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CHFP025

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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[2101]

00481833

Name of company

* VP Plc ("**Company**")

Date of creation of the charge

30 September 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Composite guarantee and debenture ("**Guarantee and Debenture**") made on 30 September 2008 between (1) the companies named in the Guarantee and Debenture as Charging Companies (including the Company) (as defined below) and (2) The Royal Bank of Scotland plc as Security Trustee ("**Security Trustee**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company to the Security Trustee and/or other Finance Parties (as defined below) (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Guarantee and Debenture), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Guarantee and Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Secured Obligations**").

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc, Syndicated Loans Agency, Level 5,
135 Bishopsgate, London
(For the attention of Tony Bennett)

Postcode EC2M 3UR

Presenter's name address and
reference (if any)

DLA Piper UK LLP
Princes Exchange
Princes Square
LEEDS
LS1 4BY

Ref PHK 86677/120942/21228926

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



A09 08/10/2008 397

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 The Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:
- (a) by way of first legal mortgage
- (1) the Property (if any) specified in part 1 of schedule 3 (Details of Security Assets), and
- (11) all other Property (if any) at the date of the Guarantee and Debenture vested in, or charged to, the Company (not charged by clause 5 1(a)(1) of the Guarantee and Debenture (described at paragraph 1(a)(1) above),

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N11

Signed DIA Bpfa UK LP

Date 07/10/2015

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

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*insert full name
of Company

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Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(b) by way of first fixed charge:

(1) all other Property and all interests in Property (not charged by clause 5.1(a) of the Guarantee and Debenture (described at paragraph 1(a) (1) above)), and

(11) all licences to enter upon or use land and the benefit of all other agreements relating to land,

(111) the proceeds of sale of all Property,

(c) by way of first fixed charge all plant and machinery (not charged by clause 5 1 (a) or 5 1(b) of the Guarantee and Debenture (described at paragraph 1(a) and 1 (b) above)) and the benefit of all contracts, licences and warranties relating to the same,

(d) by way of first fixed charge

(1) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c) of the Guarantee and Debenture (described at paragraph 1 (c) above)); and

(11) the benefit of all contracts, licences and warranties relating to the same,

(e) by way of

(1) first fixed charge the Charged Securities (as defined below) referred to in part 2 of schedule 3 (Details of Security Assets) of the Guarantee and Debenture,

(11) first fixed charge all other Charged Securities (not charged by clause 5.1 (e) (1) of the Guarantee and Debenture (described at paragraph 1(e) (1)

Name of company

*insert full name
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* VP Plc ("Company")

above)),

in each case, together with (1) all Related Rights (as defined below) from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments (as defined below),

(f) by way of first fixed charge

(1) the Intellectual Property (as defined below) (if any) specified in part 3 of schedule 3 (*Details of Security Assets*) of the Guarantee and Debenture; and

(11) all other Intellectual Property (if any) (not charged by clause 5.1(f)(1) of the Guarantee and Debenture (described in paragraph 1(f)(11) above)),

(g) to the extent that any Assigned Asset (as defined below) is not effectively assigned under clause 5.2 (*Security assignments*) of the Guarantee and Debenture, by way of first fixed charge, such Assigned Asset,

(h) by way of first fixed charge (to the extent not otherwise charged or assigned in the Guarantee and Debenture)

(1) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and

(11) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

(1) by way of first fixed charge all of the goodwill and uncalled capital of the Company.

2 The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

(a) the Relevant Contracts (as defined below), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;

(b) the Insurances (as defined below), all claims under the Insurances and all proceeds of the Insurances, and

(c) the Security Accounts (as defined below) and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing, and

(d) all other Receivables (as defined below) (not assigned under clause 5.2(a), 5.2(b) or 5.2(c) of the Guarantee and Debenture (described at paragraph 2(a), (b) and (c) above))

To the extent that any Assigned Asset described in clause 5.2(b) of the Guarantee and Debenture (described at paragraph 2(b) above) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances.

3 The Company charges and agrees to charge by way of first floating charge all of its present and future

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- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (*Fixed charges*) (described at paragraph 1 above), clause 5 2 (*Security assignments*) (described at paragraph 2 above) or any other provision of the Guarantee and Debenture; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

Note 1

The Guarantee and Debenture contains the following restrictive covenants

The Company shall not do or agree to do any of the following without the prior written consent of the Security Trustee:

- (a) create or permit to subsist any Security Interest (as defined below) on any Security Asset (as defined below) except a Permitted Security Interest (as defined below),
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a Permitted Disposal (as defined below).

Note 2

The Guarantee and Debenture contains the power to appoint a Receiver (as defined below)

Note 3

The Guarantee and Debenture contains a power of attorney in favour of the Security Trustee, each Receiver and any Delegate (as defined below)

Definitions

Terms used in this Companies House Form 395 have the meanings set out below:

"Accession Letter" means a document substantially in the form set out in schedule 6 (*Form of Accession Letter*) of the Facilities Agreement

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 25 (*Changes to the Obligors*) of the Facilities Agreement

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with clause 25 (*Changes to the Obligors*) of the Facilities Agreement

"Agent" means The Royal Bank of Scotland plc as agent of the other Finance Parties

"Arranger" means Barclays Bank PLC and The Royal Bank of Scotland plc as mandated lead arrangers (whether acting individually or together)

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5 2 (*Security assignments*) of the Guarantee and Debenture.

"Bilateral Facility Documents" means the documents evidencing or issued pursuant to overdraft, bond and/or ancillary facilities made available by The Royal Bank of Scotland plc (as agent for National Westminster Bank plc) (as lender) and the Company and other members of the Group (as borrower) and any overdraft, bond and/or ancillary facilities made available by Barclays Bank PLC (as lender) and the Company and other members of the Group (as borrower), in existence at (or entered into after) 4 November 2005, in each case as each

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is varied, amended, supplemented and/or replaced or such facilities are added to from time to time

"Bilateral Lender" means Barclays Bank PLC and/or The Royal Bank of Scotland plc (as agent for National Westminster Bank plc), each as a lender under the Bilateral Facility Documents and each such lender as may accede to the Intercreditor Deed as a Bilateral lender from time to time

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 25 (*Changes to the Obligors*) of the Facilities Agreement.

"Cash Equivalent Investments" means UK government gilts and UK certificates of deposit rated at least A1 by S&P or Fitch or P1 by Moody's (or other instruments approved by the Agent acting on the instructions of the Majority Lenders), in each case with a maturity not exceeding six months, to which any member of the Group is beneficially entitled at that time and which are not subject to any Security other than custodian's liens.

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities

"Charged Securities" means

- (a) the securities specified in part 2 of schedule 3 (*Details of Security Assets*) of the Guarantee and Debenture being
 - (i) one ordinary share of £1 in Hire Station Limited;
 - (ii) 50 ordinary shares of £1 each in Torrent Trackside Limited,
 - (iii) 10,000,000 ordinary shares of £0.0001 each in TPA Portable Roadways Limited,
 - (iv) all issued shares in Stopper Specialist Limited,
 - (v) all issued shares in Trench Shore Limited,
 - (vi) all issued shares in Vibroplant Trustees Limited;
 - (vii) all issued shares in UK Training Limited,
 - (viii) 450,000 ordinary shares of £1 each in Vibrobet Limited,
 - (ix) all issued shares in Vibroplant Investments Limited, and
 - (x) all issued shares in Airpac Oilfield Services Pte Ltd;
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company, held by a nominee on its behalf or in which the Company has an interest at any time.

"Charging Companies" means the Initial Charging Companies and any other company which accedes to the Guarantee and Debenture pursuant to a Security Accession Deed.

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver

"Existing Security" means that Security listed in schedule 9 (*Existing Security*) of the

Name of company

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Facilities Agreement.

"Facilities Agreement" means the multicurrency revolving facilities agreement dated 4 November 2005 and made between (1) the Company, (2) the companies listed in part 1 of schedule 1 thereto as Original Borrowers, (3) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (4) Barclays Bank PLC and The Royal Bank of Scotland plc as Arranger, (5) the banks and financial institutions listed in part 2 of schedule 1 thereto as Original Lenders and (6) The Royal Bank of Scotland plc as Agent, (as amended and restated from time to time including on 3 November 2006, 18 December 2007 and on or around the date of the Guarantee and Debenture), pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers

"Facility A" means the revolving loan facility made available under the Facilities Agreement as described in clause 2 of the Facilities Agreement

"Facility D" means the revolving loan facility made available under the Facilities Agreement as described in clause 2 of the Facilities Agreement

"Fee Letter" means any letter or letters dated on or about 4 November 2005 between the Arranger and the Company (or the Agent and the Company) setting out any of the fees referred to in clause 12 (*Fees*) of the Facilities Agreement

"Finance Document" means the Facilities Agreement, the Second Amendment and Restatement Agreement, the Third Amendment and Reinstatement Agreement, the Bilateral Facility Documents, the Security Documents, the First Amendment and Restatement Agreement, the Intercreditor Deed, the Intercreditor Amendment Deed, any Fee Letter, any Accession Letter, any Resignation Letter, any Hedging Documents, any document supplemental or additional to any of the foregoing and any other document designated as such by the Agent and the Company

"Finance Party" means the Agent, the Arranger, a Lender, the Hedging Counterparties, the Security Trustee or a Bilateral Lender.

"First Amendment and Restatement Agreement" means the first amendment letter to the Facilities Agreement dated 3 November 2006 and entered into by inter alia (1) the Agent, (2) the Lenders, (3) the Company and (4) the Original Guarantors

"First Debenture" means the composite debenture entered into on 4 November 2005 by the Original Obligors in favour of, and in form and substance satisfactory to, the Security Trustee

"Group" means the Company and its Subsidiaries for the time being

"Group Companies" means the Company and each of its Subsidiaries from time to time

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 25 (*Changes to the Obligors*)

"Hedging Counterparties" means each provider of hedging arrangements to the Group pursuant to the Hedging Documents

"Hedging Documents" means any documents in the form approved by the Agent from time to time evidencing hedging arrangements put in place by the Group in respect of liabilities under the Facilities Agreement

"Intercreditor Deed" means the intercreditor deed dated on or about the 4 November 2005 and made, inter alia, between the Lenders and the Company (as amended by the Intercreditor Amendment Deed).

"Initial Charging Companies" means the Company, Hire Station Limited and Torrent Trackside

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Limited.

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Company or in which the Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 5 of schedule 3 (*Details of Security Assets*) of the Guarantee and Debenture

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, moral rights, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 3 (*Details of Security Assets*) of the Guarantee and Debenture).

"Intercreditor Amendment Deed" means the amendment deed to the Intercreditor Deed dated 18 December 2007

"Lender" means

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 24 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement

"Loan" means a Facility A Loan, a Facility D Loan or a Revolving Credit Facility Loan

"Majority Lenders" means:

- (a) at all times when there are only two Lenders, both Lenders; and
- (b) at all times when there are more than two Lenders, then
 - (1) until the Total Commitments have been reduced to zero, a Lender or Lenders whose Commitments aggregate more than $66\frac{2}{3}$ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero and there are no Loans then outstanding, aggregated more than $66\frac{2}{3}$ per cent of the Total Commitments immediately prior to the reduction), or
 - (11) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than $66\frac{2}{3}$ per cent of all the Loans then outstanding

"Obligor" means a Borrower or a Guarantor

"Original Borrowers" means the subsidiaries of the Company listed in schedule 1 (*The Original Parties*) of the Facilities Agreement as original borrowers (together with the Company)

"Original Guarantors" means the subsidiaries of the Company listed in schedule 1 (*The Original Parties*) of the Facilities Agreement as original guarantors (together with the Company)

"Original Lenders" means the financial institutions listed in part 2 of schedule 1 (*The*

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Original Parties) of the Facilities Agreement as lenders.

"Party" means a party to the Facilities Agreement

"Permitted Disposal" means any sale, lease, licence, transfer or other disposal:

- (a) of trading stock (including without limitation rental fleet) or cash made by any member of the Group in the ordinary course of trading and on arms length terms,
- (b) of any asset by any Obligor to another Obligor (**"Acquiring Company"**) where the Acquiring Company is a party to the Guarantee and Debenture or has entered into a Security Accession Deed,
- (c) of assets in exchange for other assets comparable or superior as to type, value and quality within six months of the relevant sale, lease, licence, transfer or disposal,
- (d) of obsolete or redundant vehicles, plant and equipment for cash on arms length terms,
- (e) of Cash Equivalent Investments of a member of the Group for cash or in exchange for other Cash Equivalent Investments;
- (f) constituted by a licence of intellectual property rights, provided that the provisions of clause 22.12.7 of the Facilities Agreement are complied with;
- (g) permitted pursuant to clause 22.14 (*Operating leases*) of the Facilities Agreement, or
- (h) where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, sale and leaseback, transfer or other disposal made by any member of the Group, other than any permitted under paragraphs (a) to (g) inclusive above does not exceed £5,000,000 (or its equivalent in another currency or currencies) in any rolling 12 month period

"Permitted Security" means

- (a) the Existing Security, the rent deposit deed dated 26 November 2003 granted by Rapid Response (Barriers) Limited in favour of Riverside House Limited, the assignment and charge of sub-leasing agreements in favour of Barclays Mercantile Business Finance Limited by the Company and dated 22 March 1993, and any other Security granted at any time by any member of the Group to Barclays Bank plc or National Westminster Bank plc;
- (b) any lien arising by operation of law and in the ordinary course of trading;
- (c) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements with a Lender or a Bilateral Lender for the purpose of netting debit and credit balances of members of the Group (including without limitation any such arrangements under any facilities provided pursuant to the Bilateral Facility Documents from time to time),
- (d) any Security or Quasi Security over or affecting any asset acquired by a member of the Group after 4 November 2005 if.
 - (i) the Security or Quasi Security was not created in contemplation of the acquisition of that asset by that member of the Group,
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by the member of the Group, and
 - (iii) the Security or Quasi Security is removed or discharged within three months of

Name of company

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the date of acquisition of such asset,

- (e) any Security or Quasi Security over or affecting any asset of any company which becomes a member of the Group after 4 November 2005, where the Security is created prior to the date on which that company becomes a member of the Group; if
 - (1) the Security or Quasi Security was not created in contemplation of the acquisition of that company;
 - (11) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and
 - (111) the Security or Quasi Security is removed or discharged within three months of that company becoming a member of the Group,
- (f) any Security created by any retention of title or hire purchase arrangement or finance lease or arrangements having similar effect in respect of goods supplied to an Obligor in the ordinary course of trading and on the supplier's standard or usual terms, provided that, in relation to any hire purchase or finance lease arrangements, such arrangements are not restricted pursuant to the provisions of this agreement,
- (g) any Security or Quasi Security created by any operating lease permitted pursuant to clause 22.14 (Operating leases) of the Facilities Agreement,
- (h) any Security entered into pursuant to any Finance Documents.

"Permitted Security Interest" has the meaning given to the term "Permitted Security" in the Facilities Agreement

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future 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 specified in part 1 of schedule 3 (Details of Security Assets) of the Guarantee and Debenture), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof,
- (c) all proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect thereof

"Quasi Security" shall have the meaning given to such term in clause 22.3.2 of the Facilities Agreement.

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing.

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by

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* VP Plc ("Company")

the Security Trustee under the Guarantee and Debenture

"Related Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Relevant Contract" means each agreement specified in part 4 of schedule 3 (*Details of Security Assets*) of the Guarantee and Debenture together with each other agreement supplementing or amending or novating or replacing the same

"Resignation Letter" means a letter substantially in the form set out in schedule 7 (*Form of Resignation Letter*) of the Facilities Agreement

"Revolving Credit Facility" means the revolving credit facility made available under the Facilities Agreement as described in clause 2 of the Facilities Agreement

"Second Amendment and Restatement Agreement" means the second amendment and restatement agreement dated 18 December 2007 duly executed by each of the parties thereto

"Second Amendment Date" means 18 December 2007

"Second Debenture" means the composite guarantee and debenture dated 18 December 2007 by the Original Obligors in favour of, and in a form and substance satisfactory to, the Security Trustee.

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, hypothecation, preferential right or trust arrangement or other security interest securing any obligation of any person or any other agreement or arrangements having a similar effect.

"Security Accession Deed" means an accession deed substantially in the form set out in schedule 7 (*Form of Security Accession Deed*) of the Guarantee and Debenture

"Security Account" has the meaning given to that term in clause 12 4(a)(11) of the Guarantee and Debenture.

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Guarantee and Debenture

"Security Documents" means the First Debenture, Second Debenture, the Guarantee and Debenture, the guarantee incorporated within the Facilities Agreement, the Existing Security and all other Security, guarantees and indemnities at any time granted by any member of the Group in favour of the Security Trustee or any Lender or any Bilateral Lender, including any Security Accession Deed

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985.

"Third Amendment and Restatement Agreement" means the third amendment and restatement agreement dated 30 September 2008 duly executed by the parties thereto.

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"Third Amendment Date" means 30 September 2008

"Total Commitments" means the aggregate of the Total Facility A Commitments, the Total Facility D Commitments and the Total Revolving Credit Facility Commitments, being £70,000,000 at the Third Amendment Date

"Total Facility A Commitments" means the aggregate of the Facility A Commitments, being £35,000,000 at the date of the Facilities Agreement

"Total Facility D Commitments" means the aggregate of the Facility D Commitments being £15,000,000 at the Second Amendment Date

"Total Revolving Credit Facility Commitments" means the aggregate of the Revolving Credit Facility Commitments being £20,000,000 at the Third Amendment Date



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 481833
CHARGE NO. 30**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 30 SEPTEMBER 2008 AND CREATED BY VP
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO ROYAL BANK OF SCOTLAND PLC
THE SECURITY TRUSTEE AND/OR OTHER FINANCE PARTIES
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 8 OCTOBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 OCTOBER 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES