

MG01

Particulars of a mortgage or charge



149516/13

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT

You cannot use this for
particulars of a charge
company. To do this, p
form MG01s

THURSDAY



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06/10/2011

132

COMPANIES HOUSE

1

Company details

Company number

7 7 3 8 6 9 6

Company name in full

Water Newco Holdings Limited (the "Company")

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d0 d1 m1 m0 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Guarantee and Debenture between (1) the Company, (2) Netco Trading
Limited and (3) Venture Finance PLC ("Venture") (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Please see continuation page 1 (Amount Secured)

Continuation page

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

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	Venture Finance PLC
Address	Sheencroft House, Church Road, Haywards Heath, West Sussex
Postcode	R H 1 6 3 S N
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars Please see continuation pages 2-12 (Short Particulars)

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission, allowance or discount	nil	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X Squire, Sanders & Kempsey (UK) LLP X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Lauren Broadbent

Company name Squire, Sanders & Dempsey
(UK) LLP

Address Rutland House

148 Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 J R

Country United Kingdom

DX DX 708610 Birmingham 17

Telephone 0121 222 3216



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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 N R 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 mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

By clause 2 1(a) of the Debenture, the Company covenants that it will on demand pay to Venture all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to Venture whether express or implied, present, future or contingent, joint or several, incurred as principal or surety denominated in whatever currency or incurred on any account or in any manner under or pursuant to the Finance Documents (as defined below) when the same become due for payment or discharge and interest (as well after as before judgment) to date of payment at such rates and upon terms as may from time to time be payable and all commission, fees, expenses and other charges and all legal and other costs when the same became due for payment or discharge (the "**Secured Obligations**")

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 CHARGES</p> <p>1 1 Fixed Charges</p> <p>By clause 3 1 of the Debenture, each Security Obligor with full title guarantee, charges to Venture as a continuing security for the payment and discharge of the Secured Obligations (such that each charge listed below is a separate charge in relation to each Security Obligor)</p> <ul style="list-style-type: none"> (a) by way of legal mortgage, the Properties (if any) specified in Schedule 2 (<i>Properties</i>) of the Debenture, (b) by way of equitable mortgage (to the extent not the subject of a legal mortgage by virtue of clause 3 1(a) of the Debenture) all present and future Properties now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor may have an interest, (c) by way of first fixed charge, the Equipment (if any) specified in Schedule 3 (<i>Equipment</i>) of the Debenture and the benefit of all contracts and warranties relating to the same, (d) by way of first fixed charge, all Equipment (other than any property specified in Schedule 3 (<i>Equipment</i>) of the Debenture) now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor has an interest and the benefit of all contracts and warranties relating to the same, (e) by way of first fixed charge, all Securities now or from time to time hereafter owned by such Security Obligor or in which the Security Obligor has an interest, (f) by way of first fixed charge, all debts now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor has an interest (whether originally owing to such Security Obligor or purchased or otherwise acquired by it) other than the Non-Vesting Debts and the Other Debts, (g) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of such Security Obligor with any bank, financial institution or other person (including, without limitation, the Accounts but excluding the Barclays Accounts and Cash Deposits to the extent effectively charged under clause 3 2(d) or (e) of the Debenture), (h) by way of assignment, all moneys from time to time payable to such Security Obligor under or pursuant to the Insurances including without limitation the right to the refund of any premiums, (i) by way of first fixed charge, the proceeds of all other sums of money received by such Security Obligor, other than those specified in clauses 3 1(f), 3 1(g) and/or 3 1(h) of the Debenture, (j) by way of first fixed charge, the goodwill and uncalled capital of such Security 	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Obligor,

- (k) by way of first fixed charge, the Intellectual Property (if any) specified in Schedule 4 (*Intellectual Property*) of the Debenture as shown on continuation sheet 12 to 16,
- (l) by way of first fixed charge, all Intellectual Property (other than any Intellectual Property specified in Schedule 4 (*Intellectual Property*) of the Debenture), now or from time to time hereafter owned by the Security Obligor or in which the Security Obligor may have an interest, and
- (m) by way of first fixed charge, all rights, benefits and interests of the Company pursuant to the Trade Mark Licence

1 2 Assignment

By clause 3 3 of the Debenture, each Security Obligor with full title, guarantee, assigns to Venture absolutely

- (a) the Rentals, together with the benefit of all rights and remedies of the Security Obligor relating to them, and
- (b) the goodwill of the business carried out at the Properties and the Scottish Properties

subject to reassignment on payment and discharge in full of the Secured Obligations

1 3 Floating Charges

By clause 3 4 of the Debenture, each Security Obligor with full title guarantee, charges to Venture by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3 1 (*Security Obligor Fixed Charges*) of the Debenture, clause 3 2 (*Fixed Charges on Non-Vesting and Other Debts*) of the Debenture and clause 3 3 (*Assignment*) of the Debenture or otherwise pursuant to the Debenture and including (without limitation and whether or not so effectively charged) any of its property, assets and rights situated in Scotland In addition, the Scottish Security Obligor is to enter into the Scottish Floating Charge

1 4 Qualifying Floating Charge

The provisions of paragraph 14 of Schedule B1 Insolvency Act 1986 apply to the floating charges in clause 3 4 (*Floating Charges*) of the Debenture, which shall be enforceable at any time on or after the Enforcement Date

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 5 Restrictions on dealing with Charged Assets

By clause 3 6 of the Debenture, each Security Obligor covenants that it will not

- (a) dispose of all or any of its Properties or the Scottish Properties in whole or in part,
- (b) dispose of all or any of the Equipment specified in Schedule 3 (*Equipment*) of the Debenture except for disposals for which Venture's consent has been requested in the form set out in Schedule 5 Part 1 (*Disposal of Charged Assets*) of the Debenture and expressly granted by Venture in the form set out in Schedule 5 Part 2 (*Form of letter of Request to dispose of Charged Assets*) of the Debenture,
- (c) dispose of all or any of the other Fixed Charge Assets without the prior written consent of Venture,
- (d) dispose of its Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of this deed otherwise than at arm's length and in the ordinary course of business,
- (e) create or attempt to create or permit to subsist in favour of any person other than Venture any Encumbrance on or affecting the Charged Assets or any part thereof except Permitted Security

2 FURTHER ASSURANCE

2 1 Further assurance

Each Security Obligor shall if and when at any time required by Venture (acting reasonably) execute such further Encumbrances and assurances in favour or for the benefit of Venture and do all such acts and things as Venture shall from time to time require over or in relation to all or any of the Charged Assets to

- (a) secure the Secured Obligations,
- (b) perfect or protect Venture's security over the Charged Assets or any part thereof,
- (c) facilitate the realisation of the same, and
- (d) to give effect to the terms of this deed

3 CONTINUING SECURITY AND OTHER MATTERS

3 1 Continuing security

The Debenture and the obligations of each Security Obligor under the Debenture

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(including, without limitation, the Guarantees) shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever

4 COVENANT TO PAY: GUARANTEES

By clause 2 1(b) of the Debenture, the Company irrevocably and unconditionally

- (i) guarantees the due performance by each and every other Security Obligor of all its obligations to Venture under or pursuant to the Finance Documents, and
- (ii) guarantees the payment of all moneys now or hereafter due, owing or incurred to Venture, under or pursuant to the Finance Documents by each other Security Obligor, and
- (iii) undertakes that, if for any reason any other Security Obligor fails to discharge any such obligation or to pay any such moneys, it shall immediately on demand by Venture discharge such obligation or, as the case may be, pay such moneys to Venture

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>5 DEFINITIONS</p> <p>"Account" means each account other than any Trust Account and/or the Receivables Account from time to time opened or maintained by a Security Obligor at such branch of the Account Bank as Venture may approve and all rights, benefits and proceeds in respect of such account</p> <p>"Account Bank" means any bank with which a Security Obligor maintains a Receivables Account or one or more Accounts</p> <p>"Administrator" means any person appointed under Schedule B1 Insolvency Act 1986 to manage a Security Obligor's affairs, business and property</p> <p>"Barclays Accounts" means those bank accounts held with Barclays Bank PLC's Oxford branch, with the following account numbers</p> <p>(a) 90345768,</p> <p>(b) 30780561,</p> <p>(c) 00379964, and</p> <p>(d) 50802964</p> <p>"Cash Deposits" means all sums from time to time standing to the credit of the Barclays Accounts, all interest on such sums and all other amounts of whatsoever nature deriving directly or indirectly from such sums</p> <p>"Charged Assets" means, in relation to a Security Obligor, all assets of that Security Obligor described in clauses 3 1 (<i>Security Obligor Fixed Charges</i>) of the Debenture, 3 3 (<i>Assignment</i>) of the Debenture and 3 4 (<i>Floating Charges</i>) of the Debenture and in addition in relation to the Obligor all assets described in clause 3 2 (<i>Fixed Charge on Non-Vesting and Other Debts</i>) of the Debenture</p> <p>"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance</p> <p>"Debt" has the meaning given to it in the Master Facilities Agreement pursuant to clause 1 5 of the Debenture</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect)</p>	

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>and includes any agreement to create any of the foregoing</p> <p>"Enforcement Date" means the date on which an Event of Default occurs and is continuing as described in the Master Facilities Agreement or, if earlier, the date on which</p> <ul style="list-style-type: none"> (a) Venture receives from any person a notice of intention to appoint an Administrator, (b) a Security Obligor requests Venture to appoint an Administrator or a Receiver, (c) an application is made for the appointment of an Administrator, (d) a petition is presented for an administration order in respect of a Security Obligor, (e) an Administrator is appointed in relation to a Security Obligor <p>"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP</p> <p>"Event of Default" has the meaning given to it in the Master Facilities Agreement pursuant to clause 1.5 of the Debenture</p> <p>"Excluded Leasehold" means any leasehold interest (i) under a lease under which the Company is obliged to pay a rack rental, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business or operations of the Security Obligor or (ii) leased to the Security Obligor on terms which prohibit (either absolutely or subject to the landlord's consent being obtained and where such consent has not been obtained) the creation of any Security over the Security Obligor's interest in such leasehold property</p> <p>"Finance Documents" has the meaning given to it in the Master Facilities Agreement pursuant to clause 1.5 of the Debenture</p> <p>"Fixed Charge Assets" means the assets of each Security Obligor described in clause 3.1 (<i>Security Obligor Fixed Charges</i>) of the Debenture and the assets of the Obligor described in clause 3.2 (<i>Fixed Charges on Non-Vesting and Other Debts</i>) of the Debenture</p> <p>"Fixtures" has the meaning given to it in the Master Facilities Agreement pursuant to clause 1.5 of the Debenture</p>

6 Short particulars of all the property mortgaged or charged

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Short particulars

"GAAP" means accounting principles which are for the time being generally acceptable in the United Kingdom

"Group" has the meaning given to it in the Master Facilities Agreement pursuant to clause 1 5 of the Debenture

"Guarantee" means, in relation to a Security Obligor, the obligations of that Security Obligor pursuant to clause 2 1(b) (*Covenant to pay, Guarantees*) of the Debenture and includes the obligations of that Security Obligor arising by virtue of clauses 2 2 (*Security Obligor as principal debtor indemnity*) of the Debenture and 13 (*Continuing Security and Other Matters*) of the Debenture

"Insurances" means, in relation to a Security Obligor, all present and future contracts or policies of insurance (including life assurance policies) taken out by that Security Obligor or in which that Security Obligor from time to time has an interest

"Intellectual Property" means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semiconductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting

"Intercreditor Deed" has the meaning given to it in the Master Facilities Agreement pursuant to clause 1 5 of the Debenture

"Inventory" means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with a Security Obligor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them

"Leases" means all agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property or Scottish Property (as the case may be) is subject from time to time and "Lease" shall be construed accordingly

"Loan Note Documents" has the meaning given to it in the Master Facilities Agreement pursuant to clause 1 5 of the Debenture

"Master Facilities Agreement" means the master facilities agreement entered into between the Obligor and Venture on or around the date of the Debenture pursuant to which certain asset based lending facilities and Debt purchase facilities are provided to the Obligor

"Non-Vesting Debts" means all and any Debts purportedly assigned to Venture pursuant to the Master Facilities Agreement but which do not, for any reason, vest

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absolutely and effectively in Venture from time to time

"Obligors" means Netco Trading Limited

"Other Debts" means (at all times excluding all and any Debts vesting in Venture pursuant to the Master Facilities Agreement and all and any Non-Vesting Debts, and in each case their Related Rights) book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights

"Permitted Borrowings" has the meaning given to it in the Master Facilities Agreement pursuant to clause 1.5 of the Debenture

"Permitted Security" means any of the following

- (a) Encumbrances arising under the Finance Documents,
- (b) subject always to the provisions of the Intercreditor Deed, Encumbrances arising under the Loan Note Documents and/or its associated security documents,
- (c) liens arising by operation of law and in the ordinary course of trading,
- (d) any Encumbrance arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group, and
- (e) any Encumbrance arising in connection with Permitted Borrowings provided that any person with the benefit of such Encumbrance has entered into an intercreditor deed with Venture in such form as Venture reasonably requires

"Property" means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same (other than Excluded Leaseholds) and **"Properties"** means all or any of the same, as the context requires

"Receivables Account" means the account with a Security Obligor's bank, financial institution or other person to which the proceeds of realisation of Other Debts are to be paid

"Receiver" means, in relation to a Security Obligor, any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act

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1986) appointed by Venture pursuant to clause 9 1 (*Appointment and powers of Receiver*) of the Debenture

"Related Rights" has the meaning given to it in the Master Facilities Agreement pursuant to clause 1 5 of the Debenture

"Rentals" means all rents, profits, income, fees and other sums at any time and from time to time payable by any tenants, under-tenants or licencees to a Security Obligor pursuant to the terms of a Lease excluding any sums payable in respect of (a) services provided to tenants, under-tenants or licensees (b) insurance premiums and (c) reasonable professional fees and expenses

"Scottish Floating Charge" means the floating charge in Scottish form to be entered into by the Scottish Security Obligors in favour of Venture on or around even date of the Debenture

"Scottish Property" means heritable and leasehold property situated in Scotland, and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same (other than Excluded Leaseholds) and **"Scottish Properties"** means all or any of the same, as the context requires

"Scottish Security Obligors" means each of the companies details of which are listed in Schedule 1 Part 3 (*Scottish Security Obligors*) of the Debenture and any other company which subsequently becomes a party to this deed pursuant to a Supplemental Deed and **"Scottish Security Obligor"** means any one of them

"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 1 (*Covenant to pay, Guarantees*) of the Debenture

"Securities" means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof

"Security Obligors" means the Company, each Obligor, the Scottish Security Obligors and any other company which subsequently becomes a party to this deed pursuant to a Supplemental Deed and **"Security Obligor"** means any one of them

"Supplemental Deed" means a deed supplemental to this deed in form and substance satisfactory to Venture by virtue of which a company becomes bound by this deed in the capacity of a Security Obligor

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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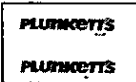
Short particulars

"Trade Mark Licence" means the trade mark licence between Unipart Group Limited, Unipart Automotive Limited and the Obligor dated on or around the date of the Debenture













"Trust Account" has the meaning given to it in the Master Facilities Agreement pursuant to clause 1.5 of the Debenture

Schedule 4 - Debenture



PART ONE
REGISTERED TRADE MARKS

Trade Mark	Country	Registration No	Classes	Device
AUTOCOOL (Series of 2)	United Kingdom	2165106	37	
BLANK PARTCO Logo	United Kingdom	2057215	1,2,3,4,6,7,8,9,11, 12,16,17,37 & 39	
DRIVE IN DIRECT	United Kingdom	2053674	9, 41 and 42	
DRIVE IN PLUS (Series of 2)	United Kingdom	2188417	7, 8, 9, 16, 35 and 37	
DX	United Kingdom	2054401	34	
DX THREE Logo	United Kingdom	2054404	4	
FASTFIT	United Kingdom	1321691	35	
FLEETGUARD	United Kingdom	900141	1	
KIS ONLINE & Device	European Community	PENDING	9, 38 and 42	
KIS ONLINE & Device	United Kingdom	2571482	9, 38 and 42	
MASTERLUBE	United Kingdom	2070445	13	
MASTERLUBE	United Kingdom	2044353	4	
PARTCO	United Kingdom	2311745	35	
PARTCO	United Kingdom	2057207	1,2,3,4,6,7,8,9,11, 12,17,37,39 (word only)	
PLUNKETT'S (stylised) (Series of 2)	United Kingdom	2326323	2 7 8 12 35	

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POWERTRAIN	European Community	004804779	1, 6, 7, 9, 11, 12, 16, 17, 35, 37 & 39	
POWERTRAIN	United Kingdom	2362365	1, 6, 7, 9, 11, 12, 16, 17, 37 & 39	
POWERTRAIN PRODUCTS and	Italy	782011	12	
POWERTRAIN PRODUCTS and	Spain	1762646	17	
POWERTRAIN PRODUCTS and	Spain	1762641	6	
POWERTRAIN PRODUCTS & Device	United Kingdom	2362366	1 6 9 11 12 16 17 35 37 39	 
POWERTRAIN PRODUCTS (Logo)	European Community	004126108	1, 6, 9, 11, 12, 16, 17, 35, 37 & 39	
POWERTRAIN PRODUCTS and Device	United Kingdom	1534919	6, 7 and 12	
PROLITE	United Kingdom	2123043	4	
Q PART	United Kingdom	2304980	2 6 7 11 12 35 39	
QED and Logo	United Kingdom	2194903	12 & 37	
QED QUALITY EXHAUST DISTRIBUTORS & Device	United Kingdom	2326793	7 and 39	
STRIPES DEVICE	United Kingdom	1164029	11	
STRIPES DEVICE	United Kingdom	1164031	7 9 11 12 17	
STRIPES DEVICE	United Kingdom	1164028	9	
STRIPES DEVICE	United Kingdom	1164030	12	
TASKMASTER	United Kingdom	1177113	3 6 7 8 9 11 12 17 18 20 21	
VINDEC	United Kingdom	257672	11	

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VINDEC	United Kingdom	257673	12	
VINDEC	United Kingdom	2577884	9 & 12	
VINDEC (logo)	United Kingdom	PENDING*		
EXPRESS FACTOR	United Kingdom	1484519	12	
EXPRESS FACTOR	United Kingdom	1484521	12, 16 & 25	
EXPRESS FACTOR	United Kingdom	1484520	16	
EXPRESS FACTORS	United Kingdom	2525568	35 and 39	
EXPRESS FACTORS	United Kingdom	2525081	12, 16 & 25	
EXPRESS FACTORS Logo	United Kingdom	2525569	12, 16, 25, 35 & 39	

PART TWO
UNREGISTERED TRADE MARKS

- 1 MEGA WISEBUYS Logo



2. TRUCK WISEBUYS



3. GARAGE CLUB Logo



4. PARTNER Logo



5. CHOICES Logo



- 6 VINDEC Logo (UK Trade Mark Application filed 27 September 2011, Application Number awaited)* Appears in both Schedule One and Two as currently unregistered. _____



PART THREE
DOMAIN NAMES

- 1 Live www.kis-unipart.co.uk Registrant Unipart Automotive Ltd (renewal date 04Aug2013)
- 2 Live www.kis1-unipart.co.uk Registrant Unipart Automotive Limited (renewal date 19Aug2012)
- 3 Live www.kis2-unipart.co.uk Registrant Unipart Automotive Limited (renewal date 19Aug2012)
- 4 Live www.kis3-unipart.co.uk Registrant Unipart Automotive Limited (renewal date 19Aug2012)
- 5 Live www.unipartautomotive.co.uk Registrant Unipart Automotive Ltd (renewal date 22Feb2012)
- 6 Live www.unipartautomotive.com Registrant Unipart Group Limited (expiration date 10May2012)
- 7 Live www.uccc-merchandise.co.uk Registrant Partco Limited (renewal date 23Jun2013)
- 8 Live www.uccc.co.uk Registrant Unipart Group Limited (renewal date 04Nov2011)
- 9 Live www.ucccmembers.co.uk Registrant Unipart Automotive Ltd (renewal date 02Nov2011)
- 10 Live www.express-distribution.co.uk Registrant Unipart Group of Companies (renewal date 07Oct2012)
- 11 Live www.expressfactors.co.uk Registrant Unipart Group Limited (renewal date 04Nov2011)
- 12 Live www.garageequipmentservices.co.uk Registrant Partco Group PLC (renewal date 07Apr2012)
- 13 Live www.ges.eu.com Registrant Ms Alison Proctor, Partco Limited (expiration date 28Jun2013)
- 14 Live www.kisubs.co.uk Registrant Unipart Automotive Ltd (renewal date 06Jul2013)
- 15 Live www.partsforanycar.co.uk Registrant Unipart Automotive (renewal date 12Jul2013)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7738696
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 1 OCTOBER 2011 AND CREATED BY WATER NEWCO
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO VENTURE FINANCE
PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 6
OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 OCTOBER
2011

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES