



Registration of a Charge

Company Name: **APEX CORPORATE TRUSTEES (UK) LIMITED**

Company Number: **00239726**



Received for filing in Electronic Format on the: **27/10/2021**

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Details of Charge

Date of creation: **22/10/2021**

Charge code: **0023 9726 0036**

Persons entitled: **BANK OF AMERICA, N.A.**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CAHILL GORDON & REINDEL (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 239726

Charge code: 0023 9726 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd October 2021 and created by APEX CORPORATE TRUSTEES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th October 2021 .

Given at Companies House, Cardiff on 28th October 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED 22 October 2021

**EACH COMPANY LISTED IN SCHEDULE 1
(THE ORIGINAL CHARGORS)
as Chargors**

and

**BANK OF AMERICA, N.A.
as Collateral Agent**

SECOND LIEN DEBENTURE

WILLKIE FARR & GALLAGHER (UK) LLP

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Contents

Clause	Page
1. Definitions and Interpretations	1
2. Security	7
3. Priority	8
4. Set-off	8
5. Covenant to Release.....	9
6. Restrictions	9
7. Perfection	9
8. Enforcement.....	11
9. Application of proceeds	12
10. Undertakings	13
11. Miscellaneous	14
12. Governing Law and Jurisdiction.....	18
Schedule 1	
The Original Chargors	19
Schedule 2	
Initial Administrative Details of the Parties.....	20
Schedule 3	
Investments	21
Schedule 4	
Key Accounts.....	22
Schedule 5	
Notices and Acknowledgements	23
Schedule 6	
Security Accession Deed	25

THIS DEED is dated 22 October 2021 and made between:

- (1) EACH COMPANY listed in Schedule 1 (*The Original Chargors*) to this Deed (each an “**Original Chargor**” and together the “**Original Chargors**”); and
- (2) BANK OF AMERICA, N.A., as Collateral Agent for itself and the other Secured Parties (the “**Collateral Agent**”).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Deed:

“**Administrative Receiver**” means one or more administrative receivers appointed, or to be appointed, under this Deed;

“**Administrator**” means one or more administrators appointed, or to be appointed, under this Deed;

“**Charged Assets**” means the Fixed Charge Assets and the Floating Charge Assets;

“**Chargor**” means an Original Chargor or a person which grants security over its assets in favour of the Collateral Agent by executing a Security Accession Deed;

“**Company**” means Apex Structured Intermediate Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda;

“**Debt**” means a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including Security) connected with it;

“**Default Rate**” means the rate specified in Section 2.13(c) (*Interest*) of the Second Lien Credit Agreement;

“**Disposal**” means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security;

“**Enforcement Event**” means any time when an Event of Default has occurred and is continuing;

“**Equipment**” means all plant, machinery and other equipment used in the business of a Chargor and situated in England and Wales, except equipment of a type which is disposed of in the ordinary course of trading, and all warranties and other Rights relating to it;

“**Event of Default**” has the meaning given to it in the Second Lien Credit Agreement;

“Excluded Accounts” shall mean (i) any account used solely for payroll, payroll taxes or other employee wage and benefit payments, (ii) any accounts maintained by any Chargor solely to secure letters of credit to the extent permitted under Section 6.02 (xxi) (*Liens*) of the Second Lien Credit Agreement, (iii) escrow accounts for consideration that could reasonably be expected to become payable as a result of the execution of definitive documents or commitments entered by any Chargor in connection with Permitted Acquisitions or acquisitions consummated prior to the Effective Date, (iv) accounts encumbered by Liens set forth in paragraph (c) of the definition of Permitted Encumbrances in the Second Lien Credit Agreement or Section 6.02(viii) of the Second Lien Credit Agreement and other accounts containing funds not beneficially owned by any Chargor (including trust accounts), and (v) any account not included in clauses (i) – (iv) of this definition holding less than US\$25,000 individually or \$100,000 in the aggregate with respect to all such accounts included under this paragraph (v). For the avoidance of doubt, each bank account specified in Schedule 4 (*Key Accounts*) is not and will never be an Excluded Account;

“Excluded Property” means the following assets to be excluded from the charge and/or assignment created by Clause 2.1 (*Charges*):

- (a) any leasehold property held by a Chargor;
- (b) any Future Excluded Property Lease provided they preclude absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property;
- (c) any Investments in an Excluded Subsidiary;
- (d) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property; and
- (e) any Material Contract or Insurance Policy which a Chargor is entitled to under any contract which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in such Material Contract or Insurance Policy, in each case until the relevant condition or waiver has been satisfied or obtained;

“Excluded Subsidiary” means:

- (a) any Unrestricted Subsidiaries;
- (b) any Person (other than any Wholly Owned Restricted Subsidiary) to the extent the pledge thereof to the Collateral Agent is not permitted by the terms of such Person’s organizational (to the extent not included in contemplation of circumventing the requirements hereof) or joint venture documents;
- (c) Immaterial Subsidiaries; and
- (d) not-for-profit Subsidiaries, captive insurance companies, Securitization Entities and other special purpose subsidiaries;

“Financial Collateral” has the meaning given to it by the Financial Collateral Arrangements (No 2) Regulations 2003;

“First Lien Debenture” means the debenture on or about the date of this Deed, between, amongst others, each company listed in Schedule 1 to that debenture as the Original Chargors and JPMorgan Chase Bank, N.A. as Collateral Agent;

“Fixed Charge Assets” means those assets which are from time to time the subject of Clauses 2.2(b), 2.2(c) and 2.2(f);

“Floating Charge Assets” means those assets which are from time to time the subject of Clause 2.2(e);

“Future Excluded Property Lease” means any leases in respect of leasehold properties acquired by a Chargor after the date of this Deed the terms of which preclude absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property;

“Indebtedness” has the meaning given to it in the Second Lien Credit Agreement;

“Insurance Policy” means any contract or policy of insurance (including life insurance or assurance in which a Chargor may from time to time have an interest as a beneficiary under its terms, but excluding any third party liability or public liability insurance and any directors and officers insurance;

“Intellectual Property” means all other copyright (including rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, moral rights, inventions, confidential information, knowhow, utility models, plant variety rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist, in each case provided these rights are material to the operation of the business of the Company and the Restricted Subsidiaries, taken as a whole;

“Investment” means:

- (a) an investment described in Schedule 3 (*Investments*);
- (b) any shares or loan capital held in a Subsidiary other than a Subsidiary which is required to, or has, become a Credit Party pursuant to the Second Lien Credit Agreement after the date of this Deed;
- (c) any investment acquired after the date of this Deed which is designated in writing as an Investment by the Company and the Collateral Agent after disclosure on or prior to the next Quarterly Update Date following its acquisition;
- (d) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person), and any accretions to them and other Rights arising in connection with them,

and in each case shall not include any investment in an Unrestricted Subsidiary or an Immaterial Subsidiary;

“Key Account” means an account that is not an Excluded Account and described in Schedule 4 (*Key Accounts*);

“Lender” means the persons defined as such in the Second Lien Credit Agreement;

“Loan Documents” has the meaning given to it in the Second Lien Credit Agreement;

“Officer” means, in relation to a person, means any officer, employee or agent of that person;

“Permitted Encumbrances” has the meaning given to it in the Second Lien Credit Agreement;

“Quarterly Update Date” shall mean the later of: (i) the date of the delivery of the financial statements pursuant to Section 5.01(b) (*Financial Statements and Other Information*) of the Second Lien Credit Agreement, (ii) the date that is thirty (30) days after the acquisition of the applicable assets or rights acquired after the date hereof or the occurrence of the applicable change and (iii) the date that is agreed to in the Collateral Agent’s sole discretion;

“Receiver” means an Administrative Receiver or a Specific Receiver;

“Right” means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary;

“Second Lien Credit Agreement” means the second lien credit agreement dated 27 July 2021 between, amongst others, Apex Structured Holdings Ltd. as Holdings, Apex Structured Intermediate Holdings Ltd. as Company (as defined therein), the Secured Parties and Bank of America, N.A. as Collateral Agent and Administrative Agent, as it may from time to time be amended, restated, novated or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties);

“Secured Obligations” has the meaning given to it in the Second Lien Credit Agreement;

“Secured Parties” has the meaning given to it in the Second Lien Credit Agreement;

“Secured Party Security” means the Security created by this Deed and any other existing or future Security granted by a Chargor to the Collateral Agent to secure the payment and discharge of Secured Obligations;

“Secured Party Security Document” means a document creating or evidencing Secured Party Security;

“Security” means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to Indebtedness and which has the same commercial effect as if security had been created over it; and
- (c) any right of set-off created by agreement;

“Security Accession Deed” means a deed executed by a member of the Apex Group substantially in the form set out in Schedule 6 (*Security Accession Deed*), with any amendments which the Collateral Agent may approve or reasonably require;

“Specific Receiver” means one or more receivers or managers appointed, or to be appointed, under this Deed who is not an Administrative Receiver;

“Subsidiary” has the meaning given to it in the Second Lien Credit Agreement;

“Termination Date” has the meaning given to it in the Second Lien Credit Agreement;

“Third Parties Act” means the Contracts (Rights of Third Parties) Act 1999; and

“VAT” means value added tax,

all other capitalised terms used herein but not otherwise defined herein shall have the meanings set forth in the Second Lien Credit Agreement.

1.2 Interpretation

- (a) In this Deed:
 - (i) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
 - (ii) references to clauses and schedules are to clauses of, and schedules to, this Deed;
 - (iii) references to the Second Lien Credit Agreement, any Loan Document or any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;
 - (iv) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
 - (v) references to a person include its successors in title, permitted assignees and permitted transferees;
 - (vi) words importing the plural include the singular and vice versa; and
 - (vii) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed

which refers to that enactment will be amended in such manner as the Collateral Agent, after consultation with the Company, determines to be necessary in order to preserve the intended effect of this Deed.

- (b) The obligations of the Chargors under this Deed are joint and several.
- (c) Where this Deed imposes an obligation on a Chargor to do something if required or requested by the Collateral Agent (such request to be made by written notice to that Chargor), it will do so as soon as practicable after it becomes aware of the requirement or request.
- (d) It is intended that this document takes effect as a deed even though the Collateral Agent may only execute it under hand.
- (e) This Deed may be executed in counterparts.
- (f) The provisions of any other Loan Document relating to:
 - (i) any disposition of an interest in land; or
 - (ii) any obligation of the Lenders to make further advances, are deemed to be incorporated in this Deed.
- (g) Where a definition of a type of asset in Clause 1.1 contains a number of categories, each category will be construed as separate from each other category.
- (h) Clauses 2.1 (*Payment of Secured Obligations*), 4 (*Set-off*) and 10.2(b) (*General undertakings*) are for the benefit of the Secured Parties and can be directly enforced by each of them.
- (i) A notification given to the Administrative Agent shall be deemed to constitute a notice to the Collateral Agent but only to the extent that the Collateral Agent and the Administrative Agent are the same entity.
- (j) Without prejudice to the security created pursuant to this Deed, in the event that there is a conflict or inconsistency between the terms of this Deed and the terms of the Second Lien Credit Agreement, the terms of the Second Lien Credit Agreement will prevail.
- (k) Notwithstanding anything to the contrary in this Deed, the terms of this Deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Loan Documents.

1.3 Third party rights

- (a) The Rights conferred on each Receiver and on each Officer of the Collateral Agent or a Receiver under Clauses 11.4 (*Expenses, liability and indemnity*) and 11.5 (*Payments*) are enforceable by each of them under the Third Parties Act.
- (b) No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a party to this Deed.

- (c) The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party. However, they may not terminate this Deed or vary any of its terms if this would have the effect of terminating or adversely affecting the Rights of a Receiver or of an Officer of the Collateral Agent or a Receiver under this Deed without its consent, but only to the extent that it has notified the Collateral Agent that it intends to enforce that clause at the time of the termination or variation.

2. SECURITY

2.1 Payment of secured obligations

Each Chargor shall pay or otherwise discharge all Secured Obligations under or in connection with the Loan Documents as and when they fall due, on the terms of, and in accordance with, the Loan Documents.

2.2 Charges

- (a) The charges contained in this Clause 2.2:
 - (i) are continuing security for the payment of the Secured Obligations and are given to the Collateral Agent as trustee for the Secured Parties;
 - (ii) secure the payment and discharge of the Secured Obligations; and
 - (iii) are given with full title guarantee.
- (b) Each Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:
 - (i) Key Accounts (other than Excluded Accounts);
 - (ii) Intellectual Property;
 - (iii) Insurance Policies (to the extent not effectively assigned under paragraph (d) below);
 - (iv) Debts;
 - (v) goodwill and uncalled capital, and
 - (vi) in any Rights accruing to, derived from or otherwise connected with any of the assets in paragraph (a) to (f) (including insurances and proceeds of Disposal and of insurances),

to the extent such assets are not subject to a prohibition on charging (including the requirement to obtain consent).
- (c) Each Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in any Investments and in any Rights accruing to, derived from or otherwise connected with them (including insurances and proceeds of Disposal and of insurances).

- (d) Each Chargor assigns, all its rights, title and interest in and to the Insurance Policies and all related Rights, to the extent such assets are not Excluded Property.
- (e) Each Chargor charges, by way of first floating charge, its undertaking and all its present and future assets including, but not limited to, all Equipment now belonging to or vested in it, other than those effectively charged under Clauses (b) or (c), to the extent such assets are not subject to a prohibition on charging.
- (f) The Collateral Agent may convert all or part of the floating charge created by each Chargor under Clause (d) into a fixed charge by giving written notice to that effect to the Chargor concerned and specifying the identity of the assets concerned. This may be done on one or more occasion, but only after the occurrence of an Enforcement Event.
- (g) The Security created by paragraphs (b) to (f) of this Clause 2.2 (*Charges*) shall not apply to Excluded Assets (as defined in the Second Lien Credit Agreement).

2.3 Subsequent Security

If a Secured Party receives notice that any Security has been created over Charged Assets which the Loan Documents do not permit to rank in priority to the Secured Party Security, that Secured Party will be treated as if it had immediately opened a new account for each Chargor, and all payments received by that Secured Party from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to that Secured Party.

3. PRIORITY

The security created pursuant to Clause 2.2 (*Charges*) and Clause 2.3 (*Subsequent Security*) will be junior and subordinate to any security created under the First Lien Debenture.

4. SET-OFF

4.1 Set-off rights

- (a) Following an Enforcement Event, a Secured Party may set off any matured Secured Obligation due from a Chargor (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.
- (c) These Rights are in addition to the security conferred on the Collateral Agent under this Deed.

5. COVENANT TO RELEASE

- (a) Other than as permitted or not prohibited under the Second Lien Credit Agreement or the First Lien Debenture, there will be no Disposal of any Fixed Charge Asset.
- (b) Upon the occurrence of the Termination Date or any disposal not prohibited by the Second Lien Credit Agreement or the First Lien Debenture, the Collateral Agent shall, at the request and cost of any Chargor, in accordance with Section 9.15 (*Release of Liens and Guarantees*) of the Second Lien Credit Agreement, as soon as reasonably practicable, take any action including preparing and delivering all documents and instruments (including any termination or release letter or deed), revoking any powers of attorney and performing all acts or deeds (including returning title documents, share certificates, related stock transfer forms and any other document belonging to the Chargors) which are, in each case, necessary or otherwise requested by the Chargors (acting reasonably) to release or re-assign the Charged Assets from the Security constituted by this Deed.

6. RESTRICTIONS

- (a) Each Chargor will ensure that the restrictions contained in this Clause 6 are complied with unless the Collateral Agent agrees to the contrary.
- (b) Except as otherwise created or permitted pursuant to the First Lien Debenture, no Security will exist over, or in relation to, any Charged Asset other than Permitted Encumbrances.
- (c) Notwithstanding anything to the contrary in this Deed, the terms of this Deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Loan Documents (or that would not otherwise cause a Default or Event of Default under the Loan Documents) or where the required consent has been obtained and the Collateral Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document.

7. PERFECTION

7.1 General action

- (a) Each Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, deposit all such documents and do all such other things otherwise expressly required hereunder as the Collateral Agent may, acting reasonably, require from time to time in order to:
 - (i) ensure that it has an effective first-ranking fixed charge over the Fixed Charge Assets, subject only to Permitted Encumbrances;
 - (ii) ensure that it has an effective first-ranking floating charge over the Floating Charge Assets, subject only to Permitted Encumbrances; and

- (iii) facilitate the enforcement of the Secured Party Security, the realisation of the Charged Assets or the exercise of any Rights held by the Collateral Agent or any Receiver or Administrator under or in connection with the Secured Party Security.
- (b) The scope of Clause 7.1 is not limited by the specific provisions of the rest of this Clause 7 or by any other provision of the Secured Party Security Documents.

7.2 Notification

If, after the date of this Deed a Chargor acquires a new Subsidiary (that is not an Excluded Subsidiary) it will notify the Collateral Agent on or prior to the next Quarterly Update Date.

7.3 Shares

If, at any time, a Chargor owns shares in a Subsidiary that is not an Excluded Subsidiary, it will, to the extent not already deposited, delivered and/or executed pursuant to the First Lien Debenture:

- (a) within 20 Business Days of the date of this Deed (or, if it acquires the shares later, on or prior to the next Quarterly Update Date following such acquisition), deposit with the Collateral Agent all certificates or other documents of title to those shares and stock transfer forms for them to the extent such shares are required to be charged under this Deed, executed in blank by the Chargor; and
- (b) if required to do so by the Collateral Agent (and to the extent that the Chargor is able to do so) amend the articles of association of the Subsidiary concerned in the manner required by the Collateral Agent (and procure that the Subsidiary takes, or omits to take, all such other steps as the Collateral Agent may reasonably require) in order to enable it to enforce its security without restriction.

7.4 Key Accounts and Excluded Accounts

- (a) If, at any time, a Chargor has a Right in respect of a Key Account (including at such time that an Excluded Account ceases to be an Excluded Account under clause (v) of the definition of “Excluded Account”), it will, in relation to any Key Account which is not an Excluded Account, on or prior to the next Quarterly Update Date after it acquires such Right:
 - (i) deliver a notice of this Deed to the other parties to the relevant Key Account substantially in the form set out in the applicable part of Schedule 5 (*Notices and Acknowledgements*); and
 - (ii) use its commercially reasonable endeavours to procure that those parties deliver an acknowledgement of the notice to the Collateral Agent substantially in the form set out in that part of that Schedule as soon as reasonably practicable provided its obligation to obtain that acknowledgement shall cease on the expiry of 20 Business Days from service of such notice.

- (b) The instructions in the above mentioned notice may not be revoked or varied without the consent of the Collateral Agent. For the avoidance of doubt, once a bank account that was an Excluded Account ceases to be an Excluded Account (including without limitation where the balance in such account exceeds any threshold provided for in the definition of Excluded Account), such account shall from that point on constitute a Key Account and will not thereafter be an Excluded Account.

8. ENFORCEMENT

8.1 Time for enforcement

The Collateral Agent may enforce the Secured Party Security created by a Chargor at any time following an Enforcement Event or if the Chargor concerned requests it to do so.

8.2 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Deed shall be immediately exercisable at any time after an Enforcement Event has occurred.

8.3 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Deed, those contained in this Deed shall prevail.

8.4 Exercise of Powers

- (a) The power of sale or other disposal and other powers conferred on the Collateral Agent and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale and other powers conferred on mortgagees under section 101 of the Law of Property Act 1925 and such powers shall arise on the date of this Deed free from the restrictions imposed by sections 93 and 103 of the Law of Property Act 1925, which shall not apply to the Charged Assets and the Secured Party Security.
- (b) All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed, and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly), may be exercised by the Collateral Agent without further notice to any Chargor at any time after an Enforcement Event has occurred, irrespective of whether the Collateral Agent has taken possession or appointed a Receiver of the Charged Assets.

8.5 Appropriation under the Financial Collateral Regulations

- (a) To the extent that any of the Charged Assets constitute “financial collateral” and this Deed and the obligations of the Chargors 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 (as amended) (the “**Regulations**”)), the Collateral Agent shall have the right upon an Enforcement Event, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the relevant Chargors at any time after an Enforcement Event has occurred.
- (b) The parties agree that the value of any such appropriated financial collateral shall be:
 - (i) in the case of securities, the price at which such securities can be disposed of by the Collateral Agent; and
 - (ii) in the case of any other asset, the market value of such financial collateral as determined by the Collateral Agent, in each case, in a commercially reasonable manner (including by way of an independent valuation),

and, further, the parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

8.6 Third parties

A person dealing with the Collateral Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

9. APPLICATION OF PROCEEDS

All money received by the Collateral Agent or a Receiver under or in connection with the Loan Documents will, subject to the rights of any persons having priority, be applied in the order of priority set forth in Section 7.03 (*Application of Funds*) of the Second Lien Credit Agreement, provided that all fees, costs, expenses payable to any Receiver shall be included in, and be deemed for the purposes of this Clause and Section 7.03 (*Application of Funds*) of the Second Lien Credit Agreement, to be fees, costs and expenses of the Collateral Agent.

10. UNDERTAKINGS

10.1 Investments

- (a) Following an Enforcement Event (and also once the Secured Party Security is being enforced), each Chargor shall hold any distributions in respect of the Investments on trust for the Secured Parties and pay the same to, or as directed by, the Collateral Agent.
- (b) Following an Enforcement Event (and also once the Secured Party Security is being enforced), but only upon written notice to the relevant Chargor, the Collateral Agent will be entitled to exercise all voting and other Rights in respect of the Chargors' Investments. Otherwise, the Chargors will be entitled to exercise those Rights in a manner which would not prejudice the rights of the Secured Parties or adversely affect the validity, enforceability or existence of the Security provided such exercise is not prohibited in the Loan Documents.
- (c) To the extent that the holder of those Investments is not the person entitled to receive those distributions and exercise those Rights, the holder will pay the distributions to the person entitled to them and will exercise those Rights in accordance with the reasonable requirements of the person entitled to exercise them.

10.2 General undertakings

- (a) Each Chargor agrees that it shall not take or permit any action which would reasonably be expected to impair the Collateral Agent's Rights in the security created under this Deed, except as otherwise not prohibited in accordance with the Second Lien Credit Agreement.
- (b) The Secured Parties may exchange between themselves any information relating to the Chargors.
- (c) If a Chargor does not comply with its obligations under this Deed resulting in an Event of Default, the Collateral Agent may, following written notice to that Chargor, do so on that Chargor's behalf on such basis as the Collateral Agent may reasonably decide, to take any action which is necessary to ensure that those obligations are complied with. That Chargor will indemnify the Collateral Agent against the reasonable, documented and invoiced out-of-pocket costs, loss or liability suffered as a result of doing so as and to the extent set forth in Section 9.03 (*Expenses; Indemnity; Damage Waiver; Limitation of Liability*) of the Second Lien Credit Agreement.

11. MISCELLANEOUS

11.1 Law of Property Act and Insolvency Act Provisions

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Deed to the extent required for any purported disposition of the Charged Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) The obligations of the Chargors under this Deed and any document entered into pursuant to this Deed shall be in addition to the covenants deemed to be included in this Deed or such other document by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) Notwithstanding any other provision of this Deed, the obtaining of a moratorium under section IA of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.
- (d) Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

11.2 Trust

The Collateral Agent holds the Secured Party Security and the benefit of this Deed and any Security Accession Deed and any other Secured Party Security Document on trust for the Secured Parties on the terms of the Loan Documents.

11.3 Duration of the security

- (a) The obligations of each Chargor under the Loan Documents and the security created by the Secured Party Security will continue until the Termination Date occurs.
- (b) If any payment by a Chargor or any other security provider or any release given by the Collateral Agent (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
 - (i) the liability of each Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (ii) the Collateral Agent will be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, release, avoidance or reduction had not occurred.

- (c) Section 93 of the Law of Property Act 1925 will not apply to the Secured Party Security.

11.4 Expenses, liability and indemnity

- (a) Each Chargor will, on demand, pay all reasonable, documented and invoiced out-of-pocket legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by the Collateral Agent or by any Receiver in connection with the Secured Party Security. This includes any reasonable, documented and invoiced out-of-pocket costs and expenses relating to the enforcement or preservation of the Secured Party Security or the Charged Assets and to any amendment, waiver, consent or release required in connection with the Secured Party Security.
- (b) Neither the Collateral Agent nor a Receiver nor any of their Officers will be in any way liable or responsible to any Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets or the Secured Party Security, except to the extent caused by its own negligence or wilful misconduct.
- (c) Each Chargor will, on demand, indemnify each of the Collateral Agent, a Receiver and their Officers in respect of all reasonable, documented and invoiced out-of-pocket costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:
 - (i) anything done or omitted in the exercise of the powers conferred on it under the Secured Party Security, unless it was caused by its fraud, negligence or wilful misconduct;
 - (ii) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Secured Party Security had not been granted and which was not caused by its negligence or wilful misconduct; or
 - (iii) any breach by that Chargor of the terms of this Deed resulting in an Event of Default.

11.5 Payments

- (a) All payments by a Chargor under the Secured Party Security Documents will be made in full, without any set-off or other deduction.
- (b) If any amount paid by a Chargor or any other Loan Party or credited to any Secured Party in respect of the Secured Obligations is avoided or reduced or otherwise set aside on the insolvency, liquidation, administration or similar laws of, or applicable to, a Chargor or any other Loan Party or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed and the liability of the Chargors under this Deed and the security constituted by this Deed shall continue.

- (c) If any tax or other sum must be deducted from any amount payable by a Chargor under the Secured Party Security Documents, the Chargor concerned will pay such additional amounts as are necessary to ensure that the recipient receives a net amount equal to the full amount it would have received before such deductions.
- (d) All amounts payable by a Chargor under the Secured Party Security Documents are exclusive of VAT. Each Chargor will, in addition, pay any applicable VAT on those amounts.
- (e) If a Chargor fails to make a payment to a person under the Secured Party Security Documents, it will pay interest to that person on the amount concerned at the Default Rate to the extent required by Section 2.13(c) (*Interest*) of the Second Lien Credit Agreement from the date it should have made the payment until the date of payment (after, as well as before, judgment).
- (f) No payment by a Chargor (whether under a court order or otherwise) will discharge the Secured Obligation of that Chargor unless and until the Secured Parties have received payment in full in the currency in which the Secured Obligation is denominated. If, on conversion into that currency, the amount of the payment falls short of the amount of the Secured Obligation concerned, the Secured Parties will have a separate cause of action against the Chargor for the shortfall.
- (g) Any certification or determination by the Collateral Agent of an amount payable by a Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

11.6 Remedies

- (a) The Rights created by this Deed are in addition to any other Rights of the Secured Parties against the Chargors or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- (b) No failure by a Secured Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Secured Party preclude its further exercise.
- (c) If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

11.7 Power of attorney

- (a) Each Chargor, by way of security, irrevocably appoints each of the Collateral Agent and any Receiver severally to be its attorney:

- (i) to prepare and make any filings against any Chargor or take any other action which it considers to be necessary in order to perfect the security created under this Deed;
 - (ii) to do anything which that Chargor is obliged to do under the Secured Party Security Documents; and
 - (iii) to exercise any of the Rights conferred on the attorney by the Secured Party Security Documents or by law.
- (b) Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause provided such notification shall not waive any claim of any Chargor for the fraud, gross negligence or wilful misconduct of the Collateral Agent. The powers conferred on any attorney appointed by the Chargors pursuant to Clause 11.7(a) may only be exercisable by that attorney upon:
 - (i) the occurrence of an Enforcement Event; and/or
 - (ii) if the relevant Chargor has failed to comply with a further assurance or perfection obligation and such failure has not been remedied within 10 Business Days after written request.

11.8 Service of Process

- (a) The Company and each Chargor irrevocably appoint Apex Consolidation Entity Limited (or such other person designated in writing by the Company from time to time), at its address set forth on Schedule [9.01] (*Notices*) to the Second Lien Credit Agreement to receive on its behalf process issued out of the English courts in connection with this Deed and Apex Consolidation Entity Limited by its execution of this Deed accepts that appointment.
- (b) Failure by the process agent to notify the Company or the relevant Chargor of the process will not invalidate the proceedings concerned.
- (c) If this appointment is terminated for any reason, the Company and each Chargor will appoint a replacement agent and will ensure that the new agent notifies the Collateral Agent of its acceptance of appointment.

11.9 Parties

- (a) Each Chargor which executes this Deed will be bound by it even if other intended Chargors do not do so or are not effectively bound by it.
- (b) If required to do so under the Second Lien Credit Agreement, the Company will procure that any new Subsidiary of a Chargor will, promptly upon becoming a Subsidiary, become a party to this Deed by executing a Security Accession Deed in form and substance satisfactory to the Collateral Agent. If it would otherwise constitute unlawful financial assistance to do so, the Company will use its commercially reasonable endeavours to ensure that the security is granted in a lawful manner.

- (c) The Collateral Agent may be replaced by a successor in accordance with the terms of the Second Lien Credit Agreement.
- (d) On the date of its appointment, the successor Collateral Agent will assume all the Rights and obligations of the retiring Collateral Agent. However, this does not apply to any obligations of the retiring Collateral Agent which arise out of its acts or omissions as Collateral Agent before the appointment of the successor, in respect of which the retiring Collateral Agent will continue to have the obligations imposed by, and the Rights contained in, this Deed and the Security Trust Deed.
- (e) The retiring Collateral Agent will, at the Chargors' reasonable, documented and invoiced out-of-pocket expense, provide its successor with copies of those of its records as Collateral Agent as its successor properly requires to perform its functions as Collateral Agent.

11.10 Notices

All notices and other communications shall be given or made in accordance with Section 9.01 (*Notices*) of the Second Lien Credit Agreement.

12. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- (c) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) or any non-contractual obligations arising out of or in connection with this Deed (a "**Dispute**").
- (d) Clause 12(b) is for the benefit of the Collateral Agent only. As a result, the Collateral Agent will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1
The Original Chargors

Name	Registered Number
Apex Consolidation Entity Ltd	10275566
Apex Corporate Trustees (UK) Limited	00239726
Apex Depositary (UK) Limited	08749704
Apex Fund and Corporate Services (UK) Limited	05648495
Apex US Holdings Ltd	09111640
GC Agile Holdings Limited	10727998
GC Agile Intermediate Holdings Limited	10728148

Schedule 2
Initial Administrative Details of the Parties

Party	Address	Email address	Attention
Apex Consolidation Entity Ltd	6 th Floor, Bastion House, 140 London Wall, London, EC2Y 5DN	tejvinder.minhas@apexfunds.co.uk	Tejvinder Minhas, Group Company Secretary
Apex Corporate Trustees (UK) Limited	6 th Floor, Bastion House, 140 London Wall, London, EC2Y 5DN	tejvinder.minhas@apexfunds.co.uk	Tejvinder Minhas, Group Company Secretary
Apex Depositary (UK) Limited	6 th Floor, Bastion House, 140 London Wall, London, EC2Y 5DN	tejvinder.minhas@apexfunds.co.uk	Tejvinder Minhas, Group Company Secretary
Apex Fund and Corporate Services (UK) Limited	6 th Floor, Bastion House, 140 London Wall, London, EC2Y 5DN	tejvinder.minhas@apexfunds.co.uk	Tejvinder Minhas, Group Company Secretary
Apex US Holdings Ltd	6 th Floor, Bastion House, 140 London Wall, London, EC2Y 5DN	tejvinder.minhas@apexfunds.co.uk	Tejvinder Minhas, Group Company Secretary
GC Agile Holdings Limited	6 th Floor, Bastion House, 140 London Wall, London, EC2Y 5DN	tejvinder.minhas@apexfunds.co.uk	Tejvinder Minhas, Group Company Secretary
GC Intermediate Holdings Limited	6 th Floor, Bastion House, 140 London Wall, London, EC2Y 5DN	tejvinder.minhas@apexfunds.co.uk	Tejvinder Minhas, Group Company Secretary

Schedule 3 Investments

Name of Chargor which holds the Investment	Name of issuer issuing the Investment	Number and description of Investment
Apex Consolidation Entity Ltd	Apex Corporate Trustees (UK) Limited	8,975,001 Ordinary Shares of £1.00 each
Apex Consolidation Entity Ltd	Apex Depositary (UK) Limited	210,000 Ordinary Shares of £1.00 each
Apex Consolidation Entity Ltd	Apex Fund and Corporate Services (UK) Limited	2 Ordinary shares of £1.00 each
Apex Consolidation Entity Ltd	Apex US Holdings Ltd	100 Ordinary Shares of £1.00 each
GC Agile Holdings Limited	GC Intermediate Holdings Limited	99,757,203 Ordinary Shares of £0.01 each

Schedule 4
Key Accounts

Name of Chargor	Bank at which account held	Account number
N/A	N/A	N/A

Schedule 5
Notices and Acknowledgements

Key Accounts

To: Account Bank

Date: [●]

Dear Sirs

Notice of Charge

1. We give you notice that, under a composite second lien debenture dated [●] entered into by us (and others) in favour of Bank of America, N.A. (the “**Collateral Agent**”), we have charged to the Collateral Agent by way of first fixed charge all of our rights in our [●] account with you (no. [●]) (the “**Account**”).
2. We have agreed with the Collateral Agent not to close the account or to amend or waive any of its terms without the consent of the Collateral Agent.
3. We instruct you:
 - (a) to honour withdrawals from the Account if requested by the Collateral Agent;
 - (b) not to honour any withdrawals from the Account if requested by us, unless our instructions are countersigned by the Collateral Agent; and
 - (c) disclose to the Collateral Agent, without further approval from us, such information regarding the Account as the Collateral Agent may from time to time request and to send it copies of all statements and other notices issued by you in connection with the Account.
4. These instructions cannot be varied or terminated without the consent of the Collateral Agent.

Please sign the enclosed acknowledgement and return it to the Collateral Agent at [address] marked for the attention of [●].

Acknowledgement of Charge

To: Bank of America, N.A. in its capacity as Collateral Agent

- 1. We acknowledge receipt of the notice [*described above*].
- 2. We have not received notice that any other person has an interest in the Account.
- 3. We will comply with the instructions in the notice.
- 4. We will not, without the Collateral Agent's consent, permit any amount to be withdrawn from the Account.
- 5. We will not, without the Collateral Agent's consent, exercise any right of combination, consolidation or set-off which we may have in respect of the Account.

EXECUTED as a **DEED** by)
[**ACCOUNT BANK**] as the)
Account Bank acting by)

.....
Authorised Signatory

.....
Authorised Signatory

Date: [●]

Schedule 6
Security Accession Deed

THIS DEED is dated _____ and made between:

- (1) **[INSERT NAME OF ADDITIONAL CHARGOR]** a limited liability company with registered number *[number]* and having its registered office at *[address]* (the “**Additional Chargor**”); and
- (2) **BANK OF AMERICA, N.A.**, as security trustee for the Secured Parties (the “**Collateral Agent**”).

BACKGROUND:

- (A) This deed is supplemental to a second lien debenture dated [●] between, among others, the Company, the chargors named therein and the Collateral Agent (the “**Second Lien Debenture**”).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute it under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Second Lien Debenture shall have the same meaning when used in this Deed.

1.2 Construction

Clause 1.2 (*Interpretation*) of the Second Lien Debenture will be deemed to be set out in full in this Deed, but as if references in that clause to the “Deed” (meaning the Second Lien Debenture) and other similar expressions were references to this Deed.

2. CREATION OF SECURITY

2.1 Accession

The Additional Chargor agrees to be a Chargor for the purposes of the Second Lien Debenture with immediate effect and agrees to be bound by all of the terms of the Second Lien Debenture as if it had originally been a party to it as a Chargor (but so that the Security created on this accession will be created on the date of this Deed).

2.2 Covenant to pay

The Additional Chargor as primary obligor, covenants that it will on demand pay, discharge and satisfy the Secured Obligations in the manner provided for in the Loan Documents when they fall due for payment pursuant to, and in accordance with, the Loan Documents.

2.3 Charges

- (a) The Additional Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:
 - (i) Material Contracts (to the extent not effectively assigned under Clause 2.2(e));
 - (ii) Key Accounts (other than Excluded Accounts);
 - (iii) Intellectual Property;
 - (iv) Insurance Policies (to the extent not effectively assigned under Clause 2.2(e));
 - (v) Debts;
 - (vi) goodwill and uncalled capital, and
 - (vii) in any Rights accruing to, derived from or otherwise connected with any of the assets in paragraph (a) to (h) (including insurances and proceeds of Disposal and of insurances),to the extent such assets are not Excluded Property or are not subject to a prohibition on charging (including the requirement to obtain consent).
- (b) The Additional Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in any Investments and in any Rights accruing to, derived from or otherwise connected with them (including insurances and proceeds of Disposal and of insurances), to the extent such assets are not Excluded Property.
- (c) The Additional Chargor assigns, all its rights, title and interest in and to the Insurance Policies and all related Rights, to the extent such assets are not Excluded Property.
- (d) The Additional Chargor charges, by way of first floating charge, its undertaking and all its present and future assets including, but not limited to, all Equipment now belonging to or vested in it, other than those effectively charged under Clauses 2.2(b) or 2.2(c), to the extent such assets are not subject to a prohibition on charging.

3. RESTRICTIONS

- (a) The Additional Chargor will ensure that the restrictions contained in this Clause 3 are complied with unless the Collateral Agent agrees to the contrary.
- (b) No Security will exist over, or in relation to, any Charged Asset other than Permitted Encumbrances or any Excluded Property.

- (c) Other than as not prohibited under the Second Lien Credit Agreement, there will be no Disposal of any Fixed Charge Asset or any Excluded Property.

4. CONSTRUCTION OF SECOND LIEN DEBENTURE

- (a) The Second Lien Debenture shall remain in full force and effect as supplemented by this Deed.
- (b) The Second Lien Debenture and this Deed shall be read together as one instrument on the basis that references in the Second Lien Debenture to “this deed” or “this Second Lien Debenture” and other similar expressions will be deemed to be references to the Second Lien Debenture as supplemented by this Deed.

5. DESIGNATION AS A LOAN DOCUMENT

This Deed is designated as a Loan Document.

6. FAILURE TO EXECUTE

Failure by one or more parties (“**Non-Signatories**”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

7. NOTICES

The Additional Chargor confirms that its address details for notices are as follows:

Address: [•]
Email: [•]
Attention: [•]

8. GOVERNING LAW

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a “**Dispute**”).
- (c) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (d) The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE TO DEED OF ACCESSION

Key Accounts

Name of Chargor	Bank at which account held	Account number
<i>[Name of Chargor]</i>	<i>[Name of bank]</i>	<i>[Details]</i>

Investments

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
<i>[Name of Chargor]</i>	<i>[Name of company]</i>	[XX] [ordinary] shares of [XX] each

SIGNATORIES TO DEED OF ACCESSION

THE ADDITIONAL CHARGOR

EXECUTED as a **DEED** by
[*NAME OF ADDITIONAL CHARGOR*] acting by:

Print name: _____

Title: _____

Signature: _____

Witness

Print name: _____

Signature: _____

Address: _____

Occupation: _____

THE COLLATERAL AGENT

BANK OF AMERICA, N.A.,
in its capacity as collateral agent
for the Secured Parties

)
)

By:

Title:

SIGNATORIES TO SECOND LIEN DEBENTURE

THE CHARGORS

EXECUTED and DELIVERED
as a **DEED** by
APEX CONSOLIDATION
ENTITY LTD

)
)
)
)

.....
Director/Secretary
Peter Hughes

in the presence of:

.....
Name of witness

Address:

EXECUTED and DELIVERED
as a **DEED** by
APEX CORPORATE TRUSTEES
(UK) LIMITED

)
)
)
)

.....
Director/Secretary

in the presence of:

.....
Name of witness

Address:

SIGNATORIES TO SECOND LIEN DEBENTURE

THE CHARGORS

EXECUTED and DELIVERED)
as a DEED by)
APEX CONSOLIDATION)
ENTITY LTD)

.....
Director/Secretary

in the presence of:

.....
Name of witness

Address:

EXECUTED and DELIVERED)
as a DEED by)
APEX CORPORATE TRUSTEES)
(UK) LIMITED)

.....
Director/Secretary

in the presence of:

.....
Name of witness - SHARON MARTIN

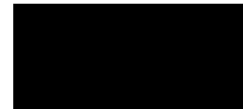
Address:

EXECUTED and DELIVERED)
as a **DEED** by)
APEX DEPOSITARY (UK) LIMITED)



.....
Director/Secretary

in the presence of:



.....
Name of witness

Address:.....

EXECUTED and DELIVERED)
as a **DEED** by)
APEX FUND AND CORPORATE)
SERVICES (UK) LIMITED)

.....
Director/Secretary

in the presence of:

.....
Name of witness

Address:.....

EXECUTED and DELIVERED)
as a DEED by)
APEX DEPOSITARY (UK) LIMITED)

Director/Secretary

in the presence of:

.....
Name of witness

Address:.....

EXECUTED and DELIVERED)
as a DEED by)
APEX FUND AND CORPORATE)
SERVICES (UK) LIMITED)

Director/Secretary

in the presence of:

Roy PRITCHARD
.....
Name of witness

Address:..

EXECUTED and DELIVERED
as a **DEED** by
APEX US HOLDINGS LTD

)
)
)

.....
Director/Secretary

Peter Hughes

in the presence of:

.....
Name of witness

Address:

EXECUTED and DELIVERED
as a **DEED** by
GC AGILE HOLDINGS LIMITED

)
)
)

.....
Director/Secretary

Peter Hughes

in the presence of:

.....
Name of witness

Address:

EXECUTED and DELIVERED
as a **DEED** by
GC AGILE INTERMEDIATE
HOLDINGS LIMITED

)
)
)
)



.....
Director/Secretary
Peter Hughes

in the presence of:



.....
Name of witness

Address:

.....

THE COLLATERAL AGENT

BANK OF AMERICA, N.A.,
in its capacity as collateral agent
for the Secured Parties

)
)



By: Joan Mok

Title: Vice President