

MR01

Particulars of a charge

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

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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of
delivered outside of the 21 days it will be rejected unless it is
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record

FRIDAY



LD6 03/01/2014 #78
COMPANIES HOUSE

Official use

1 Company details

Company number 0 6 5 4 4 2 8 5
Company name in full SAFETYKLEEN GROUP SERVICES LIMITED

2 1 1
→ Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d2 d0 m1 m2 y2 y0 y1 y3

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

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

Name THE ROYAL BANK OF SCOTLAND PLC (and its successors
in title and permitted transferees)

Name

Name

Name

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

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

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Description

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

Continuation page

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

Description

1. Land (including buildings)

All Property and immovable property belonging to the Company at the date of the Security Agreement and all Property and immovable property acquired by it after the date of the Security Agreement.

2. Intellectual Property

All rights in respect of Intellectual Property belonging to the Company at the date of the Security Agreement or subsequently belonging to the Company.

For more details refer to the attached continuation pages

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Linklaters LLP*

X

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

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Particulars of a charge



Presenter information

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

Contact name Suharsh Sinha

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y8HQ

Country UK

DX 10 London/City

Telephone 020 7456 2000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1



Further information

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

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

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Particulars of a charge

4	Description
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	<p style="text-align: right;">Continuation Page 1 of 3</p> <p>Definitions</p> <p>"Company" means SafetyKleen Group Services Limited (registered number 06544285).</p> <p>"Connected Rights" means, in relation to any asset:</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights 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; and (d) any monies and proceeds paid or payable in respect of that asset <p>"Excluded Intellectual Property" means any intellectual property referred to in paragraphs (a) and (b) of the definition of Intellectual Property (including any such intellectual property set out in Schedule 7 (<i>Intellectual Property</i>) of the Security Agreement) which under the terms of any licensing agreement applicable thereto may not be subject to the Security contemplated under the terms of the Security Agreement.</p> <p>"Excluded Property" means any lease which is vested in the Company where the consent of the landlord in which the reversion of such lease is vested is required to create Security over such lease unless otherwise agreed by the Company.</p>

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Description

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

Description

Continuation Page 2 of 3

"Intellectual Property" means

- (a) all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which the Company at the date of the Security Agreement or after owns or (to the extent of its interest) in which it at the date of the Security Agreement or after has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same), and
 - (b) the benefit of all applications and rights to use such assets of the Company,
- other than Excluded Intellectual Property.

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Description

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

Description

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"Property" means all estates and interests in freehold and leasehold property (wherever situated) (other than Excluded Property) at the date of the Security Agreement or at any time thereafter, belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales), together with:

- (a) all buildings and fixtures (excluding trade fixtures which are not owned by the Company) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) the benefit of all covenants given in respect thereof, and
- (d) all Connected Rights.

"Security" means any charge, pledge or lien or other security securing any obligation of any person or any agreement or arrangement having the effect of creating security

"Security Agent" means the Royal Bank of Scotland PLC

"Security Agreement" means the fixed and floating security document agreement dated 20 December 2013 made between, amongst others, WP SK Holdings Limited as chargor and the Security Agent.



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6544285

Charge code: 0654 4285 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2013 and created by SAFETYKLEEN GROUP SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2014

L.C.

Given at Companies House, Cardiff on 8th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

Certified that, save for material redacted pursuant to section 899g of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Linklaters LLP
03/01/2014

THE CHARGING COMPANIES
NAMED IN THIS DEBENTURE

AND

THE ROYAL BANK OF SCOTLAND PLC
AS SECURITY AGENT

DEBENTURE

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THIS DEED is dated 20 December 2013

BETWEEN

- (1) **THE COMPANIES** detailed in Schedule 1 (*The Charging Companies*) as the Charging Companies, and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (the **Security Agent**, as security agent for the benefit of the Secured Parties (as defined below))

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

- (a) until the Senior Discharge Date, terms defined in, or construed for the purposes of, the Senior Facilities Agreement (as defined below) have the same meanings and construction when used in this Deed (unless the same are otherwise defined in this Deed),
- (b) after the Senior Discharge Date, terms defined in, or construed for the purposes of, the Mezzanine Facility Agreement (as defined below) have the same meanings and construction when used in this Deed (unless the same are otherwise defined in this Deed) and
- (c) at all times the following terms have the following meanings

"Account Bank" means any bank or financial institution with which a Charging Company maintains a bank account now or in the future,

"Agreed Security Principles" has the meaning given to that term in the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement,

"Bank Balances" means the amounts now or subsequently standing to the credit of any account, which each Charging Company now or in the future has with any Account Bank (including interest), the debts represented thereby and all balances now or in the future standing to the credit of or accrued or accruing on those accounts,

"Book Debts" means all book and other debts and monetary claims of any nature now or subsequently due or owing to each Charging Company, the proceeds of the same and the benefit of all Investments, Security, guarantees and indemnities or other rights of any nature now or subsequently enjoyed or held by it in relation thereto (other than Bank Balances) other than Excluded Book Debts,

"Business Day" has the meaning given to that term in the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement,

"Charged Accounts" means any other account which a Charging Company maintains with any bank or financial institution now or in the future,

"Charged Assets" means the assets from time to time the subject of any Security created or purported to be created by or pursuant to this Deed and, where the context permits, the proceeds of sale of such assets,

"Charged Investments" means Investments forming part of the Charged Assets,

"Charged Property" means all Property forming part of the Charged Assets,

"Charges" means all or any Security from time to time created or expressed to be created by or pursuant to this Deed,

"Charging Companies" means the companies detailed in Schedule 1 (*The Charging Companies*),

"Connected Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights 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, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Delegate" means a delegate or sub-delegate appointed, directly or indirectly pursuant to Clause 10.3 (*Delegation*),

"Enforcement Event" means an Event of Default which is continuing and in respect of which notice has been given to the Borrower by the Senior Agent pursuant to clause 28 (*Events of Default*) of the Senior Facilities Agreement or (if after the Senior Discharge Date) by the Mezzanine Agent pursuant to clause 24 (*Events of Default*) of the Mezzanine Facility Agreement,

"Event of Default" means each Event of Default as defined in clause 28 (*Events of Default*) of the Senior Facilities Agreement or (if after the Senior Discharge Date) clause 24 (*Events of Default*) of the Mezzanine Facility Agreement,

"Excluded Book Debts" means any Book Debts which arise under agreements or contracts whereunder the terms thereof, any rights or title thereunder may not be subject to the Security contemplated under the terms of this Deed,

"Excluded Contract" means any agreement or contract which under the terms thereof, any rights or title thereunder may not be subject to the Security contemplated under the terms of this Deed,

"Excluded Intellectual Property" means any intellectual property referred to in paragraphs (a) and (b) of the definition of Intellectual Property (including any such intellectual property set out in Schedule 7 (*Intellectual Property*)) which under the terms of any licensing agreement applicable thereto may not be subject to the Security contemplated under the terms of this Deed,

"Excluded Property" means any lease which is vested in a Charging Company where the consent of the landlord in which the reversion of such lease is vested is required to create Security over such lease unless otherwise agreed by the relevant Charging Company,

"Finance Documents" means any Senior Finance Document and any Mezzanine Finance Document,

"Fixtures" means trade fixtures and fittings, other fixtures and fittings, fixed plant, machinery and other apparatus,

"Insurance Proceeds" has the meaning given to it in the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement,

"Intellectual Property" means

- (a) all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which each Charging Company now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same), and
- (b) the benefit of all applications and rights to use such assets of each Charging Company,

other than Excluded Intellectual Property,

"Intercreditor Agreement" means the intercreditor agreement dated 30 June 2008 as amended and restated on or about the date of this Deed and as may be amended, replaced or supplemented from time to time, between, amongst others, the Parent, WP Midco2 Limited as Topco, the Original Obligors named therein and The Royal Bank of Scotland as Senior Agent, Security Agent and Mezzanine Agent,

"Investment" means any debenture, bond, note, share, stock, certificate of deposit, units or other security or investment now or in the future owned at law or in equity by each Charging Company and all dividends, interest and other moneys paid or payable in respect thereof and all rights, moneys and assets related to or accruing or offered or arising thereon from time to time, whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise,

"Lender" has the meaning given to it in the Senior Facilities Agreement or (if after the Senior Discharge Date) in the Mezzanine Facility Agreement,

"Mezzanine Agent" means the "Agent" as defined in the Mezzanine Facility Agreement

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 30 June 2008 as amended on 18 July 2008, as amended and restated on 5 April 2011, as amended and restated on or about the date of this Deed and as may be amended, replaced

or supplemented from time to time between the Parent, the Mezzanine Agent, the Mezzanine Lenders and others,

"Mezzanine Finance Document" means any "Finance Document" as such term is defined in the Mezzanine Facility Agreement,

"Notice of Document Assignment" means a notice of assignment in the form set out in Schedule 5 (*Form of Notice of Document Assignment*),

"Notice of Insurance Assignment" means a notice of assignment in the form set out in Schedule 4 (*Form of Notice of Assignment to Insurers*),

"Parent" has the meaning given to this term in the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement,

"Permitted Disposal" means any sale, release, licence transfer or other disposal which falls within the definition of **"Permitted Disposal"** under the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement,

"Personal Chattels" means plant, machinery, equipment, goods and other personal chattels (including all spare parts, replacements, modifications and additions),

"Property" means all estates and interests in freehold and leasehold property (wherever situated) (other than Excluded Property) at the date of this Deed or at any time thereafter, belonging to a Charging Company, or in which a Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales), together with

- (a) all buildings and fixtures (excluding trade fixtures which are not owned by the Charging Company) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof,
- (c) the benefit of all covenants given in respect thereof, and
- (d) all Connected Rights

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Agent pursuant to this Deed,

"Release Date" has the meaning ascribed thereto in Clause 17.7 (*Redemption*),

"Relevant Documents" means the Acquisition Agreement.

"rights" shall be construed as including rights, benefits, privileges, consents, authorities, discretions, remedies and powers and **"right"** shall be construed accordingly,

"Scheduled Investments" means the Investments described in Schedule 2 (*Details of the Scheduled Investments*),

"Secured Liabilities" means all present and future obligations and other liabilities of any nature of any Charging Company due, owing or incurred under the Finance Documents

(or any of them) to the Security Agent, any of the other Secured Parties and/or any Receiver (including without limitation under any amendments, supplements or restatements of any of the Finance Documents however fundamental or in relation to any new or increased advances or utilisations) actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2.4 (*Interest*)), after as well as before judgement, and all costs, charges and expenses incurred in connection therewith, and "**Secured Liability**" shall be construed accordingly,

"**Secured Parties**" has the meaning given to that term in the Intercreditor Agreement,

"**Security**" means any charge, pledge or lien or other security securing any obligation of any person or any agreement or arrangement having the effect of creating security,

"**Senior Agent**" means the "Agent" as defined on the Senior Facilities Agreement,

"**Senior Discharge Date**" has the meaning given to that term in the Intercreditor Agreement,

"**Senior Facilities Agreement**" means the senior facilities agreement dated 30 June 2008 as amended on 18 July 2008, as amended and restated on 5 April 2011, as amended and restated on or about the date of this Deed and as may be amended, replaced or supplemented from time to time, between, amongst others, the Parent, the Original Borrowers, the Mandated Lead Arrangers, Senior Agent and Security Agent,

"**Senior Finance Document**" means any "Finance Document" as such term is defined in the Senior Facilities Agreement,

"**Subsidiary**" has the meaning given to this term in the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement, and

"**this Deed**" means this debenture as varied, amended or supplemented from time to time

1.2 Construction

In this Deed (unless otherwise provided)

- (a) references to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument,
- (b) references to Clauses and Schedules are to be construed as references to the Clauses of, and Schedules to, this Deed as amended or varied from time to time and references to sub-clauses shall unless otherwise specifically stated be

construed as references to the sub-clauses of the Clause in which the reference appears,

- (c) references to this Deed and any provisions of this Deed or to any other document or agreement are to be construed as references to this Deed, those provisions of that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time, including (without limitation) in respect of this Deed
- (d) words importing the singular shall include the plural and vice versa,
- (e) references to a person shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm partnership joint venture, company corporation, unincorporated body of persons or any state or any agency thereof,
- (f) references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute,
- (g) references to liability or liabilities are to be construed to include all liabilities and obligations whether actual, contingent present or future and whether incurred solely or jointly,
- (h) the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible,
- (i) the word "including" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words, and
- (j) a reference to "Secured Liabilities" includes any liabilities that would be treated as such but for the liquidation or dissolution or similar event affecting a Charging Company

1.3 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the documents under which the Secured Liabilities arise and of any side letters relating thereto between each Charging Company and the Security Agent are incorporated herein to the extent required for any purported disposition of any Property or any other relevant Charged Asset contained in this Deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1.4 Inconsistency between this Deed and the Intercreditor Agreement

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail

1.5 **Trust**

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement

1.6 **Deed**

This document is to take effect as a deed (even though the Security Agent executes it under hand)

1.7 **Schedules**

Any failure to state any Investments of any Charging Company on the date of this Deed in Schedule 2 (*Details of the Scheduled Investments*) will not affect any Charges over such assets

1.8 **Covenants and Representations**

Each covenant of a Charging Company contained in this Deed remains in force until the Release Date

2 **COVENANT TO PAY**

2.1 **Charging Company's Obligations Continuing**

Each Charging Company's obligations under this Clause 2 and the Charges shall be continuing and will extend to the ultimate balance of Secured Liabilities payable by any Charging Company and will remain in full force and effect until no Secured Liabilities remain outstanding, unsatisfied or capable of arising under the Finance Documents regardless of any intermediate discharge in whole or in part

2.2 **Immediate Rights**

This Deed and each Charging Company's obligations under this Deed are in addition to, and not to be prejudiced by or to be merged with, any other guarantee, indemnity or security at any time existing in favour of any person. Each Charging Company waives any right it may have to require the Security Agent (or any trustee or agent on its behalf) to make demand of, proceed against or enforce any other rights or security or claim payment from any person before claiming against it save for the demand upon it in the circumstances and as provided for in Clause 2.3 (*Covenant to Pay*)

2.3 **Covenant to Pay**

Each Charging Company shall on demand pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents

2.4 **Interest**

If a Charging Company fails to pay any Secured Liabilities on the date on which they fall due for payment, such Charging Company shall on demand pay to the Security Agent interest on all such amounts from the due date until the date of payment (both before and after judgement) calculated and payable in accordance with the rate and in the manner specified in the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement. Any such interest not paid when due shall be compounded and bear interest calculated as provided above

3 SECURITY

3.1 Creation of Charges

All Charges are

- (a) made in favour of the Security Agent,
- (b) made with full title guarantee, and
- (c) security for the payment of all Secured Liabilities

All Charged Assets are excluded from the Charges created pursuant to Clauses 3.2 (*Property*) to 3.10 (*Other Charges*) to the extent specifically assigned by way of security pursuant to Clause 3.11 (*Assignment by way of Security*)

3.2 Property

Each Charging Company charges

- (a) by way of legal mortgage, all Property in England and Wales (including that described in Schedule 6 (*Property*)) now belonging to it, and
- (b) by way of fixed equitable charge, all other Property and immovable property now belonging to it and all Property and immovable property acquired by it in the future

3.3 Investments

Each Charging Company charges

- (a) by way of fixed charge the Scheduled Investments, and
- (b) by way of fixed charge all of its Investments subsequently belonging to it or held by any nominee on its behalf

3.4 Book Debts

Each Charging Company charges by way of fixed charge, all rights which it may have now or subsequently in respect of any Book Debts

3.5 Intellectual Property

Each Charging Company charges by way of fixed charge all rights in respect of Intellectual Property now or subsequently belonging to it (including that described in Schedule 7 (*Intellectual Property*))

3.6 Bank Balances

Each Charging Company charges by way of fixed charge all of its Bank Balances

3.7 Insurance

Each Charging Company charges by way of fixed charge all benefits, rights and interest of such Charging Company under or in respect of the Insurance Proceeds and all related claims of any kind and returns of premium (to the extent that the same are not otherwise subject to an effective fixed charge or assignment pursuant to this Clause 3)

3 8 Plant and Machinery

Each Charging Company charges by way of fixed charge all Personal Chattels now or subsequently belonging to it

3 9 Contracts

Each Charging Company charges by way of fixed charge all its rights (including, without limitation, the right to receive any compensation) now or subsequently of such Charging Company in respect of

- (a) the Relevant Documents and any contract or agreement to which it is a party other than an Excluded Contract,
- (b) any warranty, bond, guarantee or letter of credit issued in its favour, and
- (c) any bill of exchange or any other negotiable instrument held by it,

(to the extent that the same are not otherwise subject to an effective fixed charge pursuant to Clauses 3 1 (*Creation of Charges*) to 3 7 (*Insurance*) inclusive or 3 10 (*Other Charges*) or to an effective security assignment under Clause 3 11 (*Assignment by way of Security*))

3 10 Other Charges

Each Charging Company charges by way of fixed charge

- (a) all its uncalled capital,
- (b) all its goodwill, and
- (c) any authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof)

3 11 Assignment by way of Security

- (a) Each Charging Company hereby assigns absolutely as security for the payment and discharge of the Secured Liabilities (subject to the proviso for reassignment on redemption) to the Security Agent all rights and interest present or future of such Charging Company in respect of the Relevant Documents together with the benefit of all its rights, claims and remedies in respect of those Charged Assets
- (b) Until the occurrence of an Enforcement Event each Charging Company shall be entitled to exercise all its rights in the Relevant Documents, subject to the other provisions of this Deed

3 12 Floating Charge

- (a) Each Charging Company charges by way of floating charge, its undertaking and all its assets both present and future not otherwise effectively charged or assigned by this Deed, which is intended to be a qualifying floating charge for the purposes of paragraph 14 2A of Schedule B1 of the Insolvency Act 1986

- (b) Paragraph 14 of Schedule B1 of the Insolvency Act shall apply to this Deed and the Security Agent may appoint an administrator of any Charging Company pursuant to that paragraph
- (c) Save as provided in paragraph (d) below the Security Agent may by notice to any Charging Company convert the floating charge created by such Charging Company pursuant to this Clause into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if
 - (i) an Enforcement Event has occurred, or
 - (ii) the Security Agent has reasonable grounds for considering those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other analogous legal process)
- (d) If a Charging Company charges, pledges or otherwise encumbers (whether by way of fixed or floating security) any of the property, assets and income comprising the property charged by floating charge or attempts so to do without the prior consent in writing of the Security Agent or otherwise as expressly permitted under the Finance Documents, the floating charge hereby created shall automatically operate as a fixed charge upon such affected property, assets or income forthwith upon the occurrence of such event
- (e) If any Charging Company creates or attempts to create a trust over any of the Charged Assets otherwise than pursuant to any arrangement expressly permitted under the Finance Documents or without the prior consent in writing of the Security Agent and which is secured by the floating charge granted by such Charging Company pursuant to Clause 3 (*Security*), the floating charge created by that Charging Company under this Deed over the relevant Charged Assets shall automatically and immediately (without any notice) be converted into fixed charges over such Charged Assets
- (f) Notwithstanding any other provision of this Deed (and without prejudice to the circumstances in which the floating charge created under this Clause 3 (*Security*) will crystallise under general law) but subject to paragraph (g) below
 - (i) if any person presents an application for a warrant of execution, writ of *fiery facias*, garnishee order or charging order or otherwise takes any step to effect any distress, execution, attachment, expropriation, sequestration or other legal process against any of the assets which are charged by way of the floating charge of a Charging Company, or
 - (ii) a petition is presented for the winding up or administration in relation to any Charging Company which is not discharged within 28 days (in the case of a winding up petition) or 21 days (in the case of a petition for an administration order), or
 - (iii) an administrator or Receiver is appointed in respect of any Charging Company or the Security Agent receives notice of an intention to appoint

an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of any Charging Company,

then with immediate effect and without notice the floating charge shall automatically convert into a fixed charge as regards such Charged Assets of the relevant Charging Company secured by such floating charge

(g) No floating charge created by this Clause 3 (*Security*) may be converted into a fixed charge or otherwise crystallise solely by reason of

(i) the obtaining of a moratorium by such Charging Company, or

(ii) anything done with a view to obtaining a moratorium,

under section 1A and Schedule A1 to the Insolvency Act 2000

(h) Any charge which has crystallised under paragraphs (d) or (e) above may be reconverted into a floating charge by notice given at any time by the Security Agent to the Charging Company concerned in relation to the assets specified in such notice

3 13 Ranking

The floating charge created by each Charging Company ranks

(a) behind all the fixed charges created by that Charging Company but

(b) in priority to any other Security over the Charged Assets except for any Security ranking in priority in accordance with Clause 8 3 (*Rights of Receivers*)

3 14 Retention of Documents

The Security Agent shall be entitled to continue to retain any document delivered to it under this Deed relating to a Charged Asset until the Charges over such Charged Asset are released in accordance with this Deed. If, for any reason, they cease to hold any such document, they may by written notice to the relevant Charging Company require that the relevant document be redelivered to them and the relevant Charging Company shall within 5 Business Days of receipt of such written notice comply with that requirement or procure that it is complied with

3 15 Fixed and Floating Security

If for any reason any Security in respect of any asset created or purported to be created pursuant to this Clause 3 (*Security*) as a fixed charge or assignment does not, or ceases to, take effect as a fixed charge or assignment, then it shall take effect as a floating charge in respect of such asset. However it is the intent of the parties that the Security over other Charged Assets shall remain unaffected

3 16 Third Party Consents

If consent is required from any third party in order to create any Security over any asset to form part of the Charged Assets, such asset will only become a Charged Asset and be subject to the Security in this Deed upon relevant third party consent being obtained, **provided that** such consent shall only be sought when specifically required by the terms of this Deed

3 17 **Additional security**

The Security is in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party

4 **NEGATIVE PLEDGE**

- (a) Each Charging Company hereby covenants that without the prior written consent of the Security Agent it shall not nor shall it agree or purport to
 - (i) create or permit to subsist any Security or Quasi-Security (other than Permitted Security) whether in any such case ranking in priority to or *pari passu* with or after the security created by this Deed, or
 - (ii) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets, except as permitted under the Finance Documents
- (b) The Security Agent agrees that it shall, at the cost of the relevant Charging Company, execute such documentation and perform such acts as such Charging Company shall reasonably require to enable such Charging Company to make a Disposal which is permitted under the terms of the Finance Documents free of the Security created by this Deed

5 **PROPERTY OBLIGATIONS**

5 1 **Delivery of Title Documents**

Each Charging Company shall, immediately upon the occurrence of an Enforcement Event, deposit with the Security Agent all deeds and documents of title relating to any estate or interest in any Charged Property which at any time belongs to such Charging Company. If any such deeds or documents are at the relevant time at the Land Registry, such Charging Company shall promptly following a written demand by the Security Agent provide or procure the provision to the Security Agent of such undertakings and such letters addressed to the Land Registry as the Security Agent may reasonably require

5 2 **Leasing and Other Undertakings**

Each Charging Company shall (whether in exercise of any statutory power or otherwise)

- (a) save for any Permitted Disposals, not grant, or agree to grant, any lease or tenancy of all or any part of any Charged Property or confer or agree to confer upon any person any contractual licence or right to occupy or use the any Charged Property, except as permitted under the Senior Facilities Agreement or the Mezzanine Facility Agreement, and
- (b) save for any Permitted Disposals, not determine or extend or accept any surrender of any lease, tenancy or licence comprised in the Charged Property or agree to do any of these things, except as permitted under the Senior Facilities Agreement or the Mezzanine Facility Agreement

5.3 Registered Land

Following the occurrence of an Enforcement Event, each Charging Company shall apply to the Chief Land Registrar for a restriction in the following terms to be entered on the registers of the title of such of the Charged Property as is now or hereafter registered under the Land Registration Act 2002

"Except under an order of the Registrar no disposition or dealing by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the Debenture dated on or about December 2013 in favour of The Royal Bank of Scotland plc as security agent."

5.4 Right to Remedy

If a Charging Company fails to perform any obligation contained in this Deed in respect of its Charged Property prior to the earlier of the date falling 20 Business Days after the date of service of the written notice by the Lenders of the relevant failure default or, if earlier, the date such failure first constitutes (either alone or taken together with other such failures) an Event of Default (the **"Relevant Date"**) that Charging Company must allow the Lenders or their agents and contractors

- (a) following expiry of the period of 5 Business Days after the service of notice by the Lenders on the relevant Charging Company of its intention to enter and carry out repairs or works or, if later, the Relevant Date and during normal business hours to enter any part of its Charged Property and carry out any repairs or other works which the Charging Company has failed to do, and
- (b) to comply with or object to any notice served on that Charging Company in respect of its Charged Property

6 OTHER OBLIGATIONS

6.1 General Restrictions and Obligations.

- (a) Except with the consent of the Security Agent, each Charging Company shall not
 - (i) create or permit to be outstanding any Security over any Charged Assets save as permitted by the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement, or
 - (ii) unless required to do so by law, sell, transfer, assign, lease, hire out, grant lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except as permitted under the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement

6.2 Investments

- (a) *Deposit of Documents*
 - (i) Subject to the provisions of paragraph (a)(ii) below, each Charging Company shall within 15 Business Days after the execution of this Deed or within 5 Business Days after the date upon which it first becomes entitled to the relevant Investment deliver to the Security Agent (except

to the extent the Security Agent notifies the relevant Charging Company to the contrary)

- (A) all certificates and other documents of title or evidencing title in respect of each of the Scheduled Investments listed against its name in Schedule 2 (*Details of the Scheduled Investments*),
 - (B) all stock transfer forms executed in blank and other documents which the Security Agent may reasonably request to vest title in the Charged Investments in the Security Agent or its nominees, and
 - (C) such declarations of trust in relation to any Investments in which a Charging Company has an interest but which are not held in its sole name as the Security Agent may reasonably require acting reasonably
- (ii) Where a Charging Company has acquired any Investments and stock transfer forms in respect of such Investments need to be sent to the stamp office to be stamped, as soon as reasonably practicable and in any event within 10 Business Days of the date on which the relevant Charging Company receives the stock transfer form from the stamp office, such Charging Company shall deliver to the Security Agent all certificates and documents of title to the shares and stock transfer forms executed in blank

All documents required by this paragraph (a) of Clause 6.2 shall be in such form as may be required by law or regulation or otherwise as the Security Agent may require acting reasonably

(b) *Voting Rights and Distributions*

- (i) Until the occurrence of an Enforcement Event and the Security Agent is exercising its rights to enforce the Security in relation to the Investments under Clause 6.2(b)(ii), the relevant Charging Company shall be entitled to
 - (A) receive and retain all dividends, distributions and other amounts paid on or derived from any shares or stock comprised in its Charged Investments, and
 - (B) exercise or direct the exercise of the voting rights and other rights and powers attached to its Charged Investments in any manner which it sees fit other than in a manner which
 - (1) adversely affects the validity or enforceability of the security over such Charged Investments or would cause an Event of Default to occur, or
 - (2) would cause the Security Agent or its nominees to incur any cost or expense or render itself subject to any liability (for

which it has not previously been indemnified to its satisfaction)

- (ii) After an Enforcement Event, the Security Agent shall be entitled to
 - (A) complete all instruments of transfer in relation to the Charged Investments of each Charging Company on behalf of each Charging Company in favour of itself or such other person as it shall select and otherwise have any Charged Investments registered in its name or the name of its nominee,
 - (B) receive and retain all dividends, distributions and other monies paid on the Charged Investments, and
 - (C) exercise or direct the exercise in the name of the relevant Charging Company of the voting rights and any other rights and powers attached to any Charged Investments in such manner as it considers fit (including all powers given to trustees under Part II of the Trustee Act 2000)
- (iii) After an Enforcement Event, such Charging Company shall
 - (A) comply, or procure the compliance, with any directions of the Security Agent in respect of the exercise of any rights and powers exercisable in relation to such Investments, and
 - (B) if the Security Agent so requests, promptly deliver to the Security Agent a form of proxy or other authority (in each case, in such form as the Security Agent shall reasonably require) appointing such person as the Security Agent shall select to be the proxy of such Charging Company or otherwise enabling such person as the Security Agent shall select to exercise such voting rights and other rights and powers as shall be specified (whether generally or specifically) in the relevant notice
- (c) *Calls*
 - (i) Each Charging Company shall promptly pay all calls or other payments which may at any time become due in respect of any of its Charged Investments

- (ii) If a Charging Company fails to comply with paragraph (i) by the earlier of the date falling 20 Business Days after the Charging Company first received written notice that such amounts had become due and the last date upon which such payment is required to be made under the terms of the Charged Investments prior to the forfeiture by the holder of rights in respect of those Charged Investments or the occurrence of an Event of Default above the Security Agent may pay the calls or other payments on behalf of the Charging Company concerned. Such Charging Company must promptly on request from the Security Agent reimburse the Security Agent for any such payment.

6.3 Book Debts

- (a) Until the occurrence of an Enforcement Event, a Charging Company that grants security over its Book Debts shall be free to deal with those Book Debts in the course of its business. Disposals thereof shall be subject to the provisions of the Senior Facilities Agreement or the Mezzanine Facility Agreement.
- (b) Each Charging Company shall collect on behalf of the Security Agent all its Book Debts or other securities held by way of temporary investment when the same mature and all income arising from its Intellectual Property in the ordinary course of its business and, until payment into an account as provided below, shall hold the proceeds of such collection on trust for the Security Agent.
- (c) Each Charging Company shall promptly pay all moneys received by it from any source whatsoever into the Charged Account(s) as provided for in the Finance Documents until an Enforcement Event, at which time each Charging Company shall promptly pay such moneys into such account as nominated by the Security Agent.
- (d) Each Charging Company shall, upon an Enforcement Event, give notice to the debtors of any of its Book Debts or other Charged Assets referred to in paragraph (b) of Clause 6.3 of the Security created by this Deed in such form as the Security Agent may require.

6.4 Bank Balances

- (a) Until an Enforcement Event has occurred, the relevant Charging Company shall be free to deal with the Charged Accounts in the course of its business.
- (b) Each Charging Company shall
 - (i) promptly deliver to the Account Bank within 5 Business Days of the Security being granted a duly completed notice in respect of each such account in the form set out in Schedule 3 (*Form of Notice for a Charged Account to Account Bank*) as applicable, and
 - (ii) use all reasonable endeavours to procure the prompt delivery to the Security Agent of a duly completed acknowledgement in respect of such account in the form set out in Schedule 3 (*Form of Notice for a Charged Account to Account Bank*) as applicable within 20 Business Days of the

date of this Deed or (if notice is delivered to the Account Bank upon an Enforcement Event) of the date the notice is served **provided that**, if the Charging Company has used its reasonable endeavours but has not been able to obtain such acknowledgement within 20 Business Days its obligation to obtain such acknowledgement shall cease

- (c) Following an Enforcement Event, the Security Agent (or its Receiver) may (subject to the payment of any claims with priority to the Charges) withdraw amounts standing to the credit of the Charged Accounts to meet any amount due and payable under the Finance Documents when it is due and payable
- (d) Any security over the Charged Accounts shall be subject to any prior Security in favour of the relevant Account Bank that are created either by law or in the standard terms and conditions of such Account Bank

6.5 Intellectual Property

- (a) Until the occurrence of an Enforcement Event each Charging Company shall be free to deal with its Intellectual Property, Disposals thereof shall be subject to the provisions of the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facilities Agreement
- (b) Following the occurrence of an Enforcement Event, notice of the Security constituted hereby in respect of Intellectual Property shall be given to any third party from whom Intellectual Property is licensed

6.6 Relevant Documents

This Deed constitutes notice in writing to each Charging Company of any Security over any debt owed by that Charging Company to any other Charging Company or over any contract or agreement between that Charging Company and any other Charging Company whether created under this Deed or any other Security document

6.7 Insurance

- (a) After an Enforcement Event, each Charging Company shall promptly serve (with a copy to the Security Agent) a Notice of Insurance Assignment to the brokers or underwriters of the insurances comprised in the Charged Assets and each Charging Company shall use all reasonable endeavours to procure the prompt delivery to the Security Agent of a duly completed acknowledgement within 20 Business Days of the date of service of such notice **provided that** if the relevant Charging Company has used all its reasonable endeavours but has not been able to obtain such acknowledgement within 20 Business Days its obligation to obtain such an acknowledgement shall cease
- (b) Subject as provided herein, all moneys received by or on behalf of each Charging Company by virtue of any insurance shall be deemed part of the Charged Assets
- (c) Any moneys received by or on behalf of such Charging Company by virtue of any insurance shall be immediately paid into a Charged Account and shall be held on trust for the Security Agent until paid into such Charged Account or

applied in accordance with the terms of the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement

- (d) No loss payee or other endorsement shall be made on the insurance policy

7 ENFORCEMENT

7.1 Power of Sale

- (a) The Security Agent and any Receiver may exercise the statutory power of sale and shall have all other rights, powers and protections conferred by the Law of Property Act 1925 on mortgagees and receivers appointed under the Law of Property Act 1925 (as varied and extended by this Deed) free from the restrictions imposed by Section 103 of the Law of Property Act 1925, which shall not apply to the Charges and in the case of the Security Agent, whether or not it shall have appointed a Receiver
- (b) Following the occurrence of an Enforcement Event, the statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by sections 99 and 100 of the Law of Property Act 1925 shall not be exercisable by a Charging Company in relation to any part of the Charged Property without the prior written consent of the Security Agent. In addition to such statutory powers the Security Agent shall following the occurrence of an Enforcement Event have power to lease or make agreements for leases at a premium or otherwise and accept surrenders of leases and generally without any restriction on the kinds of leases and agreements for leases that the Security Agent may make and generally without the necessity for the Security Agent to comply with any restrictions imposed by or the other provisions of the said sections 99 and 100. The Security Agent may delegate such powers to any person and no such delegation shall preclude the subsequent exercise of such powers by the Security Agent itself or preclude the Security Agent from making a subsequent delegation thereof to some other person and any such delegation may be revoked
- (c) The restriction on the right of consolidating mortgage securities contained in section 93 of the Law of Property Act 1925 shall not apply to this Deed

7.2 Enforceability of Security

- (a) For the purposes of all powers implied by the Law of Property Act 1925 or any other applicable statute, the Secured Liabilities shall be deemed to have become due and payable upon the date of this Deed
- (b) The Charges given by a Charging Company shall become enforceable upon
 - (i) the occurrence of an Enforcement Event, or
 - (ii) the presentation of a petition or application for the making of an administration order in relation to such Charging Company or the receipt of notice by the Security Agent of the intention to appoint an administrator in respect of the relevant Charging Company

- (c) The power of sale conferred by Section 101 of the Law of Property Act 1925 as extended by this Deed shall be exercisable in relation to the Charges and the Security Agent may take possession of any Charged Asset at any time after an Enforcement Event
- (d) The statutory power of leasing conferred upon the Security Agent shall be 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 thinks fit and without the need to comply with any of the provisions of Sections 99 and 100 of the Law of Property Act 1925 and any lease granted will bind any holder of a subsequent Security deriving title under the Security Agent

7.3 Assistance

After an Enforcement Event, each Charging Company shall provide to the Security Agent and its representatives all assistance requested by the Security Agent to enforce all or any rights in or in respect of the Charged Assets

7.4 No Liability as mortgagee in possession

Neither the Security Agent, any other Secured Party, nor any Receiver will be liable, by reason of entering upon or into possession of a Charged Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

7.5 Contingencies

If the Charges are 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 an interest bearing suspense account

7.6 Renewal of Deposits

Without prejudice to any right of set-off the Security Agent may have under any other Finance Document or otherwise, if any time deposit matures on any interest bearing account a Charging Company has with the Security Agent and/or any other Secured Party prior to the Release Date when

- (a) there is an Enforcement Event, and
- (b) no Secured Liability is at that time due and payable

that time deposit will automatically be renewed for any further period which the Security Agent considers appropriate

8 APPOINTMENT AND RIGHTS OF RECEIVERS AND ADMINISTRATORS

8.1 Appointment of Receivers

- (a) If
 - (i) so requested by the relevant Charging Company, or
 - (ii) there is an Enforcement Event, or

- (iii) a petition is presented or application made for the appointment of an administrator of the relevant Charging Company or notice is given of the intention to appoint an administrator,

the Security Agent may, subject to paragraph (e) below by deed under seal or in writing under the hand of any officer of the Security Agent appoint any one or more persons to be Receiver of any Charged Assets of the relevant Charging Company or, when permitted by law, may appoint an Administrator of the relevant Charging Company pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986

- (b) The Security Agent may by writing under hand (except subject to any requirement for a court order under the Insolvency Act 1986 or any other applicable insolvency law) similarly remove any Receiver and appoint another person or other persons as Receiver or Receivers
- (c) If more than one person is appointed Receiver or Administrator of any assets each Receiver or Administrator may act either jointly or severally unless the document of appointing him states otherwise
- (d) Section 109(1) of the Law of Property Act 1925 does not apply to this Deed
- (e) The Security Agent is not entitled to appoint a Receiver solely as a result to the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 except with the leave of the court
- (f) The Security Agent is not entitled to appoint an administrative receiver if prohibited from doing so under section 72A of the Insolvency Act 1986

8.2 Scope of Appointment

Any Receiver may be appointed either Receiver of all the Charged Assets subject to any applicable restrictions under the Insolvency Act 1986 or Receiver of such part thereof as may be specified in his appointment and, in the latter case, the rights conferred on a Receiver by this Deed shall have effect as though every reference therein to the Charged Assets were a reference to the part of such assets so specified or any part thereof

8.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 8 shall have all the rights, powers and discretions conferred on a receiver or administrative receiver under the Insolvency Act 1986 the Law of Property Act 1925 and any other applicable law. In addition, a Receiver shall be entitled (either in his own name or in the name of the relevant Charging Company or any trustee or nominee for the relevant Charging Company) and in such manner and upon such terms and conditions as the Receiver thinks fit

- (a) *Take possession* to enter upon, take possession of, get in and collect the Charged Assets, to require directors to such Charging Company to call up unpaid share capital and to take action to enforce payment of unpaid calls,
- (b) *Carry on business* to manage or carry on any business of such Charging Company,

- (c) *Deal with Charged Assets* to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of, convert into money or realise the Charged Assets (including any Fixtures, other than landlord's fixtures, which may be severed and sold separately from the Property containing them) either by public offer or auction, tender or private contract to any person in any manner and on any terms and for a consideration of any nature he thinks fit and generally to exercise, in the name of and on behalf of and at the cost of such Charging Company all the powers and rights of an absolute owner of the charged assets and do or omit to do anything which the Charging Company could do or omit to do,
- (d) *New Subsidiary*
 - (i) to form or procure the formation of any new corporation, trust or partnership (a "new vehicle")
 - (ii) to acquire any Investment in such new vehicle,
 - (iii) to transfer or transfer any right in or grant any lease or licence in any Charged Assets to such new vehicle, or
 - (iv) to sell, transfer, assign exchange or otherwise dispose of any such Investments or deferred consideration or any rights attaching thereto,
- (e) *Borrowings* to borrow or raise money either unsecured or on the security of the Charged Assets either in priority to the Charges or otherwise and on such terms as he thinks fit,
- (f) *Covenants and Guarantees* to lend money or advance credit to any customer of a Charging Company, enter into bonds, covenants, commitments, guarantees, indemnities or like matters and to make all requisite payments to effect, maintain or satisfy the same,
- (g) *Leases and tenancies* to lease or licence any Charged Assets to any person on any terms and for any rent or fee, to agree to any change to such terms or rent and to accept any surrender of such lease or licence on any terms (including the payment of any surrender premium), in each case it shall think fit and to exercise all rights and powers as the Receiver would be capable of exercising if he were the absolute beneficial owner of the Charged Assets,
- (h) *Repairs* to effect any repairs, improvements, insurance or do any act which he may think desirable to protect, or improve, any Charged Asset or any business of any Charging Company or make it more productive, to carry out and/or complete any building operations and to apply for and maintain any planning permissions, building regulation approvals and other consents, in each case as he thinks fit,
- (i) *Proceedings and Claims* to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or the business of such Charging Company,

- (j) *Compromise of 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 such Charging Company or relating in any way to the Charged Assets,
- (k) *Redemption of Security* to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of encumbrancers,
- (l) *Employment* to appoint and discharge officers employees, agents and advisors and others for the purposes of this Deed and to discharge any person appointed by such Charging Company,
- (m) *Receipts* to give a valid receipt for any moneys and execute any document which is necessary or desirable for realising any Charged Assets,
- (n) *Insolvency Act 1986* to exercise all powers set out in Schedule 1 or Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1, Schedule B1 or Schedule 2, as the case may be, after the date of this Deed, and
- (o) *Other Powers* to do all such other acts and things the Receiver may consider necessary or expedient for realising the Charged Assets or incidental to the exercise of any of the rights, powers and discretions conferred on the Receiver under or by virtue of this Deed or by law

Each of the powers specified in each of the above paragraphs shall (except as otherwise provided) be distinct and shall not be in any way limited by reference to any other paragraph or the order in which they appear

8.4 **Directions of the Security Agent**

Any Receiver shall in the exercise of his rights, comply with any regulations, restrictions and directions from time to time made or given by the Security Agent

8.5 **Agent of Charging Company**

Any Receiver shall be the agent of the relevant Charging Company for all purposes and, subject to any applicable law the relevant Charging Company alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him. The Security Agent shall not incur any liability by reason of the appointment of a Receiver or for any other reason whatsoever

8.6 **Remuneration**

The Security Agent may from time to time determine the remuneration of any Receiver and the maximum rate specified in Section 109(6) of the Law of Property Act 1925 will not apply. The Security Agent may direct payment of such remuneration out of moneys accruing to the Receiver but the relevant Charging Company alone shall be liable for the payment of such remuneration and for all other costs, charges and expenses of the Receiver

9 **DISTRIBUTION**

All moneys from time to time received by the Security Agent or a Receiver shall, subject to the payment of any liabilities having priority to the Secured Liabilities by operation of law, be applied

- (a) in or towards the payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights, including his remuneration and all outgoings paid by him in each case to the extent reasonable incurred, and
- (b) in repayment of amounts outstanding under the Finance Documents in accordance with the terms thereof

10 **SECURITY AGENT'S RIGHTS**

10.1 **General Rights**

All or any of the rights which are conferred by this Deed (either expressly or impliedly) or by law upon a Receiver may be exercised after an Enforcement Event by the Security Agent irrespective of whether the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets

10.2 **Redemption of Prior Security**

If, following the occurrence of an Event of Default that is continuing, the Borrower fails to comply prior to the date falling ten Business Days after a receipt of a written request from the Security Agent to discharge the relevant Security

- (a) the Security Agent may at any time redeem any Security having priority to any Charges or procure the transfer of that Security to itself and may settle the accounts of the prior encumbrances and any accounts so settled shall, in the case of manifest error, be conclusive and binding on each Charging Company
- (b) Each Charging Company shall on demand of the Security Agent pay to the Security Agent all the costs and expenses incurred by it in connection with any such redemption or transfer
- (c) All the rights conferred by a prior charge upon the chargee or any receiver thereunder shall be exercisable by the Security Agent or a Receiver in like manner as if the same were expressly included herein and the Security Agent shall be entitled to exercise all the rights of a receiver appointed thereunder

10.3 **Delegation**

- (a) The Security Agent or any Receiver may delegate, in any manner to any person it may think fit any right power or discretion exercisable by it under this Deed
- (b) Any such delegation may be made upon such terms, consistent with the terms of the Finance Documents (including power to sub-delegate) as the Security Agent may think fit
- (c) The Security Agent shall not be in any way liable to any Charging Company or any other person for any losses, liabilities or expenses arising from any act,

default, omission or misconduct on the part of any Delegate save in the case of its gross negligence or wilful misconduct

10.4 Continuation of Accounts

At any time following the commencement of the winding-up of any Charging Company or the Security Agent or any other Secured Party becoming aware of any subsequent Security affecting the Charged Assets, the Security Agent may open a new account in the name of such Charging Company with it. If the Security Agent does not open a new account it shall nevertheless be treated as if it had done so at the time when the winding-up commenced or the Security Agent received, or was deemed to have been received, notice of such subsequent Security. No payments made thereafter by a Charging Company to the Security Agent shall discharge or reduce the Secured Liabilities but such payments shall be credited to the extent a new account has been opened, or be treated as having been credited to that account.

10.5 Custody

The Security Agent shall be entitled to keep all certificates and documents of title relating to the Charged Assets in safe custody at any of its branches or otherwise provide for their safe custody by third parties and shall not be responsible for any loss or damage occurring to or in respect thereof unless such loss or damage shall be caused by its own gross negligence or wilful default.

10.6 Recovery of Debts

The Security Agent and any manager or officer of the Security Agent or of any branch is hereby irrevocably empowered on or after the date the Charges are first enforced to receive all Book Debts and on payment to give an effectual discharge therefore and on non-payment to take (if the Security Agent in its sole discretion so decides) all steps and proceedings either in the name of each Charging Company or in the name of the Security Agent for the recovery therefore and also to agree accounts and to make allowances and to give time to any surety. Neither the Security Agent nor any Receiver shall be obliged to make any enquiry as to the sufficiency of any sums received in respect of any Book Debts or to make any claims or take any other action to collect or enforce the same.

11 RESPONSIBILITIES OF SECURITY AGENT

11.1 No Obligation to Remain in Possession

If the Security Agent, any Receiver or any Delegate shall take possession of the Charged Assets, it may from time to time in its absolute discretion relinquish such possession.

11.2 Security Agent's Obligation to Account

The Security Agent shall not (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or on any other basis)

- (a) be liable to account to any Charging Company or any other person for anything except the Security Agent's own actual receipts which have not been distributed or paid to such Charging Company or the persons entitled (or at the time of payment believed by the Security Agent to be entitled) thereto, or

- (b) be liable to such Charging Company or any other person for any costs, losses, liabilities or expenses arising from or connected with any realisation by the Security Agent of the Charged Assets or from any act, default, omission or misconduct of the Security Agent, its Delegates, officers, employees or agents in relation to the Charged Assets or from any exercise or non-exercise by the Security Agent of any right exercisable by it under the Finance Documents unless they shall be caused by the Security Agent's own gross negligence or wilful default

11.3 Receiver's and Delegate's Obligation to Account

All the provisions of Clause 11.2 (*Security Agent's Obligation to Account*) shall apply in respect of the liability of any Receiver or Delegate as though every reference in Clause 11.2 (*Security Agent's Obligation to Account*) to the Security Agent were instead a reference to the Receiver or, as the case may be, Delegate

12 FURTHER ASSURANCE

12.1 Further Assurance – General

Subject to the Agreed Security Principles, each Charging Company shall, at its own expense promptly do all such acts and things as the Security Agent may reasonably require for

- (a) creating, registering, perfecting, maintaining or protecting the Charges or any of the Charged Assets, and
- (b) facilitating the realisation of any Charged Asset or the exercise of any right, power or discretion vested in the Security Agent, any Receiver or any Delegate,

including, without limitation the execution (including by sealing) of any transfer, assignment, charge or Security or any document required to enable the Security Agent or its nominees to obtain legal title to any Charged Assets in circumstances in which it is entitled to obtain such legal title under this Deed or the giving of any notice, order or direction

13 POWER OF ATTORNEY

13.1 Appointment

Each Charging Company by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally to be its attorney

- (a) after an Enforcement Event, to do all acts and things which such Charging Company is obliged to do under this Deed, including, without limitation, to fill in the name of the transferee and to date and complete any instrument of transfer in respect of any Investments which has been executed in blank by such Charging Company and, in the case of registered Investments, to procure the registration of the transferee as the holder of the relevant Investments,
- (b) after an Enforcement Event, to transfer any interest in any Charged Assets in the circumstances in which such transfer may be required under this Deed, including on an enforcement of the Charges over such Charged Assets,

- (c) after an Enforcement Event, in its name and on its behalf to exercise any right conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under this Deed, and
- (d) to register the existence of the Charges or the restrictions on dealing with the Charged Assets in any register in which a Charging Company is obliged (but has failed) to effect registration under the terms of this Deed and in any event within 15 Business Days of receipt of notice by the Security Agent to comply with such request to effect such registration

13.2 Delegation

The Security Agent shall have full power to delegate the power conferred on it by this Clause 13, but no such delegation shall preclude the subsequent exercise of such power by the Security Agent itself or preclude the Security Agent from making a subsequent delegation thereof to some other person, any such delegation may be revoked by the Security Agent at any time

13.3 Ratification

Each Charging Company agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney granted by Clause 13.1 (*Appointment*). All moneys expended by any such attorney shall be deemed to be expenses incurred by the Security Agent under this Deed

14 PROTECTION OF THIRD PARTIES

14.1 No Duty to Enquire

No purchaser or other person dealing with the Security Agent, any Receiver, Administrator, or any Delegate shall be concerned to enquire

- (a) whether any power which the Security Agent or any Receiver or Administrator is purporting to exercise or which is conferred by or pursuant to this Deed has become exercisable or is being properly exercised,
- (b) whether the Secured Liabilities have become payable or any amount remains outstanding under the Finance Documents, or
- (c) as to the application of any money paid to the Security Agent or any Receiver or Delegate

14.2 Statutory Protection

All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925, Section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate

14.3 Tacking

The Security Agent shall comply with their obligations under the Finance Documents (including any obligation to make further advances)

15 EXPENSES, STAMP DUTY AND INDEMNITIES

15.1 Expenses

Each Charging Company will be required to pay the cost of any re-execution, notarisation, re-registration, amendment or other perfection requirement for any security in relation to any assignment or transfer on or prior to any syndication by the Lender to a new lender, subject to such perfection requirement being in compliance with the Agreed Security Principles. Otherwise the cost or fee shall be for the account of the transferee lender.

15.2 Stamp Duties

Each Charging Company will within three Business Days of demand indemnify the Security Agent and any Receiver or Delegate from and against any liability for any stamp duty, registration and other similar Taxes payable in connection with the entry into, performance, execution or enforcement of this Deed or to which this Deed may otherwise be or become subject or give rise.

15.3 Taxes

(a) All sums payable by each Charging Company under this Deed shall be paid

(i) free and clear of any restriction or condition including (but not limited to) set-off, waiver or counterclaim, but excluding any deductions or withholdings permitted to be made under clause 18 (*Tax Gross-Up and Indemnities*) of the Senior Facilities Agreement or (if after the Senior Discharge Date) the under clause 14 (*Tax Gross-Up and Indemnities*) of the Mezzanine Facility Agreement free and clear of and without any deduction or withholding for or on account of any Tax from such payment, and

(ii) save for any deductions or withholdings permitted to be made by the terms of the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement or required by law, without deduction or withholding on account of any other amount whether by way of set-off, counter claim or otherwise,

(b) If any Charging Company or any other person is required by law to make any deduction or withholding on account of any such Tax from any sum paid or payable by any Charging Company to the Security Agent under this Deed the sum payable by such Charging Company in respect of which the relevant deductions or withholding is required shall be increased to the extent and in the circumstances required under clause 18 (*Tax Gross-Up and Indemnities*) of the Senior Facilities Agreement or (if after the Senior Discharge Date) under clause 14 (*Tax Gross-Up and Indemnities*) of the Mezzanine Facility Agreement.

16 PAYMENTS

16.1 Demands

Any demand for payment made by the Security Agent shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

16.2 Certificates

A certificate, determination, notification or opinion of the Security Agent as to the amount of the Secured Liabilities or any other matter connected with this Deed or the Charges shall in the absence of manifest error, be conclusive evidence of the matters to which it relates

16.3 Payments

All payments under or pursuant to this Deed (including damages in respect of breaches hereof) shall be made in accordance with the Finance Documents or in such other manner as the Security Agent may agree and direct

17 AVOIDANCE OF SECURITY

17.1 Avoidance of Payments and other matters

If

- (a) any payment is made by a Charging Company, or
- (b) any discharge is given by the Security Agent (whether in respect of the obligations of any Charging Company or any Security for those obligations or otherwise), or
- (c) any settlement is made in whole or in part on the basis of any payment, security or other disposition

which is avoided or reduced as a result of insolvency or any similar event

- (i) the liability of each Charging Company shall continue as if the payment, discharge, settlement, avoidance or reduction had not occurred,
- (ii) the Security Agent shall be entitled to recover the value or amount of that payment, discharge, security or settlement from each Charging Company as if the payment, discharge, settlement, avoidance or reduction had not occurred, together with any other cost, loss, expense or liability incurred by the Security Agent as a result of such avoidance or discharge, and
- (iii) each Charging Company shall on demand indemnify the Security Agent against any funding or other cost, loss, liability or expense (including loss of profit) incurred by the Security Agent as a result of the Security Agent being required for any reason to refund all or part of any amount received by it in respect of any of the Secured Liabilities

17.2 Waiver of Defences

As between each Charging Company and the Security Agent, each Charging Company shall be liable under Clause 2 (*Covenant to Pay*) as if it were the principal debtor and not merely a surety. Neither the Charges nor the obligations of each Charging Company under this Deed shall be discharged or affected by (and each Charging Company hereby irrevocably waives any defences it may now or hereafter acquire in any way relating to) any act, omission, matter or thing which, but for this Clause 17, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to such Charging Company or the Security Agent) including

- (a) any matter referred to in the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement,
- (b) any time, waiver or consent granted to, or composition with any Charging Company, any Obligor or any other person,
- (c) the release of any Charging Company, any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (d) 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 Charging Company, any other Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Charging Company, any other Obligor or any other person,
- (f) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security,
- (g) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or
- (h) any insolvency or similar proceedings

17.3 Other Charging Companies

It is specifically acknowledged and agreed that the Security Agent may from time to time make any arrangement, compromise, waiver or other dealing with any Charging Company in relation to any guarantee or other obligations under the Finance Documents which it may think fit and no such arrangement, compromise, waiver or other dealing shall exonerate or discharge any other Charging Company from its obligations under the Finance Documents

17.4 Appropriations

Until all Secured Liabilities have been irrevocably and unconditionally paid and discharged in full the Security Agent (or any trustee or agent on its behalf) may, without affecting the liability of any Charging Company under this Deed

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Security Agent (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Charging Company shall be entitled to the benefit of the same,

- (b) to the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Charging Company hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2 Regulations 2003 (SI 2003 NO 3226) (the "Regulations")) the Security Agent shall have the right following an Enforcement Event to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Charged Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised, and (b) in the case of Investments, the market price of such Investments determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in the Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations, and
- (c) hold in an interest-bearing suspense account any moneys received from any Charging Company or on account of any Charging Company's liability under this Deed

17.5 Exercise of Charging Company's Rights

Until all Secured Liabilities have been irrevocably and unconditionally paid and discharged in full or the Security Agent otherwise directs

- (a) no Charging Company will exercise any rights which it may have (by reason of performance of any of its obligations under the Finance Documents)
 - (i) to be indemnified by any other Charging Company, or
 - (ii) to claim any contribution or payment from any other Charging Company or surety of any Charging Company's obligations under the Finance Documents, or
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent or any Secured Party under the Finance Documents or of any other Security or guarantee taken pursuant to or in connection with, the Finance Documents by the Security Agent, or
 - (iv) to claim, rank, prove or vote as creditor of any Charging Property or its estate in competition with the Security Agent or any Secured Party (or any trustee or agent on its behalf), or
 - (v) to claim or take the benefit of any payment or distribution for or on account of any Charging Company or to exercise any right of set-off against any Charging Company, and

- (b) such Charging Company shall hold any amount received or recovered by it as a result of any exercise of any such right on trust for the Security Agent and shall pay an amount equal to the amount received or recovered forthwith to the Security Agent

17.6 Consolidation

Section 93 of the Law of Property Act 1925 (restricting the right of consolidation of the Charges with any other Security) shall not apply to the Charges and the Security Agent may consolidate all or any of the Charges with any other Security to the extent lawful

17.7 Redemption

- (a) The Security Agent shall, on the date on which it is satisfied that all the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and no further Secured Liabilities are capable of becoming outstanding (the "**Release Date**") or following receipt of a notice under paragraph (b) of Clause 17.7 take all reasonable steps to release and/or re-assign the Charged Assets from the Charges
- (b) All documents that are necessary in connection with the redemption of the Charges or the transfer of the Charged Assets back to the relevant Charging Company shall be in such form as the Security Agent shall reasonably require

17.8 Security Retention

No amount paid to the Security Agent under a Finance Document will be considered irrevocably or unconditionally discharged for any purpose of this Deed if the Security Agent acting reasonably, considers that such amount is capable of being avoided or otherwise set aside under any laws relating to insolvency or otherwise

17.9 Redemption of Investments

On any release of Investments hereby charged or any part of them from this Deed, the Security Agent shall not be bound to return or re-transfer to the relevant Charging Company the identical Investments deposited with them or transferred to them or their nominee or nominees but the relevant Charging Company will accept Investments of the same class and denomination or other Investments (as the case may be)

18 RIGHTS, AMENDMENTS, WAIVERS AND CONSENTS

18.1 Failure to Exercise Rights

No failure by the Security Agent to exercise or delay in the exercise of any right or remedy under this Deed will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy

18.2 Cumulative Rights

The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law

18.3 Grant of Waivers

A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given

19 PARTIAL INVALIDITY

If at any time any provision of this Deed 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 jurisdiction will in any way be affected or impaired

20 SET-OFF

20.1 Set-Off

The Security Agent and each Secured Party may (without notice to a Charging Company) set off or otherwise apply any deposits at any time held and any other indebtedness, matured or unmatured owing by it to or for the account of a Charging Company against any indebtedness, matured or unmatured, owing to the Security Agent and each Secured Party by that Charging Company, regardless of the place of payment, booking branch or currency of either obligation or the terms of any deposit held by the Security Agent and each Secured Party

20.2 Currency Conversion

The Security Agent may exercise such rights notwithstanding that the obligations concerned may be expressed in different currencies and the Security Agent is authorised to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

20.3 Set-Off Rights Cumulative

This Clause 20 (*Set-Off*) shall be in addition to and without prejudice to any rights of set-off or any other rights or remedies which the Security Agent and each Secured Party may have

21 COMMUNICATIONS

Each communication under this Deed shall be made in the manner required for the making of communications under the terms of the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement

22 THIRD PARTIES

Save as otherwise expressly provided herein, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

23 TRUST

The Security Agent shall hold the benefit of the covenants, mortgages, assignments and charges given by each Charging Company herein upon trust for the Finance Parties

24 **SEPARATE AND INDEPENDENT OBLIGATIONS**

- (a) Subject to paragraph (b) below, the Security created by each Charging Company by or in connection with any Finance Document is separate from and independent of the Security created or intended to be created by any other Charging Company by or in connection with any Finance Document
- (b) Any reference in this Deed to a "Charging Company" in relation to any Charged Asset is, if that Charging Company holds any right, title or interest in that Charged Asset jointly with any other Charging Company, a reference to those Charging Companies jointly

25 **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

25.1 **Governing Law**

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

25.2 **Jurisdiction of English Courts**

- (a) The Courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")
- (b) The parties to this Deed 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 25.2 is for the benefit of the Security Agent and each Secured Party only. As a result, the Security Agent and each Secured Party shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent and each Secured Party may take concurrent proceedings in any number of jurisdictions
- (d) Each Charging Company agrees not to claim and hereby irrevocably waives any immunity from legal process in connection with this Deed under any law of any applicable jurisdiction which it is entitled to claim or which may be attributed to it in respect of itself or its assets to the fullest extent permitted by the laws of such jurisdiction

26 **COUNTERPARTS**

26.1 **Counterparts**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed

26.2 **Non-signatories**

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other parties who do execute this Deed. Such Non-Signatories may execute this Deed (or a counterpart thereof) on a subsequent date and will thereupon become bound by its provisions

27 **ASSIGNMENT AND NEW CHARGING COMPANIES**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with and subject to the Finance Documents

This Deed has been delivered on the date stated at the beginning of this Deed

SCHEDULE 1
THE CHARGING COMPANIES

Charging Company	Registered Number
WP SK Holdings Limited	05134411
WP SK Midco Limited	05385905
WP SK Limited	05134639
WP SK France Limited	05134646
Safety-Kleen Europe Limited	03686221
Safety-Kleen UK (France) Limited	03673966
Safety-Kleen UK (Europe) Limited	03673963
Safety-Kleen U K Limited	01190039
SK 5 Limited	06590913
WP Midco3 Limited (formerly Ayleshamhaven Limited)	06544475
SafetyKleen Group Services Limited (formerly Scymourgrange Limited)	06544285

SCHEDULE 2
DETAILS OF THE SCHEDULED INVESTMENTS

Charging Company	Investment	Shareholding (Percentage)	Class and number of shares held
WP SK Holdings Limited	WP SK Midco Limited	100%	10,000,100 Ordinary shares of £0.01 each
WP SK Midco Limited	WP SK Limited	100%	124,822,831 Ordinary shares of £0.01 each
WP SK Limited	WP SK France Limited	100%	10 Ordinary Shares of £1 each
WP SK Limited	Safety-Kleen Europe Limited	100%	6166108 Ordinary shares of £0.01 each
WP SK Limited	Safety-Kleen UK (France) Limited	50%	1 Ordinary share of £1
Safety-Kleen Europe Limited	Safety-Kleen UK (France) Limited	50%	1 Ordinary share of £1
Safety-Kleen Europe Limited	Safety-Kleen UK (Europe) Limited	100%	3 Ordinary shares of £1 each
WP Midco3 Limited (formerly Ayleshamhaven Limited)	SafetyKleen Group Services Limited (formerly Seymourgrange Limited)	100%	10,000,000 Ordinary shares of £1 each
SafetyKleen Group Services Limited	WP SK Holdings Limited	100%	10,000,100 Ordinary shares of £0.01 each

SCHEDULE 3
FORM OF NOTICE FOR A CHARGED ACCOUNT TO ACCOUNT BANK

To [name of account bank]
[address]

[•]

Dear Sirs

[•] (the "Charging Company")

[number and description of the Charged Account] (the "Charged Accounts")

- 1 Pursuant to a debenture (the "Deed") dated [•] between the Charging Company and The Royal Bank of Scotland plc (the "Security Agent") the Charging Company has charged by way of first fixed charge in favour of the Security Agent as Security Agent for the Secured Parties (as defined in the Deed) all its rights to and interest in the balance standing from time to time to the credit of the Charged Accounts. A copy of the Deed is enclosed. The Deed sets out provisions relating to any dealing with the Charged Accounts until the Security Agent by written notice informs you otherwise.
- 2 The Charging Company hereby irrevocably and unconditionally instructs and authorises you to disclose to the Security Agent any information relating to the Charged Accounts which the Security Agent requests you to disclose,
- 3 The Charging Company hereby authorises you upon written notice from the Security Agent that an Enforcement Event has occurred
 - (a) to pay or to release any moneys standing to the credit of the Charged Accounts, in accordance with any instructions which you receive from the Security Agent,
 - (b) not to permit any withdrawal by the Charging Company of any moneys standing to the credit of the Charged Accounts, without the prior written consent of the Security Agent and to hold all such moneys to the order of the Security Agent, and
 - (c) to comply with the terms of any written notices or instructions relating to the Deed and/or the Charged Accounts and the debts represented by them which you receive from the Security Agent
- 4 The Security Agent hereby confirms that it consents to the following transactions in relation to the Charged Accounts in accordance with the terms of the mandates relating to such Charged Accounts
 - (a) you may collect and pay to the credit of any Charged Accounts the proceeds of credits for the account of the Charging Company

- (b) you may make payments to third parties or to other Charged Accounts in the name of the Charging Company on the instructions of the Charging Company and debit the amounts involved to any Charged Accounts,
- (c) you may debit to any Charged Account amounts due to you from the Charging Company and
- (d) in order to enable you to make available net overdraft facilities on the Charged Accounts, you may set-off debit balances against credit balances on any of the following Charged Accounts

*[Specify accounts and account numbers]*¹

- 5 The Security Agent may by notice to you amend or withdraw the consents given in paragraph 3
- 6 If the consent referred to in paragraph 4(d) above is withdrawn, you may immediately set-off debit balances and credit balances on the Charged Account existing immediately prior to the receipt by you of the notice of such withdrawal
- 7 The instructions and authorisations which are contained in this letter shall remain in full force and effect until the Charging Company and the Security Agent together give you notice in writing revoking or amending them. You may comply with the instructions contained in this letter without further authority from the Charging Company
- 8 This letter is governed by English law
- 9 Please acknowledge your acceptance of the instructions and authorisations contained in this notice by signing the attached Form of Acknowledgement and returning it to the Security Agent at [•] copied to us

Yours faithfully

[name of Charging Company]

[•]

By
Authorised Signatory

By
Authorised Signatory

(a)
(b)

¹ To be included where there are multiple accounts

Form of Acknowledgement of Notice for a Charged Account to Account Bank

To [•]

Copy [*Charging Company*]

Dear Sirs

Debenture dated [•] between [•] (the "Deed")

We hereby acknowledge receipt of the notice (a copy of which is attached hereto) (the "Notice") dated [•] and addressed to us by you regarding the Charged Accounts (the "Charged Accounts") and confirm that we

- (a) accept the instructions and authorisations contained in the Notice and agree to comply with the terms thereof,
- (b) do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, Security rights of set-off or rights against the Charging Company in respect of the Charged Accounts and/or the debts represented by them save as permitted by the Notice,
- (c) have not, received notice of any interest of any third party in any Charged Account and/or the debts represented by them, and
- (d) following written notice from the Security Agent shall not permit any amount to be withdrawn from any Charged Account save as permitted by the Notice or with your prior written consent

We understand that, in the event that we become aware at any time that any person other than yourselves has or will have any right or interest in the Charged Accounts and/or the debts represented by them, we will promptly notify you

The only account[s] maintained with us [is] [are] the Charged Account[s] referred to in the Notice [and [•]]

Yours faithfully

[*name of bank*]

SCHEDULE 4
FORM OF NOTICE OF ASSIGNMENT TO INSURERS

To [insert name and address of insurance company]

[•]

Dear Sirs,

Re [identify the relevant insurance policy(ies)] (the "Policies")

- 1 We hereby notify you that [insert name of Company] (the "**Company**") has [assigned by way of security (subject to a proviso for re-assignment on redemption) to/charged] in favour of The Royal Bank of Scotland plc (the "**Security Agent**") all its right, title and interest in the Policies as security for certain obligations owed by the Company to the Security Agent
- 2 We further notify you that -
 - (a) you may continue to deal with the Company in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent,
 - (b) you are authorised to disclose information in relation to the Policies to the Security Agent on request, and
 - (c) the provisions of this notice may only be revoked with the written consent of the Security Agent
- 3 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Company) by way of confirmation that -
 - (a) you agree to the terms set out in this notice and to act in accordance with its provisions,
 - (b) you have noted the Security Agent's interest as assignee on the Policies,
 - (c) you will not cancel, avoid, release or otherwise allow the Policies to lapse without giving the Security Agent at least 30 days' written notice,
 - (d) you have not received notice that the Company has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party,
 - (e) the Security Agent shall not in any circumstances be liable for the premiums in relation to the Policies, and
 - (f) the Policies shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Security Agent
- 4 The provisions of this notice are governed by English law

Form of Acknowledgement of Notice of Assignment to Insurers

To [•]

Copy to [*insert name and address of Company*]

We hereby acknowledge receipt of the above notice (the “**Notice**”) and agree to comply with the matters set out in paragraph 3 of the Notice

for and on behalf of
[*insert name of insurance company*]

Dated

SCHEDULE 5
FORM OF NOTICE OF DOCUMENT ASSIGNMENT

To []

Date []

Dear Sirs

We hereby give you notice that we have assigned by way of security (subject to a proviso for re-assignment on redemption) to The Royal Bank of Scotland plc (the "**Security Agent**") pursuant to a debenture entered into by us in favour of the Security Agent dated [] all our right, title and interest in and to [*details of contract*] (the "**Contract**") including all moneys which may be payable in respect of the Contract

We further notify you that

- (a) you may continue to deal with the Company in relation to the Contract until you receive written notice to the contrary from the Security Agent upon the occurrence of an Enforcement Event. Hereafter the Company will cease to have any right to deal with you in relation to the Contract and therefore from that time you should deal only with the Security Agent
- (b) you are authorised, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us, and
- (c) these instructions may not be revoked without the prior written consent of the Security Agent

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [] marked for the attention of []

The provisions of this notice are governed by English law

Yours faithfully,

for and on behalf of
[Company]

Form of Acknowledgement of Notice of Document Assignment

To [•]

Copy to [Insert name and address of Company]

We hereby acknowledge receipt of the above notice and confirm the matters set out therein

for and on behalf of
[insert name of counterparty]

Dated

SCHEDULE 6**PROPERTY**

Charging Company	Description of Property	Title number
Safety-Kleen U K Limited	Land lying to the north of Todwick Road, Dinnington, Rotherham South Yorkshire	SYK266220
Safety-Kleen U K Limited	Land at Tower Road, Glover Industrial Estate, Washington, Tyne and Wear NE37 2SH	TY204945
Safety-Kleen U K Limited	Land on the south-east side of Redgate Road, Ashton-in-Makerfield, Wigan, Greater Manchester	GM617775
Safety-Kleen U K Limited	Land and buildings on the north-west side of Lake Road Aylesford Maidstone and land at Quarry Wood Industrial Estate, Lake Road Aylesford, Maidstone, Kent	K648686 and K737737

SCHEDULE 7
INTELLECTUAL PROPERTY

Registered Trade Marks

Proprietor	Jurisdiction	Number	Mark	Filing date	Class(es)
Safety-Kleen U K Limited	CTM	002260768	SK logo	07/06/2001	3, 7, 37, 40
Safety-Kleen U K Limited	CTM	002260792	SAFETY- KLEEN	07/06/2001	3, 7, 37, 40
Safety-Kleen U K Limited	CTM	002597177	S logo	19/02/2002	3, 7, 37, 40
Safety-Kleen U K Limited	Benelux	334880	SAFETY- KLEEN	18/09/1975	N/A
Safety-Kleen U K Limited	Benelux	490763	SK logo	21/11/1990	3, 6, 7, 37, 40
Safety-Kleen U K Limited	Benelux	490764	SAFETY- KLEEN	02/11/1990	3, 7, 37, 40
Safety-Kleen U K Limited	Benelux	634449	THE POWER OF WATER	12/02/1998	N/A
Safety-Kleen U K Limited	Czech	244425	SAFETY- KLEEN	12/06/2001	3, 7, 37, 40
Safety-Kleen U K Limited	Czech	244426	SK logo	12/06/2001	3, 7, 37, 40
Safety-Kleen U K Limited	France	1321801	SAFETY- KLEEN	02/09/1985	7
Safety-Kleen U K Limited	France	1629087	SAFETY- KLEEN	22/11/1990	3, 7, 36, 37

Proprietor	Jurisdiction	Number	Mark	Filing date	Class(es)
Safety-Kleen U K Limited	France	16299088	SK logo	22/11/1990	3, 7, 36, 37
Safety-Kleen U K Limited	France	98718194	THE POWER OF WATER	16/02/1998	3
Safety-Kleen U K Limited	Germany	965607	SAFETY- KLEEN	09/11/1975	7
Safety-Kleen U K Limited	Germany	971195	SK SAFETY- KLEEN logo	14/09/1976	7
Safety-Kleen U K Limited	Germany	1032615	SAFETY- KLEEN	08/07/1981	36, 37, 40
Safety-Kleen U K Limited	Germany	2027900	SK logo	12/11/1990	1, 36, 37, 40
Safety-Kleen U K Limited	Germany	2029187	SAFETY- KLEEN	12/11/1990	1, 37, 40
Safety-Kleen U K Limited	Hungary	175015	SAFETY- KLEEN	24/04/2002	3, 7, 37, 40
Safety-Kleen U K Limited	Hungary	181211	SK logo	24/04/2002	37, 40
Safety-Kleen U K Limited	Italy	1057045	SAFETY- KLEEN	25/08/1983	7
Safety-Kleen U K Limited	Italy	913212	SK logo	13/12/1990	3, 7, 40, 42
Safety-Kleen U K Limited	Italy	913209	SAFETY- KLEEN	13/12/1990	3, 40, 42

Proprietor	Jurisdiction	Number	Mark	Filing date	Class(es)
Safety-Kleen U K Limited	Italy	815619	THE POWER OF WATER	06/03/1991	3
Safety-Kleen U K Limited	Poland	R-159602	SK logo	13/06/2001	N/A
Safety-Kleen U K Limited	Poland	R-159603	SAFETY- KLEEN	13/06/2001	N/A
Safety-Kleen U K Limited	Poland	Z-236926	SK logo	13/06/2001	N/A
Safety-Kleen U K Limited	Poland	Z-236927	SAFETY- KLEEN	13/06/2001	N/A
Safety-Kleen U K Limited	Portugal	233421	SAFETY- KLEEN	21/08/1991	3
Safety-Kleen U K Limited	Portugal	233422	SAFETY- KLEEN	21/08/1991	7
Safety-Kleen U K Limited	Portugal	233423	SAFETY- KLEEN	21/08/1991	42
Safety-Kleen U K Limited	Portugal	262404	SK logo	20/08/1992	3
Safety-Kleen U K Limited	Portugal	262405	SK logo	20/08/1992	7
Safety-Kleen U K Limited	Portugal	262406	SK logo	20/08/1992	42
Safety-Kleen U K Limited	Portugal	268675	SK logo	06/01/1993	37

Proprietor	Jurisdiction	Number	Mark	Filing date	Class(es)
Safety-Kleen U K Limited	Portugal	273094	SAFETY- KLEEN	26/03/1993	37
Safety-Kleen U K Limited	Slovakia	200569	SAFETY- KLEEN	12/06/2001	3, 7 37, 40
Safety-Kleen U K Limited	Spain	1115714	SAFETY- KLEEN	23/08/1985	7
Safety-Kleen U K Limited	Spain	1115715	SAFETY- KLEEN	23/08/1985	37
Safety-Kleen U K Limited	Spain	1115716	SAFFTY- KLEEN	23/08/1985	3
Safety-Kleen U K Limited	Spain	1605913	SK logo	13/12/1990	7
Safety-Kleen U K Limited	Spain	1605914	SK logo	13/12/1990	37
Safety-Kleen U K Limited	Spain	1605915	SK logo	13/12/1990	40
Safety-Kleen U K Limited	Spain	2059514	SK logo	22/11/1996	3
Safety-Kleen U K Limited	Spain	2059515	SK word and device mark	22/11/1996	40
Safety-Kleen U K Limited	Switzerland	492742	SAFETY- KLEEN	12/06/2001	3, 7, 36, 40
Safety-Kleen U K Limited	Turkey	114388	SK logo	28/08/1989	3, 7

Proprietor	Jurisdiction	Number	Mark	Filing date	Class(es)
Safety-Kleen U K Limited	Turkey	114567	SAFETY- KLEEN	28/08/1989	3, 7
Safety-Kleen U K Limited	Turkey	2001/022817	SAFETY- KLEEN & SK logo	06/11/2001	3, 7, 40
Safety-Kleen U K Limited	UK	1225687	SK logo	01/09/1984	3, 7
Safety-Kleen U K Limited	UK	1225689	SK logo	01/10/1986	37
Safety-Kleen U K Limited	UK	1274974	SK logo	01/10/1986	37
Safety-Kleen U K Limited	UK	1274975	SAFETY- KLEEN & SK logo	01/10/1986	37
Safety-Kleen U K Limited	UK	1288711	SAFETY- KLEEN & SK logo	01/10/1986	40
Safety-Kleen U K Limited	UK	1288712	SK logo	01/10/1986	40
Safety-Kleen U K Limited	UK	1472921	SAFETY- KLEEN (stylised)	09/08/1991	3
Safety-Kleen U K Limited	UK	1472922	SAFETY- KLEEN (stylised)	09/08/1991	7
Safety-Kleen U K Limited	UK	1472923	SAFETY- KLEEN (stylised)	09/08/1991	37
Safety-Kleen U K Limited	UK	1472924	SAFETY- KLEEN (stylised)	09/08/1991	40

Proprietor	Jurisdiction	Number	Mark	Filing date	Class(es)
Safety-Kleen Europe Limited	CTM	1429794	AQUA WZARD	17/12/1999	1, 7, 40
Safetykleen UK Limited	Hong Kong	300846856	S LOGO	03/04/2017 (Renewal date)	3, 7, 37, 40
Safetykleen UK Limited	Hong Kong	300846847	GLOBALKLEEN	03/04/2017 (Renewal date)	3, 7, 37, 40
Safetykleen UK Limited	Hong Kong	300846865	GLOBALKLEEN (PLUS S LOGO)	03/04/2017 (Renewal date)	3, 7, 37, 40
Safetykleen UK Limited	Hong Kong	300846874	GLOBALKLEEN (PLUS S LOGO)	03/04/2017 (Renewal date)	3, 7, 37, 40

Trade Mark Applications

Proprietor	Jurisdiction		Number	Mark
Safety-Kleen Limited	U K	CTM	5810585	SAFETYKLEEN device mark
Safety-Kleen Limited	U K	CTM	6064976	KLEENCUT device mark
Safety-Kleen Limited	U K	CTM	6063952	KLEENCUT word mark
Safety-Kleen Limited	U K	CTM	5810338	SAFETYKLEEN word mark
Safety-Kleen Limited	UK	China	6044523	S LOGO
Safetykleen Limited	UK	China	6044522	S LOGO
Safetykleen Limited	UK	China	6044521	S LOGO

Proprietor	Jurisdiction		Number	Mark
Safety-Kleen Limited	UK	China	6044520	S LOGO
Safetykleen Limited	UK	China	6044527	GLOBALKLEEN
Safetykleen Limited	UK	China	6044526	GLOBALKLEEN
Safetykleen Limited	UK	China	6044525	GLOBALKLEEN
Safetykleen Limited	UK	China	6044524	GLOBALKLEEN
Safety-Kleen Limited	UK	China	6044519	GLOBALKLEEN (PLUS S LOGO)
Safetykleen Limited	UK	China	6044518	GLOBALKLEEN (PLUS S LOGO)
Safetykleen Limited	UK	China	6044535	GLOBALKLEEN (PLUS S LOGO)
Safetykleen Limited	UK	China	6044534	GLOBALKLEEN (PLUS S LOGO)
Safety-Kleen Limited	UK	China	6044533	GLOBALKLEEN (PLUS S LOGO)
Safetykleen Limited	UK	China	6044532	GLOBALKLEEN (PLUS S LOGO)
Safetykleen Limited	UK	China	6044531	GLOBALKLEEN (PLUS S LOGO)
SafetyKleen Limited	UK	China	6044530	GLOBALKLEEN (PLUS S LOGO)
Safetykleen Limited	UK	Taiwan	096021103	S LOGO
Safetykleen Limited	UK	Taiwan	096021102	GLOBALKLEEN
Safetykleen Limited	UK	Taiwan	096021104	GLOBALKLEEN (PLUS S LOGO)
Safetykleen Limited	UK	Taiwan	096021105	GLOBALKLEEN (PLUS S LOGO)

Proprietor	Jurisdiction		Number	Mark
Safetykleen Limited	UK	Turkey	2007/22374	S LOGO
Safetykleen Limited	UK	Turkey	2007/22375	SAFETYKLEEN (PLUS S LOGO)
Safetykleen Limited	UK	Turkey	2007/22372	SAFETYKLEEN
Safetykleen Limited	UK	Turkey	2007/22373	SERVICEKLEEN
Safetykleen Limited	UK	Turkey	2007/22376	SERVICEKLEEN (PLUS S LOGO)
Safetykleen Limited	UK	Turkey	2007/36900	KLEENCUT
Safetykleen Limited	UK	Turkey	2007/36901	KLEENCUT (PLUS LOGO)

Patents

Registrant	Title	Country	Patent no	Publication date	Application no. / application date	Status
Safetykleen Europe Limited	Separation apparatus and method	Brazil	BPR10700233	6 Nov 2007	BR2007P100233/ 7 Feb 2006	Pending
Safetykleen Europe Limited	Separation apparatus and method	European patent	EP1815900	8 Aug 2007	GB06256573 4/ 22 December 2006	Pending in Austria, Belgium, Bulgaria, Switzerland, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, UK, Greece, Hungary, Ireland, Iceland, Italy, Liechtenstein, Lithuania, Luxembourg, Latvia, Monaco, the Netherlands, Poland, Portugal, Romania, Sweden, Slovenia, Slovakia, Turkey, Albania, Bosnia and Herzegovina, Croatia, Macedonia, Yugoslavia

Safetykleen Europe Limited	Separation apparatus and method	UK	GB2435226	22 Aug 2007	GB20060002409/ 7 Feb 2006	Pending
Safetykleen Europe Limited	Separation apparatus and method	US	US2007181472	9 Aug 2007	US11/671,972/ 7 Feb 2006	Pending
Safetykleen Europe Limited	Separation apparatus and method	Canada			2 0071E+11/ 7 Feb 2006	Pending
Safetykleen Europe Limited	Separation apparatus and method	India			248/DEL/2007/ 7 Feb 2006	Pending
Safetykleen Europe Limited	Separation apparatus and method	Taiwan			96103514/ 7 Feb 2006	Pending

Registered Designs

Country	Status	Short Title	Application no	Design no.	Registrant
UK	Granted	Cleaning Devices (Brake Cleaner)	000527346- 0002	000527346- 0002	Safetykleen UK Limited
UK	Granted	Cleaning Devices (Replacement Parts Washer)	000527346- 0001	000527346- 0001	Safetykleen UK Limited
TR	Granted	Cleaning Device/Portable Cleaning Device	2006/05013	2006/05013	Safetykleen UK Limited
US	Pending	Cleaning Device	29/250361		Safetykleen UK Limited
US	Pending	Portable Cleaning Device	29/250370		Safetykleen UK Limited
BR	Granted	Cleaning Devices	DI6604402- 2	DI6604402- 2	Safetykleen UK Limited
BR	Granted	Portable Cleaning Device	DI6604403- 0	DI6604403- 0	Safetykleen UK Limited

Domain Names

Domain Name	Registrant	Expiry Date
safetykleen.co.uk	Safetykleen Europe Limited	24 Feb 2010
sk-europe.co.uk	Safetykleen Europe Limited	18 Mar 2010
sk-europe.com	Safetykleen Europe Limited	11 Feb 2009

SIGNATORIES TO THE DEBENTURE

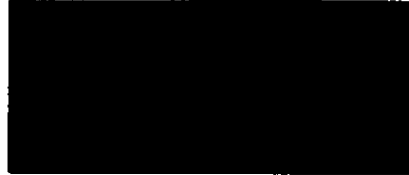
SIGNED as a DEED by WP SK

MIDCO LIMITED acting by

Geoff Baldock a

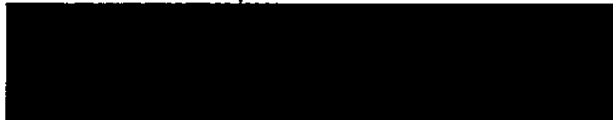
Director in the presence of

SWAGATAM MUKERJI



Name SWAGATAM MUKERJI

Address:



Occupation:



Address:

Fax No:



Attention: SWAGATAM MUKERJI

SIGNED as a DEED by WP SK

LIMITED acting by

Geoff Baldock a

Director in the presence of

SWAGATAM MUKERJI



Name: SWAGATAM MUKERJI

Address:



Occupation:



Address:

Fax No

Attention: SWAGATAM MUKERJI

SIGNED as a DEED by SAFETY-KLEEN

EUROPE LIMITED acting by

Geoff Baldock a Director

in the presence of

SWAGATAM MUKERJI

Name SWAGATAM MUKERJI

Address:

Occupation

Address

Fax No

Attention: SWAGATAM MUKERJI

SIGNED as a DEED by SAFETY-KLEEN UK

(FRANCE) LIMITED acting by

Geoff Baldock a Director

in the presence of

SWAGATAM MUKERJI

Name SWAGATAM MUKERJI

Address:

Occupation. [REDACTED]

Address [REDACTED]

Fax No. [REDACTED]

Attention **SWAGATAM MUKERJI**

SIGNED as a DEED by **SAFETY-KLEEN UK**
(EUROPE) LIMITED acting by

SWAGATAM MUKERJI a Director

in the presence of

GEOFF BALDOCK

[REDACTED]
Name: **GEOFF BALDOCK**

Address. [REDACTED]

Occupation. [REDACTED]

Address. [REDACTED]

Fax No. [REDACTED]

Attention

GEOFF BALDOCK

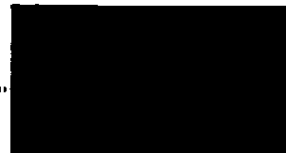
SIGNED as a DEED by SAFETY-KLEEN U.K.

LIMITED acting by

SWAGATAM MUKERJI a Director

in the presence of

GEOFF BALDOCK



Name: GEOFF BALDOCK

Address: [Redacted]

Occupation: [Redacted]

Address: [Redacted]

Fax No. [Redacted]

Attention: GEOFF BALDOCK

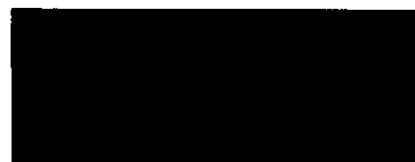
SIGNED as a DEED by WP SK FRANCE

LIMITED acting by

GEOFF BALDOCK a Director

in the presence of

SWAGATAM MUKERJI



Name: SWAGATAM MUKERJI

Address: [Redacted]

Occupation: [Redacted]

Address

Fax No:

Attention **SWAGATAM MUKERJI**

SIGNED as a DEED by SK 5 LIMITED acting by

Geoff BALDOCK a Director

in the presence of

SWAGATAM MUKERJI

Name: **SWAGATAM MUKERJI**

Address

Occupation

Address:

Fax No:

Attention **SWAGATAM MUKERJI**

SIGNED as a DEED by WP MIDCO3 LIMITED

acting by SWAGATAM MUKERJI

a Director in the presence of

Geoff BALDOCK

Name: **Geoff BALDOCK**

Address:

Occupation:

Address

Fax No

Attention **GEOFF BALDOCK**

SIGNED as a DEED by SAFETYKLEEN GROUP
SERVICES LIMITED acting by

SWAGATAM MUKERJI a Director

in the presence of

GEOFF BALDOCK

[REDACTED]

Name **GEOFF BALDOCK**

Address

[REDACTED]

Occupation:

[REDACTED]

Address.

[REDACTED]

Fax No

Attention **GEOFF BALDOCK**

SIGNED as a DEED by WP SK HOLDINGS
LIMITED acting by

GEOFF BALDOCK a Director

in the presence of

SWAGATAM MUKERJI

[REDACTED]

[REDACTED]

Name **SWAGATAM MUKERJI**

Address

[REDACTED]

Occupation

[REDACTED]

Address

Fax No

Attention **SWAGATAM MUKERJI**

The Security Agent

**THE ROYAL BANK OF
SCOTLAND PLC**

By

Address

Facsimile No.

Attention

Address

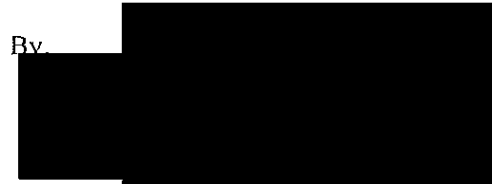
Fax No

Attention

The Security Agent

**THE ROYAL BANK OF
SCOTLAND PLC**

By



Address

Facsimile No

Attention

