

MR01

Particulars of a charge

232779/13



A fee is payable with this form
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✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08

WEDNESDAY



A21 14/08/2013 #174
COMPANIES HOUSE

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

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 5 1 7 2 5 2 0

Company name in full SGL (Holdings) Limited

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 9 0 8 2 0 1 3

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

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

Name Lloyds TSB Bank plc

Name

Name

Name

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

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

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

N/A.

5

Fixed charge or fixed security

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

☒ **Yes**

☐ **No**

6

Floating charge

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

☒ **Yes** Continue

☐ **No** Go to **Section 7**

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

☐ **Yes**

7

Negative Pledge

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

☒ **Yes**

☐ **No**

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8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP
on behalf of Lloyds TSB Bank Plc X

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

MR01

Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Elizabeth Poon

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000

**Certificate**

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

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

**Important information**

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

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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

**Further information**

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5172520

Charge code: 0517 2520 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th August 2013 and created by SGL (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2013.

P

Given at Companies House, Cardiff on 16th August 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

*Allen & Overy LLP
One Bishop's Square
London, E1 6AD
13th August 2013*

CONFIRMATORY SECURITY AGREEMENT

9 - AUGUST 2013

SURVITEC GROUP (FINANCE 3) LIMITED
(formerly known as Cyclonedrift Limited)

and

THE CHARGORS named herein

and

LLOYDS TSB BANK PLC

as the Security Agent

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THIS DEED is dated 9 August 2013 and is made

BETWEEN

- (1) **SURVITEC GROUP (FINANCE 3) LIMITED**, a company incorporated in England and Wales with registered number 7092763 (the **Parent**),
- (2) **THE COMPANIES** identified in Part I of Schedule 1 (each a **Current Chargor** and together the **Current Chargors**);
- (3) **LLOYDS TSB BANK PLC** as agent and trustee for the Secured Parties (the **Security Agent**)

BACKGROUND

- (A) Pursuant to a debenture dated 23 February 2010 as amended and supplemented by Deeds of Accession (as defined therein) and a confirmation security agreement dated 24 August 2011 (the **2011 Confirmation**) (the **Original Security Agreement**) between the Current Chargors and the Security Agent, the Current Chargors created Security over certain of their assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented)
- (B) The facilities agreement dated 28 January 2010 (as amended and restated from time to time) has been amended by an amendment and restatement agreement dated on or around the date of this Deed between, among others, the Parent and the Security Agent (the **Amendment and Restatement Agreement**).
- (C) The Parent, the Current Chargors and the Security Agent intend that the Security created by the Current Chargors under the Original Security Agreement and the 2011 Confirmation secures payment of the Secured Obligations (as defined below) but enter into this Deed in case they do not.
- (D) This Deed is supplemental to the Original Security Agreement and the 2011 Confirmation
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Interpretation

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Original Security Agreement applies to this Deed as though they were set out in full in this Deed except that references to "this Deed" in the Original Security Agreement are to be construed as references to this Deed.
- (c) (i) A Finance Document or other document or security includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other document or security, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility; and

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- (ii) a reference to any asset, unless the context otherwise requires, includes any present and future assets.
- (d) The Original Security Agreement the 2011 Confirmation and this Deed shall be read as one to this extent and so that references in each of the Original Security Agreement and the 2011 Confirmation to "this Security Agreement", "herein", and similar phrases shall be deemed to include this Deed

1.2 Definitions

In this Deed.

Acquisition Agreement has the meaning given to it in the Facilities Agreement.

Additional Chargor means a member of the Group which becomes a Chargor after the date of this Deed by executing a Deed of Accession.

Chargors means the Current Chargors and any Additional Chargor

Deed of Accession means a deed substantially in the form of Schedule 4 (Form of Deed of Accession)

Facilities Agreement means the facilities agreement dated 28 January 2010 (as amended and restated from time to time and most recently by the Amendment and Restatement Agreement) between, amongst others, the Parent, Survitec Group (Holdings) Limited and Lloyds TSB Bank plc as facility agent and security agent.

Finance Documents has the meaning given to it in the Facilities Agreement.

Fixtures means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery included in a Chargor's Mortgaged Property

Initial Mortgaged Property means in respect of a Chargor:

- (a) all Initial Chargeable Property charged under the terms of Clause 2.2(a) (Land), and
- (b) all freehold and leasehold property which a Chargor purports to mortgage or charge under this Deed including, without limitation, any freehold or leasehold property specified in Part 1 of Schedule 2 (Security Assets) opposite its name or in Part 1 of the schedule to any Deed of Accession by which a Chargor becomes a party to this Deed

Initial Chargeable Property means in respect of a particular Chargor.

- (i) any Real Property owned by that Chargor on the date on which it becomes a Chargor,
- (ii) any leasehold tenancy to which that Chargor is a party as a lessee on the date on which it becomes a Chargor where:
 - (a) the original contractual term of that leasehold tenancy is greater than 12 years,
 - (b) there is no prohibition on charging or assigning the Chargor's rights under that leasehold tenancy; and

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- (c) there is no requirement in respect of that leasehold tenancy that the Chargor offer to surrender the leasehold tenancy if the consent of the landlord is required to charge or assign the Chargor's rights under that leasehold tenancy.

Intellectual Property Rights means, in relation to any Chargor

- (a) any know-how, patent, trade mark, service mark, design, business name, domain name, topographical or similar right,
- (b) any copyright, data base or other intellectual property right, or
- (c) any interest (including by way of licence) in the above,

owned by it including, without limitation, any Intellectual Property Rights specified in Part 5 of Schedule 2 (Security Assets) or in Part 5 of the schedule to any Deed of Accession by which it became a party to this Deed, and in each case

- (i) excluding any right arising by way of any licence which cannot be secured under the terms of the relevant licensing agreement, and
- (ii) whether registered or not, and including any related application

Intercreditor Agreement means the intercreditor agreement dated 28 January 2010 between, amongst others, the Company, the Parent, the Facility Agent and the Security Agent in connection with, amongst other things, the Facilities Agreement

Liabilities has the meaning given to that term in the Intercreditor Agreement.

Mandatory Prepayment Account has the meaning given to it in the Facilities Agreement

Mortgaged Property means Initial Mortgaged Property and Subsequent Mortgaged Property

Party means a party to this Deed

Plant and Machinery means in relation to any Chargor all plant and machinery owned by it including any plant, machinery, computers, office equipment or vehicles specified in Part 3 of Schedule 2 (Security Assets) opposite its name or in Part 3 of the schedule to any Deed of Accession by which it became party to this Deed

Real Property means:

- (a) any freehold, leasehold or immovable property;
- (b) all buildings, erections and Fixtures on that property owned by the relevant Chargor, and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable in respect of those covenants.

Relevant Contract means in relation to any Chargor

- (a) any agreement specified in Part 4 of Schedule 2 (Security Assets) opposite its name or in Part 4 of the schedule to any Deed of Accession by which it became party to this Deed; and

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- (b) any other agreement to which a Chargor is a party (and which is material in the context of that Chargor's business in the opinion of the Security Agent (acting reasonably)) which each of the Parent and the Security Agent (each acting reasonably) has designated a Relevant Contract

Secured Obligations means all the Liabilities and all other present and future obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) at any time due, owing or incurred by any member of the Group (including each Chargor) to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

Secured Parties has the meaning given to that term in the Intercreditor Agreement.

Security has the meaning given to it in the Facilities Agreement.

Security Account means, in relation to any Chargor

- (a) its Mandatory Prepayment Accounts; and
- (b) any other account which it purports to charge under this Deed

Security Assets means all assets of each Chargor the subject of this Deed.

Subsequent Chargeable Property means.

- (a) any freehold property (together with any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold property) acquired by a Chargor after the date on which it becomes a Chargor;
- (b) any leasehold tenancy entered into by a Chargor as lessee after the date on which it becomes a Chargor where the original contractual term of that leasehold tenancy is greater than 12 years,
- (c) any assignment of a leasehold tenancy entered into by a Chargor as assignee after the date on which it becomes a Chargor with a then unexpired term of greater than 12 years, and
- (d) any renewal of an existing leasehold tenancy by a Chargor after the date on which it becomes a Chargor where the new term or renewal of that existing leasehold tenancy is greater than 12 years,

provided that, with respect to any leasehold tenancy set out in items (b), (c) and (d) above:

- (i) there is no prohibition on charging or assigning the Chargor's rights under that leasehold tenancy; and
- (ii) there is no requirement in respect of that leasehold tenancy that the Chargor offer to surrender the leasehold tenancy if the consent of the relevant landlord is required to charge or assign the Chargor's rights under that leasehold tenancy

Subsequent Mortgaged Property means all Subsequent Chargeable Property charged under the terms of Clause 2 2(b) (Land).

Transaction Security Document has the meaning given to it in the Facilities Agreement.

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2. CREATION OF SECURITY

2.1 General

- (a) All the Security created by this Deed:
 - (i) is created in favour of the Security Agent as agent and trustee for the Secured Parties,
 - (ii) is created over present and future assets of the Chargors;
 - (iii) is security for the payment, discharge and performance of all the Secured Obligations, and
 - (iv) is, where relevant, made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) Subject to paragraph (c) below, if a Chargor assigns an agreement or any rights with respect to an agreement under this Deed (or charges an agreement by way of a first fixed charge) and the assignment or charge breaches a term of that agreement, the assignment or charge will not take effect.
- (c) After any security created by this Deed has become enforceable, notwithstanding paragraph (b) above, in respect of any contract or agreement which is designated a Relevant Contract by the Security Agent, if the assignment or charge breaches a term of that contract or agreement because a third party's consent has not been obtained.
 - (i) (unless the Security Agent otherwise requires), the Chargor must, and each other Chargor must ensure that the Chargor will, use all reasonable endeavours to obtain the consent of the relevant third party as soon as reasonably practicable;
 - (ii) the assignment or charge will take effect once that consent is obtained; and
 - (iii) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.
- (d) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (e) All the security created under this Deed by a Current Chargor
 - (i) is created in case the Security created by the Original Security Agreement and the 2011 Confirmation does not secure all of the Secured Obligations, and
 - (ii) is created in addition to, and without prejudice to, the Security created by the Original Security Agreement and the 2011 Confirmation.
- (f) Where this Deed purports to create a first fixed Security in relation to a Current Chargor only, that Security will be a third ranking Security ranking subject to the equivalent Security created by the Original Security Agreement and the 2011 Confirmation until such time as the Security created by the Original Security Agreement and the 2011 Confirmation ceases to have effect.
- (g) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the 2011 Confirmation by a Current Chargor and the same asset or right is expressed to be assigned again under this Deed, that third assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the

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relevant Security created by the Original Security Agreement and the 2011 Confirmation ceases to have effect at a time when this Deed still has effect.

- (h) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (Security Assets) or in the schedule to any Deed of Accession (if any) by which any Chargor became party to this Deed does not affect the validity or enforceability of any security created by this Deed.

2.2 Land

- (a) Each Chargor charges:

- (i) immediately on becoming a party to this Deed by way of a first legal mortgage, all estates or interests in the Real Property specified in Part 1 of Schedule 2 (Security Assets) opposite its name or in Part 1 of the schedule to any Deed of Accession by which it became party to this Deed, in each case, identified as not requiring the consent of any landlord in order for Security over that interest to be created, and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use such Real Property; and
- (ii) subject to first obtaining the relevant landlord consent in accordance with Clause 6.8 (Consent), by way of first fixed charge all estates or interests in any such Initial Chargeable Property (including all estates or interests in the Real Property specified in Part 1 of Schedule 2 (Security Assets) opposite its name or in Part 1 of the schedule to any Deed of Accession by which it became party to this Deed in each case identified as requiring landlord consent) and such Security is deemed to be created on the date on which the relevant consent is obtained.

- (b) Each Chargor charges

- (i) immediately following obtaining any Subsequent Chargeable Property by way of first legal mortgage all estates or interests in any Subsequent Chargeable Property where the creation of Security in relation to such Subsequent Chargeable Property is not subject to any relevant landlord consent, and
- (ii) subject to obtaining the relevant landlord consent in accordance with Clause 6.8 (Consent), by way of first fixed charge all estates or interests in any such Subsequent Chargeable Property which requires landlord consent and such Security is deemed to be created on the date on which the relevant consent is obtained

- (c) Each Chargor charges (to the extent that they are not the subject of a mortgage under subparagraphs (a) or (b) above) by way of first fixed charge, all Initial Chargeable Property and Subsequent Chargeable Property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property.

2.3 Investments

- (a) Each Chargor charges by way of a first legal mortgage:

- (i) all shares in any member of the Group owned by it or held by any nominee on its behalf, this includes any specified in Part 2 of Schedule 2 (Security Assets) opposite its name or in Part 2 of the schedule to any Deed of Accession by which it became party to this Deed, and
- (ii) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf.

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- (b) A reference in this Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:

- (i) any dividend, interest or other distribution paid or payable;
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
- (iii) any right against any clearance system; and
- (iv) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment but excludes specifically any shares in a member of the Group incorporated in Scotland subject to specific fixed security in favour of the Security Agent under Scots law

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession

2.5 Credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Security Account it has with any person and the debt represented by that account.

2.6 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its insurances and all of its rights in connection with those amounts.
- (b) To the extent that they are not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above
- (c) Each Chargor charges by way of first fixed charge all amounts payable to it under or in connection with each of its other insurances and all of its rights in connection with those amounts.
- (d) A reference in this Clause 2.6 to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party

2.7 Other contracts

- (a) Subject to Clause 2.1(b) (General), each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:
 - (i) its Relevant Contracts;
 - (ii) any letter of credit issued in its favour; and
 - (iii) any bill of exchange or other negotiable instrument held by it

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- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment or the consent for assignment of that right has not been received, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right
- (c) To the extent that they do not fall within any other subclause of this Clause and are not effectively assigned under paragraph (a) or (b) above, each Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party

2.8 Intellectual property

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights, this includes any specified in Part 5 of Schedule 2 (Security Assets) opposite its name or in Part 5 of the schedule to any Deed of Accession by which it became party to this Deed

2.9 Miscellaneous

Each Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital.

2.10 Floating charge

- (a) Each Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed and, for the avoidance of doubt, by way of a first floating charge all of its assets situated in Scotland or otherwise subject to Scots law.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert (to the extent permitted by law) the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) any security created by this Deed has become enforceable,
 - (ii) the Security Agent considers (acting reasonably) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
 - (iii) that Chargor fails to comply, or takes or threatens to take any action which is reasonably likely to result in it failing to comply with its obligations under Clause 3(a) (Restrictions on Dealings).

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- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A to the Insolvency Act 1986.
- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically (to the extent permitted by law) convert into a fixed charge over all of each Chargor's assets:
 - (i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator by a person who is entitled to do so, or
 - (ii) on the convening of any meeting of the members of that Chargor to formally consider a resolution to wind that Chargor up (or not to wind that Chargor up)
- (e) The floating charge created under this Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under this Deed or any other Finance Document.
- (g) Any Security created by a Scots law governed floating charge granted by a Chargor in favour of the Security Agent shall rank ahead of:
 - (i) the floating charge created by paragraph (a) above; and
 - (ii) each other floating charge or fixed charge (other than a fixed charge governed by Scots law) granted by that Chargor,in each case, in so far as they create charges over assets situated in Scotland or otherwise governed by Scots law.
- (h) The floating charge created under this deed shall not apply to leasehold tenancies where.
 - (i) there is a prohibition on charging or assigning the Chargor's rights under that leasehold tenancy; and
 - (i) there is a requirement in respect of that tenancy that the Chargor offer to surrender the leasehold tenancy if the consent of the relevant landlord is required to charge or assign the Chargor's rights under that leasehold tenancy

3. RESTRICTIONS ON DEALINGS

No Chargor may

- (a) create or allow to exist any Security on any of its assets, or

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- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

unless permitted under any Finance Document

4. COVENANT TO PAY

Each Chargor must pay or discharge the Secured Obligations in the manner provided for in the Finance Documents.

5. NOTICES OF ASSIGNMENT

Each Chargor must:

- (a) within five Business Days of the date of this Deed, serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of Letter for Relevant Contracts), on each of the other parties to the Acquisition Agreement;
- (b) after this Security has become enforceable, if instructed by the Security Agent, immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of Letter for Relevant Contracts), on each of the other parties to each of its Relevant Contracts which have been assigned in accordance with this Deed; and
- (c) use all reasonable endeavours to procure that each of those other parties to whom notice is delivered pursuant to paragraph (c) above acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of Letter for Relevant Contracts).

6. LAND

6.1 Title

Each Chargor represents and warrants to each Secured Party that:

- (a) it is the legal and beneficial owner of its Mortgaged Property; and
- (b) nothing is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or registered dispositions over its Mortgaged Property.

6.2 Compliance with leases and covenants

Each Chargor must not do or allow to be done any act as a result of which any lease comprised in its Mortgaged Property may become liable to forfeiture or otherwise be terminated

6.3 Acquisitions

If a Chargor acquires any Real Property after the date of this Deed which is Subsequent Mortgaged Property, it must:

- (a) promptly notify the Security Agent;
- (b) subject to Clause 6.8 (Consent) below (if applicable), promptly on request by the Security Agent (such request not to be made by the Security Agent more than once in any six month period) and at the cost of that Chargor, execute and deliver to the Security Agent a legal

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mortgage in favour of the Security Agent of that property in any form (consistent with this Deed) which the Security Agent may reasonably require;

- (c) if the title to that freehold or leasehold property is registered at H M Land Registry or required to be so registered, give H.M Land Registry written notice of this Security; and
- (d) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H M. Land Registry.

6.4 Notices

Each Chargor must, as soon as reasonably practicable after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to its Mortgaged Property (or any part of it) which would or would be reasonably likely to have a material adverse effect on the value, saleability or use of any of the Mortgaged Property

- (a) deliver a copy to the Security Agent; and
- (b) if this Security has become enforceable inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement.

6.5 Leases

No Chargor may in respect of its Mortgaged Property (or any part of it)

- (a) grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy;
- (b) agree to any surrender of any lease or tenancy in respect of which the relevant Chargor is the landlord, or
- (c) commence any forfeiture proceedings in respect of any lease or tenancy,

except as permitted under the Facilities Agreement.

6.6 H.M. Land Registry

- (a) Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [●] in favour of [●] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer. (Standard form P)"

- (b) Each Chargor applies to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at H.M Land Registry

"The lenders under a facilities agreement dated [●] between, amongst others, [the Parent], [●] as facility agent and [●] as security agent are under an obligation (subject to the terms of that facilities agreement) to [the Parent] to make further advances and the security agreement referred to in the charges register dated [●] in favour of [●] (as agent and trustee for the Secured Parties referred to in that security agreement) secures those further advances."

EXECUTION VERSION

6.7 Deposit of title deeds

Each Chargor must deposit with the Security Agent promptly following a reasonable request all deeds and documents of title within its possession or control relating to its Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents relating to its Mortgaged Property received by it or on its behalf and within its possession or control.

6.8 Consent

- (a) Subject to paragraph (b) below, each Chargor shall use reasonable endeavours to obtain any landlord consent required to grant any Security over Initial Chargeable Property or Subsequent Chargeable Property pursuant to Clause 2.2 (Land), provided that the relevant Chargor will be deemed to have complied with that reasonable endeavours obligation if such Chargor

- (i) seeks the consent of the relevant landlord during negotiations in respect of a leasehold tenancy but following that seeking of consent concludes, acting reasonably, that to continue to seek such consent would prejudice the commercial terms or conclusion of the relevant lease in any material respect; or
- (ii) uses reasonable endeavours to obtain consent from the relevant landlord following the entry into of that leasehold tenancy.

- (b) For the purposes of this Clause 6.8 (Consent), the obligation to use **reasonable endeavours** to obtain any landlord consent and/or the requirement to grant Security so far as reasonably practicable shall not require any Chargor to

- (i) take legal action (including against any landlord) or threaten to do so, or
- (ii) incur material costs or damage the commercial relationship (or prejudice the commercial terms of the relevant lease) in any material respect with the relevant landlord,

for the purpose of obtaining such consent.

- (c) If a Chargor has used its reasonable endeavours to obtain the consent of a landlord (other than in the circumstances set out in paragraph (a)(i) above) and that Chargor has not been able to obtain such consent within 90 days of requesting such consent, its obligation to obtain consent shall cease on the expiry of that 90 day period.

6.9 Power to remedy

If a Chargor fails to perform any action which it is obliged to take under this Deed affecting its Mortgaged Property, that Chargor must allow the Security Agent or its agents and contractors (in each case acting reasonably):

- (a) if the Security Agent reasonably considers it necessary having consulted with the relevant Chargor, to enter any part of its Mortgaged Property, and
- (b) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, stipulation or term or to comply with or object to any notice served on that Chargor in respect of its Mortgaged Property

That Chargor must promptly on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors reasonably incurred in connection with any action taken by it under this Subclause.

EXECUTION VERSION

7. INCORPORATION

The provisions of clause 3 (Representations and warranties - General) and clauses 6 (Investments) to 25 (Enforcement) (inclusive) (other than clauses 9.2 (Notices of assignment), 20.1 (Covenant to Pay), 23 (Counterparts) and 24 (Governing Law)) and the schedules referred to therein of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

8. SECURITY CONFIRMATION

Each Current Chargor confirms its intention that:

- (a) any Security created by it under the Original Security Agreement and the 2011 Confirmation extends to the obligations of the Obligors under the Finance Documents (including the Facilities Agreement) subject to any limitations set out in the Original Security Agreement and the 2011 Confirmation,
- (b) the obligations of an Obligor arising under the Facilities Agreement are included in the Secured Obligations (as defined in the Original Security Agreement), subject to any limitations set out in the Original Security Agreement and the 2011 Confirmation; and
- (c) the Security created under the Original Security Agreement and the 2011 Confirmation continues in full force and effect on the terms of the Original Security Agreement and the 2011 Confirmation.

9. MISCELLANEOUS

This Deed is intended to be a Transaction Security Document

10. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument

11. GOVERNING LAW

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

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

EXECUTION VERSION

SCHEDULE 1

PART 1

THE CURRENT CHARGORS

SGL (Finance) Limited

Jurisdiction of Incorporation:	England and Wales
Registered Number:	5172976
Address for notices:	1-5 Beaufort Road, Birkenhead, Merseyside, CH41 1HQ

SGL (Holdings) Limited

Jurisdiction of Incorporation:	England and Wales
Registered Number:	5172520
Address for notices:	1-5 Beaufort Road, Birkenhead, Merseyside, CH41 1HQ

Survitec Group Limited

Jurisdiction of Incorporation:	England and Wales
Registered Number	905173
Address for notices:	1-5 Beaufort Road, Birkenhead, Merseyside, CH41 1HQ

SGL Limited

Jurisdiction of Incorporation:	England and Wales
Registered Number	5120404

EXECUTION VERSION

Address for notices: 1-5 Beaufort Road,
Birkenhead,
Merseyside,
CH41 1HQ

Survitec Group (Finance 3) Limited

Jurisdiction of Incorporation: England and Wales
Registered Number 7092763
Address for notices 1-5 Beaufort Road,
Birkenhead,
Merseyside,
CH41 1HQ

Survitec Group (Holdings) Limited

Jurisdiction of Incorporation: England and Wales
Registered Number: 7084204
Address for notices 1-5 Beaufort Road,
Birkenhead,
Merseyside,
CH41 1HQ

Survitec Service and Distribution Limited

Jurisdiction of Incorporation: England and Wales
Registered Number: 000553893
Address for notices: 1-5 Beaufort Road,
Birkenhead,
Merseyside,
CH41 1HQ

Survitec Global Solutions Limited

Jurisdiction of Incorporation: England and Wales
Registered Number: 08374445
Address for notices: 1-5 Beaufort Road,
Birkenhead,
Merseyside,

EXECUTION VERSION

CH41 1HQ

Survitec Group International Limited

Jurisdiction of Incorporation: England and Wales
Registered Number: 08375460
Address for notices: 1-5 Beaufort Road,
Birkenhead,
Merseyside,
CH41 1HQ

Seawweather Holdings Limited (formerly Parker Knight Holdings Limited)

Jurisdiction of Incorporation: England/Wales
Registered Number: 01884158
Address for notices: Seawweather Holdings Limited
1-5 Beaufort Road
Birkenhead
CH41 1HQ

Seawweather Aviation Services Limited

Jurisdiction of Incorporation: England/Wales
Registered Number: 01981216
Address for notices: Seawweather Aviation Services Limited
1-5 Beaufort Road
Birkenhead

CH41 1HQ

Seawweather Marine Services Limited

Jurisdiction of Incorporation: England/Wales
Registered Number: 01295131
Address for notices: Seawweather Marine Services Limited
1-5 Beaufort Road
Birkenhead

CH41 1HQ

EXECUTION VERSION

SCHEDULE 2
SECURITY ASSETS
PART 1
REAL PROPERTY

Freehold Property

Charging Company	County and District (or London Borough)	Address or Description	Title No.
Survitec Group Limited	Wirral, Merseyside	Land and premises at 1, 2 and 3 Beaufort Road, Birkenhead	MS278694

Leasehold Property

None Specified.

EXECUTION VERSION

PART 2

SHARES

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Survitec Group (Finance 3) Limited	Survitec Group (Holdings) Limited	N/A	Ordinary	1,520,001
Survitec Group (Holdings) Limited	SGL Limited	N/A	Ordinary A	26,596,629
SGL Limited	SGL (Finance) Limited	N/A	Ordinary	26,446,632
SGL (Finance) Limited	SGL (Holdings) Limited	N/A	Ordinary	53,267,148
SGL (Holdings) Limited	Survitec Group Limited	N/A	Ordinary	11,775,518
Survitec Group Limited	Seaweather Holdings Limited	N/A	Ordinary	9,602
Seaweather Holdings Limited	Seaweather Marine Services Limited	N/A	Ordinary	9,500
Seaweather Holdings Limited	Seaweather Aviation Services Limited	N/A	Ordinary	10,000
Survitec Group Limited	Survitec Service & Distribution Limited	N/A	Ordinary	250,000
Survitec Group Limited	Survitec Global Solutions Limited	N/A	Ordinary	1
Survitec Group Limited	Survitec Group International Limited	N/A	Ordinary	1

EXECUTION VERSION

PART 3

SPECIFIC PLANT AND MACHINERY

None specified at the date of this Deed

PART 4

RELEVANT CONTRACTS

Chargor	Description
Survitec Group (Holdings) Limited	The Acquisition Agreement.
Survitec Group (Finance 3) Limited	The loan agreement between the Parent as lender and Survitec Group (Holdings) Limited as borrower
SGL (Holdings) Limited	The loan agreement between SGL (Holdings) Limited as lender and Survitec Group Limited as borrower
Survitec Group Limited	The loan agreement between Survitec Group Limited as lender and Eurovinil S p.A. as borrower
Survitec Group Limited	The loan agreement between Survitec Group Limited as lender and DSB Deutsche Schlauchboot GmbH (formerly known as DSB Deutsche Schlauchboot GmbH & Co KG) as borrower
Survitec Group Limited	The loan agreement between Survitec Group Limited as lender and Aquapro International Limited as borrower.
Survitec Group Limited	The four loan agreements between Survitec Group Limited as lender and Survitec Survival Products, Inc as borrower.
Survitec Group Limited	The two loan agreements between Survitec Group Limited as lender and Survitec Group (USA), Inc as borrower.
Survitec Group Limited	The loan agreement between Survitec Group Limited as lender and RFD Beaufort Inc as borrower.
Survitec Group Limited	The three loan agreements between Survitec Group Limited as lender and RFD New Zealand Limited as borrower.
Survitec Group Limited	The loan note between Survitec Group Limited and DSB Deutsche Schlauchboot GmbH (formerly known as DSB Deutsche Schlauchboot GmbH & Co KG)

PART 5

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Case No.	Applicant	Registered	W42832/12	02-Mar-1992	2040528	15-Jul-1993	12 International
T01940	AEROCONICAL	Germany	GQPAR	Survitec Group Limited	Registered	W42832/12	02-Mar-1992
T13975	AGILE	United States of America	SURVI	Survitec Group Limited	Registered	76/547801	25-Sep-2003
T13974	AGILE	United Kingdom	SURVI	Survitec Group Limited	Registered	2341880	27-Aug-2003
T02575	BEAUFORT	Australia	SURVI	Survitec Group Limited	Registered	299995	30-Aug-1976
T03003	BEAUFORT	United Kingdom	SURVI	Survitec Group Limited	Registered	1091663	27-Feb-1978
T02610	BEAUFORT	Sweden	SURVI	Survitec Group Limited	Registered	76-3879	25-Aug-1976
T02609	BEAUFORT	South Africa	SURVI	Survitec Group Limited	Registered	78/5721	28-Nov-1978
T02608	BEAUFORT	South Africa	SURVI	Survitec Group Limited	Registered	78/5722	28-Nov-1978
T02604	BEAUFORT	Norway	SURVI	Survitec Group Limited	Registered	76/2223	27-Aug-1976
T02593	BEAUFORT	France	SURVI	Survitec Group Limited	Registered	226139	02-Sep-1976

Item No.	Item Name	Country	Company Name	Registered	Trademark No.	Registration Date	Expiry Date	Classification
T02596	BEAUFORT	Germany	SURVI	Registered	B56735/9WZ	27-Aug-1976	961677	00 Default Goods, 09 National,
T14413	MARIN-ARK	Hong Kong	SURVI	Registered	300937116	20-Aug-2007	300937116	09 International,
T14407	MARIN-ARK	China (People's Republic)	SURVI	Registered	6230868	20-Aug-2007	6230868	09 International,
T14419	RFD device	China (People's Republic)	SURVI	Registered	6230846	20-Aug-2007	6230846	12 International,
T14412	RFD device	Hong Kong	SURVI	Registered	300937107	20-Aug-2007	300937107	07 International, 09 International, 12 International, 13 International,
T11622	RFD stylised	New Zealand	SURVI	Registered	224577	02-Feb-1993	224577	00 Default Goods, 09 National,
T11622	RFD stylised	Portugal	SURVI	Registered	290402	23-Mar-1993	290402	00 Default Goods, 09 National,
T11621	RFD stylised	United States of America	SURVI	Registered	74/402716	17-Jun-1993	1860741	00 Default Goods, 09 National,
T11621	RFD stylised	Canada	SURVI	Registered	722378	09-Feb-1993	440863	00 Default Goods,
T02605	SEAFARER	Norway	SURVI	Registered			84440	00 Default Goods, 12 National,
T14410	SEAFARER	China (People's Republic)	SURVI	Registered	6230850	20-Aug-2007	6230850	09 International,
T14416	SEAFARER	Hong Kong	SURVI	Registered	300937080	20-Aug-2007	300937080	09 International, 12 International,
T14423	SEAFARER	China (People's Republic)	SURVI	Registered	6230849	20-Aug-2007	6230849	12 International,
T02594	SEAFARER	France	WARD	Registered		01-Aug-1968	1474361	12 International

T02591	SEAFARER	Finland	WARD	Survitec Group Limited	Registered	3956/71	26-Jul-1971	63379	16-Jan-1975	12 International
T02588	SEAFARER	Canada	SURVI	Survitec Group Limited	Registered	362550	21-Mar-1973	195223	02-Nov-1973	00 Default Goods,
T02602	SEAFARER	Malaysia	SURVI	Survitec Group Limited	Registered	M/59959	28-Jun-1972	M/59959	28-Jun-1972	00 Default Goods, 12 National,
T02607	SEAFARER	Singapore	SURVI	Survitec Group Limited	Registered	B55162	28-Jun-1972	B55162	28-Jun-1972	00 Default Goods, 12 National,
T02611	SEAFARER	Sweden	SURVI	Survitec Group Limited	Registered	3062/71	28-Jul-1971	141787	19-Jan-1973	00 Default Goods, 12 National,
T14417	SEAMASTER	Hong Kong	SURVI	Survitec Group Limited	Registered	300937099	20-Aug-2007	300937099	20-Aug-2007	09 International, 12 International,
T14424	SEAMASTER	China (People's Republic)	SURVI	Survitec Group Limited	Registered	6230871	20-Aug-2007	6230871	28-Jan-2010	12 International,
T14411	SEAMASTER	China (People's Republic)	SURVI	Survitec Group Limited	Registered	6230872	20-Aug-2007	6230872	21-Mar-2010	09 International,
T02606	SEAMASTER	Norway	SURVI	Survitec Group Limited	Registered	107952	26-Jul-1971	90262	07-Feb-1974	00 Default Goods, 12 National,
T02589	SEAMASTER	Canada	SURVI	Survitec Group Limited	Registered	369893	14-Nov-1973	201318	23-Aug-1974	00 Default Goods,
T14408	SEASAVA	China (People's Republic)	SURVI	Survitec Group Limited	Registered	6230851	20-Aug-2007	6230851	21-Mar-2010	09 International,
T14414	SEASAVA	Hong Kong	SURVI	Survitec Group Limited	Registered	300937062	20-Aug-2007	300937062	20-Aug-2007	09 International, 12 International,
T07025	SURVITEC	Hong Kong	SURVI	Survitec Group Limited	Allowed	301758330	09-Nov-2010			09 International, 13 International, 19 International, 25 International, 37 International, 42 International,

T07025	SURVITEC	European Community	SURVI	Survitec Group Limited	Registered	0009495417	04-Nov-2010	009495417	03-May-2011	09 International, 19 International, 25 International, 37 International, 42 International,
T14422	SURVIVA	China (People's Republic)	SURVI	Survitec Group Limited	Registered	6230873	20-Aug-2007	6230873	28-Jan-2010	12 International,
T14409	SURVIVA	China (People's Republic)	SURVI	Survitec Group Limited	Registered	6230869	20-Aug-2007	6230869	14-Jan-2011	09 International,
T14415	SURVIVA	Hong Kong	SURVI	Survitec Group Limited	Registered	300937071	20-Aug-2007	300937071	20-Aug-2007	09 International, 12 International,

SCHEDULE 3
FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: Lloyds TSB Bank plc
as Security Agent
(as defined below)

[Date]

Dear Sirs,

Confirmatory Security Agreement dated [●] 2013 between Survitec Group (Finance 3) Limited as the Parent, the Chargors named therein and Lloyds TSB Bank plc as the Security Agent (the Confirmatory Security Agreement)

This letter constitutes notice to you that under the Confirmatory Security Agreement, each of the companies listed at the end of this notice as chargors (together the **Chargors**) has assigned in favour of Lloyds TSB Bank Plc as agent and trustee for the Secured Parties referred to in the Confirmatory Security Agreement (the **Security Agent**) as first priority assignee all of its rights in respect of [insert details of Relevant Contract(s)] (the **Relevant Contract[s]**).

On behalf of each of the Chargors, we confirm that:

- (a) the relevant Chargor will remain liable under [the] [each] Relevant Contract to perform all the obligations assumed by it under [the] [that] Relevant Contract, and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [the] [any] Relevant Contract

The relevant Chargor will also remain entitled to exercise all of its rights under [the] [each] Relevant Contract and you should continue to give notice under [the] [each] Relevant Contract to the relevant Chargor, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all of its rights will be exercisable by, and notices must be given to, the Security Agent or as it directs.

Please note that each of the Chargors has agreed that it will not amend or waive any term of or terminate [any of] the Relevant Contract[s] without the prior consent of the Security Agent

The instructions in this letter may not be revoked or amended without the prior written consent of both the Security Agent and the Parent.

Please send to the Security Agent at Lloyds TSB Bank plc, 10 Gresham Street, London EC2V 7AE, Attn. Deion Fox/Joe Knight with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or any [other] Chargor and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

This letter and any non-contractual obligations arising out of or in connection with it is governed by English law

Yours faithfully,

.....
(Authorised signatory)

For [the Parent]
for itself and as agent
for each of the [other] Chargors named below

CHARGORS

[the Parent]
[list [other] Chargors]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To [Security Agent]

Copy [the Parent]

[Date]

Dear Sirs,

Confirmatory Security Agreement dated [●] 2013 between Survitec Group (Finance 3) Limited as the Parent, the Chargors named therein and others and Lloyds TSB Bank plc as the Security Agent (the Confirmatory Security Agreement)

We confirm receipt from **Survitec Group (Finance 3) Limited** (the Parent) on behalf of certain chargors (the **Chargors**) of a notice (the Notice) dated [●] of an assignment on the terms of the Confirmatory Security Agreement of all of each Chargor's rights in respect of [insert details of the Relevant Contract(s)] (the **Relevant Contract[s]**)

We confirm that we

- (b) accept the instructions contained in the Notice and agree to comply with the Notice;
- (c) have not received notice of the interest of any third party in [any of] the Relevant Contract[s];

Following notice from the Security Agent to us that the Security under the Confirmatory Security Agreement has become enforceable, we confirm that we:

- (a) undertake to notify you of any breach by any Chargor of [any of] the Relevant Contract[s] and to allow you or any of the other Secured Parties referred to in the Confirmatory Security Agreement) to remedy that breach, and
- (b) we undertake not to [amend or waive any term of or] terminate [any of] the Relevant Contract[s] on request by the Parent or any of the [other] Chargors without your prior written consent.

This letter and any non-contractual obligations arising out of or in connection with are governed by English law.

Yours faithfully,

.....
(Authorised signatory)

[Counterparty]

It ,

SCHEDULE 4

FORM OF DEED OF ACCESSION

THIS DEED is dated [●]

BETWEEN

- (1) [●] (registered number [●]) with its registered office at [●] (the **Additional Chargor**),
- (2) [●] for itself and as agent for each of the [other] Chargors under and as defined in the Confirmatory Security Agreement referred to below (the **Parent**), and
- (3) [●] as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the **Security Agent**)

BACKGROUND:

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of [the Parent]
- (B) The Parent has entered into a security agreement dated [●], 2013 (the **Confirmatory Security Agreement**) between the Parent, the other Chargors under and as defined in the Confirmatory Security Agreement and the Security Agent.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Confirmatory Security Agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) Terms defined in the Confirmatory Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document
- (b) For the purposes of this Deed any terms particular to Scots law shall be construed in accordance with Scots law

2. ACCESSION

With effect from the date of this Deed, the Additional Chargor

- (a) will become a party to the Confirmatory Security Agreement as a Chargor, and
- (b) will be bound by all the terms of the Confirmatory Security Agreement which are expressed to be binding on a Chargor

3. SECURITY

- (a) Paragraphs (b) to (h) below apply without prejudice to the generality of Clause 2 (Accession) of this Deed.
- (b) Any security created by this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets;
 - (iii) is security for the payment, discharge and performance of all the Secured Obligations, and
 - (iv) is made, where relevant, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (c) If the Additional Chargor assigns an agreement or any rights with respect to an agreement under this Deed (or charges an agreement by way of a first fixed charge) and the assignment or charge breaches a term of that agreement, the assignment or charge will not take effect
- (d) The Security Agent holds the benefit of this Deed on trust for the Secured Parties
- (e) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of any security created by this Deed
- (f) The Additional Chargor:
 - (i) immediately on becoming a party to this Deed by way of a first legal mortgage all estates or interests in the Real Property owned by it including, without limitation, those specified in Part 1 of the schedule to this Deed, in each case, identified as not requiring the consent of any landlord in order for Security over that interest to be created, and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use such Real Property;
 - (ii) subject to first obtaining the relevant landlord consent in accordance with Clause 6.8 (Consent) of the Confirmatory Security Agreement, by way of first fixed charge all estates or interests in any such Initial Chargeable Property (including all estates or interests in the Real Property specified in Part 1 of the schedule to this Deed, identified as requiring landlord consent) and such Security is deemed to be created on the date on which the relevant consent is obtained,
 - (iii) charges by way of a first legal mortgage all shares owned by it (other than any shares in a member of the Group incorporated in Scotland subject to specific fixed security in favour of the Security Agent) including, without limitation, those specified in Part 2 of the schedule to this Deed,
 - (iv) charges by way of a first fixed charge all plant, machinery, computers, office equipment or vehicles owned by it including, without limitation, those specified in Part 3 of the schedule to this Deed;
 - (v) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the following:
 - (A) its Relevant Contracts;

- (B) any letter of credit issued in its favour; and
 - (C) any bill of exchange or other negotiable instrument held by it,
- including, without limitation, those specified in Part 4 of the schedule to this Deed,
- (vi) To the extent that any right described in paragraph (v) above is not assignable or capable of assignment or the consent for assignment of that right has not been received, the assignment of that right purported to be effected by paragraph (v) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
 - (vii) To the extent that they do not fall within any other Subclause of this Clause and are not effectively assigned under paragraph (v) or (vi) above, each Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party
 - (viii) charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights including, without limitation, those in Part 5 of the schedule to this Deed which constitutes all Intellectual Property Rights which are material to its business, and
 - (ix) charges by way of a floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged or charged or assigned and, for the avoidance of doubt, by way of a first floating charge all of its assets situated in Scotland or otherwise subject to Scots law
- (g) The Additional Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M Land Registry.
- "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement referred to in the charges register dated [●] in favour of [●] (as agent and trustee for the Secured Parties referred to in that security agreement) or its conveyancer."
- (h) The Additional Chargor applies to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at H M Land Registry:
- "The Lenders under a facilities agreement dated [●] between, amongst others, [the Parent], [●] as facility agent and [●] as security agent are under an obligation (subject to the terms of that facilities agreement) to [the Parent (and others)] to make further advances and the security agreement referred to in the charges register dated [●] in favour of [●] (as agent and trustee for the Secured Parties referred to in that security agreement) secures those further advances "
- (i) The floating charge created under this Deed shall not apply to leasehold tenancies where:
- (i) there is a prohibition on charging or assigning the Additional Chargor's rights under that leasehold tenancy; and
 - (ii) there is a requirement in respect of that tenancy that the Additional Chargor offer to surrender the leasehold tenancy if the consent of the relevant landlord is required to charge or assign the Additional Chargor's rights under that leasehold tenancy.

4. MISCELLANEOUS

With effect from the date of this Deed:

- (a) the Confirmatory Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed),
- (b) any reference in the Confirmatory Security Agreement to this Deed and similar phrases will include this Deed and all references in the Confirmatory Security Agreement to the Schedule (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it), and
- (c) the Parent, for itself and as agent for each of the [other] Chargors under the Confirmatory Security Agreement, agrees to all matters provided for in this Deed

5. LAW

This Deed and any non-contractual obligations arising out of or in connection with it is governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE
PART 1
REAL PROPERTY

Freehold/Leasehold	Description

PART 2

SHARES

Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
[]	[]	[]	[]
[]	[]	[]	[]

PART 5

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Description

[●]

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargor

EXECUTED as a **DEED** by
[●]

acting by

.... ..
Director

in the presence of:
Witness's signature

..... ..

Name

..... ..

Address

... ..

The Parent

EXECUTED as a **DEED** by
SURVITEC GROUP (FINANCE 3) LIMITED for itself and as agent
for each of the other Chargors
party to the Confirmatory Security Agreement
referred to in this Deed

acting by

... ..
Director

in the presence of:
Witness's signature

... ..

Name:

... ..

Address

... ..

The Security Agent
LLOYDS TSB BANK PLC
in its capacity as Security Agent

acting by

.. ..
Director

in the presence of
Witness's signature

Name

.. ..

Address

..... ..

The Facility Agent
LLOYDS TSB BANK PLC
in its capacity as Facility Agent

acting by

.....
Director

in the presence of
Witness's signature

.....

Name:

.....

Address

.....

SIGNATORIES

Parent

EXECUTED AS A DEED by)
SURVITEC GROUP (FINANCE 3))
LIMITED)
acting by: Christopher Bates)



Director

In the presence of:

Witness's signature:

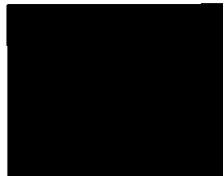


Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS

Current Chargors

EXECUTED AS A DEED by)
SGL (FINANCE) LIMITED)
acting by: Christopher Bates)



Director

In the presence of:

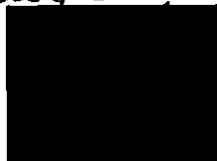
Witness's signature:



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS.

EXECUTED AS A DEED by)
SGL (HOLDINGS) LIMITED)
acting by: Christopher Bates)



Director

In the presence of

Witness's signature



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS.

EXECUTED AS A DEED by)
SURVITEC GROUP LIMITED)
acting by: Christopher Bates)



Director

In the presence of:

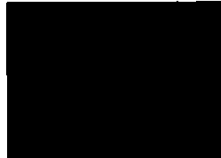
Witness's signature:



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS

EXECUTED AS A DEED by)
SGL LIMITED)
acting by: Christopher Bates.)



Director

In the presence of:

Witness's signature:



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS.

EXECUTED AS A DEED by)
SURVITEC GROUP (FINANCE 3))
LIMITED)
acting by: Christopher Bates)



Director

In the presence of:

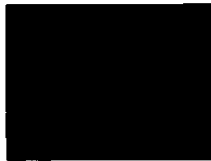
Witness's signature



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS

EXECUTED AS A DEED by)
SURVITEC GROUP (HOLDINGS))
LIMITED)
acting by: Christopher Bates,)



Director

In the presence of

Witness's signature.



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS.

EXECUTED AS A DEED by)
SEAWEATHER HOLDINGS)
LIMITED)
acting by: Christopher Bates,)



Director

In the presence of

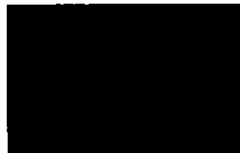
Witness's signature.



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS.

EXECUTED AS A DEED by)
SEAWEATHER AVIATION)
SERVICES LIMITED)
acting by: Christopher Bates,)



Director

In the presence of

Witness's signature:



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS.

EXECUTED AS A DEED by)
SEAWEATHER MARINE)
SERVICES LIMITED)
acting by: Christopher Bates)



Director

In the presence of:

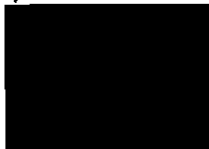
Witness's signature



Name: SIVANTI DEVAKUMAR

Address Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS.

EXECUTED AS A DEED by)
SURVITEC SERVICE AND)
DISTRIBUTION LIMITED)
acting by: Christopher Bates)



Director

In the presence of:

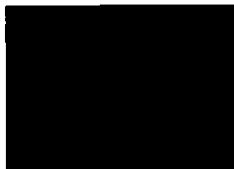
Witness's signature:



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS

EXECUTED AS A DEED by)
SURVITEC GLOBAL)
SOLUTIONS LIMITED)
acting by: Christopher Bates)



Director

In the presence of:

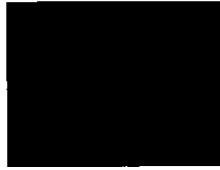
Witness's signature:



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS

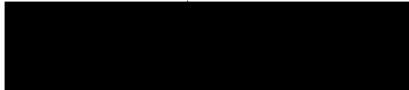
EXECUTED AS A DEED by)
SURVITEC GROUP)
INTERNATIONAL LIMITED)
acting by: Christopher Baker.)



Director

In the presence of

Witness's signature:



Name: SIVANTI DEVAKUMAR

Address: Freshfields Bruckhaus Deringer LLP
65 Fleet Street, London, EC4Y 1HS

The Security Agent

LLOYDS TSB BANK PLC

By

