Companies House

MR01(ef)

Registration of a Charge

Company name: **TRILLIUM FLOW TECHNOLOGIES HOLDINGS LTD.**

Company number: **SC602583**

Received for Electronic Filing: **12/11/2019**

X8I3QEG2

Details of Charge

Date of creation: **25/10/2019**

Charge code: **SC60 2583 0002**

Persons entitled: **BNP PARIBAS**

Brief description: **N/A**

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: **ALLAN LEAL**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 602583

Charge code: SC60 2583 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th October 2019 and created by TRILLIUM FLOW TECHNOLOGIES HOLDINGS LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th November 2019 .

Given at Companies House, Edinburgh on 13th November 2019

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

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

EXECUTION VERSION

Burness Paull

TRILLIUM FLOW TECHNOLOGIES HOLDINGS LTD
as Chargor

in favour of

BNP PARIBAS
as Security Agent for the Secured Parties

BOND AND FLOATING CHARGE

for and on behalf of Burness Paull LLP
at EDINBURGH on 11 NOVEMBER 2019
I certify that, save for the material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

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BOND AND FLOATING CHARGE

by

(1) **TRILLIUM FLOW TECHNOLOGIES HOLDINGS LTD**, a company incorporated under the Companies Acts with registered number SC602583 and having its registered office at Clydesdale Bank Exchange, Fourth Floor, 20 Waterloo Street, Glasgow, Scotland, G2 6BD (the "**Chargor**")

in favour of

(2) **BNP PARIBAS** whose office is at 787, Seventh Avenue, New York, NY 10019 or such other office as it may select from time to time as trustee for the Secured Parties (as defined in the Credit Agreement referred to below) (the "**Security Agent**").

CONSIDERING THAT:

(A) the Chargor enters into this Instrument in connection with the Credit Agreement (as defined below).

NOW IT IS HEREBY AGREED AND DECLARED as follows:

1 **DEFINITIONS AND INTERPRETATION**

In this Instrument:

"**Administrator**" means any administrator appointed in respect of the Chargor whether by the Security Agent, a court or otherwise;

"**Credit Agreement**" means the credit agreement dated 28 June 2019 between, FR Flow Control Luxco I S.à r.l. and FR Flow Control CB LLC as borrowers, amongst other entities the Chargor as guarantor, the Secured Parties and the Security Agent;

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent and/or any Receiver (as appropriate);

"**Discharge Date**" means the date on which all the Secured Liabilities have been irrevocably discharged in full and no further Secured Liabilities are capable of arising;

"**Enforcement Event**" means the occurrence of an Event of Default which is continuing and which has resulted in the Agent serving a notice pursuant to Section 8.02 (Remedies upon Event of Default) of the Credit Agreement;

"**Event of Default**" has the meaning given to it in the Credit Agreement;

"**Insurances**" means the Chargor's interest in all contracts and policies of insurance which are from time to time taken out or effected by or on behalf of the Chargor in connection with the Secured Assets;

"**Receiver**" means any receiver or administrative receiver appointed in respect of the Secured Assets (whether pursuant to this Instrument, pursuant to any statute, by a court or otherwise) and includes joint receivers;

"**Regulations**" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226);

"**Relevant Currency**" means, in relation to each of the Secured Liabilities, the currency in which it is from time to time denominated;

"**Secured Assets**" means the whole of the property (including uncalled capital) which is or may be from time to time while this Instrument is in force comprised in the property and undertaking of the Chargor;

"**Secured Liabilities**" means all present and future Guaranteed Obligations of all kinds (whether direct or indirect) and in any currency (whether actual or contingent and whether owed as principal or surety, jointly or severally or in any other capacity whatsoever and whether owed to the original obligee or any other person as a result of any transfer, amalgamation or acquisition including interest, fees, banking charges, commission and sums due in relation to costs and expenses) due, owing or incurred to the Security Agent (whether for its own account or as agent for the Secured Parties) or any of the Secured Parties; and

"**US Security Agreement**" means the New York law governed security agreement dated 28 June 2019 among FR Flow Control Midco Limited as Parent, FR Flow Control Holdco Limited as Holdings, FR Flow Control Luxco I S.A.R.L. as Luxco Borrower, FR Flow Control CB LLC as US Borrower and each of the other grantors party thereto in favor of BNP Paribas as collateral agent.

1.1 **Construction**

1.1.1 Unless defined or construed in this Instrument, a term defined or construed in the Credit Agreement has the same meaning in this Instrument and in any notice given under or in connection with this Instrument.

1.1.2 A Loan Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Loan Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.

1.1.3 Unless a contrary indication appears, a reference in this Instrument to:

(a) a document in "agreed form" is a document which is previously agreed in writing by a Chargor and the Security Agent or, if not so agreed, is in the form specified by the Security Agent;

(b) "Secured Assets" includes:

(i) any part of that asset; and

(ii) any present and future assets of that type; and

(c) "Secured Liabilities" is deemed to include a reference to any part of them.

1.1.4 Clause and Schedule headings are for ease of reference only and shall be to a Clause or Schedule contained in this Instrument unless otherwise specified.

1.1.5 An Event of Default is "continuing" if it has not been remedied or waived.

1.1.6 The absence of or incomplete details relating to any Secured Asset in any Schedule does not affect the validity or enforceability of any Security under this Instrument.

1.1.7 If the Security Agent considers that an amount paid to any Secured Party under any Loan Document or in relation to any Secured Liability is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument.

1.1.8 The Security Agent shall not be under any obligation in relation to the Secured Assets as a consequence of this Instrument and the Chargor shall at times remain liable to perform all obligations in respect of the Secured Assets.

1.1.9 The term this "**Security**" means any security created by this Instrument.

1.1.10 A reference to any asset, unless the context otherwise requires, includes any present and future asset.

1.1.11 Unless the context otherwise requires, a reference to a Secured Asset includes the proceeds of sale of that Secured Asset.

1.2 **Third party rights**

1.2.1 Unless expressly provided to the contrary in a Loan Document, this Instrument does not confer on any person who is not a Party (other than any Administrator or Receiver) any right to enforce or otherwise invoke this Instrument or any part of it under the Contract (Third Party Rights) (Scotland) Act 2017.

1.2.2 Notwithstanding any term of any Loan Document, the consent of any person who is not a Party is not required to rescind or vary this Instrument at any time.

2 BOND

2.1 The Chargor undertakes to the Security Agent (as agent for the Secured Parties) to pay, discharge and satisfy all the Secured Liabilities when due in accordance with their respective terms (or, if the relevant terms do not specify a time for payment, immediately on demand by the Security Agent).

2.2 Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Instrument which is accordingly a qualifying floating charge.

3 FLOATING CHARGE

Subject to Clause 4 the Chargor as security for the payment and discharge of all the Secured Liabilities hereby grants in favour of the Security Agent a floating charge over the Secured Assets.

4 EXCLUDED ASSETS

4.1 Unless otherwise expressly agreed in writing between the Chargor and the Security Agent after the date of this Instrument, there shall be excluded from the Security created by this Instrument, from the other provisions of this Instrument and from the operation of any further assurance provisions contained in the Loan Documents:

4.1.1 those assets over which the granting of security interests in such assets would be prohibited by permitted contracts, leases or instruments (to the extent existing on or after the Closing Date or upon the acquisition of a subsidiary, and in each case, not in contemplation hereof), applicable law or regulation or the organizational documents of any non-wholly owned subsidiary (including permitted liens, leases and licenses), or those assets over which the granting of security interests would result in adverse tax consequences as reasonably determined by the Borrowers in consultation with the Security Agent, including any asset or undertaking which the Chargor is precluded from creating security on or over without the prior consent of a third party;

4.1.2 those assets or undertakings to the extent that any such Security created or further assurance provisions would conflict with the fiduciary duties of the directors of the Chargor or contravene any legal prohibition, contractual restriction or regulatory condition or would result in (or in a risk of) personal or criminal liability on the part of any officer of the Chargor, provided that the Chargor shall use commercially reasonable efforts to overcome any such obstacle; and

4.1.3 any Shares and Related Rights in a joint venture or any Person other than a Borrower or wholly owned Restricted Subsidiaries that cannot be pledged without the consent of one or more third parties other than a Loan Party.

5 NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE

5.1 The Chargor shall not create or permit to subsist any Security over all or part of the Secured Assets other than as permitted under the Credit Agreement.

5.2 Any fixed security granted by the Chargor in favour of the Security Agent (whether before or after the date of execution of this Instrument) shall rank in priority to this Security.

5.3 In the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in Clause 5.1 or with the consent of the Security Agent under Clause 5.1 but with no written agreement of the Security Agent as to the ranking of them, this Instrument shall rank in priority to that fixed security or floating charge.

6 GENERAL REPRESENTATIONS AND WARRANTIES

6.1 Article V (Representations and Warranties) of the Credit Agreement shall apply to this Instrument as if it has been set out in full herein mutatis mutandis so that references to "this Agreement" shall be construed as references to "this Instrument".

7 GENERAL UNDERTAKINGS

7.1 The undertakings contained in this Clause 7 and elsewhere in this Instrument remain in force from the date of this Instrument until the Discharge Date.

Security not to be prejudiced

7.2 No Chargor shall do, or permit to be done, anything which could prejudice the Security constituted or expressed to be constituted by this Instrument.

8 RELEASE OF SECURITY

8.1 Upon the occurrence of the Discharge Date or a release pursuant to Sections 9.11(a) (Collateral and Guaranty Matters), 9.11(c) (Collateral and Guaranty Matters) or 11.10 (Release of Guarantors) of the Credit Agreement, the Security Agent shall, at the request and cost of the Chargor, take all steps necessary to release and cancel the security constituted by this Instrument and procure the reassignment to that Chargor of the property and assets assigned to the Security Agent pursuant to this Instrument, in each case without recourse to, or any representation or warranty by, Security Agent or any of its Delegates.

8.2 If any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the

Chargor under this Instrument and the Security created by that document will continue and such amount will not be considered to have been irrevocably paid or credited.

9. **ENFORCEMENT**

9.1 This Security shall become enforceable upon and the Security Agent's powers of appointment and other rights and powers shall become exercisable at any time after the occurrence of an Enforcement Event.

The Security Agent may then (or as soon thereafter as permitted by law) by instrument in writing appoint any person or persons (if more than one with power to act both jointly and separately) to be an administrator of the Chargor or (subject, if applicable, to Section 72A of the Insolvency Act 1986) a receiver of the Secured Assets. In addition, and without prejudice to the foregoing provisions of this Clause 9.1, in the event that any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Security Agent shall be entitled so to appoint another person as Receiver in his place.

9.2 An Administrator shall have and be entitled to exercise, in addition to and without limiting all the powers of an administrator under the Insolvency Act 1986, all the powers of a receiver under Schedule 2 of the Insolvency Act 1986 and a Receiver shall have and be entitled to exercise, in addition to and without limiting all the powers of a receiver under Schedule 2 of the Insolvency Act 1986, all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act 1986 together with (in either case) the power to exercise any powers or rights incidental to ownership of the Secured Assets, including (as regards shares and other securities) any voting rights or rights of enforcing the same together with power to:

9.2.1 implement and exercise all or any of the Chargor's powers and/or rights and/or obligations under any contract or other agreement forming a part of the Secured Assets;

9.2.2 make any arrangement or compromise which he shall think expedient of or in respect of any claim by or against the Chargor;

9.2.3 promote or procure the formation of any new company or corporation;

9.2.4 subscribe for or acquire for cash or otherwise any share capital of such new company or corporation in the name of the Chargor and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;

9.2.5 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise the Secured Assets or any part thereof to any such new company or corporation and accept as consideration or part of the consideration therefor in the name of the Chargor and on its behalf and/or in the name(s) of any nominee(s) or trustee(s) for it, any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;

9.2.6 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise on behalf of the Chargor any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;

9.2.7 convene an extraordinary general meeting of the Chargor;

9.2.8 acquire any property on behalf of the Chargor;

9.2.9 do all such other acts and things as he may consider necessary or desirable for protecting or realising the Secured Assets, or any part thereof, or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of or pursuant to this Instrument and exercise in relation to the Secured Assets, or any part thereof, all such powers and authorities and do all such things as he would be capable of exercising or doing if he were the absolute beneficial owner of the same and use the name of the Chargor for all and any of the purposes aforesaid;

subject always to the rights of the Security Agent as holder of this Security.

9.3 **Right of Appropriation**

9.3.1 To the extent that any of the Secured Assets constitute "financial collateral" and this Instrument constitutes a "security financial collateral arrangement" (as those terms are defined in the Regulations), the Security Agent shall, upon the Security created by this Instrument becoming enforceable and to the extent permitted by the Regulations, have the right to appropriate all or any part of those Secured Assets in or towards the discharge of the Secured Liabilities without obtaining any court authorisation and in such order as the Security Agent may in its absolute discretion determine.

9.3.2 The Parties agree that the value of any Secured Asset appropriated in accordance with Clause 9.3.1 above shall be:

(a) in the case of cash denominated in the currency of denomination of the Secured Liabilities, the amount of such cash plus any accrued but unposted interest attributable to such cash on the date of appropriation; or

(b) in the case of any other cash, the amount of the currency of denomination of the Secured Liabilities that the Security Agent could purchase with the amount of such cash (plus any accrued but unposted interest attributable to such cash) on the date of appropriation at its spot rate of exchange for such purchase in the London foreign market at or about 11:00 a.m. on that date.

9.4 The Parties agree that the method of valuation provided for in this Clause 9 is commercially reasonable for the purposes of the Regulations.

10 OFFICE OF RECEIVER

10.1 Any Receiver appointed under Clause 9 (Enforcement) shall be the agent of the Chargor for all purposes and (subject to the provisions of the Insolvency Act 1986) the Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and for his remuneration and his costs, charges and expenses and the Security Agent shall not incur any liability for those (either to the Chargor or any other person) by reason of the Security Agent making his appointment as such Receiver or for any other reason whatsoever.

10.2 Any Receiver appointed under Clause 9 (Enforcement) shall be entitled to remuneration for his services and the services of his firm appropriate to the responsibilities involved. Subject to Section 58 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Security Agent (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but such remuneration shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Secured Liabilities and accordingly be secured on the Secured Assets under the floating charge constituted by this Instrument.

11 APPLICATION OF ENFORCEMENT PROCEEDS

Unless otherwise determined by the Security Agent or a Receiver, all amounts received or recovered by the Security Agent or any Receiver in exercise of their rights under this Instrument will, subject to the rights of any creditors having priority, be applied in the order provided in Clause 12 (Order of application). This Clause 11 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

12 ORDER OF APPLICATION

12.1 The order referred to in Clause 11 (Application of Enforcement Proceeds) is the order set forth in Section 8.04 (Application of Funds) of the Credit Agreement.

12.2 All monies received, recovered or realised by the Security Agent under this Instrument (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society or financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Liabilities in accordance with the terms of the Credit Agreement.

13 PROTECTION OF SECURITY

Continuing Security

13.1 Subject to Clause 8 (Release of Security) of this Instrument and Section 9.11 (Collateral and Guaranty Matters) of the Credit Agreement, the Security constituted by this Instrument shall remain in full force and effect as continuing security for the Secured Liabilities until the Discharge Date and shall not otherwise be released before then by any intermediate payment, discharge or satisfaction of all or any of the Secured Liabilities or for any other reason.

13.2 No part of the Security from time to time intended to be created by this Instrument will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities.

Cumulative rights

13.3 The Security created by or pursuant to this Instrument and the rights, powers and remedies of the Security Agent under this Instrument shall be cumulative and shall be in addition to and independent of every other Security, right, power or remedy which the Security Agent or any Secured Party may at any time have in connection with the Secured Liabilities, including all rights, powers and remedies provided by law, and accordingly, the Security Agent shall not be obliged before exercising any such rights, powers or remedies:

13.3.1 to make any demand of, or take any action or obtain any judgment in any court against the Chargor;

13.3.2 to make or file any claim or proof in winding-up or dissolution of the Chargor; or

13.3.3 to enforce or seek to enforce any other Security held by it in respect of the Secured Liabilities.

No merger of Security

13.4 No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any other Secured Party over the whole or any other part of the Secured Asset shall merge into the Security constituted by this Instrument.

No prejudice

13.5 The Security created by or pursuant to this Instrument shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security created by or pursuant to this Instrument or by any other thing which might otherwise prejudice that Security.

Remedies and waivers

13.6 No election to affirm this Instrument on the part of the Security Agent shall be effective unless in writing.

Partial invalidity

13.7 If any part of the Security intended to be created by or pursuant to this Instrument is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security constituted under this Instrument.

Waiver of defences

13.8 The obligations of, and the Security created by the Chargor under this Instrument will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under, or the Security created by, this Instrument and whether or not known to the Chargor or any Secured Party including:

13.8.1 any time, waiver or consent granted or agreed to be granted to, or composition with, the Chargor or any other person;

13.8.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor;

13.8.3 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, the Chargor or any other person or 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;

13.8.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;

13.8.5 any amendment, novation, supplement, extension (whether at maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not onerous) or replacement of a Loan Document or any other document or Security or of the Secured Liabilities (including any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Loan Document or other documents);

13.8.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security or of the Secured Liabilities; or

13.8.7 any insolvency or similar proceedings relating to the Chargor or any other person.

Chargor intent

13.9 Without prejudice to the generality of Clause 13.8 (Waiver of defences), the Chargor expressly confirms that it intends that the security created by it under this Instrument shall extend from time to time to any variation, increase, extension or addition (in each case however fundamental and of whatsoever nature, and whether or not onerous) of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following:

13.9.1 acquisitions of any nature;

13.9.2 increasing working capital;

13.9.3 enabling investor distributions to be made;

13.9.4 carrying out restructurings;

13.9.5 refinancing existing facilities or any other indebtedness of any Loan Party or entity that is due to become a Loan Party;

13.9.6 making facilities available to new borrowers;

13.9.7 any other variation or extension of the purposes for which any such facility or amount may be available from time to time; and

13.9.8 any fees, costs and/or expenses associated with any of the foregoing.

Immediate recourse

13.10 The Chargor waives any right it may have of first requiring the Security Agent or any other Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Instrument. This waiver applies irrespective of any law or provision of this Instrument to the contrary.

Appropriations

13.11 Until the occurrence of the Discharge Date, any Secured Party (or any trustee or agent on its behalf) may refrain from applying or enforcing any other monies, Security or rights held or received by it in relation to the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities, or otherwise) and hold in an interest bearing suspense account any money received from the Chargor on account of the Secured Liabilities.

Non-competition

13.12 Until the occurrence of the Discharge Date or unless the prior written consent of the Security Agent is obtained, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Instrument:

13.12.1 to be indemnified by any person;

13.12.2 to claim any contribution from any other provider of Security or any guarantor of the Secured Liabilities;

13.12.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Secured Party's rights under the Loan Documents or of any other guarantee, indemnity or Security taken pursuant to, or in connection with, the Secured Liabilities by any Secured Party;

13.12.4 to bring legal or other proceedings for an order requiring the Chargor to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under any Loan Document;

13.12.5 to exercise any right of set-off; and/or

13.12.6 to claim rank, prove or vote as a creditor of the Chargor or its estate in competition with any Secured Party.

13.13 If the Chargor receives any benefit, payment or distribution contrary to the terms of this Clause, it shall hold that benefit, payment or distribution (to the extent necessary to enable all amounts which may be or become payable to the Security Agent in connection with the Secured Liabilities to be repaid in full) on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or to the Security Agent's nominee.

14 FURTHER ASSURANCE

14.1 The Chargor shall promptly, at its own cost, do whatever the Security Agent reasonably requires in connection with paragraphs (b) through (f) of Section 3.03 (Covenants) of the US Security Agreement which, for the avoidance of doubt includes but is not limited to, the following:

14.1.1 to create, perfect and/or protect the Security created or intended be created by this Instrument;

14.1.2 following an Enforcement Event, to create, perfect and/or protect the priority of the Security created or intended be created by this Instrument;

14.1.3 to facilitate the exercise of any rights, powers and remedies vested in the Security Agent or any Receiver (or their respective Delegates) by this Instrument and/or by the law; and/or

14.1.4 following an Enforcement Event to facilitate the realisation of the Secured Assets.

14.2 In order to satisfy its obligations under Clause 14.1 above, the Chargor shall promptly, upon the reasonable written request of the Security Agent, execute any fixed security, floating charge, assignation, security, transfer, disposition or assurance over all or any of the assets constituting, or intended to constitute, the Secured Assets (whether in favour of the Security Agent or its nominee or otherwise) and make any registration or notarisation and give any notice, instructions, order or direction in respect of the Secured Assets.

15 MANDATE AND ATTORNEY

15.1 The Chargor, for the performance of its obligations under this Instrument, irrevocably appoints the Security Agent, each Receiver and each of their respective Delegates and sub delegates to be its mandatary and attorney (with full power of substitution and delegation) and in its name, on its behalf and as its act and deed to following an Enforcement Event which is continuing:

15.1.1 execute, deliver and perfect all other documents, deeds and agreements and do all such things which the attorney may consider to be required or desirable for:

(a) carrying out any obligation imposed on the Chargor by this Instrument or any agreement binding on the Chargor to which the Security Agent is a party (including the execution and delivery of any charges, assignations or other security and any transfers of the Secured Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Secured Assets); and

(b) enabling the Security Agent and any Receiver to exercise any of the rights, powers and authorities conferred on them pursuant to this Instrument or by law (including, after the Security constituted by this Instrument has become enforceable in accordance with Clause 9 (Enforcement), the exercise of any right of a owner of the Secured Assets or any part of the Secured Assets).

15.2 The Chargor shall ratify and confirm all things done and all documents executed by any mandatary and attorney in the exercise or purported exercise of all or any of his powers.

15.3 The Chargor covenants (for the purpose of the irrevocable nature of the power of attorney granted in this Clause 15) with each Receiver appointed under this Instrument, to join in and concur with the exercise by such Receiver of any powers of such Receiver to act on behalf of the Chargor.

16 DELEGATION AND DISCRETION

Delegation

16.1 The Security Agent and/or any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are conferred and are exercisable by it under this Instrument to any person or persons on such terms and conditions as it sees fit.

16.2 No such delegation pursuant to this Clause 16 (Delegation and Discretion) shall preclude either the subsequent exercise of such power, authority or discretion by the Security Agent or a Receiver itself or any subsequent delegation or revocation of such power, authority or discretion.

16.3 Neither the Security Agent nor any Receiver will have any liability to the Chargor or any other person for any loss or liability arising from any act, default, omission or misconduct by the Delegate.

Discretion

16.4 Any right or power which may be exercised or any determination which may be made under this Instrument by the Security Agent or any Receiver may be exercised by it in its absolute and unfettered discretion, without any obligation to give reasons.

17 CURRENCY

Relevant Currency

17.1 The Chargor is obliged under this Instrument to discharge the Secured Liabilities in the Relevant Currency.

Receipt in wrong currency

17.2 If at any time the Security Agent receives a payment (including by set-off) referable to any of the Secured Liabilities from any source in a currency other than the Relevant Currency, then:

17.2.1 that payment will take effect as a payment to the Security Agent of the amount in the Relevant Currency which the Security Agent is able to purchase (after deduction of any relevant costs) with the amount of the payment so received at its spot rate of exchange for such purchase in the London foreign exchange market at or about 11:00 a.m. on that date; and

17.2.2 if such payment is treated pursuant to Clause 17.2.1 above as a payment of an amount which falls short of the relevant liability of the Chargor expressed in the Relevant Currency, the Chargor as a separate and independent obligation will on demand from time to time indemnify the Security Agent against such shortfall.

18 ASSIGNATION BY THE SECURITY AGENT

18.1 To the extent permitted under Section 9.09 (Successor Agents) of the Credit Agreement, the Chargor consents to the assignation and/or transfer by the Security Agent of any one or more of its rights and/or obligations under this Instrument.

18.2 The Chargor may not assign or transfer any one or more of its rights and/or obligations under this Instrument without the prior written consent of the Security Agent.

18.3 The Security Agent shall be entitled to disclose such information concerning the Chargor and this Instrument as it considers appropriate to:

18.3.1 any person proposing to take an assignation and/or transfer from the Security Agent in accordance with the terms of the Credit Agreement; and

18.3.2 any person to whom information may be required to be disclosed by an applicable law.

19 NOTICES

Communications in writing

19.1 Any communication to be made under or in connection with this Instrument shall be made in writing (including by facsimile transmission or email) and made in accordance with Section 10.02 of the Credit Agreement except that all such written notices shall be mailed, faxed, emailed or delivered to the applicable address, facsimile number or electronic mail address specified in Clause 19.2.

Addresses

19.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Instrument is:

19.2.1 in the case of the Security Agent, that identified by its name below; and

19.2.2 in the case of the Chargor that notified in writing to the Security Agent on or prior to the date on which it became a party

or any substitute address, fax number or department or officer as the Chargor may notify to the Security Agent (or the Security Agent may notify to the Chargor, if a change is made by the Security Agent) by not less than five Business Days' notice.

English language

19.3 Any notice given under or in connection with this Instrument must be in English.

19.4 All other documents provided under or in connection with this Instrument must be:

19.4.1 in English; or

19.4.2 if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

20 GOVERNING LAW AND JURISDICTION

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

Jurisdiction of Scottish courts

20.1 The Scottish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Instrument (including a dispute relating to the existence, validity or termination of this Instrument or any non-contractual obligation arising out of or in connection with this Instrument) (a "**Dispute**").

20.2 The Parties agree that the Scottish courts are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

20.3 This Clause 20 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

21 CONSENT TO REGISTRATION

21.1 A certificate or determination by the Security Agent or a Receiver of a rate or an amount under this Instrument is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21.2 The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 16 pages are executed in counterpart as follows and DELIVERED on 25 OCTOBER 2019:

THE CHARGOR

SUBSCRIBED for and on behalf of the said TRILLIUM FLOW TECHNOLOGIES HOLDINGS LTD

at ELLAND

on 22/10/19

by

DAVID A PARADIS

Print Full name

[redacted]

Director

before this witness:

CJ RIORDAN

Print Full Name

[redacted]

Witness

Address: BRITANNIA HOUSE

HUDDERSFIELD ROAD

ELLAND HX5 9JR

Notice details

Address: AS ABOVE

Fax: N/A

Attention: CJ RIORDAN

THE SECURITY AGENT

SUBSCRIBED for and on behalf of the said BNP PARIBAS

at NEW YORK

on OCTOBER 22 2019

by

Charles Romano	[redacted]
Print Full name	Authorised Signatory
DANIEL MANCINI	[redacted]
Print Full name	Authorised Signatory

All before this witness:

YUQIAO LIN	[redacted]
Print Full Name	Witness

Address:

787 7th st.

New York, NY 10019

Notice details

Address: 787 7th st New York NY 10019

Fax:

Attention: YUQIAO LIN