



Registration of a Charge

Company Name: **AGGREKO UK LIMITED**

Company Number: **SC051093**



XBXEB11U

Received for filing in Electronic Format on the: **15/02/2023**

Details of Charge

Date of creation: **10/02/2023**

Charge code: **SC05 1093 0005**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT**

Brief description:

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 51093

Charge code: SC05 1093 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 10th February 2023 and created by AGGREKO UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2023 .

Given at Companies House, Edinburgh on 15th February 2023

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATE: 10 February 2023

SECOND SUPPLEMENTAL FLOATING CHARGE

Between

AGGREKO UK LIMITED
(as Charging Company)

and

GLAS TRUST CORPORATION LIMITED
(as the Security Agent)

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THIS CHARGE is delivered on the 10th day of February 2023 and made
BETWEEN:

- (1) **AGGREKO UK LIMITED**, registered in Scotland with company number No. SC051093, whose registered office is situated at Lomondgate, Stirling Road, Dumbarton, Scotland, G82 3RG (the “**Charging Company**”); and
- (2) **GLAS TRUST CORPORATION LIMITED** as security agent for and on behalf of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the “**Security Agent**” which expression shall include any person for the time being appointed as Security Agent or as an additional Security Agent for the purpose of and in accordance with the Intercreditor Agreement).

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Charge:

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in London, New York and Luxembourg;

“**Charged Property**” means all the assets and undertaking of the Charging Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Charge;

“**Enforcement Event**” means:

- (a) a Senior Acceleration Event;
- (b) to the extent that the Parent and the Charging Company have, in a written notice to the Security Agent (delivered whilst no Enforcement Event is continuing), expressly specified a Permitted Second Lien Financing Agreement as a Secured Debt Document for the purposes of this Charge, a Permitted Second Lien Financing Acceleration Event in respect of that Permitted Second Lien Financing Agreement;
- (c) to the extent that the Parent and the Charging Company have, in a written notice to the Security Agent (delivered whilst no Enforcement Event is continuing), expressly specified a Permitted Senior Financing Agreement as a Secured Debt Document for the purposes of this Charge, a Permitted Senior Financing Acceleration Event in respect of that Permitted Senior Financing Agreement;
- (d) to the extent that the Parent and the Charging Company have, in a written notice to the Security Agent (delivered whilst no Enforcement Event is continuing), expressly specified a Senior Notes Indenture as a Secured Debt Document for the purposes of this Charge, a Senior Notes Acceleration Event in respect of that Senior Notes Indenture;
- (e) to the extent that the Parent and the Charging Company have, in a written notice to the Security Agent (delivered whilst no Enforcement Event is continuing), expressly specified a Senior Parent Notes Indenture as a Secured Debt Document for the purposes of this Charge, a Senior Parent Notes Acceleration Event in respect of that Senior Parent Notes Indenture; and/or
- (f) to the extent that the Parent and the Charging Company have, in a written notice to the Security Agent (delivered whilst no Enforcement Event is continuing), expressly specified a Permitted Parent Financing Agreement as a Secured Debt Document for the purposes of

this Charge, a Permitted Parent Financing Acceleration Event in respect of that Permitted Parent Financing Agreement;

“Existing Floating Charge” means the Scots law floating charge dated 17 September 2021 entered into between the Charging Company and the Security Agent;

“Intercreditor Agreement” means the intercreditor agreement dated 31 July 2021 between, amongst others, Albion Holdco Limited as Parent, the Original Charging Companies as Debtors and Intra-Group Lenders, GLAS Trust Corporation Limited as Security Agent and the financial institutions referred to therein as the Revolving Lenders, the Senior Term Agent on behalf of the Senior Term Lenders, the Permitted Senior Financing Creditors and the Permitted Parent Financing Creditors;

“Receiver” means a receiver or administrative receiver in each case appointed under this Charge;

“Secured Obligations” has the meaning given to that term in the Intercreditor Agreement (and includes, for the avoidance of doubt, any Liabilities to a Secured Party pursuant to any Debt Document that is designated an applicable Debt Document by the Parent in accordance with the provisions of the Intercreditor Agreement) provided that the Security constituted by this Charge shall not extend to or include any liability or sum which would, but for this proviso, cause such Security to be unlawful or prohibited by any applicable law;

“Secured Party” has the meaning given to that term in the Intercreditor Agreement;

“Security” means a mortgage, standard security, charge, pledge, assignation in security, lien or other security interest securing any obligation of any person, a mandate to create a mortgage or a pledge over business assets or any other agreement or arrangement having a similar effect; and

“Supplemental Floating Charge” means the Scots law floating charge dated 22 October 2021 entered into between the Charging Company and the Security Agent.

Construction

1.2 Any reference in this Charge to:

- 1.2.1 terms defined in or whose interpretation or construction is provided for in the Intercreditor Agreement (including by way of reference to terms defined in or whose interpretation or construction is provided for in any other Secured Debt Document) shall have the same meaning when used in this Charge unless separately defined or interpreted in this Charge;
- 1.2.2 any reference to the **“Security Agent”**, the **“Charging Company”**, or the **“Secured Parties”** shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees of their respective interests;
- 1.2.3 references in this Charge to any Clause shall be to a clause contained in this Charge;
- 1.2.4 a reference to this Charge and any other Secured Debt Document or any other agreement is a reference to that document or agreement as amended or novated (however fundamentally) and includes any increase in, extension or substitution of or change to any facility or, as applicable, any financing or any other financial accommodation made available under any such document or agreement;
- 1.2.5 unless expressly indicated to the contrary, to the extent that any obligation of the Charging Company under the Existing Floating Charge or the Supplemental Floating Charge is satisfied or waived (as applicable), any corresponding obligation of the

Charging Company this Charge shall be deemed to be satisfied or waived, as the case may be;

- 1.2.6 any reference in this Charge to the Security being granted by way of a “first floating charge” shall be interpreted and construed so that that term is subject to the Security created under or pursuant to the Existing Floating Charge and/or the Supplemental Floating Charge (without prejudice to the fact that all monies received or recovered by the Security Agent or any Receiver pursuant to this Charge, the Existing Floating Charge and/or the Supplemental Floating Charge shall be applied in accordance with provisions of the Intercreditor Agreement); and
- 1.2.7 the Security Agent acknowledges and confirms that the creation of any Security pursuant to (and the compliance by the Charging Company with the terms of) this Charge does not and will not constitute a breach of any representation, warranty or undertaking in the Existing Floating Charge, the Supplemental Floating Charge or any other Secured Debt Document.

1.3 Clause and schedule headings are for ease of reference only.

1.4 Any reference in this Charge to “**this Charge**” shall be deemed to be a reference to this Charge as a whole and not limited to the particular clause, schedule or provision in which the relevant reference appears and to this Charge as amended, novated, assigned, supplemented, extended, substituted or restated from time to time.

1.5 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.

1.6 Where any provision of this Charge is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.

Date of Delivery

1.7 This Charge is intended to take effect after its execution by the Charging Company from the date of delivery of this Charge as evidenced by the date inserted at the start of this Charge.

Third Party Rights

1.8 A person who is not a party to this Charge has no right under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or to enjoy the benefit of any term of this Charge.

Permitted Transactions

1.9 The terms of this Charge shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Debt Financing Agreements and the Security Agent is authorised under the Intercreditor Agreement to promptly enter into such documentation and/or take such other action as is required by the Charging Company (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of the Charging Company pursuant to this Clause 1.9 shall be for the account of the Charging Company, subject to clause 22 (*Costs and Expenses*) of the Revolving Facilities Agreement (or the equivalent provisions of any other applicable Debt Financing Agreement).

Obligations secured by this Charge

1.10 By entering into this Charge, the Charging Company expressly confirms and agrees that:

1.10.1 the Security created or intended to be created by it under or evidenced by this Charge is intended as security for the payment and discharge of all of its Secured Obligations and without any need or requirement for any amendment or supplement to this Charge at any time after the date of this Charge notwithstanding any change in or to the Secured Obligations from time to time after such date;

1.10.2 its Secured Obligations are intended to extend to and to cover (without limitation):

(a) all its obligations (whether present or future, actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Charging Company or some other person) arising from time to time under any Secured Debt Document and/or owing to any Secured Party (in each case) falling within the definition of Secured Obligations from time to time (whether or not the Charging Company or, as the case may be, such other person is party to such Secured Debt Document as at the date of this Charge or becomes party to such Secured Debt Document at any time thereafter and notwithstanding that any such obligations are not identified and/or the terms of those obligations not recorded as at the date of this Charge (including, without limitation, as a result of the fact of such Secured Debt Document not then existing) and notwithstanding that those obligations may differ fundamentally from all or any of, may be more onerous to the Charging Company than all or any of, may be or give rise to new and/or additional obligations upon the Charging Company over and above all or any of the then obligations of the Charging Company and notwithstanding that such obligations may increase the likelihood that the Security created or intended to be created under or evidenced by this Charge will be enforced); and

(b) any increase in, extension or substitution of or change to any of its obligations referred to in paragraph (a) above (however fundamentally) (including, without limitation, by way of any amendment (however fundamental), novation, termination, replacement, supplement of the Intercreditor Agreement and/or any other Secured Debt Document or, as the case may be, Secured Debt Documents or the designation (whether or not such designation is made by the Charging Company, Parent or any other Debtor) of a document or documents as a Secured Debt Document or, as the case may be, Secured Debt Documents falling within the definition of Secured Obligations or of a creditor or other person as a Secured Party falling within the definition of Secured Obligations and whether or not such document, creditor or person is or such documents are designated directly as a Secured Debt Document or, as the case may be, Secured Debt Documents or, as applicable, a Secured Party or are designated indirectly by way of being designated as a document or documents of a type or class which type or class falls within the then current definition of Secured Debt Documents in the Intercreditor Agreement or, as applicable, by way of being designated as a creditor or person of a type or class which type or class falls within the then current definition of Secured Party in the Intercreditor Agreement and whether or not any such designation

is made pursuant to the Intercreditor Agreement or pursuant to any other Secured Debt Document (including any of any such type or class)); and

- 1.10.3 the Security created or intended to be created under or evidenced by this Charge is intended as security for the payment and discharge of its Secured Obligations notwithstanding any change of the Security Agent and/or any change of the Secured Parties from time to time (including, without limitation, a change to all or substantially all of the Secured Parties) and/or any amendment (however fundamental), novation, termination, replacement, supplement of the Intercreditor Agreement (including, without limitation, the terms upon which the Security Agent holds the Security created or intended to be created under or evidenced by this Charge) and/or any other Secured Debt Document.

2. COVENANT TO PAY

- 2.1 The Charging Company covenants with the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) that it shall on demand of the Security Agent discharge each of the Secured Obligations on their due date in accordance with their respective terms (or, if they do not specify a time for payment, immediately on demand by the Security Agent).

3. FLOATING CHARGE

Creation of Floating Charge

- 3.1 The Charging Company, as security for the payment and discharge of the Secured Obligations, hereby grants in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations by way of first floating charge all of its present and future assets and undertaking.

Qualifying Floating Charge

- 3.2 The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to clause 3.1 (*Creation of Floating Charge*).

4. NEGATIVE PLEDGE

- 4.1 The Charging Company shall not create or permit to subsist any Security over any Charged Property, other than any Security which is not expressly prohibited by the Debt Financing Agreements.

5. ENFORCEMENT OF SECURITY

When Security becomes Enforceable

- 5.1 At any time whilst an Enforcement Event is continuing the Security created by or pursuant to this Charge is immediately enforceable and the Security Agent may, without notice to the Charging Company or prior authorisation from any court, in its absolute discretion enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property.

Right of Appropriation

- 5.2 To the extent that any of the Charged Property constitutes "financial collateral" and this Charge 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 at any time whilst an Enforcement Event is continuing have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. 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 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 (acting reasonably) by reference to a public index or by such other process as the Security Agent may reasonably select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Charge shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

Effect of Moratorium

- 5.3 The Security Agent shall not be entitled to exercise its rights under Clause 5.1 (*When Security becomes Enforceable*) where the right arises as a result of an Enforcement Event occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

6. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

Appointment

- 6.1 Whilst an Enforcement Event is continuing or if requested in writing by the Charging Company to do so, the Security Agent may (acting through an authorised officer of the Security Agent), without prior notice to any Charging Company:
- 6.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
 - 6.1.2 appoint two or more Receivers of separate parts of the Charged Property;
 - 6.1.3 remove (so far as it is lawfully able) any Receiver so appointed;
 - 6.1.4 appoint another person(s) as an additional or replacement Receiver(s); or
 - 6.1.5 appoint one or more persons to be an administrator of that Charging Company.

Statutory Powers of Appointment

- 6.2 The powers of appointment of a Receiver conferred by this Charge shall be in addition to all statutory and other powers of appointment of the Security Agent under applicable law and such powers shall be and remain exercisable from time to time by the Security Agent in respect of any part the Charged Property.

Capacity of Receiver

- 6.3 Each person appointed to be a Receiver pursuant to Clause 6.1 (*Appointment*) shall be:
- 6.3.1 entitled to act individually or together with any other person appointed or substituted as Receiver;
 - 6.3.2 for all purposes shall be deemed to be the agent of the relevant Charging Companies which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and

- 6.3.3 entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (subject to section 58 of the Insolvency Act 1986).

7. POWERS OF RECEIVER

General

- 7.1 Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Charging Company) have and be entitled to exercise, in relation to the Charged Property (and any assets of the Charging Company which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Charge (in the name of or on behalf of the Charging Company or in his own name and, in each case, at the cost of that Charging Company):
- 7.1.1 all the powers of a receiver under Schedule 2 of the Insolvency Act 1986 and all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
 - 7.1.2 all the powers and rights of an absolute owner and power to do or omit to do anything which the Charging Company itself could do or omit to do; and
 - 7.1.3 the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Charging Company) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (c) bringing to his hands any assets of the Charging Company forming part of, or which when got in would be, Charged Property.

8. DISCRETIONS AND DELEGATION

Discretion

- 8.1 Any liberty or power which may be exercised or any determination which may be made under this Charge by the Security Agent or any Receiver may, subject to the terms and conditions of the Intercreditor Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 8.2 Subject to the terms of the Intercreditor Agreement, each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Charge (including the power of attorney) on such terms and conditions as it (acting reasonably) shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself. The Security Agent shall not be responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate.

9. POWER OF ATTORNEY

Appointment and Powers

- 9.1 The Charging Company hereby irrevocably and unconditionally appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to

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

- 9.1.1 carrying out any obligation imposed on the Charging Company by this Charge (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and
- 9.1.2 enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Charge or by law (including, whilst an Enforcement Event is continuing, the exercise of any right of a legal or beneficial owner of the Charged Property),
- 9.1.3 provided that neither the Security Agent nor any Receiver may exercise (or purport to exercise) any such powers, rights or authorities unless an Enforcement Event is continuing or after failure by the Charging Company to comply with a further assurance or perfection obligation under this Charge, within 10 Business Days of being notified of such failure and being requested to comply.

Ratification

- 9.2 The Charging Company shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers, in each case except to the extent the attorney in its name is acting negligently, or acts with wilful misconduct or with wilful default.

10. PROTECTION OF PURCHASERS

Consideration

- 10.1 The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

Protection of Third Parties

- 10.2 No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings.

11. APPLICATION OF MONIES

- 11.1 All monies received or recovered by the Security Agent or any Receiver pursuant to this Charge or the powers conferred by it shall be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by the Charging Company) in accordance with the terms and conditions of the Intercreditor Agreement.

12. NO LIABILITY

- 12.1 None of the Security Agent, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Charge or (b) any neglect or default in connection with the Charged

Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of negligence, wilful misconduct or wilful default upon its part.

13. SET-OFF

- 13.1 The Charging Company authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), whilst an Enforcement Event is continuing, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to that Charging Company and apply any credit balance to which that Charging Company is entitled on any account with the Security Agent in accordance with Clause 11 (Application of Monies) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

14. SUBSEQUENT SECURITY INTERESTS

- 14.1 If the Security Agent (acting in its capacity as Security Agent or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Charge or any other Secured Debt Document, all payments thereafter by or on behalf of the Charging Company to the Security Agent (whether in its capacity as Security Agent or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the Charging Company and not as having been applied in reduction of the Secured Obligations as at the time when the Security Agent received such notice.

15. EFFECTIVENESS OF SECURITY

Continuing Security

- 15.1 The Security created by or pursuant to this Charge shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent.
- 15.2 No part of the Security from time to time intended to be constituted by the Charge will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

Cumulative Rights

- 15.3 The Security created by or pursuant to this Charge and the Collateral Rights shall be cumulative, in addition to and independent of every other Security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Agent (whether in its capacity as Security Agent or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the Security constituted by this Charge.

No Prejudice

- 15.4 The Security created by or pursuant to this Charge and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Charging Company or any other person, or the Security Agent (whether in its capacity as Security Agent or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right.

Remedies and Waivers

- 15.5 No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

Immediate Recourse

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

Deferral of Rights

- 15.7 Until such time as the Secured Obligations have been discharged in full, the Charging Company will not exercise any rights which it may have by reason of performance by it of its obligations under this Charge:

- 15.7.1 to be indemnified by any Obligor;
- 15.7.2 to claim any contribution from any guarantor of any Obligor's obligations under this Charge; and/or
- 15.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Secured Debt Documents or of any other guarantee or Security taken pursuant to, or in connection with, this Charge by any Secured Party.

Release of Security

- 15.8 If the sale, transfer or other disposal of any Charged Property is not expressly prohibited by the Debt Financing Agreements and the Intercreditor Agreement and the Charging Company has provided written confirmation to the Security Agent that the release of security over such Charged Property is not prohibited by the terms of the Debt Financing Agreements and the Intercreditor Agreement, such Charged Property shall be automatically released from the security created by this Charge and retrocessed to the Charging Company unless an Enforcement Event has occurred and is continuing at the time of such sale, transfer or other disposal. If requested by (and at the cost of) the Charging Company, and subject to the Charging Company providing written confirmation to the Security Agent that the release of security over such Charged Property is a disposal not prohibited by the terms of the Debt Financing Agreements and the Intercreditor Agreement, the Security Agent shall take such further action as is necessary to effect the release of security, the retrocession of the Charged Property and to provide written confirmation to the Charging Company of such release and retrocession.

16. PARTIAL INVALIDITY

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

17. NOTICES

Communications in writing

- 17.1 Each communication to be made under or in connection with this Charge shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

Addresses

- 17.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Charging Company and the Security Agent for any communication or document to be made or delivered under or in connection with the Charge is that identified with its name in the signature pages below.

Delivery

- 17.3 Any communication or document made or delivered by one person to another under or in connection with this Charge will only be effective:

17.3.1 if by way of fax, when received in legible form;

17.3.2 if by way of email, when received; or

17.3.3 if by way of letter, when it has been left at the relevant address,

and, if a particular department or officer is specified as part of its address details, if addressed to that department or officer.

- 17.4 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer specified by the Security Agent for such purpose.

English language

- 17.5 Any notice given under or in connection with this Charge must be in English.

- 17.6 All other documents provided under or in connection with this Charge must be:

17.6.1 in English; or

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

18. CONSENT TO REGISTRATION

- 18.1 The Charging Company consents to the registration of this Charge above for preservation.

19. COUNTERPARTS

- 19.1 Where executed in counterparts:

19.1.1 this Charge shall not take effect until all of the counterparts have been delivered;

19.1.2 delivery will take place when the date of delivery is agreed between the parties after execution of this Charge as evidenced by the date inserted at the start of this Charge.

- 19.2 Where not executed in counterparts this Charge shall take effect after its execution upon the date agreed between the parties as evidenced by the date inserted at the start of this Charge.

20. ASSIGNATION

- 20.1 To the extent permitted by the terms of the Intercreditor Agreement, the Security Agent may assign and transfer all or any of its rights and obligations under this Charge. Subject to the confidentiality undertakings set out in the Secured Debt Documents, the Security Agent shall be entitled to disclose such information concerning the Charging Company and this Charge as the Security Agent (acting reasonably) considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

21. GOVERNING LAW

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

22. ENFORCEMENT

Jurisdiction

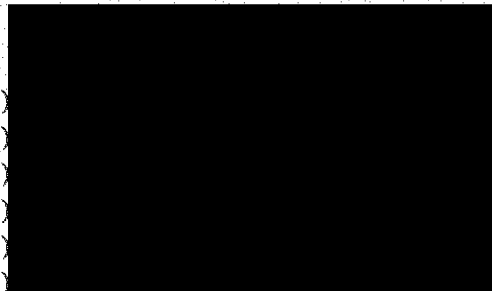
- 22.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Charge (including a dispute regarding the existence, validity or termination of this Charge or any non-contractual obligations arising out of or in connection with this Charge) (a “Dispute”).
- 22.2 The parties to this Charge agree that the courts of Scotland are the most appropriate and convenient forum to settle Disputes between them and accordingly, that they will not argue to the contrary.

22.3 Clauses 22.1 and 22.2 above are for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with competent jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Charge consisting of this and the preceding 12 pages is subscribed as follows:

THE CHARGING COMPANY

SUBSCRIBED for and on behalf of
AGGREKO UK LIMITED
on being signed by **JAMES O'MALLEY**
in the presence of:



Name of witness:

CLAIRE MOFFAT

Signature:



Address:



Occupation:

EXECUTIVE ASSISTANT

All together at **48 OOVER ST, LONDON**

On the **30TH** day of **JANUARY** 2023

(date of signature)

Address: Lomondgate, Stirling Road, Dumbarton, Scotland, G82 3RG

Email:



Attention: Group Treasurer

THE SECURITY AGENT

SUBSCRIBED for and on behalf of)
GLAS TRUST CORPORATION LIMITED)
on being signed by *Gilda Casa*)
in the presence of:)
)
)



Name of witness: *TATSUASA SHINODA*

Signature:



Address:



Occupation:

TRANSACTION MANAGER

All together at

LONDON

On the *25th* day of *January* 2023
(date of signature)

Address: 55 Ludgate Hill, London EC4M 7JW, United Kingdom

Telephone:



Email:

