



Registration of a Charge

Company name: **SGL (HOLDINGS) LIMITED**

Company number: **05172520**



X8YSVA9C

Received for Electronic Filing: **14/02/2020**

Details of Charge

Date of creation: **07/02/2020**

Charge code: **0517 2520 0011**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED (AS SECURITY AGENT)**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

KRISTA SIROLA



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5172520

Charge code: 0517 2520 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th February 2020 and created by SGL (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2020 .

Given at Companies House, Cardiff on 17th February 2020

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

7 February 2020

THE ENTITIES LISTED IN SCHEDULE 1
(as Chargors)

and

LUCID TRUSTEE SERVICES LIMITED
(as Security Agent)

SECOND-RANKING DEBENTURE

This Debenture is supplemental to the Original Debenture (as defined herein).

I certify that this is
a true copy (subject only
to certain permitted redactions.)

KRISTA SIRODA



KIRKLAND & ELLIS INTERNATIONAL LLP

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THIS SECOND-RANKING DEBENTURE is entered into as a DEED and made on 7 February 2020

BETWEEN:

- (1) **THE COMPANIES** identified in Schedule 1 (*The Chargors*) (each a “**Chargor**” and together, the “**Chargors**”); and
- (2) **LUCID TRUSTEE SERVICES LIMITED** as Security Agent for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 12 March 2015 originally made between, amongst others, Survitec Acquisition Company Limited (formerly known as Onex Eagle Acquisition Company Limited) (the “**Company**”) and BNP Paribas, London Branch as security agent which has now been replaced by the Security Agent (the “**Original Debenture**”).

IT IS AGREED AS FOLLOWS:

INTERPRETATION

Definitions

In this Debenture:

“**Account Notice**” means a notice substantially in the form set out in Part 3 of Schedule 2 (*Forms of Notices*);

“**Accounts**” means the bank accounts (excluding any tax accounts, payroll accounts and trust accounts, in each case to the extent monies held in them are held on trust for beneficiaries which are not Group Companies) opened or maintained by any Chargor in England and Wales from time to time, including without limitation the bank accounts set out in Schedule 4 (*Accounts*) of the Original Debenture and as specified in any relevant Security Accession Deed (or such accounts as may be agreed by the relevant Chargor and the Security Agent from time to time), but excluding the Company Account and (for the avoidance of doubt) any account or debt represented thereby that constitutes an Excluded Asset;

“**Assigned Agreements**” means the Acquisition Documents, the Hedging Agreements, any document evidencing any intragroup liability or obligation, present or future, at any time owing to any Chargor by any Group Company, and any other agreement designated as an Assigned Agreement by the Company and the Security Agent, but excluding, for the avoidance of doubt, any agreement that constitutes an Excluded Asset;

“**Charged Property**” means the assets mortgaged, charged or assigned or expressed to be mortgaged, charged or assigned to the Security Agent pursuant to this Debenture;

“**Chargor**” means each of the Chargors and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

“**Company Account**” means the bank account held in the name of the Company with the sort code [REDACTED] and account number [REDACTED];

“**Counterparty Notice**” means a notice substantially in the form set out in Part 1 of Schedule 2 (*Forms of Notices*);

"Default Rate" means the rate at which interest is payable under Clause 14.5 (*Default interest*) of the Senior Facilities Agreement;

"English Shares" means Shares owned by a Chargor in a Subsidiary incorporated in England and Wales;

"Equipment" means all plant, machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) but excluding, for the avoidance of doubt, any plant, machinery, vehicles, office equipment, computers or other chattels that constitute an Excluded Asset;

"Excluded Asset" means, in relation to any Chargor:

- (a) any freehold or leasehold property which has a fair market value of less than £10,000,000 at any time;
- (b) any interest in any partnership or joint venture;
- (c) any receivables that are part of a Qualified Receivables Financing;
- (d) any asset over which (and only to the extent that) the creation of Security under this Debenture would be prohibited by applicable law, rule or regulation or would require governmental (including regulatory) consent, approval, licence or authorisation;
- (e) any asset or any interest in an asset (for the avoidance of doubt, including intellectual property, freehold or leasehold property with a fair market value of £10,000,000 or more, book debts and other debts) subject to any legal requirement or third party arrangement (including shareholder agreements, landlord consent requirements, contracts, leases or licensing arrangements) which would prevent, prohibit, restrict, limit or condition absolutely or conditionally (whether by contract or otherwise) such asset from being subject to legal, valid, binding and enforceable Security (or if secured, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any Chargor in respect of those assets or require such Chargor to take any action materially adverse to its interests);
- (f) any assets located in, or any interest in any person incorporated or established in, the Republic of China or the Republic of South Korea; and
- (g) any Trading Receivable or Other Debt (excluding intra-Group receivables) which, in respect of an individual Trading Receivable or Other Debt, has an individual value of £1,000,000 or less or, when aggregated with any other Trading Receivable or Other Debt (other than intra-Group receivables) respectively of the relevant Chargor, have an aggregate value of £3,000,000 or less.

provided that, in respect of paragraph (e) above, if and to the extent that any relevant consent, waiver or approval is provided or obtained (as the case may be) pursuant to paragraph (d) of Clause 3.5 (*Property Restricting Charging*), such asset will no longer be an Excluded Asset in relation to such Chargor;

"Final Discharge Date" has the meaning given to it in the Intercreditor Agreement;

"Finance Documents" has the meaning given to it in the Intercreditor Agreement;

"Foreign Share Charges" means the Security created under this Debenture over Shares other than English Shares;

“Insurance Notice” means a notice substantially in the form set out in Part 2 of Schedule 2 (*Forms of Notices*);

“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, including but not limited to the policies of insurance, if any, specified in Schedule 5 (*Insurance Policies*) of the Original Debenture (or as specified in any relevant Security Accession Deed), but excluding any third party liability or public liability insurance and any director’s and officer’s insurance and, for the avoidance of doubt, any policy, the proceeds of any policy or any right under any policy which constitutes an Excluded Asset;

“Intellectual Property” means all rights in patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered and which are necessary or material for the operation of the business of the Chargors and the benefit of all applications which are necessary or material for the operation of the business of the Chargors which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 3 (*Intellectual Property*) of the Original Debenture and as specified in any relevant Security Accession Deed, but excluding, for the avoidance of doubt, any right or interest that constitutes an Excluded Asset;

“Investment” means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (whether or not marketable) (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of a Chargor or by any trustee, nominee, fiduciary or settlement or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 2 (*Shares and Investments*) of the Original Debenture and as specified in any relevant Security Accession Deed, but excluding, for the avoidance of doubt, any stock, share, debenture, loan stock, security, bond, option, warrant, interest in any investment fund or any comparable investment that constitutes an Excluded Asset;

“Non-Cash Consideration” means consideration in a form other than cash;

“Original Debenture Accession Deed” has the meaning given to the term “Security Accession Deed” in the Original Debenture;

“Other Debts” means all book debts and other debts and monetary claims (other than Trading Receivables) (including, for the avoidance of doubt, any intragroup receivable, present or future, at any time) owing to a Chargor and any Related Rights, excluding any debt that constitutes an Excluded Asset; **“Parties”** means each of the parties to this Debenture from time to time;

“Quasi-Security” means a transaction in which a Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other Group Company;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;

“Real Property” means, in relation to a Chargor:

- (a) any freehold, leasehold, licence or other interest in any immovable property (including the property identified in respect of that Chargor in Schedule 1 (*Real Property*) of the Original Debenture (if any) and as specified in any relevant Security Accession Deed and all Related Rights; and
- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights,

but excluding, for the avoidance of doubt, any property that constitutes an Excluded Asset.

“Receivables Notice” means a notice substantially in the form set out in Part 4 of Schedule 2 (*Forms of Notices*);

“Receiver” means an administrator, a receiver and manager or other receiver or, if allowed by law, administrative receiver, in each case appointed under this Debenture and any delegate or sub-delegate of any of the foregoing appointed pursuant to this Debenture;

“Related Rights” means, in relation to any asset:

- (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset;
- (b) all rights, easements, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of or appurtenant to all or any part of that asset;
- (c) all other assets and rights at any time receivable or distributable in respect of, or in exchange for, that asset;
- (d) the proceeds of sale of all or any part of that asset;
- (e) in the case of any contract, agreement or instrument, any interest in any of the foregoing whether or not a Chargor is party to that contract, agreement or instrument; and
- (f) any other moneys paid or payable in respect of that asset;

“Secured Obligations” has the meaning given to it in the Intercreditor Agreement;

“Secured Parties” has the meaning given to it in the Intercreditor Agreement;

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

“Security Accession Deed” means (i) a Supplemental Debenture Accession Deed; or (ii) an Original Debenture Accession Deed”;

“Senior Facilities Agreement” means the senior facilities agreement dated 24 February 2015 (as amended and restated on 10 March 2015, as amended and restated by an amendment and restatement agreement dated 27 March 2015, as amended by amendment letters dated 9 July 2018, 20 July 2018 and as further amended and restated into the Restructured Interim Facilities Agreement pursuant to (and as defined in) an implementation deed dated 5 February 2020 (the **“Implementation Deed”**)) between, amongst

others, the Company, Lucid Agency Services Limited as Agent and Lucid Trustee Services Limited as Security Agent;

"Shares" means all shares owned by a Chargor in its Subsidiaries, including but not limited to the shares, if any, specified in Schedule 2 (*Shares and Investments*) of the Original Debenture and as specified in any relevant Security Accession Deed, but excluding, for the avoidance of doubt, any share or equity interest that constitutes an Excluded Asset or is subject to Security granted in favour of the Security Agent otherwise than pursuant to this Debenture;

"Supplemental Debenture Accession Deed" means a deed executed by a Group Company substantially in the form set out in Schedule 3 (*Form of Security Accession Deed*), or such other form as the Company and the Security Agent may reasonably agree;

"Trading Receivables" means all book and other debts arising in the ordinary course of trading, excluding any debt that constitutes an Excluded Asset;

"Trust Property" means:

- (a) the Security created under this Debenture and all other powers, rights and guarantees (both present and future) granted to the Security Agent under or pursuant to the Finance Documents including, without limitation, all representations and warranties, obligations, covenants and other contractual provisions therein given in favour of the Security Agent as trustee for the Secured Parties (other than any given solely for its own benefit in its capacity as Security Agent);
- (b) all assets of any Chargor from time to time the subject of the Security created under this Debenture;
- (c) all monies received or recovered by the Security Agent from time to time as trustee for the Secured Parties under, pursuant to or in connection with any Finance Document; and
- (d) all investments, property, money and other assets at any time representing or deriving from any of the foregoing, including all interest, income and other sums at any time received or receivable by the Security Agent (or any agent of the Security Agent) in respect of the same (or any part thereof); and

"Voting Event" means, in relation to a particular Investment of any Chargor, the service of a notice by the Security Agent (either specifying that Investment or generally in relation to all or a designated class of Investments) on any Chargor on or following the occurrence of an Acceleration Event, specifying that control over the voting rights attaching to the Investment or Investments specified in that notice are to pass to the Security Agent.

1.2 Construction

- (a) Unless a contrary indication appears in this Debenture, the provisions of clause 1.2 (*Construction*) of the Senior Facilities Agreement shall apply to this Debenture as if set out in full in this Debenture with references to "this Agreement" being treated as references to this Debenture and:
 - (i) an **"amount"** includes an amount of cash and an amount of Non-Cash Consideration;
 - (ii) **"authorisation"** or **"consent"** shall be construed as including any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

- (iii) a **"company"** includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - (iv) a **"distribution"** of or out of the assets of a Group Company, includes a distribution of cash and a distribution of Non-Cash Consideration;
 - (v) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
 - (vi) **"law"** includes any present or future common law, principles of equity and any constitution, decree, judgment, decision, legislation, statute, order, ordinance, regulation, by-law or other legislative measure in any jurisdiction or any present or future official directive, regulation, guideline, request, rule, code of practice, treaty or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of a person to whom the directive, regulation, guideline, request, rule, code of practice, treaty or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (vii) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
 - (viii) **"proceeds"** of a disposal includes proceeds in cash and in Non-Cash Consideration;
 - (ix) **"qualified person"** means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any company with respect to which he is appointed or an administrative receiver of any such company;
 - (x) **"rights"** includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi easements and appurtenances (in each case, of every kind, present, future and contingent); and
 - (xi) **"security"** includes any mortgage, charge, pledge, lien, security assignment, hypothecation or trust arrangement for the purpose of providing security and any other encumbrance or security interest of any kind having the effect of securing any obligation of any person (including the deposit of moneys or property with a person with the intention of affording such person a right of lien, set-off, combination or counter-claim) and any other agreement or any other type of arrangement having a similar effect (including any flawed-asset or hold back arrangement) and security interest shall be construed accordingly.
- (b) A reference in this Debenture to any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund or any other investment includes:
- (i) all dividends, interest, coupons and other distributions paid or payable;
 - (ii) all stocks, shares, securities, rights, moneys, allotments, benefits and other assets accruing or offered at any time by way of redemption, substitution, conversion, exchange, bonus or preference, under option rights or otherwise;

(iii) any rights against any settlement or clearance system; and

(iv) any rights under any custodian or other agreement,

in each case, in respect of such stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in an investment fund or other investment.

(c) The fact that the details of any assets in the Schedules to this Debenture or the Original Debenture are incorrect or incomplete shall not affect the validity or enforceability of this Debenture in respect of the assets of any Chargor.

(d) Unless the context otherwise requires, a reference to Charged Property includes:

(i) any part of the Charged Property;

(ii) any proceeds of that Charged Property; and

(iii) any present and future assets of that type.

(e) Where this Debenture refers to any provision of any Finance Document and that Finance Document is amended in manner that would result in that reference being incorrect, this Debenture shall be construed so as to refer to that provision as renumbered in the amended Finance Document, unless the context requires otherwise.

1.3 Second-Ranking Security

(a) Notwithstanding any other provision of this Debenture where:

(i) a right or asset has been assigned by a Chargor under the Original Debenture and that Chargor purports to assign the same asset or right under this Debenture, that second assignment will instead take effect as a charge over that Chargor's remaining rights in respect of the relevant assets or right and will only take effect as an assignment if the assignment created by the Original Debenture has no, or ceases to have, effect;

(ii) this Debenture purports to create first legal mortgages over any assets over which a Chargor granted legal mortgages under the Original Debenture, that security interest will be a second-ranking mortgage subject to the first ranking mortgage created by the Original Debenture until such time as the security interest created by the Original Debenture has no, or ceases to have, effect;

(iii) this Debenture purports to create a first fixed charge over any assets over which a Chargor granted a fixed charge under the Original Debenture, that security interest will be a second-ranking charge subject to the first ranking charge created by the Original Debenture until such time as the security interest created by the Original Debenture has no, or ceases to have, effect; and/or

(iv) this Debenture purports to create first floating charges over any assets over which a Chargor granted floating charges under the Original Debenture, that security interest will be a second-ranking charge subject to the first ranking charge created by the Original Debenture until such time as the security interest created by the Original Debenture has no, or ceases to have, effect,

and, for so long as the Original Debenture remains in force and effect, any reference in this Debenture to an asset secured under the Original Debenture being assigned or the security over any asset secured under the Original Debenture being first ranking or

secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this Debenture or any other Finance Document as a result of the execution of or the existence of any security interest created (or purported to be created) under the Original Debenture or this Debenture and the terms of the Original Debenture, the Debenture and the other Finance Documents shall be construed accordingly so that there shall be no such breach or default.

- (b) Provided that a Chargor is in compliance with the terms of the Original Debenture (including without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this Debenture at Companies House pursuant to section 859A of the Companies Act 2006)) then to the extent that the terms of this Debenture impose the same or substantially the same obligation in respect of the same assets, the Chargor will be deemed to have complied with the relevant obligations herein by virtue of its compliance under the Original Debenture.

1.4 Other References

- (a) In this Debenture, unless a contrary intention appears, a reference to:
 - (i) any Finance Party, Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent 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 Debenture and any reference to this Debenture includes its schedules; and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
- (c) Words importing the plural shall include the singular and vice versa.

1.5 Incorporation by reference

Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the Senior Facilities Agreement have the same meanings when used in this Debenture. In the event of any inconsistency or conflict between this Debenture on the one hand and the Senior Facilities Agreement and/or the Intercreditor Agreement on the other, the Senior Facilities Agreement and/or the Intercreditor Agreement (as applicable) shall prevail.

1.6 Miscellaneous

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this 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 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 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) Except as otherwise expressly provided in Clause 17 (*Protection of Third Parties*), Clause 18 (*Costs and Expenses*) or elsewhere in this Debenture, the terms of this Debenture may be enforced only by a Party and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- (d) Notwithstanding any term of this Debenture and subject to clause 28 (*Consents, Amendments and Override*) of the Intercreditor Agreement, no consent of a third party is required for any termination or amendment of this Debenture.
- (e) The Parties intend that this document shall take effect as a deed, notwithstanding that any party may only execute this document under hand.
- (f) All Transaction Security created pursuant to this Debenture:
 - (i) is created in favour of the Security Agent for itself and on behalf of each of the other Secured Parties;
 - (ii) is created free from any security interest (except as permitted to remain outstanding under the Senior Facilities Agreement); and
 - (iii) is created over the present and future assets of each Chargor.
- (g) The Security Agent holds the benefit of this Debenture on trust for itself and each of the other Secured Parties from time to time on the terms of the Intercreditor Agreement.
- (h) The Transaction Security created pursuant to this Debenture by each Chargor is made with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994.
- (i) If the Security Agent considers that any payment to, or security or guarantee provided to it or any other Finance Party under or in connection with any Finance Document is capable of being avoided, reduced or invalidated by virtue of applicable law, notwithstanding any re-assignment or discharge of the Charged Property, the liability of the Chargors under this Debenture and the Security shall continue as if such amounts had not been paid or as if any such security or guarantee had not been avoided, reduced or invalidated.

1.7 Declaration of trust

- (a) The Security Agent hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and each of the Chargors hereby acknowledges) that the Trust Property is held by the Security Agent as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Intercreditor Agreement.
- (b) Section 1 of the Trustee Act 2000 shall not apply to any function of the Security Agent. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Debenture, the provisions of this Debenture shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Debenture shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000.
- (c) For the avoidance of doubt:
 - (i) the Security Agent may retain or invest in securities payable to bearer without appointing a person to act as a custodian; and
 - (ii) sections 22 and 23 of the Trustee Act 2000 shall not apply to this Debenture.
- (d) In performing its duties, obligations and responsibilities, the Security Agent shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Debenture and the other Finance Documents.
- (e) In acting as trustee for the Secured Parties under this Debenture, the Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the Security Agent may be treated as confidential and shall not be regarded as having been given to the Security Agent's trustee division.

1.8 Distinct Security

All Security created pursuant to this Debenture shall be construed as creating a separate and distinct Security over each relevant asset within any particular class of assets defined or referred to in this Debenture. The failure to create an effective Security, whether arising out of any provision of this Debenture or any act or omission by any person, over any one such asset shall not affect the nature or validity of the Security imposed on any other such asset, whether within that same class of assets or otherwise.

2. COVENANT TO PAY

Each Chargor as primary obligor and not merely as surety covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay or discharge the Secured Obligations when they fall due in the manner provided for in the relevant Finance Document.

3. CHARGING PROVISIONS

3.1 Specific Security

Each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent 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 legal mortgage all Real Property now belonging to it or vested in it;

- (b) by way of first fixed charge:
- (i) all Real Property (to the extent not the subject of a mortgage under Clause 3.1(a) above);
 - (ii) all of its right, title and interest in the Intellectual Property and all corresponding Related Rights;
 - (iii) all of its right, title and interest in the Equipment and all corresponding Related Rights;
 - (iv) all the Investments, Shares and all corresponding Related Rights;
 - (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
 - (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
 - (vii) all monies standing to the credit of the Accounts and all corresponding Related Rights;
 - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
 - (ix) its goodwill and uncalled capital; and
 - (x) if not effectively assigned by Clause 3.3 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements.

3.2 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 Agent by way of first floating charge all its present and future assets and rights together with all corresponding Related Rights including to the extent not effectively charged by way of fixed charge under Clause 3.1 (*Specific Security*) or assigned under Clause 3.3 (*Security Assignment*) including heritable property and including all its present and future assets and rights together with all corresponding Related Rights situated in Scotland or otherwise governed by Scots law whether or not otherwise effectively mortgaged, charged or assigned by way of fixed charge under this Debenture.
- (b) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 3.2 shall be deferred in point of priority to all fixed Transaction Security.
- (c) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 3.2 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.3 Security Assignment

- (a) As further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:
 - (i) the Insurance Policies; and

- (ii) the Assigned Agreements to which it is a party (in relation to the Hedging Agreements, subject and without prejudice to (i) the payment netting provisions set out in section 2(c) of the 2002 ISDA Master Agreement and the close-out netting provisions set out in section 6(e) of the 2002 ISDA Master Agreement forming part of the Hedging Agreements),

subject in each case to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations or upon the release of this Debenture by the Security Agent.

- (b) Until the occurrence of an Acceleration Event, but subject to Clause 7.3 (*Insurance Policies, Assigned Agreements*) and the Finance Documents, the relevant Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

3.4 Conversion of Floating Charge

- (a) The Security Agent may, by notice to any Chargor, convert the floating charge created under this Debenture into one or more fixed charges with immediate effect as regards those assets specified in the notice, if:
 - (i) an Acceleration Event has occurred; or
 - (ii) the Security Agent considers that any asset charged under the floating charge created under this Debenture is 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) the Security Agent considers that it is required to protect the value of the Charged Property or the priority or enforceability of the Security created under this Debenture.
- (b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted, with effect from the instant before such event occurred, into a fixed charge over all the assets of a Chargor which are subject to the floating charge created under this Debenture, if:
 - (i) any procedure or step set out in clause 28.7 (subject to the exclusions in paragraph (b) of such clause 28.7) of the Senior Facilities Agreement is taken;
 - (ii) that Chargor takes any step to create, or purport to create, Security (except as permitted by the Finance Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under this Debenture; or
 - (iii) any person (entitled to do so) takes any step to effect any expropriation, attachment, sequestration, distress or execution against any such asset.
- (c) Upon the conversion of any floating charge pursuant to this Clause 3.4 (*Conversion of Floating Charge*), each relevant Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment consistent with the Agreed Security Principles on terms no more onerous to that Chargor than this Debenture and otherwise in such form as the Security Agent may reasonably require.
- (d) Any floating charge which has crystallised under Clause 3.4 (*Conversion of Floating Charge*) may, by notice in writing given at any time by the Security Agent (acting on

the unanimous instructions of the Secured Parties) to the relevant Chargor, be reconverted into a floating charge under paragraph (a) of Clause 3.2 (*Floating charge*) in relation to the assets, rights and property specified in that notice. The conversion to a fixed charge and reversion to a floating charge (or the converse) may occur any number of times.

- (e) Paragraphs (a) and (b) of Clause 3.4 (*Conversion of Floating Charge*) will not apply to any assets of a Chargor situated in Scotland or otherwise governed by Scots law if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

3.5 Property Restricting Charging

- (a) For the avoidance of doubt, all and any Excluded Assets owned by any Chargor or in which any Chargor has any interest shall be excluded from the charge created by Clause 3.1 (*Specific Security*), Clause 3.3 (*Security Assignment*) and from the operation of Clause 4 (*Further Assurance*).
- (b) Each relevant Chargor undertakes to seek any relevant waivers or consents to charging of any material asset falling within paragraph (e) of the definition of "Excluded Asset" within 14 days after the date of this Debenture (or, (i) in relation to any such material asset acquired after the date of this Debenture, within 14 days of the date of such acquisition (a "**Subsequent Acquisition**"), and (ii) in relation to any such material asset held by any company which grants security over its assets in favour of the Security Agent by executing a Supplemental Debenture Accession Deed, within 14 days after the date of such Supplemental Security Accession Deed) and to use reasonable endeavours for 20 Business Days following the date of this Debenture (or, as the case may be, 20 Business Days following the date of a Subsequent Acquisition or a Supplemental Security Accession Deed) to obtain any such relevant waivers or consents, if, in the view of the Company (acting reasonably) the taking of such security would have no material adverse impact on commercial relationships with third parties or otherwise force the relevant Chargor or the Group to incur any material costs, provided that if the relevant Chargor has failed to obtain such consent or waiver by the end of the prescribed time period, its obligation to use reasonable endeavours to do so shall lapse at the end of that time period provided that the relevant mortgage, assignment or fixed charge under this Debenture shall extend (to the extent no breach of the relevant agreement would occur) to the Related Rights in respect of that restricted asset but shall exclude the restricted asset itself.
- (c) Immediately upon receipt of any relevant waiver or consent obtained pursuant to paragraph (b) above, the relevant Excluded Asset shall stand charged to the Security Agent under Clause 3.1 (*Specific Security*), and, if required by the Security Agent at any time following receipt of such waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment consistent with the Agreed Security Principles, on terms no more onerous to that Chargor than this Debenture and otherwise in such form as the Security Agent may reasonably require.

4. FURTHER ASSURANCE

4.1 General

- (a) Subject to the Agreed Security Principles and other than in respect of the Foreign Share Charges, each Chargor shall (at its own expense) perform all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on

terms no more onerous than those set out in this Debenture) as the Security Agent may reasonably require:

- (i) to perfect the Security created or intended to be created under or evidenced by this Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to this Debenture or by law;
 - (ii) to confer on the Security Agent, or 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 this Debenture;
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Debenture; and/or
 - (iv) to facilitate the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any asset which is, or is intended to be, the subject of the Security created under this Debenture.
- (b) Subject to the Agreed Security Principles and other than in respect of the Foreign Share Charges, 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 created or intended to be created in favour of the Security Agent or the Secured Parties by or pursuant to this Debenture.

5. NEGATIVE PLEDGE

- (a) No Chargor may create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by the Finance Documents or with the prior written consent of the Security Agent.
- (b) No Chargor may sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.2 (*Floating Charge*) on arm's length in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree to do so, except as permitted by the Finance Documents or with the prior written consent of the Security Agent.
- (c) No Chargor may dispose of the equity of redemption in respect of all or any part of the Charged Property except as permitted by the Finance Documents or with the prior written consent of the Security Agent.

6. REPRESENTATIONS AND WARRANTIES

6.1 General

Each Chargor represents and warrants, as to itself, to the Security Agent as set out in this Clause 6 on the date of this Debenture.

6.2 Shares

It is the legal and beneficial owner of the Shares identified against its name in Schedule 2 (*Shares and Investments*) of the Original Debenture and as specified in any relevant Security

Accession Deed and all of those Shares are fully paid and not subject to any option to purchase, right of pre-emption or similar rights.

6.3 **Ownership**

It is the sole legal and beneficial owner of the assets over which it purports to grant Security under or pursuant to this Debenture.

7. **PROTECTION OF SECURITY**

7.1 **Title Documents**

- (a) Each Chargor will deposit with the Security Agent (or as it shall direct):
 - (i) within 10 days of the date of this Debenture (or if the relevant Real Property is acquired after the date hereof, within 10 days of the date of such acquisition), all deeds and documents of title relating to all Real Property mortgaged or charged under this Debenture and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release;
 - (ii) within 10 days of the date of this Debenture (or, if the relevant Shares or Investments are acquired after the date hereof, within 10 days of the date of such acquisition) all stocks and share certificates and other documents of title relating to the English Shares and, subject to the Agreed Security Principles, Investments, together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time following the occurrence of an Acceleration Event to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select;
 - (iii) within 10 days of the date of this Debenture, all Insurance Policies; and
 - (iv) promptly following an Acceleration Event, all other documents relating to the Charged Property which the Security Agent may from time to time reasonably require in accordance with the Agreed Security Principles.
- (b) The Security Agent may retain any document delivered to it under this Clause 7.1 (*Title Documents*) or otherwise until the Security created under this 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 promptly comply (or procure compliance) with that notice.
- (c) Any document required to be delivered to the Security Agent under Clause 7.1(a) which is for any reason not so delivered or which is released by the Security Agent to a Chargor shall be held on trust by the relevant Chargor for the Security Agent.
- (d) If reasonably required to effect any transaction permitted under any Finance Document, the Security Agent shall, promptly upon request by any Chargor, return any document previously delivered to it under paragraph (a) above to the relevant Chargor, provided that any such document delivered to a Chargor shall be held on trust by the relevant Chargor for the Security Agent.

- (e) For the avoidance of doubt, nothing in Clause 7.1(a)(ii) shall require any Chargor to deposit stocks and share certificates or other documents of title relating to any Shares or Investments where such Shares or Investments are in dematerialised or uncertificated form.

7.2 Receivables and Accounts

- (a) Each Chargor shall:
 - (i) as agent for the Security Agent, collect all Trading Receivables and Other Debts charged to the Security Agent under this Debenture, pay the proceeds into an Account promptly upon receipt and, pending such payment, hold those proceeds on trust for the Security Agent;
 - (ii) serve a Receivables Notice on any Group Company by whom the Other Debt is owed (A) in relation to any Group Company by whom any Other Debt is owed on the date of this Debenture, within 10 days of the date of this Debenture, (B) in relation to any Other Debt arising after the date of this Debenture which is owed by a Group Company on whom no Receivables Notice has been previously served, within 10 days of the date on which such Other Debt arises and (C) in relation to any Other Debt owed to any company which grants security over such Other Debt in favour of the Security Agent by executing a Supplemental Security Accession Deed and which is owed on the date of such Supplemental Security Accession Deed, within 10 days of the date of such Supplemental Security Accession Deed. Each relevant Chargor shall use reasonable endeavours (not involving the payment of money or incurrence of any external expenses) to procure that such Group Company signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Receivables Notice within 20 days of the service of the Receivables Notice, provided that if the relevant Chargor has been unable to procure such acknowledgment within the relevant time period, its obligation to use reasonable endeavours to procure such acknowledgment shall cease at the end of such period. Entry into this Debenture shall constitute a notice to any other Chargor in the form of a Receivables Notice in respect of any Other Debt owed by such Group Company;
 - (iii) following an Acceleration Event, serve a Receivables Notice on any debtor to whom a Trading Receivable is owed within 10 days of the date of the Acceleration Event. Each relevant Chargor shall use reasonable endeavours (not involving the payment of money or incurrence of any external expenses) to procure that such debtor signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Receivables Notice within 20 days of the service of the Receivables Notice, provided that if the relevant Chargor has been unable to procure such acknowledgment within the relevant time period, its obligation to use reasonable endeavours to procure such acknowledgment shall cease at the end of such period; and
 - (iv) where an Account is not maintained with the Security Agent, serve an Account Notice on the bank with whom the Account is maintained within 10 days of the date of this Debenture or, if such Account is opened after the date of this Debenture, within 10 days of the date on which such Account is opened. Each relevant Chargor shall use reasonable endeavours (not involving the payment of money or incurrence of any external expenses) to procure that such bank signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Account

Notice within 20 days of the service of the Account Notice, provided that if the relevant Chargor has been unable to procure such acknowledgment within the relevant time period, its obligation to use reasonable endeavours to procure such acknowledgment shall cease at the end of such period. Entry into this Debenture shall constitute a notice to the Security Agent in the form of an Account Notice in respect of any Account opened or maintained with the Security Agent.

- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 1 of the Account Notice, withdrawing its consent to the making of withdrawals by the Chargors in respect of the Accounts, unless and until an Acceleration Event has occurred.
- (c) Notwithstanding anything in this Debenture to the contrary, until the occurrence of an Acceleration Event, each Chargor shall be free to use and make withdrawals from any Account, or close any Account that is no longer required by that Chargor, in any manner permitted or not prohibited by the Finance Documents.
- (d) On and after the occurrence of an Acceleration Event, the Security Agent shall be entitled without notice to any Chargor to withdraw, apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 14 (*Application of proceeds*).

7.3 Insurance Policies, Assigned Agreements

- (a) Each Chargor will:
 - (i) within 10 days of the date of execution of this Debenture (or in respect of any Insurance Policy or Assigned Agreement designated as such after the date of execution of this Debenture, within 10 days after the date of such designation) give notice to the other party to each Insurance Policy and Assigned Agreement that it has assigned or charged its right under the relevant policy or agreement to the Security Agent under this Debenture. Such notice will be a Counterparty Notice, except in the case of the Insurance Policies where it will be an Insurance Notice. Each relevant Chargor will take reasonable steps (not involving the payment of money or incurrence of any external expenses) to procure that the relevant counterparty or insurer signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant Notice within 20 days of the execution of this Debenture (or, as the case may be, of the entering into of the relevant policy or agreement) provided that, if the relevant Chargor has been unable to procure acknowledgment within the relevant time period, its obligation to use reasonable endeavours to procure such acknowledgment shall cease at the end of such period;
 - (ii) perform all its obligations under the Insurance Policies or Assigned Agreements in a diligent and timely manner; and
 - (iii) not make any amendments to the Insurance Policies or Assigned Agreements, waive any of its rights under such policies or agreements or exercise any right to terminate any Insurance Policy or Assigned Agreement, except with the prior consent of the Security Agent or the Majority Lenders or as permitted by the Finance Documents.

- (b) The Security Agent shall not be entitled to give any written notice referred to in paragraph 1 of the Counterparty Notice or Insurance Notice, unless and until an Acceleration Event has occurred.
- (c) Notwithstanding anything in this Debenture to the contrary, until the occurrence of an Acceleration Event, each Chargor shall continue to operate and transact business in relation to the Insurance Policies and the Assigned Agreements to the extent not expressly prohibited by the Finance Documents.
- (d) No Chargor shall be required to procure that any Secured Party is entered as a loss payee.
- (e) On and after the occurrence of an Acceleration Event:
 - (i) the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any Chargor's rights (including direction of any payments to the Security Agent) under any of its Insurance Policies or under or in respect of any Assigned Agreement to which that Chargor is a party; and
 - (ii) each Chargor shall hold any payment that it receives in respect of its Insurance Policies or any Assigned Agreement to which it is a party on trust for the Security Agent, pending payment to the Security Agent for application in accordance with Clause 14 (*Application of proceeds*).

7.4 The Land Registry

- (a) Each Chargor shall apply to the Land Registrar for a restriction to be entered on the Register of Title in relation to all Real Property situated in England and Wales and charged by way of legal mortgage under this Debenture (including any unregistered properties subject to compulsory first registration at the date of this 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 is to be registered without a consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register”.
- (b) Subject to the terms of the Senior Facilities Agreement, the Finance Parties are under an obligation to make further advances to Chargors (which obligation is deemed to be incorporated into this Debenture) and the Security created by this Debenture has been made for securing those further advances. The Security Agent may apply to the Land Registrar (with prior written notice to the relevant Chargor) on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to Real Property situated in England and Wales and charged by way of legal mortgage under this Debenture (including any unregistered properties subject to compulsory first registration at the date of this Debenture) that there is an obligation to make further advances on the security of the registered charge.
- (c) If any Chargor fails to make the applications set out in Clauses 7.4(a) or (b) or if the Security Agent gives notice to any Chargor that it will make such applications on its behalf, each Chargor irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may reasonably request in connection with such application.

- (d) In respect of any of the Real Property mortgaged or charged under this Debenture, title to which is registered at the Land Registry, it is certified that the security created by this Debenture does not contravene any of the provisions of the articles of association of any Chargor.

7.5 Registration of Intellectual Property

Each Chargor as registered proprietor appoints the Security Agent as its agent to apply for the particulars of this Debenture and of the Secured Parties' interest in its existing Intellectual Property and Intellectual Property applications and any future Intellectual Property or Intellectual Property applications registered or to be registered in England and Wales in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 or any other applicable register, and each Chargor agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks or any other applicable register.

7.6 Rights of Chargors

Notwithstanding anything in this Debenture to the contrary, until the occurrence of an Acceleration Event each Chargor shall continue to have the sole right to:

- (a) deal with any Charged Property and all contractual counterparties in respect thereof;
- (b) sell, assign, transfer, allow to lapse, decide not to register, cease to pursue any application in respect of, or otherwise deal in the Intellectual Property in the ordinary course of its business; and
- (c) amend, waive or terminate (or allow to lapse) any rights, benefits and/or obligations in respect of Charged Property, in each case without reference to any Secured Party, except as expressly prohibited by the Finance Documents.

8. UNDERTAKINGS

8.1 General

- (a) Each Chargor undertakes to the Security Agent in the terms of this Clause 8 (*Undertakings*) from the date of this Debenture and for so long as any of the Secured Obligations are outstanding.
- (b) Each Chargor will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all of the Charged Property, in each case to the extent that failure to do so has or would be reasonably likely to have a Material Adverse Effect.

8.2 Real Property

- (a) Each Chargor will notify the Security Agent if it acquires any estate or interest in any freehold, leasehold or other Real Property for consideration of more than £10,000,000.
- (b) No Chargor will grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Real Property or otherwise part with possession of the whole or any part of the Real Property (except as permitted by the Finance Documents).

- (c) Each Chargor will give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Real Property.

8.3 Voting and Distribution Rights

- (a) Prior to the occurrence of a Voting Event:
 - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares and Investments; and
 - (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares and Investments provided that it shall not exercise any such voting rights or powers in a manner which would adversely affect the validity or enforceability of the Security created under this Debenture.
- (b) On or at any time after the occurrence of a Voting Event:
 - (i) the Security Agent (or its nominee) may exercise (or refrain from exercising) any voting rights, powers and other rights in respect of any Investments of any Chargor as it sees fit and without any further consent or authority on the part of any Chargor; and
 - (ii) each Chargor:
 - (A) shall comply or procure the compliance with any directions of the Security Agent (or its nominee) in respect of any Chargor's Investments; and
 - (B) irrevocably appoints the Security Agent (or its nominee) as its proxy to exercise all voting rights in respect of its Investments with effect from the occurrence of that Voting Event to the extent that those Investments remain registered in its name.
- (c) If prior to the occurrence of a Voting Event any Shares or Investments are registered in the name of the Security Agent or its nominee and the Security Agent receives a certificate from the relevant Chargor confirming that as at the date of such certificate:
 - (i) no Voting Event has occurred; and
 - (ii) that Chargor is permitted pursuant to the Senior Facilities Agreement (A) to receive Related Rights, dividend, distribution or other income in respect of such Shares or Investments (together, "**Dividends**") and/or (B) to exercise voting or other rights and powers in respect of such Shares or Investments,the Security Agent (or its nominee) shall:
 - (i) exercise the voting rights, powers and other rights in respect of those Investments in such manner as that Chargor may direct in writing from time to time;
 - (ii) use its reasonable endeavours to forward to that Chargor all material notices, correspondence and other communication that it receives in relation to those Investments; and

- (iii) promptly execute any dividend mandate necessary to ensure that Dividends are paid to that Chargor or, if payment is made directly to the Security Agent (or its nominee), promptly pay that amount to that Chargor,

provided, in each case in respect of paragraph (c), that the exercise of such rights is not inconsistent with the terms of any Finance Document and this Debenture.

- (d) Subject to paragraph (c) above, if, at any time, any Shares or Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares or Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares or Investments.

9. SECURITY AGENT'S POWER TO REMEDY

9.1 Power to Remedy

If any Chargor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Chargor which is necessary to ensure that those obligations are complied with.

9.2 Indemnity

Each Chargor jointly and severally shall promptly indemnify the Security Agent and every Receiver against any cost, loss or liability (together with applicable VAT) incurred by any of them as a result of a breach by any Chargor of its obligations under Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and in connection with the exercise by the Security Agent of its rights contained in Clause 9.1 (*Power to Remedy*) above (except to the extent any losses result from the Security Agent's or Receiver's gross negligence or wilful misconduct).

10. CONTINUING SECURITY

10.1 Continuing Security

All Transaction Security is a continuing security for the payment, discharge and performance of all of the Secured Obligations, shall extend to the ultimate balance of all sums payable under the Finance Documents and shall remain in full force and effect until the Final Discharge Date. No part of the Security will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

10.2 Other Security

The Security constituted by this Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this 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 Agent or any other Secured Party.

11. ENFORCEMENT OF SECURITY

11.1 Timing and manner of enforcement

- (a) The Transaction Security shall become enforceable and the powers referred to in Clause 11.2 (*Enforcement powers*) shall become exercisable immediately:
 - (i) upon the occurrence of an Acceleration Event or as otherwise specified in any provision of this Debenture; or
 - (ii) if a Chargor requests the Security Agent to exercise any of its powers under this Debenture.
- (b) Without prejudice to any other provision of this Debenture, immediately after the Security created pursuant to this Debenture has become enforceable, the Security Agent may without notice to any Chargor or prior authorisation from any person, court or similar body enforce all or any part of that Security and exercise all or any of the powers, authorities and discretions conferred by the Intercreditor Agreement and the Finance Documents including this Debenture or otherwise by law on mortgages, chargees and Receivers (whether or not it has appointed a Receiver), in each case at the times, in the manner and on the terms it thinks fit or as otherwise directed in accordance with the terms of the Intercreditor Agreement and the Finance Documents.
- (c) No Secured Party shall be liable to any Chargor for any loss arising from the manner in which the Security Agent or any other Secured Party enforces or refrains from enforcing the Transaction Security.

11.2 Enforcement Powers

- (a) The Secured Obligations shall be deemed to have become due and payable on the date of this Debenture for the purposes of section 101 of the Law of Property Act 1925.
- (b) The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied and extended by this Debenture) and all other powers conferred on a mortgagee by law shall be deemed to arise immediately after execution of this Debenture.
- (c) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "mortgagor" shall include any encumbrancer deriving title under the original mortgagor and section 99(18) of the Law of Property Act 1925 and section 100(12) of the Law of Property Act 1925 shall not apply.
- (d) All or any of the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture (and all or any of the rights and powers conferred by this Debenture on a Receiver) (whether express or implied) may be exercised by the Security Agent without further notice to any Chargor at any time after the occurrence of an Acceleration Event, irrespective of whether the Security Agent has taken possession of the Charged Property or appointed a Receiver.

11.3 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 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 Debenture, those contained in this Debenture shall prevail.

11.4 Exercise of Powers

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

11.5 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 Debenture.

11.6 Appropriation under the Financial Collateral Regulations

To the extent that any of the Charged Property constitute “financial collateral” and this Deed and the obligations of a Chargor under it constitute a “security financial collateral arrangement” (in each case, as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the “**FCR Regulations**”)), upon and after the Transaction Security created pursuant to this Debenture has become enforceable, the Security Agent or any Receiver shall have the benefit of all the rights of a collateral taker conferred upon it by the FCR Regulations, including the right to appropriate without notice to any Chargor (either on a single occasion or on multiple occasions) all or any part of that financial collateral in or towards discharge of the Secured Obligations and, for this purpose, the value of the financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each Account, together with any accrued but unposted interest at the time the right of appropriation is exercised; and
- (b) in the case of any Investments (or any other financial collateral), the market price of those Investments determined (after appropriation) by the Security Agent or any Receiver in a commercially reasonable manner (including by reference to a public index or independent valuation).

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

11.7 Powers of Leasing

Following the occurrence of an Acceleration Event, the Security Agent may lease, make arrangements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

11.8 Fixtures

Following the occurrence of an Acceleration Event, the Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

12. ADMINISTRATOR

- (a) Subject to the Insolvency Act 1986, the Security Agent may appoint one or more qualified persons to be an administrator of any Chargor (to act together with or independently of any others so appointed):
 - (i) if so requested by the relevant Chargor; or
 - (ii) at any time after the occurrence of an Acceleration Event.
- (b) Any such appointment may be made pursuant to an application to court under paragraph 12 of Schedule B1 to the Insolvency Act 1986 or by filing the specified documents with the court under paragraphs 14 to 21 of Schedule B1 to the Insolvency Act 1986.
- (c) In this Clause 12, "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company with respect to which he is appointed.

13. RECEIVERS

13.1 Appointment of Receiver

- (a) At any time after the occurrence of an Acceleration Event, or if so requested by the relevant Chargor, the Security Agent may appoint any person (or persons) to be a Receiver of all or any part of the Charged Property (save to the extent prohibited by section 72A of the Insolvency Act 1986).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.
- (c) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.
- (d) If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.
- (e) Any Receiver may be appointed Receiver of all of the Charged Property or Receiver of a part of the Charged Property specified in the appointment. In the case of an appointment in respect of a part of the Charged Property, the rights conferred on a Receiver as set out in Clause 13.2 (*Powers of Receivers*) shall have effect as though every reference in Clause 13.2 (*Powers of Receivers*) to the Charged Property were a reference to the part of the Charged Property so specified or any part of that Charged Property.

13.2 Powers of Receiver

Each Receiver appointed under this Debenture shall have (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this 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, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have the following rights, powers and discretions:

- (a) all the rights conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on any receiver appointed under the Law of Property Act 1925;
- (b) all the rights expressed to be conferred upon the Security Agent in this Debenture and all the rights to release the Charged Property from the Security conferred upon the Security Agent in the Finance Documents;
- (c) to take immediate possession of, get in and collect any Charged Property and to require payment to it or to the Security Agent of any Monetary Claims or credit balance on any Account;
- (d) to manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (e) to enter into, vary or cancel any contracts on any terms or conditions;
- (f) to incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not and generally on terms and for whatever purpose which he considers fit;
- (g) to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner, and on any terms which he considers fit, and for a consideration of any kind (which may be payable in a lump sum or by instalments spread over any period);
- (h) to bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Property which he considers fit;
- (i) to 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;
- (j) to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property;
- (k) to 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;
- (l) to make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (m) to exercise all voting and other rights attaching to the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property, but only following a written notification from either the Receiver or the Security Agent to the relevant Chargor stating that the Security Agent shall exercise all voting rights in respect of the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;

- (n) to 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;
- (o) to appoint and discharge officers and others for any of the purposes of this Debenture and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (p) to 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;
- (q) to 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;
- (r) to purchase or acquire any land or any interest in or right over land;
- (s) to delegate his powers in accordance with this Debenture;
- (t) to lend money or advance credit to any customer of any Chargor;
- (u) to effect any insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Charged Property in each case as he considers fit;
- (v) to purchase or acquire by leasing, hiring, licensing or otherwise (for such consideration and on such terms as he may consider fit) any assets which he considers necessary or desirable for the carrying on, improvement, realisation or other benefit of any of the Charged Property or the business of any Chargor;
- (w) to exercise in relation to any Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Charged Property;
- (x) to make any payment and incur any expenditure, which the Security Agent is, pursuant to this Debenture, expressly or impliedly authorised to make or incur;
- (y) to 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 Property;
- (z) to 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 13.2 (*Powers of Receiver*), or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

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

13.3 Receiver as Agent

- (a) Any Receiver shall be the agent of each Chargor for all purposes and accordingly shall be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.
- (b) Each Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (c) No Secured Party shall incur any liability (either to a Chargor or any other person) by reason of the appointment of a Receiver or for any other reason.

13.4 Removal of Receiver

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

13.5 Remuneration of Receiver

The Security Agent may (subject to section 36 of the Insolvency Act 1986) determine the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the LPA 1925) shall not apply to this Debenture and may direct payment of such remuneration out of moneys accruing to him as Receiver, but the Chargors alone shall be liable for the payment of such remuneration and for all other costs, charges and expenses of the Receiver.

13.6 Several Receivers

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

14. APPLICATION OF PROCEEDS

14.1 Order of Application

All moneys and other proceeds or assets received or recovered by the Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall be applied in the order and manner specified by Clause 19 (*Application of Proceeds*) of the Intercreditor Agreement, and shall override any appropriation by any Chargor.

14.2 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 Debenture.

14.3 Application against Secured Obligations

Subject to Clause 14.1 (*Order of Application*) above, any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under this Debenture may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

14.4 Suspense Account

At any time after the occurrence of an Acceleration Event until such time as the Secured Obligations are paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this 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 Agent as the Security Agent shall think fit) and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

15. PROTECTION OF SECURITY AGENT AND RECEIVER

15.1 Possession of Charged Property

If the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

15.2 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 Debenture and the charges contained in this 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 Agent 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 Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

15.3 Waiver of defences

Clause 23 (*Guarantee and Indemnity*) of the Senior Facilities Agreement will apply in relation to this Debenture as if incorporated in this Debenture, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Chargor under this Debenture.

15.4 Security Agent

The provisions set out in Clause 21 (*The Security Agent*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Debenture.

15.5 Delegation

The Security Agent or any Receiver 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 Debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent or any Receiver 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. References in this Debenture to the Security Agent or a Receiver shall be deemed to include references to any delegate of the Security Agent or Receiver appointed in accordance with Clause 13 (*Receivers*).

15.6 Cumulative Powers

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

16. POWER OF ATTORNEY

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at such time and in such manner as the attorney considers fit:
 - (i) before the occurrence of an Acceleration Event, to do anything which that Chargor is obliged to do under a further assurance or perfection provision under this Debenture (but has not done (provided any grace period applicable to such obligation has expired));
 - (ii) on and after the occurrence of an Acceleration Event, to do anything which that Chargor is obliged to do under this Debenture; and
 - (iii) to exercise any of the rights conferred on the Security Agent or any Receiver in relation to the Charged Property or under any Finance Document, the LPA 1925 or the IA 1986.
- (b) The power of attorney conferred on the Security Agent and each Receiver pursuant to paragraph (a) above shall continue notwithstanding the exercise by the Security Agent or any Receiver of any right of appropriation pursuant to Clause 11.6 (*Appropriation under the Financial Collateral Regulations*).
- (c) Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney shall do in the exercise or purported exercise of the power of attorney granted by it in this Clause 16 (*Power of attorney*).

17. PROTECTION FOR THIRD PARTIES

17.1 No Obligation to Enquire

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

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters,

and any such person who is not a party to this Debenture may rely on this Clause 17.1 and enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

17.2 Receipt Conclusive

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

18. COSTS AND EXPENSES

18.1 Initial Expenses

Each Chargor shall, within five Business Days of demand, pay (or procure the payment) to each of the Security Agent and any Receiver, the amount of all costs and expenses (including legal fees subject to any agreed limits) reasonably incurred by any of them in connection with:

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

18.2 Enforcement Expenses

Each Chargor shall, within five Business Days of demand, pay to each of the Security Agent, any Receiver and each other Secured Party and any attorney, manager, agent or other person (including each of their respective officers) appointed by the Security Agent or a Receiver under this Debenture, the amount of all costs and expenses (including legal fees) incurred by it in connection with the holding, enforcement of or the preservation or the attempted preservation or enforcement of any rights under (and any documents referred to in) this Debenture or otherwise in connection with the performance of this Debenture or any document required by this Debenture and any proceedings instituted by or against the Security Agent and any Secured Party as a consequence of taking or holding the Security created under this Debenture or enforcing these rights.

18.3 Stamp Duties, etc.

Each Chargor shall promptly pay and, within five Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Debenture.

18.4 Default Interest

If not paid when due, the amounts payable under this Clause 18 (*Costs and Expenses*) shall carry interest compounded with monthly rests at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Secured Obligations.

19. REINSTATEMENT AND RELEASE

19.1 Amounts Avoided

- (a) If any payment by a Chargor or any discharge or release given by a Secured Party (whether in respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:
 - (i) the liability of that Chargor and the relevant security shall continue as if the payment, discharge, release, avoidance or reduction had not occurred; and
 - (ii) the relevant Secured Party shall be entitled to recover the value or amount of that security or payment from that Chargor, as if the payment, discharge, avoidance or reduction had not occurred.
- (b) The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

19.2 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 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.

19.3 Covenant To Release

- (a) Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or is under any further obligation to provide financial accommodation to any Obligor under the Finance Documents, the Security Agent and each Secured Party shall, at the request and cost of each Chargor, take any and all action which the relevant Chargor reasonably requests and/or which may be necessary to release the Charged Property from the Security constituted by this Debenture.
- (b) Notwithstanding anything to the contrary in this Debenture, if a Chargor is otherwise free to dispose of any asset forming part of the Charged Property pursuant to the terms of the Finance Documents the Security Agent and each Secured Party shall, at the request and cost of the relevant Chargor, take any and all action which is necessary to release such assets from the Security constituted by this Debenture in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Agreement.

19.4 Immediate recourse

- (a) Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from or enforcing against any Chargor under this Debenture.
- (b) The waiver in this Clause 19.4 applies irrespective of any law or any provision of a Finance Document to the contrary.

19.5 Appropriations

On and after the occurrence of an Acceleration Event and until the Final Discharge Date, each Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it considers fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Debenture.

19.6 Deferral of Chargers' rights

- (a) Until the Final Discharge Date and unless the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have to:
 - (i) to be indemnified any other Chargor or guarantor or surety or Group Company of any Obligor's or Chargor's obligations under the Finance Documents;
 - (ii) to claim any contribution from any other guarantor of any Obligor's or Chargor's obligations under the Finance Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
 - (iv) exercise any right of set-off against an Obligor or Chargor; and/or
 - (v) to claim or prove as a creditor of any Chargor or Obligor in competition with any Finance Party.
- (b) If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Chargers and Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 19 (*Application of Proceeds*) of the Intercreditor Agreement.

19.7 Security held by Chargers

- (a) No Chargor shall, without the prior written consent of the Security Agent, hold or otherwise take the benefit of any Security from any other Obligor in respect of that Chargor's liability under this Debenture.
- (b) Each Chargor shall hold any Security and the proceeds thereof held by it in breach of this Clause 19.7 on trust for the Security Agent and shall promptly pay or transfer those proceeds to the Security Agent or as the Security Agent may direct.

19.8 Additional security/non-merger

The Security created pursuant to this Debenture is cumulative, in addition to, independent of and not in substitution for or derogation of, and shall not be merged into or in any way be excluded or prejudiced by, any other Security (whether given by a Chargor or otherwise) at any time held by or on behalf of any Secured Party in respect of or in connection with any or all of the Secured Obligations or any other amount due by any Chargor to any Secured Party.

19.9 New accounts and ruling off

- (a) Any Secured Party may open a new account in the name of any Chargor at any time after a subsequent Security affects any Charged Property or if any Chargor is subject to any event or circumstance as described in clause 28.7 (*Insolvency proceedings*).
- (b) If a Secured Party does not open a new account in the circumstances referred to in paragraph (a) above it shall nevertheless be deemed to have done so upon the occurrence of such circumstances.
- (c) No moneys paid into any account (whether new or continuing) after the occurrence of the circumstances referred to in paragraph (a) above shall reduce or discharge the Secured Obligations.

19.10 IA 2000

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

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

20. CURRENCY CLAUSES

20.1 Conversion

All monies received or held by the Security Agent or any Receiver under this Debenture may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

20.2 No Discharge

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

21. SET-OFF

21.1 Set-off rights

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

21.2 Unliquidated Claims

If, at any time after the occurrence of an Acceleration Event, the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

22. RULING OFF

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

23. REDEMPTION OF PRIOR SECURITY

The Security Agent or any Receiver may, at any time after an Acceleration Event has occurred, 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 on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

24. NOTICES

Any communication to be made under or in connection with this Debenture shall be made in accordance with Clause 38 (*Notices*) of the Senior Facilities Agreement, and the address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Company for any communication or document to be made or delivered under or in connection with this Debenture is as shown immediately after its name on the execution pages of this Debenture.

25. CHANGES TO PARTIES

25.1 Assignment by the Security Agent

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

25.2 Assignment by the Chargors

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

25.3 Changes to Parties

Each Chargor authorises and agrees to changes to parties under Clause 29 (*Changes to the Lenders*) of the Senior Facilities Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

25.4 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 Senior Facilities Agreement executes a Supplemental Security Accession Deed.

25.5 Consent of Chargors

Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 25.4 (*New Subsidiaries*) above and irrevocably appoints the Company as its agent for the purpose of executing any Supplemental Security Accession Deed on its behalf.

26. MISCELLANEOUS

26.1 Certificates Conclusive

A certificate or determination of the Security Agent or any Receiver under this Debenture will be conclusive evidence of the matters to which it relates and binding on each Chargor, except in the case of manifest error.

26.2 Counterparts

This 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 Debenture. Delivery of a counterpart of this Security Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

26.3 Invalidity of any Provision

If any provision of this 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.

26.4 Failure to Execute

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

26.5 Amendments

Subject to the terms of the Intercreditor Agreement, any provision of this Debenture may be amended in writing by the Security Agent and the Chargors, and each Chargor irrevocably

appoints the Company as its agent for the purpose of agreeing and executing any amendment on its behalf.

26.6 Notice of charge or assignment

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other Group Company and contained in any other Transaction Security Document.

27. GOVERNING LAW AND JURISDICTION

27.1 Jurisdiction of English Courts

- (a) This Debenture and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clauses 27.1(c) and (d) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (a “**Dispute**”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Debenture shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction and each Chargor irrevocably submits to the jurisdiction of any such court. To the extent permitted by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.
- (d) Each Chargor agrees that a judgment or order of any court referred to in this Clause 27.1 is conclusive and binding and may be enforced against it in the courts of any other jurisdiction.

27.2 Service of process

- (a) Each Chargor hereby irrevocably and unconditionally agrees that:
 - (i) failure by any process agent to give notice of process served on it shall not impair the validity of that service or of any judgment based on that service; and
 - (ii) nothing in this Debenture shall affect the right to serve process in any other manner permitted by law.
- (b) Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):
 - (i) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture (and the Company, by its execution of this Debenture, accepts that appointment); and
 - (ii) agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.

- (c) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Company (on behalf of all the Chargors) must immediately (and in any event within 20 days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.
- (d) Each Obligor expressly agrees and consents to the provisions of this Clause 27.2 and Clause 27.1 (*Jurisdiction of English Courts*).

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

SCHEDULE 1
THE CHARGORS

Name of Chargor	Jurisdiction of incorporation	Company number
Survitec Holdings 1 Limited	Cayman Islands	MC - 234868
Survitec Group Holdco Limited	England and Wales	12382931
Survitec Acquisition Company Limited	England and Wales	09333067
Survitec Global Solutions Limited	England and Wales	08374445
Survitec Group Limited	England and Wales	00905173
Survitec Service & Distribution Limited	England and Wales	00553893
SGL (Holdings) Limited	England and Wales	05172520
SGL (Finance) Limited	England and Wales	05172976
SGL Limited	England and Wales	05120404
Survitec Group (Holdings) Limited	England and Wales	07084204
Survitec Group (Finance 3) Limited	England and Wales	07092763
Survitec Group (Finance 2) Limited	England and Wales	07092474
Survitec Group (Finance 1) Limited	England and Wales	07070606
Survitec Group Holdco Limited	England and Wales	12382931
Survival-One Limited	Scotland	SC188500
Survitec Survival Craft Ltd	Scotland	SC131397

SCHEDULE 2

FORMS OF NOTICES

Part 1

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] [insert name of Security Agent] (the "**Security Agent**") 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 a debenture dated [●].

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
2. following the receipt of written notice in accordance with paragraph 1 above:
 - (a) the Chargor may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent;
 - (b) you are authorised to disclose information in relation to the Agreement to the Security Agent on request; and
 - (c) you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
3. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice 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 and any non-contractual claims arising out of or in connection with it are governed by English law.

Yours faithfully

.....

for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

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

.....
for and on behalf of
[insert name of Counterparty]

Dated:

Part 2
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 [insert name of Security Agent] (the “**Security Agent**”) 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 debenture dated [●].

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
2. following the receipt of written notice in accordance with paragraph 1 above:
 - (a) the Chargor may not agree to amend or terminate the Policies without the prior written consent of the Security Agent;
 - (b) you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
 - (c) you must pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
3. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) [after receipt of written notice in accordance with paragraph 2 above], you will pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
- (c) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice;
- (d) 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; and

- (e) you have not received notice 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.

The provisions of this notice and any non-contractual obligations arising under or in connection with it are governed by English law.

Yours faithfully

.....

for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

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

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

Dated: [●]

Part 3
Form of Account Notice

To: [insert name and address of Account Bank] (the “Account Bank”)

Dated: [●]

Dear Sirs

Re: The [●] Group of Companies - Security over Accounts

We notify you that [insert name of Chargor] (the “Chargor”) and certain other companies identified in the schedule to this notice (together the “Customers”) charged to [insert name of Security Agent] (the “Security Agent”) for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the “Charged Accounts”) and to all interest (if any) accruing on the Charged Accounts by way of a debenture dated [●].

1. We further notify you that subject to paragraph 2 below, you may continue to deal with the Chargor in relation to the Charged Accounts until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Charged Accounts and from that time you should deal only with the Security Agent.
2. Following receipt of written notice in accordance with paragraph 1 above, we irrevocably authorise and instruct you:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
 - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
3. The provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
4. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
 - (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; and

- (d) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent.

The provisions of this notice and any non-contractual obligations arising under or in connection with it are governed by English law.

Schedule

Customer

Account Number

Sort Code

[•]

[•]

[•]

Yours faithfully,

.....
for and on behalf of
[Insert name of Chargor]
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
for and on behalf of
[Insert name of Security Agent]

[On acknowledgement copy]

To: [Insert name and address of Security Agent]

Copy to: [Insert name of Chargor] (on behalf of all the Customers)

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

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

Dated: [●]

Part 4
Form of Receivables Notice

To: [insert name and address of counterparty]

Dated: [●]

Dear Sirs

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

We notify you that, [insert name of Chargor] (the “**Chargor**”) has charged in favour of [insert name of Security Agent] (the “**Security Agent**”) 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 a debenture dated [●].

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
2. after receipt of written notice in accordance with paragraph 1 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
3. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice 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: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

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

.....

for and on behalf of
[insert name of Counterparty]

Dated:

SCHEDULE 3
FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [●]

BETWEEN:

- (1) [●] **Limited**, a company incorporated in England and Wales with registered number [●] (the “**New Chargor**”); and
- (2) [●] as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated [●] between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

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

1.2 Construction

Clauses 1.2 (*Construction*) to 1.6 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the 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 Debenture with immediate effect and agrees to be bound by all of the terms of the 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 Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Specific Security

Subject to Clause 2.6 (*Property restricting charging*) below, the New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent 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 by way of fixed charge:

- (a) by way of first legal mortgage all Real Property now belonging to it or vested in it;

(b) by way of first fixed charge:

- (i) all Real Property (to the extent not the subject of a mortgage under Clause 2.3(a) above);
- (ii) all of its right, title and interest in the Intellectual Property and all corresponding Related Rights;
- (iii) all of its right, title and interest in the Equipment and all corresponding Related Rights;
- (iv) all the Investments, Shares and all corresponding Related Rights;
- (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
- (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
- (vii) all monies standing to the credit of the Accounts and all corresponding Related Rights;
- (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
- (ix) its goodwill and uncalled capital; and
- (i) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements..

2.4 Floating charge

- (a) As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and rights together with all corresponding Related Rights including to the extent not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security Assignment*), including heritable property.
- (b) The floating charge created by the New Chargor pursuant to paragraph (a) of this Clause 2.4 shall be deferred in point of priority to all fixed Transaction Security.
- (c) The floating charge created by the New Chargor pursuant to paragraph (a) of this Clause 2.4 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.5 Security Assignment

As further security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Insurance Policies; and
- (b) the Assigned Agreements to which it is a party (in relation to the Hedging Agreements, subject and without prejudice to (i) the payment netting provisions set

out in section 2(c) of the 2002 ISDA Master Agreement and the close-out netting provisions set out in section 6(e) of the 2002 ISDA Master Agreement forming part of the Hedging Agreements),

(subject in each case to reassignment by the Security Agent to the new Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations).

2.6 Property restricting charging

- (a) Save as described in paragraph (c) below, all and any Excluded Assets owned by the New Chargor or in which the New Chargor has any interest shall be excluded from the charge created by Clause 2.4 (*Specific Security*) and Clause 2.5 (*Security Assignment*).
- (b) The New Chargor undertakes to use reasonable endeavours for 20 days following the date of this deed to obtain any relevant waivers or consents to charging of any material asset falling within paragraph (h) of the definition of "Excluded Asset" in the Debenture, if, in the view of the Company (acting reasonably) the taking of such security would have no material adverse impact on commercial relationships with third parties or otherwise force the New Chargor or the Group to incur any material costs, provided that if the New Chargor has failed to obtain such consent or waiver by the end of the prescribed time period, its obligation to use reasonable endeavours to do so shall lapse at the end of that time period provided that the relevant mortgage, assignment or fixed charge under this deed shall extend (to the extent no breach of the relevant agreement would occur) to the Related Rights in respect of that restricted asset but shall exclude the restricted asset itself.
- (c) Immediately upon receipt of any relevant waiver or consent obtained pursuant to paragraph (b) above, the relevant Excluded Asset shall stand charged to the Security Agent under Clause 2.3 (*Specific Security*), and, if required by the Security Agent at any time following receipt of such waiver or consent, the New Chargor will forthwith execute a valid fixed charge or legal assignment in such form as may be agreed between the New Chargor and the Security Agent.

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 Debenture.

4. CONSTRUCTION OF DEBENTURE

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

5. NOTICES

The New Chargor confirms that its address details for notices in relation to Clause 24 (*Notices*) of the Debenture are as follows:

Address: [•]

Facsimile: [•]

Attention: [•]

6. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

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

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGOR

EXECUTED as a DEED by
[Name of New Chargor] acting by:

[•] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [•]

Facsimile: [•]

Attention: [•]

THE SECURITY AGENT

EXECUTED as a DEED by
[Name of Security Agent] acting by:

[•] as Authorised Signatory: _____

Notice Details

Address: [•]

Facsimile: [•]

Attention: [•]

Email: [•]

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

REAL PROPERTY

[•]

SCHEDULE 2

SHARES AND INVESTMENTS

[•]

SCHEDULE 3

INTELLECTUAL PROPERTY

[•]

SCHEDULE 4

ACCOUNTS

[•]

SCHEDULE 5

INSURANCE POLICIES

[•]

SIGNATORIES TO SECOND-RANKING DEBENTURE

THE CHARGORS

**EXECUTED as a DEED by
SURVITEC HOLDINGS 1 LIMITED acting by:**

Philip Antony Swash as Director: _____

Witness: _____

Name: James Hume-Pru

Address: _____

Occupation: Barman

Notice Details

Address: Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman
KY1-9005, Cayman Islands

Facsimile:

EXECUTED as a DEED by
SURVITEC ACQUISITION COMPANY LIMITED acting by:

SUKETU KISHOR DEVANI as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Trainee Solicitor

Latham & Watkins (London) LLP
99 Bishopsgate
London
EC2M 3XF

Notice Details

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

Facsimile: _____

EXECUTED as a DEED by
SURVITEC GROUP HOLDCO LIMITED acting by:

SUKETU KISHOR DEVANI as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

JACOPO ZONOUZI

Trainee Solicitor

Latham & Watkins (London) LLP
99 Bishopsgate
London
EC2M 3XF

Notice Details

Address: 1-5 Beaufort Road, Birkenhead, Merseyside, United Kingdom, BH2 1HQ

Facsimile: _____

EXECUTED as a **DEED** by
SURVITEC GLOBAL SOLUTIONS LIMITED acting by:

Philip Antony Swash as Director: _____

Witness:

Name:

Address:

Occupation:

Notice Details

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

Facsimile:

EXECUTED as a DEED by
SURVITEC GROUP LIMITED acting by:

SUKETO KISHOR DEVANI as Director:

Witness:

Name:

JACOPO ZONOUZI

Address:

Occupation:

Trainee Solicitor

Latham & Watkins (London) LLP
99 Bishopsgate
London
EC2M 3XF

Notice Details

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

Facsimile:

EXECUTED as a DEED by
SURVITEC SERVICE & DISTRIBUTION LIMITED acting by:

Philip Antony Swash as Director: _____

Witness: _____

Name: _____

Address: _____

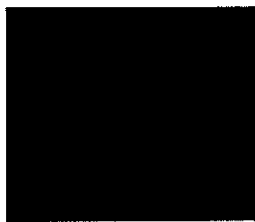
Occupation: _____

Notice Details

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

Facsimile: _____

EXECUTED as a DEED by
SGL (HOLDINGS) LIMITED acting by:



Philip Antony Swash as Director: _____

Witness:



Name:

Tim Harvey - Mr

Address:



Occupation:

Partner

Notice Details

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

Facsimile:

EXECUTED as a DEED by
SGL (FINANCE) LIMITED acting by:



Philip Antony Swash as Director: _____

Witness:



Name:

John Anthony Swash

Address:



Occupation:

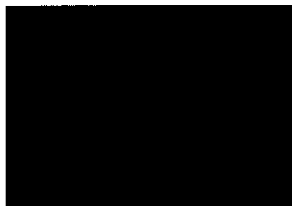
Barclay's

Notice Details

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

Facsimile:

**EXECUTED as a DEED by
SGL LIMITED acting by:**



Philip Antony Swash as Director: _____

Witness:



Name:

Philip Antony Swash

Address:



Occupation:

Director

Notice Details

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

Facsimile:

EXECUTED as a DEED by
SURVITEC GROUP (HOLDINGS) LIMITED acting by:

Philip Antony Swash as Director: _____

Witness:

Name:

Address:

Occupation:

Notice Details

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

Facsimile:

EXECUTED as a DEED by
SURVITEC GROUP (FINANCE 3) LIMITED acting by:

Philip Antony Swash as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

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

Facsimile: _____

EXECUTED as a DEED by
SURVITEC GROUP (FINANCE 2) LIMITED acting by:

Philip Antony Swash as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

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

Facsimile: _____

EXECUTED as a DEED by
SURVITEC GROUP (FINANCE 1) LIMITED acting by:

Philip Antony Swash as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

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

Facsimile: _____

**EXECUTED as a DEED by
SURVIVAL-ONE LIMITED acting by:**

SUKETU KISHOR DEVANI as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

JACOPO ZONOUZI

Trainee Solicitor

Latham & Watkins (London) LLP
99 Bishopsgate
London
EC2M 3XF

Notice Details

Address: Findon Shore, Findon, Portlethen, Aberdeen, Scotland, AB12 3RL

Facsimile: _____

EXECUTED as a DEED by
SURVITEC SURVIVAL CRAFT LTD acting by:

SUKETU KISHOR DEVANI as Director: _____

Witness:

Name:

JACOPO ZONOUZI

Address:

Occupation:

Trainee Solicitor

Latham & Watkins (London) LLP
99 Bishopsgate
London
EC2M 3XF

Notice Details

Address: Findon Shore, Findon, Portlethen, Aberdeen, Scotland, AB12 3RL

Facsimile:

THE SECURITY AGENT

EXECUTED as a DEED by
LUCID TRUSTEE SERVICES LIMITED acting by:

_____ Paul Barton as Authorised Signatory: _____
Director

Notice Details

Address: 6th Floor, No 1 Building 1-5 London Wall Buildings
London Wall
London EC2M 5PG
United Kingdom
Facsimile: +44 203 002 4691 / + 44 844 507 0945

Attention: Lucid Agency and Trustee Services Limited (deals@lucid-ats.com)