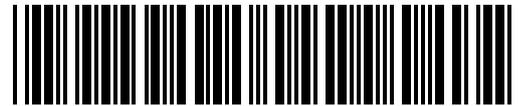




**Registration of a Charge**

Company Name: **LEADEC LIMITED**

Company Number: **03441005**



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

XBJEVZKQ

**Details of Charge**

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

Charge code: **0344 1005 0002**

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

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MERVE MERT**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3441005

Charge code: 0344 1005 0002

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

Given at Companies House, Cardiff on 30th December 2022

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# WHITE & CASE

Dated 21 December 2022

## Debenture

between

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

**UniCredit Bank AG, London Branch**  
as Security Agent

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

## Table of Contents

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

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

**Between:**

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

**Background:**

- (A) Each Chargor enters into this Debenture in connection with the Facilities Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**It is agreed** as follows:

## **1. Interpretation**

### **1.1 Definitions**

In this Debenture:

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

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

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

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

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

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

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

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

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

“**CA 2006**” means the Companies Act 2006.

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

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

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

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

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

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

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

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

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

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

“**Insurances**” means:

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

“**Intellectual Property**” means:

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

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

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

“**Investments**” means:

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

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

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

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

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

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

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

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

“**Party**” means a party to this Debenture.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 Construction

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

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

### 1.3 **Disposition of Property**

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

### 1.4 **Trust**

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

### 1.5 **Inconsistency**

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

### 1.6 **Third Party Rights**

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

### 1.7 **Maintenance of Liabile Capital**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.8 **Incorporation of provisions into any Mortgage**

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

## **2. Covenant to Pay**

### **2.1 Covenant to Pay**

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

## **3. Fixed Charges**

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

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

## 4. Assignments

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

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

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

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

### 4.2 Licence Back to Assigned Intellectual Property

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

## **5. Legal Mortgage over Investments**

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

## **6. Floating Charge**

### **6.1 Creation**

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

### **6.2 Qualifying Floating Charge**

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

### **6.3 Conversion by Notice**

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

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

### **6.4 No Waiver**

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

### **6.5 Automatic Conversion**

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

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

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

## **7. Excluded Property**

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

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

## **8. Negative Pledge**

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

## **9. Real Property**

### **9.1 Real Property Undertakings**

Each English Chargor shall:

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

### **9.2 Investigation of Title**

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

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

### **9.3 Deposit of Title Deeds**

Each English Chargor shall:

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

#### 9.4 **Power to Remedy**

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

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

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

#### 9.5 **Existing Real Property**

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

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

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

#### 9.6 **Unregistered Real Property**

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

## 9.7 Future Real Property

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

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

## 9.8 Title Information Document

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

## 9.9 Notices

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

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

## 9.10 HM Land Registry

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

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

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

#### 9.11 **Deposit of Title Deeds**

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

#### 9.12 **Third Party Interests**

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

### **10. Investments**

#### 10.1 **Certificated Investments**

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

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

## 10.2 Changes to Rights

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

## 10.3 Voting Rights and Dividends

- (a) Until the occurrence of a Declared Default each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments.
- (b) If the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) must exercise the voting rights, powers and other rights in respect of the Investments in any manner which the relevant Chargor may direct in writing. The Security Agent (or that nominee) will execute any form of proxy or other document which the relevant Chargor may reasonably require for this purpose.
- (c) Until the occurrence of a Declared Default, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the relevant Chargor. If the relevant Investments have been registered in the name of the Security Agent or its nominee:
  - (i) the Security Agent (or its nominee) will promptly execute any dividend mandate necessary to ensure that payment is made direct to the relevant Chargor; or
  - (ii) if payment is made directly to the Security Agent (or its nominee) before a Declared Default, the Security Agent (or that nominee) will promptly pay that amount to the relevant Chargor.
- (d) Until the occurrence of a Declared Default, the Security Agent shall use its reasonable endeavours to promptly forward to the relevant Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments.
- (e) After a Declared Default, the Security Agent (or its nominee) may exercise or refrain from exercising:
  - (i) any voting rights; and
  - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by any Chargor.
- (f) To the extent that the Investments remain registered in the name of a Chargor, each Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after the occurrence of a Declared Default.
- (g) Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of its Investments on the direction of that Chargor.

#### 10.4 **Other Obligations in Respect of Investments**

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

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

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

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

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

### 11. **Intellectual Property**

#### 11.1 **Acquisition**

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

#### 11.2 **Registration**

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

#### 11.3 **Infringement**

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

#### 11.4 **Notices to Third Parties**

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

## **12. Accounts**

### **12.1 Accounts**

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

### **12.2 Assigned Accounts**

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

### **12.3 Application of Monies**

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

### **12.4 Notices of Charge or Assignment**

Each English Chargor shall in respect of each Assigned Account:

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

## **13. Relevant Contracts**

### **13.1 Relevant Contract Undertakings**

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

### **13.2 Notices of Assignment**

Each English Chargor shall:

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

## **14. Insurances**

### **14.1 After Enforcement of Security**

After the occurrence of a Declared Default:

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

### **14.2 Notice**

Each English Chargor shall:

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

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

## **15. Representations and Warranties**

### **15.1 Nature of Security**

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

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

### **15.2 Times for Making Representations and Warranties**

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

## **16. When Security becomes Enforceable**

### **16.1 When Enforceable**

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

### **16.2 Enforcement**

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

## **17. Enforcement of Security**

### **17.1 General**

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

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

#### 17.2 **Appointment of Receiver**

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

#### 17.3 **Agent of each Chargor**

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

#### 17.4 **Removal and Replacement**

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

#### 17.5 **Remuneration**

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

#### 17.6 **Relationship with Security Agent**

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

### 17.7 **No Liability as Mortgagee in Possession**

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

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

### 17.8 **Redemption of Prior Mortgages**

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

### 17.9 **Privileges**

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

### 17.10 **Contingencies**

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

### 17.11 **Protection of Third Parties**

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

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

### 17.12 **Financial Collateral Arrangements**

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

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

## **18. Receiver**

### **18.1 Powers of Receiver**

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

### **18.2 Additional Powers**

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

### **18.3 Several Powers**

If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Debenture individually and to the exclusion of any other Receiver.

## **19. Application of Proceeds**

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

## **20. Delegation**

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

## **21. Power of Attorney**

### **21.1 Appointment**

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

### **21.2 Ratification**

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

## **22. Changes to Chargors**

Each Chargor:

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

## **23. Preservation of Security**

### **23.1 Continuing Security**

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

### **23.2 Immediate Recourse**

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

### **23.3 Waiver of Defences**

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

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment of a Finance Document or any other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Finance Document; or
- (h) any insolvency or similar proceedings.

#### 23.4 Appropriations

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

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

#### 23.5 Non-Competition

Unless:

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

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

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

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

#### 23.6 Release of Chargor's Right of Contribution

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

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

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

### **23.7 Additional Security**

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

### **23.8 Limitations**

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

### **23.9 Security held by Chargor**

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

## **24. Release of Security**

### **24.1 Final Redemption**

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

### **24.2 Avoidance of Payments**

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

### **24.3 Retention of Security**

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

## **25. Assignments and Transfers**

### **25.1 The Chargors' Rights**

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

## 25.2 **The Security Agent's Rights**

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

## 26. **Miscellaneous**

### 26.1 **Tacking**

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

### 26.2 **New Accounts**

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

### 26.3 **Time Deposits**

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

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

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

### 26.4 **Notice of Assignment**

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

### 26.5 **Security Assets**

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

### 26.6 **Determination**

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

## **27. Partial Invalidity**

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

## **28. Counterparts**

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

## **29. Governing Law**

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

## **30. Enforcement**

### **30.1 Jurisdiction of English Courts**

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

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

## Schedule 1

### The Original Chargors

#### The Original Chargors

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

State of Incorporation: Germany

Registered Number: HRB 727874

Registered Office: Meitnerstraße 11,  
70563 Stuttgart,  
Germany

**Leadec Limited** (formerly known as Voith Industrial Services Limited)

State of Incorporation: United Kingdom

Registered Number: 03441005

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

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

State of Incorporation: United Kingdom

Registered Number: 05424146

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

## Schedule 2

### Security Assets

#### Part 1 Real Property<sup>1</sup>

<b>Chargor</b>	<b>Freehold/Leasehold</b>	<b>Description</b>

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<sup>1</sup> None at the date of this debenture

**Part 2  
Shares**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Name of nominee (if any) by whom shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
Leadec Beteiligungen GmbH (formerly known as Voith Industrial Services Beteiligungen GmbH)	Leadec Holding (UK) Ltd. (formerly known as Voith Industrial Services Holding Limited)	N/A	Ordinary	1
Leadec Beteiligungen GmbH (formerly known as Voith Industrial Services Beteiligungen GmbH)	Leadec Limited (formerly known as Voith Industrial Services Limited)	N/A	Ordinary	50,000

**Part 3  
Plant and Machinery**

<b>Chargor</b>	<b>Item No</b>	<b>Description</b>
<b>Leadec Limited (formerly known as Voith Industrial Services Limited)</b>	<b>96012</b>	<b>IPAD 2 + Cover</b>
	<b>96013</b>	<b>Lenovo Desktop PC</b>
	<b>96014</b>	<b>Adobe Acrobat Pro</b>
	<b>96259</b>	<b>Thermal Imaging Camera</b>
	<b>96260</b>	<b>DI IIOO Data Collector</b>
	<b>96390</b>	<b>7200D Rider Scrubber Drier</b>
	<b>96391</b>	<b>5400D Walk Behind Scrubber</b>
	<b>96392</b>	<b>5100D Walk Behind Scrubber</b>
	<b>96393</b>	<b>Typhoon</b>
	<b>96394</b>	<b>8210 -1200 LPG Scrubber</b>
	<b>96395</b>	<b>8210 - 1200 LPG Scrubber</b>
	<b>96396</b>	<b>5700D walk Behind Scrubber</b>
	<b>96397</b>	<b>5700D Walk Behind Scrubber</b>
	<b>96398</b>	<b>5700D Walk Behind Scrubber</b>
	<b>96399</b>	<b>5700D Walk Behind Scrubber</b>
	<b>96400</b>	<b>610OE Rider Vacuum Sweeper</b>
	<b>96436</b>	<b>Floor Polisher NMD 1000M</b>
	<b>96437</b>	<b>Floor Polisher NMD 1000M</b>
	<b>96438</b>	<b>Floor Polisher NMD 1000M</b>
	<b>96439</b>	<b>T&amp;A System</b>
	<b>96440</b>	<b>Alloy Tower ELF6S16</b>
	<b>96441</b>	<b>Alloy Tower ELF6S16</b>
	<b>96442</b>	<b>Alloy Tower ELF6S16</b>
	<b>96443</b>	<b>Alloy Tower ELF6S16</b>
	<b>96444</b>	<b>Alloy Tower ELF6S16</b>
	<b>96445</b>	<b>Alloy Tower ELF6S16</b>
	<b>96446</b>	<b>Pressure Washer HD855 IIOV</b>
	<b>96447</b>	<b>Pressure Washer HDS89S</b>
	<b>96453</b>	<b>672-784 Turntable Trucks</b>
	<b>96454</b>	<b>672-784 Turntable Trucks</b>
	<b>96455</b>	<b>Reach Scaler</b>
	<b>96456</b>	<b>Reach Scaler</b>
	<b>96457</b>	<b>Reach Scaler</b>
	<b>96458</b>	<b>Reach Scaler</b>
	<b>96459</b>	<b>Reach Scaler</b>
	<b>96460</b>	<b>Reach Scaler</b>
	<b>96461</b>	<b>Needle Scaler B21M</b>

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

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

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

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

	96889	Wild Cat steam cleaner
	96890	PT F100NT Projector c/w mounting
	96891	Datawatch monarch pro ver 9
	96892	HP Compaq thin client t5530
	96893	HP Color Laserjet3800 Printer
	96894	HP Compaq Thin client t5530
	96895	Nokia Box IP260
	96896	Zebra Z4M Thermal Printer 20
	96897	Fiorentini Scrubber Drier
	96898	WVD Wet Vac 1800 DH2
	96899	BMD 1000M Polisher c/w tank
	96900	UPG Ultrium 448 Ext Tape
	96901	HP Proliant server + Access
	96902	2x T5530 Thin Clients
	96903	2x BMD 1000M Polishers
	96904	2x WVD 1800DH2 70Lts Wet Vacs
	96905	115SS Lpg Ride On Sweeper/Scrubber
	96906	XR312 Compressor
	96907	Modifications to offices
	96909	Additional costs for W/e work
	96910	Protection barriers to posts
	96911	Maintenance pen inc racking
	96912	Install ductwork to compressor
	96913	Improvements to fire system
	96914	Stacker lift unit
	96915	Garage fitting machines x2
	96916	Clocking in system
	96917	Pallets for Land Rover
	96918	Articulated manipulators x4
	96919	Construct concrete foundations
	96920	Additional safety guarding
	96921	Pirelli trailers x3
	96922	Compressors & pipework install
	96923	Monitor + Thin Client
	96924	Memory,Monitor,Docking Station
	96925	NC6400 Laptop
	96926	HP Business Inkjet
	96927	Sony PCS G50P Grp Videoconference
	96928	APC Server Cabinet
	96929	Powerboss CSS90 Flood Unit
	96930	Projector Bulb
	96931	HP Compaq business notebook
	96932	HP6710B Laptop

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Part 4**  
**Relevant Contracts<sup>2</sup>**

<b>Chargor</b>	<b>Description</b>

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<sup>2</sup> None at the date of this debenture

**Part 5**  
**Intellectual Property<sup>3</sup>**

<b>Chargor</b>	<b>Description</b>

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<sup>3</sup> None at the date of this debenture

**Part 6**  
**Assigned Accounts**

<b>Chargor</b>	<b>Account Bank</b>	<b>IBAN</b>	<b>SWIFT/BIC</b>
Leadec Limited	HSBC	████████████████████ ██████████	HBUKGB4B
Leadec Limited	HSBC	████████████████████	HBUKGB4B
Leadec Holding (UK) Ltd.	HSBC	████████████████████	HBUKGB4B

**Part 7  
Insurances**

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

## Schedule 3

### Form of Notice of Assignment

#### Part 1

#### Notice to Account Bank

To: [Account Bank]

Copy: [Security Agent]

[Date]

Dear Sirs

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

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

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

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

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

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

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

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

Yours faithfully

.....  
(Authorised signatory)

[•]

.....  
[(Authorised signatory)

[•]]

**Part 2**  
**Acknowledgement of Account Bank**

To: [Security Agent]

Copy: [The Parent]

[Date]

Dear Sirs

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

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

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in any Secured Account; and
- (c) following our receipt of a notice from the Security Agent stating that the security has become enforceable will pay all sums received by us for the account of [the/any] Chargor to the credit of the Secured Account of that Chargor with us.

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

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

Yours faithfully

.....  
(Authorised signatory)

[●]

## Schedule 4

### Forms of Letter for Insurances

#### Part 1

#### Form of Notice of Assignment

To: [Insurer]

Copy: [Security Agent]

[Date]

Dear Sirs

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

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

1. A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of [the/any Chargor] to a third party.
2. [The/Each] Chargor confirms that:
  - (a) it will remain liable under such contract of insurance to perform all the obligations assumed by it under that contract of insurance; and
  - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of such contract of insurance.
3. [The/Each] Chargor will also remain entitled to exercise all of its rights under such contract of insurance and you should continue to give notices under such contract of insurance to the [relevant] Chargor, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, unless the Security Agent otherwise agrees in writing:
  - (a) all amounts payable to the [relevant] Chargor under such contract of insurance must be paid to the Security Agent; and
  - (b) any rights of the [relevant] Chargor in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs.
4. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
5. [The/Each] Chargor acknowledges that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

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

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

Yours faithfully

.....  
(Authorised signatory)

[●]

.....  
(Authorised signatory)

[●]

**Part 2**  
**Form of Letter of Undertaking**

To: [Security Agent]

Copy: [The Parent]

[Date]

Dear Sirs

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

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

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

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

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

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

Yours faithfully

.....  
[Insurer]

## Schedule 5

### Forms of Letter for Relevant Contracts

#### Part 1

#### Notice to Counterparty

To: [Counterparty]

Copy: [Security Agent]

[Date]

Dear Sirs

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

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

[The/Each] Chargor confirms that:

- (a) it will remain liable under each Relevant Contract to perform all the obligations assumed by it under that Relevant Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of any Relevant Contract.

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

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

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

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

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

Yours faithfully

.....  
(Authorised signatory)

[●]

.....  
(Authorised signatory)

[●]

**Part 2**  
**Acknowledgement of Counterparty**

To: [Security Agent]

Copy: [The Parent]

[Date]

Dear Sirs

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

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

We confirm that we:

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

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

Yours faithfully

.....  
(Authorised signatory)

[Counterparty]

## Schedule 6

### Additional Rights of Receivers

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

**1. Enter into Possession**

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

**2. Carry on Business**

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

**3. Contracts**

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

**4. Deal with Security Assets**

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

**5. Hive-Down**

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

**6. Borrow and Lend Money**

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

**7. Covenants and Guarantees**

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

**8. Dealings with Tenants**

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

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

**9. Rights of Ownership**

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

**10. Insurance, Repairs, Improvements, Etc.**

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

**11. Claims**

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

**12. Legal Actions**

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

**13. Redemption of Security**

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

**14. Employees, Etc.**

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

**15. Insolvency Act 1986**

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

**16. Other Powers**

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

**17. Delegation**

to delegate his powers in accordance with this Debenture.

## Schedule 7

### Form of Deed of Accession

This Deed is dated [●]

#### Between:

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

#### Background:

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of [●].
- (B) The Original Chargors have entered into a debenture dated [●] (the “Debenture”) between the Original Chargors under and as defined in the Debenture and the Security Agent.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

#### 1. Interpretation

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document as defined in the Facilities Agreement.

#### 2. Accession

With effect from the date of this Deed the Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

#### 3. Security

Paragraphs (a) to (i) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.

- (a) All the Security created by this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
  - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

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

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

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

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

#### **4. Miscellaneous**

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed); and
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 2 (or any part of it) will include a reference to the to this Deed (or relevant part of it).

**5. Law**

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

**This Deed** has been entered into on the date stated at the beginning of this Deed and executed as a deed by the Additional Chargor and is intended to be and is delivered by it as a deed on the date specified above.

## Schedule (to Deed of Accession)

### Part 1 Real Property

Freehold/Leasehold	Description
[•]	[•]

### Part 2 Shares

Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]

### Part 3 Specific Plant and Machinery

#### Description

### Part 4 Relevant Contracts

#### Description

[e.g. Hedging Documents]

[e.g. Acquisition Documents]

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

[e.g. Escrow Agreement]

### Part 5 Registered Intellectual Property Rights

#### Description

### Part 6 Accounts

Assigned Accounts

**Signatories (to Deed of Accession)**

**The Additional Chargor**

**Executed as a Deed by**

[•]  
acting by  
and

}

.....  
Director

}

.....  
Director/Secretary

**The Security Agent**

[•]

}

.....  
By:

**Schedule 8**

**Form of Legal Mortgage**

Dated [●]

**Mortgage**

Between

**[*Mortgagor*]**

and

**[*Security Agent*]**

**This Deed** is dated [●]

**Between:**

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

**Background:**

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**It is agreed as follows:**

## **1. Definitions**

### **1.1 Definitions**

In this Deed:

“**Charged Property**” means:

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

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

### **1.2 Defined Terms**

Unless this Mortgage provides otherwise or the context otherwise requires:

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

## **2. Security**

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

## **3. Further Advances**

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

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

#### **4. The Land Registry**

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

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

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

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

#### **5. Release of Security**

##### **5.1 Final Redemption**

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

##### **5.2 Avoidance of Payments**

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

##### **5.3 Retention of Security**

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

#### **6. Incorporation of Other Terms**

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

## **7. Third Party Rights**

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

## **8. Counterparts**

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

## **9. Governing Law**

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

**This Deed** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

## Schedule 1

### Details of Charged Property

Description of Property	Title Number
[●]	[●]

**Execution Page to Legal Mortgage**

**The Company**

*[Insert Name of Company]*

**Executed as a Deed**

By:



.....  
Signature of Director

in the presence of

.....  
Signature of Witness  
Name of witness:  
Address of witness:  
Occupation of witness:

**The Security Agent**

*[Insert name of Security Agent]*



.....  
By:

## Signatories

### The Chargors

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

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

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

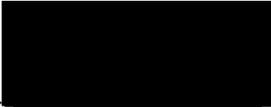
**EXECUTED** as a **deed** by **LEADEC LIMITED**  
(formerly known as VOITH INDUSTRIAL SERVICES  
LIMITED) acting by two directors, or a director and a  
secretary

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

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

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

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

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

**The Security Agent**

UniCredit Bank AG, London Branch

}

[Redacted Signature]

By: Alexandra Brückner  
Title: Analyst

}

[Redacted Signature]

By: Alexander Lang  
Title: Associate Director