

MR01

Particulars of a charge

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☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR06



LD6

L5J0A780

03/11/2016

#51

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

THURSDAY

1 Company details

Company number 00443687

Company name in full Adient Seating UK Ltd

3 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 31/10/2016

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name JPMorgan Chase Bank, N A (and its successors in
title and permitted transferees) /

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Linklaters LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

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

Contact name Jung Ma

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX 10 London/City

Telephone +44 20 7456 2000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 443687

Charge code. 0044 3687 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2016 and created by ADIENT SEATING UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2016

L/C

Given at Companies House, Cardiff on 9th November 2016



Companies House



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

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

Linklaters LLP 02/11/2016

EXECUTION VERSION

ENGLISH LAW DEBENTURE

dated and delivered as of

31 October 2016

among

ADIENT GLOBAL HOLDINGS LTD,
as the Initial Borrower

each other Chargor
party hereto

and

JPMORGAN CHASE BANK, N A ,
as Collateral Agent

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Exhibit I	Form of Supplement to the English Law Debenture
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THIS DEED dated and delivered as of 31 October 2016 (this "*Deed*"), is among Adient Global Holdings Ltd (the "*Initial Borrower*"), each other Chargor (as defined below) from time to time party hereto and JPMorgan Chase Bank, N A , as collateral agent for the Secured Parties referred to herein (together with its successors and assigns in such capacity, the "*Collateral Agent*")

PRELIMINARY STATEMENT

Reference is made to the Credit Agreement, dated as of July 27 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Initial Borrower, the Lenders party thereto from time to time, the Issuing Banks party thereto from time to time JPMorgan Chase Bank, N A as Administrative Agent and Collateral Agent, and the other parties party thereto

The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement The obligations of the Lenders and the Issuing Banks to extend such credit from time to time are conditioned upon among other things the execution and delivery of this Deed on or prior to the Spinoff Date The Chargors as Borrower or affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement The Chargors are willing to execute and deliver this Deed in order to induce the Lenders and the Issuing Banks to extend such credit under the Credit Agreement

Therefore, to induce the Lenders and the Issuing Banks to make their respective extensions of credit under the Credit Agreement from time to time the parties hereto agree as set out below The parties to this Deed intend it to take effect as a deed (even though the Collateral Agent may only execute it under hand)

ARTICLE I

Definitions

SECTION 1.1 *Credit Agreement*

(a) Capitalized terms used in this Deed and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement

(b) The rules of construction specified in Section 1.02 (*Terms Generally, GAAP*) of the Credit Agreement also apply to this Deed

SECTION 1.2 *Other Defined Terms* As used in this Deed, the following terms have the meanings specified below

"*Acceptable Undertaking*" has the meaning assigned to such term in Section 3.9 (*Material UK Real Property covenants*)

"*Administrator*" means an administrator appointed under Schedule B1 to the Insolvency Act

"Bank Accounts" means, in relation to an English Chargor, all its right title and interest from time to time in and to all current deposit or other accounts with any bank or financial institution, all balances from time to time standing to the credit of or accrued or accruing on those accounts and all Related Rights

"Chargor" means each Loan Party set forth on Schedule I (*Chargors*) and any other Loan Party which becomes a party hereto pursuant to Section 1.3 (*Additional Chargor*) Notwithstanding anything to the contrary set forth herein, any entity that ceases to be a Loan Party in accordance with the terms of Section 9.18 (*Release of Liens and Guarantees*) of the Credit Agreement shall automatically cease to be a Chargor

"Collateral" means the assets which from time to time are, or expressed to be, the subject of the Security Interests or any part of those assets and shall, in any event include the Pledged Collateral and the English Pledged Collateral For the avoidance of doubt, the term Collateral does not include any Excluded Property or Excluded Securities

"Collateral Agent" has the meaning assigned to such term in the introductory paragraph of this Deed

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any English Chargor under any copyright now or hereafter owned by any third party, and all rights of any English Chargor under any such agreement (including any such rights that such English Chargor has the right to license)

"Credit Agreement" has the meaning assigned to such term in the preliminary statement of this Deed

"CREST" means the relevant system (within the meaning of the Uncertificated Securities Regulations) operated by Euroclear UK and Ireland Limited

"Deed" has the meaning assigned to such term in the introductory paragraph of this deed, as amended, restated supplemented or otherwise modified from time to time.

"Delegate" means a delegate or sub-delegate appointed by the Collateral Agent or a Receiver in accordance with this Deed

"Design License" means any written agreement, now or hereafter in effect, granting any right to any English Chargor under any registered or unregistered design rights, including Registered Community Designs, Unregistered Community Designs, United Kingdom registered designs and United Kingdom unregistered designs, now or hereafter owned by any third party, and all rights of any English Chargor under any such agreement (including any such rights that such English Chargor has the right to license)

"Dispute" has the meaning assigned to such term in Section 5.12(a) (*Jurisdiction Consent to Service of Process*)

“English Chargor” means any Chargor which is incorporated or organised in England and Wales

“English Equity Interests” means any Equity Interests in respect of any Person which is incorporated or organised under the laws of England and Wales

“English Pledged Collateral” has the meaning assigned to such term in Section 2 2 (*Security over certain Equity Interests owned by Foreign Chargors*)

“Equity Interests” of any person means any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing

“Financial Collateral” has the meaning assigned to such term in Section 4 3(d) (*Rights and liabilities of Collateral Agent and Receivers*)

“Financial Collateral Regulations” has the meaning assigned to such term in Section 4 3(d) (*Rights and liabilities of Collateral Agent and Receivers*)

“Fixtures” means in relation to Material UK Real Property fixtures, fittings and fixed plant, machinery and apparatus in connection with that Material UK Real Property

“Foreign Chargor” means each Chargor that is incorporated or organised under the laws of any jurisdiction other than England and Wales

“Insolvency Act” means the Insolvency Act 1986

“Insurances” means, in relation to an English Chargor, all its right, title and interest from time to time in and to all contracts and policies of insurance of any kind taken out by or on behalf of it and all Related Rights

“Intellectual Property” means all intellectual property of every kind and nature of any English Chargor, whether now owned or hereafter acquired by any English Chargor, including, inventions, registered and unregistered design rights, patents, copyrights, database rights, trade marks, service marks, get-up, rights in trade names, business names, moral rights, Patent Licenses, Copyright Licenses, Trade Mark Licenses, Design Licenses, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other data or information and all related documentation in each case whether registered or unregistered

“Investments” means, in relation to an English Chargor, all its right, title and interest from time to time in and to (a) debt obligations owed to such English Chargor listed opposite the name of such English Chargor on Schedule II (*Pledged Collateral, English Pledged Collateral*), (b) all other debt obligations existing on the Spinoff Date or in the future issued to

such English Chargor and (c) the certificates, promissory notes and any other instruments if any, evidencing such debt obligations

"IP Agreements" means all material Copyright Licenses Patent Licenses, Design Licenses and Trade Mark Licenses, including, without limitation, the agreements set forth on Schedule III (*Intellectual Property*) hereto

"Law of Property Act" means the Law of Property Act 1925

"Material UK Real Property" means, in relation to a Chargor all its right, title and interest from time to time in and to any freehold property located in England and Wales constituting Material Real Property (including, without limitation, the property listed on Schedule V (*Material UK Real Property*)), all Fixtures from time to time on that property, and all Related Rights

"Patent License" means any written agreement, now or hereafter in effect, granting to any English Chargor any right to make, use or sell any invention covered by a patent, now or hereafter owned by any third party (including any such rights that such English Chargor has the right to license)

"Permitted Liens" means Liens that are permitted pursuant to Section 6 02 (*Liens*) of the Credit Agreement

"Plant and Machinery" means in relation to an English Chargor, all its right, title and interest from time to time in and to all plant, equipment and machinery and all Related Rights

"Pledged Collateral" has the meaning assigned to such term in Section 2 1 (*Security over Equity Interests, Investments and Receivables of English Chargors*)

"Receivables" means, in relation to an English Chargor, all its right, title and interest from time to time in and to all book and other debts of any nature, all other rights to receive money (excluding Bank Accounts), and all Related Rights

"Receiver" means a receiver and manager or other receiver appointed in respect of all or any part of the Collateral and shall, if allowed by law, include an administrative receiver

"Related Rights" means, in relation to any Collateral (a) any proceeds of sale, transfer or other disposal, lease, licence sub-licence or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Collateral, (b) any other assets and rights at any time receivable or distributable of or in exchange for such assets, (c) any moneys, or proceeds, dividends or distributions paid or payable deriving from that Collateral, (d) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Collateral, (e) any awards or judgments in favour of a Chargor in relation to that Collateral, and (f) any other assets deriving from or relating to that Collateral

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"**Security Interest**" means all or any of the Security created or expressed to be created in favour of the Collateral Agent by or pursuant to this Deed

"**Trade Mark License**" means any written agreement now or hereafter in effect, granting any right to any English Chargor under any trade mark, including any United Kingdom trade marks and European Union trade marks, now or hereafter owned by any third party, and all rights of any English Chargor under any such agreement (including any such rights that such English Chargor has the right to license)

"**Uncertificated Securities Regulations**" means the Uncertificated Securities Regulations 2001

SECTION 1.3 **Additional Chargor.** Upon execution and delivery by any Subsidiary that is required or permitted to become a party hereto by Section 5.10 (*Further Assurances, Additional Guarantors, Additional Security*) of the Credit Agreement or the Collateral and Guarantee Requirement of the Credit Agreement of a supplement hereto substantially in the form of Exhibit I (*Form of Supplement to the English Law Debenture*) hereto (or another instrument reasonably satisfactory to the Collateral Agent and the Borrower Representative), such subsidiary shall become an English Chargor or Foreign Chargor as applicable. The execution and delivery of any such instrument shall not require the consent of any other party to this Deed. The rights and obligations of each party to this Deed shall remain in full force and effect notwithstanding the addition of any new party to this Agreement.

ARTICLE II

Security Interests in Equity Interests, Investments and Receivables

SECTION 2.1 **Security over Equity Interests, Investments and Receivables of English Chargors.** Each English Chargor, with full title guarantee and as security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, charges in favour of the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties

(a) by way of first fixed charge, all its Equity Interests (including those shares and interests listed on Schedule II (*Pledged Collateral, English Pledged Collateral*)) and any other Equity Interests obtained in the future by such English Chargor, and in each case any Related Rights in connection with such Equity Interests and any certificates representing all such Equity Interests, *provided* that such charged property shall not include any Excluded Securities or Excluded Property, and

(b) by way of first fixed charge the Investments and Receivables and in each case any Related Rights thereto, *provided* that in each case such charged Investments and Receivables shall not include any Excluded Securities or Excluded Property (the property referred to in clauses (a) and (b) collectively the "*Pledged Collateral*")

SECTION 2.2 *Security over certain Equity Interests owned by Foreign Chargors.* Each Foreign Chargor, with full title guarantee and as security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations charges in favour of the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties (a) by way of first fixed charge, all its English Equity Interests (including those shares and interests listed on Schedule II (*Pledged Collateral, English Pledged Collateral*)) and any other English Equity Interests obtained in the future by such Foreign Chargor and in each case, any Related Rights provided that such charged property shall not include any Excluded Securities or Excluded Property (the property referred to in this Section 2.2 (*Security over certain Equity Interests owned by Foreign Chargors*) collectively, the "*English Pledged Collateral*")

SECTION 2.3 *Delivery of certain Collateral*

(a) Each English Chargor agrees promptly to deliver or cause to be delivered to the Collateral Agent, for the benefit of the Secured Parties, any and all certificates or other instruments (if any) representing any Pledged Collateral (and with respect to Investments, Investments in an individual principal amount in excess of \$5,000,000 (or its currency equivalent)) (except to the extent that delivery thereof would violate applicable law). Each Foreign Chargor agrees promptly to deliver or cause to be delivered to the Collateral Agent, for the benefit of the Secured Parties, any and all certificates or other instruments (if any) representing any English Pledged Collateral.

(b) Upon delivery to the Collateral Agent, any Pledged Collateral or English Pledged Collateral required to be delivered pursuant to clause (a) above shall be accompanied by transfer forms, as applicable, duly executed in blank or other instruments of transfer reasonably satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request. Each such delivery of Pledged Collateral and English Pledged Collateral, shall be accompanied by a schedule describing such Pledged Collateral or English Pledged Collateral, in substantially the same form as Schedule II (*Pledged Collateral, English Pledged Collateral*), provided that failure to provide such schedule hereto shall not affect the validity of the Security Interests contemplated herein. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 2.4 *Representations, Warranties and Covenants* Each Chargor, as applicable, represents, warrants and covenants to and with the Collateral Agent, for the benefit of the Secured Parties, that

(i) Schedule II (*Pledged Collateral, English Pledged Collateral*) correctly sets forth (or with respect to any Equity Interest or English Equity Interest, as applicable issued by an issuer that is not a subsidiary of Parent, correctly sets forth to the knowledge of the relevant Chargor) as of the Spinoff Date, the percentage of the issued and outstanding units of each class of the Equity Interests or English Equity Interests, as applicable, of the issuer thereof, and includes all Equity Interests, English Equity Interests and Investments in an individual principal amount in excess of \$5,000,000 (or its currency equivalent) secured hereunder.

(ii) the Equity Interests, Investments and Receivables which in each case constitute Pledged Collateral and English Pledged Collateral, as applicable (with respect to any Equity Interest, English Equity Interest Investments or Receivables, as applicable, issued or owing by a person that is not a subsidiary of Parent, to the knowledge of the relevant Chargor), as of the Spinoff Date, (x) have been duly and validly authorised and issued by the issuers or created by the debtors (as applicable) thereof and (y) (i) in the case of the Equity Interests and English Equity Interests, are fully paid and (ii) in the case of Investments and Receivables, are legal valid and binding obligations of the issuers or debtors (as applicable) thereof, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding at law or in equity) and any implied covenant of good faith and fair dealing,

(iii) except for the Security Interests (and other security interests not prohibited by the Loan Documents), each Chargor (i) is and, subject to any transfers not in violation of the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Collateral and English Pledged Collateral (as applicable) owned by such Chargor, (ii) holds the same free and clear of all Liens, other than Permitted Liens, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any Security in or other Lien on, the Pledged Collateral or the English Pledged Collateral, as applicable, other than pursuant to a transaction not prohibited by the Credit Agreement and other than Permitted Liens and (iv) subject to the rights of such Chargor under the Loan Documents to Dispose of the Pledged Collateral or the English Pledged Collateral, as applicable, will use commercially reasonable efforts to defend its title or interest thereto or therein against any and all Liens (other than Permitted Liens), however arising, of all persons,

(iv) other than as set forth in the Credit Agreement, and except for restrictions and limitations imposed by the Loan Documents or securities laws generally or otherwise not prohibited by the Credit Agreement, the Equity Interests constituting Pledged Collateral and the English Pledged Collateral, are and will continue to be freely transferable and none of the Equity Interests constituting Pledged Collateral or English Pledged Collateral, are or will be subject to any option, right of first refusal shareholders agreement charter by-law, memorandum of association or articles of association provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the Security Interests therein, the Disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder other than under any applicable Requirement of Law,

(v) each Chargor has the power and authority to charge the Pledged Collateral and the English Pledged Collateral and grant the Security Interests therein in the manner hereby done or contemplated

(vi) other than as set forth in the Credit Agreement, as of the Spinoff Date no consent or approval of any Governmental Authority, any securities exchange or any other person was or is necessary to the validity of the Security Interest in the Pledged Collateral

or English Pledged Collateral effected hereby other than such as have been obtained and are in full force and effect.

(vii) by virtue of the execution by the respective Chargors of this Deed and to the extent required, when any MR01 forms naming the Collateral Agent as secured party are filed in the appropriate filing office within the required time frame, the Collateral Agent will obtain for the benefit of the Secured Parties, a legal, valid and perfected security interest in the Pledged Collateral and the English Pledged Collateral, subject only to Permitted Liens.

(viii) each Chargor that is an issuer of the Equity Interests charged hereunder or issuer or a debtor of Investments or Receivables charged hereunder, in each case constituting Pledged Collateral or English Pledged Collateral, as applicable, confirms that it has received notice of the Security Interest therein and consents to such security interest and, subject to the terms of any applicable Intercreditor Agreement, agrees to, as applicable, transfer record ownership of the Equity Interests or Investments issued by it or pay any amounts owing to another Chargor in respect of the Investments or Receivables (in each case charged hereunder) to the Collateral Agent in connection with any request by the Collateral Agent if an Event of Default has occurred and is continuing.

(ix) to the knowledge of the relevant Chargor no issuer of Equity Interests which constitute Pledged Collateral and the English Pledged Collateral has issued any warning notice or restrictions notice under schedule 1B of the Companies Act 2006.

(x) each Chargor shall promptly notify the Collateral Agent of any intention of which it becomes aware for any Equity Interests or Investments which constitute Pledged Collateral or English Pledged Collateral to be held in uncertificated form and to be transferable through CREST, and

(xi) each Chargor shall promptly deliver to the Collateral Agent a copy of, and comply with, each request for information which is made under section 793 of the Companies Act 2006 relating to any of its Equity Interests constituting Pledged Collateral or English Pledged Collateral. If a Chargor does not comply with such request, the Collateral Agent may provide any information it has on behalf of that Chargor

SECTION 2.5 Registration in Nominee Name; Denominations Subject to any applicable Intercreditor Agreement, the Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Collateral and the English Pledged Collateral in the name of the applicable Chargor, endorsed in blank or in favor of the Collateral Agent or if an Event of Default shall have occurred and be continuing, in its own name as chargee or the name of its nominee (as chargee or as sub-agent). If an Event of Default shall have occurred and be continuing, each Chargor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Collateral or English Pledged Collateral, as applicable registered in the name of such Chargor. If an Event of Default shall have occurred and be continuing the Collateral Agent shall have the right to exchange the certificates representing Pledged Collateral or English Pledged Collateral, as applicable, held by it for certificates of smaller or larger denominations for any purpose

consistent with this Deed, subject to any applicable Intercreditor Agreement. Subject to any applicable Intercreditor Agreement, each Chargor shall cause any Subsidiary that is not a party to this Deed to comply with a request by the Collateral Agent, pursuant to this Section 2.5 (*Registration in Nominee Name, Denominations*), to exchange certificates representing Pledged Collateral or English Pledged Collateral as applicable, of such Subsidiary for certificates of smaller or larger denominations.

SECTION 2.6 *Voting Rights; Dividends and Interest, Etc*

(a) Unless and until an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given written notice to the relevant Chargors of the Collateral Agent's intention to exercise its rights hereunder:

(i) Each Chargor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Collateral or English Pledged Collateral, as applicable, or any part thereof for any purpose not prohibited by the terms of this Deed or the Loan Documents *provided* that, except as not prohibited by the Credit Agreement, such rights and powers shall not be exercised in any manner that would materially and adversely affect the rights and remedies of any of the Collateral Agent or any other Secured Parties under this Deed or any Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall promptly execute and deliver to each Chargor, or cause to be executed and delivered to such Chargor, all such proxies, powers of attorney and other instruments as such Chargor may reasonably request for the purpose of enabling such Chargor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Subject to Section 2.3 (*Delivery of certain Collateral*) and paragraph (b) below, each Chargor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral or English Pledged Collateral, as applicable.

(b) Notwithstanding anything to the contrary in any other Loan Document upon the occurrence and during the continuance of an Event of Default and after written notice by the Collateral Agent to the relevant Chargor or Chargors of the Collateral Agent's intention to exercise its rights hereunder, all rights of any Chargor to receive dividends, interest, principal or other distributions that such Chargor is authorized to receive pursuant to paragraph (a)(iii) of this Section 2.6 (*Voting Rights, Dividends and Interest, Etc*) shall cease, and all such rights shall thereupon become vested for the benefit of the Secured Parties, in the Collateral Agent which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Chargor contrary to the provisions of this Section 2.6 (*Voting Rights, Dividends and Interest, Etc*) shall not be commingled by such Chargor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent, for the benefit of the Secured Parties and shall be forthwith delivered to the Collateral Agent, for the benefit of the Secured Parties, in the same form as so received.

(endorsed if requested, in a manner reasonably satisfactory to the Collateral Agent) Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 4.4 (*Application of proceeds*). After all Events of Default have been cured or waived and the Borrower Representative has delivered to the Collateral Agent a certificate of a Responsible Officer to that effect, the Collateral Agent shall promptly repay to each Chargor (without interest) all dividends, interest, principal or other distributions that such Chargor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 2.6 (*Voting Rights, Dividends and Interest, Etc*) and that remain in such account.

Upon the occurrence and during the continuance of an Event of Default and after written notice by the Collateral Agent to the Borrower Representative of the Collateral Agent's intention to exercise its rights hereunder, all rights of any Chargor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.6 (*Voting Rights, Dividends and Interest, Etc*), and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 2.6 (*Voting Rights, Dividends and Interest, Etc*), shall cease, and all such rights shall thereupon become vested in the Collateral Agent for the benefit of the Secured Parties, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers, *provided* that the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Chargors to exercise such rights. After all Events of Default have been cured or waived and the Borrower Representative has delivered to the Collateral Agent a certificate of a Responsible Officer to that effect, each Chargor shall have the right to exercise the voting and/or consensual rights and powers that such Chargor would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) above and the obligations of the Collateral Agent under paragraph (a)(ii) shall be in effect.

ARTICLE III

Security Interests in Other Property

SECTION 3.1 *Creation of Security Interests.*

Notwithstanding anything to the contrary in this Deed or the other Loan Documents, this Deed shall not constitute a grant of a security interest in (and the Collateral shall not include), and the other provisions of the Loan Documents with respect to Collateral need not be satisfied with respect to, the Excluded Property or the Excluded Securities.

(a) Each Chargor with full title guarantee (save for in the case of Intellectual Property) and as security for the payment or performance when due (whether at the stated maturity by acceleration or otherwise) as the case may be, in full of the Obligations, charges in favour of the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties.

(i) by way of first legal mortgage, all Material UK Real Property (including that described in Schedule V (*Material UK Real Property*)) owned by it on the date of this Deed, and

(ii) by way of first fixed equitable charge, all Material UK Real Property acquired by it after the date of this Deed and, to the extent not validly and effectively mortgaged under sub paragraph (i) above all Material UK Real Property owned by it on the date of this Deed

(b) Each English Chargor with full title guarantee (save as for Intellectual Property) and as security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, charges in favour of the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties

(i) by way of first fixed charge, all its Bank Accounts,

(ii) by way of first fixed charge, all its right, title and interest from time to time in and to its uncalled capital and goodwill,

(iii) by way of first fixed charge, all its right, title and interest from time to time in and to any Intellectual Property and all Related Rights,

(iv) by way of first fixed charge, all its right, title and interest from time to time in and its beneficial interest, claim or entitlement in any pension fund,

(v) by way of first fixed charge, all its Plant and Machinery (except that validly and effectively mortgaged or charged under sub-paragraph (a)(i) or sub-paragraph (a)(ii) above),

(vi) by way of first fixed charge, all its Insurances, and

(vii) by way of first floating charge, all its undertaking and all its assets, both present and future (including assets expressed to be mortgaged or charged under Sections 2 1 (*Security over Equity Interests Investments and Receivables of English Chargors*) or this Section 3 1 (*Creation of Security Interests*))

(c) The Collateral Agent is authorized to file with the United Kingdom Intellectual Property Office or the European Union Intellectual Property Office (or any successor office) such documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each English Chargor over the Intellectual Property, without the signature of such English Chargor, and naming such English Chargor or the English Chargors as debtors and the Collateral Agent as secured party

(d) The security interest granted hereunder is security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Chargor with respect to or arising out of the Collateral

(e) Notwithstanding anything to the contrary in this Deed, in no event shall (A) any control agreements or control, lockbox or similar agreements or arrangements be required with respect to any Bank Account (B) any landlord, mortgagee and bailee waivers or subordination agreements be required (other than subordination agreements expressly required by Section 6.01(a), (e) or (m) (*Indebtedness*) of the Credit Agreement) or (C) notices be required to be sent to account debtors or other contractual third parties unless an Event of Default has occurred and is continuing

SECTION 3.2 *Ranking.* The floating charge created by each English Chargor under paragraph (b)(vii) of Section 3.1 (*Creation of Security Interests*) ranks (a) behind all the mortgages and fixed charges created by that English Chargor under this Deed, but (b) in priority to any other Security over the relevant Collateral of that English Chargor except for Security ranking in priority in accordance with paragraph (g) of Schedule IV (*Rights of Receivers*). For the avoidance of doubt, this Section is without prejudice to Section 3.8(a) (*Negative Pledge, prohibition of Dispositions and other covenants*)

SECTION 3.3 *Conversion by notice.* The Collateral Agent may convert the floating charge by notice in writing to the relevant English Chargor specifying the relevant Collateral while an Event of Default is continuing

SECTION 3.4 *Automatic conversion.* If (a) any Chargor takes any step to create any Security in breach of Section 3.8(a) (*Negative Pledge, prohibition of Dispositions and other covenants*) over any Collateral subject to a floating charge, or (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any such Collateral the floating charge over the relevant Collateral shall automatically and immediately be converted into a fixed charge

SECTION 3.5 *Company voluntary arrangement moratorium.* Notwithstanding the other provisions of this Deed, the obtaining of a moratorium or doing anything with a view to obtaining a moratorium pursuant to Schedule A1 of the Insolvency Act (including any preliminary decision or investigation) shall not (a) cause the floating charge over all or any of the Collateral to crystallise until the date upon which it is permitted to crystallise in accordance with paragraph 13 of Schedule A1 of the Insolvency Act (b) cause the restrictions in this Deed which would not otherwise apply to be imposed on the disposal of property by a Chargor, or (c) be a ground for the appointment of a Receiver of the relevant Chargor under this Deed

SECTION 3.6 *Consents.* Subject to Section 5.10 (*Further Assurances, Additional Guarantors, Additional Security*) of the Credit Agreement, if the consent of any party to a document is required to create fixed security over the rights of a Chargor under that document (a) until the consent of the relevant party has been obtained, this Deed shall secure all amounts which that Chargor may receive, or has received, under that document but exclude any fixed security over those rights, and (b) on the date on which the consent of the relevant party is obtained, the fixed security over those rights under this Deed shall attach to those rights

SECTION 3.7 *Representations and Warranties* Each of the Chargors, as applicable, represents and warrants to the Collateral Agent for the benefit of the Secured Parties, that

(a) Each Chargor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a security interest hereunder, except where the failure to have such rights and title would not reasonably be expected to have individually or in the aggregate, a Material Adverse Effect. Each of (i) the Chargors has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto, and (ii) the Chargors have full power and authority to execute, deliver and perform its obligations in accordance with the terms of this Deed (or any supplement hereto, as applicable), in each case, without the consent or approval of any other person as of the Spinoff Date other than any consent or approval that has been obtained and is in full force and effect or has otherwise been disclosed herein or in the Credit Agreement. Schedule V (*Material UK Real Property*) correctly sets forth, as of the Spinoff Date, all Material UK Real Property owned by the Chargors as of the Spinoff Date.

(b) Each English Chargor represents that the Perfection Certificate has been duly prepared, completed and executed with respect thereto and the information set forth therein, including the exact legal name of such English Chargor, is correct and complete, in all material respects, as of the Spinoff Date. Each Foreign Chargor represents that, as it relates to such Foreign Chargor and the English Equity Interests which constitute Collateral, the Perfection Certificate has been duly prepared, completed and executed with respect thereto and the information set forth therein, including the exact legal name of such Foreign Chargor, is correct and complete, in all material respects, as of the Spinoff Date.

(c) Except as provided in Section 5.10 (*Further Assurances, Additional Guarantors, Additional Security*) of the Credit Agreement or in the definition of "Collateral and Guarantee Requirement" contained in the Credit Agreement, the MR01 forms or other appropriate filings, recordings or registrations containing a description of the Collateral that have been prepared for filing in each governmental, municipal or other office specified in the Perfection Certificate (including filings which have been delivered to the Collateral Agent for recording with the United Kingdom Intellectual Property Office and the European Union Intellectual Property Office in order to perfect the Security Interest in Collateral described in Schedule III (*Intellectual Property*)) constitute all the filings, recordings and registrations that are necessary as of the Spinoff Date to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which a security interest may be perfected by filing, recording or registration in the United Kingdom and no further or subsequent filing, re-filing, recording, re-recording, registration or re-registration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or amendments.

(d) The Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, as applicable, (ii) subject to the filing of an MR01 form with Companies House, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering an

MR01 form pursuant to the Companies Act 2006, (iii) subject to the filings described on Schedule 6 of the Perfection Certificate being carried out after the Spinoff Date, a perfected security interest in all Collateral in which a security interest may be perfected by filing recording or registering all necessary Land Registry forms, and (iv) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of all applicable filings with the United Kingdom Intellectual Property Office and European Union Intellectual Property Office. The Security Interest is and shall be prior to any other Lien on any of the Collateral other than Permitted Liens

(e) The Collateral is owned by the Chargors free and clear of any Lien, other than Permitted Liens. None of the Chargors has filed or consented to the filing of (i) any MR01 form or analogous document under the Companies Act 2006 or any other applicable laws covering any Collateral or (ii) any filing, security agreement or similar instrument covering any Collateral with the United Kingdom Intellectual Property Office or the European Union Intellectual Property Office for the benefit of a third party, which MR01 form or analogous document, filing, security agreement or similar instrument is still in effect except, in each case for Permitted Liens

(f) As to itself and its Collateral consisting of Intellectual Property, to each English Chargor's knowledge

(i) The Intellectual Property constituting Collateral set forth on Schedule III (*Intellectual Property*) includes a true and complete list of all of the (X) issued and applied for United Kingdom patents, (Y) registered and applied for United Kingdom trade marks and European Union trade marks applied for or registered at the European Union Intellectual Property Office, and (Z) material United Kingdom registered designs and Registered Community Designs, in each case owned by such English Chargor as of the date hereof (other than Excluded Property)

(ii) The Intellectual Property constituting Collateral is subsisting and has not been revoked or adjudged invalid or unenforceable in whole or in part and, to the best of such English Chargor's knowledge, is valid and enforceable except as would not reasonably be expected to have a Material Adverse Effect. Such English Chargor is not aware of any current uses of any item of Intellectual Property constituting Collateral that would be expected to lead to such item becoming revoked, invalid or unenforceable except as would not reasonably be expected to have a Material Adverse Effect

(iii) Except as would not reasonably be expected to have a Material Adverse Effect, such English Chargor has made or performed all commercially reasonable acts, including without limitation filings, recordings and payment of all required fees and taxes, required to maintain and protect its interest in each and every item of Intellectual Property constituting Collateral in full force and effect in the United Kingdom

(iv) With respect to each IP Agreement, the absence, termination or violation of which would reasonably be expected to have a Material Adverse Effect: (A) such English Chargor has not received any notice of termination or cancellation under such IP Agreement, (B) such English Chargor has not received a notice of a breach or default

under such IP Agreement, which breach or default has not been cured or waived, and (C) such English Chargor is not in breach or default thereof in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default or permit termination, modification or acceleration under such IP Agreement

(v) Except as would not reasonably be expected to have a Material Adverse Effect, no Intellectual Property constituting Collateral is subject to any outstanding consent, settlement, decree, order, injunction, judgment or ruling restricting the use of any Intellectual Property constituting Collateral or that would impair the validity or enforceability of such Intellectual Property constituting Collateral

SECTION 3.8 *Negative Pledge, prohibition of Dispositions and other covenants*

(a) None of the Chargors shall make or permit to be made an assignment, pledge, hypothecation of the Collateral owned by it or in which it has an interest, and no Chargor shall grant any other Lien in respect of the Collateral owned by it or in which it has an interest, in each case except as not prohibited by the Credit Agreement. None of the Chargors shall make or permit to be made any transfer of the Collateral owned by it or in which it has an interest, except as not prohibited by the Credit Agreement or any Intercreditor Agreement

(b) Subject to any rights of such Chargor to Dispose of Collateral provided for in the Loan Documents, each Chargor shall, at its own expense, use commercially reasonable efforts to defend title to the Collateral against all persons and to defend the security interest of the Collateral Agent granted hereunder, for the benefit of the Secured Parties, in the Collateral and the priority thereof against any Lien that is not a Permitted Lien

(c) Each Chargor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect, defend and perfect the security interest granted hereunder and the rights and remedies created hereby, including the payment of any fees and taxes together with any interest and other expenses, if any, required in connection with the execution and delivery of this Deed and the granting of the security interest granted hereunder and the filing of any forms or other documents in connection herewith or therewith, all in accordance with the terms hereof and the terms of the Credit Agreement

(d) Without limiting the generality of the foregoing, each English Chargor hereby authorises the Collateral Agent, with prompt notice thereof to the English Chargors, to supplement this Deed by supplementing Schedule III (*Intellectual Property*) or adding additional schedules hereto to identify specifically any asset or item that may constitute (i) a material issued or applied for United Kingdom patent, (ii) a material registered or applied for United Kingdom trade mark or European Union trade mark applied for or registered at the European Union Intellectual Property Office, or (iii) a material United Kingdom registered design or material Registered Community Design, in each case as soon as reasonably practicable after the issue of or application for such patent, trade mark or design, *provided* that any English Chargor

shall have the right, exercisable within 90 days after the Borrower Representative has been notified by the Collateral Agent of the specific identification of such Intellectual Property constituting Collateral (or such later date as the Collateral Agent may agree in its sole discretion), to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such English Chargor hereunder with respect to such Intellectual Property constituting Collateral. Each English Chargor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Intellectual Property constituting Collateral within 45 days after the date it has been notified by the Collateral Agent of the specific identification of such Intellectual Property constituting Collateral (or such later date as the Collateral Agent may agree in its sole discretion). In connection with such authorization to the Collateral Agent above, the English Chargor shall execute any amending deed required by the Collateral Agent (acting reasonably) to make such amendment or supplement in connection with this paragraph.

(e) After the occurrence and during the continuance of an Event of Default, each Chargor will permit any representatives designated by the Collateral Agent or any Secured Party (pursuant to a request made through the Collateral Agent), at reasonable times upon reasonable prior notice, (i) to inspect the Collateral (including to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral), and including, in the case of Collateral in the possession of any third person, by contacting the third person possessing such Collateral for the purpose of making such a verification, (ii) to examine and make copies of the records of such Chargor relating to the Collateral and (iii) to discuss the Collateral and related records of such Chargor with, and to be advised as to the same by such Chargor's officers and employees. The Collateral Agent shall have the right to share any information it gains from such inspection or verification with any Secured Party, subject to Section 9.16 (*Confidentiality*) of the Credit Agreement.

(f) The Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not a Permitted Lien, and may pay for the maintenance and preservation of the Collateral to the extent any Chargor fails to do so as required by the Credit Agreement or this Deed, and each Chargor jointly and severally agrees to reimburse the Collateral Agent on demand for any reasonable and documented payment made or any reasonable and documented out-of-pocket expense incurred by the Collateral Agent pursuant to the foregoing authorization, *provided, however*, that nothing in this Section 3.8 (*Negative Pledge, prohibition of Dispositions and other covenants*) shall be interpreted as excusing any Chargor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Chargor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(g) Each Chargor (rather than the Collateral Agent or any Secured Party) shall remain liable for the observance and performance of all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral and each Chargor jointly and severally agrees to indemnify and hold harmless the

Collateral Agent and the Secured Parties from and against any and all liability for such performance

(h) Each Chargor by way of security irrevocably appoints the Collateral Agent each Receiver and each Delegate to be its attorney (with full power of substitution) on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit during the continuance of an Event of Default to (i) make, settle and adjust claims in respect of the Collateral under policies of insurance, endorse and/or sign the name of such Chargor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and make all determinations and decisions with respect thereto. In the event that any Chargor at any time or times shall fail to obtain or maintain any of the policies of insurance required by the Loan Documents or to pay any premium in whole or part relating thereto, the Collateral Agent may without waiving or releasing any obligation or liability of the Chargors hereunder or any Event of Default, in its sole discretion obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent reasonably deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 3.8(h) (*Negative Pledge, prohibition of Dispositions and other covenants*), including reasonable and documented attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable upon demand, by the Chargors to the Collateral Agent and shall be additional Obligations secured hereby. Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in exercise or purported exercise of the power of attorney granted by this paragraph (h).

(i) Each Chargor shall keep and maintain, in all material respects, complete, accurate and proper books and records with respect to the Collateral owned by such Chargor, and, after the occurrence and during the continuance of an Event of Default, furnish to the Collateral Agent such reports relating to the Collateral as the Collateral Agent shall from time to time reasonably request.

(j) Each Chargor shall promptly provide to the Collateral Agent a copy of any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 received by it in respect of any Equity Interests in relation to a company incorporated or organised under the laws of England and Wales which are subject to the Security Interests created by this Deed.

(k) For the purposes of withdrawing any restrictions notice or for any application (or similar) to the court for a direction under paragraph 4 of Schedule 1B of the Companies Act 2006, a Chargor shall provide such assistance as the Collateral Agent may reasonably request in respect of any Equity Interests in relation to a company incorporated or organised under the laws of England and Wales which are subject to the Security Interests created by this Deed and subject to such restrictions notice and provide the Collateral Agent with all information, documents and evidence that it may reasonably request in connection with the same.

SECTION 3.9 *Material UK Real Property covenants*

(a) Each Chargor shall promptly (and in any event within 20 Business Days after the Spinoff Date) in respect of the Material UK Real Property owned by it on the date of this

Deed or within 20 days after acquisition in respect of any Material UK Real Property acquired after the date of this Deed) (or, in each case, such later date as the Collateral Agent may agree in its reasonable discretion)) (i) deposit with the Collateral Agent, and the Collateral Agent shall be entitled to hold, all title deeds and documents relating to that Chargor's Material UK Real Property, or (ii) procure an undertaking from a firm of solicitors regulated by the Law Society of England and Wales and approved by the Collateral Agent in a form and substance reasonably satisfactory to the Collateral Agent (an "**Acceptable Undertaking**") to hold the title deeds and documents to the order of the Collateral Agent

(b) Each Chargor shall, in respect of all Material UK Real Property owned by it, promptly (and, in the cases of paragraphs (i) through (iv) below, in any event within 20 Business Days after the Spinoff Date in respect of the Material UK Real Property owned by it on the date of this Deed or within 20 days after acquisition in respect of any Material UK Real Property acquired after the date of this Deed) (or, in each case, such later date as the Collateral Agent may agree in its reasonable discretion)) provide the Collateral Agent with an Acceptable Undertaking from its solicitors to

(i) apply to the Land Registry for first registration of that Material UK Real Property (where that Material UK Real Property is capable of being registered at the Land Registry and is not already so registered) and for registration of it as proprietor of that Material UK Real Property,

(ii) apply to the Land Registry to register the Security created by paragraph (a)(i) and paragraph (a)(ii) of Section 3 I (*Creation of Security Interests*),

(iii) apply to the Land Registry requesting (X) a restriction in the form specified by the Collateral Agent, and (Y) the obligation to make further advances, in each case to be entered on the register of the title to that Material UK Real Property in respect of the Security created by paragraph (a)(i) and paragraph (a)(ii) of Section 3 I (*Creation of Security Interests*),

(iv) pay all applicable registration fees,

(v) deal with any requisitions by the Land Registry relating to that Material UK Real Property and keep the Collateral Agent informed as to the progress of any such application for registration, the nature of any such requisitions and its response or, if the Collateral Agent gives notice to that Chargor that the Collateral Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Collateral Agent with all duly completed forms reasonably requested by the Collateral Agent and all applicable registration fees

(c) In the case of a Chargor's Material UK Real Property which is not registered at the Land Registry and is not required by applicable law, the Credit Agreement or this Deed to be so registered, if the title deeds and documents are not deposited with the Collateral Agent, that Chargor shall promptly (and in any event within 20 Business Days after the Spinoff Date in respect of the Material UK Real Property owned by it on the date of this Deed or within 20 days after acquisition in respect of any Material UK Real Property acquired

after the date of this Deed) (or in each case, such later date as the Collateral Agent may agree in its reasonable discretion)) apply to the Land Charges Registry to register in respect of all such Material UK Real Property owned by it, this Deed and the Security created by paragraph (a)(i) and paragraph (a)(ii) of Section 3.1 (*Creation of Security Interests*)

(d) On completion of the registration of any Security Interest pursuant to this Section 3.9 (*Material UK Real Property covenants*) the relevant Chargor shall promptly supply to the Collateral Agent a certified copy of the relevant Title Information Document issued by the Land Registry or, as the case may be, Certificate of Registration of Land Charge issued by the Land Charges Registry

(e) If a Chargor does not comply with any provision of this Section 3.9 (*Material UK Real Property covenants*) the Collateral Agent, or any agent, contractor or other person required by the Collateral Agent, may take any action reasonably required by the Collateral Agent to comply with any such provision (at the cost of the relevant Chargor)

(f) Each Chargor shall, pursuant to Section 5.10 (*Further Assurances, Additional Guarantors, Additional Security*) of the Credit Agreement, in respect of all Material UK Real Property acquired by it after the date of this Deed, enter into a supplemental deed in substantially the form of Exhibit I (*Form of Supplement to the English Law Debenture*) to this Deed to create a first legal mortgage in respect of such Material UK Real Property

SECTION 3.10 *Covenants Regarding Patent, Trade Mark and Copyright Collateral* Except as not prohibited by the Credit Agreement

(a) Each English Chargor agrees that it will not knowingly do any act or omit to do any act (and will exercise commercially reasonable efforts to prevent its licensees from doing any act or omitting to do any act) whereby any patent that is material to the normal conduct of such English Chargor's business may become prematurely revoked, invalidated, abandoned or lapsed

(b) Each English Chargor will, and will use its commercially reasonable efforts to cause its licensees or its sub-licensees to, for each material United Kingdom trade mark and material European Union trade mark registered at the European Union Intellectual Property Office necessary to the normal conduct of such English Chargor's business, (i) maintain such trade mark in full force free from any adjudication of abandonment or invalidity for non-use and (ii) maintain the quality of products and services offered under such trade mark in a manner consistent with the operation of such Chargor's business

(c) Each English Chargor shall notify the Collateral Agent promptly if it knows that any issued or applied for United Kingdom patent, registered or applied for United Kingdom trade mark, European Union trade mark applied for or registered at the European Intellectual Property Office, or registrations or applications for a United Kingdom registered design or Registered Community Design in each case, material to the normal conduct of such English Chargor's business may imminently become revoked, invalidated, abandoned or lapsed or of any materially adverse determination or development (excluding office actions and similar determinations or developments), in the United Kingdom Intellectual Property Office, European

Patent Office or European Union Intellectual Property Office, or any court or any similar office of any country, regarding such English Chargor's ownership of any such material patent, trade mark or design or its right to register or to maintain the same.

(d) Each English Chargor, either by itself or through any agent, employee, licensee or designee, shall (i) inform the Collateral Agent on an annual basis (with any such notification to be included in an updated Perfection Certificate required pursuant to Section 5.04(f) (*Financial Statements, Reports, Etc*) of the Credit Agreement) of each application for, or registration or issuance of, any patent, trade mark or design with the UK Intellectual Property Office or the European Union Intellectual Property Office, in each case filed by or on behalf of, or issued to, or acquired by any English Chargor during the preceding 12-month period and (ii) upon the reasonable request of the Collateral Agent, execute, deliver and file with the UK Intellectual Property Office or European Union Intellectual Property Office, as applicable, any and all agreements, instruments, documents and papers necessary, or as reasonably requested by the Collateral Agent, to evidence the Collateral Agent's Security Interest in such patent, trade mark or design and the perfection thereof, *provided* that any such patent, trade mark or design created or acquired after the Spinoff Date shall automatically become subject to the Security Interest and constitute Collateral to the extent such would have constituted Collateral if owned at Spinoff Date without further action by any party.

(e) Each English Chargor shall exercise its reasonable business judgment consistent with its past practice in any proceeding before the UK Intellectual Property Office, European Patent Office, or European Intellectual Property Office with respect to maintaining and pursuing each application relating to any patent, trade mark and/or design right (and obtaining the relevant grant or registration) material to the normal conduct of such English Chargor's business and to maintain (i) each United Kingdom issued patent that is material to the normal conduct of such English Chargor's business, and (ii) the registrations of each registered United Kingdom trade mark and European Union trade mark registered with the European Union Intellectual Property Office and each United Kingdom registered design and Registered Community Design, in each case that is material to the normal conduct of such English Chargor's business, including when applicable and necessary in such English Chargor's reasonable business judgment, timely filings of applications for renewal, affidavits of use and payment of maintenance fees, and, if any English Chargor believes necessary in its reasonable business judgment, to initiate opposition, invalidity, revocation and/or cancellation proceedings against third parties.

(f) In the event that any English Chargor knows or has reason to know that any Collateral consisting of a patent, trade mark, design or copyright material to the normal conduct of its business has been materially infringed, misappropriated or diluted by a third party, such English Chargor shall promptly notify the Collateral Agent and shall, if such English Chargor deems it necessary in its reasonable business judgment, promptly sue and recover any and all damages and take such other actions as are reasonably appropriate under the circumstances.

(g) Upon and during the continuance of an Event of Default, at the request of the Collateral Agent, each English Chargor shall use commercially reasonable efforts to obtain all requisite consents or approvals from each licensor under each Copyright License, Patent

License, Design License or Trade Mark License to effect the assignment or sub-license of all such English Chargor's right, title and interest thereunder to (in the Collateral Agent's sole discretion) the designee of the Collateral Agent or the Collateral Agent, *provided, however*, that nothing contained in this Section 3 10(g) (*Covenants Regarding Patent, Trade Mark and Copyright Collateral*) should be construed as an obligation of any English Chargor to incur any costs or expenses in connection with obtaining such approval

ARTICLE IV

Remedies

SECTION 4 1 *Remedies Upon Default*

(a) The Security Interests shall be immediately enforceable on the occurrence, and during the continuance of an Event of Default. At any time after the Security Interests have become enforceable, the Collateral Agent may in its absolute discretion enforce all or any part of the Security Interests in any manner it sees fit

(b) At any time after the Security Interests have become enforceable, the powers, authorities and discretions conferred by the Law of Property Act on mortgagees, including the power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act, as varied and extended by this Deed, shall be immediately exercisable

(c) The power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act on mortgagees as varied and extended by this Deed shall arise (and the Obligations shall be deemed due and payable for that purpose) on the date of this Deed and shall be exercisable in accordance with paragraph (b) above

(d) Section 103 (*Regulation of exercise of power of sale*) and section 93 (*Restriction on consolidation of mortgages*) of the Law of Property Act shall not apply to this Deed

(e) At any time after the Security Interests have become enforceable, the Collateral Agent may make any lease or agreement for lease, accept any surrender of lease and grant any option as it sees fit and without the need to comply with any provision of section 99 (*Leasing powers of mortgagor and mortgagee in possession*) or section 100 (*Powers of mortgagor and mortgagee in possession to accept surrenders of leases*) of the Law of Property Act

SECTION 4 2 *Appointment of Receivers and Administrators.*

(a) If (i) requested by any Chargor, or (ii) the Security Interests have become enforceable, without any notice or further notice, the Collateral Agent may by deed or otherwise in writing signed by the Collateral Agent or any person authorised for this purpose by the Collateral Agent, appoint one or more persons to be a Receiver of all or any part of the Collateral. The Collateral Agent may similarly remove any Receiver and appoint any person

instead of any Receiver. If the Collateral Agent appoints more than one person as Receiver, the Collateral Agent may give those persons power to act either jointly or severally.

(b) Paragraph 14 of Schedule B1 to the Insolvency Act applies to this Deed and the Collateral Agent may appoint an Administrator of any Chargor pursuant to that paragraph.

(c) Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults.

(d) The Collateral Agent may determine the remuneration of any Receiver and the maximum rate specified in section 109(6) (*Appointment, powers, remuneration and duties of receiver*) of the Law of Property Act shall not apply. The Collateral Agent may direct payment of that remuneration out of moneys it receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

SECTION 4.3 *Rights and liabilities of Collateral Agent and Receivers.*

(a) Any Receivers appointed pursuant to Section 4.2 (*Appointment of Receivers and Administrators*) shall have (i) the rights set out in Schedule IV (*Rights of Receivers*), and (ii) the rights, powers, privileges and immunities conferred by law, including (X) in the case of an administrative receiver, the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative receivers duly appointed under the Insolvency Act, and (Y) in all other cases, the rights, powers, privileges and immunities conferred by the Law of Property Act and the Insolvency Act on receivers or receivers and managers.

(b) At any time after the Security Interests have become enforceable, to the fullest extent permitted by law, any rights conferred by any Loan Document or by law upon a Receiver may be exercised by the Collateral Agent, whether or not the Collateral Agent shall have appointed a Receiver of all or any part of the Collateral.

(c) The Collateral Agent may delegate in any manner to any person any rights exercisable by the Collateral Agent under any Loan Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Collateral Agent thinks fit and the Collateral Agent may pass confidential information to any such delegate subject to the delegate entering into customary confidentiality undertakings or otherwise being bound by duties of confidentiality by law or professional conduct rules.

(d) To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Financial Collateral Regulations**")) the Collateral Agent shall have the right at any time after the Security Interests have become enforceable to appropriate any Collateral which constitutes "financial collateral" (as defined in the Financial Collateral Regulations ("**Financial Collateral**")) in such manner as it sees fit in or towards satisfaction of the Obligations in accordance with the Financial Collateral Regulations.

(e) If the Collateral Agent is required to value any Financial Collateral for the purpose of Section 4.3(d) (*Rights and liabilities of Collateral Agent and Receivers*) above, the value shall be (i) in the case of cash, its face value at the time of appropriation and (ii) in the case of financial instruments or other Financial Collateral, their market value at the time of appropriation as determined (after appropriation) by the Collateral Agent by reference to a public index or other applicable generally recognised source or such other process as the Collateral Agent may select, including a valuation carried out by an independent investment bank, firm of accountants or other valuers appointed by the Collateral Agent as converted, where necessary, into the currency in which the Obligations are denominated at a market rate of exchange prevailing at the time of appropriation selected by the Collateral Agent. The Parties agree that the methods of valuation set out in this paragraph (e) are commercially reasonable for the purpose of the Financial Collateral Regulations.

(f) If the Collateral Agent, any Receiver or any Delegate takes possession of the Collateral, it may at any time relinquish possession. Neither the Collateral Agent, any Receiver nor any Delegate shall be liable, by reason of viewing or repairing any of the present or future assets of any Chargor, as a mortgagee in possession.

(g) Neither the Collateral Agent, any Receiver nor any Delegate shall, either by reason of taking possession of the Collateral or for any other reason and whether as mortgagee in possession or otherwise, be liable for (i) any costs, losses, liabilities or expenses relating to the realisation of any Collateral, or (ii) any act or omission of the Collateral Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Collateral or in connection with the Loan Documents, unless caused by its gross negligence or wilful misconduct.

SECTION 4.4 *Application of Proceeds* The Collateral Agent shall, subject to any applicable Intercreditor Agreement, promptly apply the proceeds, moneys or balances of any collection or sale of Collateral realized through the exercise by the Collateral Agent of its remedies and/or rights hereunder, as well as any Collateral consisting of cash at any time when remedies and/or rights are being exercised hereunder, on the terms set forth in Section 2.18(b) (*Payments Generally, Pro Rata Treatment, Sharing of Set-offs*) of the Credit Agreement provided any fees, indemnities and other amounts owing or reimbursable to any Receiver (as applicable) shall be deemed to be an amount due to an agent appointed by the Collateral Agent under a Security Document where proceeds are first applied pursuant to Section 2.18(b) (*Payments Generally, Pro Rata Treatment, Sharing of Set-offs*) of the Credit Agreement.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Deed. Upon the request of the Collateral Agent prior to any distribution under this Section 4.4 (*Application of Proceeds*) the Administrative Agent shall provide to the Collateral Agent certificates, in form and substance reasonably satisfactory to the Collateral Agent, setting forth the respective amounts referred to in this Section 4.4 (*Application of Proceeds*) that each applicable Secured Party or its authorized representative believes it is entitled to receive, and the Collateral Agent shall be fully entitled to rely on such certificates. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding) the receipt of the purchase money by the Collateral Agent or of the officer making the sale shall be a sufficient discharge to

the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof

SECTION 4.5 *Protection of third parties* No purchaser or other person dealing with the Collateral Agent, any Receiver or its agents shall be concerned to enquire

(a) whether the powers conferred on the Collateral Agent, any Receiver or its agents have arisen,

(b) whether the powers conferred on the Collateral Agent, any Receiver or its agents have become exercisable

(c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with.

(d) whether the Collateral Agent, any Receiver or its agents is acting within such powers,

(e) whether any money remains due under the Loan Documents, Secured Cash Management Agreements, Secured Supply Chain Financing Agreement or Secured Hedge Agreement and the receipt in writing of the Collateral Agent, any Receiver or its agents shall be sufficient discharge to that purchaser or other person.

(f) as to the propriety or validity of acts purporting or intended to be in exercise of any such powers, or

(g) as to the application of any money paid to the Collateral Agent, any Receiver or its agents

SECTION 4.6 *Collection of Receivables Assets* Subject to any Intercreditor Agreement, the Collateral Agent may at any time after the occurrence and during the continuance of an Event of Default, by giving each English Chargor written notice, elect to require that any Receivables of any English Chargor be paid directly to the Collateral Agent for the benefit of the Secured Parties. In such event, each such English Chargor shall and shall permit the Collateral Agent to promptly notify the account debtors or obligors under the Receivables owned by such English Chargor of the Collateral Agent's interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under such Receivables directly to the Collateral Agent. Upon receipt of any such notice from the Collateral Agent, each English Chargor shall, so long as an Event of Default is continuing, thereafter hold in trust for the Collateral Agent, on behalf of the Secured Parties, all amounts and proceeds received by it with respect to the Receivables and other Collateral and promptly deliver to the Collateral Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Collateral Agent shall hold and apply funds so received as provided by the terms of Sections 4.4 (*Application of Proceeds*) and 4.7 (*Special Collateral Account*) hereof.

SECTION 4.7 *Special Collateral Account* Subject to any Intercreditor Agreement the Collateral Agent may, at any time after the occurrence and during the continuation of an Event of Default, require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Collateral Agent promptly after receipt thereof by a Chargor and held in such cash collateral account as security for its Obligations. No Chargor shall have any control whatsoever over such cash collateral account, *provided* that the Collateral Agent shall at the request of the Borrower Representative, release all funds in such cash collateral account (less any amounts that have been applied in accordance with the immediately following sentence) to the applicable Chargor promptly upon the cure or waiver of all Events of Default and the delivery by the Borrower Representative to the Collateral Agent of a certificate of a Responsible Officer to that effect. Subject to any Intercreditor Agreement, the Collateral Agent may (and shall, at the direction of the Required Lenders) from time to time, apply the collected balances in said cash collateral account to the payment of the Obligations then due in accordance with the terms of Section 4.4 (*Application of Proceeds*) hereof and the terms of any applicable Intercreditor Agreement.

SECTION 4.8 *Chargors' Obligations Upon Event of Default.* Upon the request of the Collateral Agent after the occurrence and during the continuance of an Event of Default, each Chargor will

(a) assemble and make available to the Collateral Agent the Collateral at a place or places specified by the Collateral Agent that is reasonably convenient to the Collateral Agent and such Chargor, and/or

(b) permit the Collateral Agent by the Collateral Agent's representatives and agents, to enter, occupy and use any premises owned or, to the extent lawful and permitted, leased by any of the Chargors where all or any part of the Collateral is located to take possession of all or any part of the Collateral to remove all or any part of the Collateral, and to conduct sales of the Collateral, without any obligation to pay the Chargor for such use and occupancy, *provided* that the Collateral Agent shall provide the applicable Chargor with notice thereof prior to such occupancy or use.

SECTION 4.9 *Savings Provisions.*

(a) Subject to Section 5.13 (*Termination or Release*), the Security Interests are continuing Security and will extend to the ultimate balance of the Obligations, regardless of any intermediate payment or discharge in whole or in part.

(b) If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any other Loan Party or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation or otherwise, without limitation, then the liability of each Chargor and other Loan Party and the Security Interests will continue or be reinstated as if the discharge, release or arrangement had not occurred.

(c) To the extent permitted by applicable law, neither the obligations of each Chargor under this Deed nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Section, would reduce, release or prejudice any of its obligations under any Loan Document, any document containing the Obligations or any of the Security Interests (without limitation and whether or not known to it or any Secured Party) including (i) any time, waiver or consent granted to, or composition with, any Chargor, any other Loan Party or other person, (ii) the release of any Chargor, any other Loan Party or any other person under the terms of any composition or arrangement with any creditor (other than the Collateral Agent and the Secured Parties) of Parent or any of its Subsidiaries, (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, any other Loan Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security, (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor any other Loan Party or any other person, (v) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Loan Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Loan Document or other document or security, (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security, or (vii) any insolvency or similar proceedings

(d) Without prejudice to the generality of paragraph (c) above in relation to waiver of defences, each Chargor expressly confirms that it intends that the Security Interests shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents and/or Secured Cash Management Agreements Secured Supply Chain Financing Agreement or Secured Hedge Agreement for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

(e) Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Loan Document or any other document containing the Obligations to the contrary

(f) Until all amounts which may be or become payable by the Loan Parties under or in connection with the Loan Documents have been irrevocably paid in full and all facilities (or other financial accommodation) which might give rise to Obligations have terminated, each Secured Party (or any trustee or agent on its behalf) may (i) refrain from applying or enforcing any other moneys security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts or apply and enforce the same

in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same and (ii) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed

(g) Until all amounts which may be or become payable by the Loan Parties or the Chargors under or in connection with the Loan Documents have been irrevocably paid in full and all facilities (or other financial accommodation) which might give rise to Obligations have terminated and unless the Collateral Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan Documents, Secured Cash Management Agreements, Secured Supply Chain Financing Agreement or Secured Hedge Agreement or by reason of any amount being payable, or liability arising, under the Loan Documents, Secured Cash Management Agreements, Secured Supply Chain Financing Agreement or Secured Hedge Agreement (i) to be indemnified by a Loan Party, (ii) to claim any contribution from any other Chargor or guarantor of any Loan Party's obligations under the Loan Documents, Secured Cash Management Agreements, Secured Supply Chain Financing Agreement or Secured Hedge Agreement, (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Loan Documents, Secured Cash Management Agreements, Secured Supply Chain Financing Agreement or Secured Hedge Agreement or of any other guarantee or security taken pursuant to or in connection with, the Loan Documents (or Secured Cash Management Agreements, Secured Supply Chain Financing Agreement or Secured Hedge Agreement) by any Secured Party, (iv) to bring legal or other proceedings for an order requiring any Loan Party to make any payment, or perform any obligation, in respect of which the Loan Party had given a guarantee, undertaking or indemnity, (v) to exercise any right of set-off against any Loan Party, and/or (vi) to claim or prove as a creditor of any Loan Party in competition with any Secured Party. If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Loan Parties under or in connection with the Loan Documents, Secured Cash Management Agreements, Secured Supply Chain Financing Agreement or Secured Hedge Agreement to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Collateral Agent or as the Collateral Agent may direct for application in accordance with Section 4.4 (*Application of proceeds*)

(h) The Security Interests are in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party

(i) Each Secured Party shall comply with its obligations under the Loan Documents, Secured Cash Management Agreements, Secured Supply Chain Financing Agreement or Secured Hedge Agreement (including any obligation to make further advances).

SECTION 4.10 *Payments.*

(a) Each Chargor shall pay and/or perform (as applicable) each of the Obligations when due in accordance with its terms

(b) Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Obligations or an inaccurate or incomplete statement of them

(c) All payments by any Chargor under this Deed shall be made to such account, with such financial institution and in such other manner as the Collateral Agent may direct

(d) At any time after a Secured Party has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Collateral of any Chargor, that Secured Party may open a new account in the name of that Chargor (whether or not it permits any existing account to continue). If that Secured Party does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and as from that time all payments made by or on behalf of that Chargor to that Secured Party shall be credited or be treated as having been credited to the relevant new account and not as having been applied in reduction of the Obligations as at the time the relevant notice was received or deemed to have been received

SECTION 4.11 *Remedies, waivers and determinations and separate and independent obligations.*

(a) No failure or delay of the Collateral Agent, any Lender, any Receiver or any Delegate in exercising any right or power under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies provided in the Loan Documents are cumulative and are not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act. No provision of this Deed may be waived, amended or modified except pursuant to a deed or deeds in writing entered into in accordance with the Credit Agreement and signed by the Collateral Agent

(b) Any certification or determination by the Collateral Agent or any Receiver of a rate or amount under any Loan Document, Secured Cash Management Agreements, Secured Supply Chain Financing Agreement or Secured Hedge Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates

(c) The Security created by each Chargor by or in connection with any Loan Document is separate from and independent of the Security created or intended to be created by any other Chargor by or in connection with any Loan Document, provided that any reference in this Deed to a 'Chargor' in relation to any Collateral is, if that Chargor holds any right, title or interest in that Collateral jointly with any other Chargor, a reference to those Chargors jointly

ARTICLE V

Miscellaneous

SECTION 5.1 *Notices* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 (*Notices, Communications*) of the Credit Agreement. All communications and notices hereunder to any Chargor shall be given to it in care of the Borrower Representative, with such notice to be given as provided in Section 9.01 (*Notices, Communications*) of the Credit Agreement.

SECTION 5.2 *Limitation By Law* All rights, remedies and powers provided in this Deed may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Deed are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Deed invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

SECTION 5.3 *Successors and Assigns* Whenever in this Deed any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party and all covenants, promises and agreements by or on behalf of any Chargor or the Collateral Agent that are contained in this Deed shall bind and inure to the benefit of their respective permitted successors and assigns, *provided* that no Chargor may assign, transfer or delegate any of its rights or obligations under this Deed except as permitted by the Loan Documents.

SECTION 5.4 *Collateral Agent's Fees and Expenses; Indemnification*

(a) The parties hereto agree that the Collateral Agent, any Receiver and any Delegate shall be entitled to reimbursement of its expenses incurred hereunder by the Chorgors, and the Collateral Agent and other Indemnified Persons shall be indemnified by the Chorgors, in each case of this paragraph (a), *mutatis mutandis*, as provided in Section 9.05 (*Expenses, Indemnity*) of the Credit Agreement.

(b) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 5.4 (*Collateral Agent's Fees and Expenses, Indemnification*) shall remain operative and in full force and effect regardless of the resignation of the Collateral Agent, the termination of this Deed or any other Loan Document or the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Deed or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party.

SECTION 5.5 *Collateral Agent Appointed Attorney* Subject to the Intercreditor Agreements, each Chargor by way of security hereby appoints the Collateral Agent as the attorney of such Chargor for the purpose of carrying out the provisions of this Deed and taking any action and executing any instrument that the Collateral Agent may deem necessary or

advisable to accomplish the purposes hereof in each case upon the occurrence and during the continuance of an Event of Default, which appointment is irrevocable. Without limiting the generality of the foregoing, subject to any applicable Requirement of Law and any Intercreditor Agreements, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default and reasonable notice by the Collateral Agent to the Borrower Representative of its intent to exercise such rights with full power of substitution either in the Collateral Agent's name or in the name of such Chargor, (a) to receive, endorse, assign or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof, (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral, (c) to ask for demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Collateral, (d) to sign the name of any Chargor on any invoice or bill of lading relating to any of the Collateral, (e) to send verifications of Receivables to any debtor in relation to such Receivables, (f) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise, realize on all or any of the Collateral or to enforce any rights in respect of any Collateral, (g) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral, (h) to notify, or to require any English Chargor to notify, debtors under the Receivables to make payment directly to the Collateral Agent as contemplated by Section 4.6 (*Collection of Receivables Assets*), and (i) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Deed, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes, *provided* that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. Notwithstanding anything in this Section 5.5 (*Collateral Agent Appointed Attorney*) to the contrary, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 5.5 (*Collateral Agent Appointed Attorney*) unless an Event of Default shall have occurred and be continuing. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Chargor for any act or failure to act hereunder, except for their own or their Related Parties' gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final and non-appealable judgment. For the avoidance of doubt, Section 8.03 (*Exculpatory Provisions*) of the Credit Agreement shall apply to the Collateral Agent as agent for the Secured Parties hereunder. Upon written request by the Collateral Agent, each Chargor shall ratify and confirm, and agrees to ratify and confirm, whatever any such attorney shall do in the exercise or purported exercise of any powers of attorney granted by it under this Deed.

SECTION 5.6 *Governing Law* This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

SECTION 5.7 *Waivers; Amendment*

(a) No failure or delay by the Collateral Agent or any other Secured Party in exercising any right, power or remedy hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of the Collateral Agent and the other Secured Parties hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Deed or consent to any departure by any Chargor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.7 (*Waivers, Amendment*), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or the issuance of a Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Collateral Agent or any other Secured Party may have had notice or knowledge of such Default or Event of Default at the time. No notice or demand on any Chargor in any case shall entitle any Chargor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Deed nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Chargor or Chargors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 (*Waivers, Amendment*) of the Credit Agreement, and except as otherwise provided in any applicable Intercreditor Agreement. For the avoidance of doubt, the Collateral Agent is authorized to amend, supplement or otherwise modify this Deed without further consent of any Lender in the circumstances expressly contemplated by the definitions of "Junior Liens" or "Other First Liens" in the Credit Agreement. The Collateral Agent may conclusively rely on a certificate of an officer of the Borrower Representative as to whether any amendment contemplated by this Section 5.7(b) (*Waivers, Amendment*) is permitted.

(c) Notwithstanding anything to the contrary contained herein, the Collateral Agent may (in its sole discretion) grant extensions of time or waivers of the requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to particular assets (including extensions beyond the Spinoff Date for the perfection of security interests in the assets of the Chargors on such date) where it reasonably determines, in consultation with the Borrower Representative, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Deed or the other Loan Documents.

SECTION 5.8 *Disposition.* The terms of the other Loan Documents and of any other agreement or instrument between the parties to this Deed are incorporated into each Loan Document to the extent required for any disposition or purported disposition of all or any part of any Material UK Real Property or any other relevant Collateral contained in any Loan Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

SECTION 5 9 *Severability* In the event any one or more of the provisions contained in this Deed or any other Loan Document should be held invalid, illegal or unenforceable in any respect in any jurisdiction the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby as to such jurisdiction and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 5 10 *Counterparts* This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

SECTION 5 11 *Headings* Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Deed and are not to affect the construction of, or to be taken into consideration in interpreting, this Deed.

SECTION 5 12 *Jurisdiction; Consent to Service of Process*

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

(b) The parties to this Deed 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.

(c) This Section 5 12 (*Jurisdiction, Consent to Service of Process*) is for the benefit of the Collateral Agent only. As a result, the Collateral Agent shall 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 or jurisdictions.

(d) Each party to this Deed irrevocably consents to service of process in the manner provided for notices in Section 5 1 (*Notices*). Nothing in this Deed will affect the right of any party to this Deed or any other Loan Document to serve process in any other manner permitted by law.

SECTION 5 13 *Termination or Release* In each case subject to the terms of the Intercreditor Agreements:

(a) This Deed and the Security granted by the Chargors herein and all other Security Interests shall automatically terminate and be released upon the occurrence of the Termination Date.

(b) (i) A Chargor shall automatically be released from its obligations hereunder if such Chargor is released from its obligations under the Guarantee Agreement in accordance with Section 9 18(a)(1)(v) (*Release of Liens and Guarantees*) of the Credit Agreement and/or (ii) the Security Interests in any portion of the Collateral shall be automatically released upon the occurrence of any of the circumstances set forth in Section 9 18(a) (*Release of Liens and Guarantees*) of the Credit Agreement (other than Section 9 18(a)(1)(v) (*Release of Liens and Guarantees*) thereof) with respect to such portion of the Collateral, in the case of each of preceding clauses (i) and (ii), in accordance with the requirements of such Section (or clause thereof, as applicable), and all rights to the applicable Collateral shall revert to any applicable Chargor

(c) The Security Interests in any portion of the Collateral shall be automatically released upon such portion of the Collateral becoming Excluded Property or Excluded Securities (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Chargor upon its reasonable request without any further inquiry)

(d) In connection with any termination or release pursuant to this Section 5 13 (*Termination or Release*), the Collateral Agent shall promptly execute and deliver to any Chargor all documents that such Chargor shall reasonably request to effect or evidence such termination or release and will duly assign and transfer to such Chargor any of such released Collateral that is in the possession of the Collateral Agent and has not theretofore been sold or otherwise applied or released pursuant to this Deed, *provided* that the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's reasonable opinion, would expose the Collateral Agent to liability or create any obligation or entail any consequence other than such termination or release without representation or warranty. Any execution and delivery of documents pursuant to this Section 5 13 (*Termination or Release*) shall be made without recourse to or warranty by the Collateral Agent. In connection with any release pursuant to this Section 5 13 (*Termination or Release*), the applicable Chargor shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of forms or other documents at Companies House, the Land Registry, the United Kingdom Intellectual Property Office or European Union Intellectual Property Office, as applicable, in each case, as may be reasonably acceptable to the Collateral Agent with respect to the released portion of the Collateral. Upon the receipt of any necessary or proper instruments of termination, satisfaction or release prepared by the Borrower Representative, the Collateral Agent shall execute, deliver or acknowledge such instruments or releases to evidence the release of any Collateral permitted to be released pursuant to this Deed, *provided* that the Collateral Agent shall not be required to execute, deliver or acknowledge any such document on terms which, in the Collateral Agent's reasonable opinion, would expose the Collateral Agent to liability or create any obligation or entail any consequence other than such termination or release without representation or warranty. The Chargors agree to pay all reasonable and documented out-of-pocket expenses incurred by the Collateral Agent (and its representatives and counsel) in connection with the execution and delivery of such release documents or instruments.

SECTION 5 14 *General Authority of the Collateral Agent*

(a) By acceptance of the benefits of this Deed and any other Security Documents, each Secured Party (whether or not a signatory hereto) shall be deemed irrevocably

(i) to consent to the appointment of the Collateral Agent as its agent hereunder and under such other Security Documents (ii) to confirm that the Collateral Agent shall have the authority to act as the exclusive agent of such Secured Party for the enforcement of any provision of this Deed and such other Security Documents against any Chargor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder thereunder relating to any Collateral or any Chargor's obligations with respect thereto, (iii) to agree that it shall not take any action to enforce any provisions of this Deed or any other Security Document against any Chargor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this Deed or any other Security Document and (iv) to agree to be bound by the terms of this Deed and any other Security Documents and any applicable Intercreditor Agreement then in effect

(b) Each Chargor acknowledges that the rights and responsibilities of the Collateral Agent under this Deed with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option voting right request, judgment or other right or remedy provided for herein or resulting or arising out of this Deed shall, as between the Collateral Agent and the Secured Parties, be governed by Article VIII of the Credit Agreement, any Permitted First Lien Intercreditor Agreement and such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Chargors, the Collateral Agent shall be conclusively presumed to be acting as agent for the applicable Secured Parties with full and valid authority so to act or refrain from acting, and no Chargor shall be under any obligation, or entitlement, to make any inquiry respecting such authority

(c) It is expressly understood and agreed that the obligations of the Collateral Agent as holder of the Collateral and interests therein and with respect to the disposition thereof, and otherwise under this Deed are only those expressly set forth in this Deed and Article VIII of the Credit Agreement. The Collateral Agent shall act hereunder on the terms and conditions set forth herein and in Article VIII of the Credit Agreement

SECTION 5.15 *Subject to Intercreditor Agreements; Conflicts*

Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Deed and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance and condemnation proceeds) of any Collateral in each case, are subject to the limitations and provisions of any applicable Intercreditor Agreement to the extent provided therein. In the event of any conflict between the terms of such applicable Intercreditor Agreement and the terms of this Deed, the terms of such applicable Intercreditor Agreement shall govern. In the event of any conflict between the terms of the Credit Agreement and the terms of this Deed, the terms of the Credit Agreement shall govern.

SECTION 5.16 *Third Party Rights.* Unless expressly provided to the contrary in a Loan Document, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed. Subject to the terms of any Intercreditor Agreement, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

SECTION 5 17 *Person Serving as Collateral Agent* On the Spinoff Date, the Collateral Agent hereunder is also the Administrative Agent. Written notice of resignation by the Administrative Agent under (and as defined in) the Credit Agreement pursuant to the Credit Agreement shall also constitute notice of resignation as the Collateral Agent under this Deed. Upon the acceptance of any appointment as the Administrative Agent under (and as defined in) the Credit Agreement by a successor, that successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent pursuant hereto. The Collateral Agent immediately prior to any change in Collateral Agent pursuant to this Section 5 17 (*Person Serving as Collateral Agent*) (the "**Prior Collateral Agent**") shall be deemed to have assigned all of its rights, powers and duties hereunder to the successor Collateral Agent determined in accordance with this Section 5 17 (*Person Serving as Collateral Agent*) (the "**Successor Collateral Agent**") and the Successor Collateral Agent shall be deemed to have accepted, assumed and succeeded to such rights, powers and duties. The Prior Collateral Agent shall cooperate with the Chargors and such Successor Collateral Agent to ensure that all actions are taken that are necessary or reasonably requested by the Successor Collateral Agent to vest in such Successor Collateral Agent the rights granted to the Prior Collateral Agent hereunder with respect to the Collateral, including (a) the filing of MR01 forms or any other documents in the appropriate filing offices, (b) to the extent that the Prior Collateral Agent holds, or a third party holds on its behalf, physical possession of or control over Collateral pursuant to this Deed or any other Security Document, the delivery to the Successor Collateral Agent of the Collateral in its possession or control together with any necessary endorsements to the extent required by this Deed, and (c) the execution and delivery of any further documents, MR01 forms or agreements and the taking of all such further action that may be required under any applicable law, or that the Successor Collateral Agent may reasonably request, all without recourse to, or representation or warranty by, the Collateral Agent, and at the sole cost and expense of the Chargors.

SECTION 5 18 *Survival of Agreement* All covenants, agreements, representations and warranties made by the Chargors in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Deed or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit under the Loan Documents, regardless of any investigation made by or on behalf of any Secured Party or any other person and notwithstanding that any Secured Party or any other person may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document is executed and delivered or any credit is extended under the Credit Agreement, and shall continue in full force and effect until the Termination Date.

SECTION 5 19 *Secured Cash Management Agreements, Secured Hedge Agreements and Supply Chain Financings* No Secured Party that obtains the benefit of this Deed shall have any right to notice of any action or to consent to, direct or object to, any action hereunder or otherwise in respect of the Collateral (including, without limitation, the release or impairment of any Collateral) other than in its capacity as a Lender, an Issuing Bank or the Administrative Agent or Collateral Agent, and in any such case only to the extent expressly provided in the Loan Documents, including without limitation Article VIII of the Credit Agreement. Each Secured Party not a party to the Credit Agreement that obtains the benefit of this Deed shall be deemed to have acknowledged and accepted the appointment of the Collateral

Agent pursuant to the terms of the Credit Agreement, including, without limitation, under Article VIII of the Credit Agreement

Schedule I to the
English Law Debenture

Chargors

<u>English Chargors</u>	<u>Registration number (or equivalent, if any)</u>
Adient Seating UK Ltd ¹	00443687
Adient UK Pension Scheme Trustee Limited	04978802
Adient Holding UK Ltd	02215149
Adient Holding Europe Ltd	09882999
Adient Properties UK Ltd	08623091
Adient Financing International Ltd	10404318
Adient Financing Ltd	10403926
Michel Thierry UK Limited	06715114
Adient Holding Germany Ltd	09945404
Adient Holding Ltd	09975841
Adient UK Financing Ltd	10443283
Adient UK Financing International Ltd	10443371

<u>Foreign Chargor</u>	<u>Jurisdiction of incorporation</u>	<u>Registration number (or equivalent, if any)</u>
Adient Global Holdings Ltd	Jersey	121385

¹ Formerly known as Johnson Controls Automotive (UK) Ltd

Schedule II to the
English Law Debenture

Pledged Collateral; English Pledged Collateral

Equity Interests

Adient Seating UK Ltd

<u>Name of Issuer</u>	<u>No. and Type of Equity Interests</u>	<u>Held in Certificated Form</u>
Adient UK Pension Scheme Trustee Limited	1 ordinary shares (being 100% of the ordinary shares of the Issuer)	No

Adient Holding UK Ltd

<u>Name of Issuer</u>	<u>No. and Type of Equity Interests</u>	<u>Held in Certificated Form</u>
Adient Seating UK Ltd	140,000 ordinary shares (being 100% of the ordinary shares of the Issuer)	No

Adient Holding Europe Ltd

<u>Name of Issuer</u>	<u>No. and Type of Equity Interests</u>	<u>Held in Certificated Form</u>
Adient Germany Ltd & Co KG	The General Partner (being Adient Holding Europe Ltd) has no fixed capital interest	No

Adient Holding Germany Ltd

<u>Name of Issuer</u>	<u>No. and Type of Equity Interests</u>	<u>Held in Certificated Form</u>
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Adient Germany Ltd & Co KG	100% of the limited partnership interests of the Issuer	No
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Adient Holding Germany Ltd

<u>Name of Issuer</u>	<u>No. and Type of Equity Interests</u>	<u>Held in Certificated Form</u>
Adient Holding Europe Ltd	1 ordinary share (being 100% of the ordinary shares of the Issuer)	Yes, share certificate no 1

Adient Holding Ltd

<u>Name of Issuer</u>	<u>No. and Type of Equity Interests</u>	<u>Held in Certificated Form</u>
Adient Ltd & Co KG	0.96% of the limited partnership interests of the Issuer	No
Adient Saarlouis Ltd & Co KG	1% of the limited partnership interests of the Issuer	No
Adient Interiors Ltd & Co KG	1% of the limited partnership interests of the Issuer	No
Adient Components Ltd & Co KG	1% of the limited partnership interests of the Issuer	No
Adient Bochum Ltd & Co KG	0.0084% of the limited partnership interests of the Issuer	No
Adient Seating Ltd & Co KG	0.16% of the limited partnership interests of the Issuer	No
Adient Fibrit Ltd & Co	0.01% of the limited	No

KG partnership interests of the Issuer

Adient Properties UK Ltd

<u>Name of Issuer</u>	<u>No. and Type of Equity Interests</u>	<u>Held in Certificated Form</u>
Adient IM Canada ULC	25,658,820 class B common shares (being 95.31017% of the share capital of the Issuer)	Yes – share certificate no CB-4

Adient Global Holdings Ltd

<u>Name of Issuer</u>	<u>No. and Type of Equity Interests</u>	<u>Held in Certificated Form</u>
Adient Properties UK Limited	4,001,000 ordinary shares, 10,000,000 preferred A shares, 10,000,000 preferred B shares, together representing 100% of the outstanding shares of the Issuer	Yes – share certificate no 1, 2 and 3
Adient Financing Ltd	101 ordinary shares (being 100% of the ordinary shares of the Issuer)	Yes – share certificate no 1
Adient Financing International Ltd	101 ordinary shares (being 100% of the ordinary shares of the Issuer)	Yes – share certificate no 1
Adient UK Financing Ltd	100 ordinary shares ((being 100% of the ordinary shares of the Issuer)	No
Adient UK Financing International Ltd	100 ordinary shares ((being 100% of the ordinary shares of the Issuer)	No

Intellectual Property

Part A Patents

TITLE	APPLICATION NO	REGISTRATION NO	JURISDICTION

Part B Registered Designs

TITLE	APPLICATION NO	REGISTRATION NO	JURISDICTION

Part C Registered Trade Marks

MARK	APPLICATION NO	REGISTRATION NO	CLASS(ES)	JURISDICTION

Part D Licences and Sub-licences of Intellectual Property

LICENSOR	LICENSEE	DATE	SUBJECT MATTER

Rights of Receivers

Any Receiver appointed pursuant to Section 4.2 (*Appointment of Receivers and Administrators*) shall have the right, either in its own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person

(a) (Enter into possession) to take possession of, get in and collect all or any part of the Collateral and to require payment to it or to any Secured Party of any Receivables that form part of the Collateral,

(b) (Bank Accounts) to apply, transfer or set-off any or all of the credit balances from time to time on any Bank Account that forms part of the Collateral in or towards payment or other satisfaction of all or part of the Obligations.

(c) (Carry on business) to manage and carry on any business of that Chargor.

(d) (Contracts) to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party,

(e) (Deal with Collateral) to sell, transfer, assign, exchange, hire out, lend, licence or otherwise dispose of or realise all or any part of the Collateral to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments or deferred),

(f) (Hive down) to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or any rights attaching thereto.

(g) (Borrow money) to borrow or raise money either unsecured or on the security of all or any part of the Collateral (either in priority to the Security Interests or otherwise)

(h) (Lend money) to lend money or advance credit to any person.

(i) (Covenants and guarantees) to enter into bonds, covenants, guarantees, indemnities and other commitments.

(j) (Dealings with tenants) to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons

(k) (Rights of ownership) to manage and use all or any part of the Collateral and to exercise and do all such rights and things as the Receiver would be capable of exercising or doing if it were the absolute beneficial owner of all or any part of the Collateral.

(l) (Protection of Collateral) to insure all or any part of the Collateral, to carry out decorations, repairs, alterations, improvements and additions to all or any part of the Collateral, to commence and/or complete any building operation, to apply for and maintain any planning permission, building regulation approval or any other authorisation and to purchase or otherwise acquire or do anything in connection with all or any part of the Collateral.

(m) (Legal actions) to bring, prosecute, enforce, defend and abandon actions, suits and proceedings relating to all or any part of the Collateral or any business of that Chargor.

(n) (Claims) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating to all or any part of the Collateral or any business of that Chargor,

(o) (Redemption of Security) to redeem any Security (whether or not having priority to the Security Interests) over all or any part of the Collateral and to settle the accounts of any person with an interest in all or any part of the Collateral.

(p) (Employees) to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor.

(q) (Delegation) to delegate in any manner to any person any rights exercisable by the Receiver under any Loan Document, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) as it thinks fit, and to pass confidential information to any such delegate (provided such delegate is bound by customary obligations of confidentiality or otherwise bound by duties of confidentiality by law or professional conduct rules as regards such confidential information).

(r) (Insolvency Act) to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed,

(s) (Receipts) to give a valid receipt for any moneys and do anything which may be necessary or desirable for realising all or any part of Collateral, and

(t) (Other powers) to do anything else it may think fit for the realisation of all or any part of the Collateral or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Loan Document to which the relevant Chargor is party, the Law of Property Act or the Insolvency Act

Material UK Real Property

Adient Properties UK Ltd²

<u>Property</u>	<u>Title No</u>
Cherry Blossom Way, Sunderland, United Kingdom SR5 3TW	TY201735

² Formerly known as Johnson Controls Properties UK Limited

Form of Supplement to the English Law Debenture

THIS SUPPLEMENTAL DEED (this '**Supplement**') is dated and delivered as of [●], 20[●] and is supplemental to the English Law Debenture dated as of October [31], 2016 (as amended, restated, supplemented or otherwise modified from time to time, the '**English Law Debenture**') as scheduled in Schedule [IV] (*English Law Debenture*) hereto, among ADIENT GLOBAL HOLDINGS LTD (the '**Initial Borrower**'), each other Chargor (as defined therein) and JPMORGAN CHASE BANK, N A, as collateral agent (together with its successors and assigns in such capacity, the '**Collateral Agent**') for the Secured Parties (as defined therein)

A Reference is made to the Credit Agreement, dated as of July 27, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the '**Credit Agreement**'), among the Initial Borrower, the Lenders party thereto from time to time, the Issuing Banks party thereto from time to time, JPMorgan Chase Bank, N A, as administrative agent, and the other parties party thereto

B The Chargors have entered into the English Law Debenture and/or a supplement thereto pursuant to the requirements set forth in Section 5.10 of the Credit Agreement

[C Section 1.3 (*Additional Chargor*) of the English Law Debenture provides that additional Loan Parties may become additional Chargors under the English Law Debenture by execution and delivery of an instrument in substantially the form of this Supplement. The undersigned (the '**New Chargor**') is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Chargor under the English Law Debenture hereto and grant the Security Interests set out herein]³

[C Paragraph (f) of Section 3.09 (*Material UK Real Property covenants*) of the English Law Debenture provides that each Chargor shall, in respect of Material UK Real Property acquired by it after the date of the English Law Debenture, enter into a supplemental deed in substantially the form hereto to create a first legal mortgage in respect of such Material UK Real Property. The undersigned (the '**Existing Chargor**') is executing this Supplement to grant a first legal mortgage in respect of such Material UK Real Property]⁴

D The Collateral Agent and the [New Chargor]/[Existing Chargor] intend this document to take effect as a deed (even though the Collateral Agent may only execute it under hand)

Accordingly, the [New Chargor]/[Existing Chargor] agrees as follows

³ To insert if the Supplement is in respect of a New Chargor

⁴ To insert if the Supplement is in respect of an Existing Chargor (ie to create a first ranking legal mortgage in respect of Material UK Real Property acquired after the date of the English Law Debenture)

SECTION 1 In accordance with [Section 1.3 (*Additional Chargor*)]⁵ / [Section 3.09 (*Material UK Real Property covenants*)]⁶ of the English Law Debenture, the [New Chargor]/[Existing Chargor] executes this Supplement as a deed and

(u) [the New Chargor becomes a Chargor under the English Law Debenture and the New Chargor hereby (i) agrees to all the terms and provisions of the English Law Debenture applicable to it as a Chargor thereunder and (ii) represents and warrants that the representations and warranties made by it as a Chargor thereunder are true and correct in all material respects on and as of the date hereof]⁷ / [the Existing Chargor hereby represents and warrants that the representations and warranties made by it as a Chargor under the English Law Debenture are true and correct in all material respects on and as of the date hereof]⁸

(v) In furtherance of the foregoing, the [New Chargor]/[Existing Chargor] as security for the payment and performance in full of its Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, the Security Interests contemplated in this Supplement, provided that, for the avoidance of doubt, the Collateral shall not include any Excluded Property or Excluded Securities

(w) [Each reference to a "Chargor" and an "English Chargor" in the English Law Debenture shall be deemed to include the New Chargor]⁹ / [Each reference to a "Chargor" and a "Foreign Chargor" in the English Law Debenture shall be deemed to include the New Chargor]¹⁰ The English Law Debenture is hereby incorporated herein by reference, however, for the avoidance of doubt [and without prejudice to the Security Interests granted by the Existing Chargor under the English Law Debenture]¹¹, [the Security Interests created by the New Chargor shall be those Security Interests created by Section 2 of this Supplement and not those Security Interests set out in and created by Sections 2 and 3 of the English Law Debenture]¹² / [the Security Interests created by the Existing Chargor under this Supplement shall be separate from the Security Interests created by the Existing Chargor under the English Law Debenture]¹³, notwithstanding that the rights of the Collateral Agent and the Secured Parties as regards those Security Interests in the English Law Debenture shall apply to the Security Interests created in this Supplement mutatis mutandis

⁵ To insert if the Supplement is in respect of a New Chargor

⁶ To insert if the Supplement is in respect of an Existing Chargor

⁷ To insert if the Supplement is in respect of a New Chargor

⁸ To include if the Supplement is in respect of an Existing Chargor

⁹ To insert if the Supplement is in respect of a New Chargor which shall not be a Foreign Chargor

¹⁰ To insert if the Supplement is in respect of a New Chargor which shall be a Foreign Chargor

¹¹ To insert if the Supplement is in respect of an Existing Chargor

¹² To insert if the Supplement is in respect of a New Chargor

¹³ To insert if the Supplement is in respect of an Existing Chargor

(x) The provisions of Sections 1.1 (*Credit Agreement*) and 1.2 (*Other Defined Terms*) of the English Law Debenture apply to this Supplement except that references to the English Law Debenture and "this Deed" in those sections shall be construed as references to this Supplement and any references in the English Law Debenture to specific Security created under the English Law Debenture shall be construed to include references to the equivalent Security (if any) created under this Supplement

(y) The English Law Debenture and this Supplement shall be read together as one instrument on the basis that references in the English Law Debenture to "this Deed" will be deemed to be references to the English Law Debenture as supplemented by this Supplement

[SECTION 2 *Creation of Security Interests by New Chargor which is an English Chargor.*

Notwithstanding anything to the contrary in this Supplement or the other Loan Documents, this Supplement shall not constitute a grant of a security interest in (and the Collateral shall not include), and the other provisions of the Loan Documents with respect to Collateral need not be satisfied with respect to, the Excluded Property or the Excluded Securities

(a) The New Chargor with full title guarantee and as security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, charges in favour of the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties

(i) by way of first legal mortgage, all Material UK Real Property (including that described in Schedule III (*Material UK Real Property*)) owned by it on the date of this Supplement and

(ii) by way of first fixed equitable charge, all Material UK Real Property acquired by it after the date of this Supplement and, to the extent not validly and effectively mortgaged under sub paragraph (i) above, all Material UK Real Property owned by it on the date of this Supplement

(b) The New Chargor, with full title guarantee (save as for Intellectual Property) and as security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise) as the case may be, in full of the Obligations charges in favour of the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties

(i) by way of first fixed charge, all its Equity Interests (including those shares and interests listed on Schedule I (*Pledged Collateral, English Pledged Collateral*)) and any other Equity Interests obtained in the future by such New Chargor, and in each case any Related Rights in connection with such Equity Interests and any certificates representing all such Equity Interests, provided that such charged property shall not include any Excluded Securities or Excluded Property.

(ii) by way of first fixed charge, the Investments and Receivables and in each case any Related Rights thereto provided that in each case such charged Investments

and Receivables shall not include any Excluded Securities or Excluded Property (and the definition of "Pledged Collateral" in the English Law Debenture shall be deemed to include any such property charged under this Section 2(b)(ii) and Section 2(b)(i) above).

(iii) by way of first fixed charge, all its Bank Accounts,

(iv) by way of first fixed charge, all its right, title and interest from time to time in and to its uncalled capital and goodwill,

(v) by way of first fixed charge, all its right, title and interest from time to time in and to any Intellectual Property and all Related Rights,

(vi) by way of first fixed charge, all its right, title and interest from time to time in and its beneficial interest, claim or entitlement in any pension fund,

(vii) by way of first fixed charge, all its Plant and Machinery (except that validly and effectively mortgaged or charged under sub-paragraph (a)(i) or sub-paragraph (a)(ii) above),

(viii) by way of first fixed charge, all its Insurances, and

(ix) by way of first floating charge, all its undertaking and all its assets, both present and future (including assets expressed to be mortgaged or charged under this Section 2)

(c) The floating charge created by the New Chargor under paragraph (b)(ix) of this Section 2 above ranks (i) behind all the mortgages and fixed charges created by that New Chargor under this Supplement, but (b) in priority to any other Security over the relevant Collateral of that New Chargor except for Security ranking in priority in accordance with paragraph (g) of Schedule IV (*Rights of Receivers*) of the English Law Debenture. For the avoidance of doubt, this Section is without prejudice to Section 3(a) (*Negative Pledge, prohibition of Dispositions and other covenants*) below and Section 3 8(a) (*Negative Pledge, prohibition of Dispositions and other covenants*) of the English Law Debenture

(d) For the avoidance of doubt, the covenants (including, but not limited to, those set out in Section 3 9 (*Material UK Real Property covenants*) and Section 3 10 (*Covenants Regarding Patent Trade Mark and Copyright Collateral*) of the English Law Debenture shall apply to the Collateral the subject of the Security Interests created by this Supplement, mutatis mutandis]¹⁴

[SECTION 2 *Creation of Security Interests by New Chargor which is a Foreign Chargor.*

Notwithstanding anything to the contrary in this Supplement or the other Loan Documents, this Supplement shall not constitute a grant of a security interest in (and the

¹⁴ To insert if this Supplement is in respect of a New Chargor which is an English Chargor

Collateral shall not include). and the other provisions of the Loan Documents with respect to Collateral need not be satisfied with respect to, the Excluded Property or the Excluded Securities

(e) The New Chargor with full title guarantee and as security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, charges in favour of the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties

(i) by way of first legal mortgage, all Material UK Real Property (including that described in Schedule II (*Material UK Real Property*)) owned by it on the date of this Supplement, and

(ii) by way of first fixed equitable charge, all Material UK Real Property acquired by it after the date of this Supplement and, to the extent not validly and effectively mortgaged under sub paragraph (i) above all Material UK Real Property owned by it on the date of this Supplement

(f) The New Chargor, with full title guarantee and as security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be in full of the Obligations, charges in favour of the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties (i) by way of first fixed charge, all its English Equity Interests (including those shares and interests listed on Schedule I (*Pledged Collateral, English Pledged Collateral*)) and any other English Equity Interests obtained in the future by such New Chargor and in each case, any Related Rights, provided that such charged property shall not include any Excluded Securities or Excluded Property (and the definition of "English Pledged Collateral" in the English Law Debenture shall be deemed to include any such property referred to as charged under this Section 2(b))

(g) For the avoidance of doubt, the covenants (including, but not limited to, those set out in Section 3.9 (*Material UK Real Property covenants*) of the English Law Debenture which are relevant to the Collateral the subject of the Security Interests created by this Supplement shall apply to such Collateral, mutatis mutandis]¹⁵

[SECTION 2 *Creation of Security Interests by Existing Chargor.*

(h) The Existing Chargor, with full title guarantee and as security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, charges in favour of the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties

(i) by way of first legal mortgage, all Material UK Real Property (including that described in Schedule I (*Material UK Real Property*)) owned by it on the date of this Supplement and not otherwise mortgaged under paragraph (a)(i) of Section 3.1 (*Creation of Security Interests*) of the English Law Debenture, and

¹⁵ To include if the Supplement is in respect of a New Chargor which is a Foreign Chargor

(ii) by way of first fixed equitable charge, all Material UK Real Property acquired by it after the date of this Supplement and, to the extent not validly and effectively mortgaged under sub paragraph (i) above, all Material UK Real Property owned by it on the date of this Supplement

(i) For the avoidance of doubt, the covenants (including, but not limited to, those set out in Section 3.9 (*Material UK Real Property covenants*) of the English Law Debenture which are relevant to the Collateral the subject of the Security Interests created by this Supplement shall apply to such Collateral, mutatis mutandis]¹⁶

SECTION 3 *Negative Pledge, prohibition of Dispositions and other covenants*

(j) The [New Chargor]/[Existing Chargor] shall not make or permit to be made an assignment, pledge, hypothecation of the Collateral owned by it or in which it has an interest, and the [New Chargor]/[Existing Chargor] shall not grant any other Lien in respect of the Collateral owned by it or in which it has an interest, in each case except as not prohibited by the Credit Agreement. The [New Chargor]/[Existing Chargor] shall not make or permit to be made any transfer of the Collateral owned by it or in which it has an interest, except as not prohibited by the Credit Agreement or any Intercreditor Agreement

(k) Subject to any rights of the [New Chargor]/[Existing Chargor] to Dispose of Collateral provided for in the Loan Documents, the [New Chargor]/[Existing Chargor] shall, at its own expense use commercially reasonable efforts to defend title to the Collateral against all persons and to defend the security interest of the Collateral Agent granted hereunder, for the benefit of the Secured Parties, in the Collateral and the priority thereof against any Lien that is not a Permitted Lien

SECTION 4 The [New Chargor]/[Existing Chargor] represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing

SECTION 5 This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the [New Chargor]/[Existing Chargor] and is countersigned by the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Supplement

¹⁶ To include if the Supplement is in respect of an Existing Chargor

SECTION 6 The [New Chargor]/[Existing Chargor] hereby represents and warrants that, as of the date hereof, [(a) Schedule I (*Pledged Collateral English Pledged Collateral*) correctly sets forth (or with respect to any English Equity Interest, issued by an issuer that is not a subsidiary of Parent, correctly sets forth, to the knowledge of the New Chargor) as of the date of this Supplement, the percentage of the issued and outstanding units of each class of the English Equity Interests, of the issuer thereof, and includes all English Equity Interests secured hereunder, (b) Schedule II (*Material UK Real Property*) correctly sets forth all Material UK Real Property owned by the New Chargor, and (c) set forth under its signature hereto is the true and correct legal name of the New Chargor]¹⁷ / [(a) Schedule I (*Pledged Collateral, English Pledged Collateral*) correctly sets forth (or with respect to any Equity Interest issued by an issuer that is not a subsidiary of Parent, correctly sets forth to the knowledge of the New Chargor) as of the date of this Supplement, the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof, and includes all Equity Interests, and Investments in an individual principal amount in excess of \$5,000,000 (or its currency equivalent) secured hereunder, (b) the Intellectual Property constituting Collateral set forth on Schedule II (*Intellectual Property*) includes a true and complete list of all of the (X) issued and applied for United Kingdom patents, (Y) registered and applied for United Kingdom trade marks and European Union trade marks applied for or registered at the European Union Intellectual Property Office, and (Z) material United Kingdom registered designs and Registered Community Designs, in each case owned by such New Chargor as of the date of this Supplement (other than Excluded Property), (c) Schedule III (*Material UK Real Property*) correctly sets forth all Material UK Real Property owned by the New Chargor, and (d) set forth under its signature hereto is the true and correct legal name of the New Chargor]¹⁸ / [(a) Schedule I (*Material UK Real Property*) correctly sets forth, all Material UK Real Property owned by the Existing Chargor, and (b) set forth under its signature hereto is the true and correct legal name of the Existing Chargor]¹⁹

SECTION 7 Except as expressly supplemented hereby the English Law Debenture shall remain in full force and effect

SECTION 8 This Supplement and any non-contractual obligations arising out of or in connection with it are governed by English law

SECTION 9 In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the English Law Debenture shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction) The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions

¹⁷ To be included if the New Chargor is a Foreign Chargor

¹⁸ To be included if New Chargor is an English Chargor

¹⁹ To insert if Supplement is in respect of an Existing Chargor

the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions

SECTION 10 All communications and notices hereunder shall (except as otherwise expressly permitted by the English Law Debenture) be in writing and given as provided in Section 5.1 of the English Law Debenture

SECTION 11 The [New Chargor]/[Existing Chargor] agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent

[SECTION 12 The New Chargor shall pay and/or perform (as applicable) each of the Obligations when due in accordance with its terms]²⁰

²⁰ To insert if Supplement is in respect of a New Chargor

Schedule I to
Supplement to the
English Law Debenture

Pledged Collateral; English Pledged Collateral²¹

Equity Interests

[Name of
English
Chargor/
Foreign
Chargor]

Name of Issuer

No. and Type of Equity
Interests

Held in Certificated Form

[Name of
English
Chargor/
Foreign
Chargor]

Name of Issuer

No. and Type of Equity
Interests

Held in Certificated Form

[Name of
English
Chargor/
Foreign
Chargor]

Name of Issuer

No. and Type of Equity
Interests

Held in Certificated Form

²¹ To insert if the Supplement is in respect of New Chargors

Investments

[Name of
English
Chargor]

Name of Issuer

No. and Type of
Investments

Held in Certificated Form

[Name of
English
Chargor]

Name of Issuer

No. and Type of
Investments

Held in Certificated Form

[Name of
English
Chargor]

Name of Issuer

No. and Type of
Investments

Held in Certificated Form

Intellectual Property²²

Part A Patents

TITLE	APPLICATION NO	REGISTRATION NO	JURISDICTION

Part B Registered Designs

TITLE	APPLICATION NO	REGISTRATION NO	JURISDICTION

Part C Registered Trade Marks

MARK	APPLICATION NO	REGISTRATION NO	CLASS(ES)	JURISDICTION

Part D Licences and Sub-licences of Intellectual Property

LICENSOR	LICENSEE	DATE	SUBJECT MATTER

²² To insert if this Supplement is in respect of New Chargors which are English Chargors

Schedule [III] to
Supplement to the
English Law Debenture

Material UK Real Property

[Chargor]

Property

Title No

[Chargor]

Property

Title No

Schedule [IV] to
Supplement to the
English Law Debenture

English Law Debenture

[to append English Law Debenture to Supplement before execution of Supplement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this deed as of the day and year first above written

EXECUTED AS A DEED BY

[NAME OF [NEW]/[EXISTING] CHARGOR]²³

By _____
Name
Title

in the presence of a witness

Name
Title

²³ To be executed as a deed

SIGNATURE PAGES TO ENGLISH LAW DEBENTURE

CHARGORS

Signed as a deed by ADIENT SEATING UK

LTD acting by its attorney

Steven T Mielke

in the presence of a witness



Name of witness David Kueff

Occupation Attorney

Address



Signed as a deed by ADIENT UK PENSION
SCHEME TRUSTEE LIMITED acting by its
attorney

Steven T Mielke

in the presence of a witness



Name of witness *David Knott*

Occupation *Attorney*

Address



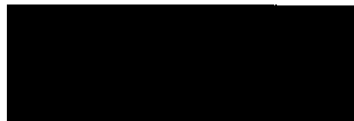
Signed as a deed by ADIENT HOLDING UK
LTD acting by its attorney
Steven T Mielke
in the presence of a witness



Name of witness David Knuff

Occupation Attorney

Address



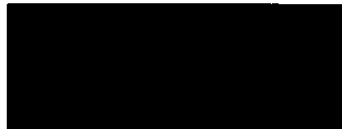
Signed as a deed by ADIENT HOLDING
EUROPE LTD acting by its attorney
Steven T Mielke
in the presence of a witness



Name of witness *David Knaff*

Occupation *Attorney*

Address



Signed as a deed by ADIENT PROPERTIES
UK LTD acting by its attorney
Steven T Mielke
in the presence of a witness



Name of witness David Knott

Occupation Attorney

Address



Signed as a deed by ADIENT FINANCING
INTERNATIONAL LTD acting by its attorney
Steven T Mielke
in the presence of a witness



Name of witness *David Kueff*

Occupation *Attorney*

Address



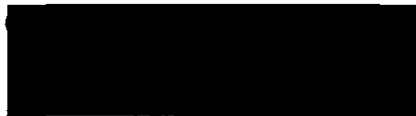
Signed as a deed by ADIENT FINANCING
LTD acting by its attorney
Steven T Mielke
in the presence of a witness



Name of witness *David Knaff*

Occupation *Attorney*

Address



Signed as a deed by MICHEL THIERRY UK
LIMITED acting by its attorney

Steven T Mielke

in the presence of a witness



Name of witness *David Knott*

Occupation *Attorney*

Address



Signed as a deed by ADIENT HOLDING
GERMANY LTD acting by its attorney
Steven T Mielke
in the presence of a witness



Name of witness David Kuatt

Occupation Attorney

Address



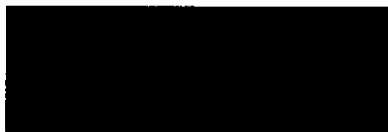
Signed as a deed by ADIENT HOLDING LTD
acting by its attorney
Steven T Mielke
in the presence of a witness



Name of witness *David Knuff*

Occupation *Attorney*

Address



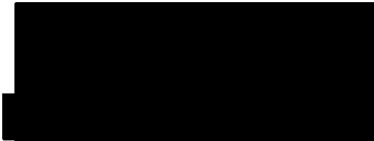
Signed as a deed by ADIENT UK
FINANCING LTD acting by its attorney
Steven T Mielke
in the presence of a witness



Name of witness *David Knott*

Occupation *Attorney*

Address



Signed as a deed by ADIENT UK
FINANCING INTERNATIONAL LTD acting
by its attorney
Steven T Mielke
in the presence of a witness



Name of witness David Knuff

Occupation Attorney

Address



Signed as a deed by Adient Global Holdings
Ltd, a company incorporated in Jersey, by
Steven T Mielke


being a person who, in accordance with the
laws of that territory, is acting under the
authority of the company

A solid black rectangular box used to redact the signature of the authorized representative.

Authorised Representative

COLLATERAL AGENT

JPMORGAN CHASE BANK, N A ,
as Collateral Agent,

By 
Name Robert P Kellas
Title Executive Director