

MR01

Particulars of a charge

13/004477



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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08.

THURSDAY



S2L4BVQZ

SCT

14/11/2013

#488

COMPANIES HOUSE

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



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number s c 0 2 5 0 2 0

Company name in full GAS MEASUREMENT INSTRUMENTS LIMITED

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 8 1 1 2 0 1 3

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

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

Name HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

Name

Name

Name

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

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

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

Description

ALL and WHOLE the heritable subjects known as and forming Block 2 Inchinnan Industrial Estate, Brownsfield Road, Inchinnan, Renfrew, being the subjects registered in the Land Register of Scotland under Title Number REN60179

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Tony Allan

Company name Pinsent Masons LLP

Address Princes Exchange

1 Earl Grey Street

Post town Edinburgh

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X  X

PARTNER FOR PINSENT MASONS LLP

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 25020

Charge code: SC02 5020 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th November 2013 and created by GAS MEASUREMENT INSTRUMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th November 2013.

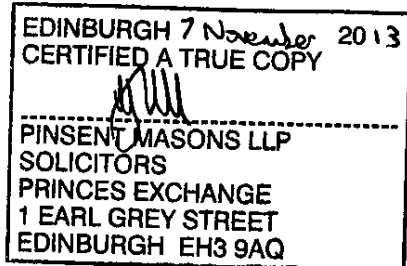
Given at Companies House, Edinburgh on 18th November 2013



Companies House



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



EXECUTION VERSION

STANDARD SECURITY

between

GAS MEASUREMENT INSTRUMENTS LIMITED
as Chargor

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
as Security Agent

Subjects: Block 2, Inchinnan Industrial Estate, Brownfield Road, Inchinnan, Renfrew



Pinsent Masons

Pinsent Masons LLP
Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ

Tel: +44 (0)131 777 7000

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Web Site: <http://www.pinsentmasons.com>
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This **STANDARD SECURITY** is granted by

- (1) **GAS MEASUREMENT INSTRUMENTS LIMITED** a company incorporated under the laws of Scotland with registered number SC025020 whose registered office is at Inchinnan Business Park, Renfrew PA4 9RG ("**Chargor**")

in favour of

- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** a company incorporated in England with registered number 06447555 (as agent and security agent for the Secured Parties (as defined below) and its successors as such security agent) (in such capacity, the "**Security Agent**");

WHEREAS the **Chargor** has agreed to grant a standard security in favour of the **Security Agent** over the Property in the manner hereinafter provided:

1 **DEFINITIONS AND INTERPRETATION**

In this Standard Security including the recitals and the preamble hereto (unless a contrary intention shall be expressed):

1.1 **Definitions**

"**1970 Act**" means the Conveyancing and Feudal Reform (Scotland) Act 1970;

"**Default Rate**" means interest on outstanding sums due at the rate specified within the Facilities Agreement;

"**Facilities Agreement**" means a senior term and multicurrency revolving facilities agreement made between (1) Industrial Safety Technologies, LLC as Parent, (2) GMI Group Holdings Limited as UK Borrower, (3) Detcon Holdco, Inc., and DSA Holdco, Inc., as US Borrowers, (4) the companies listed in part 1 of schedule 1 thereto as Original Borrowers, (5) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (6) HSBC Bank plc, Intermediate Capital Managers Limited and MCG Capital Corporation Limited as Mandated Lead Arranger, (7) the financial institutions listed in part 2 of schedule 1 thereto as Original Lenders, (8) the financial institutions listed in part 3 of schedule 1 thereto as Original Hedge Counterparties, (9) HSBC Bank plc as Agent and (10) HSBC Corporate Trustee Company (UK) Limited as Security Agent originally dated 17 October 2012 and as amended and restated on 1 March 2013 and as further amended and restated on 29 July 2013, as the same may be amended, supplemented, novated and/or restated from time to time together with each other Finance Party (as defined therein) and any assignees, transferees or successors in title thereof under the Facilities Agreement from time to time pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

"**Planning Acts**" means the Town and Country Planning (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997, the Planning (Listed Buildings & Conservation Areas) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997 the Local Government and Planning (Scotland) Act 1982, the Planning (Scotland) Act 2006 or any Act of Parliament for the time being in force modifying, re-enacting, replacing or supplementing the same and may, where the context so requires, include any previous legislation of a similar nature;

"**Property**" means the property more particularly described in part 1 of the Schedule; together with (i) the whole buildings and others from time to time erected thereon; (ii) the parts, privileges and pertinents thereof; (iii) the whole rights of property, rights exclusive, mutual and common and the whole other rights so far as effeiring thereto; and (iv) the **Chargor's** whole right, title and interest present and future therein and thereto;

"Schedule" means the schedule annexed and executed as relative hereto;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any member of the Group to the Security Agent and/or the Secured Parties (or any of them) under or pursuant to any Finance Document, and all or any monies, liabilities and obligations covenanted to be paid under this Standard Security;

"Secured Parties" means each Finance Party and any Receiver or Delegate, each a **"Secured Party"**;

"Security Period" means the period beginning on the date hereof and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Standard Conditions" means the standard conditions contained in Schedule 3 to the 1970 Act and **"Standard Condition"** shall mean such of them as the context shall require or permit;

"Standard Security" means this standard security, as from time to time amended, restated, supplemented, novated, varied and/or replaced and any document made pursuant or supplemental hereto.

1.2 Facilities Agreement definitions

In this Standard Security, terms defined in, or construed for the purposes of the Facilities Agreement have the same meanings when used in this Standard Security (unless the same are otherwise defined in this Standard Security).

1.3 Construction

1.3.1 Unless a contrary intention appears in this Standard Security the provisions of Clause 1.2 (*Construction*) of the Facilities Agreement (other than Clause 1.2.1(c)) apply to this Standard Security as though they were set out in full in this Standard Security, except that reference to *"this Agreement"* will be construed as reference to this Standard Security.

1.3.2 Unless a contrary intention appears, any reference in this Standard Security to:

1.3.2.1 the **"Chargor"**, **"Obligor"**, the **"Securing Agent"** or any other **"Secured Party"** shall be construed so as to include its successors in title, permitted assignees and permitted transferors and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

1.3.2.2 **"this Standard Security"**, the **"Facilities Agreement"**, any other **"Finance Document"** or any other agreement or instrument is a reference to this Standard Security, the Facilities Agreement, that other Finance Document or that other instrument as amended, supplemental, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increased the obligations of any member of the Group or provides for further advances); and

1.3.2.3 **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group.

1.3.3 Each undertaking of the Chargor (other than a payment obligation) contained in this Standard Security:

1.3.3.1 must be complied with at all times during the Security Period; and

1.3.3.2 is given by a Chargor for the benefit of the Security Agent and each other Security Party.

1.3.4 If the Security Agent or the Agent reasonably consider that an amount paid by any member of the Group to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside or the liquidation, or administration of such member of the Group, then that amount shall not be considered to have been unreasonably paid for the purposes of this Standard Security.

2 PERSONAL BOND

Subject to clause 12 (*Limitation of Liability*) of this Standard Security, the Chargor undertakes to the Security Agent and the other Secured Parties and binds and obliges itself that it will on demand pay and discharge the Secured Obligations when due, provided that such obligation is limited to the realised value of the Property.

3 GRANT OF SECURITY

Subject to clause 12 (*Limitation of Liability*) of this Standard Security, the Chargor in security of the due and timeous performance of the Secured Obligations hereby GRANTS a Standard Security in favour of the Security Agent over ALL and WHOLE the Property; and the Standard Conditions and any lawful variation thereof operative for the time being set out in Clause 4 of this Standard Security shall apply.

4 VARIATION TO STANDARD CONDITIONS

With the exception of Standard Condition 11 and the provisions of Schedule 3 to the 1970 Act relating to the powers of sale and foreclosure and to the exercise of those powers it is agreed between the Security Agent and the Chargor that the Standard Conditions shall be varied to the following extent:

4.1 If there shall be any inconsistency between the provisions of any Finance Document and the Standard Conditions (as amended by this Standard Security) then the provisions of the relevant Finance Document shall apply.

4.2 The Chargor shall not without the consent in writing of the Security Agent at any time while this Standard Security continues in force;

4.2.1 carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Property, without first notifying the Security Agent;

4.2.2 where at the date of this Standard Security or at any time subsequently the Chargor is in occupation of the Property, part with occupation of the Property or grant any right, title and/or interest in the Property nor any servitude, wayleave, real burden or water or drainage rights or other continuing right upon or affecting the Property;

4.2.3 create a subsequent security (whether fixed or floating and whether in any such case ranking in priority to or pari passu with or after this Standard Security) over the Property; or

4.2.4 except as permitted in the Facilities Agreement transfer the Property under burden of this Standard Security.

- 4.3 If the Property shall be compulsorily purchased or requisitioned or be the subject of a notice to treat for the purposes of compulsory acquisition all claims and rights competent or that may become competent to the Chargor to compensation by reason of such acquisition shall be (subject to the terms of the Facilities Agreement) held to be assigned to the Security Agent, with full power to the Security Agent to negotiate, agree and adjust the amount of any such compensation.
- 4.4 The Chargor shall permit the Security Agent, its officers, employees and agents free access at all reasonable times to view the state and condition of the Property, provided that the Security Agent shall have given the Chargor reasonable prior notice of its desire to exercise its rights under this clause and requested access accordingly.
- 4.5 The Chargor shall take all such steps as a reasonable and prudent Landlord would take to procure that all obligations, covenants and undertakings on the part of the tenants, sub tenants and licensees under any leases, sub leases, licences or other similar agreements shall be duly and timeously performed.
- 4.6 The Security Agent may, at any time after it shall have become entitled to enter into possession of the Property following from any calling up notice or notice of default procedures set out in the 1970 Act, serve notice upon the Chargor requiring it to vacate the Property within a period of seven days and the Chargor shall upon the expiry of the said period vacate the Property so far as occupied by it or others for whom it is responsible, and the Chargor agrees that a warrant of summary ejection may competently proceed against it in the Sheriff Court of the District in which the Property is situated at the instance of the Security Agent.
- 4.7 The security created by this Standard Security shall be a security to the Security Agent as Security Agent for any balance which may remain due to the Secured Parties after applying any payments received by the Security Agent from any person (including any trustee in sequestration, receiver, liquidator, administrator, trustee under any trust deed for creditors or trustee or nominee under, or supervisor of, a voluntary arrangement) in respect of any of the Secured Obligations and the Chargor shall not be entitled to require from the Security Agent or any of the Secured Parties any assignation of any such obligation or indebtedness or any part thereof or to rank in any sequestration, receivership or liquidation or under any trust deed or voluntary arrangement in respect of any payment made by the Obligors to the Security Agent or to have the benefit of any securities held by the Security Agent until the whole Secured Obligations have been paid or settled in full.
- 4.8 In the event of the Security Agent exercising any of the remedies competent to it in terms of Standard Condition 10 and of the Chargor failing to remove from the Property any furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects, whether of a personal, domestic, or business nature, after being called upon by the Security Agent by notice in writing to remove the same within such period as may be specified in the said notice, the Security Agent shall be entitled and is hereby irrevocably authorised as agents of the Chargor to remove, sell, store or otherwise deal with or dispose of such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects in such manner and upon such terms as the Security Agent may in its sole discretion think fit, subject only to an obligation to account to the Chargor for any price received by the Security Agent for any of the same after applying same towards satisfaction of the Secured Obligations. The Security Agent shall not be liable for any loss or damage occasioned to the Chargor by the exercise of the authority hereby conferred on the Security Agent and the Chargor shall be bound to indemnify the Security Agent against all expenses incurred by it in connection with or incidental to the removal, sale, storage or other dealing with or disposal of any such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects and against all claims by or liability to any third party asserting ownership of any item thereof.

5 FURTHER ASSURANCE

- 5.1 The Chargor hereby authorises the Security Agent and/or any solicitors or other agent acting on behalf of the Security Agent to complete, execute on the Chargor's behalf and deliver to the Land Register of Scotland any form document or other information requested by the Keeper of the Land Register of Scotland in such regard.
- 5.2 The Chargor shall, at the request of the Security Agent and at the expense of the Chargor, immediately do all acts and things and execute in favour of the Security Agent, or as it may reasonably direct, such further or other assignations, transfers, mortgages, charges, securities and other deeds and documents as the Security Agent may require, in such form as the Security Agent may require, in order to;
- 5.2.1 perfect or improve the security intended to be conferred on the Security Agent by or pursuant to this Standard Security; or
- 5.2.2 facilitate the realisation of the Property and exercise all of the rights and powers conferred on the Security Agent and any liquidator; receiver, administrator or any delegate for the purpose of such realisation or in connection with such realisation.
- 5.3 The Chargor shall if the Security Agent so requires in writing deposit with the Security Agent all deeds, certificates and other documents constituting or evidencing title to the Property and to the extent that any of same are held by the Registers of Scotland or any other third parties irrevocably mandate such other parties to the effect that all such documents should be held to the order of the Security Agent.

6 REPRESENTATIONS AND WARRANTIES

- 6.1 The Chargor hereby represents and warrants to the Security Agent and the other Secured Parties that:
- 6.1.1 the Chargor is the heritable proprietor of the Property;
- 6.1.2 the Property is free from any security (save for that created hereby) or any tenancies or licences; and
- 6.1.3 All the representations and warranties in this clause 6 are made by the Chargor on the date of this Standard Security and are also deemed to be made by the Chargor on;
- 6.1.3.1 the date of each Utilisation Request and each Utilisation Date; and
- 6.1.3.2 the first day of each Interest Period.
- 6.1.4 Each representation or warranty deemed to be made after the date of this Standard Security shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

7 POWER OF ATTORNEY

- 7.1 The Chargor by way of security irrevocably appoints the following, namely:
- 7.1.1 the Security Agent; and
- 7.1.2 each and every person to whom the Security Agent shall from time to time have delegated the exercise of the power of attorney conferred by this clause

jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any

obligation imposed on the Chargor by or pursuant to this Deed (including but not limited to the obligations of the Chargor under Clause 5), for carrying any proper sale, lease or other dealing by the Security Agent, for disposing, conveying, assigning or transferring any estate or other interest in land or other property or otherwise howsoever and generally for enabling the Security Agent to exercise the respective powers conferred on them by or pursuant to this Standard Security, the Facilities Agreement or by law.

- 7.2 The Security Agent shall have full power to delegate the power conferred on it by this clause, but no such delegation shall preclude the subsequent exercise of such power by itself or preclude it from making a subsequent delegation thereof to some other person. Any such delegation may be revoked by the Security Agent at any time.
- 7.3 The power of attorney hereby granted is, as regards the Security Agent and its delegates (and as the Chargor hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Standard Security.
- 7.4 This Power of Attorney will cease only when all Secured Obligations have been discharged in full to the satisfaction of the Security Agent and each of the Secured Parties has ceased to have any obligations whether actual or contingent to make any credit or accommodation with the Chargor.

8 MISCELLANEOUS PROVISIONS

- 8.1 The security constituted by this Standard Security shall be continuing and not be considered satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations and shall be binding until all the Secured Obligations have been discharged in full to the reasonable satisfaction of the Security Agent and each Secured Party has ceased to have any obligation whether actual or contingent to make any credit or accommodation available to the Chargor.
- 8.2 No failure on the part of the Security Agent to exercise (or delay in exercising) any of its rights, powers and remedies under this Standard Security or any of the Finance Documents or otherwise shall operate as a waiver of the same, nor shall any single or partial waiver preclude any further or other exercise of any such rights or the exercise of any other of such rights.
- 8.3 The Chargor hereby agrees (except where inconsistent with the Secured Facilities Agreement):
 - 8.3.1 to indemnify on demand the Security Agent and each of the Secured Parties and any Receiver or Administrator against all losses, actions, claims, costs, charges, expenses and liabilities incurred by it and/or by any Receiver or Administrator (including any substitute delegate attorney as aforesaid) in relation to this Standard Security or the Secured Obligations (including, without limitation, the costs, charges and expenses incurred in the exercise of any of the rights, remedies and powers conferred or in the perfection or enforcement of the security constituted, in the perfection or enforcement of any other security for or guarantee in respect of the Secured Obligations) or occasioned by any breach by the Chargor of any of its undertakings, obligations or covenants under this Standard Security; and
 - 8.3.2 to pay interest on any such demand at the Default Rate from time to time from the date on which the same was demanded until payment, any such interest to be secured upon the Property hereunder and forming part of the Secured Obligations.

8.4 No amendments or waiver of any provision of, and no consent to any departure by the Chargor from this Standard Security shall be effective unless in writing and signed by or on behalf of the Security Agent and any such waiver or consent shall only be effective in the specific case and for the specific purpose for which it was given.

9 **WARRANTICE**

The Chargor grants warrantice in respect of the foregoing Standard Security.

10 **ASSIGNATION**

The Security Agent may assign or charge or grant security over or hold in trust, express or implied, the creditor's interest in this Standard Security in whole or in part without any requirement for obtaining the consent of the Chargor.

11 **CERTIFICATION OF SUMS DUE**

Any sums due by the Chargor shall be conclusively ascertained (manifest error excepted) by a Certificate under the hand of an official or manager of the Security Agent.

12 **LIMITATION OF LIABILITY**

12.1 Subject to clause 12.2 below, in no event shall this Standard Security stand as security for any obligations or liabilities of the Parent or a US Obligor under the Finance Documents and the definition of "Secured Obligations" shall be construed accordingly.

12.2 Immediately upon the amendment of the US Code to allow a "controlled foreign corporation" as defined in section 957(a) of the US Code to provide security for all or any obligations or liabilities of the Parent or a US Obligor under the Finance Documents, without adverse tax consequences, the Standard Security shall automatically stand as security for all or any amount of the obligations or liabilities of the Parent or a US Obligor under the Finance Documents and the definition of "Secured Obligations" shall be construed accordingly-

13 **CONSENT TO REGISTRATION**

The Chargor hereto consents to the registration hereof and of any Certificates as aforesaid for preservation and execution.

IN WITNESS WHEREOF these presents consisting of this and the preceding six pages together with the Schedule annexed and executed as relative hereto are executed as follows:

SUBSCRIBED for and on behalf of
GAS MEASUREMENT INSTRUMENTS LIMITED

at Waltham MA
on the 30th day
of October 2013
by

Jesse Feldman Director
Full Name

before this witness

Valerie Walker Witness
Full Name
930 Winter St Address
Waltham, MA 02451

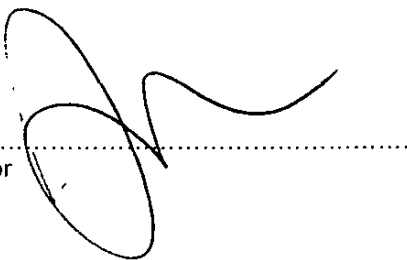
This is the Schedule referred to in the foregoing Standard Security by Gas Measurement Instruments Limited in favour of HSBC Corporate Trustee Company (UK) Limited as Security Agent

Part 1

The Property

ALL and WHOLE the heritable subjects known as and forming Block 2 Inchinnan Industrial Estate, Brownsfield Road, Inchinnan, Renfrew, being the subjects registered in the Land Register of Scotland under Title Number REN60179.

Director

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a wavy line, positioned over a horizontal dotted line.