



Registration of a Charge

Company name: **DIVERSEY UK PRODUCTION LIMITED**

Company number: **01585827**



X4F04DPF

Received for Electronic Filing: **01/09/2015**

Details of Charge

Date of creation: **26/08/2015**

Charge code: **0158 5827 0008**

Persons entitled: **BANK OF AMERICA, N.A.**

Brief description: **PURSUANT TO CLAUSE 2 OF THE CHARGE, THE COMPANY CHARGED A PROPERTY WITH REGISTERED NUMBER DY221031. FOR FURTHER DETAIL, SEE THE SCHEDULE.**

Contains fixed charge(s).

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: **SHEARMAN & STERLING (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1585827

Charge code: 0158 5827 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th August 2015 and created by DIVERSEY UK PRODUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2015 .

Given at Companies House, Cardiff on 2nd September 2015

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**

(1) DIVERSEY UK PRODUCTION LIMITED

as the Charging Company

- and -

(2) BANK OF AMERICA, N.A.

as the Collateral Agent

LEGAL MORTGAGE

dated 26 August 2015

relating to the Properties listed in the Schedule

THIS LEGAL MORTGAGE dated 26 August 2015 is made as a deed

BETWEEN:

1. **DIVERSEY UK PRODUCTION LIMITED** (a company incorporated in England and Wales with registered number 01585827) (the "**Charging Company**");

AND

2. **BANK OF AMERICA, N.A.** as agent for the Secured Parties (the "**Agent**").

RECITALS:

- (A) The Charging Company is the registered proprietor of the Properties (as defined below).
- (B) The Charging Company enters into this Legal Mortgage in order to effect the charge by way of legal mortgage over the Properties in favour of the Agent.

NOW THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 **Definitions**

In this Legal Mortgage:

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any re-enactment, variation or modification of any of them and any orders, regulations or permissions made, issued or granted under or by virtue of the foregoing Acts or any of them;

"Properties" means the properties specified in the Schedule hereto and shall include:

- (a) the proceeds of sale of all or any part of such properties;
- (b) all rights, benefits, privileges, warranties, covenants, undertakings, easements, servitudes, appurtenances and licences relating to such properties;
- (c) all money received by or payable to the Charging Company in respect of such properties; and
- (d) all buildings, fixtures and fittings from time to time on such properties.

"Real Property" means freehold property, anywhere in the world which has a fair market value reasonably estimated by the Charging Company (and approved by the Agent) to be in excess of three million US Dollars (US\$3,000,000).

2. CHARGING PROVISIONS

The Charging Company, as continuing security for the payment of the Secured Obligations, hereby charges in favour of the Agent with full title guarantee, by way of legal mortgage, the Properties.

3. FURTHER ASSURANCES

- 3.1 In relation to the Properties which are registered at the Land Registry or which are subject to a first registration application at the Land Registry and which are charged by way of legal mortgage in accordance with this Legal Mortgage situated in England and Wales, the Charging Company hereby covenants to a restriction being entered on the Register of Title of the Properties under the Land Registration Act 2002 and agrees to apply for such a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the legal mortgage dated 2015 in favour of Bank of America, N.A. referred to in the Charges Register or its conveyancer".

- 3.2 Subject to the terms of the Facilities, the Lenders are under an obligation to make further advances to the Borrowers which are Foreign Subsidiaries (which obligation is deemed to be incorporated into this Legal Mortgage) and this security has been made for securing those further advances. The Charging Company agrees to apply to the Land Registry on the prescribed Land Registry form for a notice to be entered on the Register of Title of the Properties charged by it by way of legal mortgage under this Legal Mortgage that there is such an obligation to make further advances.
- 3.3 If the Charging Company fails to make the applications set out in Clauses 3.1 or 3.2, the Charging Company irrevocably consents to the Agent making such applications on its behalf and shall promptly provide the Agent with all information and properly incurred fees which the Agent may reasonably request in connection with such applications.

4. REPRESENTATIONS AND WARRANTIES

- 1.2 The Charging Company represents and warrants to the Agent that save as disclosed to and approved by the Agent in writing prior to the date of this Legal Mortgage:
- (a) it is the sole legal and beneficial owner of all the Properties and no other person has any legal or beneficial interest or rights on, over or in any part of the Properties;
 - (b) there subsists no breach of any Planning Acts, by-laws or local authority or statutory requirements which materially and adversely affects or which materially or adversely affects the value of the Properties;
 - (c) except for the Properties, it does not own any estate or interest in any Real Property in England and Wales; and
 - (d) all the Properties are free from any mortgage, debenture, charge or any other encumbrance (save for those created in favour of the Agent).

5. **UNDERTAKING**

The Charging Company shall, promptly after the execution of this Legal Mortgage, notify any other party with an interest in the Properties of the Security created by this Legal Mortgage if required to do so under the terms of any agreement between the Charging Company and such other party.

6. **COUNTERPARTS**

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

7. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

7.1 **Governing Law**

- (a) This Legal Mortgage is governed by, and shall be construed in accordance with, English law.
- (b) Any non-contractual obligations arising out of or in connection with this Legal Mortgage are governed by English law.

7.2 **Submission to Jurisdiction**

- (a) Subject to Clause 7.2(c) below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Legal Mortgage (including a dispute regarding the existence, validity or termination of this Legal Mortgage or any non-contractual obligation arising out of or in connection with this Legal Mortgage) (a "**Dispute**").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 7.2 (*Submission to Jurisdiction*) is for the benefit of the Lenders only. As a result, nothing in this Legal Mortgage shall limit the right of the Lenders to take any legal action against the Charging Company in any other courts with jurisdiction. To the extent allowed by law, the Lenders may bring concurrent legal action in any number of jurisdictions.

IN WITNESS whereof this Legal Mortgage has been duly executed as a deed but is not delivered until the date first above written.

SCHEDULE

Properties

Location	Property	Title Number
Cotes Park	Cotes Park Lane, Somercotes, Alfreton	DY221031

SIGNATORIES TO LEGAL MORTGAGE

EXECUTED AS A DEED by
DIVERSEY UK PRODUCTION
LIMITED
acting by a director in the presence of:

)
)
)
)
)



Witness's signature:



Name (print): Claire Tucker
Occupation: Site Coordinator
Address: 3 Oakwood Way
Chesterfield
S43 3FD

THE COLLATERAL AGENT

SIGNED AS A DEED on behalf of)
BANK OF AMERICA, N.A.)
a company incorporated in the United)
States of America by:)

Name of Authorised Signatory



Lindsay Kim
Vice President

being a person who, in accordance with the
laws of that territory, is acting under the
authority of the company.