

# MR04

## Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company.

✗ **What this form is NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage  
charge against an LLP. Use  
LL MR04.

THURSDAY



A13 \*A7YSFKZ9\* #167  
07/02/2019  
COMPANIES HOUSE

### 1 Company details

Company number 0 7 6 5 0 4 9 3

Company name in full GEO SPECIALTY CHEMICALS UK LIMITED

4

Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation

When was the charge created?

→ Before 06/04/2013. Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date d 3 d 0 m 1 m 0 y 2 y 0 y 1 y 2

### A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number\* [ ] [ ] [ ] [ ]

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced.

Instrument description A DEBENTURE BETWEEN THE CHARGOR AND CITIZENS BANK  
OF PENNSYLVANIA (FOR ITSELF AND FOR EACH OF THE  
SECURED PARTIES (AS DEFINED IN THE DEBENTURE)) (THE  
"TRUSTEE") (THE "LEGAL CHARGE") RELATING TO A CREDIT  
AGREEMENT DATED 30 OCTOBER 2012 BETWEEN, AMONG  
OTHERS, THE CHARGOR AND THE TRUSTEE (THE "CREDIT  
AGREEMENT")

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

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**A4**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged.

Short particulars

See continuation sheets

**Continuation page**

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

**Part B**

**Charges created on or after 06/04/2013**

**B1**

**Charge code**

Please give the charge code. This can be found on the certificate.

Charge code ①

-     -

**① Charge code**

This is the unique reference code allocated by the registrar.

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## Part C To be completed for all charges

**C1**

### Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied.  
Please tick the appropriate box.

☒ In full

☐ In part


**C2**

### Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement
Name	Randall Robert Lay
	Please give the address of the person delivering this statement
Building name/number	Hardley, Hythe
Street	Charleston Road
Post town	Southampton
County/Region	Hampshire County
Postcode	S O 4 5 3 Z G
	Please give the person's interest in the charge (e.g. chargor/chargee etc)
Person's interest in the charge	DIRECTOR OF CHARGOR

**C3**

### Signature

	Please sign the form here.
Signature	Signature X  X

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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 **Thomas Currie**Company name **Burges Salmon**Address **One Glass Wharf**Post town **Bristol**

County/Region

Postcode **B S 2 0 Z X**

Country

DX **7829 Bristol**Telephone **0117 939 2000****Important information**

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

**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.

**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.

**Part A Charges created before 06/04/2013**

- ☐ You have given the charge date  
☐ You have given the charge number (if appropriate)  
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

**Part B Charges created on or after 06/04/2013**

- ☐ You have given the charge code

**Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1.  
☐ You have given the details of the person delivering this statement in Section C2.  
☐ You have signed the form.

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p><b>1 MORTGAGE</b></p> <p>The Chargor has charged with full title guarantee in favour of the Trustee (as trustee for the Secured Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property</p> <p><b>2 ASSIGNMENT BY WAY OF SECURITY</b></p> <p>The Chargor has assigned and agreed to assign absolutely with full title guarantee to the Trustee (as trustee for the Secured Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Paragraph 1 (Mortgage) above and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets</p> <p>(a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Real Property, the Charged Assets or in connection with the Chargor's business,</p> <p>(b) any rental income or deposits and all sums paid or payable and any other consideration given in money or money's worth for the disposal of an interest in all or part of any Real Property and the right to make demand for and receive the same,</p> <p>(c) any Insurance Policies and all proceeds paid or payable thereunder,</p> <p>(d) the Assigned Agreements and all rights under each Assigned Agreement, and</p> <p>(e) the Accounts (except those maintained with a Lender) and the debt or debts represented thereby</p> <p><b>3 FIXED CHARGES</b></p> <p>The Chargor has charged with full title guarantee in favour of the Trustee (as trustee for the Secured Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Paragraph 1 (Mortgage) above or assigned pursuant to Paragraph 2 (Assignment by way of Security)) above with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets</p> <p>(a) the Real Property and all Related Rights,</p> <p>(b) the Accounts and the debt or debts represented thereby,</p>	

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<b>A4</b>	<b>Short particulars of the property or undertaking charged</b>	
Short particulars	<p data-bbox="359 439 1046 472">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="359 495 1110 607">(c) each of its present and future accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby,</p> <p data-bbox="359 629 1091 707">(d) book and other debts, revenue and monetary claims owing to it and any proceeds of those debts, revenue and claims and all Related Rights,</p> <p data-bbox="359 730 1110 931">(e) patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how, database rights and other intellectual property rights and interests to which it is entitled (including the intellectual property listed in Paragraph 7 (Intellectual Property)) below, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,</p> <p data-bbox="359 954 1110 1032">(f) plant, machinery, equipment, tools, furniture, fittings, installations, apparatus, computers, vehicles and other chattels and all Related Rights,</p> <p data-bbox="359 1055 1070 1111">(g) goodwill and rights and claims in relation to its uncalled share capital,</p> <p data-bbox="359 1133 1091 1189">(h) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,</p> <p data-bbox="359 1211 1091 1357">(i) stocks, shares, debentures, securities, disbursements, commercial papers and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Chargor and all Related Rights, and</p> <p data-bbox="359 1379 1110 1435">(j) each of the assets which are specified in Paragraph (Assignment by way of Security) above</p> <p data-bbox="359 1458 624 1491"><b>4 FLOATING CHARGE</b></p> <p data-bbox="359 1514 1110 1648">(a) The Chargor with full title guarantee has charged in favour of the Trustee (as trustee for the Secured Parties), with the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Chargor, excluding any future acquired leasehold or freehold property</p> <p data-bbox="359 1671 1110 1805">(b) The floating charge created by Paragraph 4(a) above shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Credit Documents in favour of the Trustee (as trustee for the Secured Parties) as security for the Secured Obligations</p> <p data-bbox="359 1827 1110 1883">(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Paragraph 4(a) above</p>	

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## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>(d) The Trustee may at any time, while the Debenture is enforceable in accordance with its terms, by notice to the Chargor convert the floating charge constituted under this Paragraph 4 (Floating Charge) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice</p> <p>(e) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under this Paragraph 4 (Floating charge) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon the occurrence of an Administration Event</p> <p>5 PROVISIONS AS TO SECURITY</p> <p>5.1 Restriction on dealings</p> <p>Except where agreed in writing by the Trustee and subject in each case to the terms of the Credit Agreement, the Chargor will not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets</p> <p>5.2 Negative pledge</p> <p>The Debenture contains a negative pledge</p> <p>5.3 Further assurance</p> <p>The Debenture contains covenants for further assurance</p> <p>6 ACCOUNTS</p> <p>Account Holder The Chargor Account Name USD Account Account Number 08797027 Name/Address of Bank Wells Fargo Bank, N A , One Plantation Place, 30 Fenchurch Street, London, EC3M 3BD</p> <p>Account Holder The Chargor Account Name GBP Account Account Number 08797036 Name/Address of Bank Wells Fargo Bank, N A , One Plantation Place, 30 Fenchurch Street, London, EC3M 3BD</p> <p>Account Holder The Chargor Account Name EUR Account Account Number 08797166 Name/Address of Bank Wells Fargo Bank, N A , One Plantation Place, 30 Fenchurch Street, London, EC3M 3BD</p>	

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**A4**

### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged.
Short particulars	<p>Account Holder The Chargor Account Name USD Account Account Number 08797028 Name/Address of Bank Wells Fargo Bank, N A , One Plantation Place, 30 Fenchurch Street, London, EC3M 3BD</p> <p>Account Holder The Chargor Account Name GBP Account Account Number 08797037 Name/Address of Bank Wells Fargo Bank, N A , One Plantation Place, 30 Fenchurch Street, London, EC3M 3BD</p> <p>Account Holder The Chargor Account Name EUR Account Account Number 08797167 Name/Address of Bank Wells Fargo Bank, N A , One Plantation Place, 30 Fenchurch Street, London, EC3M 3BD</p> <p><b>7 INTELLECTUAL PROPERTY</b></p> <p>Publication No CN 101802030 Patent Application No CN 200880106869 7 Date Published 8 November 2010 Country China Title Improved Process for Preparing Tinted Polymers</p> <p>Publication No EP2188317 Patent Application No EP20080801888 Date Published 26 May 2010 Country Europe Title Improved Process for Preparing Tinted Polymers</p> <p>Publication No JP 2010539263 Patent Application No JP2010-524385 Date Published 16 December 2010 Country Japan Title Improved Process for Preparing Tinted Polymers</p> <p>Publication No US2011092659 Patent Application No US 12/678,022 Date Published April 21, 2011 Country US Title Improved Process for Preparing Tinted Polymers</p> <p><b>8 INSURANCE POLICIES</b></p> <p>Carrier Chartis Europe Limited Policy Number AR/BIB20643 Expiration Date March 24, 2013 Type Property Amount \$75,000,000</p>



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### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged.
Short particulars	<p>Carrier Lloyd's of London Policy Number D000721201 Expiration Date March 24, 2013 Type Excess Property Amount \$50,000,000</p> <p>Carrier Insurance Co of State of PA Policy Number W511002903 Expiration Date December 1, 2012 Type General Liability Insurance Limit of Liability \$1,000,000</p> <p>Carrier Lloyds of London Policy Number 11XC45298001 Expiration Date December 1, 2012 Type Pollution Liability Limit \$10,000,000</p> <p>Carrier Chartis Specialty Insurance Co Policy Number EGU7172777 Expiration Date December 1, 2012 Type Umbrella Liability — this is over General Liability, Auto Liability &amp; Employers Liability Limit of Liability \$14,000,000</p> <p><b>9 DEFINITIONS</b></p> <p>"Accounts" shall mean each of the accounts listed in Paragraph 6 (Accounts) of this form as the same may be re-designated, substituted or replaced from time to time, and any other bank account of the Chargor from time to time</p> <p>"Account Bank" shall mean Wells Fargo Bank, N A or such other bank with which any Account is maintained or opened</p> <p>"Additional Credit Party" shall mean each Person that becomes a Guarantor by execution of a Joinder Agreement in accordance with Section 5 10 of the Credit Agreement</p> <p>"Administrative Agent" or "Agent" means Citizens Bank of Pennsylvania and shall include any successors in such capacity</p> <p>"Administration Event" shall mean (a) presentation of an application to the court for the making of an administration order in relation to the Chargor, or (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court</p> <p>"Affiliate" shall mean, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the Person specified</p>

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A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"Assigned Agreements" shall mean any contracts from time to time designated as an Assigned Agreement by the Trustee</p> <p>"Assignment and Assumption" shall mean an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9 6 of the Credit Agreement), and accepted by the Administrative Agent, in substantially the form of Exhibit 1 1(b) to the Credit Agreement or any other form approved by the Administrative Agent</p> <p>"Bank Product" shall mean any of the following products, services or facilities extended to any Credit Party or any Subsidiary by any Bank Product Provider (a) Cash Management Services, (b) products under any Hedging Agreement, and (c) commercial credit card, purchase card and merchant card services, provided, however, that for any of the foregoing to be included as "Credit Party Obligations" for purposes of a distribution under Section 2 11 (b) of the Credit Agreement, the applicable Bank Product Provider must have previously provided a Bank Product Provider Notice to the Administrative Agent which shall provide the following information (i) the existence of such Bank Product and (n) the maximum dollar amount (if reasonably capable of being determined) of obligations arising thereunder (the "Bank Product Amount") The Bank Product Amount may be changed from time to time upon written notice to the Administrative Agent by the Bank Product Provider Any Bank Product established from and after the time that the Lenders have received written notice from the Company or the Administrative Agent that an Event of Default exists, until such Event of Default has been waived in accordance with Section 9 1 of the Credit Agreement, shall not be included as "Credit Party Obligations" for purposes of a distribution under Section 2 11 (b) of the Credit Agreement</p> <p>"Bank Product Amount" shall have the meaning set forth in the definition of Bank Product</p> <p>"Bank Product Debt" shall mean the Indebtedness and other obligations of any Credit Party or Subsidiary relating to Bank Products</p> <p>"Bank Product Provider" shall mean any Person that provides Bank Products to a Credit Party or any Subsidiary to the extent that (a) such Person is a Lender, an Affiliate of a Lender or any other Person that was a Lender (or an Affiliate of a Lender) at the time it entered into the Bank Product but has ceased to be a Lender (or whose Affiliate has ceased to be a Lender) under the Credit Agreement or (b) such Person is a Lender or an Affiliate of a Lender on the Closing Date and the Bank Product was entered into on or prior to the Closing Date (even if such Person ceases to be a Lender or such Person's Affiliate ceased to be a Lender)</p> <p>"Bank Product Provider Notice" shall mean a notice substantially in the form of Exhibit 1 1(f) to the Credit Agreement</p>	

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A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="347 427 1050 456">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="347 486 1086 568">"Bankruptcy Code" shall mean the Bankruptcy Code in Title 11 of the United States Code, as amended, modified, succeeded or replaced from time to time</p> <p data-bbox="347 598 959 627">"Borrowers" shall mean the Company and the Chargor</p> <p data-bbox="347 656 1059 712">"British Pounds Sterling" shall mean British pounds sterling, the lawful currency of the United Kingdom</p> <p data-bbox="347 741 1102 1155">"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in Boston, Massachusetts or New York, New York are authorised or required by law to close, provided, however, that (a) when used in connection with a rate determination, borrowing or payment in respect of a LIBOR Rate Loan, the term "Business Day" shall also exclude any day on which banks in London, England are not open for dealings in Dollar deposits in the London interbank market (b) with respect to any Loan or Letter of Credit denominated in a Foreign Currency, the term "Business Day" shall also exclude any day that is not a Target Settlement Day and (c) in the case of a Loan or Letter of Credit denominated in a Foreign Currency, the term "Business Day" shall also exclude any day on which commercial banks in the home country of such Foreign Currency are authorised or required by law to close</p> <p data-bbox="347 1184 1086 1267">"Capital Lease" shall mean any lease of property, real or personal, the obligations with respect to which are required to be capitalised on a balance sheet of the lessee in accordance with GAAP</p> <p data-bbox="347 1274 1070 1357">"Capital Lease Obligations" shall mean the capitalised lease obligations relating to a Capital Lease determined in accordance with GAAP</p> <p data-bbox="347 1386 1094 1603">"Cash Management Services" shall mean any services provided from time to time to any Credit Party or Subsidiary in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automatic clearinghouse, controlled disbursement, depository, electronic funds transfer, information reporting, lockbox, stop payment, overdraft and/or wire transfer services and all other treasury and cash management services</p>

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A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="359 436 1038 472">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="359 495 1102 1323">"Change of Control" shall mean the occurrence of any of the following (a) any Person or two or more Persons (other than the Initial Investors) acting in concert shall have acquired beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934) directly or indirectly, of Voting Stock of the Company (or other securities convertible into such Voting Stock) representing 30% or more of the combined voting power of all Voting Stock of the Company, or (b) during any period of up to 24 consecutive months, commencing after the date of the Credit Agreement, the majority of the members of the board of directors of the Company shall no longer be composed of individuals (i) who were members of the board of directors on the first day of such period or (u) whose election or nomination to the board of directors was approved by individuals referred to in clause (i) above constituting, at the time of such election or nomination, at least a majority of the board of directors of the Company or, if directors are nominated by a committee of the board of directors of the Company, constituting at the time of such nomination, at least a majority of such committee, or (c) any Person or two or more Persons (other than the Initial Investors) acting in concert shall have acquired by contract (other than customary employment contracts for seniors officers) or otherwise, or shall have entered into a contract or arrangement that, upon consummation, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management policies of the Company, or (d) any "Change of Control" or similar occurrence as defined in the Convertible Notes or the Note Indenture (so long as any Indebtedness is outstanding under the Convertible Notes), or (e) the Company shall fail, directly or indirectly, to legally and beneficially own 100% of the Equity Interests of the Chargor</p> <p data-bbox="359 1346 1102 1536">"Charged Assets" shall mean each of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Trustee by or pursuant to the Debenture and the Legal Charge, excluding all Floating Charge Assets until the crystallisation of the floating charge constituted under Clause 4 1 (Floating charge) of the Debenture over any such Floating Charge Assets</p> <p data-bbox="359 1559 1034 1615">"Chargor Revolving Loans" shall have the meaning set forth in Section 2 1(a) of the Credit Agreement</p> <p data-bbox="359 1637 1102 1861">"Charter Oak Notes" shall mean (a) that certain Subordinated Promissory Note, dated December 31, 2004, issued by the Company to Charter Oak Partners, a Connecticut limited partnership, in an original principal amount of \$4,874,510 00 and (b) that certain Subordinated Promissory Note, dated December 31, 2004, issued by the Company to Charter Oak Partners, L P , a Delaware limited partnership, in an original principal amount of \$1,225,490 00, in each case as in effect on the Closing Date</p>

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## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"Citizens" shall mean Citizens Bank of Pennsylvania, a national banking association, together with its successors and/or assigns</p> <p>"Closing Date" shall mean 30 October, 2012</p> <p>"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time</p> <p>"Collateral" shall mean a collective reference to the collateral which is identified in, and at any time will be covered by, the Security Documents and any other property or assets of a Credit Party or a U K Guarantor, whether tangible or intangible and whether real or personal, that may from time to time secure the Credit Party Obligations, provided that there shall be excluded from the Collateral (a) any account, instrument, chattel paper or other obligation or property of any kind due from, owed by, or belonging to, a Sanctioned Person or Sanctioned Entity or (b) any lease in which the lessee is a Sanctioned Person or Sanctioned Entity</p> <p>"Commitment" shall mean the Revolving Commitments, the LOC Commitment, the Term Loan Commitments and the Swingline Commitment, individually or collectively, as appropriate</p> <p>"Commitment Percentage" shall mean the Revolving Commitment Percentage and/or the Term Loan Commitment Percentage, as appropriate</p> <p>"Commonly Controlled Entity" shall mean an entity, whether or not incorporated, which is under common control with the Company within the meaning of Section 4001(b)(1) of ERISA or is part of a group which includes the Company and which is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 412 of the Code to the extent required by such Section, Section 414(m) or 414(o) of the Code</p> <p>"Company" shall mean Geo Specialty Chemicals, Inc , an Ohio corporation</p> <p>"Company Revolving Loans" shall have the meaning set forth in Section 2.1(a) of the Credit Agreement</p> <p>"Consolidated" shall mean, when used with reference to financial statements or financial statement items of the Company and its Subsidiaries or any other Person, such statements or items on a consolidated basis in accordance with the consolidation principles of GAAP</p> <p>"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise "Controlling" and "Controlled" have meanings correlative thereto</p>	

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A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"Convertible Note Trustee" shall mean Wells Fargo Bank, National Association, as trustee under the Note Indenture and shall include any successors in such capacity</p> <p>"Convertible Notes" shall mean the "7 5% Senior Secured Convertible Notes due 2015" (such maturity date to be extended as of the Closing Date) outstanding on the Closing Date and issued by the Company pursuant to the Note Indenture, in an aggregate principal amount (as of the Closing Date) of \$61,638,274 43, as such notes are in effect on the date of the Credit Agreement or as amended in accordance with the Subordination Agreement</p> <p>"Credit Documents" shall mean the Credit Agreement, the Subordination Agreement, each of the Notes, any Joinder Agreement, any U K Guaranty, the Letters of Credit, LOC Documents and the Security Documents and all other agreements, documents, certificates and instruments delivered to the Administrative Agent or any Lender by any Credit Party in connection therewith (other than any agreement, document, certificate or instrument related to a Bank Product)</p> <p>"Credit Party" shall mean any of the Company, the Chargor or the Guarantors</p> <p>"Credit Party Obligations" shall mean, without duplication, (a) the Obligations and (b) for purposes of the Security Documents and all provisions under the other Credit Documents relating to the Collateral, the sharing thereof and/or payments from proceeds of the Collateral, all Bank Product Debt</p> <p>"Debtor Relief Laws" shall mean the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganisation, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect</p>	

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A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"Defaulting Lender" shall mean, subject to Section 2 21(b) of the Credit Agreement any Lender that, (a) has failed to (r) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded under the Credit Agreement unless such Lender notifies the Administrative Agent and the Company in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing has not been satisfied, or (n) pay to the Administrative Agent, any Issuing Lender, any Swingline Lender or any other Lender any other amount required to be paid by it under the Credit Agreement (including in respect of its participation in Letters of Credit or Swingline Loans) within two Business Days of the date when due, (b) has notified the Company, the Administrative Agent or any Issuing Lender or Swingline Lender in writing that it does not intend to comply with its funding obligations under the Credit Agreement, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan under the Credit Agreement and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Company, to confirm in writing to the Administrative Agent and the Company that it will comply with its prospective funding obligations under the Credit Agreement (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Company), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (n) had appointed for it a receiver custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganisation or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2 21(b) of the Credit Agreement) upon delivery of written notice of such determination to the Company, each Issuing Lender, each Swingline Lender and each Lender</p>	

# MR04 - continuation page

Statement of satisfaction in full or in part of a charge

**A4**

## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

"Deposit Account Control Agreement" shall mean an agreement, among a Credit Party, a depository institution, and the Administrative Agent, which agreement is in a form acceptable to the Administrative Agent and which provides the Administrative Agent with "control" (as such term is used in Article 9 of the UCC) over the deposit account(s) described therein, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time

"Dollars" and "\$" shall mean dollars in lawful currency of the United States of America

"Domestic Subsidiary" shall mean any Subsidiary that is organised and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia

"Eligible Assignee" shall have the meaning given to it in the Credit Agreement

"EMU" shall mean the economic and monetary union as contemplated in the Treaty on European Union (Official Journal C 191, July 29, 1992)

"EMU Legislation" shall mean legislative measures of the European Council (including, without limitation, European Council regulations) for the introduction of, changeover to or operation of a single or unified European currency (whether known as the Euro or otherwise), being in part the implementation of the third stage of EMU

"Equity Interests" shall mean (a) in the case of a corporation, capital stock, (b) in the case of an association or business entity, any and all shares, interests participations, rights or other equivalents (however designated) of capital stock, (c) in the case of a partnership, partnership interests (whether general, preferred or limited), (d) in the case of a limited liability company, membership interests and (e) any other interest or participation that confers or could confer on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the Issuing Person, without limitation, options, warrants and any other "equity security" as defined in Rule 3a11-1 of the Exchange Act

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time

"Euro" shall mean the single currency of Participating Member States of the European Union



# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged
Short particulars	<p>Please give the short particulars of the property or undertaking charged.</p> <p>"Eurodollar Reserve Percentage" shall mean for any day, the percentage (expressed as a decimal and rounded upwards, if necessary, to the next higher 1/100th of 1%) which is in effect for such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any basic, supplemental or emergency reserves) in respect of Eurocurrency liabilities, as defined in Regulation D of such Board as in effect from time to time, or any similar category of liabilities for a member bank of the Federal Reserve System in New York City</p> <p>"Event of Default" shall mean the occurrence of the following specified events, provided, however, that any requirement for the giving of notice or the lapse of time, or both, or any other condition, has been satisfied</p> <p>(a) Payment (i) Any Credit Party shall fail to pay any principal on any Loan or Note when due (whether at maturity, by reason of acceleration or otherwise) in accordance with the terms of the Credit Agreement or thereof, or (ii) any Credit Party shall fail to reimburse the Issuing Lender for any LOC Obligations when due (whether at maturity, by reason of acceleration or otherwise) in accordance with the terms of the Credit Agreement, or (iii) any Credit Party shall fail to pay any interest on any Loan or any fee or other amount payable under the Credit Agreement when due (whether at maturity, by reason of acceleration or otherwise) in accordance with the terms of the Credit Agreement and such failure shall continue unremedied for three Business Days, or (iv) (A) any Guarantor shall fail to pay on the Guaranty in respect of any of the foregoing or in respect of any other Guaranty Obligations under the Credit Agreement (after giving effect to the grace period in clause (iii)) or (B) any U K Guarantor shall fail to pay on any U K Guaranty in respect of any of the foregoing applicable to the Chargor or any U K Guarantor or in respect of any other obligations under such U K Guaranty (after giving effect to the grace period in clause (iii)), or</p> <p>(b) Misrepresentation Any representation or warranty made or deemed made under the Credit Agreement, in the Security Documents or in any of the other Credit Documents or which is contained in any certificate or financial statements furnished at any time under or in connection with the Credit Agreement shall prove to have been (i) with respect to representations and warranties that contain a materiality qualification, incorrect or false on or as of the date made or deemed made and (n) with respect to representations and warranties that do not contain a materiality qualification, incorrect or false in any material respect on or as of the date made or deemed made, or</p>

MR04 - continuation page  
Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	<p>Please give the short particulars of the property or undertaking charged.</p> <p>(c) Covenant Default</p> <p>(i) Any Credit Party shall fail to perform, comply with or observe any term, covenant or agreement applicable to it contained in Sections 5 1, 5 2, 5 4 of the Credit Agreement (solely if a Credit Party is not in good standing in its jurisdiction or organisation), 5 7, 5 9, 5 11, 5 13, 5 15 or Article VI of the Credit Agreement, or</p> <p>(ii) Any Credit Party or U K Guarantor shall fail to comply with any other covenant contained in the Credit Agreement or the other Credit Documents or any other agreement, document or instrument among any Credit Party or U K Guarantor, the Administrative Agent and the Lenders or executed by any Credit Party or U K Guarantor in favor of the Administrative Agent or the Lenders (other than as described in clause (a) or (c)(i) of this definition) and, with respect to this clause (ii) only, such breach or failure to comply is not cured within thirty days of its occurrence, or</p> <p>(d) Indebtedness Cross-Default (i) Any Credit Party or any of its Subsidiaries shall default in any payment of principal of or interest on any Indebtedness (other than the Loans, Reimbursement Obligations, the Guaranty, the U K Guaranty, the Convertible Notes and the Charter Oak Notes) in a principal amount outstanding of at least \$1,000,000 for the Credit Parties and any of their Subsidiaries in the aggregate, provided in the instrument or agreement under which such Indebtedness was created, or (ii) any Credit Party or any of its Subsidiaries shall default in the observance or performance of any other agreement or condition relating to any Indebtedness (other than the Loans, Reimbursement Obligations, the Guaranty, the U K Guaranty, the Convertible Notes and the Charter Oak Notes) in a principal amount outstanding of at least \$1,000,000 in the aggregate for the Credit Parties and their Subsidiaries or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or to be repurchased, prepaid, deferred or redeemed (automatically or otherwise), or (iii) any Credit Party or any of its Subsidiaries shall breach or default any payment under any Hedging Agreement that is a Bank Product, or (iv) there shall exist at any time a default or event of default (that is not waived or cured within the applicable period of grace) under the Convertible Notes or the Note Indenture, or</p>	

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## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

(e) Other Cross-Defaults The Credit Parties or any of their Subsidiaries shall default in (i) the payment when due under any Matenal Contract or (ii) the performance or observance, of any obligation or condition of any Matenal Contract and, in the case of this clause (ii) only, such failure to perform or observe such other obligation or condition continues unremedied for a period of thirty days after notice of the occurrence of such default unless, but only as long as, the existence of any such default is being contested by the Credit Parties in good faith by appropriate proceedings and adequate reserves in respect thereof have been established on the books of the Credit Parties to the extent required by GAAP, or

(f) Bankruptcy Default (i) A Credit Party or any of its Subsidiaries shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganisation or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganisation, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or a Credit Party or any of its Subsidiaries shall make a general assignment for the benefit of its creditors, or (ii) there shall be commenced against a Credit Party or any of its Subsidiaries any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty days, or (iii) there shall be commenced against a Credit Party or any of its Subsidiaries any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of their assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty days from the entry thereof, or (iv) a Credit Party or any of its Subsidiaries shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above, or (v) a Credit Party or any of its Subsidiaries shall generally not, or shall be unable to, or shall admit in writing their inability to, pay its debts as they become due, or

(g) Judgment Default (i) One or more judgments or decrees shall be entered against a Credit Party or any of its Subsidiaries involving in the aggregate a liability (to the extent not covered by insurance) of \$1,000,000 or more and all such judgments or decrees shall not have been paid and satisfied, vacated, discharged, stayed or bonded pending appeal within thirty days from the entry thereof or (ii) any injunction, temporary restraining order or similar decree shall be issued against a Credit Party or any of its Subsidiaries that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect, or

## MR04 - continuation page

Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged.
	<p>(h) ERISA Default The occurrence of any of the following (i) Any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any "accumulated funding deficiency" (as defined in Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan (other than a Permitted Lien) shall arise on the assets of the Credit Parties or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) a Credit Party, any of its Subsidiaries or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganisation of, any Multiemployer Plan or (vi) any other similar event or condition shall occur or exist with respect to a Plan, or</p> <p>(i) Change of Control There shall occur a Change of Control, or</p> <p>(j) Invalidity of Guaranty At any time after the execution and delivery thereof, the Guaranty, for any reason other than the satisfaction in full of all Credit Party Obligations, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void, or any Credit Party shall contest the validity, enforceability, perfection or priority of the Guaranty, any Credit Document, or any Lien granted thereunder in writing or deny in writing that it has any further liability, including with respect to future advances by the Lenders, under any Credit Document to which it is a party, or</p> <p>(k) Invalidity of Credit Documents Any Credit Document shall fail to be in full force and effect or to give the Administrative Agent and/or the Lenders the security interests, liens, rights, powers, priority and privileges purported to be created thereby (except as such documents may be terminated or no longer in force and effect in accordance with the terms thereof, other than those indemnities and provisions which by their terms shall survive) or any Lien shall fail to be a first priority (subject to Permitted Liens), perfected Lien on a material portion of the Collateral (except as otherwise permitted by the Credit Agreement),</p> <p>(l) Subordinated Debt Any default (which is not waived or cured within the applicable period of grace) or event of default shall occur under any Subordinated Debt or the subordination provisions contained therein shall cease to be in full force and effect or shall cease to give the Lenders the rights, powers and privileges purported to be created thereby,</p>

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## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>(m) Classification as Senior Debt The Credit Party Obligations shall cease to be classified as "Senior Indebtedness," "Designated Senior Indebtedness" or any similar designation under any Subordinated Debt instrument, or</p> <p>(n) Uninsured Loss Any uninsured damage to or loss theft or destruction of any assets of the Credit Parties or any of their Subsidiaries shall occur that is in excess of \$1,000,000</p> <p>"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended</p> <p>"Floating Charge Asset" shall mean any of the assets and undertaking of the Chargor which is not expressed to be the subject of any fixed Security granted in favour of the Trustee as security for the Secured Obligations but which is the subject of the floating charge constituted under Clause 4 1 (Floating charge) of the Debenture</p> <p>"Foreign Currency" shall mean (a) Euros and (b) British Pounds Sterling</p> <p>"GAAP" has the meaning given to it in the Credit Agreement</p> <p>"Governmental Authority" shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank)</p> <p>"Guarantor" shall mean the Domestic Subsidiaries of the Company as are, or may from time to time become parties to the Credit Agreement</p> <p>"Guaranty" shall mean the guaranty of the Guarantors set forth in Article X of the Credit Agreement</p>	

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"Guaranty Obligations" shall mean, with respect to any Person, without duplication, any obligations of such Person (other than endorsements in the ordinary course of business of negotiable instruments for deposit or collection) guaranteeing or intended to guarantee any Indebtedness of any other Person in any manner, whether direct or indirect, and including, without limitation, any obligation, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting security therefor, (b) to advance or provide funds or other support for the payment or purchase of any such Indebtedness or to maintain working capital, solvency or other balance sheet condition of such other Person (including, without limitation, keep well agreements, maintenance agreements, comfort letters or similar agreements or arrangements) for the benefit of any holder of Indebtedness of such other Person, (c) to lease or purchase property, securities or services primarily for the purpose of assuring the holder of such Indebtedness, or (d) to otherwise assure or hold harmless the holder of such Indebtedness against loss in respect thereof. The amount of any Guaranty Obligation under the Credit Agreement shall (subject to any limitations set forth therein) be deemed to be an amount equal to the outstanding principal amount (or maximum principal amount, if larger) of the Indebtedness in respect of which such Guaranty Obligation is made.</p> <p>"Hedging Agreements" shall mean, with respect to any Person, any agreement entered into to protect such Person against fluctuations in interest rates, or currency or raw materials values, including, without limitation, any interest rate swap, cap or collar agreement or similar arrangement between such Person and one or more counterparties, any foreign currency exchange agreement, currency protection agreements, commodity purchase or option agreements or other interest or exchange rate hedging agreements.</p> <p>"Incremental Term Facility" shall have the meaning set forth in Section 2.22 of the Credit Agreement.</p>	

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"Indebtedness" shall mean, with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, or upon which interest payments are customarily made, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business) (d) all obligations (including, without limitation, earnout obligations) of such Person incurred, issued or assumed as the deferred purchase price of property or services purchased by such Person (other than trade debt incurred in the ordinary course of business and due within six months of the incurrence thereof) which would appear as liabilities on a balance sheet of such Person, (e) all obligations of such Person under take-or-pay or similar arrangements or under commodities agreements, (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all Guaranty Obligations of such Person with respect to Indebtedness of another Person, (h) the principal portion of all Capital Lease Obligations plus any accrued interest thereon, (i) all net obligations of such Person under Hedging Agreements, (j) the maximum amount of all letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed), (k) all preferred Equity Interests issued by such Person and which by the terms thereof could be (at the request of the holders thereof or otherwise) subject to mandatory sinking fund payments, redemption or other acceleration, (l) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product plus any accrued interest thereon, (m) all obligations of any partnership or unincorporated joint venture in which such Person is a general partner or a joint venturer and (n) obligations of such Person under non-compete agreements to the extent such obligations are quantifiable contingent obligations of such Person under GAAP principles</p>	

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged
Short particulars	<p>Please give the short particulars of the property or undertaking charged.</p> <p>"Initial Investors" shall mean any of (a) BlackRock Debt Strategies Fund, Inc , BlackRock Floating Rate Income Strategies Fund, Inc , BlackRock Senior High Income Fund, Inc , BlackRock Global Investment Senes — Income Strategies Portfolio, R3 Capital Partners Master, L P , Value Credit Partners (Offshore) Master, L P , Value Credit Partners, L P , The Obsidian Master Fund, (b) DWS Short Duration Fund, DWS Global High Income Fund, DWS Unconstrained Income VIP, DWS High Income Trust, DWS High Income Fund, DWS High Income VIP, DWS Unconstrained Income Fund, DWS Strategic Income Trust, DWS Multi Market Income Trust, DWS Global Income Builder Fund and DWS Global Income Builder VIP and (c) SOLA Ltd , Solus Core Opportunities Master Fund Ltd and Solus Investment Co LLC, and each of their respective affiliates</p> <p>"Insolvency" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of such term as used in Section 4245 of ERISA</p> <p>"Insurance Policy" shall mean any policy of insurance or assurance in which the Chargor may at any time have an interest entered into in accordance with the Credit Documents or otherwise (including, but not limited to those specified in Paragraph 8 (Insurance Policies) of this form</p> <p>"Interest Period" shall mean, with respect to any LI BOR Rate Loan has the meaning to it in the Credit Agreement</p> <p>"Issuing Lender" shall mean Citizens together with any successor</p> <p>"Joinder Agreement" shall mean a Joinder Agreement in substantially the form of Exhibit 1 1(c) to the Credit Agreement, executed and delivered by an Additional Credit Party in accordance with the provisions of Section 5 10 of the Credit Agreement</p> <p>"Legal Charge" shall mean the legal charge in respect of the Real Property between the Chargor and the Trustee substantially in the form of Schedule 8 (Form of Legal Charge) of the Debenture</p> <p>"Lender" shall mean any of the several banks and other financial institutions as are, or may from time to time become parties to the Credit Agreement, provided that notwithstanding the foregoing, "Lender" shall not include any Credit Party or any of the Credit Party's Affiliates or Subsidiaries</p>



# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>"Letter of Credit" shall mean (a) any letter of credit issued by the Issuing Lender pursuant to the terms of the Credit Agreement, as such letter of credit may be amended, modified, restated, extended, renewed, increased, replaced or supplemented from time to time in accordance with the terms of the Credit Agreement and (b) any existing Letter of Credit, in each case as such letter of credit may be amended, modified, extended, renewed or replaced from time to time in accordance with the terms of the Credit Agreement</p> <p>"LIBOR" shall mean, for any LIBOR Rate Loan for any Interest Period therefor, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) appearing on Reuters Screen LIBOR01 Page (or any successor page) and, in the case of a Foreign Currency, the appropriate page of the Reuters Screen which displays British Bankers Association Interest Settlement Rates for deposits in such Foreign Currency, as the London interbank offered rate for deposits in Dollars or such Foreign Currency at approximately 11 00 A M (London time) two Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period. If for any reason such rate is not available, then "LIBOR" shall mean the rate per annum at which, as determined by the Administrative Agent in accordance with its customary practices, Dollars or such Foreign Currency in an amount comparable to the Loans then requested are being offered to leading banks at approximately 11 00 A M London time, two Business Days prior to the commencement of the applicable Interest Period for settlement in immediately available funds by leading banks in the London interbank market for a period equal to the Interest Period selected With respect to any LIBOR Rate Loan denominated in British Pounds Sterling or Euros, for any Interest Period, "LIBOR" shall mean the rate equal to the sum of (A) the rate determined in accordance with the foregoing terms of this definition plus (B) any Mandatory Cost for such Interest Period</p> <p>"LIBOR Rate" shall mean a rate per annum (rounded upwards, if necessary, to the next higher 1/100th of 1%) determined by the Administrative Agent pursuant to the following formula</p> $\text{LIBOR Rate} = \frac{\text{LIBOR}}{10 - \text{Eurodollar Reserve Percentage}}$ <p>"LIBOR Rate Loan" shall mean Loans the rate of interest applicable to which is based on the LIBOR Rate</p>	

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## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, (a) any conditional sale or other title retention agreement and any Capital Lease having substantially the same economic effect as any of the foregoing and (b) the filing of, or the agreement to give, any UCC financing statement)

"Loan" shall mean a Revolving Loan, the Term Loan, a Swingline Loan and/or an Incremental Term Facility (if any), as appropriate

"LOC Commitment" shall mean the commitment of the Issuing Lender to issue Letters of Credit and with respect to each Revolving Lender, the commitment of such Revolving Lender to purchase Participation Interests in the Letters of Credit up to such Lenders LOC Commitment as specified in Schedule 2 1(a) to the Credit Agreement, as such amount may be reduced from time to time in accordance with the provisions of the Credit Agreement

"LOC Documents" shall mean, with respect to each Letter of Credit, such Letter of Credit, any amendments thereto, any documents delivered in connection therewith, any application therefor, and any agreements, instruments, guarantees or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for (a) the rights and obligations of the parties concerned or (b) any collateral for such obligations

"LOC Obligations" shall mean, at any time, the sum of (a) the maximum amount which is, or at any time thereafter may become, available to be drawn under Letters of Credit then outstanding, assuming compliance with all requirements for drawings referred to in such Letters of Credit plus (b) the aggregate amount of all drawings under Letters of Credit honored by the Issuing Lender but not theretofore reimbursed

"Mandatory Cost" means, with respect to any period, the percentage rate per annum determined in accordance with Schedule 1 01 to the Credit Agreement

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## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="341 412 1050 441">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="341 472 1114 864">"Material Adverse Effect" shall mean a material adverse effect on (a) the business, operations, property, assets, condition (financial or otherwise) or prospects of the Company or of the Credit Parties and their Subsidiaries taken as a whole, (b) the ability of any Borrower, any other Credit Party or any U K Guarantor to perform its obligations, when such obligations are required to be performed, under the Credit Agreement, any of the Notes or any other Credit Document or (c) the validity or enforceability of the Credit Agreement, any of the Notes or any of the other Credit Documents, the Administrative Agent's Liens (for the benefit of the Secured Parties) on the Collateral or the priority of such Liens (solely to the extent of any action or inaction by any Credit Party or its Subsidiaries) or the rights or remedies of the Administrative Agent or the Lenders under the Credit Agreement or thereunder</p> <p data-bbox="341 893 1114 1285">"Material Contract" shall mean (a) any contract or other agreement listed on Schedule 3 23 to the Credit Agreement, (b) any contract or other agreement, written or oral, of the Credit Parties or any of their Subsidiaries involving monetary liability of any such Person in an amount in excess of \$5,000,000 per annum, (c) any contract or other agreement, written or oral, of the Credit Parties or any of their Subsidiaries representing at least \$5,000,000 of the total Consolidated revenues of the Credit Parties and their Subsidiaries for any fiscal year and (d) any other contract, agreement, permit or license, written or oral, of the Credit Parties or any of their Subsidiaries as to which the breach, non-performance, cancellation or failure to renew by any party thereto, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect</p> <p data-bbox="341 1314 1098 1456">"Mortgage Instrument" shall mean any mortgage, deed of trust or deed to secure debt executed by a Credit Party in favor of the Administrative Agent, for the benefit of the Secured Parties, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time</p> <p data-bbox="341 1485 1114 1597">"Mortgaged Property" shall mean all the land registered with leasehold title absolute at the Land Registry under title number HP628224 and known as land and buildings east side of Charleston Road, Fawley</p> <p data-bbox="341 1626 1114 1682">"Multiemployer Plan" shall mean a Plan that is a multiemployer plan as defined in Section 4001(a) (3) of ERISA</p> <p data-bbox="341 1711 1114 1794">"Note" or "Notes" shall mean the Revolving Loan Notes, the Term Loan Notes and/or the Swingline Loan Note, collectively, separately or individually, as appropriate</p> <p data-bbox="341 1823 1114 1989">"Note Indenture" shall mean that certain Third Amended and Restated Indenture dated as of October 30, 2012 (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time in accordance with the Subordination Agreement) between the Company and Wells Fargo Bank, National Association, as trustee</p>

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	<p data-bbox="373 439 1043 465">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="373 495 1101 891">"Obligations" shall mean, collectively, all of the obligations, indebtedness and liabilities of the Credit Parties and the U K Guarantors to the Lenders (including the Issuing Lender) and the Administrative Agent, whenever arising, under the Credit Agreement, the Notes or any of the other Credit Documents, including principal, interest, fees, costs, charges, expenses, professional fees, reimbursements, all sums chargeable to the Credit Parties or for which any Credit Party is liable as an indemnitor and whether or not evidenced by a note or other instrument and indemnification obligations and other amounts (including, but not limited to, any interest accruing after the occurrence of a filing of a petition of bankruptcy under the Bankruptcy Code with respect to any Credit Party or U K Guarantor, regardless of whether such interest is an allowed claim under the Bankruptcy Code)</p> <p data-bbox="373 920 1086 969">"OFAC" shall mean the U S Department of the Treasury's Office of Foreign Assets Control</p> <p data-bbox="373 999 1094 1048">"Participating Member State" shall mean each country so described in any EMU Legislation</p> <p data-bbox="373 1077 1098 1182">"Participation Interest" shall mean a participation interest purchased by a Revolving Lender in LOC Obligations as provided in Section 2 3(c) of the Credit Agreement and in Swingline Loans as provided in Section 2 4 of the Credit Agreement</p> <p data-bbox="373 1211 1038 1261">"PBGC" shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA</p> <p data-bbox="373 1290 1090 1339">"Permitted Liens" shall have the meaning set forth in Section 6 2 of the Credit Agreement</p> <p data-bbox="373 1368 1098 1447">"Person" shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity</p> <p data-bbox="373 1476 1094 1637">"Plan" shall mean, as of any date of determination, any employee benefit plan which is covered by Title IV of ERISA and in respect of which any Credit Party or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3 (5) of ERISA</p> <p data-bbox="373 1666 1090 1850">"Pledge Agreement" shall mean the Pledge Agreement dated as of the Closing Date executed by the Credit Parties (other than the Chargor) in favor of the Administrative Agent, for the benefit of the Secured Parties, as the same may from time to time be amended, modified, extended, restated, replaced, or supplemented from time to time in accordance with the terms of the Credit Agreement and thereof</p>	

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>"Real Property" shall mean (including all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights), the Mortgaged Property</p> <p>"Reimbursement Obligation" shall mean the obligation of the Company to reimburse the Issuing Lender pursuant to Section 2 3 (d) of the Credit Agreement for amounts drawn under Letters of Credit</p> <p>"Related Rights" shall mean, in relation to any asset (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and (d) any moneys and proceeds paid or payable in respect of that asset</p> <p>"Reorganisation" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is in reorganisation within the meaning of such term as used in Section 4241 of ERISA</p> <p>"Reportable Event" shall mean any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty-day notice period is waived under PBGC Reg §4043 or otherwise</p> <p>"Required Lenders" shall mean, as of any date of determination, Lenders holding at least a majority of (a) the outstanding Revolving Commitments and Term Loan or (b) if the Revolving Commitments have been terminated, the outstanding Loans and Participation Interests, provided, however, that if any Lender shall be a Defaulting Lender at such time, then there shall be excluded from the determination of Required Lenders, Obligations (including Participation Interests) owing to such Defaulting Lender and such Defaulting Lenders Commitments</p> <p>"Revolving Commitment" shall mean, with respect to each Revolving Lender, the commitment of such Revolving Lender to make Revolving Loans in an aggregate principal amount at any time outstanding up to an amount equal to such Revolving Lender's Revolving Commitment Percentage of the Revolving Committed Amount as specified in Schedule 2 1(a) to the Credit Agreement, as such amount may be reduced from time to time in accordance with the provisions of the Credit Agreement</p> <p>"Revolving Commitment Percentage" shall mean, for any Revolving Lender, the percentage identified as its Revolving Commitment Percentage on Schedule 2 1(a) to the Credit Agreement, or in the Assignment and Assumption pursuant to which such Lender became a Lender under the Credit Agreement, as such percentage may be modified in connection with any assignment made in accordance with the provisions of Section 9 6(b) of the Credit Agreement</p>	

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged
Short particulars	<p>Please give the short particulars of the property or undertaking charged.</p> <p>"Revolving Committed Amount" shall have the meaning set forth in Section 2 1(a) of the Credit Agreement</p> <p>"Revolving Lender" shall mean, as of any date of determination, a Lender holding a Revolving Commitment, a Revolving Loan or a Participation Interest on such date</p> <p>"Revolving Loan" shall have the meaning set forth in Section 2 1 of the Credit Agreement and shall be comprised of the Company Revolving Loans and the Chargor Revolving Loans</p> <p>"Revolving Loan Note - Chargor" shall mean the promissory notes of the Chargor provided pursuant to Section 2 1(e) of the Credit Agreement in favor of any of the Revolving Lenders evidencing the Chargor Revolving Loan provided by any such Revolving Lender pursuant to Section 2 1(a) of the Credit Agreement, individually or collectively, as appropriate, as such promissory notes may be amended, modified, extended, restated, replaced or supplemented from time to time</p> <p>"Revolving Loan Note - Company" shall mean the promissory notes of the Company provided pursuant to Section 2 1(e) of the Credit Agreement in favor of any of the Revolving Lenders evidencing the Revolving Loan provided by any such Revolving Lender pursuant to Section 2 1(a) of the Credit Agreement, individually or collectively, as appropriate, as such promissory notes may be amended, modified, extended, restated, replaced, or supplemented from time to time</p> <p>"Revolving Loan Notes" shall mean the Revolving Loan Notes - Company and /or the Revolving Loan Notes - Chargor, as applicable</p> <p>"Sanctioned Entity" shall mean (a) a country or a government of a country, (b) an agency of the government of a country, (c) an organisation directly or indirectly controlled by a country or its government, or (d) a person or entity resident in or determined to be resident in a country, that is subject to a country sanctions program administered and enforced by OFAC</p> <p>"Sanctioned Person" shall mean a person named on the list of Specially Designated Nationals maintained by OFAC</p> <p>"Secured Parties" shall mean the Administrative Agent, the Lenders and the Bank Product Providers</p> <p>"Securities Account Control Agreement" shall mean an agreement, among a Credit Party, a securities intermediary, and the Administrative Agent, which agreement is in a form reasonably acceptable to the Administrative Agent and which provides the Administrative Agent with "control" (as such term is used in Articles 8 and 9 of the UCC) over the securities (account(s) described therein, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time</p>

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## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"Security" shall mean 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</p> <p>"Security Agreement" shall mean the Security Agreement dated as of the Closing Date executed by the Credit Parties (other than the Chargor) in favor of the Administrative Agent, for the benefit of the Secured Parties, as amended, modified, extended, restated, replaced, or supplemented from time to time in accordance with its terms</p> <p>"Security Documents" shall mean the Security Agreement, the Pledge Agreement, the U K Collateral Documents, the Mortgage Instruments, any Deposit Account Control Agreement, any Securities Account Control Agreement and all other agreements, documents and instruments relating to, arising out of, or in any way connected with any of the foregoing documents granting to the Administrative Agent, for the benefit of the Secured Parties, Liens or security interests to secure, inter alia, the Credit Party Obligations (or, with respect to the U K Collateral Documents, the Obligations of the Chargor) whether now or hereafter executed and/or filed, each as may be amended from time to time in accordance with the terms of the Credit Agreement, executed and delivered in connection with the granting, attachment and perfection of the Administrative Agent's security interests and liens arising thereunder, including, without limitation, UCC financing statements</p> <p>"Security Period" shall mean the period beginning on the date of the Debenture and ending on the date on which the Trustee is satisfied that the Secured Obligations have irrevocably been discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor under any of the Credit Documents</p> <p>"Single Employer Plan" shall mean any Plan that is not a Multiemployer Plan</p> <p>"Subordinated Debt" shall mean (a) the Convertible Notes, (b) the Charter Oak Notes and (c) any other Indebtedness incurred by any Credit Party which by its terms is specifically subordinated in right of payment to the prior payment of the Credit Party Obligations and contains subordination and other terms reasonably acceptable to the Administrative Agent</p> <p>"Subordination Agreement" shall mean that certain Subordination Agreement, dated as of 30 October 2012, by and among the Company, the Chargor, the Administrative Agent and the Convertible Note Trustee (together with their permitted successors and assigns), as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time to the extent permitted under the Credit Agreement and thereunder</p>	

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="365 439 1043 470">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="365 499 1094 763">"Subsidiary" shall mean, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, limited liability company, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person</p> <p data-bbox="365 792 1090 1005">"Swingline Commitment" shall mean the commitment of the Swingline Lender to make Swingline Loans in an aggregate principal amount at any time outstanding up to the Swingline Committed Amount, and the commitment of the Revolving Lenders to purchase participation interests in the Swingline Loans as provided in Section 2 4(b)(ii) of the Credit Agreement, as such amounts may be reduced from time to time in accordance with the provisions of the Credit Agreement</p> <p data-bbox="365 1034 1099 1113">"Swingline Committed Amount" shall mean the amount of the Swingline Lender's Swingline Commitment as specified in Section 2 4(a) of the Credit Agreement</p> <p data-bbox="365 1142 1099 1193">"Swingline Lender shall mean Citizens and any successor swingline lender</p> <p data-bbox="365 1223 1086 1274">"Swingline Loan" shall have the meaning set forth in Section 2 4(a) of the Credit Agreement</p> <p data-bbox="365 1303 1094 1435">"Swingline Loan Note" shall mean the promissory note of the Company in favor of the Swingline Lender evidencing the Swingline Loans provided pursuant to Section 2 4(d) of the Credit Agreement, as such promissory note may be amended, modified, extended, restated, replaced, or supplemented from time to time</p> <p data-bbox="365 1464 1078 1626">"Target Settlement Day" means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System (or if such payment system ceases to be operative such other payment system (if any) reasonably determined by the Administrative Agent to be a suitable replacement) is open</p> <p data-bbox="365 1655 1085 1787">"Taxes" shall mean all present or future taxes, levies, imposts, duties, stamp, transaction, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto</p> <p data-bbox="365 1816 1067 1868">"Term Loan" shall have the meaning set forth in Section 2 2(a) of the Credit Agreement</p>



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## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>"Term Loan Commitment" shall mean, with respect to each Term Loan Lender, the commitment of such Term Loan Lender to make its portion of the Term Loan in a principal amount equal to such Term Loan Lender's Term Loan Commitment Percentage of the Term Loan Committed Amount</p> <p>"Term Loan Commitment Percentage" shall mean, for any Term Loan Lender, the percentage identified as its Term Loan Commitment Percentage on Schedule 2 1(a) to the Credit Agreement, or in the Assignment and Assumption pursuant to which such Lender became a Lender under the Credit Agreement, as such percentage may be modified in connection with any assignment made in accordance with the provisions of Section 9 6(b) to the Credit Agreement</p> <p>"Term Loan Committed Amount" shall have the meaning set forth in Section 2 2(a) of the Credit Agreement</p> <p>"Term Loan Lender" shall mean a Lender holding a Term Loan Commitment or a portion of the outstanding Term Loan</p> <p>"Term Loan Note" or "Term Loan Notes" shall mean the promissory notes of the Company (if any) in favor of any of the Term Loan Lenders evidencing the portion of the Term Loan provided by any such Term Loan Lender pursuant to Section 2 2(a) of the Credit Agreement, individually or collectively, as appropriate, as such promissory notes may be amended, modified, extended, restated, replaced, or supplemented from time to time</p> <p>"Trust Agreement" shall mean a trust agreement dated 30 October 2012 between, amongst others, the Trustee, the Secured Parties and the Chargor</p> <p>"Trustee" shall mean Citizens Banks of Pennsylvania (for itself and for each of the Secured Parties) or any person for the time being appointed as trustee in accordance with the Trust Agreement</p> <p>"UCC" shall mean the Uniform Commercial Code from time to time in effect in any applicable jurisdiction</p> <p>"U K Collateral Documents" shall mean (a) the U K Shares Charge, (b) the U K Debenture, (c) the Trust Agreement and (d) any U K Guaranty</p> <p>"U K Debenture" shall mean the Debenture, together with any other security now or in the future granted by any Subsidiary of the Company organised under the laws of England and Wales in favor of the Administrative Agent as security for the Secured Obligations (as defined in the U K Debenture)</p> <p>"U K Guarantors" shall mean those Subsidiaries of the Chargor that execute or become party to a U K Guaranty</p>	

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"U K Guaranty" shall mean a guaranty agreement executed by Subsidiaries of the Chargor in accordance with the requirements of Section 5 10(b) of the Credit Agreement, in form and substance reasonably satisfactory to the Administrative Agent, pursuant to which such Persons guaranty the Credit Party Obligations of the Chargor</p> <p>"U K Shares Charge" shall mean the shares charge dated on or about the Closing Date granted by the Company, as chargor in favor of the Administrative Agent, together with any other charge over shares now or in the future granted by the Company or any Subsidiary of the Company in favor of the Administrative Agent as security for the Secured Obligations (as defined in the U K Shares Charge)</p> <p>"VAT" shall mean value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature</p> <p>"Voting Stock" shall mean, with respect to any Person, Equity Interests issued by such Person the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even though the right so to vote may be or have been suspended by the happening of such a contingency</p>	