

**EXECUTION COPY**

**Deed of Guarantee issued by Rentokil Initial 1927 plc in  
respect of the €2,500,000,000 Euro Medium Term Note  
Programme of Rentokil Initial plc**

**Dated 23 October 2008**

**Rentokil Initial 1927 plc**  
(Guarantor)

**and**

**H.S.B.C. Corporate Trustee Company (UK) Limited**  
(Trustee)

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## **Deed of Guarantee**

**Dated 23 October 2008**

**BETWEEN** (1) RENTOKIL INITIAL 1927 PLC (the **Guarantor**) and (2) H.S.B.C. CORPORATE TRUSTEE COMPANY (UK) LIMITED (the **Trustee**)

**In favour of** the Trustee as trustee for the Noteholders and, if different, the Couponholders.

### **Whereas:**

The Guarantor has agreed to guarantee the payment of all sums expressed to be payable from time to time by Rentokil Initial plc (the **Issuer**) in respect of notes (**Notes**) issued by the Issuer from time to time under the Issuer's Debt Issuance Programme, until as provided by, and subject to, Clause 10 the latter of (a) such date as no note issued under the Old Programme (as defined below) remains outstanding (as defined in the Old Programme Trust Deed) and (b) such date as none of (i) the Issuer's £300 million 5.75 per cent. Notes due 2016 and (ii) other notes, if any, issued under the Debt Issuance Programme from the date hereof to 31 December 2008, remains outstanding (as defined in the Trust Deed).

**Now this Guarantee witnesses as follows:**

## **1 Interpretation**

### **1.1 Definitions**

In this Guarantee all capitalised terms shall (unless otherwise defined herein) have the meanings given to them in the Trust Deed and the following expressions shall have the following meanings:

**Consent** includes any authorisation, approval, consent, licence, exemption, filing, registration, notarisation or other matter, official, corporate or otherwise;

**Debt Issuance Programme** means the Issuer's €2.5bn Euro Medium Note Programme constituted by the Trust Deed;

**Group** means the Issuer and its subsidiaries and affiliates taken as a whole;

**Law** includes any law, judicial order or treaty or any regulation, rule or official directive and **unlawful** is to be construed accordingly;

**Noteholder** means any holder of Notes, and **Couponholder** means any holder of coupons relating to such Notes, as the case may be;

**Old Programme** means the Guarantor's €2.5bn Euro Medium Note Programme constituted by the Old Programme Trust Deed;

**Old Programme Trust Deed** means the trust deed dated 14 November 2001 and made between the Guarantor and the Old Programme Trustee as the same may be amended, supplemented, restated and/or modified from time to time;

**Old Programme Trustee** means H.S.B.C. Trustee (C.I.) Limited;

**Person** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

**Termination Date** has the meaning given to it in Clause 10;

**this Guarantee** means this Deed of Guarantee as the same may be amended, supplemented, restated and/or modified from time to time; and

**Trust Deed** means the trust deed dated 9 December 2005 as supplemented by the First Supplemental Trust Deed dated 19 March 2007 and the Second Supplemental Trust Deed dated 13 June 2008 constituting the Notes including the Terms and Conditions of the Notes set out therein of even date herewith and made between the Issuer and the Trustee as the same may be amended, supplemented, restated and/or modified from time to time.

## **1.2 Clauses**

Any reference in this Guarantee to a Clause is, unless otherwise stated, to a Clause hereof.

## **1.3 Headings**

Headings and sub-headings are for ease of reference only and shall not affect the construction of this Guarantee.

# **2 Guarantee and Indemnity**

## **2.1 Guarantee**

The Guarantor hereby unconditionally and irrevocably guarantees to the Trustee (for the benefit of the Trustee, the Noteholders and the Couponholders) the due and punctual payment of all sums expressed to be payable from time to time by the Issuer under the Agency Agreement, the Trust Deed, and, if different, in respect of the Notes, the Receipts or the Coupons (if any) as and when the same become due and payable and accordingly undertakes to pay to or to the order of the Trustee (for the Trustee and on behalf of the Noteholders and the Couponholders) forthwith in the manner and currency prescribed by the Agency Agreement, the Trust Deed, the Notes, the Receipts or the Coupons (as the case may be) for payments by the Issuer, any and every sum or sums which the Issuer is at any time liable to pay under the terms of the Agency Agreement, the Trust Deed or (if different) in respect of the Notes, the Receipts or Coupons (if any) and which such Issuer has failed to pay.

## **2.2 The Guarantor as Principal Debtor**

As between the Guarantor, the Trustee, the Noteholders and the Couponholders but without affecting the Issuer's obligations, the Guarantor shall be liable under this Clause 2 as if it were the sole principal debtor and not merely a surety. Accordingly, it shall not be discharged, nor shall its liability be affected, by anything that would not discharge it or affect its liability if it were the sole principal debtor (including (1) any time, indulgence, waiver or consent at any time given to the Issuer or any other person, (2) any amendment to any other provisions of this Guarantee, the Agency Agreement, the Trust Deed, the Notes or to the Conditions or to any security or other guarantee or indemnity, (3) the making or absence of any demand on the Issuer or any other person for payment, (4) the enforcement or absence of enforcement of this Guarantee, the Agency Agreement, the Trust Deed, the Notes, the Receipts or the Coupons or of any security or other guarantee or indemnity, (5) the taking, existence or release of any security, guarantee or indemnity, (6) the dissolution, amalgamation, reconstruction or reorganisation of the Issuer or any other person or (7) the illegality, invalidity or unenforceability of or any defect in any provision of this Guarantee, the Agency Agreement, the Trust Deed, the Notes, the Receipts or the Coupons or the Issuer's obligations under any of them).

## **2.3 The Guarantor's Obligations Continuing**

The Guarantor's obligations under this Guarantee are and shall remain in full force and effect by way of continuing security until the earlier of the Termination Date (subject as provided in

Clause 10) and the date no sum remains payable under this Guarantee, the Agency Agreement, the Trust Deed, the Notes, the Receipts or the Coupons. Furthermore, these obligations of the Guarantor are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from the Guarantor or otherwise and may be enforced without first having recourse to the Issuer, any other person, any security or any other guarantee or indemnity. The Guarantor irrevocably waives all notices and demands of any kind and the filing of any claim with a court.

## **2.4 Exercise of the Guarantor's Rights**

So long as any sum remains payable under this Guarantee, the Agency Agreement, the Trust Deed, the Notes, the Receipts or the Coupons:

- 2.4.1 any right of the Guarantor, by reason of the performance of any of its obligations under this Clause 2, to be subrogated to, or of contribution from or indemnified by, the Issuer or to take the benefit of or to enforce any security or other guarantee or indemnity shall be exercised and enforced by the Guarantor only in such manner and on such terms as the Trustee may require or approve in writing; and
- 2.4.2 any amount received or recovered by the Guarantor (1) as a result of any exercise of any such right or (2) in the dissolution, amalgamation, reconstruction or reorganisation of the Issuer shall be held in trust for the Trustee and immediately paid to the Trustee and the Trustee shall hold it on the trusts set out in Clause 7.2.1 hereof.

## **2.5 Suspense Accounts**

Any amount received or recovered by the Trustee in respect of any sum payable by the relevant Issuer under the Agency Agreement, the Trust Deed, the Notes, the Receipts or the Coupons may be placed in a suspense account and kept there for so long as the Trustee thinks fit.

## **2.6 Avoidance of Payments**

If any payment received by the Trustee or any Noteholder or Couponholder under the provisions of the Trust Deed shall (whether on the subsequent bankruptcy, insolvency or corporate reorganisation of the Issuer or, without limitation, on any other event) be avoided or set aside for any reason, such payment shall not be considered as discharging or diminishing the liability of the Guarantor and this guarantee shall continue to apply as if such payment had at all times remained owing by the Issuer, and the Guarantor shall indemnify the Trustee, each Noteholder and each Couponholder against any cost, loss, expense or liability sustained or incurred by it as a result of it being required for any reason (including any bankruptcy, insolvency, winding-up, dissolution, or similar law of any jurisdiction) to refund all or part of any amount received or recovered by it in respect of any sum payable by the Issuer under the Agency Agreement, the Trust Deed, any Note or the Receipts or Coupons relating to such Note.

## **2.7 Debts of Issuer**

If any moneys become payable by the Guarantor under this Guarantee, the Guarantor acknowledges that the Issuer shall not (except in the event of the liquidation of the Issuer) so long as any such moneys remain unpaid, pay any moneys for the time being due from such Issuer to the Guarantor. The provisions of Clause 2.4.2 shall apply to any moneys received by the Guarantor from the Issuer while any moneys are payable by the Guarantor under this Guarantee.

## **2.8 Indemnity**

As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees (1) that if any sum that, although expressed to be payable by the Issuer under the Agency Agreement, the Trust Deed, the Notes or the Receipts or Coupons, is for

any reason (whether or not now existing and whether or not now known or becoming known to the Issuer, the Guarantor, the Trustee or any Noteholder or Couponholder) not recoverable from the Guarantor on the basis of a guarantee it shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to the Trustee on demand and (2) as a primary obligation to indemnify the Trustee, each Noteholder and each Couponholder against any loss suffered by it as a result of any sum expressed to be payable by the relevant Issuer under the Agency Agreement, the Trust Deed, the Notes or the Receipts or Coupons not being paid on the date and otherwise in the manner specified in the Agency Agreement or the Trust Deed or any payment obligation of the Issuer under the Agency Agreement, the Trust Deed, the Notes, the Receipts or the Coupons being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to the Trustee, any Noteholder or any Couponholder), the amount of that loss being the amount expressed to be payable by the Issuer in respect of the relevant sum.

## **2.9 Costs**

All costs, charges, liabilities, loss, damages and expenses including any value added tax chargeable in respect thereof and legal fees and expenses on a full indemnity basis properly incurred and payments made by the Trustee or any appointee thereof in the preparation or execution or purported preparation or execution of any of its trusts, powers, authorities and discretions under this Guarantee, the enforcement of any provision of this Guarantee and/or the taking of proceedings or any other action against or in relation to the Guarantor under this Guarantee or in respect of any other matter done or omitted in any way relating to this Guarantee shall be payable by the Guarantor on demand. Such costs, charges, liabilities and expenses shall:

- 2.9.1 in the case of payments made by the Trustee before such demand, carry interest from the date of the demand at the rate of 2 per cent. per annum over the base rate of H.S.B.C. Bank plc on the date on which the Trustee made such payments; and
- 2.9.2 in other cases, carry interest at such rate from 30 days after the date of the demand or (where the demand specifies that payment is to be made on an earlier date) from such earlier date.

## **3 Enforcement by Trustee**

### **3.1 Enforcement by Trustee**

The Trustee may at its discretion or shall on the instructions of the Noteholders under clause 8(A) of the Trust Deed (as applicable) and without notice (but subject always to being indemnified to its satisfaction as therein provided) take such proceedings as it may think fit against the Guarantor to enforce the provisions of this Guarantee.

### **3.2 Authority to Enforce**

The provisions as to enforcement of the Notes contained in clause 8 of the Trust Deed (as applicable) shall apply to this Guarantee as if this Guarantee were referred to therein.

### **3.3 Only Trustee to Enforce**

Only the Trustee may enforce the provisions of this Guarantee. No Noteholder or Couponholder shall be entitled to proceed directly against the Guarantor to enforce performance of any of the provisions of this Guarantee unless the Trustee, having become bound to take proceedings in accordance with the provisions of clause 8 of the Trust Deed, fails to do so within a reasonable period and such failure shall be continuing.

## **4 Consents**

The Guarantor shall promptly:

- (a) obtain;
- (b) renew;
- (c) supply certified copies to the Trustee of; and
- (d) comply with the terms of,

any consent required under any law to enable it to perform its obligations under, or for the validity or enforceability of, this Guarantee.

## **5 Fees, Duties and Taxes**

The Guarantor will pay any stamp, issue, registration, documentary and other fees, duties and taxes, including interest and penalties, payable on or in connection with (i) the execution and delivery of these presents and (ii) any action taken by or on behalf of the Trustee or (where permitted under these presents so to do) any Noteholder or Couponholder to enforce, or to resolve any doubt concerning, or for any other purpose in relation to, these presents.

## **6 Currency Indemnity**

6.1 The Issuer shall indemnify the Trustee, the Noteholders and the Couponholders and keep them indemnified against:

- (a) any Liability incurred by any of them arising from the non-payment by the Issuer of any amount due to the Trustee or the holders of the Notes and the relative Receiptholders or Couponholders under these presents by reason of any variation in the rates of exchange between those used for the purposes of calculating the amount due under a judgment or order in respect thereof and those prevailing at the date of actual payment by the Guarantor; and
- (b) any deficiency arising or resulting from any variation in rates of exchange between (i) the date as of which the local currency equivalent of the amounts due or contingently due under these presents (other than this Clause 6) is calculated for the purposes of any bankruptcy, insolvency or liquidation of the Guarantor and (ii) the final date for ascertaining the amount of claims in such bankruptcy, insolvency or liquidation. The amount of such deficiency shall be deemed not to be reduced by any variation in rates of exchange occurring between the said final date and the date of any distribution of assets in connection with any such bankruptcy, insolvency or liquidation.

6.2 The above indemnities shall constitute obligations of the Guarantor separate and independent from its other obligations under the other provisions of these presents and shall apply irrespective of any indulgence granted by the Trustee or the Noteholders, the Receiptholders or the Couponholders from time to time and shall continue in full force and effect notwithstanding the judgment or filing of any proof or proofs in any bankruptcy, insolvency or liquidation of the Guarantor for a liquidated sum or sums in respect of amounts due under these presents (other than this Clause 6). Any such deficiency as aforesaid shall be deemed to constitute a loss suffered by the Noteholders, the Receiptholders and the Couponholders and no proof or evidence of any actual loss shall be required by the Guarantor or its liquidator or liquidators.

## **7 Preservation of Rights**

### **7.1 Enforcement**

The Trustee may make any arrangement or compromise with the Issuer (without prejudice to the rights and obligations of the Issuer and the Guarantor inter se) or with the Guarantor in

relation to this Guarantee which the Trustee in its absolute discretion considers expedient in the interests of the Noteholders and the Couponholders.

## **7.2 Application of moneys received by the Trustee**

**7.2.1 Declaration of Trust:** All moneys received by the Trustee in respect of amounts payable under this Guarantee shall, despite any appropriation of all or part of them by the Issuer or the Guarantor unless and to the extent attributable in the opinion of the Trustee to a particular series of Notes, be apportioned *pari passu* and rateably between each series of the Notes and all moneys received by the Trustee under this Guarantee to the extent attributable in the opinion of the Trustee to a particular series or which are apportioned thereto as aforesaid shall be held by the Trustee on trust to apply them (subject to the provisions of Clauses 2.5 and 7.2.2):

first, in payment of all costs, charges, loss, damages, expenses including any value added tax chargeable in respect thereof and legal fees and expenses on a full indemnity basis and liabilities properly incurred by the Trustee or any appointee thereof (including remuneration payable to it) in carrying out its functions under this Guarantee or the Trust Deed as the case may be and any other amount owing to it under this Guarantee or the Trust Deed

secondly, in payment of any amounts owing in respect of the Notes or the Coupons of that series *pari passu* and rateably

thirdly, in payment of any amounts owing in respect of the Notes or coupons of each other series

fourthly, in payment of any amounts owing in respect of the Agency Agreement and

fifthly, in payment of any balance to the Guarantor for itself.

## **7.2.2 Investment by Trustee:**

- (a) The Trustee may at its discretion and pending payment invest moneys at any time available for the payment of principal, premium (if any) and interest on the Securities in some or one of the investments hereinafter authorised for such periods as it may consider expedient with power from time to time at the like discretion to vary such investments. All interest and other income deriving from such investment shall be applied first in payment or satisfaction of all amounts then due and unpaid under Clause 7.2.1 to the Trustee and/or any Appointee and otherwise held for the benefit of and paid to the Holders or Couponholders, as the case may be.
- (b) Any moneys which under these presents ought to or may be invested by the Trustee may be invested in the name or under the control of the Trustee in any investments or other assets in any part of the world whether or not they produce income or by placing the same on deposit in the name or under the control of the Trustee at such bank or other financial institution and in such currency as the Trustee may think fit. If that bank or institution is the Trustee or a Subsidiary, holding or associated company of the Trustee, it need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on such a deposit to an independent customer. The Trustee may at any time vary any such investments for or into other investments or convert any moneys so deposited into any other currency and shall not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise.

## **7.3 Additional Security**

This Guarantee is in addition to, and is not in any way prejudiced by, any other security, guarantee or indemnity now or hereafter held by the Trustee, any Noteholder or any



Couponholder as security for the obligations of each of the Issuers under the Agency Agreement, the Trust Deed, the Notes or, as the case may be, the Coupons.

#### **7.4   Pari passu**

The Guarantor undertakes that its obligations under this Guarantee will at all times rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Guarantor, save for such obligations as may be preferred by law.

### **8       Deposit of Guarantee**

An original of this Guarantee shall be deposited with and held by or to the order of the Trustee at such place as it shall determine until the date which is the earlier of two years after that on which:

- (a)     all the obligations of each of the Issuers under or in respect of the Notes and/or the Coupons or under the Trust Deed or the Agency Agreement have been discharged in full; and
- (b)     this Guarantee has terminated pursuant to Clause 10.

The Guarantor hereby acknowledges the right of the Trustee and of every Noteholder and Couponholder to the production of this Guarantee.

### **9       Stamp Duties**

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which are payable upon or in connection with the execution and delivery of this Guarantee, and shall indemnify the Trustee and each Noteholder and Couponholder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs as a result of or arising out of or in relation to any failure to pay or any delay in paying any of the same.

### **10     Termination**

The Guarantor shall be discharged and released from all its obligations and liabilities under this Guarantee on the latter of (a) such date on which no notes issued pursuant to the Old Programme are outstanding (as defined in the Old Programme Trust Deed) and (b) such date as none of (i) the Issuer's £300 million 5.75 per cent. Notes due 2016 and (ii) other notes, if any, issued under the Debt Issuance Programme from the date hereof to 31 December 2008, remains outstanding (as defined in the Trust Deed) ("**Termination Date**"), except in relation to its obligations and liabilities arising hereunder before such date.

### **11     Amendments**

Any provision of this Guarantee may be amended or waived with the agreement of the Guarantor and the Trustee. The Trustee may effect, on behalf of the Noteholders and the Couponholders, any amendment which it has agreed with the Guarantor.

## **12 Benefit of Guarantee**

### **12.1 Deed**

This Guarantee shall take effect as a deed for the benefit of the Trustee, the Noteholders and the Couponholders from time to time.

### **12.2 Benefit**

The obligations expressed to be assumed by the Guarantor in this Guarantee shall enure for the benefit of the Trustee and each Noteholder and Couponholder and its (and any subsequent) successors and assigns. Pursuant to the provisions of Clause 3.3 the Trustee shall enforce such obligations against the Guarantor on behalf of itself, the Noteholders and the Couponholders.

### **12.3 No assignment**

The Guarantor may not assign or transfer all or any of its rights, benefits or obligations under this Guarantee.

## **13 Partial Invalidity**

If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Guarantee nor the legality, validity or enforceability of such provision under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

## **14 Notices**

Any notice or demand to the Guarantor or the Trustee to be given, made or served for any purposes under these presents shall be given, made or served by sending the same by pre-paid post (first class if inland, first class airmail if overseas) or facsimile transmission or by delivering it by hand as follows:

to the Issuer:                Rentokil Initial 1927 plc  
                                  Portland House  
                                  Bressenden Place  
                                  London SW1E 5BH  
                                  England

(Attention: Company Secretary)

Facsimile No. (020) 7866 3803

to the Trustee:             H.S.B.C. Corporate Trustee Company (UK) Limited  
                                  8 Canada Square  
                                  London E14 5HQ

(Attention: CTLA Trustee Services Administration)

Facsimile No. (020) 7991 4351

or to such other address or facsimile number as shall have been notified (in accordance with this Clause 14) to the other party hereto and any notice or demand sent by post as aforesaid shall be deemed to have been given, made or served three days in the case of inland post or seven days in the case of overseas post after despatch and any notice or demand sent by

facsimile transmission as aforesaid shall be deemed to have been given, made or served 24 hours after the time of despatch PROVIDED THAT in the case of a notice or demand given by facsimile transmission such notice or demand shall forthwith be confirmed by post. The failure of the addressee to receive such confirmation shall not invalidate the relevant notice or demand given by facsimile transmission.

**15      Contracts (Rights of Third Parties) Act 1999**

Subject to the provisions of Clauses 3 and 12 hereof, no person shall have any right to enforce any term of this Guarantee under the Contracts (Rights of Third Parties) Act 1999.

**16      Governing Law**

This Guarantee, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, English law.

In witness whereof this Guarantee has been executed as a deed by the Guarantor and the Trustee and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by )  
RENTOKIL INITIAL 1927 PLC )  
acting by ANDREW MACFARLANE )  
and PAUL GRIFFITHS )

Director

Secretary

*A. C. Dwyer*  
*Paul Griffiths*

EXECUTED as a deed by )  
HSBC CORPORATE TRUSTEE )  
COMPANY (UK) LIMITED )  
acting by its attorney )

by its attorney

In the presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Occupation of witness

In witness whereof this Guarantee has been executed as a deed by the Guarantor and the Trustee and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by )  
RENTOKIL INITIAL 1927 PLC )  
acting by )  
and ) Director


Secretary

EXECUTED as a deed by )  
HSBC CORPORATE TRUSTEE )  
COMPANY (UK) LIMITED )  
acting by its attorney Director )

by its attorney

Anne Danhaive  
Director

In the presence of

 Signature of witness  
Leticia Acevedo Name of witness  
Authorised Signatory  
Address of witness

HSBC  
Corporate Trust & Loan Agency  
8 Canada Square Level 24 Occupation of witness  
London E14 5HQ  
Transaction Manager