

MR01

Particulars of a charge

V 94542 / E13



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

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

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

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

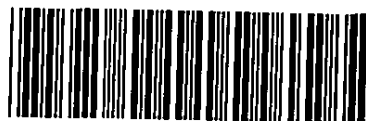
For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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



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

THURSDAY



A35

A34J6ZKZ

27/03/2014

#77

COMPANIES HOUSE

For internal use

1

Company details

Company number 0 3 1 9 5 4 8 5 ✓

Company name in full WYG INTERNATIONAL LIMITED

07011

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 2 4 0 3 2 0 1 4 ✓

3

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

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

Name BNP PARIBAS BANK POLSKA S.A. ✓

Name

Name

Name

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

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

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Description

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

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X CMS CAMERON MCKENNA LP X

✓

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

MR01

Particulars of a charge



Presenter information

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

Contact name BEYE/SEGA/107260.00278

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3195485

Charge code: 0319 5485 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th March 2014 and created by WYG INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th March 2014

A handwritten signature in black ink, consisting of a stylized 'J' followed by a cross-like flourish.

Given at Companies House, Cardiff on 1st April 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated

24 March 2014

- (1) WYG INTERNATIONAL LIMITED
- (2) BNP PARIBAS BANK POLSKA S.A.

CHARGE OVER ACCOUNT AND DEPOSIT MONEYS

**THIS DEED IS SUBJECT TO THE DEED OF AMENDMENT AND PRIORITIES
(AS DEFINED HEREIN)**

CMS Cameron McKenna LLP

**Mitre House
160 Aldersgate Street
London EC1A 4DD**

**T +44(0)20 7367 3000
F +44(0)20 7367 2000**

CERTIFIED TO BE A TRUE AND
COMPLETE COPY OF THE ORIGINAL

CMS CAMERON MCKENNA LLP

DATE *25/3/2014*

CMS Cameron McKenna LLP
Mitre House, 160 Aldersgate Street
London EC1A 4DD

**SEGA/107260.00278
EXECUTION VERSION**

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THIS DEED is made on the 24th day of March 2014

BETWEEN.

- (1) **WYG INTERNATIONAL LIMITED**, registered in England and Wales with company number 03195485, whose registered office is situated at Arndale Court, Otley Road, Headingley, Leeds, LS6 2UJ (the "**Chargor**"), and
- (2) **BNP PARIBAS BANK POLSKA S.A.** registered in Poland, having its branch office at Suwak 3, 02-673 Warszawa as lender (the "**Lender**")

WHEREAS

- (A) The Chargor enters into this Deed in connection with a bonding facility agreement dated 8th December 2009 as amended by way of a letter dated 24 June 2011 and made between, amongst others, (1) WYG International Sp z o o, WYG Consulting Sp z o o and PSDB Sp z o o as borrower and (2) the Lender (the "**Bonding Facility Agreement**").
- (B) The bonds listed in Schedule 1 have been issued by the Lender pursuant to the terms of the Bonding Facility Agreement (the "**Bonds**")
- (C) The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of the Chargor to continue the Bonds and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

Definitions

- 1.1 Terms defined in the Bonding Facility Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed and in addition in this Deed

"**Account**" means the interest bearing account (account number 11549025, sort-code 406384 with account name WYG International Limited) opened or to be opened in the name of the Chargor with the Lender on or before the date of this Deed and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time)

"**Bond Redemption Date**": means the date on which the Lender confirms to the Chargor that

- (a) the original bond document is returned to the Lender (or, if applicable, if the original bond document has been lost, a letter is received by the Lender on headed notepaper from the third party beneficiary addressed to the Lender confirming that the original bond document has been lost or otherwise mislaid and will be destroyed or returned to the Lender should it be found subsequently accompanied by independent written confirmation satisfactory to the Lender that the signatory to such letter is duly authorised by the third party beneficiary to sign such letter (such confirmation to be procured by WYG plc on a best endeavours basis)), and
- (b) the Lender receives a letter addressed to the Chargor or the Lender from the third party beneficiary on their headed paper confirming that the liability under that Bond has been irrevocably released (or substantially similar language with equivalent effect) and in the case where such original bond document has been lost and not returned to the Lender (in accordance with paragraph (a) above), such letter is to be accompanied by independent written confirmation that the signatory to such letter is duly authorised

by the third party beneficiary to sign such letter (such confirmation to be procured by WYG plc on a best endeavours basis)

"Charged Property" means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to this Deed

"Default Rate": means the interest rate specified as default interest in the Bonding Facility Agreement

"Deposit Moneys" means all moneys which must be in Euros from time to time deposited in or standing to the credit of the Account (including all moneys in any currency representing the renewal or replacement of or for any such deposits), all interest from time to time accrued or accruing on all such moneys, all or any moneys payable or repayable pursuant to such deposits or in respect of the Account and in each case the debts represented thereby

"Expenses" means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed or in exercising any rights, powers or remedies provided by or pursuant to this Deed (including any right or power to make payments on behalf of the Chargor under the terms of this Deed) or by law in each case on a full indemnity basis

"Finance Documents" means this Deed, the Bond and in respect of the Bond only, the Bonding Facility Agreement and General Counterindemnity.

"General Counterindemnity" means the general counterindemnity entered into by the Chargor in favour of the Lender on or around the date of this Deed as supplemented by a general counterindemnity entered into by the Chargor in favour of the Lender dated on or around the date of this Deed.

"Legal Reservations" means.

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim, and
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction.

"Liability Period" means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied, acting in good faith, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

"Limitation Acts" the Limitation Act 1980 and the Foreign Limitation Periods Act 1984

"LPA" means the Law of Property Act 1925

"Material Adverse Effect" means, in the reasonable opinion of the Lender, a material adverse effect on.

- (b) the business, operations, property, condition (financial or otherwise) or prospects of the Chargor, or
- (c) the ability of the Chargor to perform its payment obligations under the Finance Documents, or
- (d) the validity and enforceability of, or effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents

"Original Jurisdiction". in relation to the Chargor, the jurisdiction under whose laws that the Chargor is incorporated as at the date of this Deed

"Party" means a party to this Deed

"Relevant Jurisdiction" in relation to the Chargor

- (a) its Original Jurisdiction,
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated,
- (c) any jurisdiction where it conducts its business, and
- (d) the jurisdiction whose laws govern the perfection of any Security entered into by it

"Secured Liabilities" means all present and future indebtedness, moneys, obligations and liabilities of the Chargor to the Lender under the Finance Documents, in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2.2 (*Interest*)

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

Construction

1.2 Any reference in this Deed to

- 1.2.1 the **"Lender"**, the **"Chargor"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
- 1.2.2 **"assets"** includes present and future properties, revenues and rights of every description,

- 1 2 3 a **"benefit"** includes the right to demand or receive money to exercise all or any rights available at law or in equity, to compel performance and/or to give any notice,
- 1 2 4 **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,
- 1 2 5 a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- 1 2 6 a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation, and
- 1 2 7 a provision of law is a reference to that provision as amended or re-enacted
- 1 3 Clause and Schedule headings are for ease of reference only
- 1 4 Any reference in this Deed to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same
 - 1 4 1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable,
 - 1 4 2 any additional, further or substituted facility to or for such facility is provided,
 - 1 4 3 any rate of interest, commission or fees or relevant purpose is changed,
 - 1 4 4 the identity of the parties is changed,
 - 1 4 5 the identity of the providers of any security is changed,
 - 1 4 6 there is an increased or additional liability on the part of any person, or
 - 1 4 7 a new agreement is effectively created or deemed to be created
- 1 5 Any reference in this Deed to **"this Deed"** shall be deemed to be a reference to this Deed as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended or restated from time to time and any reference in this Deed to a **"Clause"** or a **"Schedule"** is, unless otherwise provided, a reference to a Clause or a Schedule of this Deed
- 1 6 Unless the context otherwise requires words denoting the singular number only shall include the plural and vice versa
- 1 7 Where any provision of this Deed 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
- 1 8 It is intended that this document shall take effect as and be a deed of the Chargor notwithstanding the fact that the Lender may not execute this document as a deed

- 1 9 Any change in the constitution of the Lender or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed
- 1 10 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Lender may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

Third Party Rights

- 1 11 Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999

2. Covenant to Pay

Covenant to Pay

- 2 1 The Chargor covenants with the Lender that it shall pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand made on or at any time after the due date for payment

Interest

- 2.2 The Chargor covenants with the Lender to pay interest on any amounts due but not paid under Clause 2 1 (*Covenant to Pay*) from the due date until the date of full discharge of such amount (whether before or after judgment, liquidation, winding-up or administration of any person) at the Default Rate, on the basis that all such interest will be payable upon such days in each year as the Lender shall from time to time fix and will be compounded with rests on such days in each year in the event of it not being so paid but without prejudice to the right of the Lender to require payment of such interest on demand and at any time and **provided that**, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment

3. Grant of Security

- 3 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of first fixed charge all of its present and future right, title, benefit and interest in and to the Account and the Deposit Moneys

4. Perfection of Security

Acknowledgement

- 4 1 The execution of this Deed by the Chargor and the Lender shall constitute notice to the Lender of the charge created by this Deed over the Account and the Deposit Moneys

Documents

- 4 2 The Chargor shall promptly, following request of the Lender from time to time, deposit with the Lender, and permit the Lender during the subsistence of this Deed to hold and retain, at any branch of the Lender or with any correspondents or other agents of the Lender all certificates of deposit deposit receipts and other documents or securities from time to time relating to the Charged Property, together, where appropriate, with all forms of transfer or other instructions

(duly executed) relating to the Charged Property as the Lender may from time to time reasonably require.

5. Further Assurance

Further Assurance

- 5 1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)) to

- 5 1 1 perfect the security created or intended to be created in respect of the Charged Property.
- 5 1 2 facilitate the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law, and/or
- 5 1 3 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property

Necessary Action

- 5 2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Lender by or pursuant to this Deed

Implied Covenants for Title

- 5 3 The charge granted by the Chargor under this Deed is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in Section 2(1)(a) and Section 3 of that Act shall extend to the Chargor without, in each case, the benefit of Section 6(2) of that Act

6. Representations

General

- 6 1 The Chargor makes the representations and warranties set out in this Clause 6 to the Lender on the date of this Deed

Status

- 6 2 It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation and it has the power to own its assets and carry on its business as it is being conducted

Binding Obligations

- 6 3 Subject to Legal Reservations, the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations and (without limiting the generality of the foregoing) this Deed creates the security which it purports to create and that security is valid and effective, subject to the registrations and filings referred to in Clause 6 14 (*No Filing or Stamp Taxes*)

Power and Authority

- 6 4 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed
- 6 5 No limit on its powers will be exceeded as a result of the grant of security contemplated by this Deed

Non-conflict with Other Obligations

- 6 6 The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the security under this Deed do not and will not conflict with
- 6 6 1 any law or regulation applicable to it,
- 6 6 2 its constitutional documents, or
- 6 6 3 any material agreement or instrument binding upon it or any of its assets or constitute an event of default or termination event (however described) under any such agreement or instrument

Insolvency and Centre of Main Interests and Establishments

- 6 7 No corporate action, legal proceeding or other procedure or step in relation to
- 6 7 1 the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise),
- 6 7 2 a composition, compromise, assignment or arrangement with any creditor; or
- 6 7 3 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer,
- (or any analogous procedure or step in any jurisdiction) has been taken or, to its knowledge, threatened in relation to it or any of its assets and the above shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement
- 6 8 No expropriation, attachment, sequestration, distress or execution (or any analogous process in any jurisdiction) affecting any of its assets having an aggregate value of £750,000 (or its equivalent in any currency or currencies) has been taken or, to its knowledge, threatened in relation to it.
- 6 9 It is not unable and has not admitted its inability to pay its debts as they fall due (and has not been deemed to or declared to be unable to pay its debts under applicable law) and it has not suspended or threatened to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commenced negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness)
- 6 10 For the purposes of The Council of the European Union Regulation No 1346/2000 on Insolvency Proceedings (the "Regulation"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in its jurisdiction of incorporation and it has no

“establishment” (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction

Validity and Admissibility in Evidence

- 6 11 All authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations or registrations required or desirable to
- 6 11 1 enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed,
- 6 11 2 make this Deed admissible in evidence in its jurisdiction of incorporation; and
- 6 11 3 enable it to create any security expressed to be created by it by or pursuant to, or, as the case may be, any security expressed to have been created by it and to be evidenced in, this Deed and to ensure that such security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, except for any registrations and filings referred to in Clause 6 14 (*No Filing or Stamp Taxes*)

Governing Law and Enforcement

- 6 12 Subject to Legal Reservations, the choice of English law as the governing law of this Deed will be recognised and enforced in its jurisdiction of incorporation
- 6 13 Subject to Legal Reservations, any judgment obtained in the courts of England in relation to this Deed (or, in the case that this Deed confers jurisdiction to settle disputes on any other courts, any judgment obtained in those other courts) will be recognised and enforced in its jurisdiction of incorporation

No Filing or Stamp Taxes

- 6 14 Under the law of its jurisdiction of incorporation it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed, except registration of a certified copy of this Deed at Companies House under Section 859A of the Companies Act 2006 and payment of associated fees, which registration and fees will be made and paid promptly after the date of this Deed

Creation of Security

- 6 15 This Deed creates or, as applicable, evidences in favour of the Lender the security which it purports to create or evidence with the ranking and priority which it is expressed to have
- 6 16 Without limiting Clause 6 15 above, its payment obligations under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally
- 6 17 No Security exists over the assets over which it purports to grant security under this Deed other than any floating charge over such assets in favour of Santander UK plc

Good Title to Assets

- 6 18 It is the sole legal and beneficial owner (subject to the terms of this Deed) of the assets over which it purports to grant security under this Deed

Continuing Representations

- 6 19 The Chargor undertakes with the Lender that the representations and warranties in this Clause 6 will be true and accurate on the first day of each calendar month by reference to the facts and circumstances existing from time to time

7. Undertakings

General

- 7 1 The undertakings in this Clause 6 1 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed

Negative Pledge

- 7 2 The Chargor shall not create or extend or permit to arise or subsist any Security (other than any Security constituted by this Deed) over the Charged Property other than any floating charge over such assets in favour of Santander UK plc

Restriction on Disposals

- 7 3 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, assign, transfer or otherwise dispose of the whole or any part of the Charged Property

Restrictions on Repayment and Withdrawals

- 7 4 Notwithstanding any term express or implied pursuant to which any of the Deposit Moneys are or may be deposited in or paid to the credit of the Account, the Chargor undertakes and agrees with the Lender that prior to the Bond Redemption Date it shall not be entitled to and shall not

7 4 1 make any request or demand to the Lender for the payment or repayment of all or any part of the Deposit Moneys which would result in a breach of Clause 7 6,

7 4 2 withdraw all or any part of the Deposit Moneys which would result in a breach of Clause 7 6, and/or

7 4 3 close the Account,

except in any case with the prior written consent of the Lender

- 7 5 If, but for the application of Clause 7 4 above, any Deposit Moneys would be payable or repayable to the Chargor at the expiry of any period of time under any term express or implied pursuant to which those Deposit Moneys were deposited in or paid to the credit of the Account, then the Chargor undertakes and agrees with the Lender that, notwithstanding any such term, prior to the Bond Redemption Date the following conditions shall apply

7 5 1 the Deposit Moneys required to be re-deposited to ensure compliance with Clause 7 6 shall be re-deposited (or successively re-deposited) in or paid to the credit of the Account on such terms concerning time and interest as may from time to time be

agreed between the Chargor and the Lender or, failing such agreement, on such terms as the Lender may reasonably decide, and

- 7 5 2 all such Deposit Moneys from time to time re-deposited (or successively re-deposited) in or paid to the credit of the Account, together with all interest from time to time accrued or accruing on all such moneys and all or any moneys payable or repayable pursuant to such re-deposits and in each case the debts represented thereby shall form part of the Charged Property and shall be subject to the terms of this Deed

Security Margin

- 7 6 Prior to the Bond Redemption Date, the Chargor shall at all times maintain sufficient sums standing to the credit of the Account so that the amount of the Deposit Moneys at any time equals the aggregate amount of the Secured Liabilities at that time with a margin of 10% of the aggregate amount of the Secured Liabilities up to a maximum amount of Euro 58,430
- 7 7 Following the Bond Redemption Date for any Bond, the Lender shall promptly release to the Chargor an amount equal to the Deposit Moneys applicable to that Current Bond with a margin of 10% and remit the same to any bank account specified by the Chargor

Authorisations

- 7 8 The Chargor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect, and supply certified copies to the Lender (upon reasonable request) of, any Authorisation required (subject to the Legal Reservations) under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed

Compliance with Laws and Regulations

- 7 9 The Chargor shall comply in all respects with all laws and regulations to which it or any Charged Property may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect

Information and Notification

- 7 10 The Chargor shall promptly supply to the Lender such information as the Lender may reasonably require about the Charged Property and its compliance with the terms of this Deed as the Lender may reasonably request.
- 7 11 The Chargor shall promptly notify the Lender in writing of any action, claim or demand made by or against it in connection with all or any part of the Charged Property or of any fact, matter or circumstance which may with the passage of time give rise to such an action, claim or demand, together with the Chargor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Lender's approval of such proposals, implement them at its own expense

Not Jeopardise Security

- 7 12 The Chargor shall not do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security constituted or intended to be constituted by this Deed except to the extent expressly permitted by the terms of this Deed

8. **Enforcement of Security**

When Security becomes Enforceable

- 8 1 At any time after a notice by the Lender demanding payment, performance and/or discharge of any of the Secured Liabilities shall have been served by the Lender on the Chargor as is required pursuant to the Finance Documents, the security constituted by this Deed shall become immediately enforceable and the Lender may, without notice or further demand, in its absolute discretion enforce all or any part of that security by appropriating, applying or transferring as the Lender shall think fit all or any part of the Deposit Moneys at any time or times in or towards satisfaction of the Secured Liabilities in accordance with Clause 11 1 (*Order of Application*)

Timed Deposits

- 8 2 The rights and powers of the Lender contained in Clause 8 1 (*When Security becomes Enforceable*) shall apply notwithstanding that
- 8 2 1 all or any part of the Deposit Moneys may have been or may be deposited with the Lender for a fixed or minimum period or be subject to a period of notice.
- 8 2 2 any interest on the Deposit Moneys is calculated by reference to a fixed or minimum period, and/or
- 8 2 3 any such fixed or minimum period or period of notice may or may not have expired or been given
- 8 3 The Chargor authorises the Lender at any time after the security constituted by this Deed has become enforceable to break or determine the Deposit Moneys in whole or in part and/or to renew all or any of the Deposit Moneys for such fixed periods as the Lender may (in its absolute discretion) from time to time think fit

Currency Conversion

- 8 4 For the purpose of Clause 8 1 (*When Security becomes Enforceable*) and/or for the purpose of or pending the discharge of any of the Secured Liabilities, the Lender may (in its absolute discretion) convert any Deposit Moneys or any moneys received or recovered by the Lender pursuant to this Deed or any moneys subject to application by the Lender pursuant to this Deed from one currency to another and any such conversion shall be made at the Lender's spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Lender. Nothing in this Deed shall require the Lender to make, or shall impose any duty of care on the Lender in respect of, any such currency conversion

Financial Collateral

- 8 5 To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of the Chargor under this Deed 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 (the "FCA Regulations")), the Lender shall have, in addition, the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any part of such financial collateral in or towards satisfaction of the Secured Liabilities in accordance with Clause 11 1 (*Order of Application*). For this purpose, the parties agree that the value of such financial collateral shall be, in the case of cash, the amount standing to the credit of the Account, together with all interest accrued but unpaid,

at the time that the right of appropriation is exercised. The parties further agree that the manner of valuation provided for in this Clause 8.5 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

9. Extension and Variation of the LPA

Statutory Powers

- 9.1 The rights and powers of the Lender contained in Clause 8 (*Enforcement of Security*) shall be in addition to and not to the prejudice of all or any of the powers, authorities and discretions conferred by the LPA (as varied or extended by this Deed) on mortgagees or otherwise conferred by law on mortgagees. For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed and shall be immediately exercisable by the Lender at any time after the security constituted by this Deed has become enforceable.

Restrictions

- 9.2 Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.

10. Power of Attorney

Appointment and Powers

- 10.1 The Chargor, by way of security, irrevocably appoints the Lender 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
- 10.1.1 carrying out any obligation imposed on the Chargor by this Deed, and
- 10.1.2 enabling the Lender to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property).

Ratification

- 10.2 The Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 10.1 (*Appointment and Powers*).

11. Application of Proceeds

Order of Application

- 11.1 All moneys received or recovered by the Lender pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in such order as the Lender selects.
- 11.2 Clause 11.1 (*Order of Application*) will override any appropriation made by the Chargor.

New Accounts

- 11.3 If the Lender at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property or of any disposal of any Charged Property which is prohibited by the terms of this Deed or the Bonding Facility Agreement or of any other matter which may cause the security constituted by this Deed to cease to be a continuing security, the Lender may open a new account with the Chargor
- 11.4 If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of the Chargor to the Lender shall be credited or be treated as having been credited to the new account of the Chargor and not as having been applied in reduction of the Secured Liabilities

12. No Liability

- 12.1 The Lender shall not in any circumstances (either by reason of taking possession of any Charged Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Chargor for anything, except actual receipts, or be liable to the Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Lender or any of its officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Lender of any power, authority or discretion provided by or pursuant to this Deed or by law or for any other loss of any nature whatsoever in connection with the Charged Property or this Deed (including, without limitation, any loss of interest caused by the determination before maturity of any Deposit Moneys or by the fluctuation in any exchange rate at which currency may be bought or sold by the Lender)

13. Set-Off

Set-off

- 13.1 Without prejudice to the rights conferred on the Lender by Clause 8 (*Enforcement of Security*) and without limiting any other rights conferred on the Lender by law or by any other agreements entered into with the Chargor, the Lender may (but shall not be obliged to) set off any matured obligation due from the Chargor under this Deed (to the extent beneficially owned by the Lender) against any obligation (whether matured or not) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If the obligation owed by the Lender is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation

14. Effectiveness of Security

Continuing Security

- 14.1 The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged by the Lender, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

Cumulative Rights

- 14 2 The security constituted by this Deed and all rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law shall be cumulative, in addition to and independent of any right of set-off, combination, lien or other rights exercisable by the Lender as banker against any person and of any other guarantee or Security now or subsequently held by the Lender for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Lender over the whole or any part of the Charged Property shall be superseded by, supersede or merge into, the security constituted by this Deed.

Reinstatement

- 14 3 If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is made by the Lender in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under, the security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 14 4 The Lender may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

Waiver of Defences

- 14 5 Neither the obligations of the Chargor under this Deed nor the security constituted by this Deed nor the rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law will be affected by an act, omission, matter or thing which, but for this Clause 14 5, would reduce, release or prejudice any of its obligations under this Deed, any of that security or any of those rights, powers and remedies (without limitation and whether or not known to it or the Lender) including
- 14 5 1 any time, waiver or consent granted to, or composition with, the Borrower or any other person
- 14 5 2 the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor of any person,
- 14 5 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, the Borrower or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 14 5 4 any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, the Borrower or any other person,
- 14 5 5 any variation, amendment, novation, supplement, extension (whether of maturity or otherwise), substitution, restatement (in each case however fundamental and of whatsoever nature and whether or not more onerous) or replacement of any agreement, account arrangement, transaction or engagement entered into by the Borrower with the Lender or any other document or Security including without limitation any change in the purpose of, any extension of or any increase in, any facility or the addition of any new facility under any such agreement, account arrangement, transaction or engagement or any other document or Security.

14 5 6 any unenforceability, illegality or invalidity of any obligation of the Borrower or any other person under any agreement, account arrangement, transaction or engagement entered into by the Borrower with the Lender or any other document or Security, or

14 5 7 any insolvency or similar proceedings

No Security held by Chargor

14 6 The Chargor shall not take or receive any Security from any person in connection with its liability under this Deed. However, if any such Security is so taken or received by the Chargor

14 6 1 it shall be held by the Chargor on trust for the Lender, together with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Liabilities, and

14 6.2 on demand by the Lender, the Chargor shall promptly transfer, assign or pay to the Lender all Security and all moneys from time to time held on trust by the Chargor under this Clause 14 6

15. Payments

Manner of Payments

15 1 The Chargor shall make all payments required to be made by it under this Deed available to the Lender (unless a contrary indication appears in this Deed) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment. Payment shall be made in the currency in which the relevant indebtedness is denominated or, if different, is expressed to be payable and to such account in the principal financial centre of the country of that currency with such bank as the Lender specifies

No Set-off by Chargor

15 2 All payments to be made by the Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

Tax Gross-Up

15 3 The Chargor shall make all payments to be made by it under this Deed without any deduction or withholding for or on account of Tax, unless such a deduction or withholding is required by law. The Chargor, promptly upon becoming aware that it must make such a deduction or withholding (or that there is any change in the rate or the basis of such a deduction or withholding), shall notify the Lender accordingly

15 4 If a deduction or withholding for or on account of Tax from a payment under this Deed is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required

15 5 If the Chargor is required to make a deduction or withholding for or on account of Tax from a payment under this Deed, the Chargor shall make that deduction or withholding and any payment required in connection with that deduction or withholding within the time allowed and in the minimum amount required by law. Within thirty days of making such a deduction or withholding or any payment required in connection with that deduction or withholding, the

Chargor shall deliver to the Lender evidence reasonably satisfactory to the Lender that the deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant taxing authority

16. Expenses, Stamp Taxes and Indemnities

Expenses

- 16 1 The Chargor shall promptly on demand pay to the Lender the amount of all costs and expenses (including legal fees) properly and reasonably incurred by it in connection with the negotiation, preparation, printing, execution and perfection of this Deed and any other documents referred to in this Deed and in responding to, evaluating, negotiating or complying with any request for an amendment, waiver or consent made by the Chargor in relation to this Deed
- 16 2 The Chargor shall, within three business days of demand, pay to the Lender the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of, or the defence, protection and/or preservation of, any rights, remedies and powers under this Deed or the security constituted, or intended to be constituted, by this Deed and any proceedings instituted by or against the Lender as a consequence of taking or holding the security constituted, or intended to be constituted, by this Deed or enforcing any such rights, powers and remedies

Stamp Taxes

- 16 3 The Chargor shall pay, and shall promptly on demand indemnify the Lender against any cost, loss or liability it incurs in relation to, all stamp duty, registration and similar Taxes payable in connection with the entry into, performance or enforcement, of this Deed, the security constituted by this Deed or any judgment given in connection with this Deed

General Indemnity

- 16 4 The Chargor shall, notwithstanding the release or discharge of all or any part of the security constituted by this Deed, promptly indemnify the Lender against any cost, loss, liability or damage incurred by it as a result of
- 16 4 1 any default or delay by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed,
- 16 4 2 the taking, holding, protection or enforcement of the security constituted by this Deed, and
- 16 4 3 the exercise of any of the rights, powers, discretions and remedies vested in the Lender by this Deed or by law in respect of the Charged Property

Currency Indemnity

- 16 5 If any sum owing by the Chargor under this Deed (a "Sum"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "First Currency") in which that Sum is payable into another currency (the "Second Currency") for the purpose of
- 16 5 1 making or filing a claim or proof against the Chargor.
- 16 5.2 obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings, or

16.5 3 applying the Sum in satisfaction of any of the Secured Liabilities,

the Chargor shall as an independent obligation, within three Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between.

16 5 4 the rate of exchange used to convert that Sum from the First Currency into the Second Currency, and

16 5 5 the rate or rates of exchange available to that person at the time of its receipt of any amount paid to it in satisfaction, in whole or in part, of such claim, proof, order, judgment or award.

16 6 The Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than that in which it is denominated or, if different, is expressed to be payable

Value Added Tax

16 7 Any cost or expense referred to in this Clause 16 is exclusive of any VAT that might be chargeable in connection with that cost or expense. If any VAT is so chargeable, it shall be paid by the Chargor at the same time as it pays the relevant cost or expense

Lender may Debit Account

16 8 The Lender may, without prejudice to any other right, power or remedy, at any time and from time to time and without further authority from or notice to the Chargor, debit and charge any account of the Chargor with any cost or expense referred to in this Clause 16

17. Certificates and Determinations

17 1 Any certificate or determination by the Lender of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates

18. Partial Invalidity

18 1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

19. Remedies and Waivers

19.1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, remedy or power under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Deed are cumulative and not exclusive of any rights, remedies or powers provided by law

19 2 Any amendment, waiver or consent by the Lender under this Deed must be in writing and may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given

20. Notices

Communications in writing

- 20.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax, e-mail or letter

Addresses

- 20.2 The address, e-mail address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Chargor and the Lender for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below

WYG INTERNATIONAL LIMITED

Address Arndale Court, Headingley, Leeds West Yorkshire LS6 2UJ
Fax Number +44 (0)113 274 5185
E-mail address sean.cummins@wyg.com and steve.oldroyd@wyg.com
For the Attention of Sean Cummins/Steve Oldroyd

BNP PARIBAS, London Branch

Address. 3rd Floor, 10 Harewood Avenue
Marylebone,
London
NW1 6AA

Fax Number 0207 595 5019
E-mail address: paul.downey@uk.bnpparibas.com
For the Attention of Paul Downey,

or any substitute address, fax number or department or officer as the Chargor may notify to the Lender or, as the case may be, the Lender may notify to the Chargor, in each case by not less than five Business Days' notice

Electronic communication

- 20.3 Any communication to be made between any two Parties under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties
- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means, and
 - (b) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice

20 3 2 Any electronic communication made between those two Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Party to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose

20 3 3 Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5 00 p m in the place of receipt shall be deemed only to become effective on the following day

Delivery

20 4 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective

20 4 1 if by way of fax, when received in legible form, or

20 4 2 if by way of letter, when it has been left at the relevant address or five business days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 20 2 (*Addresses*), if addressed to that department or officer

20 5 Any communication or document to be made or delivered to the Lender will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with the Lender's name in Clause 20 2 (*Addresses*) (or any substitute department or officer as it shall specify for this purpose)

21. Counterparts

21 1 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed Delivery of an electronic counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery

22 Assignment

22 1 The Lender may assign, charge or transfer all or any of its rights under this Deed without the consent of the Chargor. The Lender may disclose any information about the Chargor and this Deed as the Lender shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

23 Releases

23 1 Upon the expiry of the Liability Period (but not otherwise) and subject to Clauses 14 3 and 14 4 (*Restatement*), the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this Deed

24. Governing Law

24 1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered
on the day and year first before written

7

Schedule 1

Bonds

Project Ref	Company	Beneficiary	Amount in Plz	Amount in Euros
3478	WYG International Sp Z o o	Przedsiębiorstwo Wodociągów i Kanalizacji Sp z o o	24,090	6,086
3422	WYG International Sp Z o o	Powiat Swidnicki ul M Skłodowskiej-Curie 7 58-100 Swidnica	89,450	22,599
2326	WYG International Sp Z o o	Świętokrzyski Zarząd Dróg Wojewódzkich w Kielcach	78,690	19,880
2376	WYG International Sp Z o o	Zarząd Dróg Wojewódzkich w Łodzi	18,020	4,553

EXECUTION PAGE

THE CHARGOR

EXECUTED AS A DEED by)
WYG INTERNATIONAL)
LIMITED on being signed by)
a Director in the presence of)
an attorney (Director) ATTORNEY

Witness signature PHUGHL
Witness name PETER HUGELL
Witness address BRIDGEWATER PLACE, LEEDS.
Witness occupation LAWYER.

THE LENDER

BNP PARIBAS BANK POLSKA S.A.

By

EXECUTION PAGE

THE CHARGOR

EXECUTED AS A DEED by
WYG INTERNATIONAL
LIMITED on being signed by
a Director in the presence of

)
)
)
)
(Director)

Witness signature

Witness name.

Witness address

Witness occupation

THE LENDER

BNP PARIBAS BANK POLSKA S.A.

By:

Prokurent
Michał Klimiński

PROKURENT
Grzegorz Malesza

BNP Paribas Bank Polska SA
02-670 Warszawa ul. Suwak 3
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NIP 676-007-63-01
(453)