



**Registration of a Charge**

Company name: **LUMESSE LIMITED**

Company number: **03879877**



X3HFX63V

Received for Electronic Filing: **29/09/2014**

---

**Details of Charge**

Date of creation: **26/09/2014**

Charge code: **0387 9877 0004**

Persons entitled: **WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH**

Brief description: **LUMESSE LIMITED CHARGES BY WAY OF FIXED CHARGE ANY RIGHT, TITLE OR INTEREST WHICH IT HAS NOW OR MAY SUBSEQUENTLY ACQUIRE TO OR IN ANY MATERIAL REAL PROPERTY (AS DEFINED IN THE DEBENTURE). LUMESSE LIMITED CHARGES BY WAY OF FIRST FIXED CHARGE ALL INTELLECTUAL PROPERTY RIGHTS (AS DEFINED IN THE DEBENTURE), INCLUDING ALL FEES, ROYALTIES AND OTHER RIGHTS OF EVERY KIND RELATING TO OR DERIVING FROM SUCH INTELLECTUAL PROPERTY RIGHTS.**

**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: **NORTON ROSE FULBRIGHT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3879877

Charge code: 0387 9877 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th September 2014 and created by LUMESSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th September 2014 .

Given at Companies House, Cardiff on 30th September 2014

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**

CONFIDENTIAL

Execution Version

Dated 26 September 2014

Lumesse Holdings Limited  
(and others as Chargors)

and

Wells Fargo Bank, National Association, London Branch  
(as Security Trustee)

---

## Debenture

---

I certify that, save for material  
redacted pursuant to s.859G  
of the Companies Act 2006,  
this copy instrument is a correct copy  
of the original instrument.

^  
NORTON ROSE FULBRIGHT

Norton Rose Fulbright LLP  
Sign & Dated 29/09/14

## Contents

Clause	Page
1 Definitions and Interpretation.....	1
2 Covenant to pay.....	4
3 Creation of Security .....	4
4 Nature of Security Created .....	6
5 Restrictions .....	6
6 Conversion of Floating Charge.....	6
7 Representations and Warranties.....	7
8 Undertakings.....	8
9 Shares and Investments .....	10
10 Enforcement .....	10
11 Appointment and powers of Receivers.....	11
12 Protection of purchasers.....	12
13 Further Assurances .....	12
14 Power of Attorney .....	13
15 Preservation of Security .....	13
16 Notices.....	15
17 Miscellaneous Provisions .....	15
18 Governing Law and Jurisdiction .....	16
Schedule 1 The Chargors.....	18
Schedule 2 Land charged by way of legal mortgage .....	19
Schedule 3 Forms of Notice to Charged Account Banks and Acknowledgement .....	20
Schedule 4 Shares .....	22
Schedule 5 Charged Accounts .....	23
Schedule 6 Specified Intellectual Property .....	25
Schedule 7 Deed of Accession.....	27

## Debenture

Dated 26 September 2014

### Between

- (1) **Lumesse Holdings Limited** a company incorporated under the laws of England and Wales with registered number 07083011 and its registered office at 475 The Boulevard, Capability Green, Luton, LU1 3LU, United Kingdom (the **Company**);
- (2) **The Companies** (if any) identified in Schedule 1 (*The Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **Wells Fargo Bank, National Association, London Branch**, a national banking association, as agent and trustee for the Secured Parties (the **Security Trustee**).

### Recitals

- (A) The Senior Lenders have agreed to make facilities available on the terms of the Senior Facilities Agreement and the Mezzanine Lenders have agreed to make facilities available on the terms of the Mezzanine Facility Agreement.
- (B) The Chargors enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities.
- (C) The Chargors and the Security Trustee intend that this document take effect as a deed notwithstanding that it may be executed under hand.

### It is agreed:

## 1 Definitions and Interpretation

### 1.1 Definitions

In this Deed:

**Act** means the Law of Property Act 1925.

**Book Debts** means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any **Chargor**; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

**Charged Accounts** means means a bank account of the Chargors specified in Schedule 5 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Security Trustee may designate or approve.

**Deed of Accession** means a deed of accession substantially in the form set out in Schedule 7 (*Deed of Accession*).

**Distribution Rights** means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**Equipment** means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

**Insurance** means each contract or policy of insurance to which a Chargor is a party or in which it has an interest.

**Intellectual Property Rights** means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use (or which may arise from, relate to or be associated with), or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any Security Jurisdiction and whether registered or not.

**Intercreditor Agreement** means the intercreditor agreement dated on or about the date of this Deed between, amongst others, Wells Fargo Bank, National Association, London Branch (as Senior Agent), Sanne Fiduciary Services Limited (as Mezzanine Agent), Lumesse International S.à r.l. and others (as Original Debtors) and the Security Trustee.

**Investments** means all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations) other than in respect of a Non-Qualifying Company.

**Material Real Property** means:

- (a) all freehold Real Property of that Chargor; and
- (b) all leasehold Real Property of that Chargor which is required to be registered pursuant to the Land Registration Act 2002.

**Non-Qualifying Company** means a:

- (a) Subsidiary of a Chargor which is not a Qualifying Subsidiary; and
- (b) a company in which a Chargor is a minority Shareholder.

**Qualifying Subsidiary** means a Subsidiary of a Chargor incorporated in England and Wales which is also an Obligor.

**Real Property** means freehold and leasehold property in England and Wales.

**Relevant Facility Agreement** means:

- (a) at any time prior to the Senior Discharge Date, the Senior Facilities Agreement and the Mezzanine Facility Agreement; and
- (b) on or after the Senior Discharge Date, the Mezzanine Facility Agreement.

**Receiver** means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver.

**Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them.

**Secured Liabilities** means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Secured Parties under the Debt Documents except for any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006.

**Security Assets** means all assets of each Chargor the subject of any Security created by this Deed.

**Security Period** means the period beginning on the date of this Deed and ending on the Final Discharge Date.

**Shares** means all shares held by any Chargor in its Qualifying Subsidiaries.

**Specified Intellectual Property** means the registered Intellectual Property Rights specified in Schedule 6 (*Specified Intellectual Property*) and/or in the Schedule to any Deed of Accession.

## 1.2 Construction

- (a) Capitalised terms defined in the Relevant Facility Agreement or Intercreditor Agreement (as applicable) have the same meaning when used in this Deed unless the context requires otherwise.
- (b) The provisions of Clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Intercreditor Agreement will be construed as references to this Deed.
- (c) If the Security Trustee considers that an amount paid to a Secured Party under a Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (d) The terms of the other Debt Documents and of any side letters between any parties in relation to any Debt Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in any Material Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.
- (f) This Deed is subject to the terms of the Intercreditor Agreement.

## **2 Covenant to pay**

Each Chargor covenants with the Security Trustee as trustee for the Secured Parties that it will on demand pay and discharge the Secured Liabilities when due for payment in accordance with the terms of the Debt Documents.

## **3 Creation of Security**

### **3.1 Material Real Property**

Each Chargor charges:

- (a) by way of legal mortgage its interest in the Material Real Property referred to in Schedule 2 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Material Real Property.

### **3.2 Shares**

Each Chargor charges by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

### **3.3 Investments**

Each Chargor charges by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

### **3.4 Equipment**

Each Chargor charges by way of fixed charge all of its right, title and interest in and to:

- (a) all Equipment;
- (b) all spare parts and replacements for and all modifications and additions to the Equipment.

in each case, so far as it is not charged by way of legal mortgage under Clause 3.1 (*Material Real Property*).

### **3.5 Book Debts**

Each Chargor charges by way of fixed charge:

- (a) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

**3.6 Charged Accounts**

Each Chargor charges by way of fixed charge all of its right, title and interest (if any) in and to the Charged Accounts and all monies standing to the credit of any the Charged Accounts and the debts represented by them.

**3.7 Intellectual Property Rights**

Each Chargor charges by way of fixed charge all Intellectual Property Rights, including all fees, royalties and other rights of every kind relating to or deriving from such Intellectual Property Rights.

**3.8 Goodwill**

Each Chargor charges by way of fixed charge its goodwill.

**3.9 Uncalled capital**

Each Chargor charges by way of fixed charge its uncalled capital.

**3.10 Insurance**

Each Chargor charges by way of fixed charge all of its benefits, claims and returns of premiums in respect of the Insurance.

**3.11 Other assets**

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3 (*Creation of Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

**3.12 Excluded Property Rights**

- (a) Notwithstanding any other term of this Deed or any Deed of Accession, there shall be excluded from the charges created under this Clause 3 (*Creation of Security*) and from the operation of clause 5 (Further Assurance) any Security Asset in which a Chargor has an interest under any licence, lease or other agreement (including for the avoidance of doubt, any license of Intellectual Property Rights or any contract relating to trade receivables) which either precludes absolutely or conditionally (including requiring the consent of any third party) the relevant Chargor from creating any charge over its interest in that Security Asset (each an **Excluded Property**) until the relevant condition or waiver has been satisfied or obtained.
- (b) In respect of any material Excluded Property, the relevant Chargor undertakes to use its reasonable endeavours to obtain the relevant consent or waiver of prohibition or condition from the applicable third party **provided that**:
  - (i) the Chargor shall not be obliged to take such action if the Company reasonably determines that such endeavours will place the commercial relationship with the relevant third party in material jeopardy;
  - (ii) the Chargor shall not be obliged to take such action if the relevant third party is a landlord and the relevant Security Asset is Material Real Property; and
  - (iii) if such consent or waiver has not been obtained within 20 Business Days of the date the applicable Chargor first approaches the relevant third party such Chargor

will not be required to continue to use its reasonable endeavours to procure that such consent or waiver is obtained.

- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant Excluded Property shall be automatically deemed to be charged under the applicable sub-clause of this clause 3 (*Creation of Security*).

#### **4 Nature of Security Created**

The Security created under this Deed is created:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by any Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as agent and trustee for the Secured Parties; and
- (d) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

#### **5 Restrictions**

No Chargor shall:

- (a) create or permit to subsist any Security of whatsoever nature on any Security Asset other than:
  - (i) Permitted Security or as created by this Deed; or
  - (ii) as otherwise permitted under the Debt Documents.
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, other than:
  - (i) any Permitted Disposal; or
  - (ii) as otherwise permitted under the Debt Documents.

#### **6 Conversion of Floating Charge**

##### **6.1 Conversion on notice**

Subject to Clause 6.2 (*Limitation*), the Security Trustee may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Acceleration Event has occurred and is continuing; or
- (b) the Security Trustee considers in its reasonable opinion that a Security Asset is or Security Assets are in immediate danger of being expropriated or attached or sold under any form of distress, sequestration, execution or other analogous process provided that the Security Asset or Security Assets in such danger exceed £1,000,000 (or its equivalent in any other currency or currencies) in value.

## **6.2 Limitation**

Clause 6.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

## **6.3 Automatic conversion**

The floating charge created by a Chargor under this Deed will convert automatically into fixed charges:

- (a) if a Chargor does not comply with Clause 5(a) (*Restrictions*) above;
- (b) if any person expropriates or attaches or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so to the extent it would also be an Event of Default under (i) prior to the Senior Discharge Date, clause 28.8 (*Creditors' Process*) of the Senior Facilities Agreement and (ii) on or after the Senior Discharge Date, clause 28.8 (*Creditors' Process*) of the Mezzanine Facility Agreement; and
- (c) in any other circumstances prescribed by law.

# **7 Representations and Warranties**

## **7.1 Making of representations**

Each Chargor makes the representations and warranties set out in this Clause 7 to the Security Trustee and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and the representations set out at clauses 7.2 and 7.5 are deemed to be repeated by the Chargors throughout the Security Period on those dates on which the Repeating Representations are to be repeated in accordance with the Relevant Facility Agreement, with reference to the facts and circumstances then existing.

## **7.2 Capacity**

Each Chargor has the power to enter into, perform and deliver, and has taken or will have taken prior to the entry into of those documents all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed in each case subject to the Legal Reservations and the Perfection Requirements.

## **7.3 Title**

Save and except for any Permitted Security, each Chargor is the sole legal and beneficial owner of the respective Shares described in Schedule 4 (*Shares*) over which it purports to grant Security pursuant to this Deed.

## **7.4 Security**

Subject to the Legal Reservations and the Perfection Requirements, and unless disclosed to the Security Trustee prior to the date of the Deed, to the best of our knowledge this Deed creates the various forms of Security it purports to create.

## **7.5 Binding Obligations**

Subject to the Legal Reservations and the Perfection requirements, the obligations expressed to be assumed by each Chargor in the Deed are legal, valid, binding and enforceable.

## 7.6 **Material Real Property**

All Material Real Property beneficially owned by a Chargor as at the date of this Deed is described in Schedule 2 (*Material Real Property charged by way of legal mortgage*).

## 7.7 **Shares**

All Shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 4 (*Shares*).

## 7.8 **Specified Intellectual Property**

- (a) The details of the Specified Intellectual Property appearing or referred to in Schedule 6 (*Specified Intellectual Property*) are true, accurate, and complete in all material respects in respect of Specified Intellectual Property which is material in the context of the relevant Chargor's business and which is required by the relevant Chargor to carry on its business as it is being conducted to the extent loss of such ownership of licence would have a Material Adverse Effect (the **Material Intellectual Property**).
- (b) Each Chargor:
  - (i) is the sole legal and beneficial owner of or has licensed to it all the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted to the extent loss of such ownership or licence would have a Material Adverse Effect;
  - (ii) does not, in carrying on its businesses, infringe any Intellectual Property of any third party in any respect which has a Material Adverse Effect; and
  - (iii) has taken all formal or procedural actions (including payment of fees) required to maintain any Material Intellectual Property owned by it to the extent that failure to do so would have a Material Adverse Effect.

# 8 **Undertakings**

## 8.1 **Duration**

The undertakings in this clause 8 shall remain in force throughout the Security Period and are given by each Chargor to the Security Trustee and the Secured Parties.

## 8.2 **Book debts and receipts**

After an Acceleration Event, each Chargor shall collect and realise its Book Debts and other monies and receipts and pay the proceeds of any Book Debts into such accounts as the Security Trustee may specify at that time.

## 8.3 **Charged Account Arrangements**

Each Chargor shall, promptly upon the execution of this Deed or, in respect of any Charged Account opened after the date of this Deed, promptly following the opening of such Charged Account:

- (a) serve notice upon the account bank at which each Charged Account is opened (in respect of the relevant Charged Account) in substantially the form set out in Part I of Schedule 4 (*Forms of Notice to Charged Account Banks and Acknowledgement*); and
- (b) use all reasonable endeavours to obtain an acknowledgement from the relevant account bank in substantially the form set out in Part II of Schedule 4 (*Forms of Notice to Charged*

*Account Banks and Acknowledgement*) or such other form acceptable to the Security Trustee acting reasonably provided that if such acknowledgement has not been obtained within 20 Business Days from the date notice was served under paragraph (a) above, such Chargor will not be required to continue to use its reasonable endeavours to procure that such acknowledgement is obtained and

- (c) upon the occurrence of an Acceleration Event if requested by the Security Trustee, promptly give notice to each account bank at which each Charged Account is opened (in respect of the relevant *Charged Account*) that an Acceleration Event has occurred.

#### 8.4 **Operation of Charged Account**

- (a) Prior to an Acceleration Event, there shall be no restriction on the use of any Charged Account and any member of the Group may withdraw all or any monies from time to time standing to the credit of any Charged Account until the occurrence of an Acceleration Event.
- (b) On and following the occurrence of an Acceleration Event until the Final Release Date, no Chargor shall be entitled to:
  - (i) withdraw the whole or any part of any amount standing to the credit of any Charged Account;
  - (ii) agree to alter the terms of, or close any Charged Account;
  - (iii) waive its rights under a Charged Account,*without the consent of the Security Trustee.*

#### 8.5 **Shares and Investments**

Each Chargor covenants that:

- (a) as soon as practicable after the date of this Deed in respect of the Shares described in Schedule 4 (*Shares*) and as soon as practicable after the date of acquisition in respect of any Shares or Investments registered in, or transferred into the name of, a Chargor, it shall deposit with the Security Trustee, in respect of or in connection with those Shares or Investments:
  - (i) all stock and share certificates; and
  - (ii) signed undated transfers, completed in blank, if the Security Trustee so requires,all of which will be held by the Security Trustee;
- (b) at all times during the Security Period if it forms or acquires any Qualifying Subsidiary after the date of this Deed, it shall promptly notify the Security Trustee.

#### 8.6 **Material Real Property**

- (a) Each Chargor shall promptly notify the Security Trustee in writing if it acquires any Material Real Property.
- (b) If any Chargor acquires any Material Real Property after the date of this Deed it shall, subject to the Agreed Security Principles:
  - (i) promptly on request by the Security Trustee and at the cost of the Chargor, subject to clause 24.1 (*Transaction Expenses*) of the Intercreditor Agreement, execute and deliver to the Security Trustee a legal mortgage in favour of the Security Trustee of

that property in the same form as this Deed (*mutatis mutandis*);

- (ii) if required by the Security Trustee and if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Deed; and
- (iii) if applicable, ensure that the provisions of Clause 13.1 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.

#### **8.7 Intellectual Property**

- (a) Following an Acceleration Event which is continuing, each Chargor shall execute any document and do all assurances acts and things as the Security Trustee may require to procure that the Security created by this Deed is recorded as soon as possible by the Security Trustee in each register in each jurisdiction in which any Specified Intellectual Property is registered.

### **9 Shares and Investments**

- (a) Before an Acceleration Event has occurred:
  - (i) each Chargor may exercise the voting rights, powers and other rights in respect of the Shares and Investments in a manner which does not adversely affect the validity or enforceability of the Security under this Deed or cause an Event of Default to occur; and
  - (ii) all monies arising from the Distribution Rights relating to of the Shares and Investments may be paid directly to the relevant Chargor.
- (b) After an Acceleration Event has occurred each Chargor shall promptly pay over to the Security Trustee all monies arising from the Distribution Rights relating to the Shares and Investments which it may receive, and exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Security Trustee may direct.

### **10 Enforcement**

#### **10.1 When Security becomes enforceable**

The Security created by a Chargor under this Deed shall become enforceable:

- (a) on the occurrence of an Acceleration Event; or
- (b) if a Chargor so requests.

#### **10.2 Powers on enforcement**

At any time after the Security created by a Chargor under this Deed has become enforceable, the Security Trustee may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset,

without the restrictions imposed by sections 99 and 100 of the Act;

- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Security Trustee insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (d) subject to Clause 11.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (e) appoint an administrator of any Chargor.

#### **10.3 Disposal of the Security Assets**

In exercising the powers referred to in Clause 10.2 (*Powers on enforcement*), the Security Trustee or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it (in the case of the Security Trustee) acting reasonably.

#### **10.4 Application of moneys**

The Security Trustee or any Receiver shall apply moneys received by them under this Deed after the Security created under this Deed has become enforceable in accordance with the terms of the Intercreditor Agreement.

### **11 Appointment and powers of Receivers**

#### **11.1 Method of appointment and removal**

- (a) The Security Trustee may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Security Trustee pursuant to this Deed may be made in writing under the hand of any officer or manager of the Security Trustee (subject to any requirement for a court order in the removal of an administrative receiver).

#### **11.2 Powers of Receiver**

Every Receiver shall have all the powers:

- (a) of the Security Trustee under this Deed;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

#### **11.3 Joint or several**

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this

Deed.

#### 11.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

#### 11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Trustee, and the maximum rate specified in section 109(6) of the Act shall not apply.

#### 11.6 Delegation

- (a) The Security Trustee and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Security Trustee) to any person any right, power or discretion exercisable by the Security Trustee or such Receiver (as the case may be) under this Deed.
- (b) Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the Security Trustee or such Receiver (as the case may be) may think fit.
- (c) Neither the Security Trustee nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed.

### 12 Protection of purchasers

No purchaser or other person dealing with the Security Trustee or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Security Trustee or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Security Trustee, to any Receiver or to any other person.

### 13 Further Assurances

#### 13.1 Application to Land Registrar

Each Chargor consents to the registration against the registered titles specified in Schedule 2 (*Land charged by way of legal mortgage*) of:

- (a) a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge] is to be registered without a written consent signed by the proprietor for the time being of the debenture dated \*\* [date of debenture] in favour of Wells Fargo Bank, National Association, London Branch (as agent and trustee for the Secured Parties referred to in that debenture) referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised

signatory of Wells Fargo Bank, National Association, London Branch (Form P)"; and

- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Debt Documents.

## **14 Power of Attorney**

### **14.1 Appointment**

Each Chargor irrevocably and by way of security appoints each of:

- (a) the Security Trustee;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Security Trustee; and
- (c) any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit:

- (a) following the occurrence of an Acceleration Event; or
- (b) *following the failure by that Chargor to comply with a perfection obligation or a further assurance under this Deed within ten Business Days of being notified of the relevant non-compliance by the Security Trustee.*

### **14.2 Ratification**

Each Chargor agrees, promptly on the request of the Security Trustee or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

## **15 Preservation of Security**

### **15.1 Reinstatement**

If any payment by a Chargor or any discharge given by the Security Trustee (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Security Trustee shall be entitled to recover the value or amount of that Security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

### **15.2 Waiver of defences**

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 15.2 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Security Trustee or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition

or arrangement with any creditor of any Chargor or any other person;

- (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 Chargor or any 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 any Chargor or any other person;
- (e) any amendment (however fundamental) or replacement of a Debt Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or Security; or
- (g) any insolvency or similar proceedings.

### 15.3 **Chargor intent**

Without prejudice to the generality of Clause 15.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Debt Documents and/or any facility or amount made available under any of the Debt Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

### 15.4 **Immediate recourse**

Each Chargor waives any right it may have of first requiring the Security Trustee to proceed against or enforce any other rights or Security or claim payment from any person before enforcing the Security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Debt Document to the contrary.

### 15.5 **Appropriations**

Until the expiry of the Security Period, the Security Trustee may:

- (a) refrain from applying or enforcing any other monies, Security or rights held or received by

the Security Trustee in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and

- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities.

#### **15.6 Deferral of Chargors' rights**

Until the expiry of the Security Period, and unless the Security Trustee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Debt Documents:

- (a) to be indemnified by any other Chargor;
- (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Debt Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Security Trustee's rights under the Debt Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Debt Documents by the Security Trustee.

#### **15.7 Additional Security**

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

#### **15.8 New Accounts**

If a Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with any Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the relevant Chargor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of that Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the that Secured Party received or was deemed to have received such notice.

### **16 Notices**

Any communications to be made under or in connection with this Deed shall be made in accordance with clause 27 of the Intercreditor Agreement.

### **17 Miscellaneous Provisions**

#### **17.1 Tacking**

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Security Trustee confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrowers on the terms and subject to the conditions of the Debt Documents.

#### **17.2 Separate Charges**

This Deed shall, in relation to each Chargor, be read and construed as if it were a separate Deed relating to such Chargor to the intent that if any Security created by any other Chargor in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any Security created under this Deed by such first Chargor.

#### 17.3 **Invalidity**

If, at any time, 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 will not in any way be affected or impaired.

#### 17.4 **Rights and Remedies**

The rights of the Secured Parties under this Deed are cumulative, may be exercised as often as considered appropriate and are in addition to the general law. Such rights (whether arising hereunder or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation by any Secured Party or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

#### 17.5 **Accession of Affiliates**

- (a) To the extent that any Affiliate of the Company is required by the terms of the Debt Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the Security created by such company shall be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

### 18 **Governing Law and Jurisdiction**

#### 18.1 **Governing Law**

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

#### 18.2 **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 18.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. 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, a Secured Party may take

concurrent proceedings in any number of jurisdictions.

**This Deed has been entered into as a deed on the date stated at the beginning of this Deed.**

**Schedule 1**  
**The Chargors**

<b>Name of Chargor</b>	<b>Jurisdiction of incorporation</b>	<b>Registration number (if any)</b>
Lumesse Global Limited	07242394	England and Wales
Lumesse (UK) Limited	03903495	England and Wales
Lumesse Corporate Limited	04296658	England and Wales
Lumesse Limited	03879877	England and Wales
Lumesse Holdings UK Limited	05494417	England and Wales

**Schedule 2**  
**Land charged by way of legal mortgage**

None at the date of this Deed.

**Schedule 3**  
**Forms of Notice to Charged Account Banks and Acknowledgement**

**Part 1 – Charged Account Notice**

[On Headed Notepaper of relevant Chargor]

To: [Account Bank]

Date: [•]

Dear Sirs

**Notice of Charge**

- 1 We give you notice that, under a debenture dated [•] entered into by us (and others) in favour of Wells Fargo Bank, National Association, London Branch (the **Security Trustee**), we have charged to the Security Trustee by way of first fixed charge all of our rights in our account with you (no. [•]) (the **Charged Account**).
- 1 We have agreed with the Security Trustee that after you have been notified of an Acceleration Event we may not close the Charged Account or amend or waive any of its terms without the consent of the Security Trustee.
- 2 Subject to paragraph 4 below, we are free to make withdrawals from the Charged Account.
- 3 Following an Acceleration Event (which we shall notify to you), we instruct you:
  - (a) to honour withdrawals from the Charged Account if requested by the Security Trustee;
  - (b) not to honour any withdrawals from the Charged Account if requested by us, unless our instructions are countersigned by the Security Trustee; and
  - (c) disclose to the Security Trustee, without further approval from us, such information regarding the Charged Account as the Security Trustee may from time to time request and to send it copies of all statements and other notices issued by you in connection with the Charged Account.
- 4 These instructions cannot be varied or terminated without the consent of the Security Trustee.
- 5 Please sign the enclosed acknowledgement and return it to the Security Trustee at [address] marked for the attention of [•].

.....

for and on behalf of

[Chargor]

## Part 2 – Charged Account Acknowledgement

[On the Headed Notepaper of Bank]

### Acknowledgement of Charge

To: Wells Fargo Bank, National Association, London Branch

- 1 We acknowledge receipt of the notice dated [•].
- 2 We have not received notice that any other person has an interest in the Charged Account.
- 3 We will comply with the instructions in the notice.
- 4 Upon being notified of an Acceleration Event, we will not, without the Security Trustee's consent, permit any amount to be withdrawn from the Charged Account.
- 5 [Upon being notified of an Acceleration Event, we will not, without the Security Trustee's consent, exercise any right of combination, consolidation or set-off which we may have in respect of the Charged Account.]

Executed as a deed by	)	
[Account Bank]	)	
	)	.....
	)	Authorised signatory
	)	
	)	
	)	.....
	)	Authorised signatory

**Schedule 4  
Shares**

<b>Chargor</b>	<b>Company Name</b>	<b>Type of Share</b>	<b>Number of Shares</b>
Lumesse Holdings Limited	Lumesse (UK) Limited	A-Ordinary	3,110,528
Lumesse Holdings Limited	Lumesse (UK) Limited	B-Ordinary	25,658,595
Lumesse Holdings Limited	Lumesse Corporate Limited	Ordinary	1,500,000
Lumesse Holdings Limited	Lumesse Holdings UK Limited	Ordinary	109
Lumesse Holdings UK Limited	Lumesse Limited	Ordinary	19,194,508

**Schedule 5**  
**Charged Accounts**

Chargor	Bank	Branch	Sort Code	Account No.	Bank Code	Currency
Lumesse (UK) Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	GBP
Lumesse (UK) Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	EUR
Lumesse Corporate Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	MM
Lumesse Corporate Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	NOK
Lumesse Corporate Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	SEK
Lumesse Corporate Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	GBP
Lumesse Corporate Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	EUR
Lumesse Corporate Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	CHF
Lumesse Corporate Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	USD
Lumesse Corporate Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	DKK

Lumesse Holdings Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1 1AX	[REDACTED]	[REDACTED]	[REDACTED]	GBP
Lumesse Holdings Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1	[REDACTED]	[REDACTED]	[REDACTED]	EUR
Lumesse Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1	[REDACTED]	[REDACTED]	[REDACTED]	GBP
Lumesse Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1	[REDACTED]	[REDACTED]	[REDACTED]	EUR
Lumesse Limited	HSBC	Thames Valley Corporate Banking Centre, Apex Plaza, Reading, RG1	[REDACTED]	[REDACTED]	[REDACTED]	USD

**Schedule 6**  
**Specified Intellectual Property**

Trademark Owner	Trademark	Trademark Number	Country	Nice Classes	Registration Date	Valid until
Lumesse (UK) Ltd	Lumesse		Australia (WIPO)	9, 35, 38, 42	12/05/2011	12/05/2021
Lumesse (UK) Ltd	Lumesse		Chile	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		China (WIPO)	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		China	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		Croatia (WIPO)	9, 35, 38, 43	pending	
Lumesse (UK) Ltd	Lumesse	9595571	EU	9, 35, 38, 42	23/05/2011	14/12/2020
Lumesse (UK) Ltd	Lumesse	3020100 66065	Germany	9, 35, 38, 42	14/12/2010	31/12/2020
Lumesse (UK) Ltd	Lumesse		Hong Kong	9, 35, 38, 42	12/05/2011	11/05/2021
Lumesse (UK) Ltd	Lumesse		India	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		Israel (WIPO)	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		Japan (WIPO)	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		Malaysia	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		Mauritius	9, 35, 38, 42	28/10/2011	18/05/2021
Lumesse (UK) Ltd	Lumesse		Mexico	9, 35, 38, 42	28.09.2011 / 30.09.2011 other two pending	10/05/2021
Lumesse (UK) Ltd	Lumesse		Norway (WIPO)	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		Oman (WIPO)	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		Russia (WIPO)	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		Serbia (WIPO)	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		Singapore (WIPO)	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		South Africa	9, 35, 38, 42	pending	

Lumesse (UK) Ltd	Lumesse		Switzerland (WIPO)	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		Turkey (WIPO)	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse		USA	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse with Logo		China	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	Lumesse with Logo	9774308	EU	9, 35, 38, 42	10/08/2011	01/03/2021
Lumesse (UK) Ltd	Lumesse with Logo		USA	9, 35, 38, 42	pending	
Lumesse (UK) Ltd	MrTed	1493840	EU	9, 35, 38, 41, 42	10/04/2001	03/02/2020
	MrTed Technology for Talent (including logo)					
Lumesse (UK) Ltd		1966597	EU	9, 35, 38, 41, 42	20/12/2001	21/11/2020
Lumesse (UK) Ltd	MrTed TalentLink	2002400	EU	9, 35, 38, 41, 42	04/03/2002	15/12/2020
Lumesse (UK) Ltd	Refline (including logo)	30089772	Germany	35, 38	19/04/2001	31/12/2020
Lumesse (UK) Ltd	TalentLink	10082915	EU	9, 35, 38, 42	08/11/2011	28/06/2021
Lumesse (UK) Ltd	TalentLink	4449696	USA	9, 35, 38, 42	17/12/2013	17/12/2019
MrTed (China) Ltd. / Lumesse (UK) Ltd	MrTed Technology for Talent	6757605	China	42	21/12/2010	20/12/2020

## Schedule 7 Deed of Accession

THIS DEED OF ACCESSION is dated [•] and made

### BETWEEN

- (1) ● Limited [registered in England with number [•] whose registered office is at [•]][a corporation organised and existing under the laws of [•] whose principal place of business is at [•]][of [•]] (the **New Chargor**);
- (2) **Lumesse Holdings Limited** a company incorporated under the laws of England and Wales with registered number 07083011 and its registered office at 475 The Boulevard, Capability Green, Luton, LU1 3LU, United Kingdom for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (the **Company**); and
- (3) **Wells Fargo Bank, National Association, London Branch**, a national banking association, as agent and trustee for the Secured Parties (the **Security Trustee**).

### RECITALS

- (A) The **Company** and others as Chargors entered into a debenture dated ● (as supplemented and amended from time to time, the Debenture) in favour of the Security Trustee and the New Chargor has decided to enter into this Deed and thereby become a Chargor under the Debenture.
- (B) The New Chargor has at the request of the **Company** and in consideration of the Secured Parties continuing to make facilities and/or hedging arrangements available to the Borrowers.
- (C) The Chargors and the Security Trustee intend that this document take effect as a deed notwithstanding that it may be executed under hand.

### IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Security Trustee the assignments, charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that

references in the Debenture to:

- (a) this Deed and similar phrases shall be deemed to include this Deed;
  - (b) Schedule 2 shall be deemed to include a reference to Part I of the Schedule to this Deed;
  - (c) Schedule 4 shall be deemed to include a reference to Part II of the Schedule to this Deed;
  - (d) Schedule 5 shall be deemed to include a reference to Part III of the Schedule to this Deed;
  - (e) Schedule 6 shall be deemed to include a reference to Part IV of the Schedule to this Deed;
- 6 The parties agree that the bank accounts of the New Chargor specified in Part III of the Schedule to this Deed as Charged Accounts shall be designated as Charged Accounts for the purposes of the Debenture.
- 7 The **Company**, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as Security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture:
- (a) charges to the Security Trustee by way of legal mortgage all of the Material Real Property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (*Land charged by way of legal mortgage*) to the Debenture and/or Part I of the Schedule to this Deed;
  - (b) charges by way of fixed charge to the Security Trustee all of the Shares (if any) brief descriptions of which are specified in Part II of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights; and
  - (c) charges to the Security Trustee by way of fixed charge its Intellectual Property Rights (if any), including any Material Intellectual Property specified in Part IV of the Schedule to this Deed, (which shall from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture).
- 9 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

**This Deed has been entered into as a deed on the date stated at the beginning of this Deed.**

## **SCHEDULE**

### **Part I – Material Real Property**

*[Insert details of any Material Real Property owned by the New Chargor]*

### **Part II –Shares**

*[Insert details of all Shares of the New Chargor]*

### **Part III – Charged Accounts**

*[Insert details of all Charged Accounts of the New Chargor]*

### **Part IV – Specified Intellectual Property**

*[Insert details of any registered Intellectual Property owned by the New Chargor]*

## SIGNATORIES

[to the Deed of Accession]

### The New Chargor

Executed as a deed by )  
● LIMITED )  
acting by a Director in the presence of: )

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

### The Company

for itself and as agent for the other  
Chargors party to the Debenture

Executed as a deed by )  
LUMESSE HOLDINGS LIMITED )  
acting by a Director in the presence of: )

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

### The Security Trustee

WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH

By:

## Signatories

### The Company

Executed as a deed by  
**LUMESSE HOLDINGS LIMITED**  
acting by a Director in the presence of:

) [Redacted]  
)  
)

Signature of witness:

[Redacted]

Name of witness:

..... THOMAS FORD .....

Address:

..... LINKLATORS LLP  
..... ONE SILK STREET  
..... LONDON  
..... EC2Y 8HQ .....

### The Chargors

Executed as a deed by  
**LUMESSE GLOBAL LIMITED**  
acting by a Director in the presence of:

) [Redacted]  
)  
)

Signature of witness:

[Redacted]

Name of witness:

..... THOMAS FORD .....

Address:

..... LINKLATORS LLP  
..... ONE SILK STREET  
..... LONDON  
..... EC2Y 8HQ .....

Executed as a deed by  
**LUMESSE (UK) LIMITED**  
acting by a Director in the presence of:

) [Redacted]  
)  
)

Signature of witness:

[Redacted]

Name of witness:

..... THOMAS FORD .....

Address:

..... LINKLATORS LLP  
..... ONE SILK STREET  
..... LONDON  
..... EC2Y 8HQ .....

\_\_\_\_\_

.....

THOMAS FORD

LINKLATER® LLP  
ONE SILK STREET  
LONDON  
EC2Y 8HQ

\_\_\_\_\_



.....THOMAS FORD.....

LINKLATERS LLP  
ONE SILK STREET  
LONDON  
EC2Y 8HQ

\_\_\_\_\_



THOMAS FORD  
LINKLATERS LLP

ONE SILK STREET  
LONDON  
EC2Y 8HQ

**The Security Trustee**

**WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH**

By:

Name:

Title:

**S J CHAIT  
AUTHORISED  
SIGNATORY**