

MR01

Particulars of a charge

669036/13

Laserform

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

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR00

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
charge. If the form is not delivered outside of the 21 days it will be rejected unless it is  
delivered with a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record. **Do not send the original**



\*A4LY4U3T\*  
A06 10/12/2015 #142  
COMPANIES HOUSE

**1** **Company details**

Company number 0 5 7 6 3 6 3 6

Company name in full CANDLE HOLDCO UK LIMITED

3 For official use

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

All fields are mandatory unless  
specified or indicated by \*

**2** **Charge creation date**

Charge creation date d 0 d 3 m 1 m 2 y 2 y 0 y 1 y 5

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

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

Name GLAS TRUST CORPORATION LIMITED

Name

Name

Name

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

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

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4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

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

☒ Yes

☐ No

6

**Floating charge**

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

**Negative Pledge**

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

☒ Yes

☐ No

8

**Trustee statement ①**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X

Magnum LLP

X

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

MR01

Particulars of a charge



**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name MEH/647676

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No 138 Chancery Lane

Telephone +44 (0)20 7831 9222



**Certificate**

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



**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



**Important information**

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



**How to pay**

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

Make cheques or postal orders payable to 'Companies House'.



**Where to send**

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

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

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



**Further information**

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This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 5763636

Charge code: 0576 3636 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd December 2015 and created by CANDLE HOLDCO UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th December 2015.

2

Given at Companies House, Cardiff on 16th December 2015



**Companies House**



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

Date 03 December 2015

**THE COMPANIES identified in schedule 1  
as Originalchargors**

**GLAS TRUST CORPORATION LIMITED  
as Security Agent**

**SECURITY AGREEMENT**

**This security agreement is entered into subject to the terms of  
the Intercreditor Agreement**

SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G  
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS  
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.

*Macfarlanes LLP*

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON EC4A 1LT

DATE *09/12/15*

**MACFARLANES**

Macfarlanes LLP  
20 Cursitor Street  
London EC4A 1LT

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DATE

2015

BETWEEN

- 1 **THE COMPANIES** listed in schedule 1 (*Original Chargors*) as original chargors (each an "Original Chargor"), and
- 2 **GLAS TRUST CORPORATION LIMITED** for itself and as agent and trustee for each of the other Secured Parties (as defined below) (the "**Security Agent**")

**BACKGROUND**

- A Each Original Chargor is required to enter into this security agreement as a condition of the Senior Facilities Agreement and the Subordinated Facilities Agreement (as defined below)
- B The Parties intend that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand

**IT IS AGREED** as follows

1 **Interpretation**

1 1 **Definitions**

In this security agreement (including, without limitation, the recitals to it), unless the context otherwise requires

1 1 1 words and expressions defined in the Senior Facilities Agreement or, after the Senior Discharge Date, to the extent defined in the Subordinated Facilities Agreement, the Subordinated Facilities Agreement (and, if not defined in that document, the Senior Facilities Agreement notwithstanding the occurrence of the Senior Discharge Date) shall have the same meanings when used in this security agreement, and

1 1 2 the following words and expressions shall have the meanings given to them in this clause 1 1

**Accession Document** a deed of accession substantially in the form set out in schedule 6 (*Form of deed of accession*) (or such other form as the Security Agent and the Company may approve),

**Account** a Collection Account or a Mandatory Prepayment Account and all Related Rights,

**Account Bank** any bank, building society, financial institution or other person with whom an Account is maintained by a Chargor,

**Additional Chargor** a person who has acceded to this security agreement as an Additional Chargor by executing an Accession Document,

**Administrator** a person appointed in accordance with Sched B1 Insolvency Act 1986 to manage a Chargor's affairs, business and property,

**Assigned Agreements** any agreement specified as such in part 4 of schedule 2 (*Security Assets*) and any other agreement designated as an Assigned Agreement by the Company and the Security Agent and (in each case) all Related Rights,

**Assigned Assets** the Security Assets expressed to be assigned pursuant to clause 3 3 (*Assignments*) and all Related Rights,

**Cash Collateral Account** in relation to a Chargor, subject to the terms of the Senior Facilities Agreement and the Subordinated Facilities Agreement, any account opened or

maintained by it with a Letter of Credit Provider, into which that Chargor deposits cash collateral in favour of that Letter of Credit Provider, in respect of any letter of credit issued by that Letter of Credit Provider on behalf of that Chargor,

**Chargor** each Original Chargor and each Additional Chargor,

**Collection Account** in relation to a Chargor

- (a) any of its accounts specified as such in part 3 of schedule 2 (*Security Assets*) and all Related Rights, and
- (b) any other account opened or maintained by it (including, without limitation, any replacement account or sub-account of such account), other than a Mandatory Prepayment Account, and all Related Rights,

**Default Rate** the rates of interest determined in accordance with clause 12.3 (*Default interest*) of the Senior Facilities Agreement and clause 10.3 (*Default interest*) of the Subordinated Facilities Agreement,

**Enforcement Event** the occurrence of a Declared Default under either (i) the Senior Facilities Agreement or (ii) the Subordinated Facilities Agreement,

**Final Discharge Date** has the meaning given to that term in the Intercreditor Agreement,

**Finance Documents** each of the Senior Finance Documents and the Subordinated Finance Documents,

**Group Shares** in relation to a Chargor, the shares in any member of the Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf (including the shares identified in respect of that Chargor in part 2 of schedule 2 (*Security Assets*) (if any)) and all Related Rights,

**Insurance Policy** in relation to a Chargor, any contract or policy of insurance of any kind (other than in relation to third party liabilities or similar claims) in which that Chargor has an interest from time to time (including, without limitation, those specified as such in part 6 of schedule 2 (*Security Assets*) (if any)) and all Related Rights,

**Intellectual Property**

- (a) any patents, trade marks, service marks, designs, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semiconductor topography rights, utility models, rights in designs, rights in get up, rights in inventions, rights in know-how, moral rights and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, and
- (b) the benefit of all applications and all rights to use such assets (which may now or in the future subsist),
- (c) in each case, together with all Related Rights (and registered includes registrations and applications for registration),

**Investments** in relation to a Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of that Chargor or by any trustee, fiduciary or clearance or settlement system on its behalf (including the Group Shares and any Cash Equivalent Investments) and all Related Rights,

**Investor** has the meaning given to that term in the Intercreditor Agreement,

**Land Registry** H M Land Registry,



**Letter of Credit Provider** subject to the terms of the Senior Facilities Agreement and the Subordinated Facilities Agreement, a person that has issued a letter of credit on behalf of a Chargor on a bilateral basis,

**Majority Senior Lenders** has the meaning given to that term in the Intercreditor Agreement,

**Majority Subordinated Lenders** has the meaning given to that term in the Intercreditor Agreement,

**Mandatory Prepayment Account** each Mandatory Prepayment Account (as defined in the Senior Facilities Agreement) and all Related Rights and, in relation to a Chargor, includes (without limitation)

- (a) any of its accounts specified as such in part 3 of schedule 2 (*Security Assets*) and all Related Rights, and
- (b) any other account so designated by the Company and the Security Agent and all Related Rights,

**Monetary Claims** in relation to a Chargor, any book and other debts and monetary claims of any nature owing to that Chargor (other than in respect of any Account) (including, without limitation, any Intra Group Liabilities (as defined in the Intercreditor Agreement) in respect of which that Chargor is a creditor) and all Related Rights,

**Obligor** each Obligor as defined in the Senior Facilities Agreement and each Obligor as defined in the Subordinated Facilities Agreement,

**Party** a party to this security agreement,

**Real Property** in relation to a Chargor

- (a) any freehold, leasehold, licence or other interest in any immovable property (including, without limitation, the property identified in respect of that Chargor in part 1 of schedule 2 (*Security Assets*) (if any)) and all Related Rights, and
- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights,

**Receiver** a receiver and manager or other receiver appointed under this security agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver,

**Related Rights** 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 any part of that asset,
- (c) the proceeds of sale of all or any part of that asset, and
- (d) any other moneys paid or payable in respect of that asset,

**Secured Obligations** all present and future liabilities and obligations at any time due, owing or incurred by any member of the Group or the Parent to any Secured Party under the Finance Documents (including, without limitation, all monies covenanted to be paid under this security agreement), both actual and contingent and whether incurred solely or jointly or severally as principal or surety or in any other capacity excluding any sum,

liability or obligation which, if included, would result in this security agreement contravening any applicable laws (including sections 678 and 679 of the Companies Act 2006),

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

**Security Assets** all the assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to this security agreement,

**Security Period** the period commencing on the date of this security agreement and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably performed, paid and discharged in full, and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

**Senior Agent** the Agent under and as defined in the Senior Facilities Agreement,

**Senior Discharge Date** the meaning given to that term in the Intercreditor Agreement,

**Senior Facilities Agreement** the senior term and revolving facilities agreement dated on or about the date of this security agreement between, among others, Candle Holdco UK Limited as the Company and the Senior Agent,

**Senior Finance Documents** has the meaning given to that term in the Intercreditor Agreement,

**Specified Intellectual Property** in relation to a Chargor, the Intellectual Property identified in part 5 of schedule 2 (*Security Assets*) and any other Intellectual Property notified to the Security Agent pursuant to clause 15.2 (*Other undertakings*) and (in each case) all Related Rights,

**Subordinated Agent** the Agent under and as defined in the Subordinated Facilities Agreement,

**Subordinated Facilities Agreement** the subordinated term facilities agreement dated on or about the date of this security agreement between, among others, Candle Holdco UK Limited as the Company and the Subordinated Agent, and

**Subordinated Finance Documents** has the meaning given to that term in the Intercreditor Agreement

## 1.2 Construction

1.2.1 Unless a contrary indication appears in this security agreement, the provisions of clause 1.2 (*Construction*) of the Senior Facilities Agreement (other than paragraph 1.2.3 of that clause) or, after the Senior Discharge Date, clause 1.2 (*Construction*) of the Subordinated Facilities Agreement (other than paragraph 1.2.3 of that clause) shall apply to this security agreement as if set out in full in this security agreement with references to this agreement being treated as references to this security agreement,

1.2.2 Unless a contrary indication appears in this security agreement, any reference in this security agreement to

1.2.2.1 a Chargor, the Security Agent or any other Secured Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted

transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents,

- 1 2 2 2 this security agreement, the Senior Facilities Agreement, the Subordinated Facilities Agreement, any other Finance Document or any other agreement or instrument is a reference to this security agreement, the Senior Facilities Agreement, the Subordinated Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or the Parent or provides for further advances), and
- 1 2 2 3 Secured Obligations includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group or the Parent,
- 1 2 3 A reference in this security agreement to any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment includes
  - 1 2 3 1 all dividends, interest, coupons and other distributions paid or payable,
  - 1 2 3 2 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, and
  - 1 2 3 3 any rights against any clearance or settlement system and any right under any custodian or other agreement,
  - 1 2 3 4 in relation to that stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund or other investment,
- 1 2 4 Each undertaking of a Chargor (other than a payment obligation) contained in this security agreement
  - 1 2 4 1 must be complied with at all times during the Security Period, and
  - 1 2 4 2 is given by that Chargor for the benefit of the Security Agent and each other Secured Party,
- 1 2 5 The terms of the other Finance Documents and of any side letters relating to the Finance Documents are incorporated in this security agreement to the extent required for any contract for the purported disposition of any Security Assets contained in this security agreement to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989,
- 1 2 6 The fact that the details of any assets in the schedules are incorrect or incomplete shall not affect the validity or enforceability of this security agreement in respect of the assets of any Chargor,

1 2 7           References to a clause or Schedule are to a clause of, or schedule to, this security agreement

**1 3       Joint and several**

The liabilities and obligations of each Chargor under this security agreement are joint and several. Each Chargor agrees to be bound by this security agreement notwithstanding that any other Chargor which was intended to sign or be bound by this security agreement did not so sign or is not so bound by this security agreement.

**1 4       Intercreditor Agreement**

This security agreement is subject to the Intercreditor Agreement. In the event of any inconsistency between any provision of this security agreement and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

**1 5       Trustee Act 1925 and Trustee Act 2000**

1 5 1           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 security agreement, the provisions of this security agreement shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this security agreement shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000.

1 5 2           For the avoidance of doubt

1 5 2 1           the Security Agent may retain or invest in securities payable to bearer without appointing a person to act as a custodian, and

1 5 2 2           sections 22 and 23 of the Trustee Act 2000 shall not apply to this security agreement

**1 6       Third parties**

1 6 1           Except as otherwise expressly provided in paragraph 16.8.1 of clause 16.8 (*Protection of third parties*), clause 24 (*Expenses and indemnities*) or elsewhere in this security agreement, the terms of this security agreement may be enforced only by a Party and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

1 6 2           Notwithstanding any term of this security agreement and subject to Clause 23 (*Consents, amendments and override*) of the Intercreditor Agreement, no consent of a third party is required for any termination or amendment of this security agreement.

**2       Covenant to pay**

2 1           Each Chargor, as primary obligor and not merely as surety, covenants with the Security Agent (as trustee for the Secured Parties) that it will pay or discharge on demand all of the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the relevant Finance Document.

2 2           Each Chargor acknowledges to the Security Agent that the amount secured by this security agreement and in respect of which this security agreement and the Transaction Security hereby created is enforceable is the full amount of the Secured Obligations.

### **3 Creation of security**

#### **3 1 Legal mortgages**

Each Chargor charges and agrees to charge in favour of the Security Agent by way of legal mortgage all its rights, title and interest in and to the Real Property in England or Wales vested in it on the date of this security agreement

#### **3 2 Fixed charges**

Each Chargor charges and agrees to charge in favour of the Security Agent by way of fixed charge all its rights, title and interest from time to time in and to

- 3 2 1 the Real Property vested in it on the date of this security agreement (to the extent not the subject of a mortgage under clause 3 1 (*Legal mortgages*)),
- 3 2 2 the material Real Property vested in it after the date of this security agreement,
- 3 2 3 the Investments,
- 3 2 4 any plant and machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights,
- 3 2 5 the Accounts (other than any Cash Collateral Account),
- 3 2 6 to the extent not effectively assigned under clause 3 3 (*Assignments*), the Assigned Assets,
- 3 2 7 any goodwill and rights in relation to its uncalled capital and all Related Rights,
- 3 2 8 the benefit of all consents and agreements held by it in connection with the use of any of its assets and all Related Rights,
- 3 2 9 if (and to the extent) capable of being charged, the Intellectual Property,
- 3 2 10 any beneficial interest, claim or entitlement of it to any assets of any pension fund and all Related Rights,
- 3 2 11 the Monetary Claims,
- 3 2 12 any Authorisations held in connection with its business or the use of any Security Asset and all Related Rights, and
- 3 2 13 any letter of credit issued in favour of that Chargor and bills of exchange and other negotiable instruments held by it and all Related Rights

#### **3 3 Assignments**

Each Chargor assigns and agrees to assign by way of security, absolutely and unconditionally, to the Security Agent all its rights, title and interest from time to time in and to

- 3 3 1 the Insurance Policies, if (and to the extent that) claims under such Insurance Policies may trigger a mandatory prepayment event under any Finance Document,
- 3 3 2 each Assigned Agreement to which it is a party, and
- 3 3 3 all Monetary Claims (not charged under paragraph 3 2 11 of clause 3 2 (*Fixed charges*))

### **3 4 Floating charge**

3 4 1 Each Chargor charges and agrees to charge in favour of the Security Agent by way of floating charge all its present and future

3 4 1.1 undertaking and assets of whatever type and wherever located, and

3 4 1 2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

3 4 2 The floating charge created by each Chargor pursuant to paragraph 3 4 1 above shall be deferred in point of priority to all other Transaction Security

3 4 3 The floating charge created by each Chargor pursuant to paragraph 3 4 1 above is a *qualifying floating charge* for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this security agreement

## **4 Conversion of floating charge**

### **4 1 Conversion by notice**

The Security Agent may by notice in writing to a Chargor convert the floating charge created by that Chargor pursuant to paragraph 3 4 1 of clause 3 4 (*Floating charge*) with immediate effect into fixed charges as regards all or any of such Chargor's assets, rights and property specified in that notice if

4 1 1 an Enforcement Event has occurred,

4 1 2 the Security Agent considers any Security Asset subject to such floating charge to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy,

4 1 3 the Security Agent considers that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Transaction Security, or

4 1 4 any Chargor requests the Security Agent to exercise any of its powers under this security agreement

### **4 2 Automatic conversion**

The floating charge created pursuant to paragraph 3 4 1 of clause 3 4 (*Floating charge*) shall (in addition to the circumstances in which the same will occur under general law) automatically and immediately be converted into a fixed charge over all of a Chargor's assets, rights and property not already subject to an effective fixed charge

4 2 1 if that Chargor takes any step to create any Security in breach of clause 7 (*Restriction on dealings*) over any of the Security Assets subject to such floating charge,

4 2 2 if any person takes any step to effect any expropriation, attachment, sequestration, distress, execution or other legal process against any of the Security Assets subject to such floating charge, or

4 2 3 on the occurrence of an Event of Default in respect of that Chargor under Clause 26 7 (*Insolvency proceedings*) of the Senior Facilities Agreement or Clause 24 4 (*Insolvency*) of the Subordinated Facilities Agreement

**4 3      Moratorium**

The floating charge created pursuant to paragraph 3 4 1 of clause 3 4 (*Floating charge*) by any Chargor may not be converted into a fixed charge solely by reason of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 in respect of that Chargor

**4 4      Reconversion to floating charge**

Any floating charge which has crystallised under clause 4 1 (*Conversion by notice*) or clause 4 2 (*Automatic conversion*) may by notice in writing given at any time by the Security Agent (acting on the unanimous instructions of each Secured Party) to the relevant Chargor be reconverted into a floating charge under paragraph 3 4 1 of clause 3 4 (*Floating charge*) in relation to the assets, rights and property specified in such notice

**4 5      Partial conversion**

The giving of a notice by the Security Agent pursuant to clause 4 1 (*Conversion by notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

**4 6      Letter of non-crystallisation of floating charge**

As soon as practicable following a request from a Letter of Credit Provider (acting reasonably) on or about the time that a Chargor opens a Cash Collateral Account in favour of that Letter of Credit Provider, the Security Agent shall provide to that Letter of Credit Provider a letter of non-crystallisation in respect of the floating charge created by that Chargor pursuant to paragraph 3 4 1 of clause 3 4 (*Floating charge*), confirming that, as at the date of that letter

4 6 1      the Security Agent has not taken any action which has resulted in the crystallisation of that floating charge, and

4 6 2      so far as the Security Agent is aware, no event or circumstance has occurred or existed that has resulted or could result in the crystallisation of that floating charge

**4 7      Scottish property**

Clause 4 2 (*Automatic conversion*) shall not apply to any assets situated in Scotland 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

**5      Release and reassignment**

Upon the expiry of the Security Period (but subject to clause 6 6 (*Provisions relating to Transaction Security*)), the Security Agent shall, at the request and cost of the Company

5 1 1      release and re-assign to the relevant Chargor its rights, title and interest in and to the Security Assets, and

5 1 2      execute such notices and directions to any persons as the relevant Chargor may reasonably require in order to give effect to such release and re-assignment,

in each case, without recourse to or any representation or warranty by any Secured Party or any other person

**6 Provisions relating to transaction security**

**6.1 All Transaction Security:**

- 6.1.1 is created in favour of the Security Agent for itself and on behalf of each of the other Secured Parties,
  - 6.1.2 is created over the present and future assets of each Chargor, and
  - 6.1.3 is a continuing security for the payment, discharge and performance of all of the Secured Obligations, will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate payment or discharge in whole or in part and shall remain in full force and effect as a continuing security for the duration of the Security Period
- 6.2 The Transaction Security created pursuant to this security agreement shall be in addition to and not in substitution for or derogation of any other security (whether given by the Chargors or otherwise) now or from time to time hereafter held by the Security Agent or any other Secured Party in respect of or in connection with any or all of the Secured Obligations
- 6.3 The Transaction Security created by each Chargor by or in connection with any Finance Document is separate from and independent of the Transaction Security created or intended to be created by any other Chargor by or in connection with any Finance Document
- 6.4 If a Chargor purports to mortgage, assign or charge (absolutely or by way of fixed mortgage or charge) an asset under this security agreement and such mortgage, assignment or charge breaches a term of an agreement binding on that Chargor in respect of that asset because the consent of a person (other than a member of the Group, the Parent or the Investor) has not been obtained
- 6.4.1 that Chargor shall notify the Security Agent immediately,
  - 6.4.2 subject to clause 6.4.4 below, the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself,
  - 6.4.3 unless the Security Agent otherwise requires, that Chargor shall use best endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Security Agent, and
  - 6.4.4 forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Transaction Security in favour of the Security Agent under clause 3.1 (*Legal mortgages*), clause 3.2 (*Fixed charges*) or clause 3.3 (*Assignments*) (as applicable)
- 6.5 The Security Agent holds the benefit of this security agreement on trust for itself and each of the other Secured Parties from time to time on the terms of the Intercreditor Agreement
- 6.6 The Transaction Security created pursuant to this security agreement by each Chargor is made with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of
- 6.6.1 the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994,



- 6 6 2 the words "except to the extent that" and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994, and
- 6 6 3 section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994
- 6 7 If the Security Agent considers that an amount paid by any member of the Group or the Parent to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of that member of the Group or the Parent or otherwise, the Transaction Security and the liability of each Chargor under this security agreement shall continue and that amount will not be considered to have been irrevocably paid for the purposes of this security agreement
- 6 8 The Transaction Security created by the Parent pursuant to
- 6 8 1 this agreement shall be first ranking, and
- 6 8 2 Clause 3 1 (*Legal mortgages*), clause 3 2 (*Fixed charges*) or clause 3 3 (*Assignments*) (as applicable), shall exclude any asset of the Parent (other than, for the avoidance of doubt any Group Shares in any member of the Group incorporated in England and Wales) that is situated outside England or Wales at any time
- For the avoidance of doubt, the Parent is only Party to this agreement for the purpose of granting the Transaction Security set out in clause 3 2 3 (*Fixed charges*) in respect of Group Shares in any member of the Group incorporated in England and Wales
- 6 9 Notwithstanding anything contained in this security agreement or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation
- 6 10 Without prejudice to any similar rights that the Security Agent, Senior Agent and/or Subordinated Agent may have under any of the Finance Documents, prior to the occurrence of an Enforcement Event, each Chargor shall ensure that representatives of the Security Agent (with or without surveyors, workmen or others) are able at all reasonable times, not more than twice in any calendar year, to view the condition of any of the Security Assets
- 7 Restriction on dealings**
- No Chargor may
- 7 1 create or permit to subsist any Security or Quasi-Security on any of the Security Assets (other than as created pursuant to this security agreement),
- 7 2 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
- 7 2 1 sell, transfer or otherwise dispose of any of its assets to any person on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group,
- 7 2 2 sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- 7 2 3 enter 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
- 7 2 4 enter into any other preferential arrangement having a similar effect,

7 3 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Security Asset, or

7 4 do, or permit to be done, anything which is intended to or would or could reasonably be expected to materially prejudice the Transaction Security created pursuant to this security agreement,

unless permitted to do so under the Senior Facilities Agreement and the Subordinated Facilities Agreement

## 8 Representations and warranties

### 8 1 Representations and warranties

Each Chargor makes the representations and warranties set out in this clause 8 1 to each Secured Party

#### 8 1 1 Accuracy of information:

As at the date of this security agreement, schedule 2 (*Security Assets*) identifies

8 1 1 1 all of the Real Property falling within paragraph (a) of that definition, Group Shares, Accounts and Assigned Agreements in which it has any interest (whether direct or indirect), and

8 1 1 2 all of the material Intellectual Property in which it has any interest that it considers (acting reasonably) is required to conduct its business or any part of it

#### 8 1 2 Investments

8 1 2 1 The Investments which it purports to mortgage or charge under this security agreement are duly authorised, validly issued and fully paid

8 1 2 2 It has not nominated any person to enjoy or exercise any right relating to the Investments pursuant to Part 9 of the Companies Act 2006 or otherwise

#### 8 1 3 Assigned Agreements

8 1 3 1 Its obligations under each Assigned Agreement to which it is a party are valid, legally binding and, subject to the Legal Reservations, enforceable in accordance with the terms of that Assigned Agreement

8 1 3 2 There is no prohibition on assignment in any Assigned Agreement to which it is party that has not been waived by the other parties to it and the entry into and performance by it of this security agreement does not conflict with any term of any Assigned Agreement to which it is party

### 8 2 Times for making representations and warranties

The representations and warranties set out in clause 8 1 (*Representations and warranties*)

8 2 1 are made by each Chargor on the date of this security agreement, and

8 2 2 (other than the representations and warranties set out in paragraph 8 1 1 of clause 8 1 (*Representations and warranties*)) are deemed to be repeated by each Chargor on each date prior to the Final Discharge Date on which any of the representations and warranties set out in Clause 22 (*Representations*) of the Senior Facilities Agreement or Clause 20 (*Representations*) of the Subordinated Facilities Agreement are repeated,

in each case by reference to the circumstances existing at that time

## **9 Real property**

### **9 1 Documents of title relating to Real Property**

Each Chargor shall

9 1.1 on the date of this security agreement, in respect of all Real Property vested in it on that date, and

9 1 2 after the date of this security agreement, on or after the acquisition by that Chargor of any interest in any material Real Property,

deposit all deeds and documents of title relating to that Real Property with the Security Agent (or as it shall direct) The Security Agent is entitled to hold and retain all such deeds and documents of title until the Final Discharge Date or, if earlier, until the Real Property to which such deeds or documents of title relate is released from the Transaction Security in accordance with the Finance Documents

### **9 2 Land Registry**

9 2 1 Each Chargor undertakes to make or procure that there is made a due application to the Land Registry in respect of

9 2 1 1 any Real Property that is vested in it on the date of this security agreement, and

9 2 1 2 any material Real Property in which it acquires an interest after the date of this security agreement,

and which, in each case, is registered land (and consents to such an application being made by or on behalf of the Security Agent)

(i) to enter a restriction in the following terms on the relevant register of title

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of GLAS Trust Corporation Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer", and

(ii) to enter an obligation to make further advances on the relevant register of title

9 2 2 Each Chargor certifies to the Land Registry that the Transaction Security does not contravene any of the provisions of the memorandum or articles of association or other constitutive documents of that Chargor

**9 3      Acquisitions of Real Property**

9 3 1      Each Chargor shall promptly notify the Security Agent of the acquisition of any material Real Property and shall

9 3 1 1      promptly on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage of that Real Property in favour of the Security Agent in any form (consistent with this security agreement) as the Security Agent may require (acting reasonably),

9 3 1 2      if the title to that Real Property is registered at the Land Registry or required to be so registered, make (as applicable) a due application for registration of that Chargor as proprietor of the Real Property and of the Security Agent as proprietor of any legal mortgage entered into pursuant to paragraph 9 3 1 1 above, and

9 3 1 3      in any event take all necessary steps for the noting of the Transaction Security in the relevant register of title at the Land Registry

**9 4      Other undertakings**

9 4 1      Each Chargor shall, in respect of all or any part of its Real Property that is subject to the Transaction Security created pursuant to this security agreement

9 4 1 1      perform and observe in all material respects all covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to that Real Property or its use, including those requiring payment of sums in respect of that Real Property,

9 4 1 2      perform and observe in all material respects all the covenants, conditions and stipulations (whether as landlord or tenant), and enforce the due observance and performance of all material obligations of all other persons of which it has the benefit, in any lease, agreement for lease or other right to occupy in respect of that Real Property, and

9 4 1 3      after the occurrence of an Enforcement Event, not without the prior written consent of the Security Agent

(i)      sever or remove any of the fixtures or fittings forming part of that Real Property or any of the plant and machinery (other than stock in trade or work in progress) on or in that Real Property, and

(ii)      fix or permit the affixing of any Security Asset to any of its Real Property which is not itself a Security Asset

9 4 2      Each Chargor shall, within 14 days after the date of receipt by it of any material communication made with respect to all or any part of its Real Property that is subject to the Transaction Security created pursuant to this security agreement, deliver a copy of that communication to the Security Agent and, after the occurrence of an Enforcement Event, comply with the reasonable instructions of the Security Agent in relation to any such communication

9 4 3      After the occurrence of an Enforcement Event, no Chargor shall

- 9 4 3 1 grant or agree to grant (whether in exercise of or independently of any statutory power) any lease or tenancy,
- 9 4 3 2 agree to any surrender of any lease or tenancy,
- 9 4 3 3 commence any forfeiture proceedings in respect of any lease or tenancy, or
- 9 4 3 4 serve any notice on any former tenant under any lease or tenancy (or any guarantor of that former tenant) which would entitle it to a new lease or tenancy,

in respect of all or any part of its Real Property that is subject to the Transaction Security created pursuant to this security agreement

## 10 Monetary claims

### 10 1 Undertakings

Each Chargor shall

- 10 1 1 collect and realise its Monetary Claims in a prudent manner (as agent for the Security Agent) and pay the proceeds of those Monetary Claims into a Collection Account forthwith upon receipt (and such proceeds shall be held upon trust by that Chargor for the Security Agent prior to such payment), and
- 10 1 2 not factor, discount or otherwise deal with its Monetary Claims save as provided for in paragraph 10 1 1 above (or enter into any agreement for such factoring, discounting or dealing),

save as otherwise provided by the Senior Facilities Agreement and the Subordinated Facilities Agreement

### 10 2 Exercise of rights on Enforcement Event

- 10 2 1 On and after the occurrence of an Enforcement Event, no Chargor shall be entitled to withdraw or otherwise transfer the proceeds of collection or realisation of any Monetary Claims standing to the credit of any Collection Account without the prior written consent of the Security Agent
- 10 2 2 On and after the occurrence of an Enforcement Event, each Chargor shall give notice to the debtors in respect of any Monetary Claims in such form as the Security Agent may require

## 11 Accounts

### 11 1 Notices

Each Chargor shall, no later than five Business Days after the date of this security agreement or, in relation to any Account opened after the date of this security agreement, no later than five Business Days after the date of opening of such account, give notice to each Account Bank substantially in the form set out in schedule 3 (*Notice for Accounts*) and shall use its reasonable endeavours to obtain a duly completed acknowledgment of that notice from the relevant Account Bank within 20 Business Days after the date of receipt by that Account Bank of that notice. If the Chargor has used its reasonable endeavours but has been unable to obtain such acknowledgment from the relevant Account Bank during that 20 Business Day period, its obligation to obtain such acknowledgment shall cease upon the expiry of that time period

## **11 2 Other undertakings**

- 11 2 1 Prior to the occurrence of an Enforcement Event, each Chargor shall (subject to the terms of the Senior Facilities Agreement and the Subordinated Facilities Agreement) be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Collection Account
- 11 2.2 No Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Mandatory Prepayment Account except with the prior written consent of the Security Agent. In relation to any proposed withdrawal of monies from a Mandatory Prepayment Account prior to the occurrence of an Enforcement Event, each Chargor shall, at least three Business Days before the proposed withdrawal date, notify the Security Agent and certify the purpose for which the relevant funds are to be applied. Any such withdrawal shall only be permitted if the Security Agent acting in good faith is satisfied that the monies to be withdrawn are to be applied in accordance with the provisions of the Senior Facilities Agreement and the Subordinated Facilities Agreement and has confirmed to the relevant Account Bank that the proposed withdrawal is permitted
- 11 2 3 Each Chargor shall promptly deliver to the Security Agent details of any Account maintained by it (unless such details are set out in part 3 of schedule 2 (*Security Assets*))
- 11 2 4 No Chargor shall, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Mandatory Prepayment Account or close any Mandatory Prepayment Account

## **11 3 Exercise of rights on Enforcement Event**

On and after the occurrence of an Enforcement Event:

- 11 3 1 no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Security Agent, and
- 11 3 2 the Security Agent shall be entitled without notice 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 23 (*Application of proceeds*)

## **12 Investments**

### **12 1 Documents of title relating to Investments**

Each Chargor shall, on the date of this security agreement or, if later, three Business Days after becoming entitled to the relevant Investments, deliver to the Security Agent in the agreed form

- 12 1 1 all stock and share certificates and other documents of title relating to its Investments (other than any Cash Equivalent Investments), and
- 12 1 2 in respect of all such Investments
- 12 1 2 1 all stock transfer forms (executed in blank and left undated), and
- 12 1 2 2 all other documents that the Security Agent may reasonably request (including declarations of trust in relation to any Investments in which that Chargor has an interest that are not held in its sole name)

## **12.2 Voting power**

- 12.2.1 Unless otherwise agreed by the relevant Chargor and the Security Agent, prior to the occurrence of an Enforcement Event
- 12.2.1.1 each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments (subject to paragraph 12.2.1.2 below), and
- 12.2.1.2 if the Investments of a Chargor have been registered in the name of the Security Agent (or its nominee), the Security Agent (or its nominee) shall exercise the voting rights, powers and other rights in respect of such Investments in such manner as that Chargor may direct in writing from time to time
- 12.2.2 No Chargor shall exercise any of its voting rights, powers and other rights in respect of its Investments (or direct the Security Agent (or its nominee) to exercise such voting rights, powers and other rights) in any manner which varies the rights attaching to or conferred by the Investments in any way which could reasonably be expected to adversely affect the interests of the Secured Parties or which could reasonably be expected to prejudice the value of or the ability of the Security Agent to realise the Transaction Security in respect of such Investments
- 12.2.3 Prior to the occurrence of an Enforcement Event, voting power (for the purposes of section 435(10) of the Insolvency Act 1986) in respect of its Investments shall remain with the Chargor and shall not pass to the Security Agent or any other Secured Party

## **12.3 Other undertakings**

- 12.3.1 Prior to the occurrence of an Enforcement Event, each Chargor shall be entitled to receive and retain all dividends or other income or distributions paid or payable in relation to its Investments
- 12.3.2 No Chargor shall nominate any person, other than the Security Agent (or its nominee), to enjoy or exercise any right relating to any of the Investments whether pursuant to Part 9 of the Companies Act 2006 or otherwise
- 12.3.3 At any time when any Investments of a Chargor have been registered in the name of the Security Agent (or its nominee), the Security Agent (or its nominee) will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of such Investments are duly and promptly paid or received by it (or its nominee), or to verify that the correct amounts are paid or received by it (or its nominee), or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies 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 such Investments
- 12.3.4 Prior to the occurrence of an Enforcement Event, the Security Agent shall use its reasonable endeavours to forward to the relevant Chargor all material notices, correspondence and other communication it receives in relation to the Investments
- 12.3.5 Each Chargor shall indemnify the Security Agent (or its nominee) against any loss or liability incurred by the Security Agent (or its nominee) as a consequence of the Security Agent (or its nominee) acting at the direction of a Chargor in respect of its Investments

- 12 3 6 Each Chargor shall pay when due all calls or other payments that may be or become due in respect of any of its Investments. In the case of a default by a Chargor in such payment, the Security Agent may make such payment on behalf of that Chargor in which case any sums paid by the Security Agent shall be reimbursed (together with interest at the Default Rate for the period from and including the date incurred up to and excluding the date reimbursed) by that Chargor to the Security Agent on demand.

**12 4 Exercise of rights on Enforcement Event**

- 12 4 1 On and after the occurrence of an Enforcement Event

12 4 1 1 the Security Agent (or its nominee) may exercise or refrain from exercising any voting rights, powers and other rights in respect of the Investments in each case in the name of a Chargor, the registered holder or otherwise and without any further consent or authority on the part of any Chargor and irrespective of any direction given by a Chargor,

12 4 1 2 each Chargor shall hold any dividend or other income or distribution paid or payable in respect of any of its Investments on trust for the Security Agent (or its nominee), and

12 4 1 3 the Security Agent may complete the instrument(s) of transfer for all or any Investments on behalf of any Chargor in favour of itself or such other person as it may select.

- 12 4 2 Each Chargor irrevocably appoints the Security Agent (or its nominee) as its proxy to exercise all voting rights in respect of the Investments with effect from the occurrence of an Enforcement Event to the extent that such Investments remain registered in its name.

**12 5 Clearance and settlement systems**

- 12 5 1 Each Chargor shall, if so requested by the Security Agent

12 5 1 1 instruct or request its nominee or custodian to instruct any settlement or clearance system (including without limitation, CREST) to transfer any Investment held by it or its nominee or custodian for that Chargor to an account of the Security Agent or its nominee with that settlement or clearance system, and

12 5 1 2 take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Investments held in a settlement or clearance system.

- 12 5 2 The Security Agent may, at the expense of each Chargor, take whatever action the Security Agent considers necessary for the dematerialisation or rematerialisation of the Investments.

**12 6 Custodian arrangements**

Each Chargor shall

- 12 6 1 promptly give notice of this security agreement to any custodian of any Investment in any form which the Security Agent may reasonably require, and

- 12 6 2 use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require.



## **13 Insurance**

### **13 1 Notices**

Each Chargor shall, no later than five Business Days after the date of this security agreement or, in relation to any Insurance Policy entered into after the date of this security agreement, no later than five Business Days after the date of entry into such Insurance Policy, give notice to each insurer in the form set out in schedule 4 (*Notice for Insurance Policies*) and shall use its reasonable endeavours to obtain a duly completed acknowledgment of that notice from the relevant insurer within 20 Business Days after the date of receipt by that insurer of that notice. If the Chargor has used its reasonable endeavours but has been unable to obtain such acknowledgment from the relevant insurer during that 20 Business Day period, its obligation to obtain such acknowledgment shall cease upon the expiry of that time period.

### **13 2 Other undertakings**

13 2 1 Each Chargor will take all commercially reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of its Insurance Policies.

13 2 2 No Chargor will amend, waive or terminate any term of any Insurance Policy unless permitted by the Senior Facilities Agreement and the Subordinated Facilities Agreement.

13 2 3 Each Chargor shall supply to the Security Agent on request copies of each Insurance Policy together with the current applicable premium receipts.

### **13 3 Exercise of rights on Enforcement Event**

On and after the occurrence of an Enforcement Event

13 3 1 the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by a Chargor) any of a Chargor's rights under any of its Insurance Policies, and

13 3 2 each Chargor shall hold any payment it receives in respect of its insurance Policies on trust for the Security Agent, pending payment to the Security Agent for application in accordance with clause 23 (*Application of proceeds*).

## **14 Assigned agreements**

### **14 1 Notices**

14 1 1 Each Chargor shall, no later than five Business Days after the date of this security agreement or, in relation to any Assigned Agreement entered into or designated as such after the date of this security agreement, no later than five Business Days after the date of entry into or designation of such Assigned Agreement, give notice to each of the other parties to each Assigned Agreement in the form set out in schedule 5 (*Notice for Assigned Agreements*) and shall (other than where the relevant party is a member of the Group, the Parent or the Investor) use its reasonable endeavours to obtain a duly completed acknowledgment of that notice from the relevant party within 20 Business Days after the date of receipt by that party of that notice. If the Chargor has used its reasonable endeavours but has been unable to obtain such acknowledgment from that party during that 20 Business Day period, its obligation to obtain such acknowledgment shall cease upon the expiry of that time period. If the relevant party is a member of the Group, the Parent or the Investor, the relevant Chargor shall procure that the relevant party delivers to the Security Agent a duly completed acknowledgement of such notice.

- 14 1 2 Prior to the occurrence of an Enforcement Event, each Chargor shall remain entitled to exercise all of its rights and remedies under or in respect of the Assigned Agreements
- 14 2 **Other undertakings**
- 14 2 1 Each Chargor shall take all commercially reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of the Assigned Agreements
- 14 2 2 No Chargor will amend, waive or terminate any term of any Assigned Agreement -unless permitted by the Finance Documents
- 14 2 3 Each Chargor shall supply to the Security Agent on request copies of each Assigned Agreement to which it is party and any other information and documentation relating to any Assigned Agreement to which it is party
- 14 3 **Exercise of rights on Enforcement Event**
- On and after the occurrence of an Enforcement Event, the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by a Chargor) any Chargor's rights and remedies (including direction of any payments to the Security Agent) under or in respect of any Assigned Agreement to which it is party
- 15 **Intellectual property**
- 15 1 **Documents of title and registration**
- Each Chargor shall, if requested by the Security Agent
- 15 1 1 deliver all deeds and other documents of title relating to its Intellectual Property (including any licences relating to them and any forms or documents relating to any applications to register any such Intellectual Property in the name of a Chargor), and
- 15 1 2 execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property
- 15 2 **Other undertakings**
- Each Chargor shall, every six months, provide details to the Security Agent of any material Intellectual Property that such Chargor considers (acting reasonably) is required to conduct its business or any part of it unless such details are set out in part 5 of schedule 2 (*Security Assets*)
- 16 **Enforcement of transaction security**
- 16 1 **Timing and manner of enforcement**
- 16 1 1 The Transaction Security shall become immediately enforceable and the powers referred to in paragraph 16 4 1 of clause 16 4 (*General*) shall become immediately exercisable
- 16 1 1 1 upon the occurrence of an Enforcement Event, or
- 16 1 1 2 if the Chargor requests the Security Agent to exercise any of its powers under this security agreement, or
- 16 1 1 3 on the appointment of a Receiver

- 16 2 Without prejudice to any specific provisions contained in this security agreement, immediately after the Transaction Security has become enforceable, the Security Agent may in its absolute discretion (subject to the other provisions of this security agreement) enforce all or any part of the Transaction Security in any manner it sees fit or as the Majority Senior Lenders or (subject to the Intercreditor Agreement) the Majority Subordinated Lenders direct
- 16 3 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
- 16 4 **General**
- 16 4 1 The Secured Obligations shall be deemed to have become due and payable on the date of this security agreement for the purposes of section 101 of the Law of Property Act 1925. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied and extended by this security agreement) and all other powers conferred on a mortgagee by law shall be deemed to arise immediately after execution of this security agreement
- 16 4 2 Section 103 of the Law of Property Act 1925 shall not apply to this security agreement
- 16 4 3 The Security Agent may lease, make agreements for leases at a premium or otherwise, surrender, rescind or agree or accept surrenders of leases and grant options on such terms and in such manner as it shall think fit without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925
- 16 5 **Contingencies**
- If the Transaction Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate
- 16 6 **Exercise of powers**
- All or any of the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this security agreement and all or any of the rights and powers conferred by this security agreement on a Receiver (whether express or implied) may be exercised by the Security Agent without further notice to any Chargor upon, and at any time after, the occurrence of an Enforcement Event, irrespective of whether the Security Agent has taken possession of the Security Assets or appointed a Receiver
- 16 7 **Restrictions on notices**
- The Security Agent shall not be entitled to give any notice or instruction referred to in any notice delivered pursuant to clauses 11 1 (*Notices*) (other than in respect of a Mandatory Prepayment Account), 13 1 (*Notices*) or 14 1 (*Notices*) until an Enforcement Event has occurred
- 16 8 **Protection of third parties**
- 16 8 1 No person (including a purchaser) dealing with the Security Agent or a Receiver or any of its respective agents will be concerned to enquire
- 16 8 1 1 whether the Secured Obligations have become payable,

16 8 1 2 whether any power which the Security Agent or that Receiver may purport to exercise has become exercisable or is being properly exercised,

16 8 1 3 whether any amount remains due under the Finance Documents, or

16 8 1 4 how any money paid to the Security Agent or to that Receiver is to be applied

16 8 2 The receipt of the Security Agent or any Receiver of any moneys paid to the Security Agent or any Receiver by any person (including a purchaser) shall be an absolute and conclusive discharge and shall relieve any person dealing with the Security Agent or that Receiver of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver

16 8 3 In paragraphs 16 8 1 and 16 8 2 above, purchaser includes any person acquiring, for money or money's worth, any interest or right whatsoever in relation to the Security Assets

**16 9 No liability as mortgagee in possession**

Neither the Security Agent nor any Administrator or Receiver will be liable by reason of entering into possession of a Security Asset

16 9 1 to account as mortgagee in possession for any loss on realisation in respect of such Security Asset, or

16 9 2 for any default or omission for which a mortgagee in possession might be liable

**16 10 Redemption of prior Security**

The Security Agent or any Receiver may at any time after an Enforcement Event has occurred redeem any prior Security on or relating to any of the Security Assets 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 and any costs and expenses incidental to any such redemption or transfer

**16 11 Right of appropriation**

To the extent that any of the Security Assets constitute *financial collateral* and this security agreement 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 Security Agent or any Receiver shall, after the Transaction Security has become enforceable, have the right to appropriate without notice to the Chargor (either on a single occasion or on multiple occasions) all or any part of such financial collateral in or towards discharge of the Secured Obligations and for this purpose the value of the financial collateral so appropriated shall be

16 11 1 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

16 11 2 in the case of the Investments, the market price of such Investments determined by the Security Agent or any Receiver in a commercially reasonable manner (including by reference to a public index or independent valuation)

## **17 Administrator**

- 17 1 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)
- 17 1 1 if requested by that Chargor,
- 17 1 2 upon the occurrence of an Enforcement Event or upon the appointment of a Receiver, or
- 17 1 3 upon the occurrence of an Event of Default under Clause 26 7 (*Insolvency proceedings*) of the Senior Facilities Agreement or Clause 24 4 (*Insolvency*) of the Subordinated Facilities Agreement
- 17 2 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
- 17 3 In this clause 17, 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

## **18 Receiver**

### **18 1 Appointment of Receivers**

- 18 1 1 The Security Agent may (without notice) by deed or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver
- 18 1 1 1 if requested by that Chargor,
- 18 1 1 2 upon the occurrence of an Enforcement Event (whether or not the Security Agent has taken possession of the Security Assets), or
- 18 1 1 3 upon the occurrence of an Event of Default under Clause 26 7 (*Insolvency proceedings*) of the Senior Facilities Agreement or Clause 24 4 (*Insolvency*) of the Subordinated Facilities Agreement
- 18 1 2 The Security Agent may not appoint an administrative receiver over the Security Assets to the extent prohibited by section 72A of the Insolvency Act 1986
- 18 1 3 The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000
- 18 1 4 Section 109(1) of the Law of Property Act 1925 shall not apply to this security agreement
- 18 1 5 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
- 18 1 6 Any Receiver may be appointed Receiver of all of the Security Assets or Receiver of a part of the Security Assets specified in the appointment. In the case of an appointment of a part of the Security Assets, the rights conferred on a Receiver as set out in clause 18 5 (*Powers of Receivers*) shall have effect as

though every reference in that clause to any Security Assets was a reference to the part of those assets so specified or any part of those assets

**18.2 Removal of Receivers**

The Security Agent may by notice in writing remove any Receiver appointed by it (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receivership) whenever it thinks fit and appoint a new Receiver instead of any Receiver whose appointment has terminated for any reason

**18.3 Agent of Chargor**

Any Receiver shall be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. 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. No Secured Party will incur any liability (either to a Chargor or any other person) by reason of the appointment of a Receiver or for any other reason.

**18.4 Remuneration**

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, without limitation, under section 109(6) of the Law of Property Act 1925) shall not apply to this security agreement.

**18.5 Powers of Receivers**

Any Receiver appointed pursuant to clause 18.1 (*Appointment of Receivers*) shall have the following rights, powers and discretions (in addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under the Law of Property Act 1925):

- 18.5.1 to take immediate possession of, get in and collect any Security Asset and to require payment to it or to the Security Agent of any Monetary Claims or credit balance on any Account,
- 18.5.2 to carry on any business of any Chargor in any manner he thinks fit,
- 18.5.3 to enter into any contract or arrangement and to perform, repudiate, succeed or vary any contract or arrangement to which any Chargor is party,
- 18.5.4 to appoint and discharge any managers, officers, agents, accountants, servants, workmen and others for the purposes of this security agreement upon such terms as to remuneration or otherwise as he thinks fit and to discharge any person appointed by any Chargor,
- 18.5.5 to raise and borrow money either unsecured or on the security of any Security Asset either in priority to the Transaction Security created pursuant to this security agreement or otherwise and generally on any terms and for whatever purpose which he thinks fit,
- 18.5.6 to sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner, and on any terms which he thinks fit and for a consideration of any kind (which may be payable in a lump sum or by instalments spread over any period),
- 18.5.7 to settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset,

- 18 5 8 to bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit,
- 18 5 9 to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset,
- 18 5 10 to form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset,
- 18 5 11 to delegate his powers in accordance with this security agreement,
- 18 5 12 to lend money or advance credit to any customer of any Chargor;
- 18 5 13 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 Security Asset in each case as he thinks fit,
- 18 5 14 to exercise all the powers described in schedule 1 to the Insolvency Act 1986 whether or not the Receiver is an administrative receiver as defined in the Insolvency Act 1986,
- 18 5 15 to purchase or acquire by leasing, hiring, licensing or otherwise (for such consideration and on such terms as he may think fit) any assets which he considers necessary or desirable for the carrying on, improvement, realisation or other benefit of any of the Security Assets or the business of any Chargor,
- 18 5 16 to exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset,
- 18 5 17 to make any payment and incur any expenditure, which the Security Agent is, by this security agreement, expressly or impliedly authorised to make or incur,
- 18 5 18 to do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this security agreement or law, and
- 18 5 19 to use the name of any Chargor for any of the purposes set out in paragraphs 18 5 1 to 18 5 18 (inclusive) above

## 19 **Delegation**

- 19 1 1 The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this security agreement. Any such delegation may be made upon such terms (including the power to sub-delegate) and subject to such conditions and regulations as the Security Agent or Receiver may think fit
- 19 1 2 Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate
- 19 1 3 References in this security agreement 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 this clause 19

**20 Preservation of security**

**20 1 Reinstatement**

20 1 1 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

20 1 1 1 the liability of that Chargor and the relevant security shall continue as if the payment, discharge, release, avoidance or reduction had not occurred, and

20 1 1 2 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

20 1 2 The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

**20 2 Waiver of defences**

None of the obligations of any Chargor under this security agreement or any Transaction Security will be affected by any act, omission, matter or thing (whether or not known to any Chargor or any Secured Party) which, but for this provision, would reduce, release, prejudice or provide a defence to any of those obligations including:

20 2 1 any time, waiver, release or consent granted to, or composition with, any Chargor or any other person,

20 2 2 the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group, the Parent or any other person,

20 2 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over the assets of, any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any such rights or security,

20 2 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person,

20 2 5 any amendment (however fundamental and including any amendment that may increase the liability of an Obligor) or replacement of a Finance Document or any other document or security,

20 2 6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or

20 2 7 any insolvency or similar proceedings

**20 3 Immediate recourse**

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 security agreement. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.



**20 4 Appropriations**

On and after the occurrence of an Enforcement Event and until the expiry of the Security Period, each Secured Party (or any trustee or agent on its behalf) may

20 4 1      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 sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same, and

20 4 2      hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this security agreement

**20 5 Deferral of Chargors' rights**

20 5 1      Until the expiry of the Security Period and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance (or a claim for performance) by it of its obligations under the Finance Documents to

20 5 1 1      be indemnified by an Obligor,

20 5 1 2      claim any contribution from any guarantor of any Obligor's obligations under the Finance Documents,

20 5 1 3      take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party,

20 5 1 4      bring legal or other proceedings for an order requiring an Obligor to make any payment, or perform any obligation, in respect of which the relevant Chargor has given a guarantee, undertaking or indemnity under the Finance Documents,

20 5 1 5      exercise any right of set-off against an Obligor,

20 5 1 6      exercise any right of quasi-retainer or other analogous equitable right, and/or

20 5 1 7      claim or prove as a creditor of an Obligor in competition with the Secured Parties

20 6      If any 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 an Obligor 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 Secured Parties or as the Secured Parties may direct

**20 7 Security held by Chargor**

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 security agreement. Each Chargor will hold any Security and the proceeds thereof held by it in breach of this provision on trust for the Security Agent

20 8      **Additional security/non-merger**

The Transaction Security is in addition to and shall not be merged into or in any way be excluded or prejudiced by any other Security now or hereafter held by or on behalf of any Secured Party in respect of the Secured Obligations or any other amount due by any Chargor to any Secured Party

20 9      **Power of consolidation**

Section 93 of the Law of Property Act 1925 shall not apply to this security agreement or to the Transaction Security

20 10     **New accounts and ruling off**

20 10 1     Any Secured Party may open a new account in the name of any Chargor at any time after a subsequent Security affects any Security Asset. If a Secured Party does not open a new account in such circumstances it will nevertheless be deemed to have done so upon the occurrence of such circumstances

20 10 2     No moneys paid into any account (whether new or continuing) after the occurrence of any circumstances referred to in paragraph 20 10 1 above shall reduce or discharge the Secured Obligations

21        **Further assurances**

Each Chargor shall, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require or consider expedient for

21 1 1       creating, perfecting or protecting any Security intended to be created by or pursuant to this security agreement,

21 1 2       facilitating the realisation of any Security Asset,

21 1 3       creating and perfecting security in favour of the Security Agent over the assets of that Chargor located in any jurisdiction outside England and Wales, and/or

21 1 4       facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any Security Asset,

including (without limitation)

21 1 4 1       the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent (or to its nominee),

21 1 4 2       the transfer of legal and/or equitable title in any existing or future Real Property to a third party (including, without limitation, after the Security Agent has exercised any right of appropriation pursuant to clause 16 11 (*Right of appropriation*)), and

21 1 4 3       the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may reasonably consider expedient

**22 Power of attorney**

**22 1 Appointment**

22 1 1 Each Chargor by way of security irrevocably appoints the Security Agent and each Receiver severally as its attorney, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

22 1 1 1 prior to the occurrence of an Enforcement Event, to do anything which that Chargor is obliged to do under this security agreement (but has not done),

22 1 1 2 on and after the occurrence of an Enforcement Event, to do anything which that Chargor is obliged to do under this security agreement, and

22 1 1 3 to exercise any of the rights conferred on the Security Agent or any Receiver in relation to the Security Assets or under any Finance Document, the Law of Property Act 1925 or the Insolvency Act 1986

22 1 2 The power of attorney conferred on the Security Agent and each Receiver pursuant to paragraph 22 1 1 above shall continue notwithstanding the exercise by the Security Agent of any right of appropriation pursuant to clause 16 11 (*Right of appropriation*)

**22 2 Ratification**

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 clause 22 1 (*Appointment*)

**23 Application of proceeds**

**23 1 Order of application**

23 1 1 All amounts received by the Security Agent or any Receiver pursuant to this security agreement or the powers conferred by it shall be applied in accordance with Clause 2 1 (*Order of application*) of the Intercreditor Agreement

23 1 2 The order of application referred to in paragraph 23 1 1 above shall override any appropriation by any Chargor

**23 2 Receiver's receipts**

Section 109(8) of the Law of Property Act 1925 shall not apply in relation to a Receiver appointed under this security agreement

**24 Expenses and indemnities**

**24 1 Enforcement and preservation costs**

Each Chargor shall, within three Business Days of demand, pay to each Secured Party, Receiver, attorney, manager, agent or other person (including the officers of such persons) appointed by the Security Agent or a Receiver under this security agreement the amount of all costs and expenses (including legal fees) incurred by any of them in connection with the enforcement of or, following the occurrence of an Enforcement Event, the preservation of any rights under any Finance Document and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights Any such person who is not a Party may rely

on this clause 24 1 and enforce its terms under the Contracts (Rights of Third Parties) Act 1999

**24 2 Indemnities**

24 2 1 Each Chargor shall promptly indemnify each Secured Party, Receiver, attorney, manager, agent or other person (including the officers of such persons) appointed by the Security Agent or a Receiver under this security agreement against any cost, loss or liability incurred by any of them as a result of

24 2 1 1 the taking, holding, protection or enforcement of the Transaction Security,

24 2 1 2 the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each Receiver by the Finance Documents or by law, and

24 2 1 3 any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents

Any such person who is not a Party may rely on this clause 24 2 and enforce its terms under the Contracts (Rights of Third Parties) Act 1999

24 3 The Security Agent may, in priority to any payment to the Secured Parties, indemnify itself out of the Security Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 24 2 and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all monies payable to it

**25 Changes to parties**

**25 1 Transfer by the Security Agent**

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

**25 2 Changes to Parties**

Each Chargor agrees to be bound by the terms of Clauses 27 (*Changes to the Lenders*) to 29 (*Debt Purchase Transactions*) (inclusive) of the Senior Facilities Agreement, Clauses 24 (*Changes to the Lenders*) to 25 (*Changes to the Obligors*) (inclusive) of the Subordinated Facilities Agreement and Clause 17 (*Changes to the Parties*) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document the Security Agent considers necessary or desirable in relation to the creation, perfection or maintenance of the Transaction Security and any transfer or assignment contemplated by such provisions

**25 3 Consent of Chargors**

Each Chargor consents to members of the Group becoming Chargors as contemplated by the Senior Facilities Agreement or the Subordinated Facilities Agreement and irrevocably appoints the Company as its attorney, with full power of substitution, for the purposes of executing any Accession Document

**26 Miscellaneous**

**26 1 Further advances**

Subject to the terms of the Finance Documents, each Secured Party is under an obligation to make further advances or other financial accommodation to the Borrowers. Such obligation will be deemed incorporated into this security agreement as if set out in it and this security agreement secures advances already made and further advances to be made.

**26 2 Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any Finance Document or otherwise, if any time deposit matures on any account which any Chargor has with a Secured Party prior to the Final Discharge Date when

26 2 1 the Transaction Security has become enforceable, and

26 2 2 no amount of the Secured Obligations is due and payable,

such time deposit shall automatically be renewed for such further maturity as the relevant Secured Party in its absolute discretion considers appropriate unless such Secured Party otherwise agrees in writing.

**26 3 Security Agent's liability**

Neither the Security Agent nor any Receiver shall (either by reason of taking possession of the Security Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Security Assets or from any act, default, omission or misconduct of the Security Agent or any Receiver or their respective officers, employees or agents in relation to the Security Assets or in connection with the Finance Documents, except to the extent caused by its or his own gross negligence or wilful misconduct.

**26 4 Failure to execute**

26 4 1 Failure by one or more Parties to execute this security agreement (such Parties being Non-Signatories) on the date hereof will not invalidate the provisions of this security agreement as between the other Parties who do execute this security agreement.

26 4 2 Each Non-Signatory may execute this security agreement on a subsequent date and will thereupon become bound by its provisions.

**26 5 Determinations**

Any certification or determination by any Secured Party or any Receiver under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

**27 Partial invalidity**

If any provision of this security agreement is or becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction.

**28 Notices**

**28 1 Notices**

Subject to clause 28 2 (*Notices through the Company*), any notice or other communication to be served under or in connection with this security agreement shall be made in

accordance with Clause 35 (*Notices*) of the Senior Facilities Agreement and Clause 32 (*Notices*) of the Subordinated Facilities Agreement, and those clauses (other than paragraph (c) of Clause 35 3 (*Delivery*) of the Senior Facilities Agreement and paragraph (c) of Clause 32 3 (*Delivery*) of the Subordinated Facilities Agreement) are incorporated into this security agreement as if set out in full in this security agreement, with references to this agreement being treated as references to this security agreement

**28 2 Notices through the Company**

28 2 1 All communications and documents from the Chargors shall be sent through the Company and all communications and documents to the Chargors may be sent through the Company

28 2 2 Any communication or document made or delivered to the Company in accordance with this clause 28 will be deemed to have been made or delivered to each Chargor

**29 Counterparts**

This security agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this security agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

**30 Governing law and enforcement**

**30 1 Governing law**

This security agreement and any non-contractual obligations arising out of or in connection with this security agreement shall be governed by, and interpreted in accordance with, English law.

**30 2 Jurisdiction**

30 2 1 Subject to paragraphs 30 2 2 and 30 2 3 below, the English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this security agreement (including claims for set-off and counterclaims), including, without limitation, disputes arising out of or in connection with (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this security agreement, and (ii) any non-contractual obligations arising out of or in connection with this security agreement. For such purposes each Party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

30 2 2 The agreement contained in paragraph 30 2 1 above is included for the benefit of the Security Agent who shall retain the right to take proceedings in any other courts with 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.

30 2 3 Each Chargor agrees that a judgment or order of any court referred to in this clause 30 2 is conclusive and binding and may be enforced against it in the courts of any other jurisdiction.

**30 3 Service of process**

30 3 1 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales)

30.3.1.1      irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document (and the Company by its execution of this Agreement, accepts that appointment), and

30.3.1.2      agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned

**In Witness** whereof this deed has been executed by the Original Chargors and is intended to be and is hereby delivered as a deed on the day and year first above written and has been signed in behalf of the Security Agent

## **SCHEDULE 1**

### **Original Chargors**

<b>Name of Original Chargor</b>	<b>Place of incorporation</b>	<b>Registration number</b>
Candle Holdco UK Limited	England and Wales	05763636
Candle Newco UK Limited	England and Wales	05763646
EurotaxGlass's Limited (formerly known as Candle UK Limited)	England and Wales	05763626
EurotaxGlass's Financing Limited	England and Wales	05164222
Framleydove Limited	England and Wales	03085862
Glass's Holdings Limited	England and Wales	03594983
Glass's Information Services Limited	England and Wales	00717446
ETG Holdings Jersey 2 Limited	Jersey	111512



## SCHEDULE 2

### Security Assets

#### PART 1

#### Real Property

Chargor	Freehold/leasehold	Description	Title
Candle Holdco UK Limited	None as at the date of this security agreement	N/A	N/A
Candle Newco UK Limited	None as at the date of this security agreement	N/A	N/A
EurotaxGlass's Limited (formerly known as Candle UK Limited)	None as at the date of this security agreement	N/A	N/A
EurotaxGlass's Financing Limited	None as at the date of this security agreement	N/A	N/A
Framleydove Limited	None as at the date of this security agreement	N/A	N/A
Glass's Holdings Limited	None as at the date of this security agreement	N/A	N/A
Glass's Information Services Limited	None as at the date of this security agreement	N/A	N/A

#### PART 2

#### Group Shares

Chargor	Member of the Group	Number and class of shares	Details of nominees holding legal title
Candle Holdco UK Limited	EurotaxGlass's (formerly known as Candle UK Limited)	1 ordinary £1 share 100 ordinary €1 shares	-
EurotaxGlass's (formerly known as Candle UK Limited)	EurotaxGlass's Financing Limited	1 ordinary £1 share	-
EurotaxGlass's Financing Limited	Glass's Holdings Limited	9,854 ordinary €1 shares	-
Framleydove Limited	Glass's Information Services Limited	100,000 ordinary £1 shares 1,000 preferred ordinary \$1 shares	-
Glass's Holdings Limited	Framleydove Limited	780,000 ordinary £0.01 shares	-

Chargor	Member of the Group	Number and class of shares	Details of nominees holding legal title
ETG Holdings Jersey 2 Limited	Candle Holdco UK Limited	3,400,100 ordinary €1 shares and 1 ordinary £1 share	-
EurotaxGlass's Limited	Candle Newco UK Limited	199,500 ordinary €1 shares 1 ordinary £1 share	-

### PART 3

#### Accounts

Chargor	Account Bank	IBAN	Description
Candle Holdco UK Limited			
Candle Holdco UK Limited			
Glass's Information Services Limited			
Glass's Information Services Limited			
Glass's Information Services Limited			
Glass's Information Services Limited			

### PART 4

#### Assigned Agreements

Chargor	Date of Assigned Agreement	Parties	Details of Assigned Agreement
None as at the date of this security agreement			

## PART 5

### Specified Intellectual Property

Chargor	Trade mark number	Jurisdiction/ apparent status	Classes	Mark text
Glass's Information Services Limited	1448824	UK / registered	9,16,35	GLASSMATIX
Glass's Information Services Limited	1448827	UK / registered	9,16,35	GLASS'S
Glass's Information Services Limited	2030778	UK / registered	9,16,35,37	GLASSEVIAGE
Glass's Information Services Limited	2030783	UK / registered	37	GLASSMATIX
Glass's Information Services Limited	2113766	UK / registered	9,16,35	GLASS'S GUIDE
Glass's Information Services Limited	2112093	UK / registered	9	BODYMASTER
Glass's Information Services Limited	2148054	UK / registered	9,35,38,41	Virtual Showroom
Glass's Information Services Limited	2181748	UK / registered	16,35,37	Body Master
Glass's Information Services Limited	2182646	UK / registered	9,16,35,37	Glass's Part Base
Glass's Information Services Limited	2199816	UK / registered	9,16,35	e-Salvage
Glass's Information Services Limited	2228309	UK / registered	9,35,36,38	AUTOWIRED
Glass's Information Services Limited	2280660	UK / registered	9,35,37	GLASSMATIX NET
Glass's Information Services Limited	2290164	UK / registered	9	GLASS'S MIDAS
Glass's	2303773	UK / registered	9	GLASS'S FORECAST

<b>Chargor</b>	<b>Trade mark number</b>	<b>Jurisdiction/ apparent status</b>	<b>Classes</b>	<b>Mark text</b>
Information Services Limited				
Glass's Information Services Limited	2315984	UK / registered	9	GLASS'S REFORECASTER
Glass's Information Services Limited	2330913	UK / registered	35	GLASS'S CAR TO MARKET
Glass's Information Services Limited	2330914	UK / registered	35	GLASS'S MARKET INTELLIGENCE
Glass's Information Services Limited	2330915	UK / registered	35	GLASS'S MARKET INSIGHT
Glass's Information Services Limited	2425331	UK / registered	9,35	GLASS'S VALUE ASSESSOR
Glass's Information Services Limited	2425332	UK / registered	9,35	GLASS'S WEBSERVICES
Glass's Information Services Limited	2425335	UK / registered	9,35	GLASS'S INTERACTIVE
Glass's Information Services Limited	2437953	UK / registered	35	GLASS'S STOCK PROFILE INTELLIGENCE
Glass's information Services Limited	2450084	UK / registered	9,35,36	GLASSNET
Glass's Information Services Limited	2516301	UK / registered	9,16,35,36,37,38,41	GLASSGUIDE
Glass's Information Services Limited	2583994	UK / registered	9,35,36	LEAD DRIVER
Glass's Information Services Limited	3012524	UK / registered	9,35,36	GLASSFORECAST
Glass's Information Services Limited	3022252	UK / registered	9,35,36	GLASS MARKET VALUE ASSESSOR

Chargor	Trade mark number	Jurisdiction/ apparent status	Classes	Mark text
Glass's Information Services Limited	3022254	UK / registered	9,35,36	GLASS ANALYSER
Glass's Information Services Limited	1184329	EC / registered	9,35,36	GlassNet TradeAlerts
Glass's Information Services Limited	12143228	EC / registered	9,16,35,37	GLASS'S
Glass's Information Services Limited	012661526	EC / registered	9,35,36	GLASSESALVAGE

## PART 6

### Insurance Policies

Chargor	Insurer	Policy number	Details
Glass's Information Services Limited	C N A Insurance	10124554	Commercial combined Insurance Policy for Property damage Business interruption Employer's liability Public liability General liability Products liability Third party liability
Glass's Information Services Limited	AIG EUROPE	21032935	Motor Fleet Policy

### SCHEDULE 3

#### Notice for Accounts

To [Account Bank]

Copy GLAS Trust Corporation Limited as Security Agent

Date [-]

Dear Sirs

- 1 We hereby give you notice that we have charged by way of fixed charge to GLAS Trust Corporation Limited (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a security agreement (the "**Security Agreement**") dated [-] entered into by ourselves (as Chargor) (among others) in favour of the Security Agent, all of our rights, title and interest in and to all sums of money which may now or in the future be held with you for our account in the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by us (the "**Accounts**") together with all interest from time to time earned on such sums and the debts represented by such sums and interest
- 2 With effect from the date of your receipt of this notice
- 2 1 subject to paragraph 2 5 below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Security Agent,
- 2 2 subject to paragraph 2 5 below, such sums may only be paid or released in accordance with the written instructions of the Security Agent at any time,
- 2 3 the terms and conditions relating to the Accounts designated as Blocked in the schedule to this notice may not be amended, varied or waived without the prior written consent of the Security Agent,
- 2 4 we are not permitted to withdraw any amount from the Accounts designated as Blocked in the schedule to this notice without the prior written consent of the Security Agent, and
- 2 5 we are permitted to withdraw or transfer amounts from the Accounts designated as Not blocked in the schedule to this notice until such time as the Security Agent provides written notification to you that such permission is withdrawn (and the Security Agent may withdraw or notify this permission in its absolute discretion at any time)
- 3 You are authorised and instructed, without requiring further approval from us
- 3 1 to pay all monies received by you for the Accounts to (and only to) the credit of the Accounts,
- 3 2 to provide the Security Agent with such information relating to the Accounts as it may from time to time request, and
- 3 3 to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the security agreement, the sums standing to the credit of
- 3 4 the Accounts from time to time or the debts represented by them which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction
- 4 These instructions may not be revoked without the prior written consent of the Security Agent

- 5 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that
- 5 1 you agree to the terms of this notice and to act in accordance with its provisions,
- 5 2 you have not received notice of the interest of any third party in the accounts, and
- 5 3 you have not and will not claim, exercise or enforce any security interest, right of setoff, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Security Agent [or, in relation to the Accounts designated as Not blocked in the schedule to this notice, pursuant to the current account netting arrangements previously approved in writing by the Security Agent]
- 6 This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by, and interpreted in accordance with, English law

Yours faithfully

for and on behalf of  
[Chargor]

for and on behalf of  
**GLAS Trust Corporation Limited**  
as Security Agent

**SCHEDULE**

<b>Account Number</b>	<b>Sort Code</b>	<b>Status</b>
[•]	[•]	[Blocked/ Not blocked]



[On acknowledgement copy]

To GLAS Trust Corporation Limited as Security Agent  
45 Ludgate Hill  
London  
EC4M 7JU

Copy to [Chargor]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it

for and on behalf of  
[Account Bank]

Date [•]

## SCHEDULE 4

### Notice for Insurance Policies

To [insurer/insurance broker]

Copy GLAS Trust Corporation Limited as Security Agent

Date [•]

Dear Sirs,

- 1 We hereby give you notice that we have assigned by way of security to GLAS Trust Corporation Limited (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a security agreement dated [•] entered into by us (as Chargor) (among others) in favour of the Security Agent, all of our rights, title and interest in and to the insurance policies identified in the schedule to this letter and to any other insurance policies taken out with you by us or on our behalf or under which we have a right to a claim (other than in relation to third party liabilities) (the "**Insurance Policies**")
- 2 We will remain liable under the Insurance Policies to perform all obligations imposed on us under the Insurance Policies and none of the Security Agent, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance Policies
- 3 We will remain entitled to exercise all of our rights under the Insurance Policies and you should continue to give notices under the Insurance Policies to us, until such time as the Security Agent provides written notification to the contrary Thereafter
- 3 1 all amounts payable under the Insurance Policies should be paid to the Security Agent or as it directs, and
- 3 2 all rights in respect of the Insurance Policies will be exercisable by the Security Agent and notices under the Insurance Policies should be given to the Security Agent or as it directs
- 4 You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the insurance Policies as it may from time to time request
- 5 These instructions may not be revoked without the prior written consent of the Security Agent
- 6 Please note the interest of the Security Agent on the Insurance Policies and show the Security Agent as loss payee and first priority assignee
- 7 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that
- 7 1 you agree to the terms of this notice and to act in accordance with its provisions,
- 7 2 you have not received notice of the interest of any third party in any of the Insurance Policies,
- 7 3 you have noted the interests of the Security Agent on the Insurance Policies,
- 7 4 you will not cancel, avoid, release or otherwise allow the Insurance Policies to lapse without giving the Security Agent at least thirty days' prior written notification,
- 7 5 you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Insurance Policies without the prior written consent of the Security Agent,

- 7 6      you will notify the Security Agent of any breach by us of the terms of any Insurance Policy and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach, and
- 7 7      the Security Agent shall not in any circumstances be liable for the premium in relation to the Insurance Policies (but may elect to pay it)
- 8        This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by, and interpreted in accordance with, English law

Yours faithfully

for and on behalf of  
[Chargor]

**SCHEDULE**

**[Details of Insurance Policies to be inserted]**

**[On acknowledgement copy]**

To GLAS Trust Corporation Limited as Security Agent  
45 Ludgate Hill  
London  
EC4M 7JU

Copy to [Chargor]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it

for and on behalf of  
[Insurer]

Date [•]

## SCHEDULE 5

### Notice for Assigned Agreements

To [Counterparty to relevant Assigned Agreement]

Copy GLAS Trust Corporation Limited as Security Agent

Date [•]

Dear Sirs

- 1 We hereby give you notice that we have assigned by way of security to [•] (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a security agreement dated [•] entered into by us (as Chargor) (among others) in favour of the Security Agent, all of our rights, title and interest in and to [insert details of relevant Assigned Agreement] (the "**Assigned Agreement**")
- 2 We will remain liable under the Assigned Agreement to perform all obligations imposed on us under the Assigned Agreement and none of the Security Agent, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Assigned Agreement
- 3 We will remain entitled to exercise all of our rights under the Assigned Agreement and you should continue to give notices under the Assigned Agreement to us, until such time as the Security Agent provides written notification to the contrary. Thereafter, all rights in respect of the Assigned Agreement (including the right to direct payments of amounts due thereunder to another account) will be exercisable by the Security Agent and notices under the Assigned Agreement should be given to the Security Agent or as it directs
- 4 You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the Assigned Agreement as it may from time to time request
- 5 These instructions may not be revoked without the prior written consent of the Security Agent
- 6 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:
  - 6 1 you agree to the terms of this notice and to act in accordance with its provisions,
  - 6 2 you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Assigned Agreement without the consent of the Security Agent,
  - 6 3 you have not received notice of the interest of any third party in the Assigned Agreement, and
  - 6 4 you will notify the Security Agent of any breach by us of the terms of the Assigned Agreement and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach

7 This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by, and interpreted in accordance with, English law

Yours faithfully

for and on behalf of  
[Chargor]

*[On acknowledgement copy]*

To GLAS Trust Corporation Limited as Security Agent  
45 Ludgate Hill  
London  
EC4M 7JU

Copy to *[Chargor]*

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it

for and on behalf of  
*[Counterparty to relevant Assigned Agreement]*

Date [•]

## SCHEDULE 6

### Form of Deed of Accession

#### DATE

#### BETWEEN

- 1 [COMPANY NAME] (a company incorporated under the laws of [•] with registration number [•] and its registered office at [•]) (the "**Additional Chargor**"),
- 2 [•] for itself and as attorney for each of the other Chargors under and as defined in the security agreement referred to below (the "**Company**"); and
- 3 [•] for itself and as agent and trustee for each of the other Secured Parties under and as defined in the security agreement referred to below (the "**Security Agent**")

#### BACKGROUND

- A The Additional Chargor is a wholly-owned Subsidiary of the Company
- B The Company (as an Original Chargor), among others, has entered into a security agreement dated [•] 2015 (the "**Security Agreement**") between, among others, the Company (as an Original Chargor), the other Original Chargors and the Security Agent
- C The Additional Chargor has agreed to enter into this deed and to become a Chargor under the security agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement, the Senior Facilities Agreement and the Subordinated Facilities Agreement as an Obligor
- D It is intended that this document takes effect as a deed notwithstanding the fact that a party to it may only execute this document under hand

IT IS AGREED as follows

#### 1 Interpretation

Terms defined in the security agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

#### 2 Accession

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

- 2.1 will become a party to the security agreement as a Chargor, and
- 2.2 will be bound by all the terms of the security agreement which are expressed to be binding on a Chargor,
- 2.3 as if it had been an original party to the security agreement as a Chargor.

#### 3 Security

- 3.1 Paragraphs 3.2 to 3.6 (inclusive) below apply without prejudice to the generality of clause 2 (*Accession*) of this deed
- 3.2 The Additional Chargor mortgages, charges and assigns by way of security and agrees to mortgage, charge and assign by way of security to the Security Agent all its rights, title and interest in and to the Security Assets specified in the Schedule to this deed
- 3.3 All Transaction Security



- 3 3 1 is created in favour of the Security Agent for itself and on behalf of each of the other Secured Parties,
- 3 3 2 is created over the present and future assets of the Additional Chargor,
- 3 3 3 is a continuing security for the payment, discharge and performance of all of the Secured Obligations, will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate discharge in whole or in part and shall remain in full force and effect as a continuing security for the duration of the Security Period,
- 3 3 4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of
  - 3 3 4 1 the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994,
  - 3 3 4 2 the words "except to the extent that" and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994, and
  - 3 3 4 3 section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994, and
  - 3 3 4 4 created by the Additional Chargor pursuant to this deed shall be first ranking
- 3 4 If the Additional Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this deed and such mortgage, assignment or fixed charge breaches a term of an agreement binding on the Additional Chargor in respect of that asset because the consent of a person (other than a member of the Group, the Parent or the Investor) has not been obtained
  - 3 4 1 the Additional Chargor shall notify the Security Agent immediately,
  - 3 4 2 subject to paragraph 3 4 4 below, the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant
  - 3 4 3 agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself,

unless the Security Agent otherwise requires, the Additional Chargor shall use best endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Security Agent, and

  - 3 4 4 forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Transaction Security in favour of the Security Agent under this deed and the security agreement
- 3 5 The Security Agent holds the benefit of this deed for itself and on trust for each of the other Secured Parties from time to time on the terms of the Intercreditor Agreement
- 3 6 The fact that the details of any assets in the Schedule to this deed are incorrect or incomplete shall not affect the validity or enforceability of this deed or the security agreement in respect of the assets of the Additional Chargor

#### **4 Miscellaneous**

With effect from the date of this deed

- 4 1 the security agreement will be read and construed for all purposes as if the Additional Chargor had been an original party to the security agreement in the capacity of Chargor (but so that the Transaction Security created on this accession will be created on the date of this deed),
- 4 2 any reference in the security agreement to this security agreement and similar phrases will include this deed and all references in the security agreement to any relevant schedule to the security agreement (or any part of it) will include a reference to the Schedule to this deed (or relevant part of it), and
- 4 3 the Company, for itself and as agent for each of the other Chargors under the security agreement, agrees to all matters provided for in this deed

#### **5 Governing Law**

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by, and interpreted in accordance with, English law

This deed has been executed and delivered as a deed on the date stated at the beginning of this deed

**SCHEDULE  
SECURITY ASSETS**

**Part A  
Real Property**

Freehold/leasehold	Description	Title number
[.]	[.]	[.]

**Part B  
Group Shares**

Group Member	Number and class of shares	Details of nominees holding legal title
[.]	[.]	[.]

**Part C  
Accounts**

Account Bank	Account Number	Sort Code	Description
[.]	[.]	[.]	[.]

**Part D  
Assigned Agreements**

Chargor	Date of Assigned Agreement	Parties	Date of Assigned Agreement
[.]	[.]	[.]	[.]

**Part E  
Specified Intellectual Property**

Chargor	Trade mark number	Jurisdiction/ apparent status	Classes	Mark text
[.]	[.]	[.]	[.]	[.]

**Part F  
Insurance Policies**

Chargor	Insurer	Policy number	Details
[.]	[.]	[.]	[.]

**SIGNATORIES**

**THE ADDITIONAL CHARGOR**

**EXECUTED as a DEED by** )  
[.] )  
acting by a director in the presence of )  
)

Director

Witness

Signature

Name

Address

**EXECUTED as a DEED by** )  
**CANDLE HOLDCO UK LIMITED** )  
acting by a director in the presence of )  
)

Director

Witness

Signature

Name

Address

**THE SECURITY AGENT**  
**EXECUTED as a DEED by** )  
[.] acting by )  
)

Director

Witness

Signature

Name

Address

## SIGNATURES TO THE SECURITY AGREEMENT

### The Original Chargors

**EXECUTED** as a **DEED** and  
**DELIVERED** by  
**CANDLE HOLDCO UK LIMITED**  
acting by

(Director)  
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation



MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT  
TRAINING SOLICITOR

**EXECUTED** as a **DEED** and  
**DELIVERED** by  
**CANDLE NEWCO UK LIMITED**  
acting by

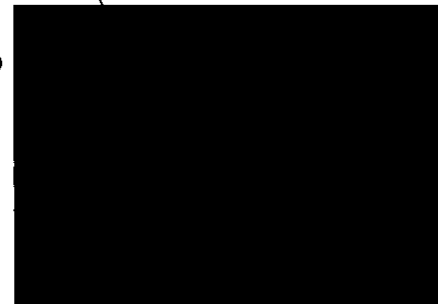
(Director)  
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation



MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT  
TRAINING SOLICITOR

**EXECUTED** as a **DEED** and  
**DELIVERED** by  
**EUROTAXGLASS'S LIMITED**  
acting by

(Director)  
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation



MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT  
TRAINEE SOLICITOR

**EXECUTED** as a **DEED** and  
**DELIVERED** by  
**EUROTAXGLASS'S FINANCIAL**  
**LIMITED** acting by

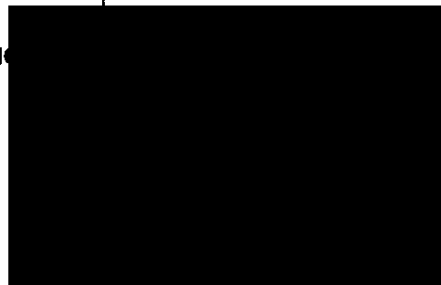
(Director)  
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation



MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT  
TRAINEE SOLICITOR

**EXECUTED** as a **DEED** and  
**DELIVERED** by  
**FRAMLEYDOVE LIMITED**  
acting by

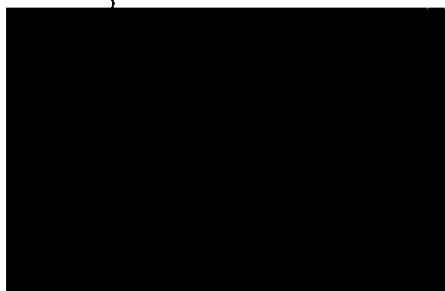
(Director)  
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation



MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT  
TRAINEE SOLICITOR

**EXECUTED** as a **DEED** and  
**DELIVERED** by  
**GLASS'S HOLDINGS LIMITED**  
acting by

(Director)  
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT

TRAINEE SOLICITOR

**EXECUTED** as a **DEED** and  
**DELIVERED** by  
**GLASS'S INFORMATION SERVICES**  
**LIMITED**  
acting by

(Director)  
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT

TRAINEE SOLICITOR

**EXECUTED** as a **DEED** and  
**DELIVERED** by  
**ETG HOLDINGS JERSEY 2 LIMITED**  
acting by

(Director)  
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

**The Security Agent**

**SIGNED by**  
for and on behalf of  
**GLAS TRUST CORPORATION**  
**LIMITED**





Date 03 December 2015

**THE COMPANIES identified in schedule 1  
as Originalchargors**

**GLAS TRUST CORPORATION LIMITED  
as Security Agent**

**SECURITY AGREEMENT**

**This security agreement is entered into subject to the terms of  
the Intercreditor Agreement**

SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G  
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS  
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.

*Macfarlanes LLP*

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON EC4A 1LT

DATE: *09/12/15*

**MACFARLANES**

Macfarlanes LLP  
20 Cursitor Street  
London EC4A 1LT

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DATE

2015

BETWEEN

- 1 **THE COMPANIES** listed in schedule 1 (*Original Chargors*) as original chargors (each an "Original Chargor"), and
- 2 **GLAS TRUST CORPORATION LIMITED** for itself and as agent and trustee for each of the other Secured Parties (as defined below) (the "**Security Agent**")

## BACKGROUND

- A Each Original Chargor is required to enter into this security agreement as a condition of the Senior Facilities Agreement and the Subordinated Facilities Agreement (as defined below)
- B The Parties intend that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand

**IT IS AGREED** as follows

### 1 Interpretation

#### 1.1 Definitions

In this security agreement (including, without limitation, the recitals to it), unless the context otherwise requires

1.1.1 words and expressions defined in the Senior Facilities Agreement or, after the Senior Discharge Date, to the extent defined in the Subordinated Facilities Agreement, the Subordinated Facilities Agreement (and, if not defined in that document, the Senior Facilities Agreement notwithstanding the occurrence of the Senior Discharge Date) shall have the same meanings when used in this security agreement, and

1.1.2 the following words and expressions shall have the meanings given to them in this clause 1.1

**Accession Document** a deed of accession substantially in the form set out in schedule 6 (*Form of deed of accession*) (or such other form as the Security Agent and the Company may approve),

**Account** a Collection Account or a Mandatory Prepayment Account and all Related Rights,

**Account Bank** any bank, building society, financial institution or other person with whom an Account is maintained by a Chargor,

**Additional Chargor** a person who has acceded to this security agreement as an Additional Chargor by executing an Accession Document,

**Administrator** a person appointed in accordance with Sched B1 Insolvency Act 1986 to manage a Chargor's affairs, business and property,

**Assigned Agreements** any agreement specified as such in part 4 of schedule 2 (*Security Assets*) and any other agreement designated as an Assigned Agreement by the Company and the Security Agent and (in each case) all Related Rights,

**Assigned Assets** the Security Assets expressed to be assigned pursuant to clause 3.3 (*Assignments*) and all Related Rights,

**Cash Collateral Account** in relation to a Chargor, subject to the terms of the Senior Facilities Agreement and the Subordinated Facilities Agreement, any account opened or

maintained by it with a Letter of Credit Provider, into which that Chargor deposits cash collateral in favour of that Letter of Credit Provider, in respect of any letter of credit issued by that Letter of Credit Provider on behalf of that Chargor,

**Chargor** each Original Chargor and each Additional Chargor,

**Collection Account** in relation to a Chargor

- (a) any of its accounts specified as such in part 3 of schedule 2 (*Security Assets*) and all Related Rights, and
- (b) any other account opened or maintained by it (including, without limitation, any replacement account or sub-account of such account), other than a Mandatory Prepayment Account, and all Related Rights,

**Default Rate** the rates of interest determined in accordance with clause 12.3 (*Default interest*) of the Senior Facilities Agreement and clause 10.3 (*Default interest*) of the Subordinated Facilities Agreement,

**Enforcement Event** the occurrence of a Declared Default under either (i) the Senior Facilities Agreement or (ii) the Subordinated Facilities Agreement,

**Final Discharge Date** has the meaning given to that term in the Intercreditor Agreement,

**Finance Documents** each of the Senior Finance Documents and the Subordinated Finance Documents,

**Group Shares** in relation to a Chargor, the shares in any member of the Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf (including the shares identified in respect of that Chargor in part 2 of schedule 2 (*Security Assets*) (if any)) and all Related Rights,

**Insurance Policy** in relation to a Chargor, any contract or policy of insurance of any kind (other than in relation to third party liabilities or similar claims) in which that Chargor has an interest from time to time (including, without limitation, those specified as such in part 6 of schedule 2 (*Security Assets*) (if any)) and all Related Rights,

**Intellectual Property**

- (a) any patents, trade marks, service marks, designs, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semiconductor topography rights, utility models, rights in designs, rights in get up, rights in inventions, rights in know-how, moral rights and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, and
- (b) the benefit of all applications and all rights to use such assets (which may now or in the future subsist),
- (c) in each case, together with all Related Rights (and registered includes registrations and applications for registration),

**Investments** in relation to a Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of that Chargor or by any trustee, fiduciary or clearance or settlement system on its behalf (including the Group Shares and any Cash Equivalent Investments) and all Related Rights,

**Investor** has the meaning given to that term in the Intercreditor Agreement,

**Land Registry** H M Land Registry,

**Letter of Credit Provider** subject to the terms of the Senior Facilities Agreement and the Subordinated Facilities Agreement, a person that has issued a letter of credit on behalf of a Chargor on a bilateral basis,

**Majority Senior Lenders** has the meaning given to that term in the Intercreditor Agreement,

**Majority Subordinated Lenders** has the meaning given to that term in the Intercreditor Agreement,

**Mandatory Prepayment Account** each Mandatory Prepayment Account (as defined in the Senior Facilities Agreement) and all Related Rights and, in relation to a Chargor, includes (without limitation):

- (a) any of its accounts specified as such in part 3 of schedule 2 (*Security Assets*) and all Related Rights, and
- (b) any other account so designated by the Company and the Security Agent and all Related Rights,

**Monetary Claims** in relation to a Chargor, any book and other debts and monetary claims of any nature owing to that Chargor (other than in respect of any Account) (including, without limitation, any Intra Group Liabilities (as defined in the Intercreditor Agreement) in respect of which that Chargor is a creditor) and all Related Rights,

**Obligor** each Obligor as defined in the Senior Facilities Agreement and each Obligor as defined in the Subordinated Facilities Agreement,

**Party** a party to this security agreement,

**Real Property** in relation to a Chargor

- (a) any freehold, leasehold, licence or other interest in any immovable property (including, without limitation, the property identified in respect of that Chargor in part 1 of schedule 2 (*Security Assets*) (if any)) and all Related Rights, and
- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights,

**Receiver** a receiver and manager or other receiver appointed under this security agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver,

**Related Rights** 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 any part of that asset,
- (c) the proceeds of sale of all or any part of that asset, and
- (d) any other moneys paid or payable in respect of that asset,

**Secured Obligations** all present and future liabilities and obligations at any time due, owing or incurred by any member of the Group or the Parent to any Secured Party under the Finance Documents (including, without limitation, all monies covenanted to be paid under this security agreement), both actual and contingent and whether incurred solely or jointly or severally as principal or surety or in any other capacity excluding any sum,

liability or obligation which, if included, would result in this security agreement contravening any applicable laws (including sections 678 and 679 of the Companies Act 2006),

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

**Security Assets** all the assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to this security agreement,

**Security Period** the period commencing on the date of this security agreement and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably performed, paid and discharged in full, and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

**Senior Agent** the Agent under and as defined in the Senior Facilities Agreement,

**Senior Discharge Date** the meaning given to that term in the Intercreditor Agreement,

**Senior Facilities Agreement** the senior term and revolving facilities agreement dated on or about the date of this security agreement between, among others, Candle Holdco UK Limited as the Company and the Senior Agent,

**Senior Finance Documents** has the meaning given to that term in the Intercreditor Agreement,

**Specified Intellectual Property** in relation to a Chargor, the Intellectual Property identified in part 5 of schedule 2 (*Security Assets*) and any other Intellectual Property notified to the Security Agent pursuant to clause 15.2 (*Other undertakings*) and (in each case) all Related Rights,

**Subordinated Agent** the Agent under and as defined in the Subordinated Facilities Agreement,

**Subordinated Facilities Agreement** the subordinated term facilities agreement dated on or about the date of this security agreement between, among others, Candle Holdco UK Limited as the Company and the Subordinated Agent, and

**Subordinated Finance Documents** has the meaning given to that term in the Intercreditor Agreement

## 1.2 Construction

1.2.1 Unless a contrary indication appears in this security agreement, the provisions of clause 1.2 (*Construction*) of the Senior Facilities Agreement (other than paragraph 1.2.3 of that clause) or, after the Senior Discharge Date, clause 1.2 (*Construction*) of the Subordinated Facilities Agreement (other than paragraph 1.2.3 of that clause) shall apply to this security agreement as if set out in full in this security agreement with references to this agreement being treated as references to this security agreement,

1.2.2 Unless a contrary indication appears in this security agreement, any reference in this security agreement to

1.2.2.1 a Chargor, the Security Agent or any other Secured Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted

- transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents,
- 1 2 2 2 this security agreement, the Senior Facilities Agreement, the Subordinated Facilities Agreement, any other Finance Document or any other agreement or instrument is a reference to this security agreement, the Senior Facilities Agreement, the Subordinated Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or the Parent or provides for further advances), and
- 1 2 2 3 Secured Obligations includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group or the Parent,
- 1 2 3 A reference in this security agreement to any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment includes
- 1 2 3.1 all dividends, interest, coupons and other distributions paid or payable,
- 1 2 3 2 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, and
- 1 2 3 3 any rights against any clearance or settlement system and any right under any custodian or other agreement,
- 1 2 3 4 in relation to that stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund or other investment,
- 1 2 4 Each undertaking of a Chargor (other than a payment obligation) contained in this security agreement
- 1 2 4 1 must be complied with at all times during the Security Period; and
- 1 2.4 2 is given by that Chargor for the benefit of the Security Agent and each other Secured Party,
- 1 2 5 The terms of the other Finance Documents and of any side letters relating to the Finance Documents are incorporated in this security agreement to the extent required for any contract for the purported disposition of any Security Assets contained in this security agreement to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- 1 2 6 The fact that the details of any assets in the schedules are incorrect or incomplete shall not affect the validity or enforceability of this security agreement in respect of the assets of any Chargor,

- 1.2.7 References to a clause or Schedule are to a clause of, or schedule to, this security agreement
- 1.3 Joint and several**
- The liabilities and obligations of each Chargor under this security agreement are joint and several. Each Chargor agrees to be bound by this security agreement notwithstanding that any other Chargor which was intended to sign or be bound by this security agreement did not so sign or is not so bound by this security agreement.
- 1.4 Intercreditor Agreement**
- This security agreement is subject to the Intercreditor Agreement. In the event of any inconsistency between any provision of this security agreement and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.
- 1.5 Trustee Act 1925 and Trustee Act 2000**
- 1.5.1 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 security agreement, the provisions of this security agreement shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this security agreement shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000.
- 1.5.2 For the avoidance of doubt
- 1.5.2.1 the Security Agent may retain or invest in securities payable to bearer without appointing a person to act as a custodian, and
- 1.5.2.2 sections 22 and 23 of the Trustee Act 2000 shall not apply to this security agreement.
- 1.6 Third parties**
- 1.6.1 Except as otherwise expressly provided in paragraph 16.8.1 of clause 16.8 (*Protection of third parties*), clause 24 (*Expenses and indemnities*) or elsewhere in this security agreement, the terms of this security agreement may be enforced only by a Party and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 1.6.2 Notwithstanding any term of this security agreement and subject to Clause 23 (*Consents, amendments and override*) of the Intercreditor Agreement, no consent of a third party is required for any termination or amendment of this security agreement.
- 2 Covenant to pay**
- 2.1 Each Chargor, as primary obligor and not merely as surety, covenants with the Security Agent (as trustee for the Secured Parties) that it will pay or discharge on demand all of the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the relevant Finance Document.
- 2.2 Each Chargor acknowledges to the Security Agent that the amount secured by this security agreement and in respect of which this security agreement and the Transaction Security hereby created is enforceable is the full amount of the Secured Obligations.



### **3 Creation of security**

#### **3 1 Legal mortgages**

Each Chargor charges and agrees to charge in favour of the Security Agent by way of legal mortgage all its rights, title and interest in and to the Real Property in England or Wales vested in it on the date of this security agreement

#### **3 2 Fixed charges**

Each Chargor charges and agrees to charge in favour of the Security Agent by way of fixed charge all its rights, title and interest from time to time in and to

- 3 2 1 the Real Property vested in it on the date of this security agreement (to the extent not the subject of a mortgage under clause 3 1 (*Legal mortgages*)),
- 3 2 2 the material Real Property vested in it after the date of this security agreement,
- 3 2 3 the Investments,
- 3 2 4 any plant and machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights,
- 3 2 5 the Accounts (other than any Cash Collateral Account),
- 3 2 6 to the extent not effectively assigned under clause 3 3 (*Assignments*), the Assigned Assets,
- 3 2 7 any goodwill and rights in relation to its uncalled capital and all Related Rights,
- 3 2 8 the benefit of all consents and agreements held by it in connection with the use of any of its assets and all Related Rights,
- 3 2 9 if (and to the extent) capable of being charged, the Intellectual Property,
- 3 2 10 any beneficial interest, claim or entitlement of it to any assets of any pension fund and all Related Rights,
- 3 2 11 the Monetary Claims,
- 3 2 12 any Authorisations held in connection with its business or the use of any Security Asset and all Related Rights, and
- 3 2 13 any letter of credit issued in favour of that Chargor and bills of exchange and other negotiable instruments held by it and all Related Rights

#### **3 3 Assignments**

Each Chargor assigns and agrees to assign by way of security, absolutely and unconditionally, to the Security Agent all its rights, title and interest from time to time in and to

- 3 3 1 the Insurance Policies, if (and to the extent that) claims under such Insurance Policies may trigger a mandatory prepayment event under any Finance Document,
- 3 3 2 each Assigned Agreement to which it is a party, and
- 3 3 3 all Monetary Claims (not charged under paragraph 3 2 11 of clause 3 2 (*Fixed charges*))

### **3 4 Floating charge**

3 4 1 Each Chargor charges and agrees to charge in favour of the Security Agent by way of floating charge all its present and future

3 4 1 1 undertaking and assets of whatever type and wherever located, and

3 4 1 2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

3 4 2 The floating charge created by each Chargor pursuant to paragraph 3 4 1 above shall be deferred in point of priority to all other Transaction Security

3 4 3 The floating charge created by each Chargor pursuant to paragraph 3 4 1 above is a *qualifying floating charge* for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this security agreement

## **4 Conversion of floating charge**

### **4 1 Conversion by notice**

The Security Agent may by notice in writing to a Chargor convert the floating charge created by that Chargor pursuant to paragraph 3 4 1 of clause 3 4 (*Floating charge*) with immediate effect into fixed charges as regards all or any of such Chargor's assets, rights and property specified in that notice if

4 1 1 an Enforcement Event has occurred,

4 1 2 the Security Agent considers any Security Asset subject to such floating charge to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy,

4 1 3 the Security Agent considers that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Transaction Security, or

4 1 4 any Chargor requests the Security Agent to exercise any of its powers under this security agreement

### **4 2 Automatic conversion**

The floating charge created pursuant to paragraph 3 4 1 of clause 3 4 (*Floating charge*) shall (in addition to the circumstances in which the same will occur under general law) automatically and immediately be converted into a fixed charge over all of a Chargor's assets, rights and property not already subject to an effective fixed charge

4 2 1 if that Chargor takes any step to create any Security in breach of clause 7 (*Restriction on dealings*) over any of the Security Assets subject to such floating charge,

4.2 2 if any person takes any step to effect any expropriation, attachment, sequestration, distress, execution or other legal process against any of the Security Assets subject to such floating charge, or

4 2 3 on the occurrence of an Event of Default in respect of that Chargor under Clause 26 7 (*Insolvency proceedings*) of the Senior Facilities Agreement or Clause 24 4 (*Insolvency*) of the Subordinated Facilities Agreement.

**4 3 Moratorium**

The floating charge created pursuant to paragraph 3 4 1 of clause 3 4 (*Floating charge*) by any Chargor may not be converted into a fixed charge solely by reason of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 in respect of that Chargor

**4 4 Reconversion to floating charge**

Any floating charge which has crystallised under clause 4 1 (*Conversion by notice*) or clause 4 2 (*Automatic conversion*) may by notice in writing given at any time by the Security Agent (acting on the unanimous instructions of each Secured Party) to the relevant Chargor be reconverted into a floating charge under paragraph 3 4 1 of clause 3 4 (*Floating charge*) in relation to the assets, rights and property specified in such notice

**4 5 Partial conversion**

The giving of a notice by the Security Agent pursuant to clause 4 1 (*Conversion by notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

**4 6 Letter of non-crystallisation of floating charge**

As soon as practicable following a request from a Letter of Credit Provider (acting reasonably) on or about the time that a Chargor opens a Cash Collateral Account in favour of that Letter of Credit Provider, the Security Agent shall provide to that Letter of Credit Provider a letter of non-crystallisation in respect of the floating charge created by that Chargor pursuant to paragraph 3 4 1 of clause 3 4 (*Floating charge*), confirming that, as at the date of that letter

4 6 1 the Security Agent has not taken any action which has resulted in the crystallisation of that floating charge, and

4 6 2 so far as the Security Agent is aware, no event or circumstance has occurred or existed that has resulted or could result in the crystallisation of that floating charge

**4 7 Scottish property**

Clause 4 2 (*Automatic conversion*) shall not apply to any assets situated in Scotland 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

**5 Release and reassignment**

Upon the expiry of the Security Period (but subject to clause 6 6 (*Provisions relating to Transaction Security*)), the Security Agent shall, at the request and cost of the Company

5 1 1 release and re-assign to the relevant Chargor its rights, title and interest in and to the Security Assets, and

5 1 2 execute such notices and directions to any persons as the relevant Chargor may reasonably require in order to give effect to such release and re-assignment,

in each case, without recourse to or any representation or warranty by any Secured Party or any other person.

## **6 Provisions relating to transaction security**

### **6.1 All Transaction Security**

6.1.1 is created in favour of the Security Agent for itself and on behalf of each of the other Secured Parties,

6.1.2 is created over the present and future assets of each Chargor, and

6.1.3 is a continuing security for the payment, discharge and performance of all of the Secured Obligations, will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate payment or discharge in whole or in part and shall remain in full force and effect as a continuing security for the duration of the Security Period

6.2 The Transaction Security created pursuant to this security agreement shall be in addition to and not in substitution for or derogation of any other security (whether given by the Chargors or otherwise) now or from time to time hereafter held by the Security Agent or any other Secured Party in respect of or in connection with any or all of the Secured Obligations

6.3 The Transaction Security created by each Chargor by or in connection with any Finance Document is separate from and independent of the Transaction Security created or intended to be created by any other Chargor by or in connection with any Finance Document

6.4 If a Chargor purports to mortgage, assign or charge (absolutely or by way of fixed mortgage or charge) an asset under this security agreement and such mortgage, assignment or charge breaches a term of an agreement binding on that Chargor in respect of that asset because the consent of a person (other than a member of the Group, the Parent or the Investor) has not been obtained

6.4.1 that Chargor shall notify the Security Agent immediately,

6.4.2 subject to clause 6.4.4 below, the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself,

6.4.3 unless the Security Agent otherwise requires, that Chargor shall use best endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Security Agent, and

6.4.4 forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Transaction Security in favour of the Security Agent under clause 3.1 (*Legal mortgages*), clause 3.2 (*Fixed charges*) or clause 3.3 (*Assignments*) (as applicable)

6.5 The Security Agent holds the benefit of this security agreement on trust for itself and each of the other Secured Parties from time to time on the terms of the Intercreditor Agreement

6.6 The Transaction Security created pursuant to this security agreement by each Chargor is made with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of

6.6.1 the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994,

- 6 6 2 the words "except to the extent that" and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994, and
- 6 6 3 section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994
- 6 7 If the Security Agent considers that an amount paid by any member of the Group or the Parent to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of that member of the Group or the Parent or otherwise, the Transaction Security and the liability of each Chargor under this security agreement shall continue and that amount will not be considered to have been irrevocably paid for the purposes of this security agreement.
- 6 8 The Transaction Security created by the Parent pursuant to
- 6 8 1 this agreement shall be first ranking, and
- 6 8 2 Clause 3 1 (*Legal mortgages*), clause 3 2 (*Fixed charges*) or clause 3 3 (*Assignments*) (as applicable), shall exclude any asset of the Parent (other than, for the avoidance of doubt any Group Shares in any member of the Group incorporated in England and Wales) that is situated outside England or Wales at any time
- For the avoidance of doubt, the Parent is only Party to this agreement for the purpose of granting the Transaction Security set out in clause 3 2 3 (*Fixed charges*) in respect of Group Shares in any member of the Group incorporated in England and Wales
- 6 9 Notwithstanding anything contained in this security agreement or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation
- 6 10 Without prejudice to any similar rights that the Security Agent, Senior Agent and/or Subordinated Agent may have under any of the Finance Documents, prior to the occurrence of an Enforcement Event, each Chargor shall ensure that representatives of the Security Agent (with or without surveyors, workmen or others) are able at all reasonable times, not more than twice in any calendar year, to view the condition of any of the Security Assets.
- 7 Restriction on dealings**
- No Chargor may
- 7 1 create or permit to subsist any Security or Quasi-Security on any of the Security Assets (other than as created pursuant to this security agreement),
- 7 2 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
- 7 2 1 sell, transfer or otherwise dispose of any of its assets to any person on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group,
- 7 2 2 sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- 7 2 3 enter 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
- 7 2 4 enter into any other preferential arrangement having a similar effect,

7 3 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Security Asset, or

7 4 do, or permit to be done, anything which is intended to or would or could reasonably be expected to materially prejudice the Transaction Security created pursuant to this security agreement,

unless permitted to do so under the Senior Facilities Agreement and the Subordinated Facilities Agreement

## **8 Representations and warranties**

### **8 1 Representations and warranties**

Each Chargor makes the representations and warranties set out in this clause 8 1 to each Secured Party

#### **8 1 1 Accuracy of information:**

As at the date of this security agreement, schedule 2 (*Security Assets*) identifies

8 1 1 1 all of the Real Property falling within paragraph (a) of that definition, Group Shares, Accounts and Assigned Agreements in which it has any interest (whether direct or indirect), and

8 1 1 2 all of the material Intellectual Property in which it has any interest that it considers (acting reasonably) is required to conduct its business or any part of it.

#### **8 1 2 Investments**

8 1 2 1 The Investments which it purports to mortgage or charge under this security agreement are duly authorised, validly issued and fully paid

8 1 2 2 It has not nominated any person to enjoy or exercise any right relating to the Investments pursuant to Part 9 of the Companies Act 2006 or otherwise.

#### **8 1 3 Assigned Agreements**

8 1 3 1 Its obligations under each Assigned Agreement to which it is a party are valid, legally binding and, subject to the Legal Reservations, enforceable in accordance with the terms of that Assigned Agreement

8 1 3 2 There is no prohibition on assignment in any Assigned Agreement to which it is party that has not been waived by the other parties to it and the entry into and performance by it of this security agreement does not conflict with any term of any Assigned Agreement to which it is party

### **8 2 Times for making representations and warranties**

The representations and warranties set out in clause 8 1 (*Representations and warranties*)

8 2 1 are made by each Chargor on the date of this security agreement, and

8 2 2 (other than the representations and warranties set out in paragraph 8 1 1 of clause 8 1 (*Representations and warranties*)) are deemed to be repeated by each Chargor on each date prior to the Final Discharge Date on which any of the representations and warranties set out in Clause 22 (*Representations*) of the Senior Facilities Agreement or Clause 20 (*Representations*) of the Subordinated Facilities Agreement are repeated,

in each case by reference to the circumstances existing at that time

## **9 Real property**

### **9.1 Documents of title relating to Real Property**

Each Chargor shall

9 1 1 on the date of this security agreement, in respect of all Real Property vested in it on that date, and

9 1 2 after the date of this security agreement, on or after the acquisition by that Chargor of any interest in any material Real Property,

deposit all deeds and documents of title relating to that Real Property with the Security Agent (or as it shall direct). The Security Agent is entitled to hold and retain all such deeds and documents of title until the Final Discharge Date or, if earlier, until the Real Property to which such deeds or documents of title relate is released from the Transaction Security in accordance with the Finance Documents

### **9 2 Land Registry**

9 2 1 Each Chargor undertakes to make or procure that there is made a due application to the Land Registry in respect of

9 2 1 1 any Real Property that is vested in it on the date of this security agreement, and

9 2 1 2 any material Real Property in which it acquires an interest after the date of this security agreement,

and which, in each case, is registered land (and consents to such an application being made by or on behalf of the Security Agent)

(i) to enter a restriction in the following terms on the relevant register of title

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of GLAS Trust Corporation Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer", and

(ii) to enter an obligation to make further advances on the relevant register of title

9 2 2 Each Chargor certifies to the Land Registry that the Transaction Security does not contravene any of the provisions of the memorandum or articles of association or other constitutive documents of that Chargor

**9 3 Acquisitions of Real Property**

- 9 3 1** Each Chargor shall promptly notify the Security Agent of the acquisition of any material Real Property and shall
- 9 3 1 1** promptly on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage of that Real Property in favour of the Security Agent in any form (consistent with this security agreement) as the Security Agent may require (acting reasonably),
- 9 3 1 2** if the title to that Real Property is registered at the Land Registry or required to be so registered, make (as applicable) a due application for registration of that Chargor as proprietor of the Real Property and of the Security Agent as proprietor of any legal mortgage entered into pursuant to paragraph 9 3 1 1 above, and
- 9 3 1 3** in any event take all necessary steps for the noting of the Transaction Security in the relevant register of title at the Land Registry

**9 4 Other undertakings**

- 9 4 1** Each Chargor shall, in respect of all or any part of its Real Property that is subject to the Transaction Security created pursuant to this security agreement
- 9 4 1 1** perform and observe in all material respects all covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to that Real Property or its use, including those requiring payment of sums in respect of that Real Property,
- 9 4 1 2** perform and observe in all material respects all the covenants, conditions and stipulations (whether as landlord or tenant), and enforce the due observance and performance of all material obligations of all other persons of which it has the benefit, in any lease, agreement for lease or other right to occupy in respect of that Real Property, and
- 9 4 1 3** after the occurrence of an Enforcement Event, not without the prior written consent of the Security Agent
- (i) sever or remove any of the fixtures or fittings forming part of that Real Property or any of the plant and machinery (other than stock in trade or work in progress) on or in that Real Property, and
- (ii) fix or permit the affixing of any Security Asset to any of its Real Property which is not itself a Security Asset
- 9 4 2** Each Chargor shall, within 14 days after the date of receipt by it of any material communication made with respect to all or any part of its Real Property that is subject to the Transaction Security created pursuant to this security agreement, deliver a copy of that communication to the Security Agent and, after the occurrence of an Enforcement Event, comply with the reasonable instructions of the Security Agent in relation to any such communication
- 9 4 3** After the occurrence of an Enforcement Event, no Chargor shall



- 9 4 3 1 grant or agree to grant (whether in exercise of or independently of any statutory power) any lease or tenancy,
- 9 4 3 2 agree to any surrender of any lease or tenancy;
- 9 4 3 3 commence any forfeiture proceedings in respect of any lease or tenancy, or
- 9 4 3 4 serve any notice on any former tenant under any lease or tenancy (or any guarantor of that former tenant) which would entitle it to a new lease or tenancy,

in respect of all or any part of its Real Property that is subject to the Transaction Security created pursuant to this security agreement

## 10 **Monetary claims**

### 10 1 **Undertakings**

Each Chargor shall

- 10 1 1 collect and realise its Monetary Claims in a prudent manner (as agent for the Security Agent) and pay the proceeds of those Monetary Claims into a Collection Account forthwith upon receipt (and such proceeds shall be held upon trust by that Chargor for the Security Agent prior to such payment), and
- 10 1 2 not factor, discount or otherwise deal with its Monetary Claims save as provided for in paragraph 10 1 1 above (or enter into any agreement for such factoring, discounting or dealing),

save as otherwise provided by the Senior Facilities Agreement and the Subordinated Facilities Agreement.

### 10 2 **Exercise of rights on Enforcement Event**

- 10 2 1 On and after the occurrence of an Enforcement Event, no Chargor shall be entitled to withdraw or otherwise transfer the proceeds of collection or realisation of any Monetary Claims standing to the credit of any Collection Account without the prior written consent of the Security Agent
- 10 2 2 On and after the occurrence of an Enforcement Event, each Chargor shall give notice to the debtors in respect of any Monetary Claims in such form as the Security Agent may require

## 11 **Accounts**

### 11 1 **Notices**

Each Chargor shall, no later than five Business Days after the date of this security agreement or, in relation to any Account opened after the date of this security agreement, no later than five Business Days after the date of opening of such account, give notice to each Account Bank substantially in the form set out in schedule 3 (*Notice for Accounts*) and shall use its reasonable endeavours to obtain a duly completed acknowledgment of that notice from the relevant Account Bank within 20 Business Days after the date of receipt by that Account Bank of that notice. If the Chargor has used its reasonable endeavours but has been unable to obtain such acknowledgment from the relevant Account Bank during that 20 Business Day period, its obligation to obtain such acknowledgment shall cease upon the expiry of that time period.

**11 2 Other undertakings**

- 11 2 1 Prior to the occurrence of an Enforcement Event, each Chargor shall (subject to the terms of the Senior Facilities Agreement and the Subordinated Facilities Agreement) be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Collection Account
- 11 2 2 No Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Mandatory Prepayment Account except with the prior written consent of the Security Agent. In relation to any proposed withdrawal of monies from a Mandatory Prepayment Account prior to the occurrence of an Enforcement Event, each Chargor shall, at least three Business Days before the proposed withdrawal date, notify the Security Agent and certify the purpose for which the relevant funds are to be applied. Any such withdrawal shall only be permitted if the Security Agent acting in good faith is satisfied that the monies to be withdrawn are to be applied in accordance with the provisions of the Senior Facilities Agreement and the Subordinated Facilities Agreement and has confirmed to the relevant Account Bank that the proposed withdrawal is permitted
- 11.2.3 Each Chargor shall promptly deliver to the Security Agent details of any Account maintained by it (unless such details are set out in part 3 of schedule 2 (*Security Assets*))
- 11 2 4 No Chargor shall, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Mandatory Prepayment Account or close any Mandatory Prepayment Account.

**11 3 Exercise of rights on Enforcement Event**

On and after the occurrence of an Enforcement Event

- 11 3 1 no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Security Agent, and
- 11 3 2 the Security Agent shall be entitled without notice 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 23 (*Application of proceeds*)

**12 Investments**

**12 1 Documents of title relating to Investments**

Each Chargor shall, on the date of this security agreement or, if later, three Business Days after becoming entitled to the relevant Investments, deliver to the Security Agent in the agreed form

- 12 1 1 all stock and share certificates and other documents of title relating to its Investments (other than any Cash Equivalent Investments), and
- 12 1 2 in respect of all such Investments
- 12 1 2 1 all stock transfer forms (executed in blank and left undated), and
- 12 1 2 2 all other documents that the Security Agent may reasonably request (including declarations of trust in relation to any Investments in which that Chargor has an interest that are not held in its sole name)

## **12.2 Voting power**

- 12.2.1 Unless otherwise agreed by the relevant Chargor and the Security Agent, prior to the occurrence of an Enforcement Event
- 12.2.1.1 each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments (subject to paragraph 12.2.1.2 below), and
- 12.2.1.2 if the Investments of a Chargor have been registered in the name of the Security Agent (or its nominee), the Security Agent (or its nominee) shall exercise the voting rights, powers and other rights in respect of such Investments in such manner as that Chargor may direct in writing from time to time
- 12.2.2 No Chargor shall exercise any of its voting rights, powers and other rights in respect of its Investments (or direct the Security Agent (or its nominee) to exercise such voting rights, powers and other rights) in any manner which varies the rights attaching to or conferred by the Investments in any way which could reasonably be expected to adversely affect the interests of the Secured Parties or which could reasonably be expected to prejudice the value of or the ability of the Security Agent to realise the Transaction Security in respect of such Investments
- 12.2.3 Prior to the occurrence of an Enforcement Event, voting power (for the purposes of section 435(10) of the Insolvency Act 1986) in respect of its Investments shall remain with the Chargor and shall not pass to the Security Agent or any other Secured Party

## **12.3 Other undertakings**

- 12.3.1 Prior to the occurrence of an Enforcement Event, each Chargor shall be entitled to receive and retain all dividends or other income or distributions paid or payable in relation to its Investments
- 12.3.2 No Chargor shall nominate any person, other than the Security Agent (or its nominee), to enjoy or exercise any right relating to any of the Investments whether pursuant to Part 9 of the Companies Act 2006 or otherwise
- 12.3.3 At any time when any Investments of a Chargor have been registered in the name of the Security Agent (or its nominee), the Security Agent (or its nominee) will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of such Investments are duly and promptly paid or received by it (or its nominee), or to verify that the correct amounts are paid or received by it (or its nominee), or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies 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 such Investments
- 12.3.4 Prior to the occurrence of an Enforcement Event, the Security Agent shall use its reasonable endeavours to forward to the relevant Chargor all material notices, correspondence and other communication it receives in relation to the Investments
- 12.3.5 Each Chargor shall indemnify the Security Agent (or its nominee) against any loss or liability incurred by the Security Agent (or its nominee) as a consequence of the Security Agent (or its nominee) acting at the direction of a Chargor in respect of its Investments

- 12 3 6 Each Chargor shall pay when due all calls or other payments that may be or become due in respect of any of its Investments. In the case of a default by a Chargor in such payment, the Security Agent may make such payment on behalf of that Chargor in which case any sums paid by the Security Agent shall be reimbursed (together with interest at the Default Rate for the period from and including the date incurred up to and excluding the date reimbursed) by that Chargor to the Security Agent on demand.

**12 4 Exercise of rights on Enforcement Event**

- 12 4 1 On and after the occurrence of an Enforcement Event

12 4 1 1 the Security Agent (or its nominee) may exercise or refrain from exercising any voting rights, powers and other rights in respect of the Investments in each case in the name of a Chargor, the registered holder or otherwise and without any further consent or authority on the part of any Chargor and irrespective of any direction given by a Chargor,

12 4 1 2 each Chargor shall hold any dividend or other income or distribution paid or payable in respect of any of its Investments on trust for the Security Agent (or its nominee), and

12 4 1 3 the Security Agent may complete the instrument(s) of transfer for all or any Investments on behalf of any Chargor in favour of itself or such other person as it may select

- 12 4 2 Each Chargor irrevocably appoints the Security Agent (or its nominee) as its proxy to exercise all voting rights in respect of the Investments with effect from the occurrence of an Enforcement Event to the extent that such Investments remain registered in its name

**12 5 Clearance and settlement systems**

- 12 5 1 Each Chargor shall, if so requested by the Security Agent

12 5 1 1 instruct or request its nominee or custodian to instruct any settlement or clearance system (including without limitation, CREST) to transfer any Investment held by it or its nominee or custodian for that Chargor to an account of the Security Agent or its nominee with that settlement or clearance system, and

12 5 1 2 take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Investments held in a settlement or clearance system

- 12 5 2 The Security Agent may, at the expense of each Chargor, take whatever action the Security Agent considers necessary for the dematerialisation or rematerialisation of the Investments.

**12 6 Custodian arrangements**

Each Chargor shall

- 12 6 1 promptly give notice of this security agreement to any custodian of any Investment in any form which the Security Agent may reasonably require, and

- 12 6 2 use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require

## **13 Insurance**

### **13 1 Notices**

Each Chargor shall, no later than five Business Days after the date of this security agreement or, in relation to any Insurance Policy entered into after the date of this security agreement, no later than five Business Days after the date of entry into such Insurance Policy, give notice to each insurer in the form set out in schedule 4 (*Notice for Insurance Policies*) and shall use its reasonable endeavours to obtain a duly completed acknowledgment of that notice from the relevant insurer within 20 Business Days after the date of receipt by that insurer of that notice. If the Chargor has used its reasonable endeavours but has been unable to obtain such acknowledgment from the relevant insurer during that 20 Business Day period, its obligation to obtain such acknowledgment shall cease upon the expiry of that time period.

### **13 2 Other undertakings**

13 2 1 Each Chargor will take all commercially reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of its Insurance Policies.

13 2 2 No Chargor will amend, waive or terminate any term of any Insurance Policy unless permitted by the Senior Facilities Agreement and the Subordinated Facilities Agreement.

13 2 3 Each Chargor shall supply to the Security Agent on request copies of each Insurance Policy together with the current applicable premium receipts.

### **13 3 Exercise of rights on Enforcement Event**

On and after the occurrence of an Enforcement Event:

13 3 1 the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by a Chargor) any of a Chargor's rights under any of its Insurance Policies, and

13 3 2 each Chargor shall hold any payment it receives in respect of its insurance Policies on trust for the Security Agent, pending payment to the Security Agent for application in accordance with clause 23 (*Application of proceeds*).

## **14 Assigned agreements**

### **14 1 Notices**

14 1 1 Each Chargor shall, no later than five Business Days after the date of this security agreement or, in relation to any Assigned Agreement entered into or designated as such after the date of this security agreement, no later than five Business Days after the date of entry into or designation of such Assigned Agreement, give notice to each of the other parties to each Assigned Agreement in the form set out in schedule 5 (*Notice for Assigned Agreements*) and shall (other than where the relevant party is a member of the Group, the Parent or the Investor) use its reasonable endeavours to obtain a duly completed acknowledgment of that notice from the relevant party within 20 Business Days after the date of receipt by that party of that notice. If the Chargor has used its reasonable endeavours but has been unable to obtain such acknowledgment from that party during that 20 Business Day period, its obligation to obtain such acknowledgment shall cease upon the expiry of that time period. If the relevant party is a member of the Group, the Parent or the Investor, the relevant Chargor shall procure that the relevant party delivers to the Security Agent a duly completed acknowledgement of such notice.

- 14 1 2 Prior to the occurrence of an Enforcement Event, each Chargor shall remain entitled to exercise all of its rights and remedies under or in respect of the Assigned Agreements
- 14 2 **Other undertakings**
- 14 2 1 Each Chargor shall take all commercially reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of the Assigned Agreements
- 14 2.2 No Chargor will amend, waive or terminate any term of any Assigned Agreement -unless permitted by the Finance Documents
- 14 2 3 Each Chargor shall supply to the Security Agent on request copies of each Assigned Agreement to which it is party and any other information and documentation relating to any Assigned Agreement to which it is party
- 14 3 **Exercise of rights on Enforcement Event**
- On and after the occurrence of an Enforcement Event, the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by a Chargor) any Chargor's rights and remedies (including direction of any payments to the Security Agent) under or in respect of any Assigned Agreement to which it is party
- 15 **Intellectual property**
- 15 1 **Documents of title and registration**
- Each Chargor shall, if requested by the Security Agent
- 15 1 1 deliver all deeds and other documents of title relating to its Intellectual Property (including any licences relating to them and any forms or documents relating to any applications to register any such Intellectual Property in the name of a Chargor), and
- 15 1 2 execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property.
- 15 2 **Other undertakings**
- Each Chargor shall, every six months, provide details to the Security Agent of any material Intellectual Property that such Chargor considers (acting reasonably) is required to conduct its business or any part of it unless such details are set out in part 5 of schedule 2 (*Security Assets*)
- 16 **Enforcement of transaction security**
- 16 1 **Timing and manner of enforcement**
- 16 1.1 The Transaction Security shall become immediately enforceable and the powers referred to in paragraph 16 4 1 of clause 16 4 (*General*) shall become immediately exercisable
- 16 1 1 1 upon the occurrence of an Enforcement Event, or
- 16 1 1 2 if the Chargor requests the Security Agent to exercise any of its powers under this security agreement, or
- 16 1 1 3 on the appointment of a Receiver

16 2 Without prejudice to any specific provisions contained in this security agreement, immediately after the Transaction Security has become enforceable, the Security Agent may in its absolute discretion (subject to the other provisions of this security agreement) enforce all or any part of the Transaction Security in any manner it sees fit or as the Majority Senior Lenders or (subject to the Intercreditor Agreement) the Majority Subordinated Lenders direct.

16 3 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

#### 16 4 General

16 4 1 The Secured Obligations shall be deemed to have become due and payable on the date of this security agreement for the purposes of section 101 of the Law of Property Act 1925. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied and extended by this security agreement) and all other powers conferred on a mortgagee by law shall be deemed to arise immediately after execution of this security agreement

16 4 2 Section 103 of the Law of Property Act 1925 shall not apply to this security agreement

16 4 3 The Security Agent may lease, make agreements for leases at a premium or otherwise, surrender, rescind or agree or accept surrenders of leases and grant options on such terms and in such manner as it shall think fit without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925

#### 16 5 Contingencies

If the Transaction Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate

#### 16 6 Exercise of powers

All or any of the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this security agreement and all or any of the rights and powers conferred by this security agreement on a Receiver (whether express or implied) may be exercised by the Security Agent without further notice to any Chargor upon, and at any time after, the occurrence of an Enforcement Event, irrespective of whether the Security Agent has taken possession of the Security Assets or appointed a Receiver

#### 16 7 Restrictions on notices

The Security Agent shall not be entitled to give any notice or instruction referred to in any notice delivered pursuant to clauses 11 1 (*Notices*) (other than in respect of a Mandatory Prepayment Account), 13 1 (*Notices*) or 14 1 (*Notices*) until an Enforcement Event has occurred

#### 16 8 Protection of third parties

16 8 1 No person (including a purchaser) dealing with the Security Agent or a Receiver or any of its respective agents will be concerned to enquire

16 8 1 1 whether the Secured Obligations have become payable,

- 16 8 1 2 whether any power which the Security Agent or that Receiver may purport to exercise has become exercisable or is being properly exercised,
- 16 8 1 3 whether any amount remains due under the Finance Documents, or
- 16 8 1 4 how any money paid to the Security Agent or to that Receiver is to be applied
- 16 8 2 The receipt of the Security Agent or any Receiver of any moneys paid to the Security Agent or any Receiver by any person (including a purchaser) shall be an absolute and conclusive discharge and shall relieve any person dealing with the Security Agent or that Receiver of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver
- 16 8 3 In paragraphs 16 8 1 and 16 8 2 above, purchaser includes any person acquiring, for money or money's worth, any interest or right whatsoever in relation to the Security Assets
- 16 9 **No liability as mortgagee in possession**

Neither the Security Agent nor any Administrator or Receiver will be liable by reason of entering into possession of a Security Asset

  - 16 9 1 to account as mortgagee in possession for any loss on realisation in respect of such Security Asset, or
  - 16 9 2 for any default or omission for which a mortgagee in possession might be liable
- 16 10 **Redemption of prior Security**

The Security Agent or any Receiver may at any time after an Enforcement Event has occurred redeem any prior Security on or relating to any of the Security Assets 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 and any costs and expenses incidental to any such redemption or transfer
- 16 11 **Right of appropriation**

To the extent that any of the Security Assets constitute *financial collateral* and this security agreement 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 Security Agent or any Receiver shall, after the Transaction Security has become enforceable, have the right to appropriate without notice to the Chargor (either on a single occasion or on multiple occasions) all or any part of such financial collateral in or towards discharge of the Secured Obligations and for this purpose the value of the financial collateral so appropriated shall be

  - 16 11 1 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
  - 16 11 2 in the case of the Investments, the market price of such Investments determined by the Security Agent or any Receiver in a commercially reasonable manner (including by reference to a public index or independent valuation)



**17 Administrator**

17 1 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)

17 1 1 if requested by that Chargor,

17 1 2 upon the occurrence of an Enforcement Event or upon the appointment of a Receiver, or

17.1 3 upon the occurrence of an Event of Default under Clause 26 7 (*Insolvency proceedings*) of the Senior Facilities Agreement or Clause 24 4 (*Insolvency*) of the Subordinated Facilities Agreement

17 2 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

17 3 In this clause 17, 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

**18 Receiver**

**18 1 Appointment of Receivers**

18 1 1 The Security Agent may (without notice) by deed or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver

18 1 1 1 if requested by that Chargor,

18 1 1 2 upon the occurrence of an Enforcement Event (whether or not the Security Agent has taken possession of the Security Assets), or

18 1 1 3 upon the occurrence of an Event of Default under Clause 26 7 (*Insolvency proceedings*) of the Senior Facilities Agreement or Clause 24 4 (*Insolvency*) of the Subordinated Facilities Agreement

18 1 2 The Security Agent may not appoint an administrative receiver over the Security Assets to the extent prohibited by section 72A of the Insolvency Act 1986

18 1 3 The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000

18 1 4 Section 109(1) of the Law of Property Act 1925 shall not apply to this security agreement

18 1 5 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

18 1 6 Any Receiver may be appointed Receiver of all of the Security Assets or Receiver of a part of the Security Assets specified in the appointment. In the case of an appointment of a part of the Security Assets, the rights conferred on a Receiver as set out in clause 18 5 (*Powers of Receivers*) shall have effect as

though every reference in that clause to any Security Assets was a reference to the part of those assets so specified or any part of those assets

**18 2      Removal of Receivers**

The Security Agent may by notice in writing remove any Receiver appointed by it (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receivership) whenever it thinks fit and appoint a new Receiver instead of any Receiver whose appointment has terminated for any reason

**18 3      Agent of Chargor**

Any Receiver shall be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. 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. No Secured Party will incur any liability (either to a Chargor or any other person) by reason of the appointment of a Receiver or for any other reason.

**18 4      Remuneration**

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, without limitation, under section 109(6) of the Law of Property Act 1925) shall not apply to this security agreement.

**18 5      Powers of Receivers**

Any Receiver appointed pursuant to clause 18 1 (*Appointment of Receivers*) shall have the following rights, powers and discretions (in addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under the Law of Property Act 1925)

- 18 5 1      to take immediate possession of, get in and collect any Security Asset and to require payment to it or to the Security Agent of any Monetary Claims or credit balance on any Account,
- 18 5 2      to carry on any business of any Chargor in any manner he thinks fit,
- 18 5 3      to enter into any contract or arrangement and to perform, repudiate, succeed or vary any contract or arrangement to which any Chargor is party,
- 18 5 4      to appoint and discharge any managers, officers, agents, accountants, servants, workmen and others for the purposes of this security agreement upon such terms as to remuneration or otherwise as he thinks fit and to discharge any person appointed by any Chargor;
- 18 5 5      to raise and borrow money either unsecured or on the security of any Security Asset either in priority to the Transaction Security created pursuant to this security agreement or otherwise and generally on any terms and for whatever purpose which he thinks fit,
- 18 5 6      to sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner, and on any terms which he thinks fit and for a consideration of any kind (which may be payable in a lump sum or by instalments spread over any period),
- 18 5 7      to settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset,

- 18 5 8 to bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit;
- 18 5 9 to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset,
- 18 5 10 to form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset,
- 18 5 11 to delegate his powers in accordance with this security agreement,
- 18 5 12 to lend money or advance credit to any customer of any Chargor,
- 18 5 13 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 Security Asset in each case as he thinks fit,
- 18 5 14 to exercise all the powers described in schedule 1 to the Insolvency Act 1986 whether or not the Receiver is an administrative receiver as defined in the Insolvency Act 1986,
- 18 5 15 to purchase or acquire by leasing, hiring, licensing or otherwise (for such consideration and on such terms as he may think fit) any assets which he considers necessary or desirable for the carrying on, improvement, realisation or other benefit of any of the Security Assets or the business of any Chargor,
- 18 5 16 to exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset,
- 18 5 17 to make any payment and incur any expenditure, which the Security Agent is, by this security agreement, expressly or impliedly authorised to make or incur,
- 18 5 18 to do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this security agreement or law, and
- 18 5.19 to use the name of any Chargor for any of the purposes set out in paragraphs 18 5 1 to 18 5 18 (inclusive) above

## 19 **Delegation**

- 19 1 1 The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this security agreement Any such delegation may be made upon such terms (including the power to sub-delegate) and subject to such conditions and regulations as the Security Agent or Receiver may think fit
- 19.1 2 Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate.
- 19 1 3 References in this security agreement 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 this clause 19

**20 Preservation of security**

**20 1 Reinstatement**

20 1 1 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

20 1 1 1 the liability of that Chargor and the relevant security shall continue as if the payment, discharge, release, avoidance or reduction had not occurred, and

20 1 1 2 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

20 1 2 The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

**20 2 Walver of defences**

None of the obligations of any Chargor under this security agreement or any Transaction Security will be affected by any act, omission, matter or thing (whether or not known to any Chargor or any Secured Party) which, but for this provision, would reduce, release, prejudice or provide a defence to any of those obligations including

20 2 1 any time, waiver, release or consent granted to, or composition with, any Chargor or any other person,

20 2 2 the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group, the Parent or any other person,

20 2 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over the assets of, any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any such rights or security,

20 2 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person,

20 2 5 any amendment (however fundamental and including any amendment that may increase the liability of an Obligor) or replacement of a Finance Document or any other document or security,

20 2 6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or

20 2 7 any insolvency or similar proceedings

**20 3 Immediate recourse**

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 security agreement. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary

## **20 4 Appropriations**

On and after the occurrence of an Enforcement Event and until the expiry of the Security Period, each Secured Party (or any trustee or agent on its behalf) may

20 4 1      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 sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same, and

20 4 2      hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this security agreement.

## **20 5 Deferral of Chargors' rights**

20 5 1      Until the expiry of the Security Period and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance (or a claim for performance) by it of its obligations under the Finance Documents to

20 5 1 1      be indemnified by an Obligor,

20 5 1 2      claim any contribution from any guarantor of any Obligor's obligations under the Finance Documents,

20 5 1 3      take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party,

20 5 1 4      bring legal or other proceedings for an order requiring an Obligor to make any payment, or perform any obligation, in respect of which the relevant Chargor has given a guarantee, undertaking or indemnity under the Finance Documents,

20 5 1 5      exercise any right of set-off against an Obligor,

20 5 1 6      exercise any right of quasi-retainer or other analogous equitable right, and/or

20 5 1 7      claim or prove as a creditor of an Obligor in competition with the Secured Parties

20 6      If any 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 an Obligor 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 Secured Parties or as the Secured Parties may direct

## **20 7 Security held by Chargor**

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 security agreement. Each Chargor will hold any Security and the proceeds thereof held by it in breach of this provision on trust for the Security Agent

**20 8 Additional security/non-merger**

The Transaction Security is in addition to and shall not be merged into or in any way be excluded or prejudiced by any other Security now or hereafter held by or on behalf of any Secured Party in respect of the Secured Obligations or any other amount due by any Chargor to any Secured Party

**20.9 Power of consolidation**

Section 93 of the Law of Property Act 1925 shall not apply to this security agreement or to the Transaction Security

**20 10 New accounts and ruling off**

20 10 1 Any Secured Party may open a new account in the name of any Chargor at any time after a subsequent Security affects any Security Asset. If a Secured Party does not open a new account in such circumstances it will nevertheless be deemed to have done so upon the occurrence of such circumstances

20 10 2 No moneys paid into any account (whether new or continuing) after the occurrence of any circumstances referred to in paragraph 20 10 1 above shall reduce or discharge the Secured Obligations

**21 Further assurances**

Each Chargor shall, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require or consider expedient for

21 1 1 creating, perfecting or protecting any Security intended to be created by or pursuant to this security agreement,

21 1 2 facilitating the realisation of any Security Asset,

21 1 3 creating and perfecting security in favour of the Security Agent over the assets of that Chargor located in any jurisdiction outside England and Wales, and/or

21 1 4 facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any Security Asset,

including (without limitation)

21 1 4 1 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent (or to its nominee),

21 1 4 2 the transfer of legal and/or equitable title in any existing or future Real Property to a third party (including, without limitation, after the Security Agent has exercised any right of appropriation pursuant to clause 16.11 (*Right of appropriation*)), and

21 1 4 3 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may reasonably consider expedient

**22 Power of attorney**

**22 1 Appointment**

22 1 1 Each Chargor by way of security irrevocably appoints the Security Agent and each Receiver severally as its attorney, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

22 1 1 1 prior to the occurrence of an Enforcement Event, to do anything which that Chargor is obliged to do under this security agreement (but has not done),

22 1 1 2 on and after the occurrence of an Enforcement Event, to do anything which that Chargor is obliged to do under this security agreement, and

22 1 1 3 to exercise any of the rights conferred on the Security Agent or any Receiver in relation to the Security Assets or under any Finance Document, the Law of Property Act 1925 or the Insolvency Act 1986

22 1 2 The power of attorney conferred on the Security Agent and each Receiver pursuant to paragraph 22 1 1 above shall continue notwithstanding the exercise by the Security Agent of any right of appropriation pursuant to clause 16.11 (*Right of appropriation*)

**22 2 Ratification**

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 clause 22 1 (*Appointment*)

**23 Application of proceeds**

**23 1 Order of application**

23 1.1 All amounts received by the Security Agent or any Receiver pursuant to this security agreement or the powers conferred by it shall be applied in accordance with Clause 2 1 (*Order of application*) of the Intercreditor Agreement

23 1 2 The order of application referred to in paragraph 23 1 1 above shall override any appropriation by any Chargor

**23 2 Receiver's receipts**

Section 109(8) of the Law of Property Act 1925 shall not apply in relation to a Receiver appointed under this security agreement

**24 Expenses and indemnities**

**24 1 Enforcement and preservation costs**

Each Chargor shall, within three Business Days of demand, pay to each Secured Party, Receiver, attorney, manager, agent or other person (including the officers of such persons) appointed by the Security Agent or a Receiver under this security agreement the amount of all costs and expenses (including legal fees) incurred by any of them in connection with the enforcement of or, following the occurrence of an Enforcement Event, the preservation of any rights under any Finance Document and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights. Any such person who is not a Party may rely

on this clause 24 1 and enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

**24 2 Indemnities**

24 2 1 Each Chargor shall promptly indemnify each Secured Party, Receiver, attorney, manager, agent or other person (including the officers of such persons) appointed by the Security Agent or a Receiver under this security agreement against any cost, loss or liability incurred by any of them as a result of

24 2 1 1 the taking, holding, protection or enforcement of the Transaction Security,

24 2 1 2 the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each Receiver by the Finance Documents or by law, and

24 2.1 3 any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents

Any such person who is not a Party may rely on this clause 24 2 and enforce its terms under the Contracts (Rights of Third Parties) Act 1999

24 3 The Security Agent may, in priority to any payment to the Secured Parties, indemnify itself out of the Security Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 24 2 and shall have a lien on the Transaction Security and the, proceeds of the enforcement of the Transaction Security for all monies payable to it

**25 Changes to parties**

**25 1 Transfer by the Security Agent**

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

**25 2 Changes to Parties**

Each Chargor agrees to be bound by the terms of Clauses 27 (*Changes to the Lenders*) to 29 (*Debt Purchase Transactions*) (inclusive) of the Senior Facilities Agreement, Clauses 24 (*Changes to the Lenders*) to 25 (*Changes to the Obligors*) (inclusive) of the Subordinated Facilities Agreement and Clause 17 (*Changes to the Parties*) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document the Security Agent considers necessary or desirable in relation to the creation, perfection or maintenance of the Transaction Security and any transfer or assignment contemplated by such provisions

**25 3 Consent of Chargors**

Each Chargor consents to members of the Group becoming Chargors as contemplated by the Senior Facilities Agreement or the Subordinated Facilities Agreement and irrevocably appoints the Company as its attorney, with full power of substitution, for the purposes of executing any Accession Document



**26 Miscellaneous**

**26 1 Further advances**

Subject to the terms of the Finance Documents, each Secured Party is under an obligation to make further advances or other financial accommodation to the Borrowers. Such obligation will be deemed incorporated into this security agreement as if set out in it and this security agreement secures advances already made and further advances to be made.

**26 2 Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any Finance Document or otherwise, if any time deposit matures on any account which any Chargor has with a Secured Party prior to the Final Discharge Date when

26 2 1 the Transaction Security has become enforceable, and

26 2 2 no amount of the Secured Obligations is due and payable,

such time deposit shall automatically be renewed for such further maturity as the relevant Secured Party in its absolute discretion considers appropriate unless such Secured Party otherwise agrees in writing.

**26 3 Security Agent's liability**

Neither the Security Agent nor any Receiver shall (either by reason of taking possession of the Security Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Security Assets or from any act, default, omission or misconduct of the Security Agent or any Receiver or their respective officers, employees or agents in relation to the Security Assets or in connection with the Finance Documents, except to the extent caused by its or his own gross negligence or wilful misconduct.

**26 4 Failure to execute**

26 4 1 Failure by one or more Parties to execute this security agreement (such Parties being Non-Signatories) on the date hereof will not invalidate the provisions of this security agreement as between the other Parties who do execute this security agreement.

26 4 2 Each Non-Signatory may execute this security agreement on a subsequent date and will thereupon become bound by its provisions.

**26 5 Determinations**

Any certification or determination by any Secured Party or any Receiver under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

**27 Partial invalidity**

If any provision of this security agreement is or becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction.

**28 Notices**

**28 1 Notices**

Subject to clause 28 2 (*Notices through the Company*), any notice or other communication to be served under or in connection with this security agreement shall be made in

accordance with Clause 35 (*Notices*) of the Senior Facilities Agreement and Clause 32 (*Notices*) of the Subordinated Facilities Agreement, and those clauses (other than paragraph (c) of Clause 35 3 (*Delivery*) of the Senior Facilities Agreement and paragraph (c) of Clause 32 3 (*Delivery*) of the Subordinated Facilities Agreement) are incorporated into this security agreement as if set out in full in this security agreement, with references to this agreement being treated as references to this security agreement

**28 2 Notices through the Company**

28 2 1 All communications and documents from the Chargors shall be sent through the Company and all communications and documents to the Chargors may be sent through the Company

28 2 2 Any communication or document made or delivered to the Company in accordance with this clause 28 will be deemed to have been made or delivered to each Chargor

**29 Counterparts**

This security agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this security agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

**30 Governing law and enforcement**

**30 1 Governing law**

This security agreement and any non-contractual obligations arising out of or in connection with this security agreement shall be governed by, and interpreted in accordance with, English law.

**30 2 Jurisdiction**

30 2 1 Subject to paragraphs 30 2 2 and 30 2 3 below, the English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this security agreement (including claims for set-off and counterclaims), including, without limitation, disputes arising out of or in connection with (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this security agreement, and (ii) any non-contractual obligations arising out of or in connection with this security agreement. For such purposes each Party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

30 2 2 The agreement contained in paragraph 30 2 1 above is included for the benefit of the Security Agent who shall retain the right to take proceedings in any other courts with 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.

30 2 3 Each Chargor agrees that a judgment or order of any court referred to in this clause 30.2 is conclusive and binding and may be enforced against it in the courts of any other jurisdiction.

**30 3 Service of process**

30 3 1 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales)'

- 30 3 1 1      irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document (and the Company by its execution of this Agreement, accepts that appointment), and
- 30 3 1 2      agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.

**In Witness** whereof this deed has been executed by the Original Chargors and is intended to be and is hereby delivered as a deed on the day and year first above written and has been signed in behalf of the Security Agent

## **SCHEDULE 1**

### **Original Chorgors**

<b>Name of Original Chorgor</b>	<b>Place of Incorporation</b>	<b>Registration number</b>
Candle Holdco UK Limited	England and Wales	05763636
Candle Newco UK Limited	England and Wales	05763646
EurotaxGlass's Limited (formerly known as Candle UK Limited)	England and Wales	05763626
EurotaxGlass's Financing Limited	England and Wales	05164222
Framleydove Limited	England and Wales	03085862
Glass's Holdings Limited	England and Wales	03594983
Glass's Information Services Limited	England and Wales	00717446
ETG Holdings Jersey 2 Limited	Jersey	111512

## SCHEDULE 2

### Security Assets

#### PART 1

#### Real Property

Chargor	Freehold/leasehold	Description	Title
Candle Holdco UK Limited	None as at the date of this security agreement	N/A	N/A
Candle Newco UK Limited	None as at the date of this security agreement	N/A	N/A
EurotaxGlass's Limited (formerly known as Candle UK Limited)	None as at the date of this security agreement	N/A	N/A
EurotaxGlass's Financing Limited	None as at the date of this security agreement	N/A	N/A
Framleydove Limited	None as at the date of this security agreement	N/A	N/A
Glass's Holdings Limited	None as at the date of this security agreement	N/A	N/A
Glass's Information Services Limited	None as at the date of this security agreement	N/A	N/A

#### PART 2

#### Group Shares

Chargor	Member of the Group	Number and class of shares	Details of nominees holding legal title
Candle Holdco UK Limited	EurotaxGlass's (formerly known as Candle UK Limited)	1 ordinary £1 share 100 ordinary €1 shares	-
EurotaxGlass's (formerly known as Candle UK Limited)	EurotaxGlass's Financing Limited	1 ordinary £1 share	-
EurotaxGlass's Financing Limited	Glass's Holdings Limited	9,854 ordinary €1 shares	-
Framleydove Limited	Glass's Information Services Limited	100,000 ordinary £1 shares 1,000 preferred ordinary \$1 shares	-
Glass's Holdings Limited	Framleydove Limited	780,000 ordinary £0.01 shares	-

Chargor	Member of the Group	Number and class of shares	Details of nominees holding legal title
ETG Holdings Jersey 2 Limited	Candle Holdco UK Limited	3,400,100 ordinary €1 shares and 1 ordinary £1 share	-
EurotaxGlass's Limited	Candle Newco UK Limited	199,500 ordinary €1 shares 1 ordinary £1 share	-

### PART 3

#### Accounts

Chargor	Account Bank	IBAN	Description
Candle Holdco UK Limited			
Candle Holdco UK Limited			
Glass's Information Services Limited			
Glass's Information Services Limited			
Glass's Information Services Limited			
Glass's Information Services Limited			

### PART 4

#### Assigned Agreements

Chargor	Date of Assigned Agreement	Parties	Details of Assigned Agreement
None as at the date of this security agreement			

## PART 5

### Specified Intellectual Property

Chargor	Trade mark number	Jurisdiction/ apparent status	Classes	Mark text
Glass's Information Services Limited	1448824	UK / registered	9,16,35	GLASSMATIX
Glass's Information Services Limited	1448827	UK / registered	9,16,35	GLASS'S
Glass's Information Services Limited	2030778	UK / registered	9,16,35,37	GLASSEVIAGE
Glass's Information Services Limited	2030783	UK / registered	37	GLASSMATIX
Glass's Information Services Limited	2113766	UK / registered	9,16,35	GLASS'S GUIDE
Glass's Information Services Limited	2112093	UK / registered	9	BODYMASTER
Glass's Information Services Limited	2148054	UK / registered	9,35,38,41	Virtual Showroom
Glass's Information Services Limited	2181748	UK / registered	16,35,37	Body Master
Glass's Information Services Limited	2182646	UK / registered	9,16,35,37	Glass's Part Base
Glass's Information Services Limited	2199816	UK / registered	9,16,35	e-Salvage
Glass's Information Services Limited	2228309	UK / registered	9,35,36,38	AUTOWIRED
Glass's Information Services Limited	2280660	UK / registered	9,35,37	GLASSMATIX NET
Glass's Information Services Limited	2290164	UK / registered	9	GLASS'S MIDAS
Glass's	2303773	UK / registered	9	GLASS'S FORECAST

Chargor	Trade mark number	Jurisdiction/ apparent status	Classes	Mark text
Information Services Limited				
Glass's Information Services Limited	2315984	UK / registered	9	GLASS'S REFORECASTER
Glass's Information Services Limited	2330913	UK / registered	35	GLASS'S CAR TO MARKET
Glass's Information Services Limited	2330914	UK / registered	35	GLASS'S MARKET INTELLIGENCE
Glass's Information Services Limited	2330915	UK / registered	35	GLASS'S MARKET INSIGHT
Glass's Information Services Limited	2425331	UK / registered	9,35	GLASS'S VALUE ASSESSOR
Glass's Information Services Limited	2425332	UK / registered	9,35	GLASS'S WEBSERVICES
Glass's Information Services Limited	2425335	UK / registered	9,35	GLASS'S INTERACTIVE
Glass's Information Services Limited	2437953	UK / registered	35	GLASS'S STOCK PROFILE INTELLIGENCE
Glass's information Services Limited	2450084	UK / registered	9,35,36	GLASSNET
Glass's Information Services Limited	2516301	UK / registered	9,16,35,36,37,38,41	GLASSGUIDE
Glass's Information Services Limited	2583994	UK / registered	9,35,36	LEAD DRIVER
Glass's Information Services Limited	3012524	UK / registered	9,35,36	GLASSFORECAST
Glass's Information Services Limited	3022252	UK / registered	9,35,36	GLASS MARKET VALUE ASSESSOR



Chargor	Trade mark number	Jurisdiction/ apparent status	Classes	Mark text
Glass's Information Services Limited	3022254	UK / registered	9,35,36	GLASS ANALYSER
Glass's Information Services Limited	1184329	EC / registered	9,35,36	GlassNet TradeAlerts
Glass's Information Services Limited	12143228	EC / registered	9,16,35,37	GLASS'S
Glass's Information Services Limited	012661526	EC / registered	9,35,36	GLASSESALVAGE

## PART 6

### Insurance Policies

Chargor	Insurer	Policy number	Details
Glass's Information Services Limited	C N A Insurance	10124554	Commercial combined Insurance Policy for Property damage Business interruption Employer's liability Public liability General liability Products liability Third party liability
Glass's Information Services Limited	AIG EUROPE	21032935	Motor Fleet Policy

### SCHEDULE 3

#### Notice for Accounts

To [Account Bank]

Copy GLAS Trust Corporation Limited as Security Agent

Date [.]

Dear Sirs

- 1 We hereby give you notice that we have charged by way of fixed charge to GLAS Trust Corporation Limited (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a security agreement (the "**Security Agreement**") dated [.] entered into by ourselves (as Chargor) (among others) in favour of the Security Agent, all of our rights, title and interest in and to all sums of money which may now or in the future be held with you for our account in the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by us (the "**Accounts**") together with all interest from time to time earned on such sums and the debts represented by such sums and interest
- 2 With effect from the date of your receipt of this notice:
  - 2 1 subject to paragraph 2.5 below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Security Agent,
  - 2 2 subject to paragraph 2 5 below, such sums may only be paid or released in accordance with the written instructions of the Security Agent at any time,
  - 2 3 the terms and conditions relating to the Accounts designated as Blocked in the schedule to this notice may not be amended, varied or waived without the prior written consent of the Security Agent,
  - 2 4 we are not permitted to withdraw any amount from the Accounts designated as Blocked in the schedule to this notice without the prior written consent of the Security Agent, and
  - 2 5 we are permitted to withdraw or transfer amounts from the Accounts designated as Not blocked in the schedule to this notice until such time as the Security Agent provides written notification to you that such permission is withdrawn (and the Security Agent may withdraw or notify this permission in its absolute discretion at any time)
- 3 You are authorised and instructed, without requiring further approval from us
  - 3 1 to pay all monies received by you for the Accounts to (and only to) the credit of the Accounts,
  - 3 2 to provide the Security Agent with such information relating to the Accounts as it may from time to time request, and
  - 3 3 to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the security agreement, the sums standing to the credit of
  - 3 4 the Accounts from time to time or the debts represented by them which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction
- 4 These instructions may not be revoked without the prior written consent of the Security Agent

- 5 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that
- 5 1 you agree to the terms of this notice and to act in accordance with its provisions,
- 5 2 you have not received notice of the interest of any third party in the accounts, and
- 5 3 you have not and will not claim, exercise or enforce any security interest, right of setoff, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Security Agent [or, in relation to the Accounts designated as Not blocked in the schedule to this notice, pursuant to the current account netting arrangements previously approved in writing by the Security Agent]
- 6 This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by, and interpreted in accordance with, English law

Yours faithfully

for and on behalf of  
[Chargor]

for and on behalf of  
**GLAS Trust Corporation Limited**  
as Security Agent

# SCHEDULE

Account Number	Sort Code	Status
[*]	[*]	[Blocked/ Not blocked]

[On acknowledgement copy]

To GLAS Trust Corporation Limited as Security Agent  
45 Ludgate Hill  
London  
EC4M 7JU

Copy to [Chargor]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it

for and on behalf of  
[Account Bank]

Date [•]

## SCHEDULE 4

### Notice for Insurance Policies

To [insurer/insurance broker]  
Copy GLAS Trust Corporation Limited as Security Agent  
Date [-]

Dear Sirs,

- 1 We hereby give you notice that we have assigned by way of security to GLAS Trust Corporation Limited (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a security agreement dated [-] entered into by us (as Chargor) (among others) in favour of the Security Agent, all of our rights, title and interest in and to the insurance policies identified in the schedule to this letter and to any other insurance policies taken out with you by us or on our behalf or under which we have a right to a claim (other than in relation to third party liabilities) (the "**Insurance Policies**")
- 2 We will remain liable under the Insurance Policies to perform all obligations imposed on us under the Insurance Policies and none of the Security Agent, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance Policies
- 3 We will remain entitled to exercise all of our rights under the Insurance Policies and you should continue to give notices under the Insurance Policies to us, until such time as the Security Agent provides written notification to the contrary. Thereafter
- 3 1 all amounts payable under the Insurance Policies should be paid to the Security Agent or as it directs, and
- 3 2 all rights in respect of the Insurance Policies will be exercisable by the Security Agent and notices under the Insurance Policies should be given to the Security Agent or as it directs
- 4 You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the insurance Policies as it may from time to time request.
- 5 These instructions may not be revoked without the prior written consent of the Security Agent.
- 6 Please note the interest of the Security Agent on the Insurance Policies and show the Security Agent as loss payee and first priority assignee
- 7 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that
- 7 1 you agree to the terms of this notice and to act in accordance with its provisions,
- 7 2 you have not received notice of the interest of any third party in any of the Insurance Policies,
- 7 3 you have noted the interests of the Security Agent on the Insurance Policies,
- 7 4 you will not cancel, avoid, release or otherwise allow the Insurance Policies to lapse without giving the Security Agent at least thirty days' prior written notification,
- 7 5 you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Insurance Policies without the prior written consent of the Security Agent,

- 7.6 you will notify the Security Agent of any breach by us of the terms of any Insurance Policy and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach, and
- 7.7 the Security Agent shall not in any circumstances be liable for the premium in relation to the Insurance Policies (but may elect to pay it)
- 8 This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by, and interpreted in accordance with, English law

Yours faithfully

for and on behalf of  
[Chargor]

**SCHEDULE**

**[Details of Insurance Policies to be Inserted]**

**[On acknowledgement copy]**

To GLAS Trust Corporation Limited as Security Agent  
45 Ludgate Hill  
London  
EC4M 7JU

Copy to [Chargor]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it

..  
for and on behalf of  
[Insurer]

Date [•]



## SCHEDULE 5

### Notice for Assigned Agreements

To [Counterparty to relevant Assigned Agreement]  
Copy GLAS Trust Corporation Limited as Security Agent  
Date [•]

Dear Sirs

- 1 We hereby give you notice that we have assigned by way of security to [•] (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a security agreement dated [•] entered into by us (as Chargor) (among others) in favour of the Security Agent, all of our rights, title and interest in and to [insert details of relevant Assigned Agreement] (the "**Assigned Agreement**")
- 2 We will remain liable under the Assigned Agreement to perform all obligations imposed on us under the Assigned Agreement and none of the Security Agent, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Assigned Agreement
- 3 We will remain entitled to exercise all of our rights under the Assigned Agreement and you should continue to give notices under the Assigned Agreement to us, until such time as the Security Agent provides written notification to the contrary. Thereafter, all rights in respect of the Assigned Agreement (including the right to direct payments of amounts due thereunder to another account) will be exercisable by the Security Agent and notices under the Assigned Agreement should be given to the Security Agent or as it directs
- 4 You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the Assigned Agreement as it may from time to time request.
- 5 These instructions may not be revoked without the prior written consent of the Security Agent
- 6 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that
  - 6 1 you agree to the terms of this notice and to act in accordance with its provisions,
  - 6 2 you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Assigned Agreement without the consent of the Security Agent,
  - 6 3 you have not received notice of the interest of any third party in the Assigned Agreement, and
  - 6 4 you will notify the Security Agent of any breach by us of the terms of the Assigned Agreement and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach

7 This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by, and interpreted in accordance with, English law

Yours faithfully

for and on behalf of  
*[Chargor]*

*[On acknowledgement copy]*

To GLAS Trust Corporation Limited as Security Agent  
45 Ludgate Hill  
London  
EC4M 7JU

Copy to *[Chargor]*

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it

for and on behalf of  
*[Counterparty to relevant Assigned Agreement]*

Date [•]

## SCHEDULE 6

### Form of Deed of Accession

#### DATE

#### BETWEEN

- 1 [COMPANY NAME] (a company incorporated under the laws of [•] with registration number [•] and its registered office at [•]) (the "Additional Chargor");
- 2 [•] for itself and as attorney for each of the other Chargors under and as defined in the security agreement referred to below (the "Company"), and
- 3 [•] for itself and as agent and trustee for each of the other Secured Parties under and as defined in the security agreement referred to below (the "Security Agent")

#### BACKGROUND

- A The Additional Chargor is a wholly-owned Subsidiary of the Company
- B The Company (as an Original Chargor), among others, has entered into a security agreement dated [•] 2015 (the "Security Agreement") between, among others, the Company (as an Original Chargor), the other Original Chargors and the Security Agent
- C The Additional Chargor has agreed to enter into this deed and to become a Chargor under the security agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement, the Senior Facilities Agreement and the Subordinated Facilities Agreement as an Obligor.
- D It is intended that this document takes effect as a deed notwithstanding the fact that a party to it may only execute this document under hand

IT IS AGREED as follows

#### 1 Interpretation

Terms defined in the security agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

#### 2 Accession

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

- 2.1 will become a party to the security agreement as a Chargor, and
- 2.2 will be bound by all the terms of the security agreement which are expressed to be binding on a Chargor,
- 2.3 as if it had been an original party to the security agreement as a Chargor

#### 3 Security

- 3.1 Paragraphs 3.2 to 3.6 (inclusive) below apply without prejudice to the generality of clause 2 (*Accession*) of this deed
- 3.2 The Additional Chargor mortgages, charges and assigns by way of security and agrees to mortgage, charge and assign by way of security to the Security Agent all its rights, title and interest in and to the Security Assets specified in the Schedule to this deed.
- 3.3 All Transaction Security

- 3 3 1 is created in favour of the Security Agent for itself and on behalf of each of the other Secured Parties,
- 3 3 2 is created over the present and future assets of the Additional Chargor,
- 3 3 3 is a continuing security for the payment, discharge and performance of all of the Secured Obligations, will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate discharge in whole or in part and shall remain in full force and effect as a continuing security for the duration of the Security Period,
- 3 3 4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of
  - 3 3 4 1 the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994,
  - 3.3 4 2 the words "except to the extent that" and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994, and
  - 3 3 4 3 section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994, and
  - 3 3 4 4 created by the Additional Chargor pursuant to this deed shall be first ranking
- 3 4 If the Additional Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this deed and such mortgage, assignment or fixed charge breaches a term of an agreement binding on the Additional Chargor in respect of that asset because the consent of a person (other than a member of the Group, the Parent or the Investor) has not been obtained
  - 3 4 1 the Additional Chargor shall notify the Security Agent immediately,
  - 3 4 2 subject to paragraph 3 4 4 below, the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant
  - 3 4 3 agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself,

unless the Security Agent otherwise requires, the Additional Chargor shall use best endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Security Agent, and

  - 3 4 4 forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Transaction Security in favour of the Security Agent under this deed and the security agreement
- 3 5 The Security Agent holds the benefit of this deed for itself and on trust for each of the other Secured Parties from time to time on the terms of the Intercreditor Agreement
- 3 6 The fact that the details of any assets in the Schedule to this deed are incorrect or incomplete shall not affect the validity or enforceability of this deed or the security agreement in respect of the assets of the Additional Chargor

**4 Miscellaneous**

With effect from the date of this deed

- 4.1 the security agreement will be read and construed for all purposes as if the Additional Chargor had been an original party to the security agreement in the capacity of Chargor (but so that the Transaction Security created on this accession will be created on the date of this deed),
- 4.2 any reference in the security agreement to this security agreement and similar phrases will include this deed and all references in the security agreement to any relevant schedule to the security agreement (or any part of it) will include a reference to the Schedule to this deed (or relevant part of it), and
- 4.3 the Company, for itself and as agent for each of the other Chargors under the security agreement, agrees to all matters provided for in this deed

**5 Governing Law**

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by, and interpreted in accordance with, English law

This deed has been executed and delivered as a deed on the date stated at the beginning of this deed

**SCHEDULE  
SECURITY ASSETS**

**Part A  
Real Property**

Freehold/leasehold	Description	Title number
[.]	[.]	[.]

**Part B  
Group Shares**

Group Member	Number and class of shares	Details of nominees holding legal title
[.]	[.]	[.]

**Part C  
Accounts**

Account Bank	Account Number	Sort Code	Description
[.]	[.]	[.]	[.]

**Part D  
Assigned Agreements**

Chargor	Date of Assigned Agreement	Parties	Date of Assigned Agreement
[.]	[.]	[.]	[.]

**Part E  
Specified Intellectual Property**

Chargor	Trade mark number	Jurisdiction/ apparent status	Classes	Mark text
[.]	[.]	[.]	[.]	[.]

**Part F  
Insurance Policies**

Chargor	Insurer	Policy number	Details
[.]	[.]	[.]	[.]

**SIGNATORIES**

**THE ADDITIONAL CHARGOR**

**EXECUTED as a DEED by** )  
[.] )  
acting by a director in the presence of )  
Director )

Witness

Signature

Name

Address

**EXECUTED as a DEED by** )  
**CANDLE HOLDCO UK LIMITED** )  
acting by a director in the presence of )

Director

Witness

Signature

Name

Address

**THE SECURITY AGENT**  
**EXECUTED as a DEED by** )  
[.] acting by )

Director

Witness

Signature

Name

Address



## SIGNATURES TO THE SECURITY AGREEMENT

### The Original Chargors

**EXECUTED** as a **DEED** and )  
**DELIVERED** by )  
**CANDLE HOLDCO UK LIMITED** )  
acting by )  
(Director) )  
in the presence of )

Witness Signature

Witness Name

Witness Address

Witness Occupation

**EXECUTED** as a **DEED** and )  
**DELIVERED** by )  
**CANDLE NEWCO UK LIMITED** )  
acting by )  
(Director) )  
in the presence of )

Witness Signature

Witness Name

Witness Address

Witness Occupation

EXECUTED as a DEED and  
DELIVERED by  
EUROTAXGLASS'S LIMITED  
acting by  
(Director)  
in the presence of

)  
)  
)  
)  
)  
)  
)

.. . . .

Witness Signature

Witness Name

. . . .

Witness Address:

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. . .

Witness Occupation

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EXECUTED as a DEED and  
DELIVERED by  
EUROTAXGLASS'S FINANCING  
LIMITED acting by  
(Director)  
in the presence of

)  
)  
)  
)  
)  
)  
)

Witness Signature

.

Witness Name

.

Witness Address

Witness Occupation

EXECUTED as a DEED and  
DELIVERED by  
FRAMLEYDOVE LIMITED  
acting by  
(Director)  
in the presence of

)  
)  
)  
)  
)  
)  
)

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Witness Signature

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Witness Name.

Witness Address

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.

Witness Occupation

.. .

EXECUTED as a DEED and )  
DELIVERED by )  
GLASS'S HOLDINGS LIMITED )  
acting by )  
(Director) )  
in the presence of )

Witness Signature

Witness Name

Witness Address

Witness Occupation

EXECUTED as a DEED and )  
DELIVERED by )  
GLASS'S INFORMATION SERVICES )  
LIMITED )  
acting by )  
(Director) )  
in the presence of )

Witness Signature

Witness Name

Witness Address

Witness Occupation

EXECUTED as a DEED and )  
DELIVERED by )  
ETG HOLDINGS JERSEY 2 LIMITED )  
acting by )

(Director)  
in the presence

Witness

Witness

Witness Address

44 Esplanade

St-Helier

Witness Occupation

Trustee Administrator

**The Security Agent**

**SIGNED by** )  
**for and on behalf of** )  
**GLAS TRUST CORPORATION** )  
**LIMITED** )