



Registration of a Charge

Company Name: **MALLINCKRODT UK LTD**

Company Number: **02030418**



Received for filing in Electronic Format on the: **24/06/2022**

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Details of Charge

Date of creation: **16/06/2022**

Charge code: **0203 0418 0010**

Persons entitled: **WILMINGTON SAVINGS FUND SOCIETY, FSB**

Brief description: **N/A**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **PREMA GOVIND**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2030418

Charge code: 0203 0418 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2022 and created by MALLINCKRODT UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2022 .

Given at Companies House, Cardiff on 28th June 2022

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



Companies House



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

Dated 16 June 2022

**MALLINCKRODT UK LTD
MKG MEDICAL UK LTD
MUSHI UK HOLDINGS LIMITED
MALLINCKRODT ENTERPRISES UK
LIMITED
MALLINCKRODT ARD HOLDINGS
LIMITED
MALLINCKRODT PHARMACEUTICALS
LIMITED
MALLINCKRODT UK FINANCE LLP**

as Chargors

and

**WILMINGTON SAVINGS FUND SOCIETY, FSB
as Second Lien Collateral Agent**

DEBENTURE CREATING FIXED

AND FLOATING CHARGES

This Debenture is entered into subject to the terms of the Intercreditor Agreements
and the Second Lien Documents

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THIS DEED is made on 16 June 2022

PARTIES:

- (1) **MALLINCKRODT UK LTD**, a limited company incorporated in England and Wales with company registration number 02030418 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England TW18 3AG;
- (2) **MKG MEDICAL UK LTD**, a limited company incorporated in England and Wales with company registration number 00604863 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England TW18 3AG;
- (3) **MUSHI UK HOLDINGS LIMITED**, a limited company incorporated in England and Wales with company registration number 09090448 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England TW18 3AG;
- (4) **MALLINCKRODT ENTERPRISES UK LIMITED**, a limited company incorporated in England and Wales with company registration number 09090223 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England TW18 3AG;
- (5) **MALLINCKRODT ARD HOLDINGS LIMITED**, a limited company incorporated in England and Wales with company registration number 09090452 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England, TW18 3AG;
- (6) **MALLINCKRODT PHARMACEUTICALS LIMITED**, a limited company incorporated in England and Wales with company registration number 09780382 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England, TW18 3AG; and
- (7) **MALLINCKRODT UK FINANCE LLP**, a limited liability partnership incorporated in England and Wales with registration number OC401896 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England, TW18 3AG,

(each a "**Chargor**" and together the "**Chargors**"); and

- (8) **WILMINGTON SAVINGS FUND SOCIETY, FSB** a company organised under the laws of the United States of America, whose office is located at 500 Delaware Avenue, Wilmington, DE, 19801, United States of America acting as second lien collateral agent for the Secured Parties (the "**Second Lien Collateral Agent**").

BACKGROUND

- (A) Each Chargor enters into this Deed in connection with the Second Lien Documents and the Intercreditor Agreements (each as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Second Lien Documents (or, if not defined in the Second Lien Documents, in the Intercreditor Agreements) shall, unless otherwise defined in this Deed, have the same meaning when used in this Deed.

In addition:

"2025 Second Lien / 2029 Second Lien Intercreditor Agreement" means the intercreditor agreement, dated 16 June 2022 by and among (1) the Second Lien Collateral Agent, in its capacity as second lien trustee, takeback second lien notes trustee, and second lien collateral agent, and (2) each other second lien representative from time to time party thereto and acknowledged and agreed to by Mallinckrodt PLC, as parent, Mallinckrodt International Finance S.A. as Lux borrower, Mallinckrodt CB LLC as co-borrower, and each other obligor from time to time party thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Collateral" shall have the meaning given to the term "Second Lien Collateral" in the Second Lien Documents and in no case shall the Collateral include any Excluded Property or Excluded Securities.

"Delegate" means a delegate or sub-delegate appointed pursuant to Clause 14.2 (Delegation) and/or as contemplated in the Second Lien Documents.

"Derived Assets" means any shares, stock or other assets which accrue or are offered, issued, paid or distributed at any time (by way of bonus, rights issue, redemption, reduction, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase, dividend or otherwise) in respect of any Investments.

"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 (including any preferred equity certificates (and any other similar instruments)), 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.

"Event of Default" has the meaning given to such term (or any equivalent term) in the Second Lien Documents.

"Existing Debenture" means the second lien debenture dated as of 6 December 2019, by and among the Chargors and the Second Lien Collateral Agent.

"Excluded Property" has the meaning given to it in the Second Lien Documents.

"Excluded Securities" has the meaning given to it in the Second Lien Documents.

"First Lien / Second Lien Intercreditor Agreement" means the second lien intercreditor agreement, dated as of 6 December 2019, as supplemented by the joinder to such agreement, dated 16 June 2022 by and among (1) Deutsche Bank AG New York Branch, as first lien collateral agent and as first lien credit agreement representative, (2) the Second Lien Collateral Agent, as second lien collateral agent and as initial second lien document representative, (4) each other first lien representative from time to time party thereto and (5) each other second lien representative from time to time party thereto and acknowledged and agreed to by the Parent, MIFSA as Lux borrower, Mallinckrodt CB LLC, as co-borrower, and each other obligor from time to time party thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Intercreditor Agreements" means the First Lien / Second Lien Intercreditor Agreement and the 2025 Second Lien / 2029 Second Lien Intercreditor Agreement, as applicable.

"Investments" means:

- (a) any Equity Interests (including, for the avoidance of doubt, the Equity Interests listed in Schedule 1);
- (b) any debt securities and other forms of instrument giving rise to or acknowledging indebtedness including debentures, bonds, promissory notes, certificates of deposit, depositary receipts, loan stock and debenture stock;
- (c) all interests in collective investment schemes; and
- (d) all warrants, options, coupons and other rights to subscribe, purchase, call for delivery or otherwise acquire any investments of a type described in the foregoing paragraphs,

in each case whether held directly by or to the order of each Chargor or by any trustee, nominees, fiduciary or clearance system on its behalf and in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest, and includes each Chargor's rights in or in respect of and claims relating to Investments of a type specified in (a) to (d) above (and whether or not on a fungible basis), including any rights or claims against any trustee, nominee, depositary, intermediary, fiduciary, custodian or clearance or settlement system and all Related Rights.

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

"MIFSA" means MALLINCKRODT INTERNATIONAL FINANCE S.A. a public limited liability company (*société anonyme*) organised and established under the laws of Luxembourg, registered with the Luxembourg Register of Trade and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 172.865 whose registered office is at 124, boulevard de la Pétrusse, L-2330 Luxembourg.

"Parent" means MALLINCKRODT PLC, a public limited company incorporated in Ireland with registered number 522227, subject to the Second Lien Documents .

"Receivables" means any debts and monetary claims owing to a Chargor, including any such claims relating to or derived from any Investments, together with any proceeds of such debts and monetary claims and all Related Rights.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale or other disposal of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all other assets and rights at any time receivable or distributable in respect of, or in exchange for, that asset;
- (d) the benefit of all rights in respect of or appurtenant to that asset (including, the benefit of all claims, distributions, covenants for title, warranties, guarantees, indemnities and security interests);
- (e) any moneys, proceeds, dividends or other distributions paid or payable in respect of that asset; and
- (f) any rights or monies accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference in respect of that asset,

and (to the extent not included in paragraphs (a) to (f) above), in relation to Investments, includes all Derived Assets and all, cash dividends, interest and other sums paid or payable in respect of any Investments.

"Second Lien Documents" has the meaning given to that term in the First Lien / Second Lien Intercreditor Agreement.

"Secured Obligations" means the "Second Lien Obligations" as defined in the First Lien / Second Lien Intercreditor Agreement.

"Secured Party" means each "Second Priority Notes Secured Party" as defined in the Second Lien Documents and **"Secured Parties"** means all of them.

"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 Assets" means all the assets, rights, title, interests and benefits of each Chargor the subject of, or expressed to be subject to this Deed.

"Security Rights" means all rights of the Second Lien Collateral Agent or any Receiver or Delegate provided by or pursuant to this Deed or by law in respect of the subject matter of this Deed.

"VAT" means (A) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (B) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (A), or imposed elsewhere.

1.2 Construction of Particular Terms

Unless a contrary intention appears in this Deed:

- (a) **"assets"** includes properties, revenues and rights of every kind, present, future and contingent and whether tangible or intangible;
- (b) **"authorisation" or "consent"** shall be construed as including any authorisation, **consent, approval, resolution, licence, exemption, filing, notarisation or registration**;
- (c) a **"company"** includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) **"this Deed"** or any other agreement or instrument is a reference to this Deed or other agreement or instrument as it may have been amended, supplemented, replaced or novated from time to time and includes a reference to any document which amends, supplements, replaces, novates or is entered into, made or given pursuant to or in accordance with any of the terms of this Deed or, as the case may be, the relevant deed, agreement or instrument;
- (e) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (f) **"law"** includes any present or future common or customary law, principles of equity and any constitution, decree, judgment, decision, legislation, statute, , order, ordinance, regulation, bye-law or other legislative measure in any jurisdiction or any present or future official directive, regulation, , guideline, request, rule, code of practice, treaty or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of a person to whom the directive, regulation, guideline, request, rule, code of practice, treaty or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (g) a **"person"** includes any person, firm, company, government, state or agency of a state, any local or municipal authority, trust or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (h) **"qualified person"** means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any company with respect to which he is appointed or an administrative receiver of any such company;
- (i) **"rights"** includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi easements and appurtenances (in each case, of every kind, present, future and contingent);
- (j) **"security"** includes any mortgage, charge, pledge, lien, security assignment, hypothecation or trust arrangement for the purpose of providing security and any other encumbrance or security interest of any kind having the effect of securing any obligation of any person (including the deposit of moneys or property with a person with the intention of affording such person a right of lien, set-off, combination or counter-claim) and any other agreement or any

other type of arrangement having a similar effect (including any "flawed-asset" or "hold back" arrangement) and "security interest" shall be construed accordingly; and

- (k) In this **Deed**, a reference to any person should be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Second Lien Documents and, in the case of the Second Lien Collateral Agent, any person for the time being appointed as Second Lien Collateral Agent or Second Lien Collateral Agents in accordance with the Second Lien Documents and/or the Intercreditor Agreements.

1.3 Intercreditor Agreements and Second Lien Documents

- (a) Each Chargor acknowledges receipt of a copy of the Intercreditor Agreements and the Second Lien Documents as in force as at the date hereof.
- (b) If there is any conflict between any term of this Deed, and any term of the Second Lien Documents, the terms of the Second Lien Documents shall prevail.
- (c) Notwithstanding anything herein to the contrary, the Security granted to the Second Lien Collateral Agent pursuant to this Debenture and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Debenture, the terms of the Intercreditor Agreements shall govern and control.

1.4 Interpretation of this Deed

- (a) Unless a contrary indication appears, a reference to any party or person shall be construed as including its and any subsequent successors in title, permitted transferees and permitted assigns, in each case in accordance with their respective interests.
- (b) Unless a contrary indication appears, a reference to a time of day shall be construed as referring to London time.
- (c) The terms "include", "includes" and "including" shall be construed without limitation.
- (d) References in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed unless the context requires them to be references to the Second Lien Documents or the Intercreditor Agreements (as applicable).
- (e) Clause and Schedule headings are for ease of reference only and shall be ignored in construing this Deed.
- (f) Unless a contrary indication appears, references to any provision of any law are to be construed as referring to that provision as it may have been, or may from time to time be, amended or re enacted, and as referring to all bye laws, instruments, orders, decrees, ordinances and regulations for the time being made under or deriving validity from that provision.
- (g) All security made with "full title guarantee" is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (h) Unless the context otherwise requires, a reference to a Security Asset includes any part of that Security Asset, any proceeds of that Security Asset and any

present and future asset of that type.

1.5 Trust

- (a) All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Second Lien Collateral Agent are given in favour of the Second Lien Collateral Agent as trustee for the Secured Parties from time to time on the terms set out in the Second Lien Documents.
- (b) The Second Lien Collateral Agent holds the benefit of this Deed on trust for the Secured Parties.

1.6 Third Party Rights

- (a) Save as otherwise provided in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may, subject to this Clause 1.6 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

1.7 Existing Debenture

- (a) This Deed is entered into without prejudice to the Security created by and the terms of the Existing Debenture (unless such Security has been released, re-assigned, terminated or otherwise discharged on or prior to the date of this Deed).
- (b) Each Chargor confirms that the Security created under the Existing Debenture:
 - (i) continues in full force and effect and all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of any Second Lien Documents;
 - (ii) shall continue to secure all Secured Obligations (as defined in the Existing Debenture),

but only to the extent that such Security has not been released, re-assigned, terminated or otherwise discharged on or prior to the date of this Deed.
- (c) Notwithstanding any references to a "first fixed charge", a "first floating charge" or the Security Assets being free from any Security other than the security created by this Deed, the existence of and the Security created by the Existing Debenture is acknowledged and there shall be no breach of this Deed by reason of the Security created hereby ranking after the security created by the Existing Debenture and such references shall be construed accordingly.

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Covenant to Pay

Each Chargor shall as primary obligor and not only as surety on demand pay and discharge the Secured Obligations in accordance with the Second Lien Documents or, as the case may be, this Deed, when they become due.

2.2 Interest on Demands

If a Chargor fails to pay any sum payable by it pursuant to this Deed on its due date, interest shall, to the extent permitted under applicable law, accrue on the overdue amount from the due date until the date of actual payment (both before and after judgment) calculated on a daily basis at the rate determined in accordance with the Second Lien Documents.

3. FIXED CHARGES AND FLOATING CHARGE

3.1 Fixed Charges

As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title guarantee and free of any security interest existing in contravention of the provisions of any Second Lien Documents, each Chargor charges all its present and future right, title and interest from time to time in and to each of the following assets in favour of the Second Lien Collateral Agent as trustee for the Secured Parties:

- (a) the Investments by way of fixed charge; and
- (b) the Receivables (other than any claims which are otherwise subject to a fixed charge (at law or in equity) pursuant to this Deed) by way of fixed charge.

3.2 Limitation of Scope of Fixed Charges

Notwithstanding anything contained herein to the contrary, nothing in this Deed shall create a fixed or floating charge over all or any of the Excluded Property or the Excluded Securities.

3.3 Floating Charge

- (a) As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title guarantee and free of any security interest existing in contravention of the provisions of the Second Lien Documents, each Chargor charges by way of floating charge all its present and future assets, property, business, undertaking and uncalled capital together with all Related Rights in favour of the Second Lien Collateral Agent as trustee for the Secured Parties.
- (b) This floating charge shall be without prejudice to and shall rank behind all fixed Security but shall rank in priority to any other security interest created by a Chargor after the date of this Deed.
- (c) The floating charge created by each Chargor pursuant to paragraph (a) above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Deed.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation by Notice

- (a) The Second Lien Collateral Agent may at any time by notice in writing to each Chargor convert the floating charges created by Clause 3.3 (Floating Charge) with immediate effect into fixed charges as regards any property or assets specified in the notice if:
 - (i) an Event of Default has occurred and is continuing;

- (ii) the Second Lien Collateral Agent reasonably considers that any of the Security Assets may be in danger of being seized or sold pursuant to any form of legal process or otherwise in jeopardy; or
 - (iii) the Second Lien Collateral Agent reasonably considers it is necessary or desirable in order to protect the priority, value or enforceability of the Security.
- (b) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) subject to paragraph (c) below, anything done with a view to obtaining a moratorium,

under Part A1 of the Insolvency Act 1986.
- (c) Paragraph (b) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

4.2 Automatic Crystallisation

Notwithstanding Clause 4.1 (Crystallisation by Notice) and without prejudice to any law which may have a similar effect, the floating charge granted by each Chargor will automatically be converted into a fixed charge as regards all the Security Assets subject to that floating charge if:

- (a) a meeting of the members of that Chargor is convened to consider a resolution to wind up that Chargor;
- (b) that Chargor creates or attempts to create or permits to subsist contrary to any of the provisions of this Deed or the Second Lien Documents any security interest affecting any of the Security Assets;
- (c) any person levies or attempts to levy any distress, attachment, execution or other process against any of the Security Assets of that Chargor; or
- (d) an administrator is appointed in respect of that Chargor or the Second Lien Collateral Agent receives notice of an intention to appoint an administrator in respect of that Chargor and reasonably believes that such notice is not frivolous or vexatious,

in each case, with effect from the instant before such event occurred.

5. GENERAL UNDERTAKINGS

5.1 Negative Pledge

No Chargor may:

- (a) create or purport to create or permit to exist any Security over any of its assets;
or
- (b) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Second Lien Collateral Agent (as agent and trustee for the Secured Parties) of the Security constituted hereby and/or the value of its present or future assets,

in each case, except to the extent such action is not prohibited by the Second Lien Documents.

6. INVESTMENTS

6.1 Perfection

Each Chargor shall, as relevant, on the date of this Deed in relation to the Investments, or promptly after the date on which any Equity Interests are issued or transferred to it after the date of this Deed:

- (a) save to the extent such certificates, documents of title and other documentary evidence of ownership is held by any person in accordance with the Intercreditor Agreements, deliver to the Second Lien Collateral Agent or to such agent or custodian as it may specify all certificates, documents of title and other documentary evidence of ownership in relation to the Investments;
- (b) following the Discharge of First Lien Obligations (as defined in the First Lien / Second Lien Intercreditor Agreement), deliver (and shall to the extent such certificates, documents of title and other documentary evidence of ownership is held by any person instruct such person to deliver) to the Second Lien Collateral Agent or to such agent or custodian as it may specify all certificates, documents of title and other documentary evidence of ownership in relation to the Investments; and
- (c) following the Discharge of First Lien Obligations (First Lien / Second Lien Intercreditor Agreement), deliver stock transfer forms in such form as the Second Lien Collateral Agent shall require, duly executed by the relevant Chargor or its nominee with the name of the transferee, the consideration and the date left blank or, if the Second Lien Collateral Agent so requires, in favour of the Second Lien Collateral Agent (or the Second Lien Collateral Agent's nominee).

6.2 Undertakings

- (a) No Chargor may (except to the extent not prohibited by the Second Lien Documents) take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Security Assets being altered or further Equity Interests being issued.
- (b) Each Chargor shall pay all calls and other payments due and payable in respect of the Investments.
- (c) If any Chargor fails to do so, the Second Lien Collateral Agent may (but

shall not be obliged to) pay those calls or other payments on behalf of that Chargor and such Chargor shall, immediately on request, reimburse the Second Lien Collateral Agent for any payment made by the Second Lien Collateral Agent under this Clause 6.2(c) and, pending reimbursement, that payment will constitute part of the Secured Obligations.

- (d) To the extent required by the Second Lien Documents:
 - (i) each Chargor shall comply with all requests for information which are within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of the Security Assets. If any Chargor fails to do so, the Collateral Agent may (but shall not be obliged to) elect to provide any information which it may have on behalf of that Chargor, and
 - (ii) each Chargor must promptly supply a copy to the Second Lien Collateral Agent of any information referred to in paragraph (i) above, only to the extent such information is relevant to the provisions of this Deed.
- (e) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of the Security Assets under this Deed, to the extent required by the Second Lien Documents.

6.3 Role of the Second Lien Collateral Agent

- (a) The Second Lien Collateral Agent will not be required in any manner to:
 - (i) perform or fulfil any obligation of any Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of the Security Assets.
- (b) Prior to the occurrence of an Event of Default which is continuing a Chargor may continue to exercise all voting rights in relation to the Investments owned by it.

6.4 Default: Investments

The Second Lien Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Secured Assets and not a Permitted Lien, and may pay for the maintenance and preservation of the Secured Assets to the extent any Chargor fails to do so as required by this Deed and such Chargor agrees to reimburse the Second Lien Collateral Agent on demand for any reasonable

and documented payment made or any reasonable and documented out-of-pocket expense incurred by the Second Lien Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Clause 6.4 shall be interpreted as excusing a Chargor from the performance of, or imposing any obligation on the Second Lien Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of such Chargor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein.

7. FURTHER ASSURANCE

7.1 General

To the extent reasonably required by the Second Lien Collateral Agent and solely to the extent consistent with the Agreed Guarantee and Security Principles, each Chargor shall (at its own cost), promptly take all action reasonably necessary to:

- (a) ensure that the Security is and remains valid, legally binding and enforceable;
- (b) create, perfect, preserve or protect the Security created or intended to be created under this Deed and its priority; and/or
- (c) facilitate the exercise of any and all of the Security Rights and the realisation of the Security Assets which are, or are intended to be, the subject of the Security as provided herein,

and including the execution of all such mortgages, charges, assignments and other documents (including, without limitation the re-execution of this Deed), the giving of all such notices, orders, instructions and directions and the making of all such registrations and filings as the Second Lien Collateral Agent or any Receiver or Delegate may reasonably consider necessary from time to time.

7.2 Implied Covenants for Title

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

8. POWER OF ATTORNEY

8.1 Appointment

Each Chargor appoints as its attorney, irrevocably (within the meaning of section 4 of the Powers of Attorney Act 1971) and by way of security for the performance of its obligations under this Deed, the Second Lien Collateral Agent and any person nominated in writing by the Second Lien Collateral Agent (including each Receiver and each of their respective delegates and sub-delegates), severally (with full powers of substitution), on its behalf and in its

name or otherwise and as its act and deed, at such time and in such manner as the attorney may think fit:

- (a) to take any action which it is obliged to take under this Deed but has not taken; and
- (b) to take any action required to enable the Second Lien Collateral Agent to exercise all or any of the Security Rights as provided herein,

and the taking of action by the attorney or attorneys shall (as between the attorney and any third party) be conclusive evidence to any third party of its right to take such action, such power of attorney to only be available after the occurrence of an Event of Default which is continuing.

8.2 Ratification

Each Chargor ratifies and confirms everything that any attorney does or purports to do in the exercise or purported exercise of the power of attorney in Clause 8.1 (Appointment).

9. EFFECTIVENESS OF SECURITY

9.1 Continuing Security

- (a) The Security created by this Deed shall remain in full force and effect as continuing security and will extend to the ultimate balance of the Secured Obligations unless and until discharged by the Second Lien Collateral Agent in accordance with Clause 10 (Release Of Security).
- (b) No part of the Security will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

9.2 Additional Security

The Security and the Security Rights shall be cumulative, in addition to and independent of every other security which the Second Lien Collateral Agent or any Secured Party may at any time hold for the Secured Obligations or any other rights provided by law. No prior security held by the Second Lien Collateral Agent (whether in its capacity as Second Lien Collateral Agent or otherwise) or any of the other Secured Parties over the whole or any part of the Security Assets shall merge into the Security.

9.3 No Prejudice

Without prejudice to any other provision of this Deed, none of the Security, its priority, the Security Rights nor the liability of any Chargor or any other person for the Secured Obligations shall be prejudiced, reduced, released or otherwise adversely affected by

any act, omission, fact or any other thing which but for this Clause 9.3 would or may do so, including:

- (a) any time, waiver or consent granted, or any other indulgence or concession granted to a Chargor or any other person;
- (b) the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, holding, variation, compromise, exchange, renewal, realisation or release by any person of any rights under or in connection with any security, guarantee, indemnity or any other document including any arrangement or compromise entered into by the Second Lien Collateral Agent or any other Secured Party with any Chargor or any other person;
- (d) the refusal or failure to take up, hold, perfect or enforce by any person any rights under or in connection with any security, guarantee, indemnity or other document (including, any failure to comply with any formality or other requirement or any failure to realise the full value of any security);
- (e) the existence of any claim, set-off or other right which any Chargor may have at any time against the Second Lien Collateral Agent or any other Secured Party or any other person;
- (f) the making or absence of any demand for payment or discharge of any Secured Obligations;
- (g) any amalgamation, merger or reconstruction that may be effected by the Second Lien Collateral Agent with any other person, including any reconstruction by the Second Lien Collateral Agent involving the formation of a new company and the transfer of all or any of its assets to that company, or any sale or transfer of the whole or any part of the undertaking and assets of the Second Lien Collateral Agent to any other person;
- (h) any incapacity, lack of power, authority or legal personality of or change in the members or status of any Chargor or any other person;
- (i) any variation, amendment, waiver, release, novation, supplement, extension or restatement or replacement of any Second Lien Documents, or any other security, guarantee, indemnity or other document, in each case however fundamental and of whatsoever nature;
- (j) any change in the identity of the Second Lien Collateral Agent or any variation of the terms of the trust upon which the Second Lien Collateral Agent holds the security; or

- (k) any unenforceability, illegality or invalidity of any obligation of any person under any Second Lien Documents or any other security, guarantee, indemnity or other document.

9.4 Details of Security Assets

The fact that no or incomplete details of any Security Asset are inserted in the Schedules to this Deed shall not affect the validity or enforceability of the Security.

9.5 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or the Second Lien Collateral Agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from such Chargor under this Deed. The waiver applies irrespective of any law or any provision of this Deed to the contrary.

9.6 Deferral of Rights

- (a) Until such time as the Security has been released in accordance with Clause 10 (Release Of Security), no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed:
 - (i) to claim, rank, prove or vote as a creditor of any other party to any of the Second Lien Documents; or
 - (ii) to be subrogated to any rights, security or monies held, received or receivable by any Secured Party (or any trustee or agent on its behalf); or
 - (iii) to be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of such Chargor's liability under this Deed;
 - (iv) to receive, claim or have the benefit of any payment, guarantee, indemnity, contribution or security from or on account of any such party (in whole or in part or whether by way of subrogation or otherwise); and/or
 - (v) of set-off, combination or counter-claim or in relation to any "flawed-asset" or "hold back" arrangement as against any such party.
- (b) Each Chargor, subject to the Intercreditor Agreements, shall hold on trust for, and immediately pay or transfer to, the Second Lien Collateral Agent an amount equal to any payment or benefit received by it contrary to (a) above.

- (c) If any Chargor exercises any right of set-off, combination or counter-claim or any rights in relation to any "flawed asset" or "hold back arrangement" contrary to (a)(iii) above, it will immediately pay or transfer to the Second Lien Collateral Agent an amount equal to the amount set-off, combined or counterclaimed.
- (d) The Second Lien Collateral Agent shall apply all amounts received pursuant to (b) and (c) above in accordance with Clause 15 (Application Of Moneys).

9.7 New Account

At any time after:

- (a) the Second Lien Collateral Agent or any Secured Party (acting in their capacity as trustee or otherwise) receives or is deemed to have received notice of any subsequent security interest affecting all or any part of the Security Assets or any assignment or transfer of the Security Assets which is prohibited by the terms of this Deed or the Second Lien Documents; or
- (b) the commencement of the dissolution of a Chargor,

all payments by or on behalf of each Chargor to the Second Lien Collateral Agent or any Secured Party (whether in their capacity as trustee, lender or otherwise) shall be treated as having been credited to a new account of each Chargor and not, upon the occurrence of any of the circumstances specified in (a) or (b) above, as having been applied in reduction of the Secured Obligations.

9.8 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Second Lien Documents have been irrevocably paid in full in cash, each Secured Party (or any trustee or agent on its behalf) may without affecting the liability of any Chargor under this Deed:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by that Secured Party (or any trustee or agent on its behalf against those amounts); or
- (b) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (c) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

9.9 Further Advances

The Security is intended to secure further advances.

9.10 Insolvency Act 2000

Notwithstanding the other provisions of this Deed, the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, in relation to a voluntary arrangement under the Insolvency Act 1986 for any Chargor, will not, by itself:

- (a) cause any floating charge granted by a Chargor under this Deed to crystallise; nor
- (b) cause restrictions in this Deed or the Second Lien Documents which would not otherwise apply to be imposed on the disposal of property by a Chargor; nor
- (c) be a ground for the appointment of a Receiver of any Chargor.

10. RELEASE OF SECURITY

10.1 Release of Security Assets

The provisions relating to the release of Security contained in the Second Lien Documents apply to this Deed. In addition, the Security Interest in any of the Security Assets shall be automatically released upon such Security Assets becoming Excluded Property or Excluded Securities (and the Second Lien Collateral Agent may rely conclusively on a certificate to that effect provided to it by a Chargor upon its reasonable request without any further inquiry).

10.2 Reinstatement

If any payment to, or security or guarantee provided to the Second Lien Collateral Agent is avoided, reduced, set aside or invalidated by virtue of applicable law, notwithstanding any re-assignment or discharge of the Security Assets, the liability of a Chargor under this Deed and the Security shall continue as if such amounts had not been paid or as if any such security or guarantee had not been provided, and any such amounts paid shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid.

11. ENFORCEMENT

11.1 Timing of Enforcement

The Security shall be enforceable immediately upon and at any time after the occurrence of an Event of Default which is continuing.

11.2 Enforcement Rights

Upon or after the Security becoming enforceable the Second Lien Collateral Agent may, without notice to any Chargor save as expressly provided in Clause 11.3 (*Security enforceable -*

Investments) or prior authorisation from any court enforce all or any part of that Security and exercise all or any of the powers, authorities and discretions conferred by the Second Lien Documents including this Deed or otherwise by law on mortgages, chargees and Receivers (whether or not it has appointed a Receiver), in each case at the times, in the manner and on the terms it thinks fit.

11.3 Security enforceable - Investments

- (a) Upon or after the Security becoming enforceable and only for as long as it remains enforceable:
 - (i) the Second Lien Collateral Agent may exercise (or refrain from exercising) any voting rights in respect of the Investments;
 - (ii) each Chargor shall hold all dividends, interest and other moneys arising from the Investments on trust for the Second Lien Collateral Agent pending payment to the Second Lien Collateral Agent for application in accordance with Clause 15 (Application Of Moneys);
 - (iii) each Chargor shall transfer the Investments into the name of such nominee(s) of the Second Lien Collateral Agent as it shall require; and
 - (iv) each Chargor shall exercise (or refrain from exercising) any other rights conferred on or exercisable by the legal or beneficial owner of the Investments in such manner and on such terms as the Second Lien Collateral Agent may think fit,

in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor.

- (b) To the extent that the Security Assets remain registered in the name of any Chargor, each Chargor irrevocably appoints the Second Lien Collateral Agent or its nominee as its proxy to exercise all voting rights in respect of those Security Assets at any time after the Security becomes enforceable in accordance with Clause 11.1 above.
- (c) Each Chargor must indemnify the Second Lien Collateral Agent against any loss or liability incurred by the Second Lien Collateral Agent as a consequence of the Second Lien Collateral Agent acting in respect of the Investments on the direction of any Chargor.

11.4 Financial Collateral Regulations

- (a) To the extent that the Security Assets constitutes "financial collateral" and this Deed and the rights and obligations of the parties under this Deed constitutes a "security financial collateral arrangement" (as defined in and for the purposes of,

the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), at any time on or after the Security becoming enforceable, the Second Lien Collateral Agent shall have the benefit of all of the rights of a collateral taker conferred upon it by the Regulations, including the right to appropriate all or any part of the financial collateral (as defined in the Regulations) in or towards discharge of the Secured Obligations.

- (b) The parties agree that the value of the financial collateral (as defined in the Regulations) so appropriated shall be:
 - (i) in the case of cash, the amount standing to the credit of any account of a Chargor, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and
 - (ii) in the case of any other financial collateral (as defined in the Regulations), such amount as the Second Lien Collateral Agent determines in a commercially reasonable manner.

The parties agree that the methods of valuation set out in paragraphs (i) and (ii) above are commercially reasonable methods of valuation for the purposes of the Regulations.

12. EXTENSION AND VARIATION OF POWERS CONFERRED BY LAW

12.1 Extension of Powers

The powers conferred by section 101 of the LPA as varied and extended by this Deed shall be deemed to arise (and the Secured Obligations shall be deemed due and payable for that purpose) immediately on execution of this Deed. Section 109(1) of the LPA 1925 shall not apply to this Deed.

12.2 Restrictions

The restrictions contained in Sections 93 and 103 of the LPA 1925 shall not apply to this Deed or to the exercise by the Second Lien Collateral Agent or any Receiver or Delegate of its right to consolidate all or any of the Security with any other security in existence at any time or to its power of sale.

13. APPOINTMENT OF RECEIVERS

13.1 Appointment

- (a) At any time:
 - (i) on or after any of the Security becoming enforceable (whether or not the Second Lien Collateral Agent shall have taken possession of the Security Assets); or

(ii) at the written request of any Chargor,

the Second Lien Collateral Agent may, without notice to any Chargor, appoint, one or more qualified persons to be Receiver or Receivers. If the Second Lien Collateral Agent appoints more than one person as Receiver, the Second Lien Collateral Agent may give the relevant persons power to exercise all or any of the powers conferred on Receivers individually as well as jointly and to the exclusion of the other or others of them.

- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) The Second Lien Collateral Agent shall not be entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (d) The Second Lien Collateral Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Second Lien Collateral Agent is prohibited from so doing by section 72A of the Insolvency Act 1986.

13.2 Scope of appointment

Any Receiver may be appointed either Receiver of all the Security Assets or of such part of the Security Assets as may be specified in the appointment. In the latter case, the rights conferred by Clause 13.4 (*Powers of Receivers*) shall take effect as though every reference in that clause to "**rights**" were a reference to rights in respect of the specified part of the Security Assets.

13.3 Removal and Replacement

The Second Lien Collateral Agent may, by deed or by instrument in writing signed by any officer or other person authorised for such purpose by it (so far as it is lawfully able and subject to any requirement of the court in the case of an administrative receiver), remove any Receiver appointed by it and may, whenever it deems expedient, appoint any one or more other qualified persons in place of or to act jointly with any other Receiver.

13.4 Powers of Receivers

Any Receiver appointed under this Deed will (subject to any contrary provision specified in his appointment but notwithstanding the dissolution of any relevant Chargor) have:

- (a) all the rights conferred by the LPA 1925 on mortgagors and on mortgagees in possession and on any receiver appointed under the LPA 1925;
- (b) all the rights of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 as in force at the date of this Deed (whether or not in force

at the date of exercise) and all rights of an administrative receiver as may be added to Schedule 1 of the Insolvency Act 1986 after the date of this Deed, in either case, whether or not the Receiver is an administrative receiver;

- (c) the right to manage, use and apply all or any of the Security Assets and to exercise (or permit the relevant Chargor or its nominee to exercise) all other rights of an absolute beneficial owner of the Security Assets;
- (d) the right to dispose of or otherwise realise all or any part of the Security Assets in any manner whatsoever (including any fixtures which may be severed and sold separately from the Real Property to which they are affixed);
- (e) the right to redeem or transfer to the Second Lien Collateral Agent any prior security interest over the Security Assets
- (f) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to the Security Assets;
- (g) to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Security Assets;
- (h) to delegate his powers in accordance with this Deed;
- (i) all the rights expressed to be conferred upon the Second Lien Collateral Agent in this Deed and all the rights to release the Security Assets from the Security conferred upon the Second Lien Collateral Agent in the Second Lien Documents; and
- (j) the right to do all lawful things which in the opinion of the Receiver seem to be incidental or conducive to any of the functions, powers, authorities or discretions conferred on or vested in him, the exercise of the Security Rights or bringing into his hands any assets forming part of, or which when got in would form part of, the Security Assets.

13.5 Agent

- (a) Any Receiver shall for all purposes be the agent of the relevant Chargor and therefore deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. Each Chargor shall be solely responsible for his contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by him and for the payment of his remuneration. No Receiver shall at any time act as, or be deemed to be, agent of the Second Lien Collateral Agent or any Secured Party.
- (b) No Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13.6 Remuneration

Subject to section 36 of the Insolvency Act 1986, the Second Lien Collateral Agent may from time to time fix the remuneration of any Receiver appointed by it (without being limited to the maximum rate specified in section 109(6) of the LPA 1925) and may direct payment of such remuneration out of moneys accruing to him as Receiver, but the relevant Chargor alone shall be liable for the payment of such remuneration and for all other costs, charges and expenses of the Receiver.

13.7 Several Powers

If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14. DISCRETION AND DELEGATION

14.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Second Lien Collateral Agent or any Receiver may, subject to the terms and conditions of the Second Lien Documents and the Intercreditor Agreements, be exercised or made from time to time in its absolute and unfettered discretion without any obligation to give reasons.

14.2 Delegation

- (a) The Second Lien Collateral Agent and any Receiver may at any time delegate by power of attorney or in any other manner in accordance with the Second Lien Documents to any person all or any of the rights, powers or discretions conferred on it by this Deed.
- (b) The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Second Lien Collateral Agent may think fit.
- (c) Such delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Second Lien Collateral Agent or the Receiver itself or any subsequent delegation or revocation.
- (d) Under no circumstances shall the Second Lien Collateral Agent, nor any Secured Party nor any Receiver or Delegate nor any officer, agent or employee of any of them be liable to any Chargor or any other person for any loss or liability arising as a result of or in connection with any act, default, omission or misconduct on the part of any Delegate that it selects with reasonable care.

15. APPLICATION OF MONEYS

All moneys arising from the exercise of the powers of enforcement under this Deed shall (subject to the Intercreditor Agreements) (except as may be otherwise required by applicable law) be held by the Second Lien Collateral Agent and any Receiver and (subject to Clause 16 (*Suspense Account*)), applied in the manner set out in the Second Lien Documents and section 109(8) of the LPA 1925 shall be deemed varied and extended in such respect.

16. SUSPENSE ACCOUNT

The Second Lien Collateral Agent may place and retain on such number of suspense accounts as it considers appropriate, for as long as it considers fit, any moneys received, recovered or realised under or in connection with this Deed (including if the Security created by this Deed is enforced at a time when no amount is due under any Second Lien Documents but at a time when amounts may or will become due), without any obligation on the part of the Second Lien Collateral Agent to apply such moneys in or towards the discharge of such Secured Obligations.

17. PROTECTION OF THIRD PARTIES

17.1 Consideration

The receipt of the Second Lien Collateral Agent or any Receiver or Delegate shall be conclusive discharge to a purchaser and any sale or disposal of any of the Security Assets or any acquisition by the Second Lien Collateral Agent or any Receiver or Delegate shall be for such consideration, and made in such manner and on such terms as it thinks fit.

17.2 Protection of Purchasers

- (a) No purchaser or other person dealing with the Second Lien Collateral Agent, any Receiver or any Delegate shall be bound to inquire whether the right of the Second Lien Collateral Agent or such Receiver or Delegate to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Second Lien Collateral Agent or such Receiver or Delegate in such dealings.
- (b) All the protections given to purchasers from a mortgagee by sections 104 and 107 of the LPA 1925, and to persons dealing with a receiver in section 42(3) of the Insolvency Act 1986, shall apply equally to any person purchasing from or dealing with the Second Lien Collateral Agent, any Receiver or any Delegate.

18. NO LIABILITY

Neither the Second Lien Collateral Agent nor any Secured Party nor any Receiver or Delegate nor any officer, agent or employee of any of them will in any circumstances (whether by reason of taking possession of the Security Assets or for any other reason whatsoever):

- (a) be liable to account to any Chargor or any other person for anything except the Second Lien Collateral Agent's own actual receipts; or
- (b) be liable to any Chargor or any other person as a result of or in connection with:
 - (i) taking any action permitted by this Deed;
 - (ii) any neglect, default or omission in relation to the Security Assets; or
 - (iii) taking possession of or realising all or any part of the Security Assets,except in each case, to the extent directly caused by fraud or wilful default or negligence on its part.

19. PAYMENTS FREE OF DEDUCTION

All payments to be made to the Second Lien Collateral Agent under this Deed shall be made free and clear of and without deduction for or on account of Tax unless a Chargor is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by such Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to Tax such deduction or withholding has been made, receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

20. SECURED PARTIES

Each party agrees that the Second Lien Collateral Agent's interests and rights under and in respect of this Deed shall be held by the Second Lien Collateral Agent as agent and, to the extent permitted by law, trustee for itself and the Secured Parties for the time being and from time to time on the terms set out in the Second Lien Documents and/or the Intercreditor Agreements. Accordingly, unless the context requires otherwise, all references in this Deed to the Second Lien Collateral Agent mean the Second Lien Collateral Agent in its capacity as agent and trustee, and each party to this Deed also agrees that the Secured Parties for the time being and from time to time shall have the benefit of this Deed.

21. ASSIGNMENT

21.1 Assignment by the Second Lien Collateral Agent

The Second Lien Collateral Agent may at any time, without the consent of any Chargor, assign or transfer any of its rights and obligations under this Deed to any person to whom its rights and obligations under the Second Lien Documents and the Intercreditor Agreements may be assigned or transferred to.

21.2 Assignment by a Chargor

No Chargor shall assign or transfer, or attempt to assign or transfer, any of its rights or obligations under this Deed.

22. AMENDMENTS

Notwithstanding any other provision of this Deed, this Deed may not be amended except as provided in the Second Lien Documents or to give effect to any intercreditor agreement permitted to be entered into thereunder.

23. NOTICES

23.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be in writing and, unless otherwise stated, may be made by fax or letter.

23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Deed for any communication or document to be made or delivered under or in connection with this Deed is that identified with its signature below or any substitute address, fax number or department or officer as the party may notify to the other parties by not less than five Business Days' notice.

23.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 23.2 (Addresses), if addressed to that department or officer.

24. REMEDIES AND WAIVERS

No delay or omission on the part of the Second Lien Collateral Agent in exercising any right provided by law or under this Deed shall impair, affect or operate as a waiver of that or any other right. The single or partial exercise by the Second Lien Collateral Agent of any right shall not unless otherwise expressly stated preclude or prejudice any other or further exercise of that, or the exercise of any other, right. The rights of the Second Lien Collateral Agent under this Deed are in addition to and do not affect any other rights available to it by law.

25. PARTIAL INVALIDITY

(a) If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither:

- (i) the legality, validity or enforceability of the remaining provisions under the law of that jurisdiction or any other jurisdiction; nor
- (ii) the legality, validity or enforceability of such provision under the law of any other jurisdiction,

will in any way be affected or impaired.

(b) The parties shall enter into good faith negotiations, but without any liability whatsoever in the event of no agreement being reached, to replace any illegal, invalid or unenforceable provision with a view to obtaining the same commercial effect as this Deed would have had if such provision had been legal, valid and enforceable.

26. TRUSTS

If any trust intended to arise pursuant to any provision of this Deed fails or for any reason (including the laws of any jurisdiction in which any assets, moneys, payments or distributions may be situated) cannot be given effect to, each Chargor will pay to the Second Lien Collateral Agent for application in accordance with Clause 15 (*Application Of Moneys*) an amount equal to the amount (or the value of the relevant assets) intended to be so held on trust for the Collateral Agent.

27. ENFORCEMENT EXPENSES

27.1 Expenses and Indemnity

The parties hereto agree that the Second Lien Collateral Agent shall be entitled to reimbursement of its expenses incurred in connection with this Deed by a Chargor, and the Second Lien Collateral Agent and other Indemnitees shall be indemnified by the Chargors, in each case of this Clause 27.1, as provided in Section 7.07 (*Compensation and Indemnity*) of each of the Second Lien Documents in effect as at the date of this Deed, which shall be deemed to be set forth in full herein mutatis mutandis.

27.2 Stamp Tax and VAT

Section 4.17 (*Additional Amounts*) of each of the Second Lien Documents in effect as at the date of this Deed shall apply mutatis mutandis to any amount payable under a Second Lien Documents to any Secured Party or Receiver or attorney, manager, agent or other person appointed by the Second Lien Collateral Agent under this Deed.

28. MISCELLANEOUS

28.1 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with a Chargor.
- (b) If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations.

28.2 Time Deposits

Without prejudice to any right of set-off any Secured Party may have under any Second Lien Documents or otherwise, if any time deposit matures on any account any Chargor has with any Secured Party:

- (a) after the occurrence of an Event of Default which is continuing; and
- (b) when none of the Secured Obligations is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party in its absolute discretion considers appropriate unless that Secured Party otherwise agrees in writing.

28.3 Notice of Assignment

This Deed constitutes notice in writing to each Chargor of any Security in respect of a debt owed by such Chargor to any other member of the group and contained in any Second Lien Documents.

28.4 Covenants

Any covenant of the Chargors under this Deed remains in force until the Security is released in accordance with the terms of this Deed and is given for the benefit of each Secured Party.

28.5 Security Assets

The fact that no details of any Security Assets are inserted in Schedules to this Deed does not affect the validity or enforceability of the Security created by this Deed.

28.6 Determination

Any certificate or determination by any Secured Party or any Receiver under any Second Lien Documents of the amount of any indebtedness comprised in the Secured Obligations or any applicable rate of interest is, in the absence of manifest error, conclusive evidence of the matters to which it relates, to the extent provided in the Second Lien Documents.

29. EXECUTION AS A DEED

Each of the parties intends this Deed to be a deed and confirms that it is executed and delivered as a deed, notwithstanding the fact that any one or more of the parties may only execute it under hand.

30. COUNTERPARTS

This Deed may be executed in any number of counterparts, and by the parties to this Deed on separate counterparts, but will not be effective until each such party has executed at least one counterpart. Each counterpart shall constitute an original of this Deed, but all the counterparts will together constitute one and the same instrument. Delivery of an executed counterpart to this Deed by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed original.

31. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 31 is for the benefit of only the Secured Parties. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

32. GOVERNING LAW

This Deed is governed by and is to be construed in accordance with English law. Except as otherwise agreed in any Second Lien Documents, any matter, claim or dispute

arising out of or in connection with this Deed, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

IN WITNESS of which this document has been signed on behalf of the Second Lien Collateral Agent and executed as a deed by each Chargor and is delivered on the date stated at the beginning of this Deed.

Schedule 1 – Equity Interests

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital	Certificate number
Mallinckrodt ARD Holdings Limited	MUSHI UK Holdings Limited	Ordinary	1,100	1,100	3
			20,002	20,002	4
			100	100	5
			21,689,067	21,689,067	6
			2	2	7
			21,710,271	21,710,271	TOTAL
MUSHI UK Holdings Limited	Mallinckrodt Enterprises UK Limited	Ordinary	1,200	1,200	6
			2	2	7
			21,689,067	21,689,067	8
			2	2	9
			21,690,271	21,690,271	TOTAL
Mallinckrodt UK Ltd	Mallinckrodt Pharmaceuticals Limited	Ordinary	100,104	100,104	7

The Chargors

MALLINCKRODT UK LTD

EXECUTED as a deed by MALLINCKRODT UK LTD
acting by Bryan Reasons, a director
in the presence of:

} [Redacted Signature]
Director

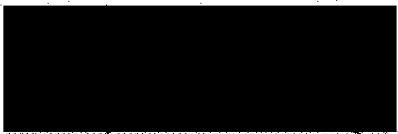
Witness's Signature


Name: Linda Green

Address: [Redacted]

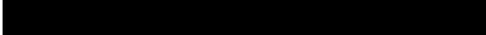
Occupation: Executive Assistant

MKG MEDICAL UK LTD
EXECUTED as a deed by MKG MEDICAL UK LTD
acting by Bryan Reasons, a director
in the presence of:

} 
Director

Witness's Signature 

Name: Linda Green

Address: 

Occupation: Exec or Assistant

MUSHI UK HOLDINGS LIMITED

EXECUTED as a deed by MUSHI UK HOLDINGS LIMITED

acting by Bryan Reasons a director

in the presence of:

Director/

Witness's Signat

Name: Linda Green

Address

Occupation: Director Assistant

MALLINCKRODT ENTERPRISES UK LIMITED
EXECUTED as a deed by MALLINCKRODT ENTERPRISES
UK LIMITED acting by Bryan Reasons, a
director in the presence of:

}

[Redacted]

[Redacted]

Witness's Signature

Name: Yvonne Green

Address

[Redacted]

Occupation: Executive Assistant

MALLINCKRODT ARD HOLDINGS LIMITED
EXECUTED as a deed by MALLINCKRODT ARD HOLDINGS
LIMITED acting by Bryan Reasons
a director in the presence of:

Director

Witness's Sign

Name: Linda Green

Address

Occupation: Executive Assistant

MALLINCKRODT PHARMACEUTICALS LIMITED
EXECUTED as a deed by MALLINCKRODT
PHARMACEUTICALS LIMITED acting by
Bryan Reasons
a director in the presence of:



Directo

Witness's Signature



Name: Linda Green

Address



Occupation: Executive Assistant

MALLINCKRODT UK FINANCE LLP

EXECUTED as a deed by MALLINCKRODT UK FINANCE LLP

acting by Bryan Reasons

a member, in the presence of:

Member

Witness's Sig

Name: Linden Green

Address:

Occupation: Executive Assistant

Signature page to Second Lien Debenture

SECOND LIEN COLLATERAL AGENT

Executed as a deed by **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as Second Lien Collateral Agent acting by *David B. Broughton* and *Patrick J. Healy* being persons who are duly authorised by Wilmington Savings Fund Society, FSB to sign for itself and as second lien collateral agent for and on behalf of the Secured Parties in the presence of:

Conrad Fortin

Authorised Signatory

Authorised Signatory