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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



01421481

Name of company

* Viking UK Gas Limited (the "Company")

Date of creation of the charge

9 June 2009

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

The first lien debenture (the "Debenture") dated 9 June 2009 between the
Company, UK Energy Systems Limited, RGS Energy Limited, Viking Petroleum UK
Limited and the First Lien Collateral Agent (as defined below).

Amount secured by the mortgage or charge

Please refer to Part 1 of the attached Continuation Sheets for definitions.

Please refer to Part 2 of the attached Continuation Sheets for amount
secured.

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

The Bank of New York Mellon (the "First Lien Collateral Agent")
600 East Las Colinas Boulevard, Suite 1300, Irving, Texas 75039, USA

Postcode

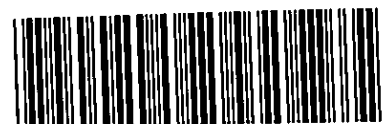
Presentor's name address and
reference (if any):

Shearman & Sterling LLP
Broadgate West
9 Appold Street
London
EC2A 2AP
Ref: 34848/3 / JS22167

Time critical reference
James Simpson

For official Use (06/2005)
Mortgage Section

Post room



LD2

19/06/2009
COMPANIES HOUSE

31

Please refer to Part 3 of the attached Continuation Sheets.

Part 4 of the attached Continuation Sheets contains covenants by and restrictions on the Company to protect and further define the security interests created pursuant to the Debenture and which must be read as part of those security interests.

Please refer to Part 1 of the attached Continuation Sheets for definitions.

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Shawman + Sterling (London) LLP Date 19 June 2009

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

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

† delete as appropriate

Notes

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

Continuation Sheets to Form 395

PART 1

Definitions

In this form 395, so far as the context admits, the following expressions have the following meanings:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

In this Form 395:

"Account Bank" means any bank or financial institution with which a Chargor maintains a bank account;

"Administrator" means an administrator appointed under Schedule B1 of the Insolvency Act 1986;

"After-acquired Property" has the meaning given to it in Part 4 paragraph 1(a) of these Continuation Sheets;

"Approved Account Bank" means (subject to Clause 5.5(a) (*Bank Accounts*) of the Debenture) each Account Bank on the date of the Debenture and each other Account Bank which complies with the requirements of Clause 5.5(a) (*Bank Accounts*) of the Debenture to be an Approved Account Bank;

"Bank Account" means any account with any bank or financial institution in which any Chargor now or in the future has an interest including any replacement or substitute account or subdivision or sub-account of that account and to the extent of such interest, all credit balances now or in the future on such accounts and all Related Rights.

"Business Day" has the meaning given to it in the First Lien Credit Agreement;

"Charged Assets" means the assets and undertakings from time to time which are the subject of any Lien created or purported to be created by or pursuant to the debenture and, where the context permits, the proceeds of sale of such assets;

"Charged Investments" means Investments forming part of the Charged Assets;

"Charged Real Property" means all Real Property forming part of the Charged Assets and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such Real Property and all Related Rights;

"Charges" means Security from time to time created or expressed to be created by or pursuant to the Debenture;

"Chargors" means the companies (including the Company) detailed in SCHEDULE 1 (*The Chargors*) of the Debenture and Annex 6 to these Continuation Sheets and any group company which accedes to the Debenture pursuant to Clause 22 (*Assignment and Transfer and New Chargors*) of the Debenture;

"Collection Account(s)" means any Bank Account that may from time to time be specified in writing by the First Lien Collateral Agent as an account into which the amount of the Monetary Claims are to be paid and in respect of which the relevant bank or financial institution has agreed to operate such Bank Account in accordance with any procedures stipulated by the First Lien Collateral Agent;

"Credit Party" means each Person (other than any First Lien Agent or any First Lien Lender or any representative thereof) from time to time party to a First Lien Credit Document;

"Delegate" means a delegate, sub-delegate, attorney or co-trustee appointed, directly or indirectly, pursuant to Clause 10.3 (*Delegation*) of the Debenture;

"Derivative Rights" include:

- (a) all rights relating to Investments which are deposited with or registered in the name of any collateral agent, depository, custodian, nominee, fiduciary, investment manager or clearing system or other similar person or its nominee, in each case whether or not on a fungible basis (including rights against such person); and
- (b) all other rights or cash or other assets attaching or relating to or accruing or offered on or deriving now or subsequently from Investments or from such rights (whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise);

"First Lien Administrative Agent" means The Bank of New York Mellon, in its capacity as First Lien Administrative Agent for the First Lien Lenders, and any successors appointed pursuant to the terms of the First Lien Credit Agreement;

"First Lien Agent" means each of the First Lien Administrative Agent and the First Lien Collateral Agent.

"First Lien Collateral Agent" means The Bank of New York Mellon, in its capacity as collateral agent for the benefit of the Secured Parties, and any successors appointed pursuant to the terms of the First Lien Credit Agreement;

"First Lien Collateral Document" has the meaning given to it in the First Lien Credit Agreement.

"First Lien Credit Agreement" means the First Lien Credit and Guaranty Agreement, dated as of June 9, 2009, between, inter alios, GBGH, LLC, as borrower, each of the subsidiary guarantors party thereto, The Bank of New York Mellon, as First Lien Administrative Agent and First Lien Collateral Agent, and the parties set out therein as First Lien Lenders, as amended, supplemented and/or restated or otherwise modified from time to time;

"First Lien Credit Documents" has the meaning given to it in the First Lien Credit Agreement;

"First Lien Lender" has the meaning given to it in the First Lien Credit Agreement;

"Fixtures" means trade and other fixtures and fittings and fixed plant, machinery and other apparatus;

"Insurance Policy" means any contract or policy of insurance (including life insurance or assurance) in which any Chargor may from time to time have an interest as beneficiary under its terms;

"Investments" means:

- (a) any shares, stocks, debentures, certificates of deposit, securities, bonds or other securities;
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any investment referred to in paragraph (a) or (b),

including, without limitation, the Scheduled Investments, in each case whether held directly by the Chargor or by any collateral agent, finance party, depository, custodian, nominee, fiduciary, investment manager or clearing system on its behalf and all Related Rights (including all rights against such person) and all Derivative Rights;

"Licences" means the licences specified in SCHEDULE 10 (*Licences*) of the Debenture and Annex 7 to these Continuation Sheets;

"Lien" means:

- (a) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing; and
- (b) in the case of securities, any purchase option, call or similar right of a third party with respect to such Securities.

"LPA" means the Law of Property Act 1925;

"Monetary Claims" means any book and other debts and monetary claims owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Investment, any claim, return of premium or the proceeds paid or payable in respect of any Insurance Policy, any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of any Chargor, but excluding the Bank Accounts);

"Notice of Document Assignment" means a notice of assignment in the form set out in Part 1 (*Form of Notice of Assignment of Relevant Document*) of SCHEDULE 8 of the Debenture or such other form as the First Lien Administrative Agent may approve, acting reasonably;

"Person" has the meaning given to it in the First Lien Credit Agreement;

"Personal Chattels" means plant, machinery, office equipment, computers, vehicles, goods and other chattels (including all spare parts, replacements, modifications and additions but not Fixtures on Real Property charged under Clause 3.2(a) (*Real Property*) of the Debenture or stock in trade or work in progress) and all Related Rights;

"Real Property" means freehold, leasehold or immoveable property anywhere in the world (including, without limitation, the Scheduled Real Property) and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and includes all Related Rights;

"Receiver" means a receiver, receiver and manager or, where permitted by law, administrative receiver appointed in respect of the Charged Assets by the First Lien Collateral Agent pursuant to the Debenture or otherwise;

"Related Rights" means, 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, negotiable instruments, 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;

"Relevant Account" means the Scheduled Bank Accounts (and any renewal or redesignation of any such account) and any other Bank Account that may from time to time be identified in writing as a Relevant Account by the First Lien Collateral Agent and any Chargor (and any replacement or substitute account or any subdivision or sub account of such account);

"Relevant Documents" means the documents specified in SCHEDULE 9 (*Relevant Documents*) of the Debenture and Annex 5 to these Continuation Sheets;

"Scheduled Bank Accounts" means the Bank Accounts described in SCHEDULE 5 (*Details of the Scheduled Bank Accounts*) of the Debenture and Annex 4 to these Continuation Sheets.

"Scheduled Investments" means the Investments described in SCHEDULE 3 (*Details of the Scheduled Investments*) of the Debenture and Annex 2 to these Continuation Sheets;

"Scheduled Personal Chattels" means the Personal Chattels described in SCHEDULE 4 (*Details of the Scheduled Personal Chattels*) of the Debenture and Annex 3 to these Continuation Sheets;

"Scheduled Real Property" means the Real Property described in SCHEDULE 2 (*Details of the Scheduled Real Property*) of the Debenture and Annex 1 to these Continuation Sheets and all Related Rights;

"Secured Liabilities" has the meaning given to it in Part 2 of these Continuation Sheet;

"Secured Parties" means the First Lien Administrative Agent, the First Lien Collateral Agent and the First Lien Lenders and any of their successors and assigns; and

"Security" means:

- (a) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing, and
- (b) in the case of Investments, any purchase option, call or similar right of a third party with respect to such Investments.

Note:

Save where a contrary intention appears in these Continuation Sheets:

- (a) a reference to a party or person is, where relevant, a reference to or to include, as appropriate, its successor, permitted assignees or transferees;
- (b) a reference to any agreement, deed or instrument is a reference to that agreement, deed or instrument as it may from time to time be amended, varied, supplemented, restated or novated; and
- (c) words importing the plural shall include the singular and vice versa.

PART 2

Amount Secured by the Mortgage or Charge

All present and future obligations and other liabilities of any nature of each Credit Party due, owing or incurred under or in connection with the First Lien Credit Documents (or any of them) to the First Lien Collateral Agent and/or the Secured Parties and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the First Lien Credit Documents or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder), and whether indebtedness or liabilities originally owed to all or any of the Secured Parties and/or any Receiver or any other person or persons actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally and whether as principal or surety or in any other capacity whatsoever, in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2.2 (*Interest*) of the Debenture), after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Credit Party pursuant to the terms of the First Lien Credit Documents) incurred in connection therewith ("**Secured Liabilities**"), and "Secured Liability" shall be construed accordingly.

PART 3

Short Particulars of all property mortgaged or charged

1. Pursuant to Clause 2.1 (*Covenant to Pay*) of the Debenture, the Company covenanted with the First Lien Collateral Agent to pay or discharge to the First Lien Collateral Agent the Secured Liabilities in the manner provided for in the First Lien Credit Documents.
2. Pursuant to Clause 2.2 (*Interest*) of the Debenture, the Company agreed that if it fails to pay any Secured Liabilities on the due date for payment of that sum, the Company shall on demand pay to the First Lien Collateral Agent, interest on all such sums from the due date until the date of payment (both before and after judgment) calculated and payable in accordance with the rate and in the manner specified in the First Lien Credit Agreement. Any such interest not paid when due shall be compounded and bear interest calculated as provided above.
3. Pursuant to Clause 3.1 (*Creation of Charges*) of the Debenture, all Charges and assignments under the Debenture are:
 - (a) made in favour of the First Lien Collateral Agent (for the benefit of itself and the other Secured Parties);
 - (b) made with full title guarantee; and
 - (c) Security for the payment and discharge of all Secured Liabilities.

All Charged Assets are excluded from the Charges created pursuant to Clause 3.2 (*Fixed Charges*) of the Debenture to the extent specifically assigned pursuant to Clause 3.3 (*Assignment by way of Security*) of the Debenture.

4. Pursuant to Clause 3.2 (*Fixed Charges*) of the Debenture, the Company charged:
 - (a) **Real Property:**
 - (i) by way of first legal mortgage the Scheduled Real Property and all other Real Property in England or Wales now belonging to it; and
 - (ii) by way of first fixed charge all its rights, title and interest now or subsequently in Real Property not mortgaged pursuant to Clause 3.2(a)(i) of the Debenture.
 - (b) **Investments:**
 - (i) by way of first legal mortgage all its rights, title and interest in the Scheduled Investments and all other Investments now belonging to it; and
 - (ii) by way of first fixed charge all its rights, title and interest in all Investments now or subsequently belonging to it not referred to in paragraph (i) above.
 - (c) **Monetary Claims and Related Rights:** by way of first fixed charge all its rights, title and interest now or subsequently in all Monetary Claims and all Related Rights except to the extent that such assets are for the time being effectively charged pursuant to paragraph (e) of Clause 3.2 of the Debenture or effectively assigned by way of Security pursuant to Clause 3.3 (*Assignment by way of Security*) of the Debenture;
 - (d) **Bank Accounts:** by way of first fixed charge all its rights, title and interest now or subsequently in the Bank Accounts (including the Scheduled Bank Accounts);

- (e) **Insurance Policies:** by way of first fixed charge all its rights, title and interest now or subsequently in the Insurance Policies and all Related Rights;
- (f) **Personal Chattels:** by way of first fixed charge all its rights, title and interest now or subsequently in the Personal Chattels (including Scheduled Personal Chattels);
- (g) **Goodwill, uncalled capital, authorisations and pension fund:** by way of first fixed charge all its rights, title and interest now or subsequently in:
 - (i) all its uncalled capital;
 - (ii) all its goodwill;
 - (iii) any authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof); and
 - (iv) any pension fund or plan (to the extent such Security does not breach the terms of such plan).

5. Pursuant to Clause 3.3 (*Assignment by way of Security*) of the Debenture:

- (a) The Company assigned and agreed to assign absolutely (subject to the right to reassignment on redemption pursuant to Clause 17.11 (*Final Redemption*) of the Debenture) all rights, title and interest present or future of the Company in respect of the Relevant Documents listed in SCHEDULE 9 (*Relevant Documents*) of the Debenture together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents.
- (b) Until the Charges shall have become enforceable, the Company shall be entitled to exercise all its rights in the Relevant Documents, subject to the provisions of the First Lien Credit Agreement and the other provisions of the Debenture.

6. Pursuant to Clause 3.4 (*Floating Charge*) of the Debenture:

- (a) The Company charged by way of first floating charge its undertaking and all its assets both present and future other than any asset in England and Wales effectively mortgaged, charged or assigned under Clause 3.2 (*Fixed Charges*) of the Debenture or Clause 3.3 (*Assignment by way of Security*) of the Debenture including any assets comprised within a Charge which is reconverted under Clause 3.8 (*Reconversion*) of the Debenture. The floating charge created by the Company under Clause 3.4 of the Debenture shall be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986.
- (b) The floating charges created by Clause 3.4 (*Floating Charge*) of the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the First Lien Credit Documents in favour of the First Lien Collateral Agent as Security for the Secured Liabilities.

7. Pursuant to Clause 3.5 (*Automatic Crystallisation*) of the Debenture, notwithstanding any other provision of the debenture (and without prejudice to any law which may have a similar effect), the floating charge created under the Debenture will automatically be converted with immediate effect and without notice into a fixed charge as regards the Charged Assets subject to such floating charge but subject to Clause 3.7 (*Moratorium*) of the Debenture:

- (a) if any person presents or makes an application for a writ of execution, writ of fieri facias, garnishee order or charging order or otherwise levies or attempts to levy any distress, execution, attachment, expropriation, sequestration or other legal process against any of the Charged Assets charged by way of the floating charge; or any Chargor creates or attempts to

create any Security or trust over any of the Charged Assets secured by the floating charge created by Clause 3.4 (*Floating Charge*) of the Debenture; or

- (b) a resolution is passed or an order is made or a petition is presented for the winding-up or administration, dissolution or reorganisation in relation to any Chargor which (in the case of a winding-up petition) is not discharged within 14 days or in any event before such petition is heard or a resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced; or
 - (c) an Administrator or Receiver is appointed in respect of any Chargor or the First Lien Collateral Agent receives notice of an intention to appoint an Administrator pursuant to paragraph 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of any Chargor.
8. Pursuant to Clause 3.6 (*Crystallisation of Floating Charge by Notice*) of the Debenture, the First Lien Collateral Agent may at any time by notice in writing to the Company convert the floating charge created by the Company pursuant to Clause 3.4 (*Floating Charge*) of the Debenture with immediate effect into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if:
- (a) an Event of Default is outstanding; or
 - (b) the First Lien Collateral Agent reasonably considers those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other legal process); or
 - (c) the First Lien Collateral Agent reasonably considers that it is necessary in order to protect the priority of Security.
9. Pursuant to Clause 3.7 (*Moratorium*) of the Debenture, no floating charge created by the Debenture may be converted into a fixed charge on assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 of Schedule A1 of the Insolvency Act 1986.
10. Pursuant to Clause 3.8 (*Reconversion*) of the Debenture, any charge which has converted into a fixed charge under Clause 3.5 (*Automatic Crystallisation*) of the Debenture or Clause 3.6 (*Crystallisation of Floating Charge by notice*) of the Debenture may be reconverted into a floating charge by notice in writing given at any time by the First Lien Collateral Agent to the Company in relation to the assets specified in such notice.
11. Pursuant to Clause 3.9 (*Fixed and Floating Security*) of the Debenture, if for any reason any Security in respect of any asset created or purported to be created pursuant to Clause 3 of the Debenture as a fixed charge or assignment does not, or ceases to, take effect as a fixed charge or assignment, then it shall take effect as a first floating charge in respect of such asset. However, it is the intent of the parties that the Security over other Charged Assets shall remain unaffected.
12. Pursuant to Clause 3.10 (*Excluded Assets*) of the Debenture, if the rights of any Chargor under any instrument or agreement cannot be the subject of any Charges or assignment which the Debenture purports to create under Clause 3.2(c) (*Monetary Claims and Related Rights*) of the Debenture, 3.2(f) (*Personal Chattels*) of the Debenture, 3.3 (*Assignment by way of Security*) of the Debenture or Clause 3.2(g)(iii) (*Goodwill, uncalled capital, authorisations and pension funds*) of the Debenture without the consent of another party:
- (a) the Company or GBGH, LLC shall notify the First Lien Collateral Agent promptly;
 - (b) the Debenture will charge all amounts which the Company may receive, or has received, under that document; and

- (c) the Company will use all reasonable endeavours to promptly obtain the consent of the relevant third party for such rights to be charged or assigned under the Debenture and, if such consent is obtained, such rights shall immediately become subject to an effective fixed charge or assignment pursuant to Clause 3.2 (*Fixed Charges*) of the Debenture or an assignment under Clause 3.3 (*Assignment by way of Security*) of the Debenture and the Company shall promptly provide a copy of such consent to the First Lien Collateral Agent.

The Company will use reasonable endeavours to ensure that instruments and agreements which it enters into after the date of the Debenture do not contain restrictions which would cause them to be excluded from the charges pursuant to paragraph (c) of Clause 3.10 of the Debenture.

13. Pursuant to Clause 3.11 (*Security Trust*) of the Debenture, the First Lien Collateral Agent holds the benefit of the Debenture on trust for the Secured Parties on the terms of the First Lien Credit Documents.
14. Pursuant to Clause 3.12 (*Perpetuity Period*) of the Debenture, the perpetuity period under the rules against perpetuities, if applicable to the Debenture, shall be the period of 80 years from the date of the Debenture.

PART 4

Covenants and Restrictions

1. Pursuant to Clause 4.1 (*Acquisition of Real Property*) of the Debenture:

- (a) The Company shall promptly notify the First Lien Collateral Agent of any acquisition by it or on its behalf of any Real Property after the date of the Debenture ("**After-acquired Property**").
- (b) If title to the relevant After-acquired Property is or is to be registered at the Land Registry, the Company shall, as soon as reasonably practicable, notify the First Lien Collateral Agent of the relevant title number and will make the relevant Land Registry enter:
 - (i) a notice of the legal mortgage referred to in paragraph (c) of Clause 4.1 of the Debenture on the charges register of such property; and
 - (ii) the restriction set out in Clause 4.5(a) (*Registered Land*) of the Debenture (as repeated in such legal mortgage) on the proprietorship register of such property.

In the case of any other After-acquired Property in England or Wales, the Company shall apply to register the Debenture at the Land Charges Registry if, for any reason, the title deeds and documents relating thereto are not deposited with the First Lien Collateral Agent. In relation to any After-acquired Property anywhere else in the world, the Company shall take such equivalent action as the First Lien Collateral Agent shall deem appropriate.

- (c) The Company shall, promptly on request of the First Lien Collateral Agent and at the cost of the Company, execute and deliver to the First Lien Collateral Agent a legal mortgage in such form as the First Lien Collateral Agent may reasonably require in favour of the First Lien Collateral Agent over any After-acquired Property acquired by it.
- (d) If the consent of the landlord in whom the reversion of any lease comprised in any After-acquired Property is vested is required for the Company to create any fixed charge or legal mortgage the Company will:
 - (i) use all reasonable endeavours to obtain such landlord's consent;
 - (ii) notify the First Lien Collateral Agent in writing upon receipt of such consent; and
 - (iii) not be required to create a fixed charge or legal mortgage over such After-acquired Property until it has received the landlord's consent.

2. Pursuant to Clause 4.2 (*Delivery of Title Documents*) of the Debenture, the Company shall deposit with the First Lien Collateral Agent all deeds, certificates and other documents evidencing title relating to any Real Property subject to Security created in the Debenture if the First Lien Collateral Agent so requests by way of written notice. If any such documents are at the relevant time at the Land Registry, the Company shall, promptly following a demand by the First Lien Collateral Agent, provide or procure the provision to the First Lien Collateral Agent of such undertakings and such letters addressed to the Land Registry as the First Lien Collateral Agent may reasonably require.

3. Pursuant to Clause 4.3 (*Leasing and Other Undertakings*) of the Debenture, the Company shall (whether in exercise of any statutory power or otherwise):

- (a) not grant, or agree to grant, any lease or tenancy of all or any part of any Charged Real Property or confer or agree to confer upon any person any contractual licence or right to occupy or use any Charged Real Property save as permitted under the First Lien Credit Agreement;

- (b) comply with the provisions of SCHEDULE 7 (*Real Property Undertakings*) of the Debenture;
- (c) comply with all laws or material regulations, directives, consents, authorisations, covenants or planning permissions relating to or affecting any Charged Real Property;
- (d) pay any applicable rents and comply with all material obligations imposed on it and enforce the performance of all material obligations owed to it by any person under any lease, licence or other agreement giving the right to occupy or use any Charged Real Property and shall not do anything or permit anything to be done which could result in the termination of any such lease, licence or other agreement;
- (e) promptly deliver a copy of any material communication received by it which has been given with respect to any Charged Real Property and take such steps as the First Lien Collateral Agent shall reasonably require in relation thereto;
- (f) permit the First Lien Collateral Agent and any person nominated by it at all reasonable times with reasonable prior notice to enter any of its Charged Real Property to view its condition; and
- (g) not determine or extend or renew on substantially different terms or accept any surrender of any lease, tenancy, licence or right to occupy comprised in the Charged Real Property or agree to do any of these things.

4. Pursuant to Clause 4.5 (*Registered Land*) of the Debenture:

- (a) Promptly following the date of the Debenture, the Company shall apply to the Land Registry for a restriction in the following terms to be entered on the Proprietorship Register of each register of title of such of the Charged Real Property as is now or hereafter registered at the Land Registry under the Land Registration Act 2002:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [●], 2009 in favour of The Bank of New York Mellon, in its capacity as First Lien Collateral Agent, referred to in the Charges Register or if appropriate signed on such proprietor's behalf by its authorised signatory."

- (b) To the extent that the Secured Parties are under an obligation to make further advances, the Company shall also make an application (and consents to an application being made) to the Land Registry for a note of such obligation to be entered on the Charges Register of each register of title of any land registered at the Land Registry forming part of the Charged Real Property.
- (c) In relation to such Charged Real Property as is not required to be registered at the Land Registry, the Company will, within the relevant period under the Land Charges Act 1972, apply to register a Class C Land Charge in respect of the Debenture at the Land Charges Registry if the title deeds and documents to that Charged Real Property are not deposited with the Collateral Agent.

5. Pursuant to Clause 4.6 (*Right to Remedy*) of the Debenture, if the Company fails to perform any obligation affecting its Charged Real Property, the Company must allow the First Lien Collateral Agent or its agents and contractors:

- (a) to enter any part of its Charged Real Property and carry out any repairs or other works which the Company has failed to do; and
- (b) to comply with or object to any notice served on the Company in respect of its Charged Real Property,

- (c) and the Company shall reimburse the First Lien Collateral Agent on demand for all costs and expenses incurred by the First Lien Collateral Agent in doing so together with interest from the date of payment by the First Lien Collateral Agent until the reimbursement calculated in accordance with Clause 2.2 (*Interest*) of the Debenture.
- 6. Pursuant to Clause 5.1 (*Negative pledge and disposals*) of the Debenture, the Company shall not, subject to Clause 5.4 (*Monetary Claims*) of the Debenture, except with the consent of the First Lien Collateral Agent:
 - (a) create or permit to be outstanding any Security over any Charged Assets save as expressly permitted pursuant to the First Lien Credit Documents; or
 - (b) sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except as permitted pursuant to the terms of the Debenture and the First Lien Credit Documents.
- 7. Pursuant to Clause 5.2 (*Buildings*) of the Debenture, the Company undertakes that it shall keep all buildings on the Charged Real Property in good and substantial repair and shall keep all Fixtures and other Personal Chattels from time to time on or in any Charged Real Property belonging to it or any of its Subsidiaries and all other Personal Chattels belonging to it in good and substantial repair and good working order.
- 8. Pursuant to Clause 5.3 (*Investments*) of the Debenture:
 - (a) **Deposit of Documents:** The Company shall, immediately upon the execution of the Debenture and upon its becoming entitled to the relevant Investment, deliver (or procure delivery) to the First Lien Collateral Agent subject to the last sentence of paragraph (a) of Clause 5.3 of the Debenture:
 - (i) all certificates and other documents of title or evidencing title in respect of each of the Scheduled Investments listed against its name in SCHEDULE 3 (*Details of the Scheduled Investments*) of the Debenture and each of the other Charged Investments belonging to it;
 - (ii) all stock transfer forms and other documents which the First Lien Collateral Agent may reasonably request in such form and executed in such manner as the First Lien Collateral Agent may reasonably require with a view to perfecting or maintaining the Charges over the Charged Investments or registering any Charged Investment in the name of the First Lien Collateral Agent or its nominees; and
 - (iii) such declarations of trust in relation to any Investments in which the Company has an interest but which are not held in its sole name as the First Lien Collateral Agent may reasonably require.

All documents required by Clause 5.3(a) of the Debenture shall be in such form as the First Lien Collateral Agent shall require.

- (b) **Voting Rights and Distributions:**
 - (i) Until the Charges have become enforceable, the Company shall be entitled to:
 - (A) receive and retain all dividends, distributions and other amounts paid on or derived from any shares or stock comprised in its Charged Investments; and
 - (B) exercise or direct the exercise of the voting rights and other rights and powers attached to its Charged Investments in any manner as it sees fit other than in a manner which:

- (1) is in breach of any First Lien Credit Document or which may adversely affect the validity or enforceability of the Charges or the value of such Charged Investments; or
- (2) would cause the First Lien Collateral Agent or its nominee to incur any cost or expense or render itself subject to any liability (for which it has not previously been indemnified to its satisfaction) or would otherwise prejudice the First Lien Collateral Agent.

(ii) After the Charges have become enforceable:

- (A) the First Lien Collateral Agent or the Receiver shall be entitled but not obliged to transfer the Charged Investments of the Company on behalf of the Company to such nominee as the First Lien Collateral Agent shall select;
- (B) the First Lien Collateral Agent or the Receiver shall be entitled but not obliged to receive and retain all dividends, distributions and other moneys paid on the Charged Investments and apply the same in accordance with Clause 8.1 (*Application*) of the Debenture;
- (C) the First Lien Collateral Agent or the Receiver shall be entitled but not obliged to exercise any voting rights and any other rights and powers attached to any Charged Investments in such manner as it considers fit as if it were the sole beneficial owner of the Charged Investment (including all powers given to trustees under Part II of the Trustee Act 2000);
- (D) the Company shall comply, or procure the compliance, with any directions of the First Lien Collateral Agent or any Receiver in respect of the exercise of any rights and powers exercisable in relation to such Charged Investments and shall promptly execute and/or deliver to the First Lien Collateral Agent or any Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights; and
- (E) any Derivative Rights shall, if received by the Company or its nominee, be held on trust for and forthwith paid or transferred to the First Lien Collateral Agent or the Receiver.

(c) **Calls:**

- (i) The Company shall promptly pay all calls or other payments which may at any time become due in respect of any of its Charged Investments.
- (ii) If the Company fails to comply with Clause 5.3(c)(i) of the Debenture the First Lien Collateral Agent may, but shall not be required to, pay the calls or other payments on behalf of the Company. The Company must promptly on request from the First Lien Collateral Agent reimburse the First Lien Collateral Agent for any such payment plus interest from the date of payment by the First Lien Collateral Agent until the date of reimbursement at the rate and in accordance with Clause 2.2 (*Interest*) of the Debenture.

9. Pursuant to Clause 5.4 (*Monetary Claims*) of the Debenture:

(a) **Dealing with Monetary Claims:**

- (i) The Company shall not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Monetary Claims except as required by Clause 5.4(a)(ii) of the Debenture.
- (ii) The Company shall get in and realise in a prudent manner on behalf of the First Lien Collateral Agent all its Monetary Claims and pay such moneys into the Bank Accounts, the Company shall hold such moneys on trust for the First Lien Collateral Agent, for the benefit of the Secured Parties, prior to such payment.

(b) **Release of Monetary Claims:**

- (i) Prior to the Charges becoming enforceable, the proceeds of the realisation of the Monetary Claims received by the Company shall, upon such proceeds being credited to a Bank Account, be released from the fixed charge created by Clause 3.2(c) (*Monetary Claims and Related Rights*) of the Debenture and only be subject to the floating charge created by Clause 3.4 (*Floating Charge*) of the Debenture and the Company may withdraw such proceeds from such Bank Accounts subject to any applicable restrictions set out in the First Lien Credit Agreement and the Debenture.
- (ii) After the Charges have become enforceable, the Company shall not, except with the consent of the First Lien Collateral Agent, withdraw or otherwise transfer the proceeds of realisation of any Monetary Claims standing to the credit of any Bank Account and shall pay all moneys received by the Company from any source into such Collection Accounts as are specified by the First Lien Collateral Agent and give notice to the debtors of any of its Monetary Claims of the Security created by the Debenture in such form as the First Lien Collateral Agent may require.

10. Pursuant to Clause 5.5 (*Bank Account(s)*) of the Debenture:

(a) **Bank Accounts: notification, maintenance and variation:**

The Company shall:

- (i) promptly deliver to the First Lien Collateral Agent a duly completed notice and acknowledgement in respect of each Bank Account in the relevant form set out in SCHEDULE 6 (as applicable) of the Debenture or in such other form as the First Lien Collateral Agent may approve, acting reasonably;
- (ii) use all reasonable endeavours to procure the prompt delivery to the First Lien Collateral Agent of a duly completed acknowledgement in respect of any notice delivered pursuant to Clause 5.5(a)(ii) of the Debenture in the relevant form set out in SCHEDULE 6 (as applicable) of the Debenture or in such other form as the First Lien Collateral Agent may approve, acting reasonably;
- (iii) deliver to the First Lien Collateral Agent on the date of the Debenture (and, if any account is charged thereafter, on the date falling five Business Days after such charge), details of each Bank Account maintained by the Company (other than with the First Lien Collateral Agent); and
- (iv) not without the First Lien Collateral Agent's prior written consent, permit or agree to any variation of the rights attached to any Bank Account the result of which is materially prejudicial to the Secured Parties.

If any Account Bank on the date of the Debenture fails to return an acknowledgement referred to in Clause 5.5(a)(ii) of the Debenture or agree, in a manner satisfactory to the First Lien

Collateral Agent, to the matters referred to in the acknowledgement, within four weeks of delivery of the notice to it, it will, unless the First Lien Collateral Agent agrees otherwise, cease to be an Approved Account Bank for the purposes of Clause 5.5(a) of the Debenture. Any person which becomes an Account Bank after the date of the Debenture will not, unless the First Lien Collateral Agent agrees otherwise, be an Approved Account Bank for the purposes of Clause 5.5(a) of the Debenture until it has returned such an acknowledgement or has agreed, in a manner satisfactory to the First Lien Collateral Agent, to the matters referred to in the acknowledgement. The execution of the Debenture by the Company and the First Lien Collateral Agent shall constitute notice to the First Lien Collateral Agent of the Security created over any Bank Account opened or maintained with the First Lien Collateral Agent.

(b) Location of Bank Accounts:

- (i) The Company shall maintain all its Bank Accounts only with the financial institution acting as First Lien Collateral Agent hereunder or with a bank or financial institution that has agreed with the Company and the First Lien Collateral Agent to comply with instructions originated by the First Lien Collateral Agent directing the disposition of funds in such deposit account without the further consent of the Debenture, pursuant to a duly executed notice and acknowledgement substantially in the form of set forth on SCHEDULE 6 of the Debenture.
- (ii) If the Company maintains a Bank Account which is not in compliance with Clause 5.5(b)(i) of the Debenture will transfer the Bank Account to an Account Bank which complies with Clause 5.5(b)(i) of the Debenture promptly after the date of the Debenture.

(c) Operation of Bank Accounts:

- (i) Until the Charges become enforceable, the Company shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account (other than any Relevant Account) subject to the terms of the First Lien Credit Agreement;
- (ii) After the Charges have become enforceable, the Company shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account except with the prior written consent of the First Lien Collateral Agent.

(d) Bank Accounts: Application of Moneys:

- (i) The First Lien Collateral Agent (or its Receiver) may apply, transfer or set-off any credit balances from time to time on any Bank Accounts in or towards payment or satisfaction of all or part of the Secured Liabilities in accordance with Clause 8.1 (*Application*) of the Debenture after the Charges have become enforceable or at any time when the Secured Parties are entitled to exercise the relevant set-off rights under the terms of the First Lien Credit Agreement.
- (ii) Save as provided in Clause 5.5 (*Bank Accounts*) of the Debenture, the Company shall not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Bank Accounts other than in a manner which is not prohibited by the First Lien Credit Agreement.

(e) **Exercise of rights following enforcement by First Lien Collateral Agent:**

After the Charges have become enforceable, the First Lien Collateral Agent shall be entitled without notice to exercise all rights and powers held by it in relation to the Relevant Accounts and to:

- (i) demand and receive any moneys due under or arising out of each Relevant Account;
- (ii) exercise all rights the relevant Company was then entitled to exercise in relation to the Relevant Accounts or would, but for the Debenture, be entitled to exercise.

11. Pursuant to Clause 5.6 (*Insurance*) of the Debenture:

- (a) The Company shall promptly serve (with a copy to the First Lien Collateral Agent) a Notice of Insurance Assignment to the brokers or underwriters of each Insurance Policy and the Company shall use all its reasonable endeavours to procure the prompt delivery to the First Lien Collateral Agent of a duly completed acknowledgement in the form set out in Part 2 (*Form of Notice of Assignment to Insurers*) of SCHEDULE 8 of the Debenture or in such other form as the First Lien Collateral Agent may approve.
- (b) The Company must keep its Charged Assets insured in accordance with the terms of the First Lien Credit Agreement.
- (c) If the Company fails to comply with its obligations under Clause 5.6 of the Debenture, the First Lien Collateral Agent may effect such insurance as it thinks fit and the Company shall reimburse the First Lien Collateral Agent on demand for the cost of effecting such insurance with interest.

12. Pursuant to Clause 5.7 (*Relevant Documents*) of the Debenture:

- (a) The Company shall perform and observe all of the terms and provisions of each Relevant Document to be performed or observed by it, maintain each Relevant Document in accordance with its terms, take all such action to such end as may be from time to time requested by the First Lien Collateral Agent, make to each other party to each such Relevant Document such demands and requests for information and reports as the Company is entitled to make under any Relevant Documents and shall promptly following execution of the Debenture or if later the date the Relevant Document is executed serve (with a copy to the First Lien Collateral Agent) a Notice of Document Assignment on each of the other parties to each Relevant Document and the Company shall use all its reasonable endeavours to procure the prompt delivery to the First Lien Collateral Agent of a duly completed acknowledgement in the form set out in Part 1 (*Form of Notice of Assignment of Relevant Document*) of SCHEDULE 8 of the Debenture or in such other form as the First Lien Collateral Agent may approve, acting reasonably from each party served with such Notice of Document Assignment.
- (b) The Debenture constitutes notice in writing to the Company of any Security over any debt owed by the Company to any other group company or over any contract or agreement between the Company and any other group company whether created under the Debenture or any other First Lien Collateral Document.

13. Pursuant to Clause 5.8 (*Fixtures and Personal Chattels*) of the Debenture:

- (a) The Company undertakes in the Debenture that it shall:
 - (i) not dispose of any of its Personal Chattels without the First Lien Collateral Agent's consent;

- (ii) use, operate, maintain and control each Fixture and Personal Chattel subject to a fixed charge hereunder in accordance with all licences, agreements, manufacturer's recommendations (as originally drafted or as amended from time to time), statutes, laws, ordinances and regulations relating to the use, operation, maintenance and control thereof and neither use nor knowingly permit any such items to be used for any unlawful purpose and maintain such Personal Chattels in good repair and working order and when necessary replace any items which have become obsolete and ensure that any replacement or substitute parts are in good repair and working order and free from any Security whatsoever and are owned by the Company;
- (iii) keep each Personal Chattel subject to a fixed charge hereunder (and the First Lien Collateral Agent permits it to keep) at the location or locations (if any) specified for such item in SCHEDULE 4 (*Details of the Scheduled Personal Chattels*) of the Debenture or such other location or locations from time to time approved in writing by the First Lien Collateral Agent and not remove any such item or items from its location without the prior written consent of the First Lien Collateral Agent, except for the purpose of maintenance or repair;
- (iv) not do or omit to do anything which could reasonably be expected to result in any Fixture or Personal Chattel subject to a fixed charge hereunder or any part thereof being confiscated, seized, requisitioned, taken in execution, impounded or otherwise taken out of the Company's control;
- (v) if it has not already done so and if so requested by the First Lien Collateral Agent, in the case of any Fixture or Personal Chattel subject to a fixed charge hereunder located on leasehold premises, obtain evidence in writing from any lessor of any such premises that it waives absolutely all and any rights it may have now or at any time in the future over any such Fixture or Personal Chattel;
- (vi) not affix any Personal Chattels that were not affixed prior to the date hereof to any property other than freehold property which is a Charged Asset unless any relevant landlord or mortgagee has granted a waiver of his rights to the Personal Chattels in a form satisfactory to the First Lien Collateral Agent; and
- (vii) if so requested by the First Lien Collateral Agent, place and maintain on each Scheduled Personal Chattel and each other Personal Chattel subject to a fixed charge hereunder with a market value in excess of £5,000, in a conspicuous place, an identification marking as appears below and not conceal, alter or remove such marking or permit it to be concealed, altered or removed:

"NOTICE OF CHARGE"

This [specify nature of Personal Chattel] and additions and ancillary equipment are subject to a first fixed charge in favour The Bank of New York Mellon, in its capacity as First Lien Collateral Agent for the lenders under the First Lien Credit and Guaranty Agreement, dated as of [•], 2009, between GBGH, LLC, as borrower, certain subsidiaries of GBGH, LLC, as Guarantors, The Bank of New York Mellon, as First Lien Administrative Agent and First Lien Collateral Agent, and the various First Lien Lenders party thereto.

- (b) The Company represents and warrants to the First Lien Collateral Agent that the Scheduled Personal Chattels listed against its name in SCHEDULE 4 (*Details of the Scheduled Personal Chattels*) of the Debenture are beneficially owned by the Company free from all Security options and other third party rights (except as created by the Debenture or as expressly permitted under the First Lien Credit Agreement).

14. Pursuant to Clause 6.1 (*Power of Sale*) of the Debenture, the power of sale or other disposal and other powers conferred on the First Lien Collateral Agent and on any Receiver by the Debenture shall operate as a variation and extension of the statutory power of sale and other powers conferred on mortgagees under section 101 of the LPA and such powers shall arise on the date of the First Lien Share Charge free from the restrictions imposed by section 103 of the LPA, which shall not apply to the Charges.
16. Pursuant to Clause 6.2 (*Enforceability of Security*) of the Debenture:
- (a) For the purposes of all powers implied by the LPA or any other applicable statute, the Secured Liabilities shall be deemed to have become due and payable upon the date of the Debenture.
 - (b) Save as provided in Clause 6.3 (*Effect of Moratorium*) of the Debenture, the Charges given by the Company shall become enforceable upon:
 - (i) the occurrence of an Event of Default; or
 - (ii) a petition being presented or application made for the appointment of an administrator in respect of the Company; or
 - (iii) notice being given by a person entitled to do so of the intention to appoint an administrator or such notice being filed with the court,and the power of sale conferred by section 101 of the LPA and all other powers conferred on mortgagees and Receivers by law (as varied and extended by the Debenture) shall be exercisable in relation to the Charges and the First Lien Collateral Agent may take possession, hold or dispose of any Charged Asset at any time after the Charges have become enforceable.
17. Pursuant to Clause 6.3 (*Effect of Moratorium*) of the Debenture, the Charges will not become enforceable solely as a result of any person obtaining or taking steps to obtain a moratorium under Schedule A1 of the Insolvency Act 1986.
18. Pursuant to Clause 5.6 (*Right of Appropriation; Financial Collateral*) of the First Lien Share Charge, to the extent that any of the Charged Assets constitute "financial collateral" and the Debenture and the obligations of the Company hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226; the "Regulations")), the First Lien Collateral Agent shall have the right following enforcement of the Debenture to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be, in the case of Investments, the market price of such Investments determined by the First Lien Collateral Agent by reference to a public index or by such other process as the First Lien Collateral Agent may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in the Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.
19. Pursuant to Clause 12 (*Further Assurance*) of the Debenture, the Company shall, at its own expense, promptly do all such acts and things as the First Lien Collateral Agent may reasonably require for:
- (a) creating, registering, perfecting, maintaining or protecting the Charges or any Security intended to be created by or pursuant to the Debenture or any of the Charged Assets;
 - (b) creating a fixed charge over Monetary Claims or, at any time after the occurrence of an Event of Default or the Charges shall have otherwise become enforceable, a legal assignment of Monetary Claims;
 - (c) creating a mortgage over Real Property owned by it; or

- (d) facilitating the realisation of any Charge after the Charge has become enforceable or the exercise of any right, power or discretion in relation to any Charged Asset or Charge vested in the First Lien Collateral Agent, any Receiver or any Delegate,

including, without limitation, the execution (including by sealing) of any transfer, assignment, mortgage, charge or Security or any other document or any notice or instruction which the First Lien Collateral Agent may reasonably require, including any such document, notice or instruction required to enable the First Lien Collateral Agent or its nominee to obtain legal title to any Charged Assets in circumstances in which it is entitled to obtain such legal title under the Debenture.

20. Pursuant to Clause 13.1 (*Appointment*) of the Debenture, the Company by way of Security irrevocably appoints the First Lien Collateral Agent, every Receiver and every Delegate severally to be its attorney:

- (a) to do all acts and things which the Company is obliged to do under the debenture but has failed to do, including, without limitation, to fill in the name of the transferee and to date and complete any instrument of transfer in respect of any Charged Investments which has been executed in blank by the Company and, in the case of registered Charged Investments, to procure the registration of the transferee as the holder of the relevant Charged Investments in circumstances in which the Charged Investments are to be transferred under the terms of the Debenture;
- (b) to transfer any interest in any Charged Assets in the circumstances in which such transfer may be required under the Debenture, including on an enforcement of the Charges over such Charged Assets;
- (c) in its name and on its behalf to exercise any right conferred on the First Lien Collateral Agent, any Receiver or any Delegate in relation to the Charged Assets under the Debenture or any other Credit Document or by law after such right has become exercisable; and
- (d) to register or renew registration of the existence of the Charges or the restrictions on dealing with the Charged Assets in any register in which the Company is obliged (but has failed) to effect or maintain registration under the terms of the Debenture.

21. Pursuant to Clause 17.1 (*Chargor's Obligations Continuing*) of the Debenture, the Company's obligations under Clause 2 (*Covenant to Pay*) of the Debenture and the Charges are continuing obligations and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

22. Pursuant to Clause 17.2 (*Cumulative Rights*) of the Debenture, the rights and remedies provided in the Debenture are cumulative and in addition to and independent of and not in any way prejudiced by any rights or remedies provided by law or any other Security, guarantees or rights of set-off or combination thereof held by any Secured Party.

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Annex 1

Details of the Scheduled Real Property

Registered Land			
<u>Charging Company</u>	<u>Country and District (or London Borough)</u>	<u>Address or Description</u>	<u>Title No.</u>
RGS Energy Limited	Ryedale, North Yorkshire	West Knapton, Malton, North Yorkshire	NYK138621
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK165422
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK164040
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK163857
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK165418
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK163858
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK166702
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK166003
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK166001
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK165577
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK166705
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK167784
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK166710
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK166708
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK167785
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK163856
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK164039
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK165750
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK166697
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK166709
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK166721
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK281366
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK163862
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK166714
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK163855
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK165425
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	NYK163863
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK277329
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK279530
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK277417
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK277996
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK277425
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK277554
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK277840
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK277423
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK277457
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK281365
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK278438
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK277330
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK270083
RGS Energy Limited	Ryedale, North Yorkshire	Extension Pipeline	NYK277545
Viking UK Gas Limited	Ryedale, North Yorkshire	Well Site – KM4 (previously known as KM2) Site	NYK156808
Viking UK Gas Limited	Ryedale, North Yorkshire	Well Site – KM1/3 Site	NYK156807

Viking UK Gas Limited	Ryedale, North Yorkshire	Well Site – Malton 4 Site	NYK156805
Viking UK Gas Limited	Ryedale, North Yorkshire	Land in Snainton	NYK312455

Unregistered Land			
<u>Charging Company</u>	<u>Country and District (or London Borough)</u>	<u>Address or Description</u>	<u>Root of Title</u>
RGS Energy Limited	Ryedale, North Yorkshire	Pipeline	Lease dated 8 September 1995
Viking UK Gas Limited	Ryedale, North Yorkshire	Well Site – Malton 1 Site	Lease dated 27 September 1993
Viking UK Gas Limited	Ryedale, North Yorkshire	Well Site – Marishes Site	Leases dated 19 August 1994 and 8 September 1995
Viking UK Gas Limited	Ryedale, North Yorkshire	Well Site – Pickering Site	Lease dated 15 October 1991

Annex 2

Details of the Scheduled Investments

<u>Charging Company</u>	<u>Shares held in</u>
UK Energy Systems Limited	Viking Petroleum UK Limited
	RGS Energy Limited
Viking Petroleum UK Limited	Viking UK Gas Limited

Annex 3

Details of the Scheduled Personal Chattels

Knapton Generating Site	
W701	V 701 Slug Catcher Module
W702	E701 Gas Feed Heater Module
W704	V702 Knock Out Drum Module
W707	Glycol Recovery Unit
W708	Corrosion Inhibitor 'B' Injection Package
W712	V703 Pig Receiver Module
W713	Sour Liquid Disposal Module P701A/B
W802	E802 Turbine Fuel Heater Module
W803	Gas Metering Package (one ultrasonic meter installed)
W807	Filter Module
W901	Demineralised Water Unit
W904	Emergency Shower & Eyewash Unit
W907	Injection Water Heater Module E901
W1001	Staging Valve Module
W1002	V1003 & V1007 Incinerator Knock Out Drum Module
W1003	Inert Gas Package
W1004	Instrument Air Package
W1007	Gas Turbine/Generator Package
W1008	Heating Medium Package
W1011	Oil/Water Separator
W1012	Two Propane Tanks
F1001	Turbine Exhaust Stack
FL1001	Ground Incinerator
P1003A/B	Fire Water Pumps
P1009	Jockey Pump
P702A/B	Glycol Transfer Pumps
P901	Towns Water Pump
P902A/B	Demineralised Water Pumps
T1001	Firewater Tank
T701	Glycol Storage Tank
T901	Towns Water Storage Tank
T902	Demineralised Water Tank
V1002	Instrument Air Surge Drum
V1005	Vent Knock Out Drum
N1101	Generator Transformer
N1104	Generator Earthing Transformer & Resistor
	Switchgear Building including MCC, UPS, Control cabinets, Standby Transformer.
	Pipeline Integrity System
	Emergency Shut Down System
	Fire & Gas Detection System
	SCADA/DCS System
	GT/Generator Control System
	Unit Protection System
	Site Security System (one fixed CCTV camera on car park)
A1201	Admin Building & Control Room/ Workshop
	Toromont Gas Compressor complete with Switchgear and starter motor.
	Effluent tank
	All consumables and spare parts
MS3y	Marishes
	Control Room Equipment comprising UPS System, MCC Switchboard, Fire & Gas Monitoring system, ESD System and Communications.

	Variable Choke
	Glycol Injection System
	Glycol Tank
	Corrosion Inhibitor Injection System
	Liquid / Gas Separator System
	Pig Receiver
	Pig Launcher
	Air & Nitrogen Utilities
	Intruder Detection System
	Gas & Liquids Pipeline Systems including Cathodic Protection System
[M1]	Malton
	Control Room Equipment comprising UPS System, MCC Switchboard, Fire & Gas Monitoring System, ESD System and Communications.
	Variable Choke
	Glycol Injection System
	Glycol Tank
	Corrosion Inhibitor Injection System
	Liquid / Gas Separator System
	Air & Nitrogen Utilities
	Intruder Detection System
	Gas & Liquids Pipeline Systems including Cathodic Protection System
M4	Malton
Partial	Gas & Liquids Pipeline Systems including Cathodic Protection System
KM1/3	Kirby Misperton
	Control Room Equipment comprising UPS System, MCC Switchboard, Fire & Gas Monitoring System, ESD System and Communications.
KM3	Separator
KM3	Produced Liquids Manifolding
KM1	Variable Choke
	Glycol Injection System
	Glycol Tank
	Corrosion Inhibitor Injection System
KM1	Liquid / Gas Separator System
PK1	Liquid / Gas Separator System
	Air & Nitrogen Utilities
	Intruder Detection System
	CCTV Camera
PK1	Pig Receiver
KM1	Pig Launcher
	Gas & Liquids Pipeline Systems including Cathodic Protection System
	Mobile Pump Unit
KM4	Kirby Misperton
	Gas & Liquids Pipeline Systems (blanked off)
	Mobile Drains Vessel
	Mobile Vent Vessel
	Control Room Equipment comprising UPS System, MCC Switchboard, Fire & Gas Monitoring System, ESD System and Communications.
	Variable Choke
	Glycol Injection System
	Glycol Tank
	Corrosion Inhibitor Injection System
	Liquid / Gas Separator System
	Air & Nitrogen Utilities
	Intruder Detection System
	Gas & Liquids Pipeline Systems including Cathodic Protection System
PK1	Pickering
	Control Room Equipment comprising UPS System, MCC Switchboard, Fire & Gas Monitoring System, ESD System and Communications.

	Variable Choke
	Glycol Injection System
	Air & Nitrogen Utilities
	Intruder Detection System
	CCTV Camera
	Glycol Tank
	Corrosion Inhibitor Injection System
	Pig Launcher
	Gas & Liquids Pipeline Systems including Cathodic Protection System

Annex 4

Details of the Scheduled Bank Accounts

Account Holder	Type of Account	Name and Address of Bank	Account Number
UK Energy Systems Limited	Operating account	Citi Bank, CGC Centre, Canary Wharf, London E14 5LB	11249479
UK Energy Systems Limited	Working Capital account	Citi Bank, CGC Centre, Canary Wharf, London E14 5LB	11249460
UK Energy Systems Limited	US Dollar Operating account	Citi Bank, CGC Centre, Canary Wharf, London E14 5LB	11249487
UK Energy Systems Limited	Major maintenance account	Citi Bank, CGC Centre, Canary Wharf, London E14 5LB	11261312
UK Energy Systems Limited	Casualty Insurance account	Citi Bank, CGC Centre, Canary Wharf, London E14 5LB	11261320
UK Energy Systems Limited	Capital Expenditure account	Citi Bank, CGC Centre, Canary Wharf, London E14 5LB	11249452
RGS Energy Limited	Operating account	Citi Bank, CGC Centre, Canary Wharf, London E14 5LB	11261622
Viking Petroleum UK Limited	Current account	Natwest Bank plc, Automotive/Oil & Gas, Seventh Floor, 135 Bishopsgate, London, EC2M 3UR	20746636
Viking UK Gas Limited	Current account	Natwest Bank plc, Automotive/Oil & Gas, Seventh Floor, 135 Bishopsgate, London, EC2M 3UR	71017534
Viking UK Gas Limited	Special interest bearing account	Natwest Bank plc, Automotive/Oil & Gas, Seventh Floor, 135 Bishopsgate, London, EC2M 3UR	20702051
Viking UK Gas Limited	Current account	Citi Bank, CGC Centre, Canary Wharf, London E14 5LB	11278894

Annex 5

Details of the Relevant Documents

1. Subordinated Loan Agreement, dated as of May 22, 2009, between GBGH, LLC and UK Energy Systems Limited in the amount of £7,000,000.
2. Amended and Restated Subordinated Loan Agreement dated as of May 22, 2009, between UK Energy Systems Limited and RGS Energy Limited in the amount of £6,000,000.
3. Power Purchase Agreement dated 7 August 2006 entered into between RGS Energy Limited, Scottish Power Energy Management Ltd. and UK Energy Systems Limited, as novated or amended from time to time.
4. Gas Sales Agreement dated 7 August 2006 entered into between RGS Energy Limited, Scottish Power Energy Management Ltd and UK Energy Systems Limited, as novated or amended from time to time.
5. Master Agreement dated 8 April 1993 entered into between Kelt UK Limited, Marinex Exploration Ltd, Tullow Exploration Limited, Edinburgh Oil & Gas plc, as amended or novated from time to time.
6. Novation of Master Agreement dated 7 August 2006 between ScottishPower Generation Limited, RGS Energy Limited, Viking UK Gas Limited and Viking Petroleum UK Limited.
7. Lease of Producers' Facilities, Connection Works and Related Works dated 23 December 1994 entered into between Kelt UK Limited, DSM Energy (UK) Limited, Tullow Exploration Limited, Edinburgh Oil & Gas Plc, as amended or novated from time to time.
8. Novation of Lease of Producer's Facilities, Connection Works and Related Works dated 7 August 2006 between ScottishPower Generation Limited, RGS Energy Limited, Viking Petroleum UK Limited and Viking UK Gas Limited.
9. Operation and Maintenance Agreement relating to the Knapton Power Project, North Yorkshire dated 7 August 2006 entered into between Viking UK Gas Limited and RGS Energy Limited.
10. Agreement for Connection to Northern Electricity Distribution PLC's Distribution System dated 7 August 2006 entered into between Northern Electricity Distribution PLC and RGS Energy Limited.
11. Agreement for Sale and Purchase dated 7 August 2006 between ScottishPower Generation Limited, RGS Energy Limited and UK Energy Systems Limited.
12. TCW Purchase agreement dated 9 March 2006 between TCW Global Project Fund II, LTD, Viking LLC and UK Energy Systems Limited, and the Second Amendment Agreement to Purchase Agreement dated as of 2 June 2006, among TCW Global Project Fund II, LTD, Viking LLC and UK Energy Systems Limited.
13. International Daywork Drilling Contract dated 8 December 2008 between UK Energy Systems Limited and British Drilling and Freezing Company Limited.
14. Engagement Contract dated 22 December 2008 between UK Energy Systems Limited, Viking UK Gas Limited, Viking Petroleum UK Limited, RGS Energy Limited and FTI Consulting Limited ("FTI"), as amended pursuant to a letter dated 14 April 2009 from FTI to UK Energy Systems Limited and as may be subsequently amended or novated from time to time.
15. Policy No. WS0800422. Insurer: Aspen Insurance UK Ltd.

16. Onshore Energy Policy. Policy No. EE0800242. Insurer: AIG UK Limited.
17. Policy No. 091/P001/LR470658/7. Insurer: Zurich Global Corporate UK.
18. Policy No. PB0110882A. Insurer: Brit Insurance Limited.
19. Policy No. CY/EP13931. Insurer: Royal & Sun Alliance Insurance Plc.
20. Policy No. 21002277. Insurer: AIG UK Limited.

Annex 6

The Chargors

Chargor	Jurisdiction of Chargor	Register Number
RGS Energy Limited	England and Wales	5721316
UK Energy Systems Limited	England and Wales	5721315
Viking Petroleum UK Limited	England and Wales	4946049
Viking UK Gas Limited	England and Wales	1421481

Annex 7

Licences

Production Licence No. PL077 issued on 8 April 1968 in respect of blocks SE88a, SE89c, SE98a, SE99b

Production Licence No. PL079 issued on 8 April 1968 in respect of blocks SE67b, SE68d, SE77a, SE78d

Production Licence No. PL080 issued on 8 April 1968 in respect of blocks SE77b, SE78c, SE87c

Production Licence No. PL081 issued on 8 April 1968 in respect of blocks SE87d, SE96b, SE97b, TA06a, TA07d

Appraisal Licence No. AL006 issued on 9 March 1993 in respect of blocks SE78b, SE88e

Development Licence DL005 issued on 1 March 1994 in respect of block SE87f

Exploration and Development Licence PEDL 177 issued on 1 July 2008 in respect of blocks SE77c, SE77d and SE87a.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1421481
CHARGE NO. 17**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIRST LIEN DEBENTURE DATED 9
JUNE 2009 AND CREATED BY VIKING UK GAS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH CREDIT PARTY TO THE BANK OF NEW YORK MELLON
(FIRST LIEN COLLATERAL AGENT) AND/OR THE SECURED
PARTIES AND/OR ANY RECEIVER ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 19 JUNE 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JUNE 2009



Companies House
— for the record —

P
R O



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