |
| | 98016 | Replacement laptop - Preston Manager |
| | 98017 | Replacement laptop for Steve Smith |
| | 98018 | New laptop for new Arriva Ops Manager |
| | 98019 | Pipe Cleaner Assembly |
| | 98020 | Multifunction Photocopier |
| | 98021 | Scania R440 Tractor Unit |
| | 98022 | Scania R440 tractor unit |
| | 98023 | Scania R440 tractor unit |
| | 98024 | EP Pre-Engine Line rebalance |
| | 98025 | EP Wheel Covers scanners |
| | 98026 | Pipe Cleaning Assembly |
| | 98028 | Ellesmere Port Kronos Installation - Payroll Digit |
| | 98029 | Software TPMS Antenna System |
| | 98030 | WAW - Minitab 18 - Lee Smith |
| | 98032 | Hoist Unit for overhead crane |
| | 98033 | Refurbishment of Burn off oven |
| | 98034 | Sulphuric Acid Tank 3m x 1.5m x 1.3m |
| | 98035 | Additional work to the Pull System |
| | 98036 | Pirana CMMS for EMC |
| | 98037 | Pirana CMMS for Hwd |
| | 98038 | Pirana CMMS for JCB |
| | 98039 | Kronos installation |

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| | 98040 | Kronos installation |
| | 98041 | Laptop & docking station |
| | 98042 | Nilfisk Pedestrian floor scrubbers |
| | 98043 | Laptop & docking station for Opex |
| | 98044 | Tablets for pirana |
| | 98046 | Kronos installation at LRS |
| | 98047 | Shire Pirana - 5 licenses and set up |
| | 98048 | NASBox Replacement |
| | 98049 | Shire Pirana - CMMS |
| | 98050 | 2 off Jura Coffee machines |
| | 98051 | Tow Tug |
| | 98052 | Network line upgrade |
| | 98053 | QHSE Master Document Control Function |
| | 98054 | Laptop for Category buyer |
| | 98055 | Laptop (Lenovo X1 Carbon) for CEO |
| | 98056 | Limelight migration to the cloud |
| | 98057 | X1 Carbon Laptop |
| | 98058 | Kronos Clocks for arriva (9off) |
| | 98061 | Arriva Kronos implementation PM costs |
| | 98062 | VM Luton Kronos Clocks |
| | 98065 | VM Luton Kronos Implementation |
| | 98066 | JLR SVO Kronos Clocks |
| | 98069 | JLR SVO Kronos Implementation |
| | 98070 | JLR EMC Kronos Clocks |
| | 98073 | JLR EMC Kronos Implementation |
| | 98074 | Alstom Kronos Clocks |
| | 98077 | Alstom Kronos Implementaion |
| | 98078 | Bentley Kronos Clocks |
| | 98081 | Bentley Kronos Implementation |
| | 98082 | Ford Kronos Clocks |
| | 98085 | Ford Kronos Implementation |
| | 98086 | Maier Kronos Clocks |
| | 98089 | Maier Kronos Implementation |
| | 98090 | Tamworth Kronos Clocks |
| | 98093 | Tamworth Kronos Implementation |
| | 98094 | Metroline Kronos Clocks |
| | 98097 | Metroline Kronos Implementation |
| | 98098 | Lenovo TC M710q Desktop |
| | 98099 | Lenovo TC M710q Desktop |
| | 98100 | Lenovo TC M710q Desktop |
| | 98101 | Lenovo TC M710q Desktop |
| | 98102 | Lenovo TC M710q Desktop x2 |
| | 98103 | Lenovo TC M710q Desktop X3 |

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| | 98104 | Lenovo TC M710q Desktop |
| | 98105 | Lenovo TC M710q Desktop x 11 |
| | 98106 | Lenovo TC M710q Desktop |
| | 98107 | Lenovo TC M710q Desktop x2 |
| | 98108 | Lenovo TC M710q Desktop |
| | 98109 | Lenovo TC M710q Desktop x4 |
| | 98110 | Lenovo TC M710q Desktop |
| | 98111 | Lenovo TC M710q Desktop x15 |
| | 98112 | Lenovo TC M710q Desktop x2 |
| | 98113 | Lenovo TC M710q Desktop |
| | 98114 | Lenovo TC M710q Desktop x5 |
| | 98115 | Lenovo TC M710q Desktop x4 |
| | 98116 | Lenovo TC M710q Desktop x3 |
| | 98117 | Lenovo TC M710q Desktop |
| | 98118 | Lenovo TC M710q Desktop |
| | 98119 | Lenovo TC M710q Desktop |
| | 98120 | Lenovo TC M710q Desktop x4 |
| | 98121 | Lenovo TC M710q Desktop x3 |
| | 98122 | Lenovo TC M710q Desktop |
| | 98123 | Lenovo TC M710q Desktop |
| | 98124 | Lenovo TC M710q Desktop |
| | 98125 | Lenovo TC M710q Desktop x2 |
| | 98126 | Lenovo TC M710q Desktop x2 |
| | 98127 | Lenovo TC M710q Desktop x2 |
| | 98128 | Lenovo TC M710q Desktop x2 |
| | 98129 | Lenovo TC M710q Desktop x3 |
| | 98130 | Lenovo TC M710q Desktop |
| | 98131 | Lenovo TC M710q Desktop x2 |
| | 98132 | Lenovo TC M710q Desktop x4 |
| | 98133 | Lenovo TC M710q Desktop |
| | 98134 | Lenovo TC M710q Desktop x2 |
| | 98135 | Lenovo TC M710q Desktop |
| | 98136 | Lenovo MIIX 520 Tablet |
| | 98137 | Lenovo MIIX 520 Tablet x3 |
| | 98138 | Lenovo MIIX 520 Tablet |
| | 98139 | Lenovo MIIX 520 Tablet |
| | 98140 | Lenovo Thinkpad X270 Ultrabook |
| | 98141 | Lenovo Thinkpad T570 Ultrabook x4 |
| | 98142 | Lenovo Thinkpad T570 Ultrabook |
| | 98143 | Lenovo Thinkpad T570 Ultrabook x3 |
| | 98144 | Lenovo Thinkpad T570 Ultrabook x2 |
| | 98145 | Lenovo Thinkpad T570 Ultrabook x3 |
| | 98146 | Lenovo Thinkpad T570 Ultrabook |

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| | 98147 | Lenovo Thinkpad T570 Ultrabook x2 |
| | 98148 | Lenovo Thinkpad T570 Ultrabook |
| | 98149 | Lenovo Thinkpad T570 Ultrabook x2 |
| | 98150 | Lenovo Thinkpad T570 Ultrabook x3 |
| | 98151 | Lenovo Thinkpad T570 Ultrabook |
| | 98152 | Lenovo Thinkpad T570 Ultrabook |
| | 98153 | Lenovo Thinkpad T570 Ultrabook x3 |
| | 98154 | Lenovo Thinkpad T570 Ultrabook |
| | 98155 | Lenovo Thinkpad T570 Ultrabook |
| | 98156 | Lenovo Thinkpad T570 Ultrabook |
| | 98157 | Lenovo Thinkpad T570 Ultrabook x4 |
| | 98158 | Lenovo Thinkpad T570 Ultrabook |
| | 98159 | Lenovo Thinkpad T570 Ultrabook x3 |
| | 98160 | Lenovo Thinkpad T570 Ultrabook x2 |
| | 98161 | Lenovo Thinkpad T570 Ultrabook |
| | 98162 | Lenovo Thinkpad T570 Ultrabook x2 |
| | 98163 | Lenovo Thinkpad T570 Ultrabook x2 |
| | 98164 | Lenovo Thinkpad T570 Ultrabook x2 |
| | 98165 | Lenovo Thinkpad T570 Ultrabook x2 |
| | 98166 | Lenovo Thinkpad T570 Ultrabook x3 |
| | 98167 | Lenovo Thinkpad T570 Ultrabook x3 |
| | 98168 | Lenovo Thinkpad T570 Ultrabook |
| | 98169 | Lenovo Thinkpad T570 Ultrabook |
| | 98170 | Lenovo Thinkpad T570 Ultrabook |
| | 98171 | Lenovo Thinkpad T570 Ultrabook |
| | 98172 | Lenovo Thinkpad T570 Ultrabook |
| | 98173 | Lenovo Thinkpad T570 Ultrabook x2 |
| | 98174 | Lenovo Thinkpad T570 Ultrabook |
| | 98175 | Software package for PC 's & Laptops |
| | 98176 | Software package for PC 's & Laptops x5 |
| | 98177 | Software package for PC 's & Laptops x2 |
| | 98178 | Software package for PC 's & Laptops x3 |
| | 98179 | Software package for PC 's & Laptops x3 |
| | 98180 | Software package for PC 's & Laptops x4 |
| | 98181 | Software package for PC 's & Laptops |
| | 98182 | Software package for PC 's & Laptops x2 |
| | 98183 | Software package for PC 's & Laptops x3 |
| | 98184 | Software package for PC 's & Laptops x5 |
| | 98185 | Software package for PC 's & Laptops x3 |
| | 98186 | Software package for PC 's & Laptops |
| | 98187 | Software package for PC 's & Laptops x4 |
| | 98188 | Software package for PC 's & Laptops |
| | 98189 | Software package for PC 's & Laptops |

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| | 98190 | Software package for PC 's & Laptops |
| | 98191 | Software package for PC 's & Laptops x4 |
| | 98192 | Software package for PC 's & Laptops x2 |
| | 98193 | Software package for PC 's & Laptops |
| | 98194 | Software package for PC 's & Laptops |
| | 98195 | Software package for PC 's & Laptops x15 |
| | 98196 | Software package for PC 's & Laptops |
| | 98197 | Software package for PC 's & Laptops |
| | 98198 | Software package for PC 's & Laptops x5 |
| | 98199 | Software package for PC 's & Laptops x3 |
| | 98200 | Software package for PC 's & Laptops |
| | 98201 | Software package for PC 's & Laptops x2 |
| | 98202 | Software package for PC 's & Laptops x6 |
| | 98203 | Software package for PC 's & Laptops |
| | 98204 | Software package for PC 's & Laptops x2 |
| | 98205 | Software package for PC 's & Laptops x2 |
| | 98206 | Software package for PC 's & Laptops x3 |
| | 98207 | Software package for PC 's & Laptops x18 |
| | 98208 | Software package for PC 's & Laptops x2 |
| | 98209 | Software package for PC 's & Laptops |
| | 98210 | Software package for PC 's & Laptops x5 |
| | 98211 | Software package for PC 's & Laptops |
| | 98212 | Software package for PC 's & Laptops |
| | 98213 | Software package for PC 's & Laptops x5 |
| | 98214 | Software package for PC 's & Laptops x3 |
| | 98215 | Software package for PC 's & Laptops x2 |
| | 98216 | Software package for PC 's & Laptops |
| | 98217 | Software package for PC 's & Laptops |
| | 98218 | Software package for PC 's & Laptops x5 |
| | 98219 | Software package for PC 's & Laptops x5 |
| | 98220 | Software package for PC 's & Laptops |
| | 98221 | Software package for PC 's & Laptops |
| | 98222 | Software package for PC 's & Laptops |
| | 98223 | Software package for PC 's & Laptops x2 |
| | 98224 | Software package for PC 's & Laptops x2 |
| | 98225 | Software package for PC 's & Laptops x2 |
| | 98226 | Software package for PC 's & Laptops x2 |
| | 98227 | Software package for PC 's & Laptops x3 |
| | 98228 | Software package for PC 's & Laptops |
| | 98229 | Software package for PC 's & Laptops x2 |
| | 98230 | Software package for PC 's & Laptops x4 |
| | 98231 | Software package for PC 's & Laptops |
| | 98232 | Software package for PC 's & Laptops x3 |

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| | 98233 | Software package for PC 's & Laptops |
| | 98234 | Battery Box |
| | 98235 | Battery Box |
| | 98236 | Battery Box |
| | 98237 | Battery Box |
| | 98238 | Battery Box |
| | 98239 | Battery Box |
| | 98240 | Battery Box |
| | 98241 | Battery Box |
| | 98242 | Battery Box |
| | 98243 | Battery Box |
| | 98244 | Battery Box |
| | 98245 | Battery Box |
| | 98246 | Battery Box |
| | 98247 | Battery Box |
| | 98248 | Battery Box |
| | 98249 | Battery Box |
| | 98250 | Battery Box |
| | 98251 | Battery Box |
| | 98252 | Battery Box |
| | 98253 | Battery Box |
| | 98254 | Lenovo Thinkpad T580 Ultrabook + Dock |
| | 98255 | Lenovo Thinkpad T580 Ultrabook + Dock |
| | 98256 | SAP Waste & Recycling One Software Solution |
| | 98257 | Lenovo Thinkpad T580 Ultrabook + Dock |
| | 98259 | Lenovo Thinkpad T580 Ultrabook + Dock |
| | 98260 | Lenovo TC M720q Desktop |
| | 98261 | Lenovo Thinkpad T580 Ultrabook + Dock |
| | 98262 | Cortinia Document Capture Software |
| | 98263 | Lenovo Thinkpad T580 Ultrabook + Dock |
| | 98264 | Lenovo Thinkpad T580 Ultrabook + Dock |
| | 98265 | Lenovo Thinkpad T580 Ultrabook + Dock |
| | 98266 | Lenovo Thinkpad T580 Ultrabook + Dock |
| | 98267 | Leadec Right to Work App |
| | 98268 | Battery Box |
| | 98269 | Battery Box |
| | 98270 | Battery Box |
| | 98271 | Viewsonic Viewboard IFP6550 65" 4K Interactive |
| | 98272 | Viewsonic Viewboard IFP6550 65" 4K Interactive |
| | 98273 | Viewsonic Viewboard IFP8650 86" 4K Interactive |

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| | 98274 | Lenovo TC M720q Desktop |
| | 98275 | Lenovo Thinkpad T580 Ultrabook |
| | 98276 | IPAD Pro 11" Wi-Fi + Cellular 256GB |
| | 98277 | Lenovo Thinkpad T580 Ultrabook |
| | 98278 | Lenovo Thinkpad T580 Ultrabook |
| | 98279 | Lenovo Thinkpad T580 Ultrabook |
| | 98280 | Lenovo Thinkpad T580 20LA Ultrabook S80 |
| | 98281 | Lenovo Thinkpad T580 20LA Ultrabook S80 |
| | 98282 | Lenovo Thinkpad T580 20LA Ultrabook S80 |
| | 98283 | Mountfield 1538M SD Lawn Tractor |
| | 98284 | Lenovo TC M720q Desktop |
| | 98285 | Lenovo TC M720q Desktop |
| | 98286 | Cardboard Baler Conyeyor |
| | 98287 | Sky Vac and Accessories |
| | 98289 | Tennant T16 Ride on Scrubber Dryer |
| | 98290 | Tennant T300e Dual Disk Walk Behind Scrubber Dryer |
| | 98291 | Tennant M20 LPG Ride on Scrubber Dryer/Sweeper |
| | 98292 | Tennant M20 LPG Ride on Scrubber Dryer/Sweeper |
| | 98293 | Tennant T16 Ride on Scrubber Dryer |
| | 98294 | Tennant T300e Dual Disk Walk Behind Scrubber Dryer |
| | 98295 | Tennant T300e Dual Disk Walk Behind Scrubber Dryer |
| | 98296 | Tennant T16 Ride On Scrubber Dryer (Oxford Wax) |
| | 98297 | Tennant T16 Ride On Scrubber Dryer (Paintshop) |
| | 98298 | Tennant T500e Single Disk Walk Behind Scrubber Dry |
| | 98299 | Tennant T500e Single Disk Walk Behind Scrubber Dry |
| | 98300 | Tennant T300e Single Disk Walk Behind Scrubber Dry |
| | 98301 | Tennant T20 scrubber/dryer |
| | 98302 | Tennant T20 scrubber/dryer |
| | 98303 | Tennant T500e Dual Disk Walk Behind Scubber Dryer |
| | 98304 | Tennant T300e Single Disk Walk Behind Scrubber Dry |

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| | 98305 | Tennant T20 scrubber/dryer |
| | 98306 | Tennant S20 Ride On Sweeper |
| | 98307 | Tennant T300e Single Disk Walk Behind Scrubber Dry |
| | 98308 | Tennant T300e Dual Disk Walk Behind Scrubber Dryer |
| | 98309 | Lenovo Thinkpad T590 20N5 Ultrabook SBO&USB C-Dock |
| | 98310 | Lenovo Thinkpad T590 20N5 Ultrabook SBO&USB C-Dock |
| | 98311 | Lenovo Thinkpad T590 20N5 Ultrabook SBO&USB C-Dock |
| | 98312 | Lenovo Thinkpad T590 20N5 Ultrabook SBO&USB C-Dock |
| | 98313 | Back Pack Vacs Battery |
| | 98314 | Spacevac 452-240 110Volt Internal Kit |
| | 98315 | Back Pack Vacs Battery x2 |
| | 98316 | Buffer Numatic Multi Speed 110v |
| | 98317 | Karcher 110v HD6 /11 -4m |
| | 98318 | Back Pack GD5 Vacx x4 |
| | 98319 | Buffer Numatic Multi speed x2 110v |
| | 98320 | Nilfisk Industrial Vacs S3 x3 |
| | 98321 | 110V WVD 1800AP-2 x2 |
| | 98322 | Karcher 110v HD6 /11 -4m x2 |
| | 98323 | Back Pack GD5 Vacs x2 |
| | 98324 | Buffer Numatic Multi Speed x2 |
| | 98325 | WVD 1800 AP-2 x2 |
| | 98326 | Back Pack GD5 Vacs x2 |
| | 98327 | Buffer Bunatic Multi Speed x1 |
| | 98328 | Compressor Chipping Hammer x2 |
| | 98330 | Limelight Software Enhancements |
| | 98331 | Nilfisk SDV8000 Steam Generator |
| | 98332 | Nilfisk SDV8000 Steam Generator |
| | 98333 | Nilfisk SDV8000 Steam Generator |
| | 98334 | Lenovo Thinkpad T580 Ultrabook |
| | 98335 | Lenovo Thinkpad T580 20LA Ultrabool SBO |
| | 98336 | Office safety |
| | 98337 | Hoses set up (lines 1-6 product details) |
| | 98338 | Lances (lines 7-12 product details) |
| | 98339 | PPE & pendant (lines 13-16 product details) |
| | 98340 | Tennant S20 Ride On with Vacuum Wand |
| | 98341 | Tennant S16 Ride On |

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| | 98342 | T12 Ride on Scrubber Drier |
| | 98343 | Tennant T300e Walk Behind Scrubber Drier |
| | 98344 | CWT Improvements |
| | 98345 | Lenovo Thinkpad T590 20N5 Ultrabook |
| | 98346 | Lenovo Thinkpad T590 20N5 |
| | 98352 | Arriva Clocks NE - Kronos intouch 9100 H4 Standard |
| | 98353 | Kronos Clocks Arriva NE Touch ID Option H3/H4 |
| | 98385 | Levovo 14E Chromebook 4GB 64GB |
| | 98386 | Levovo 14E Chromebook 4GB 64GB1 |
| | 98387 | Levovo 14E Chromebook 4GB 64GB |
| | 98388 | Levovo 14E Chromebook 4GB 64GB |
| | 98389 | Levovo 14E Chromebook 4GB 64GB |
| | 98390 | Levovo 14E Chromebook 4GB 64GB |
| | 98391 | Levovo 14E Chromebook 4GB 64GB |
| | 98392 | Levovo 14E Chromebook 4GB 64GB |
| | 98393 | Levovo 14E Chromebook 4GB 64GB |
| | 98394 | Levovo 14E Chromebook 4GB 64GB |
| | 98395 | Levovo 14E Chromebook 4GB 64GB |
| | 98396 | Levovo 14E Chromebook 4GB 64GB |
| | 98397 | Levovo 14E Chromebook 4GB 64GB |
| | 98398 | Levovo 14E Chromebook 4GB 64GB |
| | 98399 | Levovo 14E Chromebook 4GB 64GB |
| | 98400 | Levovo 14E Chromebook 4GB 64GB |
| | 98401 | Levovo 14E Chromebook 4GB 64GB |
| | 98402 | Levovo 14E Chromebook 4GB 64GB |
| | 98403 | Levovo 14E Chromebook 4GB 64GB |
| | 98404 | Levovo 14E Chromebook 4GB 64GB |
| | 98405 | Levovo 14E Chromebook 4GB 64GB |
| | 98406 | Brother MFC-J6530DW Multifunction Printer |
| | 98407 | Brother MFC-J6530DW Multifunction Printer |
| | 98408 | Brother MFC-J6530DW Multifunction Printer |
| | 98409 | Brother MFC-J6530DW Multifunction Printer |
| | 98410 | Brother MFC-J6530DW Multifunction Printer |
| | 98411 | Brother MFC-J6530DW Multifunction Printer |

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| | 98412 | Brother MFC-J6530DW Multifunction Printer |
| | 98413 | Brother MFC-J6530DW Multifunction Printer |
| | 98414 | Brother MFC-J6530DW Multifunction Printer |
| | 98415 | Brother MFC-J6530DW Multifunction Printer |
| | 98416 | Brother MFC-J6530DW Multifunction Printer |
| | 98417 | Brother MFC-J6530DW Multifunction Printer |
| | 98418 | Brother MFC-J6530DW Multifunction Printer |
| | 98419 | Brother MFC-J6530DW Multifunction Printer |
| | 98420 | Brother MFC-J6530DW Multifunction Printer |
| | 98421 | Brother MFC-J6530DW Multifunction Printer |
| | 98422 | Brother MFC-J6530DW Multifunction Printer |
| | 98423 | Brother MFC-J6530DW Multifunction Printer |
| | 98424 | Replacement door lock & 2 additional doors |
| | 98425 | Lenovo Thinkpad T590 20N5 Ultrabook |
| | 98426 | Stamp Duty DC South |
| | 98427 | Kronos clock & Bio Reader SQ |
| | 98428 | Kronos clock & bio reader MRD |
| | 98429 | Kronos Clock and bio reader HRD |
| | 98430 | Kronos Clock & Bio Reader PoT |
| | 98431 | Kronos clock & bio reader PM |
| | 98432 | Kronos clock & bio reader Liv |
| | 98433 | Kronos clock & bio reader FRB |
| | 98434 | Kronos clock and bio reader Aberdeen |
| | 98435 | Kronos clock and bio reader Peterhead |
| | 98436 | IT installation at HRD |
| | 98437 | IT installation at MRD |
| | 98438 | IT installation at SQ |
| | 98439 | Lenovo ThinkPad T590 HRD |
| | 98440 | Lenovo ThinkCentre M720q HRD |
| | 98441 | Lenovo ThinkCentre M720q HRD |
| | 98442 | Lenovo ThinkCentre M720q HRD |
| | 98443 | Lenovo ThinkCentre M720q HRD |

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| | 98444 | Lenovo ThinkCentre M720q MRD |
| | 98445 | Lenovo ThinkCentre M720q |
| | 98446 | Lenovo ThinkCentre M720q |
| | 98447 | Lenovo ThinkCentre M720q |
| | 98448 | Lenovo ThinkPad T590 |
| | 98449 | Lenovo ThinkPad T590 |
| | 98450 | Lenovo ThinkPad T590 |
| | 98451 | Lenovo ThinkPad T590 |
| | 98452 | Lenovo ThinkCentre M720q |
| | 98453 | Lenovo ThinkPad T590 |
| | 98454 | Lenovo ThinkPad T590 |
| | 98455 | Lenovo ThinkCentre M720q |
| | 98458 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98459 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98460 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98461 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98462 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98463 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98464 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98465 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98466 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98467 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98468 | Cisco Catalyst 9115AX Series WIFI Access point |
| | 98469 | Apple 11" Ipad pro with 2nd gen stylus & keyboard |
| | 98470 | Kyocera Task Alfa 2553 Ci Printer |
| | 98471 | Lenovo Thinkpad T590 Ultrabook Laptop |
| | 98472 | Lenovo Thinkpad T590 20N5 Ultrabook Laptop |
| | 98476 | Lenovo Thinkpad T590 20N5 Ultrabook |
| | 98478 | PIH - Scissor Lift |
| | 98479 | PIH - Batteries Scissor lifts |
| | 98480 | PIH - Scrubber |
| | 98481 | PIH - Test Pump |

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| | 98482 | PIH - Jupiter starter kits |
| | 98483 | PIH - Jupiter Pouches |
| | 98484 | PIH - Transformer Wet & Dry Vac |
| | 98485 | PIH - Carpet Cleaner |
| | 98486 | PIH - Fogging Machine |
| | 98487 | PIH - Printer HO |
| | 98488 | PIH - Office light & refurb |
| | 98489 | PIH - Respiratory Helmets |
| | 98493 | M70Q Desktop PC |
| | 98496 | Lenovo ThinkCentre M720q 10TB |
| | 98497 | Lenovo ThinkCentre M720q 10TB |
| | 98499 | Racking |
| | 98502 | Hoffman Support |
| | 98503 | Atlas Copco |
| | 98505 | Civils Anti Vibration Slabs |
| | 98507 | Bartec |
| | 98508 | Software Backup |
| | 98511 | Line 2 Isolation |
| | 98513 | Line 6 move & Layout |
| | 98516 | Sinage |

Part 4
Relevant Contracts²

| Chargor | Description |
|----------------|--------------------|
| | |
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² None at the date of this debenture

Part 5
Intellectual Property³

| Chargor | Description |
|----------------|--------------------|
| | |
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³ None at the date of this debenture

Part 6
Assigned Accounts

| Chargor | Account Bank | IBAN | SWIFT/BIC |
|--------------------------|---------------------|------------------------------------|------------------|
| Leadec Limited | HSBC | ████████████████████ ██████████ | HBUKGB4B |
| Leadec Limited | HSBC | ████████████████████ | HBUKGB4B |
| Leadec Holding (UK) Ltd. | HSBC | ████████████████████ | HBUKGB4B |

Part 7
Insurances

| Name of Policy | Policy Provider | Policy Number |
|--|------------------------------------|-----------------|
| Insurance for Leotec Limited (formerly known as Voith Industrial Services Limited): | | |
| Employer's Liability | Zurich Insurance PLC | ██████████ |
| Excess Employer's Liability | Chubb European Group SE | ██████████ |
| Motor Fleet | Zurich Insurance PLC | ██████████ |
| PA/Travel | Chubb European Group SE | ██████████ |
| Hired in Plant | Allianz Insurance plc | ██████████ |
| Computer | Royal & Sun Alliance Insurance plc | ██████████ |
| Machinery Movement | Allianz Insurance plc | ██████████ |
| Engineering Business Interruption | Allianz Insurance plc | ██████████ |
| Engineering Inspection | Allianz Insurance plc | ██████████ |
| Group Insurance: | | |
| Property Damage All Risks Insurance | AXA XL Insurance Company SE | ██████████ |
| Public and Products Liability | HDI Global SE | ██████████ |
| Marine Cargo | Royal & Sun Alliance Insurance plc | ██████████ █ |

Schedule 3

Form of Notice of Assignment

Part 1

Notice to Account Bank

To: [Account Bank]

Copy: [Security Agent]

[Date]

Dear Sirs

**Debenture dated [●] between [●] and others
and [●] (the “Debenture”)**

This letter constitutes notice to you that under the Debenture, [[●] (the “Chargor”)]/[each of the companies listed at the end of this notice as chargors (together, the “Chargors”)] has assigned in favour of [●] as agent and trustee for the Secured Parties referred to in the Debenture (the “Security Agent”) as first priority assignee all of its rights in respect of any amount (including interest) standing to the credit of any account maintained by them with you at any of your branches (the “Secured Accounts”) and the debts represented by the Secured Accounts.

The Chargor[s] irrevocably instruct and authorise you, following your receipt of a notice from the Security Agent stating that the security has become enforceable, to:

- (a) comply with the terms of any written notice or instruction relating to any Secured Account received by you from the Security Agent;
- (b) hold all sums standing to the credit of any Secured Account to the order of the Security Agent;
- (c) pay or release any sum standing to the credit of any Secured Account in accordance with the written instructions of the Security Agent; and
- (d) pay all sums received by you for the account of [the/any] Chargor to the credit of the Secured Account of that Chargor with you.

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

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

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

Please send to the Security Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

Yours faithfully

.....
(Authorised signatory)

[●]

.....
[(Authorised signatory)

[●]]

Part 2
Acknowledgement of Account Bank

To: [Security Agent]

Copy: [The Parent]

[Date]

Dear Sirs

**Debenture dated [●] between [●] and others
and [●] (the “Debenture”)**

We confirm receipt from [●] (the “**Chargor[s]**”) of a notice dated [●] of an assignment upon the terms of the Debenture over all the **Chargor[s]/[s]’** rights to any amount standing to the credit of any of [its/their] accounts with us at any of our branches (the “**Secured Accounts**”).

We confirm that we:

- (a) 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 any Secured Account; and
- (c) following our receipt of a notice from the Security Agent stating that the security has become enforceable will pay all sums received by us for the account of [the/any] **Chargor** to the credit of the Secured Account of that **Chargor** with us.

Nothing contained in any of our arrangements with you shall commit us to providing any facilities or making advances available to any of the **Chargors**.

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

Yours faithfully

.....
(Authorised signatory)

[●]

Schedule 4

Forms of Letter for Insurances

Part 1

Form of Notice of Assignment

To: [Insurer]

Copy: [Security Agent]

[Date]

Dear Sirs

**Debenture dated [●] between [●] and others
and [●] (the “Debenture”)**

This letter constitutes notice to you that under the Debenture, [[●] (the “Chargor”)]/[each of the companies listed at the end of this notice as chargors (together, the “Chargors”)] has assigned in favour of [●] as agent and trustee for the Secured Parties referred to in the Debenture (the “Security Agent”) as first priority assignee all amounts payable to it under or in connection with any contract of insurance taken out with you by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts.

1. A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of [the/any Chargor] to a third party.
2. [The/Each] Chargor confirms that:
 - (a) it will remain liable under such contract of insurance to perform all the obligations assumed by it under that contract of insurance; and
 - (b) 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 such contract of insurance.
3. [The/Each] Chargor will also remain entitled to exercise all of its rights under such contract of insurance and you should continue to give notices under such contract of insurance to the [relevant] Chargor, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, unless the Security Agent otherwise agrees in writing:
 - (a) all amounts payable to the [relevant] Chargor under such contract of insurance must be paid to the Security Agent; and
 - (b) any rights of the [relevant] Chargor in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs.
4. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
5. [The/Each] Chargor acknowledges that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

Please send to the Security Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

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

Yours faithfully

.....
(Authorised signatory)

[●]

.....
(Authorised signatory)

[●]

Part 2
Form of Letter of Undertaking

To: [Security Agent]

Copy: [The Parent]

[Date]

Dear Sirs

**Debenture dated [●] between [●] and others
and [●] (the “Debenture”)**

We confirm receipt from [●] (the “**Chargor[s]**”) of a notice dated [●] of an assignment by [the/each Chargor] upon the terms of the Debenture of all amounts payable to [it/them] under or in connection with any contract of insurance taken out with us by or on behalf of [it/them] or under which it has a right to claim and all of its rights in connection with those amounts.

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party.

In consideration of their agreeing to continue [its/their] insurance arrangements with us we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) confirm that we have not received notice of the interest of any third party in those amounts and rights; and
- (c) undertake to note on the relevant contracts your interest as first priority assignee of those amounts and rights.

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

Yours faithfully

.....
[Insurer]

Schedule 5

Forms of Letter for Relevant Contracts

Part 1

Notice to Counterparty

To: [Counterparty]

Copy: [Security Agent]

[Date]

Dear Sirs

**Debenture dated [●] between [●] and others
and [●] (the “Debenture”)**

This letter constitutes notice to you that under the Debenture, [[●] (the “Chargor”)]/[each of the companies listed at the end of this notice as chargors (together, the “Chargors”)] has assigned in favour of [●] as agent and trustee for the Secured Parties referred to in the Debenture (the “Security Agent”) as first priority assignee all of its rights in respect of [*insert details of Relevant Contract(s)*] (the “Relevant Contract[s]”).

[The/Each] Chargor confirms that:

- (a) it will remain liable under each Relevant Contract to perform all the obligations assumed by it under that Relevant Contract; and
- (b) 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 any Relevant Contract.

[The/Each] Chargor will also remain entitled to exercise all of its rights under each Relevant Contract and you should continue to give notice under each Relevant Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all of our rights will be exercisable by, and notices must be given to, the Security Agent or as it directs.

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

Please send to the Security Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

[The/Each] Chargor acknowledges that you may comply with the instructions in this letter without any further permission from them and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

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

Yours faithfully

.....
(Authorised signatory)

[●]

.....
(Authorised signatory)

[●]

Part 2

Acknowledgement of Counterparty

To: [Security Agent]

Copy: [The Parent]

[Date]

Dear Sirs

**Debenture dated [●] between [●] and others
and [●] (the “Debenture”)**

We confirm receipt from [●] (the “**Chargor[s]**”) of a notice dated [●] of an assignment on the terms of the Debenture of all of [the/each] Chargor’s rights in respect of *[insert details of the Relevant Contract(s)]* (the “**Relevant Contract[s]**”).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) have not received notice of the interest of any third party in any of the Relevant Contract[s].

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

Yours faithfully

.....
(Authorised signatory)

[Counterparty]

Schedule 6

Additional Rights of Receivers

Any Receiver appointed pursuant to Clause 17.2 (*Appointment of Receiver*) shall have the right, either in his own name or in the name of a Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

1. Enter into Possession

to take possession of, get in and collect the Security Assets, and to require payment to him or to any Secured Party of any book debts or credit balance on any Account;

2. Carry on Business

to manage and carry on any business of a Chargor in any manner as he thinks fit;

3. Contracts

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which a Chargor is a party;

4. Deal with Security Assets

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Security Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph 5 (*Hive-Down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);

5. Hive-Down

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto;

6. Borrow and Lend Money

to borrow or raise money either unsecured or on the security of the Security Assets (either in priority to the Security created by this Debenture or otherwise) and to lend money or advance credit to any customer of any Chargor;

7. Covenants and Guarantees

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them and give valid receipts for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset;

8. Dealings with Tenants

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph 5 (*Hive-Down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the

review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Security Assets);

9. Rights of Ownership

to manage and use the Security Assets and to exercise and do (or permit any Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Security Assets;

10. Insurance, Repairs, Improvements, Etc.

to insure the Security Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Security Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Security Assets and to commence and/or complete any building operations and apply for and maintain any planning permission, building regulation approval and any other authorisation in each case as he thinks fit;

11. Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of a Chargor or relating to the Security Assets;

12. Legal Actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Security Assets or any business of any Chargor;

13. Redemption of Security

to redeem any Security (whether or not having priority to the Security created by this Debenture) over the Security Assets and to settle the accounts of any person with an interest in the Security Assets;

14. Employees, Etc.

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by a Chargor, in each case on any terms as he thinks fit (subject to applicable law);

15. Insolvency Act 1986

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act 1986 as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Debenture;

16. Other Powers

to do anything else he may think fit for the realisation of the Security Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which any Chargor is party, the Act or the Insolvency Act 1986; and

17. Delegation

to delegate his powers in accordance with this Debenture.

Schedule 7

Form of Deed of Accession

This Deed is dated [●]

Between:

- (1) [●] (registered number [●]) with its registered office at [●] (the “Additional Chargor”); and
- (2) [●] as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the “Security Agent”).

Background:

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of [●].
- (B) The Original Chargors have entered into a debenture dated [●] (the “Debenture”) between the Original Chargors under and as defined in the Debenture and the Security Agent.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the 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 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 Finance Document as defined in the Facilities Agreement.

2. Accession

With effect from the date of this Deed the 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 (i) 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 Security 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) If the Additional Chargor assigns an agreement under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
 - (i) the Additional Chargor must notify the Security Agent immediately;
 - (ii) unless the Security Agent otherwise requires, the Additional Chargor must, and each other Additional Chargor must ensure that the Additional Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable; and
 - (iii) the Additional Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.
- (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (d) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of the Security created by this Deed.
- (e) The 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 those assets more specifically referred to in paragraph (f) below.
- (f) The 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 Part 1 of the schedule to this Deed;
 - (ii) charges by way of a first legal mortgage all shares owned by it and specified in Part 2 of the schedule to this Deed;
 - (iii) charges by way of a first fixed charge all plant, machinery, computers, office equipment or vehicles specified in Part 3 of the schedule to this Deed;
 - (iv) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 4 of the schedule to this Deed; and
 - (v) charges by way of a first fixed charge all of its rights in respect of any Registered Intellectual Property specified in Part 5 of the schedule to this Deed and any future Registered Intellectual Property acquired by the Additional Chargor at any time after the date of this Deed.
 - (vi) charges by way of first fixed charge/assigns absolutely, subject to a proviso for reassignment on redemption all its present and future right, title and interest in and to the Accounts specified in Part 6 of the schedule to this Deed.
- (g) (i) The Additional Chargor:
 - (A) shall promptly apply to HM Land Registry for first registration of the property interests specified in Part 1 of the schedule to this Deed, and registration of the Additional Chargor as owner of such real property if required to do so pursuant to the Land Registration Act 2002 and to the extent not already done;

- (B) shall promptly apply to HM Land Registry to register the legal mortgage created by paragraph 3(e)(i) of this Deed, and promptly submit to HM Land Registry the duly completed Form RX1 requesting the restriction set out in paragraph 3(f) of this Deed; and
 - (C) shall promptly pay all appropriate registration fees in respect of such applications.
- (ii) If the Security Agent notifies the Additional Chargor that the Security Agent will submit the relevant forms to HM Land Registry, the Additional Chargor shall promptly provide the Security Agent with all duly completed forms requested by the Security Agent together with all registration fees required, and the Additional Chargor consents in each such case to any application being made by the Security Agent.
 - (iii) In the case of any property interests specified in Part 1 of the schedule to this Deed which are leasehold, in relation to which the consent of the landlord is required in order for the Additional Chargor to perform any of the foregoing obligations, the Additional Chargor shall use all reasonable endeavours to obtain such consent promptly and shall notify the Security Agent in writing upon receipt of such consent.
- (h) The Additional Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at HM Land Registry:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register, or its conveyancer.”
 - (i) The Additional Chargor applies to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at HM Land Registry:

“The obligation on the part of the Security Agent to make further advances to [●] is deemed to be incorporated into the legal mortgage created by this Deed over the property interests specified in Part 1 of the schedule to this Deed, and the Additional Chargor will promptly apply or consent to the Security Agent applying by way of Form CH2 to HM Land Registry for a note of such obligation to be entered on the Register of Title relating to any such property interests registered at HM Land Registry.”

4. Miscellaneous

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if the 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 include this Deed and all references in the Debenture to Schedule 2 (or any part of it) will include a reference to the to this Deed (or relevant part of it).

5. Law

This Deed and any non-contractual obligations arising out of 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 the Additional Chargor and is intended to be and is delivered by it as a deed on the date specified above.

Schedule (to Deed of Accession)

Part 1

Real Property

| Freehold/Leasehold | Description |
|--------------------|-------------|
| [•] | [•] |

Part 2

Shares

| 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

Specific Plant and Machinery

Description

Part 4

Relevant Contracts

Description

[e.g. Hedging Documents]

[e.g. Acquisition Documents]

[e.g. any agreement relating to a Structural Intra-Group Loan]

[e.g. Escrow Agreement]

Part 5

Registered Intellectual Property Rights

Description

Part 6

Accounts

Assigned Accounts

Signatories (to Deed of Accession)

The Additional Chargor

Executed as a Deed by

[•]
acting by
and

}

.....
Director

}

.....
Director/Secretary

The Security Agent

[•]

}

.....
By:

Schedule 8

Form of Legal Mortgage

Dated [●]

Mortgage

Between

[*Mortgagor*]

and

[*Security Agent*]

This Deed is dated [●]

Between:

- (1) [●], a limited liability company incorporated under the laws of England and Wales with registered number [●] (the “**Company**”); and
- (2) [●] as security trustee for the Secured Parties (the “**Security Agent**”).

Background:

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. Definitions

1.1 Definitions

In this Deed:

“**Charged Property**” means:

- (a) the property specified in Schedule 1 (*Details of Charged Property*); and
- (b) any estate or interest therein, all rights from time to time attached or relating thereto, all Fixtures from time to time thereon and the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable to the relevant Chargor in respect of these covenants) and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property.

“**Debenture**” means the debenture dated [●] and made between, amongst others, the Company and the Security Agent.

1.2 Defined Terms

Unless this Mortgage provides otherwise or the context otherwise requires:

- (a) capitalised terms in this Mortgage shall have the same meaning given to those terms in the Debenture; and
- (b) a term which is defined (or expressed to be subject to a particular construction) in the Debenture shall have the same meaning (or be subject to the same construction) in this Mortgage.

2. Security

The Company with full title guarantee, and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent as security trustee for the Secured Parties by way of first legal mortgage the Charged Property.

3. Further Advances

- (a) Each Lender is under an obligation to make further advances to the Company and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.

- (b) The Company hereby consents to an application being made to the Land Registry to enter the obligation to make further Advances on the Charges Register of any registered land forming part of the Charged Property.

4. The Land Registry

The Company hereby undertakes to make or procure that there is made an application to HM Land Registry (and as proprietor of the charge the Security Agent consents to an application being made):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register or their conveyancer;”

- (b) to enter a note of the obligation to make further advances by each of the Lenders on the Charges Register relating thereto; and
- (c) to note the Mortgage on the Charges Register.

5. Release of Security

5.1 Final Redemption

Subject to Clause 2.3 (*Retention of Security*), if the Security Agent is satisfied that all the Secured Obligations have been irrevocably paid in full and that the Secured Parties have no actual or contingent obligation under the Finance Documents, the Security Agent shall at the request and cost of a Chargor promptly take any action necessary to irrevocably release, reassign or discharge (as appropriate) the Charged Property from the Security.

5.2 Avoidance of Payments

If the Security Agent (acting reasonably) considers that any amounts paid or credited to any Secured Party is capable of being avoided, reduced or otherwise set aside as a result of insolvency or any similar event, the liability of the Company under this Mortgage and each Mortgage and the Security constituted by this Mortgage shall continue as if the avoidance, reduction or setting-aside had not occurred.

5.3 Retention of Security

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

6. Incorporation of Other Terms

Clause 1.8 (*Incorporation of provisions into any Mortgage*) of the Debenture, and the terms of that clause, are incorporated into this Deed as if it had been expressly incorporated into this Deed.

7. Third Party Rights

- (a) Unless expressly provided to the contrary in this Mortgage, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or enjoy the benefit of any term of this Mortgage.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a party is not required to vary, rescind or terminate this Mortgage at any time.
- (c) Any Receiver may, subject to this Clause 7 and the Third Parties Act, rely on any Clause of this Mortgage which expressly confers rights on it.

8. Counterparts

This Mortgage may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

9. Governing Law

This Debenture and any non-contractual obligations arising out of 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 1

Details of Charged Property

| Description of Property | Title Number |
|-------------------------|--------------|
| [●] | [●] |

Execution Page to Legal Mortgage

The Company

[Insert Name of Company]

Executed as a **Deed**

By:

}

.....
Signature of Director

in the presence of

.....
Signature of Witness

Name of witness:

Address of witness:

Occupation of witness:

The Security Agent

[Insert name of Security Agent]

}

.....
By:

Signatories

The Chargors

EXECUTED as a deed by **LEADEC BETEILIGUNGEN GMBH** (formerly known as VOITH INDUSTRIAL SERVICES BETEILIGUNGEN GMBH) acting by a person or persons who, in accordance with the laws of the Federal Republic of Germany, is/are duly authorised by **LEADEC BETEILIGUNGEN GMBH** to sign on its behalf:

.....
Name: Christian Geissler
Title: Managing Director

.....
Name: Markus Glaser-Gallion
Title: Managing Director

EXECUTED as a **deed** by **LEADEC LIMITED**
(formerly known as VOITH INDUSTRIAL SERVICES
LIMITED) acting by two directors, or a director and a
secretary

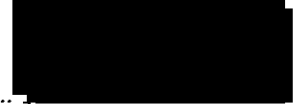
}

.....
Name: Lee Smith
Title: Director



}

.....
Name: Claire Gathercole
Title: Director



EXECUTED as a **deed** by **LEADEC HOLDING (UK) LTD.** (formerly known as VOITH INDUSTRIAL SERVICES HOLDING LIMITED) acting by two directors, or a director and a secretary

}

.....
Name: Lee Smith
Title: Director



}

.....
Name: Claire Gathercole
Title: Director



The Security Agent

UniCredit Bank AG, London Branch

}

[Redacted Signature]

By: Alexandra Brückner
Title: Analyst

}

[Redacted Signature]

By: Alexander Lang
Title: Associate Director