



Registration of a Charge

Company name: **CLYDE UNION LIMITED**

Company number: **SC317760**

Received for Electronic Filing: **25/06/2020**



X97XIQV4

Details of Charge

Date of creation: **11/06/2020**

Charge code: **SC31 7760 0010**

Persons entitled: **BNP PARIBAS (AS COLLATERAL AGENT)**

Brief description:

Contains fixed charge(s).

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: **CAHILL GORDON & REINDEL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 317760

Charge code: SC31 7760 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 11th June 2020 and created by CLYDE UNION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th June 2020 .

Given at Companies House, Edinburgh on 26th June 2020

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**

Supplement to the U.S. Collateral Agreement (Second Lien)

SUPPLEMENT NO. 1 (this “*Supplement*”), dated as of June 11, 2020, to the U.S. Collateral Agreement (Second Lien) dated as of March 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among Celeros Flow Technology, LLC (f/k/a Boardwalk Parent, LLC) (the “*Borrower*”), each Subsidiary of the Borrower from time to time party thereto (each, a “*Subsidiary Loan Party*”) and BNP PARIBAS, as collateral agent (together with its successors and assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined therein).

A. Reference is made to the Second Lien Credit Agreement, dated as of March 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Lenders party thereto from time to time, BNP Paribas, as administrative agent, and the other parties thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Collateral Agreement, as applicable.

C. The Pledgors have entered into the Collateral Agreement pursuant to the requirements set forth in Section 5.10 of the Credit Agreement. Section 5.16 of the Collateral Agreement provides that additional Subsidiaries of the Borrower may become Subsidiary Loan Parties and Pledgors under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the “*New Subsidiary*”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Loan Party and a Pledgor under the Collateral Agreement solely to grant a security interest in and to its (i) owned United States Intellectual Property and (ii) Copyright Licenses, Patent Licenses and Trademark Licenses that are governed by United States law.

Accordingly, the New Subsidiary agrees as follows:

SECTION 1. In accordance with Section 5.16 of the Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Loan Party and a Pledgor under the Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Loan Party and a Pledgor, solely to the extent of the New Subsidiary’s interests in (i) owned United States Intellectual Property and (ii) Copyright Licenses, Patent Licenses and Trademark Licenses that are governed by United States law, and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Pledgor thereunder and (b) represents and warrants that the representations and warranties made by it as a Pledgor thereunder are true and correct in all material respects on and as of the date hereof, in each case, solely to the extent of the New Subsidiary’s interests in (i) owned United States Intellectual Property and (ii) Copyright Licenses, Patent Licenses and Trademark Licenses that are governed by United States law. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Secured

Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to its (i) owned United States Intellectual Property and (ii) Copyright Licenses, Patent Licenses and Trademark Licenses that are governed by United States law. Solely to the extent of the New Subsidiary's interests in (i) owned United States Intellectual Property and (ii) Copyright Licenses, Patent Licenses and Trademark Licenses that are governed by United States law, each reference to a "Subsidiary Loan Party" or a "Pledgor" in the Collateral Agreement shall be deemed to include the New Subsidiary (except as otherwise provided in clause (ii) of the definition of Pledgor to the extent applicable). The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that, as of the date hereof, set forth on *Schedule I* attached hereto is a list of any and all Intellectual Property now owned by the New Subsidiary consisting of Patents and Trademarks applied for or registered with the United States Patent and Trademark Office and Copyrights registered with the United States Copyright Office.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the

Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall (except as otherwise expressly permitted by the Collateral Agreement) be in writing and given as provided in Section 5.01 of the Collateral Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Subsidiary has duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

[Signature Page Follows]

CLYDE UNION LIMITED

By: _____

Name:  Chris McVicker

Title: Director

Address: 149 Newlands Road, Cathcart, Glasgow, G44 4EX

Legal Name: Clyde Union Limited

Jurisdiction of Formation: Scotland, United Kingdom

Schedule I to
Supplement No. 1 to the
U.S. Collateral Agreement (Second Lien)

Intellectual Property

A. U.S. Federally Issued or Applied for Patents Owned by New Subsidiary

Owner	Patent	App. No or Issue No.	Grant Date
Clyde Union Limited	Pump Device	8,678,761	3/25/2014
Clyde Union Limited	Pump Assembly	6,884,031	4/26/2005
Clyde Union Limited	Downhole Gas/Water Separation and Re-Injection	6,691,781	2/17/2004
Clyde Union Limited	Downhole Gas Compression	6,601,651	8/5/2003
Clyde Union Limited	Zero Emissions Reciprocating Pump	7,784,395	8/31/2010
Clyde Union Limited	Zero Emissions Reciprocating Pump	8,191,460	6/5/2012
Clyde Union Limited	Zero Emissions Reciprocating Pump	8,511,219	8/20/2013
Clyde Union Limited	Zero Emissions Reciprocating Pump	9,027,932	5/12/2015

B. **U.S. Federally Registered Copyrights Owned by New Subsidiary**

U.S. Copyright Registrations

None.

C. U.S. Federally Registered or Applied for Trademarks Owned by New Subsidiary

Owner	Mark	Reg. No.	Reg. Date
Clyde Union Limited	CLYDEUNION (& Design)	4378077	8/6/2013