



Registration of a Charge

Company name: **PHAIDON INTERNATIONAL (UK) LTD**

Company number: **05134675**

Received for Electronic Filing: **22/04/2021**



XA2Y6TKO

Details of Charge

Date of creation: **15/04/2021**

Charge code: **0513 4675 0015**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description: **TRADE MARK NUMBER 3240696. FOR FURTHER DETAILS OF INTELLECTUAL PROPERTY CHARGED, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) .

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:

MORGAN, LEWIS & BOCKIUS UK LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5134675

Charge code: 0513 4675 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th April 2021 and created by PHAIDON INTERNATIONAL (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd April 2021 .

Given at Companies House, Cardiff on 23rd April 2021

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



Companies House



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

DATED 15 April **2021**

THE COMPANIES NAMED IN THIS DEED
as Chargors

AND

WELLS FARGO CAPITAL FINANCE (UK) LIMITED
as Security Trustee

SUPPLEMENTAL DEBENTURE

This Supplemental Debenture is entered into subject to the terms of the Intercreditor Agreement dated 14 August 2018 as amended and/or restated from time to time

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CONTENTS

Clause	Page
1. INTERPRETATION.....	1
2. COVENANT TO PAY	8
3. CHARGING PROVISIONS.....	9
4. EXCLUSIONS.....	12
5. FURTHER ASSURANCE.....	13
6. PROTECTION OF SECURITY	13
7. RIGHTS OF CHARGORS	18
8. REPRESENTATIONS	18
9. UNDERTAKINGS	19
10. CONTINUING SECURITY	19
11. ENFORCEMENT OF SECURITY	19
12. RECEIVERS.....	21
13. APPLICATION OF PROCEEDS.....	23
14. PROTECTION OF SECURITY TRUSTEE AND RECEIVER.....	24
15. POWER OF ATTORNEY.....	25
16. PROTECTION FOR THIRD PARTIES	26
17. COSTS AND EXPENSES.....	26
18. DISCHARGE AND RELEASE	26
19. CURRENCY CLAUSES.....	27
20. SET-OFF.....	28
21. RULING OFF	28
22. REDEMPTION OF PRIOR CHARGES	28
23. CHANGES TO PARTIES	28
24. MISCELLANEOUS	29
25. GOVERNING LAW AND JURISDICTION.....	30

SCHEDULE 1 THE CHARGORS	31
SCHEDULE 2 MATERIAL PROPERTIES	32
SCHEDULE 3 CHARGED ACCOUNTS.....	33
SCHEDULE 4 INSURANCE POLICIES	35
SCHEDULE 5 INTELLECTUAL PROPERTY	36
SCHEDULE 6 ASSIGNED AGREEMENTS	41
SCHEDULE 7 FORMS OF NOTICES	42
SCHEDULE 8 FORM OF DEED OF ACCESSION	51

THIS SUPPLEMENTAL DEBENTURE is dated

15 April 2021

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 to this Supplemental Debenture (*The Chargors*) (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**, as security trustee for the Secured Parties (the "**Security Trustee**") which expression shall include any person for the time being appointed as security trustee for the purpose of, and in accordance with, the Facility Agreement (as defined below).

It is agreed as follows:

1. INTERPRETATION

1.1 Definitions

In this Supplemental Debenture:

"**Assigned Agreements**" means any agreement specified in Schedule 6 (*Assigned Agreements*) or specified in any Deed of Accession as an "*Assigned Agreement*", together with each other agreement supplementing or amending or novating or replacing the same designated as an Assigned Agreement;

"**Assigned Assets**" means the Security expressed to be assigned pursuant to Clause 3.2 (*Assignment*);

"**Bank Product Agreement**" has the meaning set out in the Facility Agreement;

"**Bank Product Provider**" has the meaning set out in the Facility Agreement;

"**Blocked Accounts**" means, in relation to any Chargor:

- (a) the bank accounts of that Chargor specified in Part 1 of Schedule 3 (*Charged Accounts*);
- (b) the bank accounts of any Chargor specified in any Supplemental Fixed Charge or in Part 1 of Schedule 3 (*Charged Accounts*) of any Deed of Accession; and
- (c) such other bank accounts of the Chargors as the Security Trustee may from time to time designate or approve by notice in writing to the relevant Chargor in accordance with the Finance Documents;

"**Book Debts**" means:

- (a) all book and other debts in existence from time to time (including 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 above including any related agreements, documents, rights and remedies (including

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),

other than Hong Kong Book Debts;

"Borrower" means each applicable Chargor in its capacity as borrower under the Facility Agreement and each entity which becomes a borrower in accordance with the terms of the Facility Agreement;

"Charged Accounts" means the Blocked Accounts and the Operating Accounts;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Trustee by this Supplemental Debenture;

"Chargor" means each of the Chargors and each company which grants Security over its assets in favour of the Security Trustee by executing a Deed of Accession;

"Company" means Phaidon International (UK) Ltd (company number 05134675) or any other Obligor appointed as the "Company" under the Facility Agreement from time to time;

"Counterparty Notice" means a notice substantially in the form set out in Part 3 of Schedule 7 (*Forms of Notices*);

"Deed of Accession" means a deed executed by any Obligor or a Subsidiary thereof substantially in the form set out in Schedule 8 (*Form of Deed of Accession*), with those amendments which the Security Trustee may approve or reasonably require;

"Default Rate" means the rate of interest calculated and applied in accordance with Clause 12.3 (*Default Interest*) of the Facility Agreement;

"Event of Default" means each Event of Default as defined in the Facility Agreement;

"Facility Agreement" means the facility agreement dated 14 August 2018 as amended and/or amended and restated from time to time including on or around the date of this Supplemental Debenture between the Company and certain Affiliates of the Company as Borrowers and Guarantors and Wells Fargo Capital Finance (UK) Limited as Agent, Security Trustee and Arranger and each of the parties listed in part 3 of schedule 1 (*The Original Lenders*) of the Facility Agreement as Original Lenders;

"Finance Documents" has the meaning given to that term in the Facility Agreement;

"Guarantor" means, each Chargor in its capacity as guarantor under the Facility Agreement and each entity which becomes a guarantor in accordance with the terms of the Facility Agreement;

"Hong Kong Book Debts" means:

- (a) all book and other debts in existence from time to time (including 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 which are owed by debtors located in Hong Kong or are otherwise subject to Hong Kong law; and

- (b) the benefit of all rights whatsoever relating to the debts referred to above including any related agreements, documents, rights and remedies (including 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);

"Insurance Policies" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance including but not limited to the insurance policies, if any, specified in Schedule 4 (*Insurance Policies*) and as specified in Schedule 2 of any relevant Deed of Accession;

"Intellectual Property" means patents, trademarks, service marks, designs, business names, copyrights, design rights, registered designs, domain names, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual property rights and interests (which may subsist on or after the date of this Supplemental Debenture), whether registered or unregistered, now or hereafter belonging to the Chargors or any of them including but not limited to the intellectual property, if any, specified in Schedule 5 (*Intellectual Property*) and as specified in Schedule 4 of any relevant Deed of Accession;

"Intercreditor Agreement" has the meaning set out in the Facility Agreement;

"Investment" means any stock, share, debenture, loan stock, securities, bonds, certificates of deposits, options, warrants, interest in any investment fund or investment scheme and any other comparable investment owned now or in the future which are material in the context of the relevant Chargor's business as a whole (including all warrants, options and any other rights to subscribe for, convert into or otherwise acquire these investments), (including, unless the context otherwise requires, the Shares), in each case whether owned directly by or to the order of the relevant Chargor or by any trustee, fiduciary, nominee or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary, nominee or clearance system);

"Material Property" means all Real Property which is material in the context of a Chargor's business as a whole and which a Chargor (or the Borrower) and the Security Trustee have agreed shall be designated a Material Property but excluding any fee owned Real Property with a fair market value of less than \$2,000,000 US Dollars (or an equivalent thereof in Sterling);

"Obligor" means a Borrower or a Guarantor;

"Operating Accounts" means:

- (a) the bank accounts of the Chargors specified in Part 2 of Schedule 3 (*Charged Accounts*);

- (b) the bank accounts of any Chargor specified in Part 2 of Schedule 3 to any Deed of Accession; and
- (c) such other bank accounts of the Chargors as the Security Trustee may designate or approve by notice in writing to the relevant Chargor;

"Real Property" means the freehold property specified in Schedule 2 (*Material Properties*) or in Schedule 1 of any relevant Deed of Accession and such other freehold property acquired by a Chargor after the date of this Supplemental Debenture which is material in the context of that Chargor's business as a whole and which the Chargor (or the Borrower) and the Security Trustee have agreed shall be designated a Material Property and shall include:

- (a) the proceeds of sale of all or any part of such property;
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property;
- (c) all money received by or payable to that Chargor in respect of such property; and
- (d) all buildings, fixtures and fittings from time to time on such property;

"Receiver" means an administrator, a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) receiver in each case appointed under this Supplemental Debenture;

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

- (a) the proceeds of sale of any part of that asset;
- (b) all rights and benefits under any licence, assignment, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) any monies and proceeds paid or payable in respect of that asset; and
- (e) any rights or monies accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference in respect of that asset;

"Related Share Rights" means all dividends, distributions and other income paid or payable on a Share, together with all shares or other property derived from any Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Restriction" means, in relation to any asset of a Chargor, any legal requirement, contract, lease, license or other third party arrangement which may prevent or condition that asset from being charged, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations with respect to any Obligor in

respect of those assets or require any Obligor to take any action materially adverse to its interests;

"Secured Obligations" means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety, or in any other capacity whatsoever: (i) of each Obligor to any Secured Party under or in connection with the Finance Documents; (ii) of each Obligor to each Bank Product Provider under any Bank Product Agreement and of US Bidco to the Interest Rate Swap Provider under the Interest Rate Swap Agreement; and (iii) of each Obligor to each account bank where a Charged Account is maintained where the account bank is an Affiliate of a Lender under the documents governing the operation of such Charged Accounts;

"Secured Parties" means the Finance Parties, the Bank Product Providers and each account bank where a Charged Account is maintained if such account bank is an Affiliate of a Finance Party, each a **"Secured Party"**;

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

"Security Documents" means the UK Debenture, the US Security Agreement, this Supplemental Debenture, any Supplemental Fixed Charge and any other document from time to time executed by any person by way of Security for the obligations of any Obligor pursuant to the Facility Agreement;

"Shares" means all shares owned by a Chargor in its Subsidiaries;

"Supplemental Fixed Charge" has the meaning set out in the Facility Agreement;

"UK Debenture" has the meaning set out in the Facility Agreement; and

"US Security Agreement" has the meaning set out in the Facility Agreement.

1.2 Construction

In this Supplemental Debenture, 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) any **"Finance Document"**, or other document is to that Finance Document or other document as supplemented, otherwise amended, replaced or novated from

time to time (however fundamental that amendment, novation or replacement may be, even if it involves increased, new, additional and/or replacement facilities or an increase in any other amount or rate);

- (f) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- (g) **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality); and
- (h) **"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.

1.3 Supplemental Debenture

This Supplemental Debenture is supplemental to the UK Debenture.

1.4 Other References

- (a) In this Supplemental Debenture, unless a contrary intention appears, a reference to:
 - (i) any Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's (and any subsequent) successors in title, permitted assignees and transferees and in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees (and any subsequent successors) 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 Supplemental Debenture and any reference to this Supplemental Debenture includes its schedules;
 - (iv) an Event of Default which is "continuing" is to an Event of Default that has not been remedied or waived; and
 - (v) a provision of law is a reference to that provision as amended or re-enacted.

- (b) The index to and the headings in this Supplemental Debenture are inserted for convenience only and are to be ignored in construing this Supplemental Debenture.
- (c) Words importing the plural shall include the singular and vice versa.

1.5 Incorporation by Reference

Unless otherwise defined in this Supplemental Debenture, words and expressions defined in the Facility Agreement have the same meanings when used in this Supplemental Debenture.

1.6 Third Party Rights

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

1.7 Designation

This Supplemental Debenture is a Finance Document for the purposes of the Facility Agreement.

1.8 Charged Property

The absence of or incomplete details of any Charged Property in any definition or provision shall not affect the validity or enforceability of any Security under this Supplemental Debenture.

1.9 Miscellaneous

- (a) The terms of the Security Documents and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Supplemental Debenture to the extent required for any purported disposition of the Material Property contained in this Supplemental Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) Notwithstanding any other provision of this Supplemental Debenture, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Supplemental Debenture to crystallise or causing

restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.

- (c) All Security and dispositions made or created, and all obligations and undertakings contained, in this Supplemental Debenture to, in favour of or for the benefit of the Security Trustee are given in favour of the Security Trustee as trustee for the Secured Parties from time to time. The Security Trustee holds the benefit of this Supplemental Debenture on trust for the Secured Parties.
- (d) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Trustee in relation to the trusts created by this Supplemental Debenture or any other Finance Document.
- (e) The liabilities and obligations of each Chargor under this Supplemental Debenture are joint and several.
- (f) In the event of any inconsistency between the terms of this Supplemental Debenture and the Facility Agreement, the terms of the Facility Agreement shall prevail. The provisions of this Supplemental Debenture are subject to the provisions of the Intercreditor Agreement, and in the event of any inconsistency between the terms of this Supplemental Debenture and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.
- (g) Notwithstanding any other term of this Supplemental Debenture or the other Finance Documents, in the event that any obligation of a Chargor under the Finance Documents (the “**Relevant Obligation**”) (including, without limitation, an obligation to deliver title documents to the Security Trustee under Clause 6.1 (*Title Documents*)) conflicts with a corresponding obligation of that Chargor under the Senior Finance Documents (as defined in the Intercreditor Agreement), the Relevant Obligation shall be deemed to have been satisfied by compliance by the relevant Chargor with the corresponding obligation under the Senior Finance Documents (as defined in the Intercreditor Agreement) and no Default, Event of Default or other breach of the Finance Documents shall occur as a result of the relevant Chargor complying with such obligation in the Senior Finance Documents (as defined in the Intercreditor Agreement) in lieu of compliance with the Relevant Obligation.
- (h) The parties hereto intend that this document shall take effect as a deed notwithstanding that any party may only execute this document under hand.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Trustee that it will pay and discharge the Secured Obligations from time to time when they fall due in accordance with the Finance Documents.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and

payable in accordance with the Finance Document under which such sum is payable to that Secured Party shall operate in satisfaction to the same extent of the covenant contained in Clause 2.1(a).

2.2 Default interest

Any amount which is not paid under this Supplemental Debenture when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Document under which such amount is payable and, in the absence of such agreement, at the Default Rate from time to time.

3. CHARGING PROVISIONS

3.1 Fixed Security

Each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Trustee with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest:

- (a) by way of first fixed charge:
 - (i) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them;
 - (ii) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor (but excluding to the extent effectively charged to the Security Trustee pursuant to Clause 3.1(a)(i), the Blocked Accounts and any amounts standing to the credit thereof);
 - (iii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in Clause 3.1(a)(ii);
 - (iv) its Hong Kong Book Debts (if any), both uncollected and collected, and the proceeds of the same; and
 - (v) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in Clause 3.1(a)(iv);
- (b) subject to the Intercreditor Agreement, by way of legal mortgage, all Material Property, together with all building and fixtures on that Material Property, including but not limited to, the Material Properties listed in Schedule 2 (*Material Properties*) and Schedule 1 of any relevant Deed of Accession; and
- (c) subject to the Intercreditor Agreement, by way of fixed charge (provided that such fixed charge shall not include its Investments and Shares and Related Share Rights):

- (i) all other interests, rights and title from time to time (not effectively charged under Clause 3.1(b)) in and to any Material Property together with all buildings and fixtures on such property and the benefit of all other agreements relating to land;
- (ii) all its right, title and interest from time to time in and to all of its Intellectual Property and all corresponding Related Rights;
- (iii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets and all corresponding Related Rights;
- (iv) all its right, title and interest from time to time in and to its goodwill and all corresponding Related Rights; and
- (v) if not effectively assigned by Clause 3.2 (*Assignment*), all its rights, title and interest in (and claims under) the Assigned Agreements and all corresponding Related Rights.

3.2 Assignment

- (a) Subject to the Intercreditor Agreement, each Chargor assigns and agrees to assign absolutely to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets:

- (i) the proceeds of any Insurance Policies and all Related Rights, provided each such Chargor shall have the right to collect such proceeds and apply them in the manner contemplated in the Facility Agreement; and
- (ii) the Assigned Agreements,

(together the "**Assigned Assets**") *provided that* on final and irrevocable payment and discharge in full of the Secured Obligations the Security Trustee will re-assign the relevant Assigned Assets to that Chargor (or as it shall direct) without delay and in a manner satisfactory to such Chargor (acting reasonably). Subject to Clause 6.6 (*Assigned Agreements*), until the occurrence of an Event of Default which is continuing each Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

To the extent that any Assigned Asset described in clause 3.2(a)(i) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurance Policies.

- (b) The Security Trustee is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of an Assigned Agreement against any person or to make any enquiries as to the nature and sufficiency of any payment received by it pursuant to this Supplemental Debenture.

3.3 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) by way of floating charge all its present and future:
 - (i) assets, undertakings (wherever located) and rights not otherwise effectively charged by way of fixed charge under Clause 3.1 (*Fixed Security*), assigned under Clause 3.2 (*Assignment*) or any other provision of this Supplemental Debenture; and
 - (ii) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland,other than its Investments and Shares and Related Share Rights.
- (b) The floating charge created by sub Clause 3.3(a) above shall be deferred in point of priority to all fixed Security validly and effectively created by any Chargor under this Supplemental Debenture as continuing security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*) and for this purpose it is noted that the floating charge created by each Chargor pursuant to sub Clause 3.3(a) above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.

3.4 Conversion of a Floating Charge

- (a) The Security Trustee may, by written notice to the Borrower, convert the floating charge created under this Supplemental Debenture into a fixed charge with immediate effect as regards those assets which it specifies in the notice (or, in the case of paragraph (ii) below, the relevant floating charge assets), if:
 - (i) an Event of Default has occurred and is continuing; or
 - (ii) the Security Trustee (acting reasonably) is of the view that any asset charged under the floating charge created under this Supplemental Debenture which is material in the context of the business of the Obligors as a whole is in danger of being seized or is otherwise in jeopardy.
- (b) The floating charge created under this Supplemental Debenture will automatically (without notice) and immediately be converted into a fixed charge over any asset charged under the floating charge created under this Supplemental Debenture which is material in the context of the business of the Group as a whole if any Chargor creates (or purports to create) any Security over such asset (except as permitted by the Finance Documents or with the prior consent of the Security Trustee).

- (c) Upon the conversion of any floating charge pursuant to this Clause 3.4, each relevant Chargor shall, upon written request by the Security Trustee, execute a fixed charge or legal assignment in such form as the Security Trustee may reasonably require but on terms no more onerous to such Chargor than this Supplemental Debenture.
- (d) Any notice given by, or on behalf of the Security Trustee under paragraph (a) above in relation to an asset shall not be construed as a waiver or abandonment of the Security Trustee's right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Supplemental Debenture or any other Security Document.

3.5 **Insolvency Act 1986**

The floating charges created pursuant to Clause 3.3 (*Floating Charge*) may not be converted into fixed charges solely by reason of:

- (a) the obtaining of a moratorium; or
- (b) anything done with a view to obtaining a moratorium,

under the Insolvency Act 1986.

4. **EXCLUSIONS**

Intellectual Property restricting charging

- (a) There shall be excluded from the charge created by clause 3.1 (*Fixed Security*) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which either prevents absolutely or conditionally (and which may include, without limitation, requiring consent of any third party in accordance with the Facility Agreement) that Chargor from creating any charge over its interest in that Intellectual Property (each an "**Excluded Intellectual Property**") until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property asset, each relevant Chargor undertakes to apply for the relevant consent or waiver or prohibition or condition within 15 Business Days of the date of this Supplemental Debenture or, as the case may be, the date of the Deed of Accession or the date on which such licence or other agreement is entered into and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours to obtain that consent as soon as possible and to keep the Security Trustee regularly informed of the progress of its negotiations *provided that*, if the relevant Chargor has not been able to obtain such acknowledgment from the relevant third party, any obligation to comply with this Clause 4(b) shall cease 30 Business Days following the date on which the relevant Chargor first made a written request to obtain such consent from the relevant third party.
- (c) Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security

Trustee under clause 3.1 (*Fixed Security*). If required by the Security Trustee, at any time following receipt of that waiver or consent, the relevant Chargor shall execute a valid fixed charge or legal assignment in such form as the Security Trustee shall reasonably require within five Business Days of any such request by the Security Trustee.

5. FURTHER ASSURANCE

5.1 Each Chargor shall promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

- (a) to perfect the Security created or intended to be created under or evidenced by the Security Documents (which may include the 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 the Security) or for the exercise of any rights, powers and remedies of the Security Trustee or the Secured Parties provided by or pursuant to the Finance Documents or by law;
- (b) to confer on the Security Trustee or confer on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Security Documents; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security.

5.2 Each Chargor 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 Trustee or the Secured Parties by or pursuant to this Supplemental Debenture.

5.3 In relation to any provision of this Supplemental Debenture which requires the Chargors or any Obligor to deliver any document for the purposes of granting any guarantee or Security for the benefit of all or any of the Secured Parties, the Security Trustee agrees to execute as soon as reasonably practicable any such agreed form document which is presented to it for execution.

6. PROTECTION OF SECURITY

6.1 Title Documents

- (a) Subject to any interests permitted under the Finance Documents and subject to the Intercreditor Agreement, each Chargor will as soon as reasonably practicable after a written request by the Security Trustee deposit with the Security Trustee (or as it shall direct), all deeds, certificates and other documents of title relating to the Material Property to the extent necessary to enable the Security Trustee to apply for registration in accordance with Clause 6.2 (*The Land Registry*) and if those deeds, certificates and documents are with

the Land Registry, the relevant Chargor will deposit them with the Security Trustee (or as it shall direct) upon their release.

- (b) The Security Trustee may retain any document delivered to it under this Clause 6.1 or otherwise until the Security created under this Supplemental Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall as soon as reasonably practicable comply (or procure compliance) with that notice. If reasonably required to effect any transaction which is permitted under any Finance Document, the Security Trustee shall, within fifteen (15) Business Days after receipt of a request from any Chargor, return any such document to that Chargor.

6.2 The Land Registry

- (a) In relation to Material Property charged by way of legal mortgage under this Supplemental Debenture, each Chargor hereby irrevocably consents to the Security Trustee applying to the Land Registrar for a Restriction to be entered on the Register of Title of all such Material Property (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Debenture) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] 2021 in favour of Wells Fargo Capital Finance (UK) Limited as Security Trustee referred to in the charges register."

- (b) Subject to the terms of the Facility Agreement, the Secured Parties are under an obligation to make further advances to the Obligors (which obligation is deemed to be incorporated into this Supplemental Debenture) and this security has been made for securing those further advances. In relation to Material Property charged by way of legal mortgage under this Supplemental Debenture, each Chargor will apply or consent to the Security Trustee applying by way of Form CH2 to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title relating to any Material Property registered at HM Land Registry (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Debenture) that there is an obligation to make further advances on the security of the registered charge.
- (c) In respect of any of the real property mortgaged or charged under this Supplemental Debenture title to which is registered at the Land Registry, it is certified that the Security created by this Supplemental Debenture does not contravene any of the provisions of the articles of association of any Chargor.
- (d) For the avoidance of doubt, the Security Trustee may not apply to the Land Registrar for any Restriction or notice to be entered on the Register of Title of any freehold property of any Chargor which is not Material Property.

6.3 Real Property

Upon written request by the Security Trustee, each Chargor will notify the Security Trustee of any material estate or interest it has acquired after the date of this Supplemental Debenture in a property which is material to the business of the group taken as a whole.

6.4 Book Debts, receipts and Charged Accounts

(a) Book debts and receipts

Each Chargor shall collect and realise its Book Debts and other monies and receipts and shall pay the proceeds so realised from Book Debts into a Blocked Account (in the case of each Borrower) or an Operating Account (in the case of any other Chargor) and, pending such payment into a Blocked Account or Operating Account (as the case may be), shall hold those proceeds upon trust for the Security Trustee. No Chargor shall sell, discount, factor or otherwise dispose of any Book Debts, monies, receipts or proceeds (except in favour of the Security Trustee itself) or, except for any steps necessary to secure the collection of such Book Debts, monies, receipts or proceeds from the persons liable for payment thereof in the ordinary course of business, take any other action whatsoever with respect thereto.

(b) Opening of Charged Accounts

- (i) The Chargors shall maintain the Charged Accounts and execute all deeds and documents and do all other acts and things required by the Security Trustee in connection with them and the Chargors shall maintain such accounts until the Security constituted by this Supplemental Debenture has been discharged.
- (ii) Except to the extent already delivered pursuant to the UK Debenture or any Supplemental Fixed Charge prior to the date of this Supplemental Debenture, each Borrower shall serve notice on the bank at which each Blocked Account is opened (in respect of the relevant Blocked Accounts) in substantially the form set out in Part 1 of Schedule 7 (*Forms of Notice*) and the Chargors shall serve notice upon each bank at which any Operating Account is held (in respect of the relevant Operating Accounts) in substantially the form set out in Part 2 of Schedule 7 (*Forms of Notice*), and shall procure that the relevant bank returns the acknowledgement in respect of each Blocked Account in the form set out in Part 1 of Schedule 7 (*Forms of Notice*) or such other form as the Security Trustee may approve in its absolute discretion.
- (iii) Until the Security constituted by this Supplemental Debenture is discharged, no Chargor shall maintain any bank accounts which are not Charged Accounts.

(c) Operation of Blocked Accounts

- (i) Until the Security constituted by this Supplemental Debenture is discharged, no Borrower shall be entitled to withdraw the whole or any part of any amount standing to the credit of any Blocked Account and shall not, subject to paragraph (b) below, take any action, claim or proceedings against the Security Trustee or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Blocked Account.
- (ii) Each Borrower agrees that until the Security constituted by this Supplemental Debenture is discharged, the Security Trustee shall be able to withdraw on a daily basis all deposits made into any Blocked Account provided that the amount so withdrawn is applied towards the Secured Obligations in the order and manner required pursuant to the terms of the Facility Agreement. Each Borrower shall direct the relevant bank(s) to transfer the cleared balance of such Borrower's Blocked Accounts to such account as the Security Trustee shall specify for the purpose from time to time at the end of each Business Day.

(d) Operation of Operating Accounts

Until notified by the Security Trustee in writing to the contrary, the Chargors shall be entitled to operate the Operating Accounts PROVIDED THAT:

- (i) the Operating Accounts each retain a credit or zero balance at all times;
- (ii) the Chargors shall not and shall procure that no other person shall deposit or transfer any monies into the Operating Accounts other than those transferred from the Blocked Account or any Operating Account or Utilisations under the Facility Agreement; and
- (iii) the Chargors shall not at any time transfer the whole or any part of the amounts standing to the credit of any Operating Account to any other bank account other than to another Charged Account or in the ordinary course of business to the extent permitted under the Finance Documents.

6.5 Insurance Policies

- (a) Subject to the Intercreditor Agreement and except to the extent already delivered to the Security Trustee in respect of such Insurance Policy pursuant to the UK Debenture, in respect of each Insurance Policy detailed at Schedule 4 of this Supplemental Debenture, each Chargor shall duly execute and deliver to the Security Trustee (or procure delivery of) a Notice of Assignment in the form set out in Part 4 of Schedule 7:
 - (i) as soon as reasonably practicable and in any event within five (5) Business Days following written request by the Security Trustee; or

- (ii) as soon as reasonably practicable and in any event within five (5) Business Days of such Chargor obtaining new Insurance Policy as detailed in the Deed of Accession.
- (b) In each case, each Chargor shall use reasonable endeavours to procure that such insurer signs and delivers to the Security Trustee an acknowledgement substantially in the form set out in the Notice of Assignment in the form set out in Part 4 of Schedule 7 within twenty (20) Business Days of such service *provided that*, if the relevant Chargor has not been able to obtain such acknowledgment from the relevant insurer any obligation to comply with this Clause 6.5(b) shall cease 20 Business Days following the date of service of the relevant Notice of Assignment.

6.6 Assigned Agreements

- (a) Subject to the Intercreditor Agreement, each Chargor will, as soon as reasonably practicable following written request by the Security Trustee, give notice to the other parties to an Assigned Agreement that it has assigned or charged its right under the relevant policy or agreement to the Security Trustee under this Supplemental Debenture. Such notice will be a Counterparty Notice. Each relevant Chargor shall use reasonable endeavours to procure that such counterparty signs and delivers to the Security Trustee an acknowledgement substantially in the form set out in the Counterparty Notice *provided that*, if the relevant Chargor has not been able to obtain such acknowledgment from the relevant counterparty to an Assignment Agreement, any obligation to comply with this Clause 6.6(a) shall cease 20 Business Days following the date of service of the relevant Counterparty Notice.
- (b) The Security Trustee shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice, unless and until an Event of Default has occurred and is continuing.

6.7 Security Trustee's Power to Remedy

- (a) If any Chargor fails to comply with any material obligation set out in Clause 6 (*Protection of Security*) or Clause 9 (*Undertakings*) below and that failure is not remedied to the satisfaction of the Security Trustee within 10 Business Days of the Security Trustee giving written notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Trustee or any person which the Security Trustee nominates to take any action on behalf of that Chargor which is necessary to ensure that those obligations are complied with.
- (b) Each Chargor will indemnify the Security Trustee against all losses incurred by the Security Trustee as a result of a breach by any Chargor of its obligations under Clause 6 (*Protection of Security*) or Clause 9 (*Undertakings*) below and in connection with the exercise by the Security Trustee of its rights contained in paragraph (a) above. All sums the subject of this indemnity will be payable by the relevant Chargor to the Security Trustee on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests.

7. RIGHTS OF CHARGORS

Notwithstanding anything to the contrary set out in this Supplemental Debenture, until the occurrence of an Event of Default which is continuing and in respect of Charged Property which is only subject to the floating charge granted under clause 3.3 (*Floating Charge*) (the **Floating Charge Property**):

- (a) each Chargor shall continue to have the sole right (i) to deal with such Floating Charge Property and all contractual counterparties in respect thereof, and (ii) to amend, waive or terminate (or allow to lapse) any rights, benefits and/or obligations in respect of such Floating Charge Property, in each case without reference to any Secured Party, subject only to the terms of the Finance Documents; and
- (b) each Chargor shall continue to operate and transact business in relation to the Assigned Agreements other than to the extent agreed to be restricted pursuant to any Counterparty Notice and as set out in the Facility Agreement.

8. REPRESENTATIONS

The representations and warranties made by the Chargor in this Supplemental Debenture are made to the Security Trustee and to each other Secured Party.

8.1 Charge

Each Chargor represents and warrants that all consents necessary to enable any asset that is expressed to be subject to an effective charge pursuant to Clause 3 (*Charging Provisions*) have been obtained and are in full force and effect.

8.2 Ownership

Each Chargor represents and warrants that:

- (a) it is the sole legal and beneficial owner of its Charged Property and has the right to pledge, sell, assign and transfer the same;
- (b) it has not sold or disposed of all or any of its right, title and interest in and to its Charged Property, nor agreed to do any such thing.

8.3 Repetition

- (a) Each of the representations and warranties set out in this Supplemental Debenture is made on the date of this Supplemental Debenture.
- (b) Unless a representation or warranty is expressed to be given as at a specific date, each representation and warranty set out in this Supplemental Debenture is deemed to be repeated by the Chargor on the date on which the representations made under the Facility Agreement are deemed repeated.
- (c) When a representation or warranty is repeated, it is repeated by reference to the facts and circumstances existing at the date of repetition.

9. UNDERTAKINGS

9.1 Negative Pledge

Each Chargor undertakes that it will not, and each Chargor will ensure that none of its Subsidiaries will, create or agree to create or permit to subsist any Security on or over the whole or any part its undertaking or assets (present or future) except as permitted pursuant to the Facility Agreement.

9.2 No disposal of interests

Each Chargor undertakes that it shall not (and shall not agree to) at any time, except as permitted pursuant to the Facility Agreement or by this Clause 9:

- (a) execute any transfer or assignment of, or other right in relation to all or any part of the Charged Property; or
- (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property.

10. CONTINUING SECURITY

10.1 Continuing Security

The Security constituted by this Supplemental Debenture shall remain in full force and effect as 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 Supplemental Debenture is to be in addition to and shall neither be merged into nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Trustee and/or any other Secured Party may now or after the date of this Supplemental Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Security Trustee 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 Supplemental Debenture. 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 Supplemental Debenture shall be immediately exercisable at any time after an Event of Default has occurred (in accordance with the Facility Agreement and subject to any applicable grace periods noted therein) and is continuing when the Security Trustee may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion, but at all times in accordance with the terms of the Finance Documents, enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property.

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 Supplemental Debenture, 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 Supplemental Debenture, those contained in this Supplemental Debenture shall prevail.

11.3 Exercise of Powers

Subject to Clause 11.1 (*Enforcement Powers*), all or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Supplemental Debenture, and all or any of the rights and powers conferred by this Supplemental Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Trustee without further notice to any Chargor at any time after an Event of Default has occurred and is continuing, irrespective of whether the Security Trustee has taken possession or appointed a Receiver of the Charged 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 Supplemental Debenture.

11.5 Appropriation under the Financial Collateral Regulations

- (a) In this Supplemental Debenture, "**financial collateral**" shall mean any part of the Charged Property which falls within the definition of financial collateral in the Financial Collateral Arrangements (No.2) Regulations 2003 (No.3226).
- (b) Subject to Clause 11.1 (*Enforcement Powers*), at any time after an Event of Default has occurred and is continuing, the Security Trustee may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Trustee must promptly attribute a value to the appropriated financial collateral as confirmed by reference to either the relevant public quoted index reflecting the right to effect an immediate sale thereof on a recognised stock exchange at such price on such date of valuation (if applicable) or a fair valuation opinion provided by an independent reputable internationally recognised third party professional firm of advisors and, in any event, attributed in a commercially reasonable manner.
- (d) Where the Security Trustee exercises its rights of appropriation and the value of the financial collateral appropriated in accordance with this Clause 11.5 differs from the amount of the Secured Obligations, either:
 - (i) the Security Trustee must account to the relevant Chargor promptly upon the determination of such value for the amount by which the value

of the appropriated financial collateral exceeds the Secured Obligations;
or

- (ii) the relevant Chargor will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

11.6 Fixtures

Subject to Clause 11.1 (*Enforcement Powers*), at any time following an Event of Default which is continuing, the Security Trustee may sever any fixtures from the property to which they are attached and sell them separately from that property.

12. RECEIVERS

12.1 Appointment of Receiver or Administrator

- (a) Subject to Clause 11.1 (*Enforcement Powers*) and paragraph (d) below, at any time after an Event of Default has occurred and is continuing, or if so requested by the relevant Chargor, the Security Trustee may by writing under hand signed by any officer or manager of the Security Trustee, appoint:
 - (i) any person (or persons) to be a Receiver of all or any part of the Charged Property;
 - (ii) appoint two or more Receivers of separate parts of the Charged Property;
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed;
 - (iv) appoint another person(s) as an additional or replacement Receiver(s);
or
 - (v) appoint one or more persons to be an administrator of the relevant Chargor.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Supplemental Debenture.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Supplemental Debenture.
- (d) Subject to Clause 11.1 (*Enforcement Powers*), at any time after an Event of Default has occurred and is continuing, the Security Trustee 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 Supplemental Debenture shall have (subject to any limitations or restrictions which the Security Trustee 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 Supplemental Debenture), 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, subject to Clause 11.1 (*Enforcement Powers*) and notwithstanding any liquidation of the relevant Chargor, each Receiver shall, following the occurrence of an Event of Default which is continuing, have power to (but will not be limited to):

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) redeem any prior Security on or relating to the Charged 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 relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (h) appoint and discharge officers and others for any of the purposes of this Supplemental Debenture and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (i) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (j) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (k) purchase or acquire any land or any interest in or right over land;
- (l) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Material Property; and

- (m) 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 Charged Property,

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

12.3 Receiver as Agent

Each Receiver appointed under this Supplemental Debenture shall be the agent of the relevant Chargor, which shall be solely responsible for his 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 Trustee will not be responsible for any misconduct, negligence or default of a Receiver.

12.4 Removal of Receiver

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

12.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Supplemental Debenture (unless the document appointing such Receiver states otherwise).

13. APPLICATION OF PROCEEDS

13.1 Order of Application

All moneys received or recovered by the Security Trustee or any Receiver pursuant to this Supplemental Debenture shall (subject to the rights and claims of any person having prior rights thereto) be applied in the order and manner specified by the Facility Agreement notwithstanding any purported appropriation by any Chargor.

13.2 Insurance Proceeds

Subject to Clause 11.1 (*Enforcement Powers*) and the terms of the Intercreditor Agreement, if an Event of Default has occurred which is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Trustee (or, if not paid by the insurers directly to the Security Trustee, shall be held on trust for the Security Trustee) and shall, at the

option of the Security Trustee, be applied in replacing or reinstating the assets destroyed, damaged or lost 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 Supplemental Debenture.

13.4 Application Against Secured Obligations

Subject to Clause 13.1 above, any moneys or other value received or realised by the Security Trustee from a Chargor or a Receiver under this Supplemental Debenture may be applied by the Security Trustee 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 Trustee may determine.

13.5 Suspense Account

- (a) Until the Secured Obligations are paid in full, the Security Trustee may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this Supplemental Debenture or on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Chargor or the Security Trustee as the Security Trustee shall think fit) and the Receiver may retain the same for the period which he and the Security Trustee consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.
- (b) If the Security created under this Supplemental Debenture is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, the Security Trustee (or Receiver) may pay the proceeds of recoveries into a suspense account.

14. PROTECTION OF SECURITY TRUSTEE AND RECEIVER

14.1 No Liability

Neither the Security Trustee nor any Receiver shall be liable in respect of any of the Charged 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, wilful default or breach of any obligations under the Finance Documents.

14.2 Possession of Charged Property

Without prejudice to Clause 14.1 above, if the Security Trustee or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable and may at any time at its discretion go out of such possession.

14.3 Primary Liability of Chargor

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Supplemental Debenture and the charges contained in this Supplemental Debenture 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 Trustee or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Chargor (as a surety only) or the charges contained in this Supplemental Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

14.4 Security Trustee

The provisions set out in Clauses 27 (*Role of the Administrative Parties*) – 29 (*Distributions by the Security Trustee*) of the Facility Agreement shall govern the rights, duties and obligations of the Security Trustee under this Supplemental Debenture.

14.5 Delegation

Following the occurrence of an Event of Default which is continuing and subject to the terms of the Facility Agreement, the Security Trustee 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 Supplemental Debenture to any person or persons upon such terms and conditions (including the power to sub delegate) as it may reasonably think fit. The Security Trustee will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

14.6 Cumulative Powers

The powers which this Supplemental Debenture confers on the Security Trustee, the other Secured Parties and any Receiver appointed under this Supplemental Debenture 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 Trustee, the other Secured Parties 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 Trustee, the other Secured Parties 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

Each Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any person nominated for the purpose by the Security Trustee or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after the occurrence of an Event of Default which is continuing to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which is expressly required to execute and do under the terms

of this Supplemental Debenture, or which may be required to enable the exercise of any rights or powers conferred on the Security Trustee or any Receiver under this Supplemental Debenture or otherwise for any of the purposes of this Supplemental Debenture, and each Chargor covenants with the Security Trustee and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be 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 Trustee or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Trustee or any Receiver to exercise any of the powers conferred by this Supplemental Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such powers; 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 Trustee 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 Trustee or any Receiver.

17. COSTS AND EXPENSES

Clause 18 (*Costs and Expenses*) of the Facility Agreement shall apply to this Supplemental Debenture as if set out in full in this Supplemental Debenture, *mutatis mutandis*.

18. DISCHARGE AND RELEASE

18.1 Amounts Avoided

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided, reduced or set aside by virtue of any bankruptcy, insolvency, liquidation, administration of the relevant Chargor or otherwise, then for the purposes of this Supplemental Debenture that amount shall not be considered to have been paid and the liability of such Chargor under this Supplemental Debenture and the security constituted by this Supplemental Debenture shall continue. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

18.2 Discharge Conditional

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor 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 Supplemental Debenture) that Secured Party shall be entitled to recover from that Chargor 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 paid in full and none of the Security Trustee nor any Secured Party has any actual or contingent liability to advance further monies to or incur liability on behalf of any Chargor under the Finance Documents, the Security Trustee and each Secured Party shall, at the request and cost of any Chargor, promptly take any action including preparing and delivering all documents and instruments (including any termination or release letter or deed) and performing all acts or deeds (including returning title documents and any other document belonging to such Chargor and sending notifications to the account banks and counterparties to the Assigned Agreements) which are, in each case, necessary, desirable, or otherwise requested by any Chargor to release the Charged Property from the Security constituted by this Supplemental Debenture in a manner satisfactory to such Chargor.

18.4 Operating Accounts

At any time before the Security created by this Supplemental Debenture shall have become enforceable, in the absence of any directions from the Security Trustee to the contrary, any amounts permitted by the terms of the Finance Documents to be paid into an Operating Account shall upon payment into such account stand released from the fixed charge over Book Debts created pursuant to Clause 3.1(a) (*Fixed Security*) and shall stand subject to the floating charge created by Clause 3.3 (*Floating Charge*), provided that such release shall in no respect prejudice the continuance of the fixed charge created pursuant to Clause 3.1(a) (*Fixed Security*) in respect of all other Book Debts.

19. CURRENCY CLAUSES

19.1 Conversion

All monies received or held by the Security Trustee or any Receiver under this Supplemental Debenture may be converted into any other currency which the Security Trustee considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Trustee'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 Trustee (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the relevant Chargor in respect of which it was made unless and until the Security Trustee 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 Trustee shall have a further separate cause of action against the relevant Chargor and shall be entitled to enforce the Security constituted by this Supplemental Debenture to recover the amount of the shortfall.

20. SET-OFF

Clause 34 (*Set-Off*) of the Facility Agreement shall apply to this Supplemental Debenture as if set out in full in this Supplemental Debenture, *mutatis mutandis*.

21. RULING OFF

If the Security Trustee or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Facility Agreement) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor 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 relevant Chargor and not as having been applied in reduction of the Secured Obligations.

22. REDEMPTION OF PRIOR CHARGES

Subject to Clause 11.1 (*Enforcement Powers*), the Security Trustee may, at any time after an Event of Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged 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 each Chargor. Each Chargor will, upon a demand made in writing to it, pay to the Security Trustee all principal monies and interest and all losses incidental to any such redemption or transfer.

23. CHANGES TO PARTIES

23.1 Assignment by the Security Trustee

- (a) The Security Trustee may at any time assign or otherwise transfer all or any part of its rights and obligations under this Supplemental Debenture in accordance with the Finance Documents. Each Chargor shall, immediately upon being requested to do so by the Security Trustee, enter into such documents as may be necessary or desirable to effect such assignment or transfer.
- (b) The Security Trustee shall be entitled to disclose such information concerning each Chargor and this Supplemental Debenture as the Security Trustee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.
- (c) None of the rights and obligations of any Chargor under this Supplemental Debenture shall be capable of being assigned or transferred.

23.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties under Clause 25 (*Changes to Lenders*) of the Facility Agreement and authorises the Security Trustee to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

23.3 New Subsidiaries

Each of the Chargors will procure that any new Subsidiary of it which is required to do so by the terms of the Facility Agreement executes a Deed of Accession.

23.4 Consent of Chargors

- (a) Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 23.3 above and irrevocably appoints the Company as its agent for the purpose of executing any Deed of Accession on its behalf.
- (b) Each Chargor confirms that the execution of any Deed of Accession by a new Subsidiary will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), the Supplemental Debenture and that this Supplemental Debenture shall remain in full force and effect as supplemented by any such Deed of Accession.
- (c) Each Chargor further confirms that the execution of any other supplemental security document by a Chargor will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), the Supplemental Debenture and that the Supplemental Debenture shall remain in full force and effect as supplemented by any such supplemental security document.

24. MISCELLANEOUS

24.1 Certificates Conclusive

A certificate or determination of the Security Trustee as to any amount payable under this Supplemental Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

24.2 Counterparts

This Supplemental Debenture 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 Supplemental Debenture.

24.3 Invalidity of any Provision

If any provision of this Supplemental Debenture 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.

24.4 Failure to Execute

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

24.5 Notices

Any notice or other communication to be made or given under this Supplemental Debenture shall be made or given, and shall be deemed to have been received, in accordance with the provisions of Clause 35 (*Notices*) of the Facility Agreement.

25. GOVERNING LAW AND JURISDICTION

25.1 Governing Law

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with English law.

25.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle disputes between them and, accordingly, that they will not argue to the contrary.

25.3 Exclusive Jurisdiction

This Clause 25 (*Governing Law and Jurisdiction*) is for the benefit of the Security Trustee only. As a result and notwithstanding Clause 25.2 (*Convenient Forum*), it does not prevent the Security Trustee from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

THE CHARGORS

Name of Chargor	Registered Number	Registered Address
Phaidon International (UK) Ltd	05134675	21 Lombard Street, London, EC3V 9AH
Phaidon International (Overseas) Ltd	07505411	21 Lombard Street, London, EC3V 9AH

SCHEDULE 2

MATERIAL PROPERTIES

Registered land			
Address	Registered proprietor		Title number
None at the date of this Supplemental Debenture.			
Unregistered land			
Address	Document describing the Real Property		
	Date	Document	Parties
None at the date of this Supplemental Debenture.			

SCHEDULE 3



CHARGED ACCOUNTS

Part 1 – Blocked Accounts

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Phaidon International (UK) Ltd	HSBC UK Bank PLC 8 -14 Canada Square London E14 5HQ	██████████	██████████
Phaidon International (UK) Ltd	HSBC UK Bank PLC 8 -14 Canada Square London E14 5HQ	██████████	██████████
Phaidon International (UK) Ltd	HSBC UK Bank PLC 8 -14 Canada Square London E14 5HQ	██████████	██████████

Part 2 – Operating Accounts

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Phaidon International (UK) Limited	HSBC Bank plc, 8-14 Canada Square, London E14 5HQ	██████████	██████████
Phaidon International (UK) Limited	HSBC Bank plc, 8-14 Canada Square, London E14 5HQ	██████████	██████████
Phaidon International (UK) Limited	HSBC Bank plc, 8-14 Canada Square, London E14 5HQ	██████████	██████████
Phaidon International (UK) Limited	HSBC Bank plc, 8-14 Canada Square, London E14 5HQ	██████████	██████████
Phaidon International (UK) Ltd	HSBC Bank plc, 8-14 Canada Square, London E14 5HQ	██████████	██████████

Phaidon International (UK) Ltd	HSBC Bank plc, 8-14 Canada Square, London E14 5HQ		
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SCHEDULE 4

INSURANCE POLICIES

Chargor(s)	Insurer	Policy Number
Phaidon International (UK) Ltd Phaidon International (Overseas) Ltd	Hiscox Insurance Company Ltd via Hiscox Underwriting Ltd	Employers Liability: HU PIB 8097801
		General Liability Public and Product: HU PIB 8097796
		UK Property and Office Cover: HU PIB 8097796
		Professional Liability: HU PIB 8097796
	Hiscox Underwriting Limited/Hiscox SA	Cyber Insurance: HU PIB 8097799
	AIG Europe Limited	Travel Policy: 0010543848
	Travelers Insurance Designated Activity Company (UK Branch)	Crime Insurance: B1723UFIMP2150080
	SI Insurance (Europe) SA Travelers Insurance Designated Activity Company (UK Branch)	Directors & Officers Liability: B1723UFIMP2100073 Excess: B1723UFIMP2150079

SCHEDULE 5

INTELLECTUAL PROPERTY

Trademarks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Reg. Date	Mark text
Phaidon International (UK) Ltd	5543153	U.S. Trademarks	08/21/18	DSJ GLOBAL
Phaidon International (UK) Ltd	5858359	U.S. Trademarks	09/10/19	EPM SCIENTIFIC
Phaidon International (UK) Ltd	5547957	U.S. Trademarks	08/28/18	GLOCOMMS
Phaidon International (UK) Ltd	5552757	U.S. Trademarks	09/04/18	LVI ASSOCIATES
Phaidon International (UK) Ltd	5537892	U.S. Trademarks	08/14/18	SELBY JENNINGS
Phaidon International (UK) Ltd	5567896	U.S. Trademarks	09/25/18	PHAIDON INTERNATIONAL and Design
Phaidon International (UK) Ltd	5630123	U.S. Trademarks	12/18/18	PHAIDON
Phaidon International (UK) Ltd	3240696	U.K. Trademarks	09/22/17	GLOCOMMS
Phaidon International (UK) Ltd	3240691	U.K. Trademarks	10/13/17	EPM SCIENTIFIC
Phaidon International (UK) Ltd	3240686	U.K. Trademarks	09/22/17	SELBY JENNINGS

Trademarks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Reg. Date	Mark text
Phaidon International (UK) Ltd	3240681	U.K. Trademarks	09/22/17	DSJ GLOBAL
Phaidon International (UK) Ltd	3240678	U.K. Trademarks	09/22/17	LVI ASSOCIATES
Phaidon International (UK) Ltd	3240676	U.K. Trademarks	09/22/17	PHAIDON INTERNATIONAL and Design
Phaidon International (UK) Ltd	3240668	U.K. Trademarks	09/22/17	PHAIDON
Phaidon International (UK) Ltd	917715871	U.K. Trademarks	09/21/18	PHAIDON
Phaidon International (UK) Ltd	917715855	U.K. Trademarks	09/21/18	PHAIDON INTERNATIONAL and Design
Phaidon International (UK) Ltd	3466260	U.K. Trademarks	08/08/20	Figurative mark
Phaidon International (UK) Ltd	3466263	U.K. Trademarks	08/08/20	Figurative mark
Phaidon International (UK) Ltd	3466267	U.K. Trademarks	08/08/20	Figurative mark
Phaidon International (UK) Ltd	3466268	U.K. Trademarks	08/08/20	Figurative mark
Phaidon International (UK) Ltd	3466271	U.K. Trademarks	08/08/20	Figurative mark

Trademarks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Reg. Date	Mark text
Phaidon International (UK) Ltd	3466272	U.K. Trademarks	08/08/20	Figurative mark
Phaidon International (UK) Ltd	801380244	U.K. Trademarks	05/16/18	EPM SCIENTIFIC
Phaidon International (UK) Ltd	801380356	U.K. Trademarks	05/22/18	GLOCOMMS
Phaidon International (UK) Ltd	801380357	U.K. Trademarks	05/22/18	SELBY JENNINGS
Phaidon International (UK) Ltd	801380358	U.K. Trademarks	05/22/18	DSJ GLOBAL
Phaidon International (UK) Ltd	801380359	U.K. Trademarks	05/22/18	LVI ASSOCIATES
Phaidon International (UK) Ltd	304245525	Hong Kong	8/18/17	SELBY JENNINGS
Phaidon International (UK) Ltd	304245534	Hong Kong	8/18/17	EPM SCIENTIFIC
Phaidon International (UK) Ltd	304245606	Hong Kong	8/18/17	LVI ASSOCIATES
Phaidon International (UK) Ltd	304245543	Hong Kong	8/18/17	DSJ GLOBAL
Phaidon International (UK) Ltd	304245516	Hong Kong	8/18/17	GLOCOMMS

Trademarks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Reg. Date	Mark text
Phaidon International (UK) Ltd	304380688	Hong Kong	12/27/17	PHAIDON
Phaidon International (UK) Ltd	304380697	Hong Kong	07/27/17	PHAIDON INTERNATIONAL
Phaidon International (UK) Ltd	1398623	International (designating Switzerland, Singapore)	12/29/17	PHAIDON
Phaidon International (UK) Ltd	1400394	International (designating Switzerland, Singapore)	12/29/17	PHAIDON INTERNATIONAL and Design
Phaidon International (UK) Ltd	1380359	International (designating Switzerland, EU, Singapore)	10/20/17	LVI ASSOCIATES
Phaidon International (UK) Ltd	1380358	International (designating Switzerland, EU, Singapore)	10/20/17	DSJ GLOBAL
Phaidon International (UK) Ltd	1380357	International (designating Switzerland, EU, Singapore)	10/20/17	SELBY JENNINGS
Phaidon International (UK) Ltd	1380356	International (designating Switzerland, EU, Singapore)	10/20/17	GLOCOMMS
Phaidon International (UK) Ltd	1380244	International (designating Switzerland, EU, Singapore)	10/20/17	EPM SCIENTIFIC

Trademarks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Reg. Date	Mark text
Phaidon International (UK) Ltd	1068400	Canada	01/08/20	PHAIDON
Phaidon International (UK) Ltd	1068419	Canada	01/08/20	PHAIDON INTERNATIONAL and Design
Phaidon International (UK) Ltd	1068409	Canada	01/08/20	DSJ GLOBAL
Phaidon International (UK) Ltd	1068407	Canada	01/08/20	EPM SCIENTIFIC
Phaidon International (UK) Ltd	1068397	Canada	01/08/20	GLOCOMMS
Phaidon International (UK) Ltd	1068402	Canada	01/08/20	LVI ASSOCIATES
Phaidon International (UK) Ltd	1068384	Canada	01/08/20	SELBY JENNINGS
Phaidon International (UK) Ltd	017715871	E.U.	09/21/18	PHAIDON
Phaidon International (UK) Ltd	017715855	E.U.	09/21/18	PHAIDON INTERNATIONAL and Design
Patents				
Proprietor/ADP number		Patent number		Description
None at the date of this Debenture.				

SCHEDULE 6

ASSIGNED AGREEMENTS

Date of Relevant Contract	Parties	Details of Relevant Contract
4 April 2018	(1) The Target Sellers (as defined therein) (2) Phaidon International (Overseas) Limited as International Seller (3) Plato UK Bidco Limited as Bidco Buyer (4) Plato US Bidco LLC as International Buyer	Share Purchase Agreement in respect of the entire issued share capital in Phaidon Group Holdings Limited
4 April 2018	(1) Plato US Bidco LLC as Company (2) Phaidon International (Overseas) Limited as Holder	Note Instrument

SCHEDULE 7

FORMS OF NOTICES

Part 1

Form of Blocked Account Notice & Acknowledgement

Blocked Account Notice

[Date]

To: []

[]

Attention: []

Dear Sirs,

[*Company name*] (the "**Company**") hereby give notice to [*name of bank*] (the "**Bank**") that by a Deed of Supplemental Debenture dated 2021 (the "**Deed**"), the Company charged to Wells Fargo Capital Finance (UK) Limited as Security Trustee by way of first fixed charge all the Company's rights, title, interest and benefit in and to the following account(s) held with the Bank and all amounts standing to the credit of such account(s) from time to time:

Account No. [], sort code [];
Account No. [], sort code []; and
[Repeat as necessary].

(the "**Blocked Account(s)**").

Please acknowledge receipt of this letter by returning a copy of the attached letter on the Bank's headed notepaper with a receipted copy of this notice forthwith, to Wells Fargo Capital Finance (UK) Limited at 33 King William Street, London, United Kingdom, EC4R 9AT, Attention: Portfolio Manager – Phaidon and to the Company at the address given above, attention [●].

The attached acknowledgement letter constitutes our irrevocable instruction to you. Without prejudice to the generality thereof, we hereby agree in your favour to be bound by (i) the limitations on your responsibility under paragraph 2(b) of the acknowledgment letter, and (ii) the provisions of paragraph 2(d) of the acknowledgment letter, in each case as if we had signed it in your favour.

Yours faithfully

for and on behalf of
[*the relevant Chargor*]

Blocked Account Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

To: Wells Fargo Capital Finance (UK) Limited
(the "**Security Trustee**")
33 King William Street,
London, United Kingdom,
EC4R 9AT

Attention: Portfolio Manager – Phaidon

Dear Sirs,

[Name of Borrower] (the Company)

We *[insert name of Bank here]* (the "**Bank**") refer to the notice dated 2021 from the Company with respect to the fixed charge which it has granted to the Security Trustee over the Blocked Account(s) (the "**Notice**").

Terms not defined in this letter shall have the meanings given to them in the Notice.

The Bank hereby acknowledges that the Company has charged to the Security Trustee by way of a first fixed charge all of its rights, title, interest and benefit in and to the Blocked Account(s).

The Bank hereby irrevocably undertakes to the Security Trustee that until receipt by us of notice from the Security Trustee confirming that the Security Trustee no longer has any interest in the Blocked Account(s) we shall:

- (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Account(s) save for fees and charges payable to us for the operation of the Blocked Account(s);
- (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Blocked Account(s);
- (c) promptly send to the Security Trustee copies with respect to all the Blocked Account(s) of all statements and, if requested by the Security Trustee, copies of all credits, debits and notices given or made by us in connection with such account(s);
- (d) not permit or effect any withdrawal or transfer from the Blocked Account by or on behalf of the Company save for withdrawals and transfers requested by the Security Trustee pursuant to the terms of this letter;

- (e) comply with all instructions received by the Bank from the Security Trustee from time to time with respect to the conduct of the Blocked Account(s) provided that such instructions are given in accordance with the terms of this letter;
- (f) comply with all instructions received by the Bank from the Security Trustee from time to time with respect to the movement of funds from the Blocked Account(s) provided that:
 - (i) all instructions are received in writing, by facsimile, to us at facsimile number [•], attention: [•] or [in accordance with the relevant electronic banking system]; and
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission;
 - (iii) all instructions are given in compliance with the mandate entered into by the Security Trustee stipulating who may give instructions to us; and
 - (iv) to the extent that an instruction is given which would in our opinion cause the Blocked Account(s) to become overdrawn we will transfer the cleared balance in the account(s); and
- (g) (subject to paragraph 2 (a) below) effect the following transaction on a daily basis unless we receive written notice to the contrary in accordance with paragraph (f) above: the cleared balance of the Blocked Account(s) will be transferred into the account at [•] account number [•], sort code [•] in the name of Wells Fargo Capital Finance (UK) Limited.

2. The Security Trustee hereby acknowledges that:

- (a) the Bank shall not be obliged to comply with any instructions received from the Security Trustee or undertake the transactions set out in paragraph 1(g) above where:
 - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;

and in each case we shall, if legally possible, give notice thereof to the Company and the Security Trustee as well as reasons why we cannot comply with such instructions;

- (b) in the event that the Bank is unable to comply with any instructions due to circumstances set out in paragraph 2(a) we shall not be responsible for any loss caused to the Security Trustee or to the Company and in any event the Bank shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused);

- (c) that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to the Security Trustee by the Company other than as set out in the Notice and this letter. The Security Trustee further acknowledges that subject to the terms of this letter we shall not be liable to the Security Trustee in any respect if the Company operates the Blocked Account in breach of any agreement entered into by the Company with the Security Trustee; and
- (d) the Security Trustee irrevocably authorises the Bank to follow any instructions received from the Security Trustee in relation to the Blocked Account(s) from any person that we reasonably believe to be an authorised officer of the Security Trustee without further inquiry as to the Security Trustee's right or authority to give such instructions and we shall be fully protected in acting in accordance with such instructions.

We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to the Security Trustee shall be effectively delivered if sent by facsimile to the Security Trustee at number 0845 641 8889 or by post at the address at the top of this letter, in both cases marked for the attention of Portfolio Manager – Phaidon.

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law and all parties hereby submit to the jurisdiction of the English courts.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....

.....

for and on behalf of

for and on behalf of

[BANK]

**WELLS FARGO CAPITAL FINANCE
(UK) LIMITED**

acting in its capacity as Security Trustee

Part 2

Form of Operating Account Notice

[On Headed Notepaper of relevant Chargor]

[Date]

To: *[Bank name]*
[] Branch
[Address]

Attention: [●]

Dear Sirs,

[Company name] (the "**Company**") hereby give notice to *[name of bank]* (the "**Bank**") that by Deed of Supplemental Debenture dated [] 2021 (the "**Deed**"), the Company charged to Wells Fargo Capital Finance (UK) Limited as Security Trustee by way of floating charge all the Company's rights, title, interest and benefit in and to the following account(s) held with the Bank and all amounts standing to the credit of such account(s) from time to time:

Account No. [], sort code [];
Account No. [], sort code []; and
[Repeat as necessary].

(the "**Charged Accounts**").

Please acknowledge receipt of this letter.

Yours faithfully

for and on behalf of
[relevant Chargor]

Part 3

Form of Counterparty Notice

To: [insert name and address of counterparty]

Dated: [•]

Dear Sirs

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

We notify you that, [insert name of Chargor] (the "**Chargor**") has [charged in favour of]/[assigned to] Wells Fargo Capital Finance (UK) Limited (the "**Security Trustee**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of an Supplemental Debenture dated [•] 2021 (the "**Supplemental Debenture**").

We further notify you that:

1. Prior to receipt by you of a written notice from the Security Trustee specifying that an Event of Default (as defined in the Supplemental Debenture) has occurred and is continuing, the Chargor will continue to have the sole right to deal with you in relation to the Agreement (including any amendment, waiver or termination thereof).
2. Following receipt by you of a written notice from the Security Trustee specifying that an Event of Default has occurred under the Supplemental Debenture and is continuing (but not at any other time) the Chargor irrevocably authorises you:
 - (a) to pay all monies to which the Chargor is entitled under the Agreement direct to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect; and
 - (b) to disclose to the Security Trustee any information relating to the Agreement which the Security Trustee may from time to time request in writing.
3. The provisions of this notice may only be revoked or varied with the written consent of the Security Trustee and the Chargor.
4. Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not previously received notice (other than any notices which were subsequently irrevocably withdrawn) that the Chargor 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 Chargor 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
[Insert name of Chargor]

[On acknowledgement copy]

To: **Wells Fargo Capital Finance (UK) Limited**
33 King William Street,
London, United Kingdom,
EC4R 9AT
Attention: Portfolio Manager - Phaidon

Copy to: ***[Insert name address of Chargor]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 4(a) to (c) above.

for and on behalf of
[Insert name of Counterparty]

Dated: [•]

Part 4

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, [insert name of Chargor] (the "**Chargor**") has assigned to Wells Fargo Capital Finance (UK) Limited (the "**Security Trustee**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Policies as security for certain obligations owed by the Chargor to the Secured Parties by way of a Supplemental Debenture dated [•] 2021 (the "**Supplemental Debenture**").

We further notify you that:

1. Prior to receipt by you of a written notice from the Security Trustee specifying that an Event of Default (as defined in the Supplemental Debenture) has occurred and is continuing, the Chargor will continue to have the sole right to deal with you in relation to the Policies (including any amendment, waiver or termination thereof or any claims thereunder).
2. Following receipt by you of a written notice from the Security Trustee specifying that an Event of Default has occurred and is continuing (but not at any other time) the Chargor irrevocably authorises you:
 - (a) to pay all monies to which the Chargor is entitled under the Policies direct to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect; and
 - (b) to disclose to the Security Trustee any information relating to the Policies which the Security Trustee may from time to time request in writing.
3. The provisions of this notice may only be revoked or varied with the written consent of the Security Trustee and the Chargor.
4. Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not previously received notice (other than notices which were subsequently irrevocably withdrawn) that the Chargor 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

- (c) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, 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
[Insert name of Chargor]

[On acknowledgement copy]

To: **Wells Fargo Capital Finance (UK) Limited**
33 King William Street,
London, United Kingdom,
EC4R 9AT
Attention: Portfolio Manager – Phaidon

Copy to: ***[Insert name address of Chargor]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 4(a) to (c) above.

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

Dated: [•]

SCHEDULE 8

FORM OF DEED OF ACCESSION

THIS DEED OF ACCESSION is made on [•]

BETWEEN:

- (1) [•], a company incorporated in [England and Wales] with registered number [•] (the "**New Chargor**");
- (2) [**Phaidon International (UK) Limited**], a company incorporated in [England and Wales] with registered number [05134675] (the "**Company**") for itself and as agent for and on behalf of each of the other Chargors presently party to the Supplemental Debenture (as defined below); and
- (3) [**Wells Fargo Capital Finance (UK) Limited**] as security trustee for itself and the other Secured Parties (the "**Security Trustee**").

RECITAL:

This deed is supplemental to a Supplemental Debenture dated [•] between, amongst others, the Chargors named therein and the Security Trustee, as previously supplemented and amended by earlier Deeds of Accession (if any) (the "**Supplemental Debenture**").

Now **this deed witnesses** as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Supplemental Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Supplemental Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Supplemental Debenture were references to this deed.

2. Accession of New Chargor

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Supplemental Debenture with immediate effect and agrees to be bound by all of the terms of the Supplemental Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Finance Documents, the New Chargor as primary obligor covenants with the Security Trustee (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.

2.3 Fixed Security

The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Trustee with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) [by way of a first fixed charge:
 - (i) all of its right, title and interest in and to the Blocked Account(s) specified in Part 1 of Schedule 3 to this Deed and all monies standing to the credit of such Blocked Account(s) and the debts represented by them;
 - (ii) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the New Chargor (but excluding to the extent effectively charged to the Security Trustee pursuant to Clause 2.3(a)(i), the Blocked Account(s) specified in Part 1 of Schedule 3 to this Deed and any amounts standing to the credit thereof); and
 - (iii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in Clause 2.3(a)(ii);]
[INCLUDE IF NEW CHARGOR IS ALSO TO BE A BORROWER]
- (b) subject to the Intercreditor Agreement, by way of legal mortgage, all Material Property together with all buildings and fixtures on that Material Property; and
- (c) subject to the Intercreditor Agreement, by way of fixed charge (provided that such fixed charge shall not include its Investments and Shares and Related Share Rights):
 - (i) all other interests (not effectively charged under Clause 2.3(b) above) in any freehold property together with all buildings and fixtures on such property and the benefit of all other agreements relating to land;
 - (ii) all of its Intellectual Property and all corresponding Related Rights;
 - (iii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets and all corresponding Related Rights;
 - (iv) its goodwill and all corresponding Related Rights; and
 - (v) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements and all corresponding Related Rights.

2.4 Floating Charge

As further continuing security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) by way of floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.5 (*Security Assignment*), other than its Investments and Shares and all corresponding Related Share Rights.

2.5 Security Assignment

Subject to the Intercreditor Agreement, as further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Trustee all its rights, title and interest in the Assigned Agreements, provided that on payment and discharge in full of the Secured Obligations the Security Trustee will re assign the Assigned Agreements to the New Chargor (or as it shall direct) without delay and in a manner satisfactory to the New Chargor (acting reasonably). Subject to Clause 6.6 (*Assigned Agreements*) of the Supplemental Debenture, until the occurrence of an Event of Default which is continuing the New Chargor may continue to deal with the counterparties to the Assigned Agreements.

3. Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Supplemental Debenture.

4. Construction of Supplemental Debenture

The Supplemental Debenture and this deed shall be read together as one instrument on the basis that references in the Supplemental Debenture to "**this deed**" or "**this Supplemental Debenture**" will be deemed to include this deed.

5. Governing Law

This deed and any dispute, proceedings or claims of whatever nature arising out of or in connection with it shall be governed by and construed in accordance with English law and 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 (including a dispute regarding the existence, validity or termination of this deed).

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

Schedule 1

Material Properties

Registered land			
Address		Registered proprietor	Title number
[•]		[•]	[•]
Unregistered land			
Address	Document describing the Real Property		
	Date	Document	Parties
[•]	[•]	[•]	[•]

Schedule 2

Insurance

Chargor	Insurer and Address	Policy Number
[•]	[•]	[•]
[•]	[•]	[•]

Schedule 3

Charged Accounts

Part 1 – Blocked Accounts

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]

Part 2 – Operating Accounts

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]

Schedule 4

Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]
Part 4B - Patents				
Proprietor/ADP number	Patent number	Description		
[•]	[•]	[•]		
[•]	[•]	[•]		
[•]	[•]	[•]		

Schedule 5

Assigned Agreements

Date of Relevant Contract	Parties	Details of Relevant Contract
[•]	[•]	[•]

SIGNATORIES TO DEED OF ACCESSION

The New Chargor

EXECUTED as a **DEED** by)
Director, duly authorised for and on behalf of)
[•])
)

in the presence of:

Witness name:

Witness:.....

Witness address:.....

.....

.....

The Company

EXECUTED as a **DEED** by)
Director, duly authorised for and on behalf of)
[PHAIDON INTERNATIONAL (UK) LTD])
)

in the presence of:

Witness name:

Witness:.....

Witness address:.....

.....

.....

The Security Trustee

[WELLS FARGO CAPITAL FINANCE (UK) LIMITED]

By:

Name:

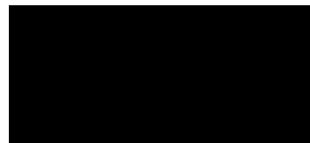
Title:

SIGNATORIES TO SUPPLEMENTAL DEBENTURE

The Chargors

EXECUTED as a **DEED** by
Director, duly authorised for and on behalf of
PHAIDON INTERNATIONAL
(UK) LTD

)
)
)
)



.....
JAMES SLIPPER

in the presence of:

Witness name:P.V. MCCARTHY

Witness:.....[REDACTED].....

Witness address:.....86 TWEED CL

.....SWINDON WILTS

.....SN25 1PX

EXECUTED as a **DEED** by
Director, duly authorised for and on behalf of
PHAIDON INTERNATIONAL
(OVERSEAS) LTD

)
)
)
)
).....

JAMES SLIPPER

in the presence of:

Witness name: P. J. MCCARTHY

Witness: [REDACTED]


Witness address: 86 TWEED CLOSE

SWINDON WILTS

SN25 1PX

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By: 

Name: Steven Chait

Title: Managing Director