

MR01

Particulars of a charge



Companies House

138189/23



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A fee is be payable with
Please see 'How to pay' on

☒ **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**
You may not use this form to
register a charge where the
instrument. Use form MR01



LD3 17/10/2017 #22
COMPANIES HOUSE

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. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0654475

Company name in full WP Midco3 Limited

3 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 10/10/2017

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 Wilmington Trust (London) Limited

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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4	Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>			
Brief description	<p>- Any Tangible Moveable Property; Accounts; Intellectual Property; goodwill and rights in relation to the uncalled capital of the Charging Company; Investments and all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture dated 8 June 2017.</p>					
5	Other charge or fixed security	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>				
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>				
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>				
8	Trustee statement ^①	<p>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.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>			
9	Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X</p> <p><i>Linkata LLP</i></p> <p>X</p> <p>This form must be signed by a person with an interest in the charge.</p>				
Signature						

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Presenter information

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

Contact name **Theon Chalklen**

Company name **Linklaters LLP**

Address **One Silk Street**

Post town

County/Region **London**

Postcode

E C 2 Y 8 H Q

Country **United Kingdom**

DX

Telephone **020 7456 2266**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6544475

Charge code: 0654 4475 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2017 and created by WP MIDCO3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2017.

LC

Given at Companies House, Cardiff on 24th October 2017



Companies House



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

 Linklaters LLP

Linklaters LLP
16 October 2017

DEED OF ACCESSION

THIS SUPPLEMENTAL DEED is made on 10 October 2017

BETWEEN:

1. **THE COMPANIES** listed in Schedule 1 hereto (each an “**Acceding Company**” and together the “**Acceding Companies**”); and
2. **WILMINGTON TRUST (LONDON) LIMITED** (the “**Security Agent**”).

WHEREAS

This Supplemental Deed is supplemental to a debenture dated 8 June 2017 and made between, inter alia, Shilton Holdco Limited and the Security Agent (the “**Debenture**”).

IT IS AGREED and declared as follows:

1. DEFINITIONS

- 1.1. Words or expressions defined (including by reference) in the Debenture shall, unless otherwise defined herein, bear the same meaning in this Supplemental Deed (including the recital hereto).
- 1.2. The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply mutatis mutandis to this Supplemental Deed as if the same were set out in full herein.

2. ACCESSION OF THE ACCEDING COMPANY

- 2.1. By its execution of this Supplemental Deed, each Acceding Company unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the terms and provisions of the Debenture as if it were an original party thereto as one of the Charging Companies.
- 2.2. Without prejudice to the generality of sub-clause 2.1, each Acceding Company hereby:
 - (a) (jointly and severally with the other Charging Companies) covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture; and
 - (b) mortgages, charges and assigns to the Security Agent for the payment and discharge of all monies and liabilities hereby, or by the Debenture, covenanted to be paid or discharged by it, its assets and undertaking on the terms set out in clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Debenture (in each case subject to the terms of clause 3.4 (*Excluded Assets*) of the Debenture).
- 2.3. The Security Agent (on behalf of itself and each other party to the Debenture) hereby consents to the accession of each Acceding Company to the Debenture on the terms of Clause 2.1 and 2.2 of this Supplemental Deed and agrees that the Debenture shall hereafter be read and construed as if each Acceding Company had been an original party to the Debenture in the capacity of a Charging Company (but so that the security created on this accession will be created on the date of this Supplemental Deed).
- 2.4. Each Acceding Company expressly acknowledges and confirms and agrees to each of the matters referred to in Clause 1.6 of the Debenture (*Obligations secured by this Debenture*).

3. INTERPRETATION

This Supplemental Deed shall hereafter be read as one with the Debenture, so that all references in the Debenture to this Debenture, herein and similar expressions shall include references to this Supplemental Deed.

4. DELIVERY

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated.

5. COUNTERPARTS

This Supplemental 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 Supplemental Deed.

6. THIRD PARTY RIGHTS

A person who is not a party to this Supplemental Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Deed.

7. GOVERNING LAW

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

THIS SUPPLEMENTAL DEED has been signed on behalf of the Security Agent and executed as a deed by each Acceding Company and is delivered by it on the date specified above.

Schedule 1
Acceding Companies

Acceding Company	Jurisdiction	Registered Number
WP Safety-Kleen Limited	England & Wales	06544225
WP Midco1 Limited	England & Wales	06544559
WP Midco2 Limited	England & Wales	06544394
WP Midco3 Limited	England & Wales	06544475
Safetykleen Group Services Limited	England & Wales	06544285
WP SK Holdings Limited	England & Wales	05134411
WP SK Midco Limited	England & Wales	05385905
WP SK Limited	England & Wales	05134639
Safety-Kleen U.K. Limited	England & Wales	01190039
WP Safety-Kleen (Cayman) Limited	Cayman Islands	212501

SIGNATORIES

The Acceding Companies

EXECUTED as a DEED by
WP SAFETY-KLEEN LIMITED

[REDACTED]

Title: *Group Finance Director*

Address: [REDACTED]

Attention: *Mr Andrew Griffith*

Witnessed by

[REDACTED]

CHARLOTTE DYER

Occupation:

Group Accountant

The Acceding Companies

EXECUTED as a DEED by
WP MIDCOI LIMITED

[Redacted Signature]

Title: *Group Finance Director*

Address:

[Redacted Address]

Attention: *Mr Andrew Griffith*

Witnessed by

[Redacted Signature]

CHARLOTTE DYER

Occupation: *Group Accountant*

The Acceding Companies

EXECUTED as a DEED by
WP MIDCO2 LIMITED

[Redacted]
Title: *Group Finance Director*

Address: [Redacted]

Attention: *Mr Andrew Griffith*

Witnessed by [Redacted]

Occupation:

Group Accountant CHARLOTTE DYER

The Acceding Companies

EXECUTED as a DEED by
WP MIDCO3 LIMITED

[Redacted]

Title: *Group Finance Director*

Address: [Redacted]

Attention: *Mr Andrew Griffith*

Witnessed by [Redacted]

CHARLOTTE DYER

Occupation:

Group Accountant

The Acceding Companies

EXECUTED as a DEED by
SAFETYKLEEN GROUP SERVICES LIMITED

[REDACTED]
Title: *Group Finance Director*

Address: [REDACTED]

Attention: *Mr Andrew Griffith*

Witnessed by [REDACTED] **CHARLOTTE DYER**

Occupation: *Group Accountant*

The Acceding Companies

EXECUTED as a DEED by
WP SK HOLDINGS LIMITED

[Redacted]

Title: *Group Finance Director*

Address: [Redacted]

Attention: *Mr Andrew Griffith*

Witnessed by [Redacted] *CHARLOTTE DYER*

Occupation: *Group Accountant*

The Acceding Companies

EXECUTED as a DEED by
WP SK MIDCO LIMITED

[REDACTED]

Title: *Group Finance Director*

Address: [REDACTED]

Attention: *Mr Andrew Griffith*

Witnessed [REDACTED]

CHARLOTTE DYER

Occupation: *Group Accountant*

The Acceding Companies

EXECUTED as a DEED by
WP SK LIMITED

[REDACTED]

Title: *Group Finance Director*

Address:

[REDACTED]

Attention: *Mr Andrew Griffith*

Witnessed by

[REDACTED]

CHARLOTTE DYER

Occupation:

Group Accountant

The Acceding Companies

EXECUTED as a DEED by
SAFETY-KLEEN U.K. LIMITED

[REDACTED]

Title: *Group Finance Director*

Address:

[REDACTED]

Attention:

Mr Andrew Griffith

Witnessed

[REDACTED]

CHARLOTTE DYER

Occupation:

Group Accountant

The Acceding Companies

EXECUTED as a DEED by
WP SAFETY-KLEEN (CAYMAN) LIMITED

[REDACTED]

Title: *Group Finance Director*

Address: [REDACTED]

Attention: *Mr Andrew Griffith*

Witnessed [REDACTED]

CHARLOTTE DYER

Occupation: *Group Accountant*

Security Agent

Signed by

WILMINGTON TRUST (LONDON) LIMITED

By:



Name:

Sajada Afzal
Vice President

Address:



Fax:



Attention:

Sajada Afzal