

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page

✓ **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 there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

This form must be delivered to the Registrar for registration with
21 days beginning with the day after the date of creation of the charge
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
must be scanned and placed on the public record. Do not send the original



L5F6BC6P

LD6

09/09/2016

#71

COMPANIES HOUSE

FRIDAY

1 Company details

Company number 0 2 9 8 3 1 5 1

Company name in full BIBLIOTHECA LIMITED

9 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 0 8 0 9 2 0 1 6

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 JOH BERENBERG, GOSSLER & CO KG
AS SECURITY AGENT

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	
Brief description	<p>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</p> <p>Not applicable</p>	<p>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"</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>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</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X LATHAM & WATKINS X</p> <p>This form must be signed by a person with an interest in the charge</p>	

MRO1

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 **Salar Alameighi**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

County/Region

Postcode **E C 2 M 3 X F**

Country **England**

DX

Telephone **02077101135**



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 NR 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: 2983151

Charge code: 0298 3151 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th September 2016 and created by BIBLIOTHECA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2016

po

Given at Companies House, Cardiff on 16th September 2016



Companies House



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

8 September 2016

BIBLIOTHECA LIMITED

(as Assignor)

and

JOH. BERENBERG, GOSSLER & CO. KG

(as Security Agent)

**ACCOUNT AND RECEIVABLES ASSIGNMENT
AGREEMENT**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel +44 20 7710 1000
www.lw.com

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration under Section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

EU-DOCS\13610082.4

Signature: ALW

Date: 9 September 2016

CONTENTS

Clause	Page
1. INTERPRETATION	2
2. COVENANT TO PAY	6
3. CHARGING PROVISION.....	6
4. FURTHER ASSURANCE.....	6
5. NEGATIVE PLEDGE..	6
6. REPRESENTATIONS AND WARRANTIES	7
7. PROTECTION OF SECURITY.....	7
8. IMPLIED COVENANTS FOR TITLE	8
9. SECURITY AGENT'S POWER TO REMEDY.....	8
10. CONTINUING SECURITY.....	9
11. ENFORCEMENT OF SECURITY.	9
12. RECEIVERS	10
13. APPLICATION OF PROCEEDS	11
14. PROTECTION OF SECURITY AGENT AND RECEIVER. ..	12
15. POWER OF ATTORNEY	14
16. PROTECTION FOR THIRD PARTIES... ..	14
17. COSTS AND EXPENSES	14
18. REINSTATEMENT AND RELEASE	15
19. CURRENCY CLAUSES	16
20. SET-OFF.....	16
21. RULING OFF	16
22. REDEMPTION OF PRIOR CHARGES	17
23. NOTICES.....	17
24. CHANGES TO PARTIES.....	18
25. MISCELLANEOUS.....	18
26. GOVERNING LAW AND JURISDICTION	18
SCHEDULE 1.....	19
ACCOUNTS	
SCHEDULE 2 INSURANCE POLICIES.	20
SCHEDULE 3.....	21
FORM OF ACCOUNT NOTICE	
SCHEDULE 4.....	24
FORMS OF NOTICES	
PART I	
FORM OF NOTICE OF ASSIGNMENT	

THIS DEED is made on 8 September 2016

BETWEEN

- (1) **BIBLIOTHECA LIMITED**, a company incorporated in England and Wales with registered number 02983151 (the “**Assignor**”), and
- (2) **JOH. BERENBERG, GOSSLER & CO KG** as security trustee for itself and the other Secured Parties (the “**Security Agent**”)

IT IS AGREED AS FOLLOWS

1. INTERPRETATION

1.1 Definitions

In this Deed

“**Accounts**” means all present and future accounts opened or maintained by the Assignor (save, for the avoidance of doubt, those Accounts effectively assigned under the Existing Security) including, but not limited to those set out in Schedule 1 (*Accounts*) of this deed (and any renewal or re-designation of such account(s)), in each case together with the debt or debts represented thereby,

“**Account Bank**” means any bank or financial institution with which an Account is held, opened or maintained by the Assignor,

“**Account Notice**” means a notice substantially in the form set out in Schedule 3 (*Form of Account Notice*),

“**Assignment Notice**” means a notice substantially in the form set out in Part 1 of Schedule 4 Part I (*Forms of Notices*)

“**Assigned Agreements**” means any agreement designated as an Assigned Agreement by the Assignor and the Security Agent,

“**Assigned Property**” means all the assets and undertakings of the Assignor which from time to time are subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this this Deed,

“**Declared Default**” means an Event of Default which has resulted in the Facility Agent exercising any of its rights under Clause 26 20 (*Acceleration*) or Clause 26 21 (*Revolving Facility Acceleration*) of the Facilities Agreement,

“**Deposits**” means all moneys in any currency together with all interest and other sums accruing thereon from time to time standing to the credit of the Accounts and all rights, benefits and proceeds of the Assignor in relation thereto,

“**Default Rate**” means the rate at which interest is payable under Clause 12 4 (*Default Interest and Lump Sum Damages*) of the Facilities Agreement,

“**Event of Default**” means an Event of Default as defined in the Facilities Agreement,

“**Existing Security**” means the existing account and receivables assignment agreement dated 20 November 2015 between the Assignor and the Security Agent,

“Facilities Agreement” means the facilities agreement dated 30 September 2015 under which certain lenders have made available USD 135,000,000 of facilities to OEP 10 B V and certain of its subsidiaries,

“Insurance Notice” means a notice substantially in the form set out in Part II of Schedule 4 (*Forms of Notices*),

“Insurance Policies” means all present and future policies of insurance (other than in relation to third party liabilities or similar claims) held by, or written in favour of, the Assignor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 2 (*Insurance Policies*),

“Other Debts” means all present and future book debts and other debts and monetary claims (other than Trading Receivables) owing to the Assignor,

“Parties” means each of the parties to this Deed from time to time,

“Quasi-Security” has the meaning given to it under Clause 25.13 of the Facilities Agreement,

“Receivables” means all present and future rights and claims of the Assignor against any other party pursuant to

- (a) the Insurance Policies,
- (b) the Trading Receivables,
- (c) Other Debts, and
- (d) the Assigned Agreements,

however, for the avoidance of doubt, the term Receivables shall not apply to any Intercompany Receivables as defined in, and effectively assigned under the Existing Security

“Receiver” means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this Deed,

“Secured Obligations” means all the Liabilities (as defined in the Intercreditor Agreement), including without limitation, claims under any guarantee, abstract acknowledgement of debt (*abstraktes Schuldanerkenntnis*) or other form of parallel debt and any claims based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*) except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006,

“Secured Parties” means the Finance Parties and any Receiver,

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

“Trading Receivables” means all present and future book and other debts arising in the ordinary course of trading owing to the Assignor, and

“Trust Property” means

- (a) the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Secured Parties and all proceeds of that Transaction Security,
- (b) all obligations expressed to be undertaken by an Obligor to pay amounts in respect of its liabilities to the Security Agent as trustee for the Secured Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by an Obligor in favour of the Security Agent as trustee for the Secured Parties,
- (c) the Security Agent's interest in any trust fund created pursuant to any turnover of receipt provisions in any Finance Documents,
- (d) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as trustee on trust for the Secured Parties

1 2 Construction

In this Deed, unless a contrary intention appears, a reference to

- (a) an “**agreement**” includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written),
- (b) an “**amendment**” includes any amendment, supplement, variation, novation, modification, replacement or restatement and “**amend**”, “**amending**” and “**amended**” shall be construed accordingly,
- (c) “**assets**” includes present and future properties, revenues and rights of every description,
- (d) “**including**” means including without limitation and “**includes**” and “**included**” shall be construed accordingly,
- (e) “**losses**” includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and “**loss**” shall be construed accordingly,
- (f) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing,
- (g) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, and
- (h) the Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

1 3 Other References

- (a) In this Deed, unless a contrary intention appears, a reference to
 - (i) any Finance Party, Secured Party, the Assignor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as

Security Agent or Security Agents in accordance with the Finance Documents,

- (ii) any Finance Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated, including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Finance Document,
 - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Deed and any reference to this Deed includes its schedules, and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted
- (b) The index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed
- (c) Words importing the plural shall include the singular and vice versa

1 4 Incorporation by reference

Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Facilities Agreement have the same meanings when used in this Deed

1 5 Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no rights or benefits expressly or impliedly conferred by this Deed shall be enforceable under that Act against the Parties by any other person

1 6 Declaration of trust

- (a) The Security Agent hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and the Assignor hereby acknowledges) that the Trust Property is held by the Security Agent as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Facilities Agreement and the Intercreditor Agreement
- (b) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this Deed or any other Finance Document. In performing its duties, obligations and responsibilities, the Security Agent shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Deed and the other Finance Documents
- (c) In acting as trustee for the Secured Parties under this Deed, the Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the Security Agent may be treated as confidential and shall not be regarded as having been given to the Security Agent's trustee division

2. COVENANT TO PAY

The Assignor, as primary obligor, covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment

3. CHARGING PROVISION

The Assignor, as continuing security for the payment of the Secured Obligations, assigns absolutely by way of security in favour of the Security Agent and with full title guarantee all of its rights, title and interest, both present and future, from time to time, in and to the Deposits and the Receivables provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the Assignor re-assign the Deposits and the Receivables to the Assignor (or as it shall direct)

4. FURTHER ASSURANCE

- (a) The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 4 (b) and (c) below
- (b) The Assignor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute or re-execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in this Deed) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require)
 - (i) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution or re-execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Agent or any Receiver provided by or pursuant to this Deed or by law,
 - (ii) to confer on the Security Agent Security over any property and assets of the Assignor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed, and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Deed
- (c) The Assignor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Deed

5. NEGATIVE PLEDGE

The Assignor will not

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Assigned Property,
- (b) sell, transfer, lend or otherwise dispose of all or any part of the Assigned Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

- (c) dispose of the equity of redemption in respect of all or any part of the Assigned Property,

except as permitted by the Facilities Agreement or with the prior consent of the Security Agent

6. REPRESENTATIONS AND WARRANTIES

The Assignor represents and warrants to the Security Agent on the date of this Deed and on each date that the Repeated Representations are repeated under the Facilities Agreement that

- (a) it has full power to establish and maintain the Accounts and the Deposits, to enter into and deliver and to create the Security constituted by this Deed, and
- (b) it is the legal and beneficial owner of the Deposit

7. PROTECTION OF SECURITY

7.1 Receivables, Accounts and Deposits

- (a) The Assignor shall
 - (i) collect all Trading Receivables and Other Debts charged to the Security Agent under this Deed, pay the proceeds into an Account promptly upon receipt and, pending such payment, hold those proceeds on trust for the Security Agent, and
 - (ii) not charge, factor, discount or assign any of the Trading Receivables or Other Debts in favour of any person, or purport to do so unless permitted by the Facilities Agreement or with the prior consent of the Security Agent
- (b) The Assignor will within ten Business Days after the execution of this Deed, serve an Account Notice on the relevant Account Bank and use reasonable endeavours to procure that the Account Bank signs and delivers to the Security Agent an acknowledgement substantially in the form requested in the Account Notice
- (c) Prior to the occurrence of a Declared Default, the Assignor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account
- (d) The Security Agent shall not be entitled to give any notice referred to in paragraph 1(a) of the Account Notice, withdrawing its consent to the making of withdrawals by the Assignor in respect of the Accounts, unless and until a Declared Default has occurred
- (e) Following a Declared Default the Assignor will promptly deposit with the Security Agent (or as it shall direct) all documents (including any passbook) relating to the relevant Receivables, Accounts and the Deposits which the Security Agent from time to time reasonably requires
- (f) The Security Agent may retain any document delivered to it under paragraph (e) above or otherwise until the Security created by this Deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the Assignor require that the relevant document be redelivered to it and the Assignor shall promptly comply (or procure compliance) with that notice

7.2 Insurance Policies and Assigned Agreements

- (a) The Assignor will
- (i) as soon as reasonably practicable, and in any event within five Business Days following execution of this Deed (or in respect of any Insurance Policy or Assigned Agreement designated as such after the date of execution of this Deed, promptly after the date of such designation) give notice to the other party to each Insurance Policy and Assigned Agreement that it has assigned or charged its right under the relevant policy or agreement to the Security Agent under this Deed. Such notice will be an Assignment Notice, except in the case of the Insurance Policies where it will be an Insurance Notice. The Assignor will use reasonable endeavours to procure that the relevant counterparty or insurer signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant notice.
 - (ii) perform all its obligations under the Insurance Policies or Assigned Agreements in a diligent and timely manner,
 - (iii) not make or agree to make any material amendments to the Insurance Policies or Assigned Agreements, waive any of its material rights under such policies or agreements or exercise any right to terminate any Insurance Policy or Assigned Agreement, except with the prior consent of the Security Agent, and
 - (iv) until a Declared Default has occurred, be entitled to exercise all of the rights and remedies expressed to be given to it under or in respect of its Insurance Policies or the Assigned Agreements and any associated rights and remedies thereto.
- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the Assignment Notice or paragraph 2 of the Insurance Notice, unless and until a Declared Default has occurred.

8. IMPLIED COVENANTS FOR TITLE

- 8.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Charging Provision*).
- 8.2 It shall be implied in respect of Clause 3 (*Charging Provision*) that the Assignor is disposing of the Assigned Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

9. SECURITY AGENT'S POWER TO REMEDY

9.1 Power to Remedy

If the Assignor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the Assignor or the Assignor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of the Assignor which is necessary to ensure that those obligations are complied with.

9.2 Indemnity

The Assignor will indemnify the Security Agent against all losses incurred by the Security Agent as a result of a breach by the Assignor of its obligations under Clause 7 (*Protection of Security*) and in connection with the exercise by the Security Agent of its rights contained in Clause 9.1 above. All sums the subject of this indemnity will be payable by the Assignor to the Security Agent on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded at the end of each Interest Period.

10. CONTINUING SECURITY

10.1 Continuing Security

The Security constituted by this Deed shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

10.2 Other Security

The Security constituted by this Deed is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Deed hold for any of the Secured Obligations, and this Security may be enforced against the Assignor without first having recourse to any other rights of the Security Agent or any other Secured Party.

11. ENFORCEMENT OF SECURITY

11.1 Enforcement Powers

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

11.2 Statutory Powers

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

11.3 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed, and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to the Assignor at any time after a Declared Default has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Assigned Property.

11 4 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Deed

11 5 Appropriation under the Financial Collateral Regulations

- (a) To the extent that any of the Assigned Property constitutes “financial collateral” and this Deed and the obligations of the Assignor hereunder constitute “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2) Regulations 2003 (as amended) (the “**Regulations**”)), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the Assignor at any time after a Declared Default has occurred
- (b) The Parties agree that the value of any such appropriated financial collateral shall be the market value of such financial collateral as determined by the Security Agent in a commercially reasonable manner (including by way of an independent valuation) The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations

11 6 Application of Deposits

At any time after a Declared Default has occurred the Security Agent may and is hereby irrevocably and unconditionally authorised, without further enquiry and without either giving notice to the Assignor or the Parent or obtaining any consent, to apply the whole or part of the Deposits and/or the Receivables in or towards payment of the Secured Obligations

12. RECEIVERS

12 1 Appointment of Receiver

- (a) Subject to paragraph (c) below, at any time after the occurrence of a Declared Default, or if so requested by the Assignor, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Assigned Property
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Deed
- (c) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986

12 2 Powers of Receiver

Each Receiver appointed under this Deed shall have (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver In addition, notwithstanding any liquidation of the Assignor, each Receiver shall have power to

- (a) redeem any prior Security on or relating to the Assigned Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Assignor and the money so paid shall be deemed to be an expense properly incurred by the Receiver,
- (b) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Assignor or relating to any of the Assigned Property, and
- (c) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 12.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Assigned Property, and use the name of the Assignor for all such purposes,

and in each case may use the name of the Assignor and exercise the relevant power in any manner which he may think fit

12.3 Receiver as Agent

Each Receiver shall be the agent of the Assignor, which shall be solely responsible for the Receiver's acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver, save in any case already provided for in the Finance Documents

12.4 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason

12.5 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it

13. APPLICATION OF PROCEEDS

13.1 Order of Application

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by the Assignor

13 2 Insurance Proceeds

If a Declared Default has occurred, all moneys received by virtue of any insurance maintained or effected in respect of the Assigned Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the Assignor) or in reduction of the Secured Obligations

13 3 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed

13 4 Application against Secured Obligations

Subject to Clause 13 1 above, any moneys or other value received or realised by the Security Agent from an Assignor or a Receiver under this Deed may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine

13 5 Suspense Account

At any time after the occurrence of a Declared Default and until the Secured Obligations are paid in full, the Security Agent or the Receiver (as appropriate) may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this Deed or on account of the Assignor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the Assignor or the Security Agent or the Receiver as the Security Agent or the Receiver shall think fit) and the Security Agent or the Receiver may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations, unless the balance on such account (or accounts) is sufficient to repay the outstanding Secured Obligations in full in which case the money must be used to repay the Secured Obligations in full

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14 1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Assigned Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default under the Finance Documents

14 2 Possession of Assigned Property

Without prejudice to Clause 14 1 above, if the Security Agent or the Receiver enters into possession of the Assigned Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession

14 3 Primary liability of Assignor

The Assignor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Assigned Property shall be deemed to be a principal security for the Secured Obligations The liability of the Assignor under this Deed

and the assignments contained in this Deed shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the Assignor (as a surety only) or the assignments contained in this Deed (as secondary or collateral assignments only) would, but for this provision, have been discharged

14 4 Waiver of defences

The obligations of the Assignor under this Deed will not be affected by an act, omission, matter or thing which, but for this this Deed, would reduce, release or prejudice any of its obligations under this this Deed (without limitation and whether or not known to it or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) 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 Obligor 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,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person,
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
- (g) any insolvency or similar proceedings

14 5 Security Agent

The provisions set out in Clause 19 (*The Security Agent*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Deed

14 6 Delegation

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to the Assignor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate

14 7 Cumulative Powers

The powers which this Deed confers on the Security Agent and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

15. POWER OF ATTORNEY

The Assignor, by way of security, irrevocably and severally appoints the Security Agent and each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed.

(a) prior to the occurrence of a Declared Default, to do anything which the Assignor is obliged to do under this Deed but has not done, and

(b) on or after the occurrence of a Declared Default, to do anything which the Assignor is obliged to do under this Deed,

and the Assignor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

16. PROTECTION FOR THIRD PARTIES

16 1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether

(a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power, or

(b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary,

and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

16 2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver.

17. COSTS AND EXPENSES

17 1 Initial Expenses

The Assignor shall on demand pay to each of the Security Agent and any Receiver the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with

- (a) the negotiation, preparation, execution, completion and perfection of this Deed and any other documents or notices referred to in, or related or incidental to, this Deed, and
- (b) any amendment, waiver or consent relating to this Deed (and documents, matters or things referred to in this Deed)

17.2 Enforcement Expenses

The Assignor shall, within three Business Days of demand, pay to each of the Security Agent and any Receiver the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this Deed and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Security created under this Deed or enforcing these rights

17.3 Stamp Duties, etc.

The Assignor shall pay and, within three Business Days of demand, indemnify the Security Agent against any cost, loss or liability which it incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Deed

17.4 Default Interest

If not paid when due, the amounts payable under this Clause 17 shall carry interest compounded at the end of each Interest Period at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Secured Obligations

18. REINSTATEMENT AND RELEASE

18.1 Amounts Avoided

If any amount paid by the Assignor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the Assignor or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid

18.2 Discharge Conditional

Any settlement or discharge between the Assignor and any Secured Party shall be conditional upon no security or payment to that Secured Party by the Assignor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Deed) that Secured Party shall be entitled to recover from the Assignor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred

18.3 Covenant To Release

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further moneys to, or incur liability on behalf of, the Assignor pursuant to the Finance Documents, the Security Agent and each Secured Party shall, at the request and cost of the Assignor, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the Assigned Property from the Security constituted by this Deed

19. CURRENCY CLAUSES

19 1 Conversion

All moneys received or held by the Security Agent or any Receiver under this Deed may, where it is reasonable to do so, be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency

19 2 No Discharge

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Assignor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the Assignor and shall be entitled to enforce the Security constituted by this Deed to recover the amount of the shortfall

20 SET-OFF

20 1 Set-off by the Security Agent

The Security Agent may set off any matured obligation due from the Assignor under the Finance Documents (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to the Assignor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

20 2 Different Currencies

The Security Agent may exercise its rights under clause 20 1 above notwithstanding that the amounts concerned may be expressed in different currencies and the Security Agent is authorised to effect any necessary conversions at a market rate of exchange selected by it

20 3 Unliquidated Claims

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent to the Assignor, the relevant obligation or liability is unliquidated or unascertained, the Security Agent may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained

20 4 No Set-off

The Assignor will pay all amounts payable under this Deed without any set-off, counterclaim or deduction whatsoever unless required by law, in which event the Assignor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made

21. RULING OFF

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Assigned Property (except as permitted by the Facilities

Agreement) it may open a new account for the Assignor in its books. If it does not do so then (unless it gives express notice to the contrary to the Assignor), as from the time it receives that notice, all payments made by the Assignor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Assignor and not as having been applied in reduction of the Secured Obligations.

22. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after a Declared Default has occurred, redeem any prior Security on or relating to any of the Assigned Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Assignor. The Assignor will on demand pay to the Security Agent all principal moneys and interest and all losses incidental to any such redemption or transfer.

23. NOTICES

23.1 Communications in writing

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

23.2 Addresses

The postal address, fax number and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is as shown immediately after its name on the execution pages of this Deed, or any substitute postal or electronic mail address or fax number as one Party may notify to the other by not less than five Business Days' notice.

23.3 Delivery

(a) Any communication or document made or delivered by one Party to another under or in connection with this Deed will only be effective

(i) if by way of fax or electronic mail, when received in legible form, or

(ii) if by way of letter, when it has been delivered in person and left at the relevant address, or when it has been delivered by first class post five Business Days after being deposited in the post with 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, if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

24. CHANGES TO PARTIES

24 1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with the Finance Documents

24 2 Changes to Parties

The Assignor authorises and agrees to changes to parties under Clause 27 (*Changes to the Lenders*) of the Facilities Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions

25 MISCELLANEOUS

25 1 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this Deed will be conclusive and binding on the Assignor, except in the case of manifest error

25 2 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. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery

25 3 Invalidity of any Provision

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way

26. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law
- (b) Subject to Clause 26(c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”). 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) The Parties agree that, for the benefit of the Security Agent only, nothing in this Deed shall limit the right of the Security Agent to bring any legal action against the Assignor in any other court of competent jurisdiction

IN WITNESS whereof this Deed has been duly executed as a deed on the date first above written

SCHEDULE 1

ACCOUNTS

Name in which account is held	Name and address of institution at which account is held	Account Number	Sort Code	Currency
--	---	-----------------------	------------------	-----------------

None at the date of this Deed

SCHEDULE 2
INSURANCE POLICIES

Insurer	Policy Number	Type of Risk Insured
Aviva Insurance Limited	Policy No 24849325CCI	Business Insurance
Aviva Insurance Limited	Policy No 25098201 CXC	Marine Cargo Policy
Aviva Insurance Limited	Policy No 25FLW5053667	Motor Insurance
Travelers Insurance Company Limited	Policy No UCTSR3969675	Professional Indemnity

SCHEDULE 3

FORM OF ACCOUNT NOTICE

To *[insert name and address of Account Bank]* (the 'Account Bank')

Dated [●]

Dear Sirs

Re BIBLIOTHECA LIMITED - Security over Bank Account[s]

We notify you that Bibliotheca Limited (the "Assignor") assigned to Joh, Berenberg, Gossler & Co KG (the "Security Agent") for the benefit of itself and certain other banks and financial institutions all its right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Assignor (the "Assigned Accounts") and to all interest (if any) accruing on the Assigned Accounts by way of an account and receivables assignment agreement dated [●] 2015 (the "Assignment Agreement")

1 We hereby advise you that

- (a) until you receive written instructions from the Security Agent that a Declared Default has occurred pursuant to the Assignment Agreement we may receive, withdraw or otherwise transfer any monies standing to the credit of the Assigned Accounts,
- (b) following your receipt from the Security Agent that a Declared Default has occurred pursuant to the Assignment Agreement you are instructed to hold all monies from time to time standing to the credit of the Assigned Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct),
- (c) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent, and
- (d) you are permitted to disclose to the Security Agent any information relating to the Assignor and the Assigned Accounts which the Security Agent may from time to time request you to provide

2 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Assignor) by way of your confirmation that

- (a) you agree to act in accordance with the provisions of this notice,
- (b) you have not received notice that the Assignor has assigned its rights to the monies standing to the credit of the Assigned Accounts or otherwise granted any security or other interest over those monies in favour of any third party,
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Assigned Accounts, and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Assignor, any right of set-off, counter-claim or other right relating to the Assigned Accounts

The provisions of this notice and any non-contractual obligations arising out of or in relation to it are governed by, and interpreted in accordance with, English law

Schedule		
Customer	Account Number	Sort Code
[•]	[•]	[•]

Yours faithfully,

for and on behalf of
Bibliotheca Limited

Counter-signed by

for and on behalf of
Joh Berenberg, Gossler & Co KG

[On acknowledgement copy]

To Joh Berenberg, Gossler & Co KG

Copy to Bibliotheca Limited

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 2(a) to (d) above

for and on behalf of
[Insert name of Account Bank]

Dated [●]

SCHEDULE 4

FORMS OF NOTICES

PART I

FORM OF NOTICE OF ASSIGNMENT

To [Insert name and address of counterparty]

Dated [●]

Dear Sirs

Re: [here identify the relevant Assigned Agreement] (the “Agreement”)

- 1 We notify you that Bibliotheca Limited (the “**Assignor**”) assigned to Joh, Berenberg, Gossler & Co KG (the “**Security Agent**”) for the benefit of itself and certain other banks and financial institutions all its right, title and interest in the Agreement as security for certain obligations owed by the Assignor to the Security Agent by way of an accounts and receivables assignment agreement dated [●] 2016
- 2 We further notify you that
 - (a) the Assignor may not agree to amend in any material respect, nor terminate the Agreement without the prior written consent of the Security Agent,
 - (b) you may continue to deal with the Assignor in relation to the Agreement until you receive written notice to the contrary from the Security Agent confirming that a Declared Default has occurred. Thereafter the Assignor will cease to have any right to deal with you in relation to the Agreements and therefore from that time you should deal only with the Security Agent,
 - (c) you are authorised to disclose information in relation to the Agreements to the Security Agent on request,
 - (d) after receipt of written notice in accordance with paragraph 2(b) above, you must pay all monies to which the Assignor is entitled under the Agreement direct to the Security Agent (and not to the Assignor) unless the Security Agent otherwise agrees in writing, and
 - (e) the provisions of this notice may only be revoked with the written consent of the Security Agent
- 3 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Assignor) by way of confirmation that
 - (a) you agree to the terms set out in this notice and to act in accordance with its provisions,

- (b) you [have] / [have not] received notice that the Assignor has assigned its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party, and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Assignor any right of set-off, counter-claim or other right relating to the Agreement

The provisions of this notice are governed by English law

Yours faithfully

For and on behalf of

BIBLIOTHECA LIMITED

[On acknowledgement copy]

To Joh Berenberg, Gossler & Co KG

Copy to Bibliotheca Limited

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 3(a) to (c) above

for and on behalf of

[Insert name of counterparty]

Dated: [●]

PART II
FORM OF INSURANCE NOTICE

To [insert name and address of insurance company]

Dated [●]

Dear Sirs

Re: [here identify the relevant insurance policy(ies)] (the “Policies”)

We notify you that, Bibliotheca Limited (the “Assignor”) has assigned to Joh Berenberg, Gossler & Co KG (the “Security Agent”) for the benefit of itself and certain other banks and financial institutions all its right, title and interest in the Policies as security for certain obligations owed by the Assignor to the Secured Parties by way of an account and receivables assignment agreement dated [●] 2016

We further notify you that

- 1 the Assignor may not agree to amend in any material respect, nor terminate the Policies without the prior consent of the Security Agent,
- 2 you may continue to deal with the Assignor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Assignor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent,
- 3 you are authorised to disclose information in relation to the Policies to the Security Agent on request, and
- 4 the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Assignor) by way of confirmation that

- a) you agree to act in accordance with the provisions of this notice,
- b) you [will note/have noted] the Security Agent’s interest as first assignee on each of the Policies,
- c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Assignor is entitled under the Policies direct to the Security Agent (and not to the Assignor) unless the Security Agent otherwise agrees in writing,
- d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice,
- e) you have not received notice that the Assignor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party, and

- f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Assignor, any right of set-off, counter-claim or other right relating to the Policies

The provisions of this notice are governed by English law

Yours faithfully

for and on behalf of
Bibliotheca Limited

[On acknowledgement copy]

To *[insert name and address of Security Agent]*

Copy to *[insert name and address of Assignor]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above

for and on behalf of
[insert name of insurance company]

Dated [●]

SIGNATORIES TO ACCOUNTS AND RECEIVABLES ASSIGNMENT AGREEMENT

THE ASSIGNOR

EXECUTED as a **DEED** by
BIBLIOTHECA LIMITED acting by

REDACTED

J S Hopwood as Director

Witness REDACTED
Name HELEN SIDEBOTTOM
Address 165 HYDE ROAD
DENTON M34 3DW
Occupation OFFICE MANAGER

Notice details:

Address Bibliotheca Limited
 Landmark House
 Station Road
 Cheadle Hulme
 Cheadle
 Cheshire, SK8 7BS

Attention Jim Hopwood

Fax +44 161 436 8787

Email j.hopwood@bibliotheca.com

**THE SECURITY AGENT
EXECUTED as a DEED by**

JOH, BERENBERG, GOSSLER & CO, KG acting by

Aden Godefroy / Raimund Gärner as Authorised Signatory

REDACTED

REDACTED

Witness

Name

Lars Hagemann

Address

Neuer Jungfernstieg 20, 20354 Hamburg

Occupation

Director

Notice details:

Address Neuer Jungfernstieg 20, 20354 Hamburg

Attention Katja Golz

Fax +49 40 35060 8205

Email katja.golz@berenberg.de