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COMPANIES FORM No. 466(Scot)

# 466

## Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

CHFP025

Please do not  
write in this  
margin

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

112

SC426386

Name of company

\* Premier Hytemp Bidco Limited

\* insert full name  
of Company

Date of creation of the charge (note 1)

30 November 2012

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Bond and Floating Charge

Names of the persons entitled to charge

Lloyds Bank Commercial Finance Limited (formerly Lloyds TSB Commercial Finance Limited)

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is or may be from time to time while the Charge is in force comprised in the Company's property and undertaking.

Presentor's name address and  
reference (if any):

Dickson Minto W.S.

16 Charlotte Square

Edinburgh

EH2 4DF

DX 199 Edinburgh

LHE/P168/001

For official use (06/2005)

Charges S

FRIDAY



\*S3CWEQOJ\*

SCT

25/07/2014

#67

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

See Rider A attached

*Please do not  
write in  
this margin*

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Date(s) of execution of the instrument of alteration

27 June 2014, 4 July 2014 and 9 July 2014

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

See Rider B attached

;

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

*Please do not  
write in  
this margin*

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

*Please complete  
legibly, preferably  
in black type or  
bold block lettering*

See Rider C attached

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

*Please do not  
write in  
this margin*

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Signed Dillon - M - L.S. Date 25.7.14

On behalf of [company] ~~XXXXXX~~ †

*A fee is payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)*

### Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc, as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as  
appropriate

**PREMIER HYTEMP BIDCO LIMITED**

**(Registered Number SC426386)**

**RIDER A - FORM 466 - (AMENDMENT AGREEMENT TO INTERCREDITOR AGREEMENT)**

**Names and addresses of the persons who have executed the instrument of alteration**

- (1) Premier Hytemp Topco Limited, company number SC426384 and having its registered office at Newbridge Industrial Estate, Newbridge, Midlothian EH28 8PJ ("**Topco**");
- (2) Premier Hytemp Bidco Limited, company number SC426386 and having its registered office at Newbridge Industrial Estate, Newbridge, Midlothian EH28 8PJ ("**Bidco**");
- (3) Premier Hytemp Holdings Limited, company number SC326297 and having its registered office at Newbridge Industrial Estate, Newbridge, Midlothian EH28 8PJ R ("**Holdings**");
- (4) Premier Hytemp Limited, company number SC093051 and having its registered office at Newbridge Industrial Estate, Newbridge, Midlothian EH28 8PJ ("**PHL**");
- (5) Premier Hytemp Limited (Canada), company number BC0944579 ("**Canada**");
- (6) Premier Hytemp Pte. Ltd. (Singapore), company number 199908228H ("**Singapore**");
- (7) Premier Hytemp Inc., company number 801352372 ("**Texas**");  
  
(Topco, Bidco, Holdings, PHL, Canada, Singapore and Texas being together referred to as the "**Obligors**")
- (8) Bank of Scotland plc, company number SC327000 and having its registered office at The Mound, Edinburgh, EH1 1YZ (the "**WCF Lender**");
- (9) Lloyds Bank Commercial Finance Limited (formerly Lloyds TSB Commercial Finance Limited), company number 00733011 and having its registered office at No 1 Brookhill Way, Banbury, Oxon, OX16 3EL (the "**RFA Lender**");
- (10) Dunedin Buyout Fund II LP, limited partnership number SL005761, and having its registered office at Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN acting by its general partner Dunedin Capital Partners (GPII) Limited, company number SC296515, and having its registered office at Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN (the "**Investors**");
- (11) DCG Nominees Limited, company number 07196683 and having its registered office at Dukes Court, 32 Dukes Street, St James's, London SW1Y 6DF, as agent and security trustee for itself and each of the Investors in terms

*DM*

of the Subordinated Lender Documents (in such capacity hereinafter referred to as the "Investor Security Trustee"); and

- (12) Topco, Bidco, Holdings and PHL as subordinated lenders (the "**Subordinated Lenders**").

Terms defined in the Form 466 and in Rider B to the Form 466 shall have the same meaning when used in this Rider A.

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**PREMIER HYTEMP BIDCO LIMITED**

**(Registered Number SC426386)**

**RIDER B - FORM 466 - (AMENDMENT AGREEMENT TO INTERCREDITOR AGREEMENT)**

**A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with, the floating charge**

1. Subject to Clause 4.2 (Permitted Investor Payments) of the Intercreditor Agreement, until the Senior Discharge Date, without the prior consent of the Senior Lenders no Obligor shall create or permit to subsist, and no Investor shall receive, any Security over any asset of any Obligor or give or permit to subsist any guarantee in respect of any part of the Loan Note Debt, other than under the Loan Note Security Documents and the guarantees contained in the Loan Note Security Documents.
2. Subject to Clause 5.1.3 of the Intercreditor Agreement, until the Senior Discharge Date has occurred without the prior written consent of the Senior Lenders and until the Loan Note Discharge Date has occurred without the prior written consent of the Investors no Obligor will create or permit to subsist, and no Subordinated Lender will receive, any Security over any asset of any Obligor or give or permit to subsist any guarantee in respect of any part of the Subordinated Lender Debt.

Where:

**"Additional Liabilities"** means in relation to a Debt any money or liability which arises or is incurred as a result of or in connection with:

- a) any deferral, extension, novation or refinancing of that Debt;
- b) any claim for damages, restitution or otherwise made in connection with that Debt;
- c) any claim against an Obligor resulting from a recovery by that Obligor or any other person of a payment or discharge in respect of that Debt on the grounds of preference or otherwise; or
- d) any amount (including post-insolvency interest) which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

**"Borrower"** means Premier Hytemp Limited and each other person which is or becomes a borrower under any Finance Document;

**"Clawback"** means any payment or repayment to the Senior Lenders, the Investors, the Investor Security Trustee or the Subordinated Lenders (as the case may be) of

monies received by them and applied in or towards the payment and discharge of any Debt which is required by any agreement, law or regulation to be paid or repaid as the case may be to any Obligor or any other person;

**"Debt"** means all or any of the Senior Debt, the Loan Note Debt and the Subordinated Lender Debt;

**"Finance Documents"** means the Senior Finance Documents and the Loan Note Documents, each a **Finance Document**;

**"Intercreditor Agreement"** means the intercreditor agreement dated 30 November 2012 between the Obligors, the WCF Lender, the RFA Lender, the Investors, the Investor Security Trustee and the subordinated Lenders as amended by the Amendment Agreement dated 27 June 2014, 4 July 2014 and 9 July 2014;

**"Loan Note Debt"** means all money and liabilities now or in the future due or owing to any Investor or the Investor Security Trustee by any Borrower under or in connection with any Loan Note Documents in any currency (whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety) together with all Additional Liabilities relating thereto (including any increase or reinstatement of such liabilities resulting from the operation of a Clawback);

**"Loan Note Discharge Date"** means the date on which the Loan Note Debt has been irrevocably and unconditionally discharged in full and no Investor has any continuing obligation to any Borrower under or in connection with any of the Loan Note Documents;

**"Loan Note Documents"** has the meaning given to that term in the Senior Facilities Agreement;

**"Loan Note Security Documents"** means all documents constituting Security by any of the Obligors in favour of the Investor Security Trustee, including, but not limited to, the following documents dated on or around the date of the Intercreditor Agreement;

- a) a bond and floating charge granted by the Borrower in favour of the Investor Security Trustee;
- b) a bond and floating charge granted by the Premier Hytemp Holdings Limited in favour of the Investor Security Trustee;
- c) a bond and floating charge granted by the Premier Hytemp Bidco Limited in favour of the Investor Security Trustee;
- d) a bond and floating charge granted by the Premier Hytemp Holdco Limited in favour of the Investor Security Trustee;
- e) a guarantee granted by Premier Hytemp Holdco Limited in favour of the Investor Security Trustee; and



- f) a standard security granted by the Borrower in favour of the Investor Security Trustee,

and **Loan Note Security Document** shall be construed accordingly;

**"New Money Commitments"** means credit facilities (or other facilities under which credit exposures may arise) provided by the Senior Lenders to a Borrower after the date of the Intercreditor Agreement in addition to those which the Senior Lenders are committed to provide under the Senior Finance Documents in force as at the date of the Intercreditor Agreement;

**"Property Loan Agreement"** means any loan agreement entered into from time to time between the WCF Lender and Premier Hytemp Limited in respect of property term loan facilities;

**"Receivables Finance Agreement"** means receivables finance agreement between the RFA Lender and Premier Hytemp Limited dated on or around the date of the Intercreditor Agreement;

**"RFA Debt"** means all money and liabilities now or in the future due or owing to the RFA Lender by any Obligor under or in connection with any RFA Finance Document in any currency (whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety) together with all Additional Liabilities and New Money Commitments relating thereto (including any increase or reinstatement of liabilities resulting from the operation of a Clawback);

**"RFA Finance Documents"** means all documents, including security documents, relating to or evidencing indebtedness of the Obligors in respect of the Receivables Finance Agreement and the Stock Loan Agreement and **RFA Finance Document** shall be construed accordingly;

**"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;

**"Senior Debt"** means the WCF Debt and the RFA Debt;

**"Senior Discharge Date"** means the date on which the Senior Debt has been irrevocably and unconditionally discharged in full and the Senior Lenders have no continuing obligation to any Obligor or any other person under or in connection with any of the Senior Finance Documents;

**"Senior Facilities Agreements"** means (1) the WCF Agreement, (2) the Receivables Finance Agreement, (3) the Stock Loan Agreement and (4) the Property Loan Agreement;

**"Senior Finance Documents"** means the WCF Finance Documents and the RFA Finance Documents, and **Senior Finance Document** shall be construed accordingly;

**"Senior Lenders"** means the WCF Lender and the RFA Lender;

**"Stock Loan Agreement"** means the stock loan agreement between the RFA Lender and Premier Hytemp Limited dated on or around the date of the Intercreditor Agreement;

**"Subordinated Lenders"** means the Subordinated Lenders and any other party which becomes a party to the Intercreditor Agreement as a Subordinated Lender to whom any liabilities under the Subordinated Lender Documents may be payable or owing (whether or not matured) from time to time and which accedes to the Intercreditor Agreement as a Subordinated Lender;

**"Subordinated Lender Debt"** means all money and liabilities (including, without limitation, any dividends) now or in the future due or owing to any Subordinated Lender by any Obligor under or in connection with any Subordinated Lender Document (whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety and in any currency) together with all Additional Liabilities relating thereto (including any increase or reinstatement of such liabilities resulting from the operation of a Clawback);

**"Subordinated Lender Documents"** means the Subordinated Lender Loan Agreements and any other document evidencing the Subordinated Lender Debt, any other document or agreement providing for the payment of any amounts by any Borrower to a Subordinated Lender and any other document designated as a Subordinated Lender Document by (a) until the Senior Discharge Date, the Senior Lenders and the Company and (b) after the Senior Discharge Date and until the Loan Note Discharge Date, the Investors and the Company, each a **Subordinated Lender Document**;

**"Subordinated Lender Loan Agreements"** means any agreement or arrangement, entered into from time to time, relating to indebtedness due by the Obligors to the Subordinated Lenders;

**"WCF Agreement"** means working capital facility agreement between the WCF Lender and the Obligors dated on or around the Intercreditor Agreement;

**"WCF Debt"** means all money and liabilities now or in the future due or owing to the WCF Lender by any Obligor under or in connection with any WCF Finance Document in any currency (whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety) together with all Additional Liabilities and New Money Commitments relating thereto (including any increase or reinstatement of liabilities resulting from the operation of a Clawback); and

**"WCF Finance Documents"** means all documents, including security documents, relating to or evidencing indebtedness of the Obligors in respect of the WCF Agreement and the Property Loan Agreement and **WCF Finance Document** shall be construed accordingly.

Terms defined in the Form 466 and in Rider A to the Form 466 shall have the same meaning when used in this Rider B.

**PREMIER HYTEMP BIDCO LIMITED****(Registered Number SC426386)****RIDER C- FORM 466 - (AMENDMENT AGREEMENT TO INTERCREDITOR AGREEMENT)**

**A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed security or to other floating charges**

1. Except as otherwise provided in the Intercreditor Agreement, guarantees, indemnities and security conferred on the Finance Parties by the Finance Documents will for all purposes and at all times rank in the following order:
  - 1.1 the RFA Security Documents, insofar as they constitute Security over the Book Debts, the Related Rights and the Stock, to the extent of the RFA Debt;
  - 1.2 the WCF Security Documents to the extent of the WCF Debt;
  - 1.3 the Loan Note Security Documents to the extent of the Loan Note Debt; and
  - 1.4 the RFA Security Documents, in all other respects, to the extent of the RFA Debt.
2. Each of the Parties agrees that the Subordinated Lender Debt is unsecured.
3. Each of the Parties agrees that the Subordinated Lender Debt is postponed and subordinated to the Senior Debt and the Loan Note Debt is ranked and secured as set out in Clause 10.1.1 of the Intercreditor Agreement.

Where:

**"Book Debts"** means any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract of Sale (whether invoiced or not) and, where the context permits, includes part of an invoice and the Related Rights;

**"Contract of Sale"** means has the same meaning given to that term in the Receivables Finance Agreement;

**"Customer"** has the same meaning given to that term in the Receivables Finance Agreement;

**"Finance Parties"** means the Senior Lenders and the Investors, each a **Finance Party**;

**"Related Rights"** has the same meaning given to that term in the Receivables Finance Agreement;

**"RFA Security Documents"** means all documents constituting Security by any of the Obligors in favour of the RFA Lender;

**"Stock"** means Stock as defined in the Stock Loan Agreement; and

**"WCF Security Documents"** means all documents constituting Security by any of the Obligors in favour of the WCF Lender.

Terms defined in the Form 466 and in Riders A and B to the Form 466 shall have the same meaning when used in this Rider C.

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WE CERTIFY THAT, SAVE FOR MATERIAL  
REDACTED PURSUANT TO SECTION 859G  
OF THE COMPANIES ACT 2006, THIS COPY  
INSTRUMENT IS A CORRECT COPY OF  
THE ORIGINAL INSTRUMENT

Dickson Minto W.S.  
DICKSON MINTO W.S.  
DATE: 25 July 2016

## AMENDMENT AGREEMENT

dated 27 June 2014, 4 July 2014 and 9 July 2014

between

- (1) THE COMPANIES LISTED IN PART 1 OF THE SCHEDULE  
as the Obligors
  - (2) BANK OF SCOTLAND PLC  
as WCF Lender
  - (3) LLOYDS BANK COMMERCIAL FINANCE LIMITED  
as RCF Lender
  - (4) DUNEDIN BUYOUT FUND II LP acting by its general partner DUNEDIN  
CAPITAL PARTNERS (GP II) LIMITED  
as the Investors
  - (5) DCG NOMINEES LIMITED  
as the Investor Security Trustee
- and
- (6) THE PARTIES LISTED IN PART 2 OF THE SCHEDULE  
as the Subordinated Lenders

**THIS AMENDMENT AGREEMENT** is entered into between:

- (1) **THE COMPANIES** listed in Part 1 of the Schedule (the "**Obligors**");
- (2) **BANK OF SCOTLAND PLC**, (Company Number SC327000) and having its registered office at The Mound, Edinburgh EH1 1YZ (the "**WCF Lender**");
- (3) **LLOYDS BANK COMMERCIAL FINANCE LIMITED** (formerly **Lloyds TSB Commercial Finance Limited**), (Company Number 00733011) and having its registered office at No. 1 Brookhill Way, Banbury, Oxon, OX16 3EL (the "**RFA Lender**");
- (4) **DUNEDIN BUYOUT FUND II L.P.**, limited partnership number SL005761, and having its registered office at Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN acting by its general partner **DUNEDIN CAPITAL PARTNERS (GP II) LIMITED**, company number SC296515, and having its registered office at Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN (the "**Investors**");
- (5) **DCG NOMINEES LIMITED** (Company Number 07196683) and having its registered office at Dukes Court, 32 Dukes Street, St James's, London SW1y 6DF, as agent and security trustee for itself and each of the Investors in terms of the Subordinated Lender Documents (in such capacity hereinafter referred to as the "**Investor Security Trustee**"); and
- (6) **THE PARTIES** listed in Part 2 of the Schedule (the "**Subordinated Lenders**").

**WHEREAS:**

- (A) The parties entered into an intercreditor agreement dated 30 November 2012 (the "**Intercreditor Agreement**") in terms of which certain arrangements were put in place to rank the Debt and the Transaction Security Documents (as each term is defined in the Intercreditor Agreement); and
- (B) the parties wish to amend the Intercreditor Agreement in accordance with the terms of this Amendment Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this Amendment Agreement the term "**Effective Date**" shall mean the date upon which all parties to this Amendment Agreement have signed this Amendment Agreement.
- 1.2. In this Amendment Agreement a term defined in the Intercreditor Agreement has the same meaning when used in this Amendment Agreement and Clause 1 (Definitions and Interpretation) of the Intercreditor Agreement shall apply hereto.
- 1.3. Unless expressly provided to the contrary in this Amendment Agreement, a person who is not a party to this Amendment Agreement has no right to

enforce or enjoy the benefit of any term of this Amendment Agreement. Notwithstanding any term of any Finance Document, the consent of any person who is not a party to this Amendment Agreement is not required to rescind or vary this Amendment Agreement at any time.

## **2. AMENDMENT OF THE INTERCREDITOR AGREEMENT**

- 2.1. With effect from the Effective Date, the Intercreditor Agreement shall be amended by the deletion of the word "second" in Clause 4.2.1(b) of the Intercreditor Agreement and the replacement therefor with the word "fourth".
- 2.2. Subject to the terms of this Amendment Agreement, the Intercreditor Agreement shall remain in full force and effect. With effect from the Effective Date, this Amendment Agreement and the Intercreditor Agreement shall be read and construed as one document and all references in the Intercreditor Agreement and in each of the Finance Documents to the Intercreditor Agreement shall be read and construed as references to the Intercreditor Agreement as amended by this Amendment Agreement.
- 2.3. Save to the extent expressly provided in this Agreement, the Finance Documents shall remain in full force and effect.

## **3. CONSENTS**

Each of the parties hereto hereby consents for all purposes of the Finance Documents to the provision of hire purchase facilities of up to £1,100,000 in aggregate by Lloyds Bank Commercial Finance Limited to Premier Hytemp Limited and the provision of a parent company guarantee in respect of such hire purchase facilities by Premier Hytemp Holdings Limited to Lloyds Bank Commercial Finance Limited.

## **4. PRESERVATION OF GUARANTEES AND SECURITY**

Each Obligor confirms that the Transaction Security Documents granted by it on or prior to the date of this Amendment Agreement and the security rights constituted or evidenced by the Transaction Security Documents are and remain in full force and effect.

## 5. GOVERNING LAW

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

IN WITNESS WHEREOF these presents consisting of this and the preceding two pages, together with the Schedule in two parts annexed hereto are subscribed as follows:

SUBSCRIBED for and on behalf of PREMIER HYTEMP TOPCO LIMITED acting by:

[REDACTED] Signature of Director  
WILLIAM J GOW Name of Director

in the presence of:

[REDACTED] Witness (Signature)  
HARUN RASHID Full Name  
[REDACTED] Address  
[REDACTED]  
[REDACTED] Occupation

all together at Newbridge on the 27<sup>th</sup> day  
of June 2014

SUBSCRIBED for and on behalf of PREMIER HYTEMP BIDCO LIMITED acting by:

[REDACTED] Signature of Director  
WILLIAM J GOW Name of Director

in the presence of:

[REDACTED] Witness (Signature)  
HARUN RASHID Full Name  
[REDACTED] Address  
[REDACTED]  
[REDACTED] Occupation

all together at Newbridge on the 27<sup>th</sup> day  
of June 2014



SUBSCRIBED for and on behalf of PREMIER HYTEMP HOLDINGS LIMITED  
acting by:

[REDACTED] Signature of Director

WILLIAM J GOW Name of Director

in the presence of:

[REDACTED] Witness (Signature)

MARLIN RASHID Full Name

[REDACTED] Address

[REDACTED] Occupation

all together at Newbridge on the 27<sup>th</sup> day  
of June 2014

SUBSCRIBED for and on behalf of PREMIER HYTEMP LIMITED acting by:

[REDACTED] Signature of Director

WILLIAM J GOW Name of Director

in the presence of:

[REDACTED] Witness (Signature)

MARLIN RASHID Full Name

[REDACTED] Address

[REDACTED] Occupation

all together at Newbridge on the 27<sup>th</sup> day  
of June 2014

SUBSCRIBED for and on behalf of PREMIER HYTEMP LIMITED (CANADA)  
acting by:

[REDACTED] Signature of Director

WILLIAM J HOLD Name of Director

in the presence of:

[REDACTED] Witness (Signature)

CHARLIN RASHID Full Name

[REDACTED] Address

[REDACTED]

[REDACTED] Occupation

all together at Newbridge on the 27<sup>th</sup> day  
of June 2014

SUBSCRIBED for and on behalf of PREMIER HYTEMP PTE. LTD (SINGAPORE)  
acting by:

[REDACTED] Signature of Director

WILLIAM J HOLD Name of Director

in the presence of:

[REDACTED] Witness (Signature)

CHARLIN RASHID Full Name

[REDACTED] Address

[REDACTED]

[REDACTED] Occupation

all together at Newbridge on the 27<sup>th</sup> day  
of June 2014

SUBSCRIBED for and on behalf of PREMIER HYTEMP INC. acting by:

[REDACTED] Signature of Director

WILLIAM J HOLD Name of Director

in the presence of:

[REDACTED] Witness (Signature)

MARVIN RATHID Full Name

[REDACTED] Address

[REDACTED] Occupation

all together at Newbridge on the 27<sup>th</sup> day  
of June 2014

SUBSCRIBED for and on behalf of BANK OF SCOTLAND PLC acting by:

[REDACTED]  
ANDREW SLOAN Print Name

in the presence of:

[REDACTED] Witness (Signature)


MARGARET BROTHWORTH Full Name

[REDACTED] Address


[REDACTED] Occupation

all together at EDINBURGH on the 4<sup>th</sup> day  
of July 2014

SUBSCRIBED for and on behalf of LLOYDS BANK COMMERCIAL FINANCE LIMITED acting by:


  
 \_\_\_\_\_  
 GENE LADDIN Print Name

in the presence of:

  
 \_\_\_\_\_ Witness (Signature)


DAVID DODDS \_\_\_\_\_ Full Name

  
 \_\_\_\_\_ Address

  
 \_\_\_\_\_ Occupation

all together at GLASGOW on the 9<sup>th</sup> day  
 of JULY 2014


SUBSCRIBED for and on behalf of DUNEDIN BUYOUT FUND II LP acting by its general partner DUNEDIN CAPITAL PARTNERS (GP II) LIMITED acting by:

  
 \_\_\_\_\_ Attorney  
 JONAL BENNET \_\_\_\_\_ Print Name

in the presence of:

  
 \_\_\_\_\_ Witness (Signature)

Simon Rowan \_\_\_\_\_ Full Name

  
 \_\_\_\_\_ Address

  
 \_\_\_\_\_ Occupation

all together at Edinburgh on the 27<sup>th</sup> day  
 of June 2014

SUBSCRIBED for and on behalf of DCG NOMINEES LIMITED acting by:

 Attorney



FRUGAL BENNETT Print Name

in the presence of:

 Witness (Signature)

Simon Rowan Full Name

 Address

  
 Occupation

all together at Edinburgh on the 27<sup>th</sup> day  
of June 2014

This is the Schedule in two parts referred to in the foregoing Amendment Agreement between, among others, Premier Hytemp Topco Limited, Bank of Scotland plc and Lloyds Bank Commercial Finance Limited dated 27 June 2014, 4 July 2014 and 9 July 2014

## THE SCHEDULE

### PART 1

#### THE OBLIGORS

| <i>Company Name</i>                     | <i>Registered No./File No.</i> |
|---|--------------------------------|
| Premier Hytemp Topco Limited            | SC426384                       |
| Premier Hytemp Bidco Limited            | SC426386                       |
| Premier Hytemp Holdings Limited         | SC326297                       |
| Premier Hytemp Limited                  | SC093051                       |
| Premier Hytemp Limited (Canada)         | BC0944579                      |
| Premier Hytemp Pte. Ltd.<br>(Singapore) | 199908228H                     |
| Premier Hytemp Inc. (Texas)             | 801352372                      |

## THE SCHEDULE

## PART 2

## THE SUBORDINATED LENDERS

| <i>Company Name</i>                     | <i>Registered No./File No.</i> |
|---|--------------------------------|
| Premier Hytemp Topco Limited            | SC426384                       |
| Premier Hytemp Bidco Limited            | SC426386                       |
| Premier Hytemp Holdings Limited         | SC329297                       |
| Premier Hytemp Limited                  | SC093051                       |
| Premier Hytemp Limited (Canada)         | BC0944579                      |
| Premier Hytemp Pte. Ltd.<br>(Singapore) | 199908228H                     |
| Premier Hytemp Inc. (Texas)             | 801352372                      |



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF AN ALTERATION TO A FLOATING CHARGE**

**COMPANY NO. 426386**

**CHARGE NO. 2**

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 9 JULY 2014 WERE DELIVERED  
PURSUANT TO SECTION 878 OF THE COMPANIES ACT 2006  
ON 25 JULY 2014**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 30  
NOVEMBER 2012**

**BY PREMIER HYTEMP BIDCO LIMITED**

**IN FAVOUR OF  
LLOYDS TSB COMMERCIAL FINANCE LIMITED**

**FOR SECURING ALL SUMS DUE OR TO BECOME DUE**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 30 JULY 2014**



**Companies House**



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