



Registration of a Charge

Company Name: **SNOW SOFTWARE LIMITED**

Company Number: **06380181**



XBJEPAFF

Received for filing in Electronic Format on the: **22/12/2022**

Details of Charge

Date of creation: **21/12/2022**

Charge code: **0638 0181 0010**

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

Brief description: **FOR FURTHER DETAILS PLEASE SEE THE CHARGING INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **BEN REGAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6380181

Charge code: 0638 0181 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2022 and created by SNOW SOFTWARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2022 .

Given at Companies House, Cardiff on 28th December 2022

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



Companies House



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

Dated 21 December 2022

SNOW SOFTWARE US, INC.

AND

SNOW SOFTWARE, INC.

AND

SNOW SOFTWARE LIMITED

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION

SECOND SUPPLEMENTAL DEBENTURE

This Second Supplemental Debenture is supplemental to the Original Debenture and the First Supplemental Debenture (each as defined herein)

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THIS SECOND SUPPLEMENTAL DEBENTURE is dated 21 December 2022 and made between:

- (1) **SNOW SOFTWARE LIMITED**, a company incorporated and registered under the laws of England and Wales with number 06380181 whose registered office is at Capitol, Oldbury, Bracknell, Berkshire, RG12 8FZ (“**English Chargor**”);
- (2) **SNOW SOFTWARE, INC.**, a Delaware corporation (“**US Chargor**”);
- (3) **SNOW SOFTWARE US, INC.**, a Delaware corporation (“**Holdings**”) (together with English Chargor and the US Chargor, the “**Chargors**” and each, a “**Chargor**”); and
- (4) **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (as defined below) (the “**Collateral Agent**”).

Each Chargor enters into this Second Supplemental Debenture in connection with the Credit Agreement (as defined below).

RECITALS:

- (A) On 7 July 2021, the English Chargor, the US Chargor, Iglu Intressenter AB and the Collateral Agent entered into the Original Debenture (as defined below).
- (B) Pursuant to the Redomiciliation Transaction (as defined in the Credit Agreement) (i) on 16 November 2021, Iglu Intressenter AB completed a cross-border merger with Iglu Lux, a public limited liability company (*société anonyme*) organised and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 12C, rue Guillaume J. Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B 245 017 (“**Iglu Lux**”), pursuant to which Iglu Intressenter AB was absorbed by Iglu Lux and thereafter ceased to exist; and (ii) on 6 December 2021, pursuant to that certain Agreement and Plan of Merger dated as of 26 October 2021, Iglu Lux merged with and into Snow Software US, Inc., with the name of the surviving corporation being Snow Software US, Inc. (such surviving corporation referred to herein as, “**Holdings**”).
- (C) On 26 April 2022, the English Chargor, the US Chargor, Holdings and the Collateral Agent entered into the First Supplemental Debenture (as defined below).
- (D) The Chargors (each as defined above) now enter into this Second Supplemental Debenture as supplemental security to the Original Debenture and the First Supplemental Debenture on the terms set out herein.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Second Supplemental Debenture:

“**Account Bank**” means each bank, financial institution or other person with whom an Account is maintained.

“**Accounts**” means the Blocked Account(s), the Specified General Account(s) and all other accounts at any time owned or operated by any Chargor with any Account Bank as renumbered or redesignated from time to time, each replacement account or sub-account relating to any of

them, all money from time to time standing to the credit of those accounts, all interest accruing in relation to them and the debt or debts represented by them.

“Administrator” means any administrator appointed in respect of any Chargor whether by the Collateral Agent, a court or otherwise.

“Authorisation” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“Blocked Account(s)” means the account(s) the details of which are specified in Part 1 of Schedule 3 (Account Details) in respect of which any Chargor has granted an assignment pursuant to Clause 4.5.1 (Accounts) and issued a notice pursuant to Clause 9.4 (Notice to Account Banks) or any other Account with sole signing rights in favour of the Collateral Agent.

“Cash” means, at any time, cash denominated in any currency which is freely convertible in Sterling or US Dollars in hand or at bank and (in the latter case) credited to an account in the name of any Chargor with a bank or financial institution approved by the Collateral Agent and to which that Chargor is beneficially entitled and for so long as:

- (a) that cash is repayable on demand;
 - (i) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition;
 - (ii) there is no Security over that cash except for Transaction Security; and
- (b) the cash is freely and immediately available to be applied in repayment or prepayment of the Secured Obligations.

“Chattels” means all plant, machinery, vehicles, tools, computers, equipment, furniture and other chattels (excluding any for the time being forming part of any Chargor’s stock in trade or work in progress) and any renewals or replacements of them together with the benefit of all warranties, guarantees, maintenance contracts, consents and licences relating to them.

“Contracts” means each of the contracts described in Schedule 4 (Contracts) and any other agreement designated in writing as a Contract by the Collateral Agent and any Chargor.

“Credit Agreement” means the Credit Agreement dated on 7 July 2021 made between, among others, English Chargor and US Chargor each as borrowers, Holdings, the Collateral Agent and the lenders from time to time party thereto.

“Delegate” means any delegate, agent, attorney or co-trustee appointed by the Collateral Agent and/or any Receiver (as appropriate).

“Discharge Date” means the date on which all the Secured Obligations have been irrevocably discharged in full and no further Secured Obligations are capable of arising.

“Dividends” means all dividends and distributions of any kind, interest and any other income received or receivable in relation to any of the Shares.

“Excluded Accounts” means any:

- (a) deposit accounts or securities accounts which have been established and are used in the ordinary course for the sole purpose of making payroll and withholding tax payments

related thereto and other employee wage and benefit payments to or for the benefit of a Chargor's employees and unpaid employee compensation (including salaries, wages, benefits, health savings and expense reimbursements);

- (b) zero balance accounts;
- (c) "political action committee" account that contains solely proceeds of donations from third parties and employees of Holdings or any of its Subsidiaries;
- (d) trust and escrow accounts;
- (e) any deposit account or securities account for the sole purpose of holding cash that serves as collateral or security for (i) credit card programs permitted under Section 6.01(xi) of the Credit Agreement; provided that the aggregate amount on deposit in all such deposit accounts or securities accounts pursuant to paragraph (e)(i) does not exceed \$500,000, or (ii) letters of credit or guaranties of payment issued under agreements permitted under Section 6.01(iii) of the Credit Agreement; provided that the aggregate amount on deposit in all such deposit accounts or securities accounts pursuant to paragraph (e)(ii) does not exceed 105% of the aggregate face amount of such letters of credit or the guaranteed payment amount, as applicable; and
- (f) any other deposit account or securities account so long as the amount on deposit in such account does not exceed at any one time \$500,000 individually and \$1,000,000 in the aggregate.

"Excluded Assets" means:

- (a) property subject to a purchase money security interest or Capital Lease Obligations permitted under the Credit Agreement;
- (b) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby;
- (c) any lease, license, contract, property rights or agreement to which any Chargor is a party or any of its rights, properties or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, unenforceability or violation of any right, title or interest of any Chargor or any of its Affiliates therein or (ii) in a breach or termination pursuant to the terms of, or otherwise require consent under, any such lease, license, contract property rights or agreement;
- (d) any assets or property to the extent granting, creating or perfecting a pledge, security interest or Lien on such asset or property is prohibited or restricted by applicable law, order or regulation (including, without limitation, any requirement to obtain the consent or approval of any Governmental Authority or third Person);
- (e) any Excluded Equity;
- (f) any real property or real property interests (including, without limitation, leasehold interests) other than real property charged hereunder (including, without limitation, any Material Real Property);

- (g) any asset or property with respect to which the Collateral Agent and any Chargor mutually determine that the costs of obtaining a security interest or Lien therein exceeds the practical benefit to the Lenders of the security afforded thereby;
- (h) all commercial tort claims in an amount less than or equal to \$750,000 in the aggregate;
- (i) any intent-to-use trademark application, solely during the period in which the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the abandonment or cancellation of the applicable Chargor's right, title or interest in, such intent-to-use trademark application or any Trademark issued as a result of such use trademark application under applicable federal law, after which period such application shall be automatically subject to the security interest granted herein and deemed to be included in the Security created under this Second Supplemental Debenture; and
- (j) margin stock.

"First Supplemental Debenture" means the supplemental debenture dated 26 April 2022 between the English Chargor, the US Chargor, Holdings and the Collateral Agent which supplements the Original Debenture.

"Group" means Holdings and each of its subsidiaries from time to time.

"Guarantee and Collateral Agreement" means the guarantee and collateral agreement dated 7 July 2021, among the Borrowers, Holdings, the subsidiary guarantors party thereto and the Collateral Agent for the benefit of the Secured Parties.

"Initial Shares" means those shares described in Schedule 2 (Initial Shares).

"Intellectual Property" has the meaning given to it in the Credit Agreement and includes, without limitation, the intellectual property rights (if any) specified in Schedule 6 (Intellectual Property).

"Investments" means the Shares and Dividends.

"Lease" means any lease, sub-lease, licence, tenancy, agreement for lease or any other agreement or right to occupy governing the use or occupation of any of the Real Property, whether on a fixed term or periodic basis.

"Legal Mortgage" means a charge by way of legal mortgage granted by a Chargor in favour of the Collateral Agent and in the form of Schedule 7 (Form of Legal Mortgage) in respect of all or any part of the Real Property in England or Wales acquired by that Chargor after the date of this Second Supplemental Debenture.

"LPA" means the Law of Property Act 1925.

"Monetary Claims" means all book and other debts and monetary claims of any nature and however arising at any time owing to any Chargor or in which it has an interest and all proceeds of those debts and claims together with the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same.

"Mortgaged Property" means any freehold, leasehold or immovable property in England or Wales specified in Schedule 1 (Mortgaged Property) and any freehold, leasehold or immovable property specified in the schedule to any Legal Mortgage.

"Original Debenture" means the debenture dated 7 July 2021 between the English Chargor, the US Chargor, Iglu Intressenter AB and the Collateral Agent.

"Party" means a party to this Second Supplemental Debenture.

"Payment" means in respect of any Secured Obligations (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Secured Obligations (or other liabilities or obligations).

"Policies" means each of the insurance policies described in Schedule 5 (Insurance Policies) and each other insurance policy taken out at any time by any Chargor or in respect of which it has an interest or a right to claim but excluding any third party liability or public liability insurance.

"Quasi-Security" means an arrangement or a transaction whereby any Chargor shall:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by that Chargor or any member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) 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
- (d) enter into any other preferential arrangement having a similar effect,

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

"Real Property" means:

- (a) the Mortgaged Property;
- (b) any other freehold, leasehold or immovable property in England or Wales in which any Chargor has an interest;
- (c) any Material Real Property; and
- (d) any buildings, erections, fixtures, fittings (including trade fittings and machinery) and fixed plant and machinery from time to time situated on or forming part of the property listed in paragraphs (a) to (c) above.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Assets.

"Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226).

"Related Rights" means, as regards any Secured Asset, all present and future:

- (a) money and proceeds of any nature paid or payable in relation to the Secured Asset, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Secured Asset; and

- (b) all rights and assets of any nature attaching to, deriving from or exercisable as a result of any Chargor's interest in or ownership or operation of the Secured Asset.

"Relevant Currency" means, in relation to each of the Secured Obligations, the currency in which it is from time to time denominated.

"Relevant Jurisdiction" means, in relation to any Chargor:

- (a) its jurisdiction of incorporation;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated; and
- (c) any jurisdiction where it conducts its business.

"Secured Assets" means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by this Second Supplemental Debenture or any document entered into pursuant or supplemental to this Second Supplemental Debenture (including but not limited to any Legal Mortgage).

"Secured Obligations" has the meaning given to it in the Guarantee and Collateral Agreement.

"Secured Party" means a Secured Party as defined in the Credit Agreement and any Receiver or Delegate.

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

"Shares" means:

- (a) the Initial Shares and all shares, stocks, debentures, bonds, warrants, coupons, interests in collective investment schemes and all other securities and investments of any kind whatsoever (whether in certificated or uncertificated form) at any time owned by any Chargor or in which it has an interest; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Second Supplemental Debenture) now or in future owned (legally or beneficially) by any Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which that Chargor has an interest at any time.

"Specified General Accounts" means the account(s) the details of which are specified in Part 2 of Schedule 3 (Specified General Account Details).

"Taxes" has the meaning given to it in the Credit Agreement.

"Transaction Security" means Security created or expressed to be created in favour of the Collateral Agent pursuant to this Second Supplemental Debenture.

1.2 Second Supplemental Debenture

- 1.2.1 Notwithstanding any other provision of this Second Supplemental Debenture where:

- (a) a right or asset has been assigned by a Chargor under the Original Debenture or the First Supplemental Debenture (as applicable) and that Chargor purports to assign the same asset or right under this Second Supplemental Debenture, that third assignment will instead take effect as a charge over that Chargor's remaining rights in respect of the relevant asset or right and will only take effect as an assignment if the assignment created by the Original Debenture or the First Supplemental Debenture (as applicable) has no, or ceases to have, effect; and/or
- (b) this Second Supplemental Debenture purports to create a first fixed charge over any assets over which a Chargor granted a fixed charge under the Original Debenture or the First Supplemental Debenture (as applicable), that security interest will be a third-ranking charge ranking subject to the first ranking charge created by the Original Debenture and the second-ranking charge created by the First Supplemental Debenture until such time as the security interest created by the Original Debenture or the First Supplemental Debenture (as applicable) has no, or ceases to have, effect,

and, for so long as the Original Debenture and/or First Supplemental Debenture remains in force and effect, any reference in this Second Supplemental Debenture to an asset secured under the Original Debenture and/or the First Supplemental Debenture (as applicable) being assigned or the security over any asset secured under the Original Debenture and/or the First Supplemental Debenture (as applicable) being first ranking, second ranking or secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this Second Supplemental Debenture or any other Loan Document as a result of the execution of or the existence of any security interest created (or purported to be created) under the Original Debenture, the First Supplemental Debenture or this Second Supplemental Debenture and the terms of the Original Debenture, the First Supplemental Debenture, this Second Supplemental Debenture and the other Loan Documents shall be construed accordingly so that there shall be no such breach or default.

1.2.2 Each Chargor confirms for the benefit of the Collateral Agent (for the benefit of itself and the other Secured Parties) that with effect from the date of this Second Supplemental Debenture, the security created by the Original Debenture and the First Supplemental Debenture remains in full force and effect and continues to secure the Secured Obligations.

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

2. CONSTRUCTION

2.1 Unless defined in this Second Supplemental Debenture, a term defined in the Credit Agreement or the Guarantee and Collateral Agreement (as the case may be) has the same meaning in this

Second Supplemental Debenture and in any notice given under or in connection with this Second Supplemental Debenture.

- 2.2 Unless a contrary indication appears, a reference in this Second Supplemental Debenture to:
- 2.2.1 the “**Collateral Agent**”, any “**Chargor**”, any “**Secured Party**” or any “**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 Collateral Agent, any person for the time being appointed as Collateral Agent or Collateral Agents in accordance with the Loan Documents;
 - 2.2.2 “**assets**” includes present and future properties, revenues and rights of every description;
 - 2.2.3 “**certificated**” has the meaning given to it in the Uncertificated Securities Regulations 2001;
 - 2.2.4 “**clearance system**” means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person;
 - 2.2.5 this Second Supplemental Debenture, a “**Loan Document**” or any other agreement or instrument is a reference to this Second Supplemental Debenture or that Loan Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - 2.2.6 a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - 2.2.7 a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any applicable governmental, inter governmental or supernatural body, agency, department or of any regulatory, self regulatory or other authority or organisation;
 - 2.2.8 “**Secured Assets**” includes:
 - (a) any part of that Secured Asset;
 - (b) any present and future assets of that type; and
 - (c) all Related Rights relating to that Secured Asset;
 - 2.2.9 “**Secured Obligations**” is deemed to include a reference to any part of them;
 - 2.2.10 a provision of law is a reference to that provision as amended or re-enacted;
 - 2.2.11 the singular is deemed to include the plural and vice versa; and
 - 2.2.12 a time of day is a reference to London time.
- 2.3 Clause and Schedule headings are for ease of reference only.
- 2.4 An Event of Default is “continuing” if it has not been waived or cured in accordance with the Credit Agreement.

- 2.5 Any undertaking given by a Chargor under this Second Supplemental Debenture remains in force until the Discharge Date and is given for the benefit of each Secured Party.
- 2.6 The terms of the other Loan Documents and of any side letters between any parties to the Credit Agreement in relation to any Loan Document (as the case may be) are incorporated in this Second Supplemental Debenture to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Second Supplemental Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 2.7 The absence of or incomplete details of any Secured Asset in any Schedule does not affect the validity or enforceability of any Security under this Second Supplemental Debenture.
- 2.8 Clauses 4.2 (Land) to 4.10 (Miscellaneous) shall be construed as creating a separate and distinct mortgage or fixed charge over each relevant asset within any particular class of assets defined under this Second Supplemental Debenture and the failure to create an effective mortgage or fixed charge (whether arising out of this Second Supplemental Debenture or any act or omission by any Party) on any one asset shall not affect the nature of any mortgage or fixed charge imposed on any other asset whether within that same class of assets or not.
- 2.9 If the Collateral Agent considers, acting reasonably, that an amount paid to any Secured Party under any Loan Document or in relation to any Secured Liability is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Second Supplemental Debenture.
- 2.10 All Security and dispositions made or created and all obligations and undertakings contained in this Second Supplemental Debenture to, in favour of or for the benefit of the Collateral Agent are made, created and entered into in favour of the Collateral Agent as trustee for the Secured Parties on the terms of the Credit Agreement.
- 2.11 Notwithstanding any other term of this Second Supplemental Debenture:
- 2.11.1 in the event of any conflict or inconsistency between the terms of the Credit Agreement, the Guarantee and Collateral Agreement and this Second Supplemental Debenture, the terms of the Credit Agreement and the Guarantee and Collateral Agreement shall prevail; and
- 2.11.2 there shall be excluded from the Security created under this Second Supplemental Debenture, from the provisions (including in respect of any representation or undertaking) of this Second Supplemental Debenture and from the operation of any further assurance provisions contained herein, any asset or undertaking of the Borrower situated outside of England and Wales from time to time other than any Intellectual Property registered with the European Union Intellectual Property Office.

3. COVENANT TO PAY

Each Chargor covenants with the Collateral Agent to pay and discharge all the Secured Obligations when due in accordance with their respective terms and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any failure to pay or discharge the Secured Obligations in accordance with their respective terms except for any losses, costs, charges, expenses or liabilities determined by a final judgment of a court of competent jurisdiction to have resulted solely and directly from a Secured Party's own gross negligence or wilful default.

4. SECURITY

4.1 General

4.1.1 All the Security created under this Second Supplemental Debenture:

- (a) is created in favour of the Collateral Agent;
- (b) is security for the payment, discharge and performance of all the Secured Obligations except for any Secured Obligations which, if secured by this Second Supplemental Debenture, would cause such Security to be unlawful or prohibited by any applicable law; and
- (c) shall not include Excluded Assets or Excluded Accounts other than pursuant to the floating charge created by Clause 4.11 (Floating charge).

4.1.2 If any Chargor assigns its rights under an agreement or lease (or charges those rights by way of first fixed charge) under this Second Supplemental Debenture and that assignment or charge breaches a term of that agreement or lease because a third party's consent has not been obtained:

- (a) that Chargor shall notify the Collateral Agent promptly upon becoming aware of such breach;
- (b) until the consent is obtained, hold the relevant rights on trust for the Collateral Agent;
- (c) unless the Collateral Agent otherwise requires, that Chargor shall use all reasonable endeavours to obtain the consent of the relevant party to rights under that agreement or lease being secured in accordance with this Second Supplemental Debenture; provided that the Collateral Agent shall not require such consent (where applicable) in respect of any of the short-term leases disclosed to the Collateral Agent as at the date of this Second Supplemental Debenture; and
- (d) that Chargor shall promptly supply the Collateral Agent with a copy of any consent obtained by it in accordance with paragraph (c) above.

4.2 Land

Each Chargor charges:

4.2.1 by way of a first legal mortgage, all its Mortgaged Property and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use Mortgaged Property; and

4.2.2 (to the extent that they are not the subject of a mortgage under Clause 4.2.1) by way of first fixed charge, all its Real Property and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use Real Property.

4.3 Investments

Each Chargor charges by way of a first fixed charge all its Investments (other than the Excluded Equity).

4.4 Chattels

Each Chargor charges by way of a first fixed charge all its Chattels and its interest in any Chattels in its possession.

4.5 Accounts

4.5.1 Each Chargor assigns absolutely, by way of security, subject to reassignment by the Collateral Agent in accordance with Clause 26 (Release of Security), all its rights in respect of the Accounts.

4.5.2 To the extent that they are not effectively assigned under 4.5.1, each Chargor charges by way of first fixed charge all of its rights and interest in and to the Accounts.

4.6 Monetary Claims

Each Chargor charges by way of a first fixed charge all its Monetary Claims.

4.7 Contracts

4.7.1 Each Chargor assigns absolutely with full title guarantee to the Collateral Agent, by way of security, subject to reassignment by the Collateral Agent in accordance with Clause 26 (Release of Security), all its rights in respect of the Contracts.

4.7.2 To the extent that they are not effectively assigned under Clause 4.7.1, each Chargor charges by way of first fixed charge all its rights described in Clause 4.7.1.

4.8 Insurances

4.8.1 Each Chargor assigns absolutely, by way of security, subject to reassignment by the Collateral Agent in accordance with Clause 26 (Release of Security), all amounts payable to it under or in connection with the Policies and all of its rights in connection with those amounts.

4.8.2 To the extent that they are not effectively assigned under Clause 4.8.1, each Chargor charges by way of a first fixed charge the relevant amounts and rights described in Clause 4.8.1 above.

4.9 Intellectual Property

Each Chargor charges by way of first fixed charge:

4.9.1 the Intellectual Property specified in Schedule 6 (Intellectual Property) owned by it (if any); and

4.9.2 all other Intellectual Property (if any) not charged by Clause 4.9.1 other than Intellectual Property the rights for which are governed by the law of a state of the United States or the District of Columbia.

4.10 Miscellaneous

Each Chargor charges by way of first fixed charge:

- 4.10.1 any beneficial interest, claim or entitlement it has in any pension fund;
- 4.10.2 all rights to recover any Taxes on any supplies made to it relating to any Secured Asset and any sums so recovered;
- 4.10.3 its goodwill and uncalled capital; and
- 4.10.4 the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Secured Asset and the right to recover and receive compensation or any other sum payable in relation to any authorisation.

4.11 Floating charge

- 4.11.1 Each Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under this Clause 4.
- 4.11.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Second Supplemental Debenture.

4.12 Crystallisation

- 4.12.1 The Collateral Agent may at any time by notice in writing to any Chargor convert any floating charge created by that Chargor pursuant to Clause 4.11 (Floating charge) above into a fixed charge with immediate effect as regards any property or assets specified in the notice if:
 - (a) the security constituted by this Second Supplemental Debenture has become enforceable in accordance with Clause 13 (Enforcement of Security); or
 - (b) the Collateral Agent considers any Secured Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
 - (c) the Collateral Agent reasonably considers that it is necessary in order to protect the priority of its Security where a Chargor creates or purports to create Security (other than the Transaction Security or security which is otherwise permitted) over such assets.
- 4.12.2 Notwithstanding Clause 4.12.1 and without prejudice to any rule of applicable law which may have a similar effect, the floating charge created by Clause 4.11 (Floating charge) will automatically and immediately (without notice) convert into a fixed charge over all a Chargor's assets if:
 - (a) any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets;
 - (b) an administrator is appointed in respect of that Chargor or a person entitled to appoint an administrator in respect of that Chargor gives notice of its intention to do so or files a notice of appointment with a court.
- 4.12.3 The floating charge created by Clause 4.11 (Floating charge) may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
 - (b) anything done with a view to obtaining a moratorium,
- under the Insolvency Act 2000.

4.13 De-crystallisation

4.13.1 If the floating charge created by Clause 4.11 (Floating charge) has been converted into a fixed charge in respect of any Secured Asset pursuant to Clause 4.12.1 (Crystallisation by notice) and the Collateral Agent is reasonably satisfied that the circumstances entitling it to effect that conversion have ceased to apply, then provided the Security created by or pursuant to this Second Supplemental Debenture has not become enforceable or no other enforcement action has been taken by the Collateral Agent pursuant to Clause 13.2 (Enforcement) the Collateral Agent shall (by written notice to the relevant Chargor) de-crystallise the fixed charge over such Secured Asset so it shall once again be subject to a floating charge only.

5. GENERAL UNDERTAKINGS

5.1 Security

No Chargor shall, save as permitted in the Credit Agreement, create or permit to subsist any Security or Quasi-Security over the Secured Assets other than pursuant to this Second Supplemental Debenture.

5.2 Disposal

No Chargor shall nor shall agree to, save as expressly permitted in the Credit Agreement, 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 of the Secured Assets.

5.3 Compliance with laws and other obligations

Each Chargor shall comply with all applicable laws and regulations to which it may be subject relating to the Secured Assets, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

5.4 Rights relating to Secured Assets

No Chargor shall, save as expressly permitted in the Credit Agreement, take any action (or permit any action to be taken) which results or could reasonably be expected to result in any of its rights relating to any Secured Asset being impaired.

5.5 Authorisations

Each Chargor shall promptly:

- 5.5.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and
- 5.5.2 supply certified copies to the Collateral Agent of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to enable it to perform its obligations under this Second Supplemental Debenture and to ensure the legality, validity, enforceability or admissibility in evidence of this Second Supplemental Debenture.

5.6 Security not to be prejudiced

No Chargor shall, save as expressly permitted in the Credit Agreement, do, or permit to be done, anything which could materially prejudice the Security constituted or expressed to be constituted by this Second Supplemental Debenture.

6. REAL PROPERTY

6.1 Land Registry

6.1.1 Each Chargor consents to an application being made to the Land Registry to enter the following restriction on the Register of Title relating to any Real Property registered at the Land Registry:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Wells Fargo Bank, National Association referred to in the charges register or its conveyancer.”

6.1.2 Each Chargor consents to an application being made to the Land Registry for a notice in the following terms to be entered on the Register of Title relating to any Real Property registered at the Land Registry:

“The lenders under a Credit Agreement dated [●] between, among others, [●] Wells Fargo Bank, National Association as collateral agent and the lenders from time to time party thereto are under an obligation (subject to the terms of that Credit Agreement) to make further advances and the debenture referred to in the charges register dated [●] in favour of Wells Fargo Bank, National Association secures those further advances.”

6.1.3 No Chargor shall, save in respect of any Security expressly permitted in the Credit Agreement, without the Collateral Agent’s prior written consent, allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of the Real Property and will not, as regards any Real Property, create or permit to arise any overriding interest within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

6.1.4 Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Security created by or pursuant to this Second Supplemental Debenture.

6.1.5 Each Chargor authorises the Collateral Agent and/or any solicitors or other agent acting on behalf of the Collateral Agent to complete, execute and deliver on that Chargor’s behalf (but at the cost of that Chargor) to the Land Registry any form, document or other information requested by the Land Registry with regard to the applications referred to in this Clause 6.1 (The Land Registry).

6.2 Deposit of title deeds

Each Chargor shall promptly deposit with the Collateral Agent all deeds and documents of title relating to its Real Property or shall procure that its solicitors provide an undertaking to the Collateral Agent to hold all such deeds and documents to the order of the Collateral Agent.

7. INVESTMENTS

7.1 Investments - representations and warranties

Each Chargor represents and warrants to each Secured Party that:

- 7.1.1 it is the sole legal and beneficial owner of the Shares;
- 7.1.2 its Shares are duly authorised, validly issued, fully paid, freely transferable and not subject to any option to purchase or any similar right;
- 7.1.3 the constitutional documents of any company whose Shares are subject to this Second Supplemental Debenture do not restrict or inhibit any transfer of the Shares on the creation or enforcement of the Security constituted, or expressed to be constituted, by this Second Supplemental Debenture; and
- 7.1.4 there are no agreements in force other than any Loan Document or as permitted by any Loan Document which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any Shares.

7.2 Deposit of title documents

Each Chargor undertakes to deposit with the Collateral Agent or the Collateral Agent's nominee:

- 7.2.1 on or before execution of this Second Supplemental Debenture, all share certificates or other documents of title relating to the Initial Shares;
- 7.2.2 within five (5) Business Days of its acquisition, accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments, all share certificates and other documents of title representing each items,

together with stock transfer forms (or other appropriate transfer instruments) signed by that Chargor (or its nominee, where appropriate) as transferor but with details of the transferee, date and consideration left blank, on the basis that the Collateral Agent may hold all those certificates, forms and documents until the Discharge Date. The Collateral Agent is entitled at any time after the Security has become enforceable in accordance with Clause 13 (Enforcement of Security) to complete the stock transfer forms (or other transfer instruments) on behalf of that Chargor in favour of the Collateral Agent or its nominee, using the power of attorney contained in Clause 20 (Power of attorney).

7.3 Voting and Dividends

- 7.3.1 Voting and other rights prior to the time where the Security has become enforceable in accordance with Clause 13 (*Enforcement of Security*) and the Collateral Agent has given the relevant Chargor written notice of its intention to exercise its rights under this Second Supplemental Debenture following an Event of Default which is continuing:

- (a) subject to paragraph (b) below, each Chargor is entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit provided that:
 - (i) it does so for a purpose not inconsistent with its obligations under this Second Supplemental Debenture; and
 - (ii) the exercise or failure to exercise those rights does not have an adverse effect on the value of the Investments and does not otherwise materially prejudice the Collateral Agent's interests under this Second Supplemental Debenture;
- (b) that Chargor is entitled to receive all Dividends.

7.3.2 Voting and other rights following the time where the Security has become enforceable in accordance with Clause 13 (*Enforcement of Security*) and the Collateral Agent has given the relevant Chargor written notice of its intention to exercise its rights under this Second Supplemental Debenture following an Event of Default which is continuing:

- (a) the Collateral Agent will be entitled to exercise or direct the exercise (or refrain from exercising or refrain from directing the exercise) of the voting and other rights attached to any Investment as it sees fit;
- (b) each Chargor shall comply, or procure compliance with, any directions of the Collateral Agent in relation to the exercise of those rights and shall promptly execute and deliver to the Collateral Agent all forms of proxy as the Collateral Agent may require in connection with the exercise of those rights;
- (c) all Dividends shall be paid or transferred to the Collateral Agent (or to its order) and any Dividends received by any Chargor shall be held by that Chargor on trust for the Collateral Agent and immediately paid by it to the Collateral Agent or to any nominee designated by the Collateral Agent. The Collateral Agent will be entitled to apply those Dividends in such manner as it sees fit;

7.3.3

- (a) the Collateral Agent may, in its absolute discretion, and without any consent or authority from the Secured Parties or any Chargor, by notice to a Chargor elect to give up the right to exercise (or refrain from exercising) all voting rights in respect of the Shares conferred or to be conferred on the Collateral Agent pursuant to paragraph 7.3.2(a) above and the Secured Parties unconditionally waive any rights they may otherwise have to require the Collateral Agent not to make such election or to indemnify, compensate or otherwise make them good as a consequence of such election; and
- (b) once a notice has been issued by the Collateral Agent under paragraph 7.3.3(a) above, on and from the date of such notice, the Collateral Agent shall cease to have the rights to exercise or refrain from exercising voting rights in respect of the Shares conferred or to be

conferred on it pursuant to paragraph 7.3.2(a) above or any other provision of this Second Supplemental Debenture and all such rights shall be exercisable by the relevant Chargor. That Chargor shall be entitled on and from the date of such notice to exercise all voting rights in respect of the Shares subject only to the proviso contained in paragraph 7.3.3 above.

7.4 Nominee shareholders

If any Investment is not held in a Chargor's name (other than as a result of the operation of this Second Supplemental Debenture) each Chargor shall procure the prompt delivery to the Collateral Agent of an irrevocable power of attorney, expressed to be given by way of security and executed as a deed, by the person in whose name that Investment is held. That power of attorney shall appoint the Collateral Agent and every Receiver as the attorney of the holder in relation to that Investment and shall be in a form approved by the Collateral Agent.

7.5 Acquisition of Shares

Each Chargor shall promptly notify the Collateral Agent of its acquisition of, or agreement to acquire, any Shares.

7.6 Calls

Each Chargor shall pay all calls and other payments due in relation to the Investments. If that Chargor fails to do so within three (3) Business Days the Collateral Agent may pay those calls or other payments on that Chargor's behalf and that Chargor shall immediately on demand reimburse the Collateral Agent for any such payment.

7.7 Restrictions

No Chargor shall vary or agree to any variation in voting rights attaching to the Shares and shall not cause or permit any of the Shares to be consolidated, sub-divided or converted without the Collateral Agent's prior written consent.

8. CHATTELS

8.1 Maintenance

Each Chargor shall:

- 8.1.1 keep all its Chattels in good repair, working order and condition;
- 8.1.2 give the Collateral Agent such information concerning the location, condition, use and operation of its Chattels as the Collateral Agent may reasonably require;
- 8.1.3 permit any persons designated by the Collateral Agent to inspect and examine the Chattels and the records relating to the Chattels at all reasonable times; and
- 8.1.4 not permit any Chattel to be:
 - (a) used or handled other than by properly qualified and trained persons; or
 - (b) to be overloaded or used for any purpose for which it is not designed or reasonably suitable.

8.2 Notice of Charge

Each Chargor shall take any action which the Collateral Agent may reasonably require to evidence the interest of the Collateral Agent in its Chattels after the time where the Security has become enforceable in accordance with Clause 13 (Enforcement of Security).

9. ACCOUNTS

9.1 Undertakings

9.1.1 Each Chargor shall:

- (a) except as regards any account maintained with the Collateral Agent, deliver to the Collateral Agent details of each Account maintained by it promptly upon the opening of a new Account or any redesignation or change in account details affecting any Account;
- (b) promptly upon request by the Collateral Agent, supply the Collateral Agent with copies of all mandate letters, bank statements and other agreements relating to the Accounts; and
- (c) not permit or agree to any variation of the terms and conditions relating to any Blocked Account or close any Blocked Account.

9.2 Operation of the Blocked Accounts

No Chargor may, at any time, withdraw or transfer any sums from a Blocked Account without the Collateral Agent's prior written consent.

9.3 Operation of the Accounts other than the Blocked Accounts

9.3.1 Before the time where the Security has become enforceable in accordance with Clause 13 (Enforcement of Security), each Chargor shall, in the case of any Account that is not a Blocked Account, be entitled to withdraw or transfer any sum standing to the credit of such Account.

9.3.2 After the time where the Security has become enforceable in accordance with Clause 13 (Enforcement of Security), no Chargor shall be entitled to make any withdrawals or transfers from any Account without the Collateral Agent's prior written consent.

9.4 Notice to Account Banks

Each Chargor shall serve a notice of charge:

9.4.1 in the form of Part 1 of Schedule 8 (Form of Notice to Account Bank (Blocked Account)) on each Account Bank with whom a Blocked Account is held immediately:

- (a) upon execution of this Second Supplemental Debenture; and
- (b) upon opening any Blocked Account after the date of this Second Supplemental Debenture; and

9.4.2 in the form of Part 1 of Schedule 9 (Form of Notice to Account Bank (General Account)) on each Account Bank with whom any Account (other than a Blocked

Account) is held immediately upon execution of this Second Supplemental Debenture,

and shall use reasonable endeavours to procure that each Account Bank acknowledges that notice by signing and returning to the Collateral Agent a letter of acknowledgement substantially in the form of Part 2 of the relevant schedule (*Form of Acknowledgement from Account Bank*) as soon as reasonably practicable (but, in any event, within twenty (20) Business Days of the date of such notice) (or such later date as permitted by the Collateral Agent in its sole discretion). Any instructions contained in a notice of charge sent by a Chargor pursuant to this Clause may not be revoked or amended without the Collateral Agent's prior written consent (other than in respect of minor or technical matters).

10. CONTRACTS

10.1 Contracts - representations and warranties

Each Chargor represents and warrants to each Secured Party that, subject to the Legal Reservations:

- 10.1.1 each Contract to which that Chargor is a party is in full force and effect constitutes its legal, valid, binding and enforceable obligations;
- 10.1.2 that Chargor's execution and performance of the Contracts to which it is a party does not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding on it or constitute a default or termination event (however described) under any such agreement or instrument;
- 10.1.3 it is not in default, nor, so far as it is aware, is any counterparty to a Contract in default, under the Contract to which that Chargor is a party;
- 10.1.4 all payments due to it from any party under the Contracts to which it is a party can be made without withholding or deduction on account of Tax;
- 10.1.5 all payments to it by any other party to any of the Contracts to which it is a party are not subject to any right of set off or similar right; and
- 10.1.6 there is no prohibition on assignment in the Contracts to which it is a party.

10.2 Notices of assignment

Each Chargor shall immediately upon execution of this Second Supplemental Debenture (or, if later, the date upon a document being designated as a Contract for the purposes of this Second Supplemental Debenture) serve a notice, substantially in the form of Part 1 of Schedule 10 (Form of Notice to Counterparty), on each counterparty to each such Contract to which it is a party and use all reasonable endeavours to procure that each such counterparty acknowledges that notice by signing and returning to the Collateral Agent a notice substantially in the form of Part 2 of Schedule 10 (Form of Acknowledgement from Counterparty) as soon as reasonably practicable (and, in any event, within ten (10) Business Days of the date of this Second Supplemental Debenture or, if later, the date of the relevant Contract). Any instructions contained in a notice sent to a counterparty pursuant to this Clause may not be revoked or amended without the Collateral Agent's prior written consent.

10.3 Undertaking

10.3.1 Each Chargor may not, unless permitted by the Credit Agreement or otherwise, without the prior written consent of the Collateral Agent:

- (a) amend, supplement or waive or agree to the amendment, supplement or waiver of any term of any Contract to which that Chargor is a party (in a manner which may reasonably be expected to be prejudicial to the Secured Parties) or terminate such Contract or allow such Contract to lapse and shall not do or permit anything to be done which may impair the enforceability of any term of any such Contract; and
- (b) take any action which could reasonably be expected to jeopardise the existence or enforceability of any Contract to which that Chargor is a party.

10.3.2 Each Chargor shall:

- (a) promptly perform all its material obligations under each Contract to which that Chargor is a party;
- (b) diligently enforce its material rights under each Contract to which that Chargor is a party;
- (c) inform the Collateral Agent immediately if that Chargor serves any notice of default, or commences any legal proceeding, or receives any notice of default or of the initiation of any legal proceeding in relation to any Contract to which it is a party; and
- (d) supply the Collateral Agent with (i) a copy of each Contract to which that Chargor is a party, certified as being true and correct by a director of it and (ii) any other information and copies of any other documents relating to each Contracts to which that Chargor is a party which the Collateral Agent, or any Receiver, requests.

10.4 Obligations

Notwithstanding the operation of Clause 4.7 (Contracts), each Chargor is and shall remain liable under any Contract to which it is a party to perform all its obligations under that Contract and the Collateral Agent shall not be, or be deemed to be, under any obligation or liability under or in connection with such Contract by reason of this Second Supplemental Debenture or the exercise by the Collateral Agent of any rights, powers or remedies under this Second Supplemental Debenture.

11. INSURANCES

11.1 Insurances - representations and warranties

Each Chargor represents and warrants to each Secured Party that:

- 11.1.1 each Policy is in full force and effect and on risk, all premiums payable in relation to the Policies have been paid when due and, so far as that Chargor is aware, there are no grounds on which any Policy may be declared void or voidable in whole or in part; and

11.1.2 that Chargor's entry into the Policies does not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding on it.

11.2 Notices of assignment

Each Chargor shall immediately upon execution of this Second Supplemental Debenture (or, if later, the date on which an insurance policy is designated as a "Policy" for the purposes of this Second Supplemental Debenture) serve a notice, substantially in the form of Part 1 of Schedule 11 (Form of Notice to Insurer), on each other party to each Policy and use its reasonable endeavours to procure that each such party acknowledges that notice by signing and returning to the Collateral Agent a letter of undertaking substantially in the form of Part 2 of Schedule 11 (Form of Acknowledgement from Insurer) as soon as reasonably practicable (and, in any event, within 21 days of the date of this Second Supplemental Debenture or, if later, the date of entry into of the relevant Policy). Any instructions contained in any notice sent by that Chargor pursuant to this Clause may not be revoked or amended without the Collateral Agent's prior written consent.

11.3 Amendments and waivers

No Chargor shall, without the Collateral Agent's prior written consent amend, supplement or waive or agree to the material amendment, supplement or waiver of any term of any Policy or terminate any Policy or allow any Policy to lapse other than as permitted under the Credit Agreement.

11.4 Insurance proceeds held on trust

All monies received under any Policies relating to the Secured Assets shall (subject to the rights and claims of any person having prior rights to such monies), before the time where the Security has become enforceable in accordance with Clause 13 (Enforcement of Security), be applied in a manner as permitted by the Loan Documents and, following the time where the Security has become enforceable in accordance with Clause 13 (Enforcement of Security), be held by the relevant Chargor upon trust for the Collateral Agent pending payment to the Collateral Agent for application in accordance with Clause 17 (Order of Application) and that Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Secured Assets.

12. INTELLECTUAL PROPERTY

12.1 Intellectual Property - representations and warranties

Each Chargor represents and warrants to each Secured Party that it:

12.1.1 is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all of the Intellectual Property which is required by it in order to carry on its business as it is being conducted and has taken all formal and procedural actions (including but not limited to payment of fees) required to maintain such Intellectual Property; and

12.1.2 does not, in carrying on its business, infringe any Intellectual Property of any third party in any material respect.

12.2 Intellectual Property – positive undertakings

Each Chargor shall:

- 12.2.1 preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant member of the Group;
- 12.2.2 use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
- 12.2.3 make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- 12.2.4 not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Group to use such property; and
- 12.2.5 not discontinue the use of the Intellectual Property,

where failure to do so, in the case of Clauses 12.2.1 and 12.2.2, or in the case of Clauses 12.2.4 and 12.2.5, such use, permission to use, omission or discontinuation is reasonably likely to have a Material Adverse Effect.

12.3 Intellectual Property – negative undertakings

No Chargor shall, without the consent of the Collateral Agent or unless expressly permitted in the Credit Agreement:

- 12.3.1 abandon, cancel or allow any of its Intellectual Property to become void, lapse or to become vulnerable to attack, whether for non-use or otherwise;
- 12.3.2 apply to amend the specification or drawing of any of the letters patent or registered trade or service marks forming part of its Intellectual Property or enter any conditions, restrictions or disclaimers in relation to any of its registered Intellectual Property; or
- 12.3.3 use or knowingly permit to be used any of its Intellectual Property in a way (or otherwise do or refrain from doing anything) which may have a Material Adverse Effect on the value of its Intellectual Property.

12.4 Preservation/protection

Each Chargor must promptly, if requested to do so by the Collateral Agent at any time, sign or procure the signature of, and comply with all instructions of the Collateral Agent in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade Marks Registry at the Intellectual Property Office) which either records the existence of this Second Supplemental Debenture or the restrictions imposed by this Second Supplemental Debenture.

12.5 Registration of Intellectual Property

Each Chargor as registered proprietor appoints the Collateral Agent as its agent to apply for the particulars of this Second Supplemental Debenture and of the Secured Parties' interest in its existing trademarks and trade mark applications and any future trademarks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994,

and each Chargor agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.

13. ENFORCEMENT OF SECURITY

13.1 Timing

The Security created by this Second Supplemental Debenture will be immediately enforceable at any time after the occurrence of an Event of Default which is continuing.

13.2 Enforcement

After the Security created by or pursuant to this Second Supplemental Debenture has become enforceable, the Collateral Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- 13.2.1 enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Secured Assets;
- 13.2.2 whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorisations and discretions conferred by the LPA (as varied and extended by this Second Supplemental Debenture) on mortgagees, by this Second Supplemental Debenture on any Receiver, or conferred by the Insolvency Act 1986 or any other law on mortgagees and Receivers;
- 13.2.3 exercise all its rights, powers and remedies as assignee of the Accounts and, in particular, the right to:
 - (a) demand and receive any interest or other monies payable in respect of any credit balance on any Account; and
 - (b) withdraw sums standing to the credit of any Account (or, by notice to the bank with whom such Account is maintained, block the withdrawal of any such sums) and otherwise exercise all rights in relation to each of the Chargors' Accounts as the relevant Chargor may (or, but for this Second Supplemental Debenture, might) exercise; and
- 13.2.4 apply, transfer or set-off any or all of the balances from time to time standing to the credit of the Accounts in or towards the payment or other satisfaction of all or part of the Secured Obligations then due but unpaid in accordance with Clause 17 (Order of Application).

13.3 Effect of a moratorium

The Collateral Agent shall not be entitled to exercise its rights under Clause 13.2 (Enforcement) to the extent that such exercise would be contrary to the provisions of paragraph 13 of Schedule A1 of the Insolvency Act 1986.

13.4 Statutory powers

- 13.4.1 The statutory power of sale or other right of disposal conferred on the Collateral Agent and on any Receiver by this Second Supplemental Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the

LPA and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Second Supplemental Debenture.

- 13.4.2 (a) The statutory powers of leasing may be exercised by the Collateral Agent at any time on or after this Second Supplemental Debenture has become enforceable and such powers are extended by this Second Supplemental Debenture so as to authorise the Collateral Agent to lease, make agreements for lease, accept surrenders of leases and grant options on such terms as the Collateral Agent may think fit and without the need to comply with any restrictions imposed by law (including, but not limited to, under section 99 or section 100 of the LPA).
- (b) For the purposes of sections 99 and 100 of the LPA, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither sub-section (18) of section 99 nor sub-section (12) of section 100 of the LPA will apply.
- (c) No Chargor shall have, at any time up until the Discharge Date, the power pursuant to section 99 of the LPA to make any Lease in respect of any Real Property without the prior written consent of the Collateral Agent unless permitted pursuant to the terms of the Credit Agreement.
- 13.4.3 The restrictions contained in section 93 and section 103 of the LPA shall not apply to this Second Supplemental Debenture, to the exercise by the Collateral Agent of its right to consolidate all or any of the Security created by or pursuant to this Second Supplemental Debenture with any other Security in existence at any time or its power of sale and such powers of consolidation or sale are exercisable by the Collateral Agent, without notice to any Chargor, on or at any time after this Second Supplemental Debenture has become enforceable as herein provided.

14. RECEIVER

14.1 Appointment of Receiver

- 14.1.1 After this Second Supplemental Debenture has become enforceable the Collateral Agent may without prior notice, appoint:
- (a) any one or more persons to be a Receiver of all or any part of the Secured Assets; or
- (b) two or more Receivers of separate parts of the Secured Assets; or
- (c) appoint another person(s) as an additional Receiver(s).
- 14.1.2 Any appointment under Clause 14.1.1 may be by deed, under seal or in writing under its hand.
- 14.1.3 Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this Second Supplemental Debenture.
- 14.1.4 The Collateral Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Secured Assets if the Collateral Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

14.2 Statutory powers of appointment

The powers of appointment of a Receiver pursuant to Clause 16.1 (Appointment of Receiver) above shall be in addition to all statutory and other powers of appointment of the Collateral Agent under the LPA (as extended by this Second Supplemental Debenture) or otherwise and such powers shall remain exercisable from time to time by the Collateral Agent in respect of any part of the Secured Assets.

14.3 Removal

The Collateral Agent may from time to time by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver who has been removed for any reason.

14.4 Remuneration

The Collateral Agent may from time to time fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the LPA) will not apply.

14.5 Agent of the Chargors

14.5.1 A Receiver will be deemed to 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 LPA. Each Chargor is solely responsible for the remuneration, expenses, contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

14.5.2 Neither the Collateral Agent nor any Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

14.5.3 No Receiver shall at any time act as agent for the Collateral Agent.

15. POWERS OF RECEIVER

15.1 Statutory powers

15.1.1 A Receiver (subject to any restrictions in the instrument appointing him but notwithstanding any winding up or dissolution of any Chargor) has (to the extent permitted by law) all of the rights, powers and discretions conferred on:

- (a) an administrative receiver under Schedule 1 of the Insolvency Act 1986, as if such Schedule and all relevant definitions set out in the Insolvency Act 1986 were set out in this Second Supplemental Debenture; and
- (b) otherwise, all the rights, powers and discretions conferred on a mortgagor, a mortgagee in possession and on a Receiver (or a receiver and manager) appointed under the LPA.

15.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Second Supplemental Debenture

individually (and to the exclusion of any other Receiver) or together with any other person appointed or substituted as a Receiver.

15.2 Additional powers

In addition to those powers, rights and discretions set out in sub-clauses 15.1.1(a) and 15.1.1(b), a Receiver shall have the following rights, powers and discretions:

15.2.1 Employees

- (a) A Receiver may appoint and discharge managers, directors and secretaries for the purposes of this Second Supplemental Debenture upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the relevant Chargor.

15.2.2 Sale of assets

- (a) The consideration for the sale of any Secured Asset may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which the Receiver thinks fit.
- (b) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor.

15.2.3 Mediation

A Receiver may refer to mediation any question in relation to any Secured Asset that he thinks fit.

15.2.4 Delegation

A Receiver may delegate his power in accordance with this Second Supplemental Debenture.

15.2.5 Lending

A Receiver may lend money or advance credit to any customer of the relevant Chargor.

15.2.6 Protection of assets

A Receiver may:

- (a) effect any repair or improvement of any Secured Asset; and
- (b) apply for and maintain any planning permission, building regulation, approval or any other authorisation,

in each case as he thinks fit.

15.2.7 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Secured Asset or incidental or conducive to any of the rights, powers, remedies or discretions conferred on the Collateral Agent or any Receiver under or by virtue of this Second Supplemental Debenture or by applicable law;
- (b) manage any Secured Asset as he thinks fit;
- (c) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute owner of that Secured Asset; and
- (d) use the name of the relevant Chargor for any of the purposes set out in this Clause 15 (Powers of Receiver).

16. APPOINTMENT OF ADMINISTRATOR

- 16.1 Subject to the Insolvency Act 1986, at any time after the Security created by this Second Supplemental Debenture has become enforceable in accordance with Clause 13.2 (Enforcement), the Collateral Agent may appoint one or more qualified persons to be an Administrator of the relevant Chargor, to act individually (and to the exclusion of any other Administrator) or together with any other Administrators so appointed or substituted.
- 16.2 For the purposes of this Clause, a “qualified person” is a person qualified to act as an Administrator under the Insolvency Act 1986.

17. ORDER OF APPLICATION

17.1 Application of proceeds

Unless otherwise determined by the Collateral Agent or a Receiver, all amounts received or recovered by the Collateral Agent or any Receiver in exercise of their rights under this Second Supplemental Debenture will, subject to the rights of any creditors having priority, be applied in the order provided in Clause 17.2 (Order of application). Clause 17.2 (Order of application) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

17.2 Order of application

The order referred to in Clause 17.1 (Application of proceeds) is:

- 17.2.1 in or towards payment of, or the provision for, all the costs, expenses and losses incurred, and payments made, by the Collateral Agent (in its capacity as Collateral Agent only) and/or any Receiver under or in connection with this Second Supplemental Debenture and all remuneration due to any Receiver under or in connection with this Second Supplemental Debenture;
- 17.2.2 in or towards the payment or discharge of the Secured Obligations in the order provided in the Credit Agreement or in such order as the Collateral Agent thinks fit; and
- 17.2.3 in payment of any surplus to any Chargor or other person entitled to it.

18. PROTECTION OF PURCHASERS

18.1 No purchaser or other person dealing with the Collateral Agent or a Receiver shall be bound to enquire:

18.1.1 whether the Secured Obligations have become payable;

18.1.2 whether any power which the Collateral Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

18.1.3 whether any money remains due under the Loan Documents; or

18.1.4 how any money paid to the Collateral Agent or to that Receiver is to be applied.

18.2 The receipt of the Collateral Agent or any Receiver shall be conclusive discharge to any purchaser and, in making any sale or disposal of any of the Secured Assets or making any acquisition, the Collateral Agent or any Receiver may do for such consideration, in such manner and on such terms as it thinks fit.

19. LIABILITY OF COLLATERAL AGENT AND RECEIVER

19.1 Liability

Neither the Collateral Agent, any Receiver nor any of their respective Delegates and sub delegates, (whether as mortgagee in possession or otherwise) shall either by reason of:

19.1.1 taking possession of or realising all or any part of the Secured Assets; or

19.1.2 taking any action permitted by this Second Supplemental Debenture,

be liable to any Chargor or any other person for any costs, losses or liabilities relating to any of the Secured Assets or for any act, default, omission or misconduct of the Collateral Agent, any Receiver or their respective Delegates and sub-delegates in relation to the Secured Assets or otherwise except for any cost, losses or liabilities resulting solely and directly from the gross negligence or wilful default of the Collateral Agent, any Receiver or their respective Delegates and sub-delegates.

19.2 Exoneration

Neither the Collateral Agent, any Receiver nor any of their respective Delegates and sub delegates shall have any duty:

19.2.1 to perform any Chargor's obligations or exercise any rights in relation to any Secured Asset;

19.2.2 to ensure that any Related Rights are made available or to verify that the correct amount has been received in relation to any Related Right;

19.2.3 to take up any offer in relation to any Secured Assets;

19.2.4 to give any notification to anyone in relation to any Secured Asset; or

19.2.5 to take any action to enforce any other person's obligations as regards any Secured Asset.

20. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Collateral Agent, each Receiver and any Delegate to be its attorney to take any action which that Chargor is obliged to take under this Second Supplemental Debenture, including under Clause 22.12 (Further assurance) or which may be required to enable the exercise of any rights or powers conferred on the Collateral Agent or any Receiver under this Second Supplemental Debenture or by law or otherwise for any of the purposes of this Second Supplemental Debenture. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

21. DELEGATION AND DISCRETION

21.1 Delegation

Each of the Collateral Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Second Supplemental Debenture upon any terms (including power to sub-delegate) which it may think fit. Neither the Collateral Agent nor any Receiver shall 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.

21.2 Discretion

Any right or power which may be exercised or any determination which may be made under this Second Supplemental Debenture by the Collateral Agent or any Receiver may be exercised by it in its absolute and unfettered discretion, without any obligation to give reasons.

22. EFFECTIVENESS OF SECURITY

22.1 Continuing Security

Subject to Clause 26 (Release of Security), the Security constituted by this Second Supplemental Debenture shall remain in full force and effect as continuing security for the Secured Obligations until the Discharge Date and shall not be released before then by any intermediate payment, discharge or satisfaction of all or any of the Secured Obligations or for any other reason.

22.2 Cumulative rights

The Security created by or pursuant to this Second Supplemental Debenture and the rights, powers and remedies of the Collateral Agent under this Second Supplemental Debenture shall be cumulative and shall be in addition to and independent of every other Security, right, power or remedy which the Collateral Agent or any Secured Party may at any time have in connection with the Secured Obligations, including all rights, powers and remedies provided by applicable law, and accordingly, the Collateral Agent shall not be obliged before exercising any such rights, powers or remedies:

22.2.1 to make any demand of, or take any action or obtain any judgment in any court against, any Chargor;

22.2.2 to make or file any claim or proof in winding-up or dissolution of any Chargor; or

22.2.3 to enforce or seek to enforce any other Security held by it in respect of the Secured Obligations.

22.3 No merger of Security

No prior Security held by the Collateral Agent (whether in its capacity as trustee or otherwise) or any other Secured Party over the whole or any other part of the Secured Asset shall merge into the Security constituted by this Second Supplemental Debenture.

22.4 No prejudice

The Security created by or pursuant to this Second Supplemental Debenture shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Collateral Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Collateral Agent holds the Security created by or pursuant to this Second Supplemental Debenture or by any other thing which might otherwise prejudice that Security.

22.5 Remedies and waivers

No election to affirm this Second Supplemental Debenture on the part of the Collateral Agent shall be effective unless in writing.

22.6 Partial invalidity

If any part of the Security intended to be created by or pursuant to this Second Supplemental Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security constituted under this Second Supplemental Debenture.

22.7 Waiver of defences

The obligations of, and the Security created by, each Chargor under this Second Supplemental Debenture will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under, or the Security created by, this Second Supplemental Debenture and whether or not known to any Chargor or any Secured Party including:

22.7.1 any time, waiver or consent granted or agreed to be granted to, or composition with, any Chargor or any other person;

22.7.2 the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor or that Chargor;

22.7.3 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 assets of, any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

22.7.4 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;

22.7.5 any amendment, novation, supplement, extension (whether at maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not onerous) or replacement of a Loan Document or any other document or Security or of the Secured Obligations (including, without limitation, any change in the purpose of, any extension of, or any variation or

increase in any facility or amount made available under any facility or the addition of any new facility under any Loan Document or other documents);

22.7.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security or of the Secured Obligations; or

22.7.7 any insolvency or similar proceedings relating to any Chargor or any other person.

22.8 Immediate recourse

Each Chargor waives any right it may have of first requiring the Collateral Agent or any other 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 that Chargor under this Second Supplemental Debenture. This waiver applies irrespective of any law or provision of this Second Supplemental Debenture to the contrary.

22.9 Appropriations

Until the occurrence of the Discharge Date (or earlier where sufficient monies are held by the Secured Parties to repay the Secured Obligations in full), any Secured Party (or any trustee or agent on its behalf) may refrain from applying or enforcing any other monies, Security or rights held or received by it in relation to the Secured Obligations, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations, or otherwise) and hold in an interest bearing suspense account any money received from any Chargor on account of the Secured Obligations.

22.10 Non-competition

Until the occurrence of the Discharge Date or unless the prior written consent of the Collateral Agent is obtained, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Second Supplemental Debenture:

22.10.1 to be indemnified by any person, including any Chargor;

22.10.2 to claim any contribution from any other provider of Security or any guarantor of the Secured Obligations;

22.10.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Secured Party's rights under the Loan Documents or of any other guarantee, indemnity or Security taken pursuant to, or in connection with, the Secured Obligations by any Secured Party;

22.10.4 to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which that Chargor has given a guarantee, undertaking or indemnity under any Loan Document;

22.10.5 to exercise any right of set-off against any Chargor; and/or

22.10.6 to claim rank, prove or vote as a creditor of any Chargor or its estate in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution contrary to the terms of this Clause, it shall hold that benefit, payment or distribution (to the extent necessary to enable all amounts which may be or become payable to the Collateral Agent in connection with the Secured

Obligations to be repaid in full) on trust for the Collateral Agent and shall promptly pay or transfer the same to the Collateral Agent or to the Collateral Agent's nominee.

22.11 Tacking

22.11.1 For the purposes of section 94(1)(c) of the LPA and section 49(3) of the Land Registration Act 2002, the Collateral Agent confirms on behalf of the Secured Parties that the Secured Parties will comply with their obligations to make further advances under the Credit Agreement subject to the terms of the Loan Documents.

22.11.2 Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the charges register of any registered land forming part of the Real Estate.

22.12 Further assurance

22.12.1 Each Chargor shall promptly, at its own cost, enter into, execute and complete a Legal Mortgage over any Real Property in England and Wales not already the subject of a registrable Legal Mortgage.

22.12.2 Each Chargor shall promptly, at its own cost, do whatever the Collateral Agent requires (acting reasonably):

- (a) to create, perfect and/or protect the Security created or intended be created by this Second Supplemental Debenture;
- (b) to create, perfect and/or protect the priority of the Security created or intended be created by this Second Supplemental Debenture;
- (c) to facilitate the exercise of any rights, powers and remedies vested in the Collateral Agent or any Receiver (or their respective Delegates) by this Second Supplemental Debenture and/or by the law; and/or
- (d) to facilitate the realisation of the Secured Assets in accordance with the Loan Documents.

22.12.3 In order to satisfy its obligations under Clauses 22.12.1 and 22.12.2, each Chargor shall immediately, upon the request of the Collateral Agent acting reasonably execute any transfer, conveyance, mortgage, charge, assignment or assurance over all or any of the assets constituting, or intended to constitute, the Secured Assets (whether in favour of the Collateral Agent or its nominee or otherwise) and make any registration or notarisation and give any notice, instructions, order or direction in respect of the Secured Assets.

23. PRIOR SECURITY INTERESTS

23.1 In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Secured Assets or in case of exercise by the Collateral Agent or any Receiver of any power of sale under this Second Supplemental Debenture, the Collateral Agent may redeem such prior Security or procure the transfer of such Security to itself.

23.2 The Collateral Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor absent manifest error by the Collateral Agent.

- 23.3 All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargors to the Collateral Agent on demand together with accrued interest on such sums as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Credit Agreement from the time or respective times of the same having been paid or incurred until payment of such sums (as well as after as before judgment).

24. SUBSEQUENT SECURITY INTERESTS

If the Collateral Agent acting in its capacity as trustee or otherwise or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting the Secured Assets or any part of the Secured Assets which is prohibited by the terms of any Loan Document, all payments made by or on behalf of each Chargor to the Collateral Agent or any of the other Secured Parties after such receipt of notice will (in the absence of any express contrary appropriation by the relevant Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

25. SUSPENSE ACCOUNT

All monies received, recovered or realised by the Collateral Agent under this Second Supplemental Debenture (including the proceeds of any conversion of currency) may in the discretion of the Collateral Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society or financial institution (including itself) for so long as it may think fit (but no later than the time where sufficient monies are held by the Collateral Agent to repay the Secured Obligations in full) (the interest being credited to the relevant account) pending their application from time to time at the Collateral Agent's discretion, in or towards the discharge of any of the Secured Obligations.

26. RELEASE OF SECURITY

- 26.1 Upon the occurrence of the Discharge Date, the Collateral Agent shall, at the request of the Chargors, release and cancel the security constituted by this Second Supplemental Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Collateral Agent pursuant to this Second Supplemental Debenture, in each case without recourse to, or any representation or warranty by, the Collateral Agent or any of its Delegates. Any costs reasonably incurred by the Collateral Agent in connection with fulfilling its obligations under this Clause shall be promptly reimbursed by the Chargors.
- 26.2 Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Second Supplemental Debenture) that Secured Party shall be entitled to recover from that Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

27. FINANCIAL COLLATERAL

- 27.1 To the extent that any of the Secured Assets constitute "financial collateral" and this Second Supplemental Debenture constitutes a "security financial collateral arrangement" (as those terms are defined in the Regulations), the Collateral Agent shall, upon the Security created by this Second Supplemental Debenture becoming enforceable and to the extent permitted by the Regulations, have the right to appropriate all or any part of those Secured Assets in or towards the discharge of the Secured Obligations without obtaining any court authorisation and in such order as the Collateral Agent may in its absolute discretion determine.

27.2 The Parties agree that the value of any Secured Asset appropriated in accordance with Clause 27.1 shall be:

27.2.1 in the case of cash denominated in the currency of denomination of the Secured Obligations, the amount of such cash plus any accrued but unposted interest attributable to such cash on the date of appropriation;

27.2.2 in the case of any other cash, the amount of the currency of denomination of the Secured Obligations that the Collateral Agent could purchase with the amount of such cash (plus any accrued but unposted interest attributable to such cash) on the date of appropriation at its spot rate of exchange for such purchase in the London foreign market at or about 11:00 a.m. on that date; or

27.2.3 in the case of Shares, shall be the price of those Shares at the time the right of appropriation is exercised as listed on any recognised market index, independent valuation or as determined by such other method as the Collateral Agent may select (acting reasonably and having regard to the nature of such Shares).

27.3 The Parties agree that the method of valuation provided for in this Clause 27 is commercially reasonable for the purposes of the Regulations.

28. CURRENCY

28.1 Relevant Currency

Each Chargor is obliged under this Second Supplemental Debenture to discharge the Secured Obligations in the Relevant Currency.

28.2 Receipt in wrong currency

If at any time the Collateral Agent receives a payment (including by set-off) referable to any of the Secured Obligations from any source in a currency other than the Relevant Currency, then:

28.2.1 that payment will take effect as a payment to the Collateral Agent of the amount in the Relevant Currency which the Collateral Agent is able to purchase (after deduction of any relevant costs) with the amount of the payment so received at its spot rate of exchange for such purchase in the London foreign exchange market at or about 11:00 a.m. on that date; and

28.2.2 if such payment is treated pursuant to Clause 28.2.1 as a payment of an amount which falls short of the relevant liability of the relevant Chargor expressed in the Relevant Currency, that Chargor as a separate and independent obligation will on demand from time to time indemnify the Collateral Agent against such shortfall.

29. PAYMENTS TO BE MADE WITHOUT DEDUCTION

29.1 No deductions

All sums payable by any Chargor under this Second Supplemental Debenture shall be paid in the Relevant Currency in immediately available funds and shall be paid to the credit of such account as the Collateral Agent may designate. All such payments shall be made in full without set-off of any sum owing by the Collateral Agent to any Chargor or counterclaim and free and clear of any deductions of or withholding for or on account of any Tax or for any other reason, except to the extent that any such deduction or withholding is required by applicable law.

29.2 Grossing-up

If at any time any Chargor is required by applicable law to make any deduction or withholding from any payment due from that Chargor to the Collateral Agent, that Chargor shall simultaneously pay to the Collateral Agent whatever additional amount is necessary in accordance with Section 2.17 (Taxes) of the Credit Agreement.

30. ASSIGNMENT AND TRANSFER

30.1 Chargor's consent to assignment/transfer by Collateral Agent

Each Chargor consents to the assignment and/or transfer by the Collateral Agent of any one or more of its rights and/or obligations under this Second Supplemental Debenture, provided such assignment and/or transfer is in accordance with the Credit Agreement.

30.2 No assignment/transfer by Chargor

No Chargor may assign or transfer any one or more of its rights and/or obligations under this Second Supplemental Debenture.

31. INDEMNITY TO THE COLLATERAL AGENT

31.1 Each Chargor shall within three (3) Business Days of written demand indemnify the Collateral Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them (except to the extent any such loss is caused solely and directly by the gross negligence or wilful default of the Collateral Agent, any Receiver or any Delegate) as a result of:

31.1.1 the taking, holding, protection or enforcement of the Security constituted under this Second Supplemental Debenture;

31.1.2 the exercise of any of the rights, powers, discretions and remedies vested in the Collateral Agent, each Receiver and their Delegate and sub-delegates by this Second Supplemental Debenture or by law; or

31.1.3 any default by any Chargor in the performance of any of the obligations expressed to be assumed by it in this Second Supplemental Debenture.

31.2 The Collateral Agent may, in priority to any payment to the Secured Parties, indemnify itself out of the Secured Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 31 and shall have a lien on the Security constituted under this Second Supplemental Debenture and the proceeds of the enforcement of such Security for all monies payable to it.

32. MISCELLANEOUS

32.1 Variations

No variation of the terms of this Second Supplemental Debenture shall be valid unless such variation is in writing and signed by each Chargor and the Collateral Agent.

32.2 Third party rights

32.2.1 Unless expressly provided to the contrary in a Loan Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

32.2.2 Notwithstanding any term of any Loan Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

32.3 **Perpetuity period**

The trusts created by this Second Supplemental Debenture have a perpetuity period of 125 years.

32.4 **Counterparts**

This Second Supplemental Debenture may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Second Supplemental Debenture.

33. **NOTICES**

33.1 **Communications in writing**

All communications and notices under this Second Supplemental Debenture shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 (Notices) of the Credit Agreement. All communications and notices under this Second Supplemental Debenture to each Chargor shall be given to it in care of the Borrower as provided in Section 9.01 (Notices) of the Credit Agreement.

33.2 **English language**

33.2.1 Any notice given under or in connection with this Second Supplemental Debenture must be in English.

33.2.2 All other documents provided under or in connection with this Second Supplemental Debenture must be:

- (a) in English; or
- (b) if not in English, and if so required by the Collateral Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

34. **GOVERNING LAW AND JURISDICTION**

34.1 **Governing law**

This Second Supplemental Debenture and any non-contractual obligation arising out of or in connection with it are governed by English law.

34.2 **Jurisdiction of English courts**

34.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Second Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Second Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Second Supplemental Debenture) (a “**Dispute**”).

34.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

35. SERVICE OF PROCESS

35.1 Without prejudice to any other mode of service allowed under any relevant law, each of the Chargors not incorporated in England and Wales:

35.1.1 irrevocably appoints UKCo as its agent for service of process in relation to any proceedings before the English courts in connection with this Second Supplemental Debenture; and

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

35.2 If any person appointed as agent for process by a Chargor not incorporated in England and Wales is unable for any reason to act as agent for service of process, such Chargor shall immediately (and in any event within seven days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.

35.3 Each Chargor expressly agrees and consents to the provisions of this Clause 35 (Service of Process).

THIS SECOND SUPPLEMENTAL DEBENTURE is executed as a deed by each Chargor and is signed for and on behalf of the Collateral Agent and is delivered and takes effect on the date at the beginning of this Second Supplemental Debenture.

Schedule 1

MORTGAGED PROPERTY

Part 1. Registered Land

Description of Property	Land Registry Title Number
None as at the date of this Second Supplemental Debenture.	

Part 2. Unregistered Land

None as at the date of this Second Supplemental Debenture.

Schedule 2

INITIAL SHARES

Current Legal Entities Owned	Record Owner	Certificate No.	No. Shares/Interest	Percent Pledged
Snow Software Limited (company number 06380181)	Snow Software US, Inc.	11	5,300	100%

Schedule 3

BANK ACCOUNTS

Part 1. Blocked Account Details

Name of Account Bank	Account Holder	Account Number	Currency
None as at the date of this Second Supplemental Debenture.			

Part 2. General Accounts

Name of Account Bank	Account Holder	Account Number	Currency
Citibank	Snow Software Limited	██████	EUR
Citibank	Snow Software Limited	██████	GBP
Citibank	Snow Software Limited	██████	USD
JPM	Snow Software Limited	██████	EUR
JPM	Snow Software Limited	██████	GBP
JPM	Snow Software Limited	██████	USD

Schedule 4

CONTRACTS

Date of Contract	Parties	Details of Contract
None as at the date of this Second Supplemental Debenture.		

Schedule 5

INSURANCE POLICIES

Policy	Carrier	Policy Number	Term
None as at the date of this Second Supplemental Debenture.			

Schedule 6

INTELLECTUAL PROPERTY

Trade Marks						
<u>Country</u>	<u>Mark</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status of Mark</u>	<u>Owner/Applicant</u>
United Kingdom	EMBOTICS	11/2/2006	UK00905432596	2/22/2008	Registered	Snow Software, Inc.
United Kingdom	V-COMMANDER	2/10/2008	UK00906656961	10/30/2008	Registered	Snow Software, Inc.
United Kingdom	SNOW (design)	5/20/2016	UK00915460579	9/26/2016	Registered	Snow Software, Inc.
United Kingdom	SNOW	12/10/2019	UK00811462533	07/22/2020	Registered	Snow Software, Inc.

Patent Registrations:

<u>Country</u>	<u>Title</u>	<u>Status</u>	<u>Filed</u>	<u>Serial No.</u>	<u>Date Issued</u>	<u>Patent No.</u>	<u>Owner</u>
Great Britain	EMBEDDED SYSTEM ADMINISTRATION	Issued	Jul 21, 2004	4737990.4	May 30, 2012	EP1654655	Snow Software, Inc.

Schedule 7

FORM OF LEGAL MORTGAGE

THIS DEED is dated [●] between:

- (1) [●] registered in [England and Wales with company number [[●]]] (the “**Chargor**”); and
- (2) [NAME OF COLLATERAL AGENT] as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the “**Collateral Agent**”).

BACKGROUND

Each Chargor enters into this Deed in connection with the Credit Agreement (as defined below).

IT IS AGREED as follows:

1. Definitions

In this Deed:

“**Credit Agreement**” means the Credit Agreement dated [*insert date*] made between, among others, Snow Software Limited and Snow Software, Inc. each as borrowers, Holdings, the Collateral Agent and the lenders from time to time party thereto.

“**Mortgaged Property**” means any freehold, leasehold or immovable property specified in Schedule 2 (Mortgaged Property).

“**Second Supplemental Debenture**” means the debenture dated [*insert date*] granted by Snow Software US, Inc., Snow Software Limited and Snow Software, Inc. as chargors in favour of the Collateral Agent.

2. Construction

2.1 Unless defined in this Deed, a term defined in the Second Supplemental Debenture has the same meaning in this Deed and in any notice given under or in connection with this Deed.

2.2 The provisions of clause 2.2.1, clause 2.2.3 to 2.2.8 (inclusive), clause 2.3 to 2.7 (inclusive), clause 2.9, clause 5.5 to 5.6 (inclusive), clause 13 to 34 (inclusive) of the Second Supplemental Debenture are incorporated into this Deed as if references in those clauses to the Second Supplemental Debenture were references to this Deed and if all references in those clauses to Secured Assets were references to the Mortgaged Property.

3. Undertaking to Pay

Each Chargor covenants with the Collateral Agent to pay, discharge and satisfy all the Secured Obligations when due in accordance with their respective terms (or, if the relevant terms do not specify a time for payment, immediately on demand by the Collateral Agent) and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

4. **Security**

4.1 All Security created under this Deed:

- (a) is created in favour of the Collateral Agent;
- (b) is security for the payment, discharge and performance of all the Secured Obligations except for any Secured Obligations which, if secured by this Deed, would cause such security to be unlawful or prohibited by any applicable law; and
- (c) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4.2 Each Chargor charges by way of first legal mortgage all the Mortgaged Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use the Mortgaged Property.

5. **Application to the Land Registry**

Each Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged Property:

“No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [*insert name of Collateral Agent*] referred to in the charges register or its conveyancer.”

6. **Further Advances**

6.1 For the purposes of section 94(i) of the LPA and section 49(3) of the Land Registration Act 2002, the Collateral Agent confirms on behalf of the Secured Parties that the Secured Parties will comply with their obligations to make further advances under the Credit Agreement subject to the terms of the Loan Documents.

6.2 Each Chargor consents to an application being made to the Land Registry for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

“The lenders under a Credit Agreement dated [●] between, among others, [*insert name of borrower*], and [*insert name of the Collateral Agent*] as Collateral Agent are under an obligation (subject to the terms of that Credit Agreement) to [*insert name of borrower*] to make further advances and the legal mortgage referred to in the charges register dated [●] in favour of [*insert name of Collateral Agent*] secures those further advances.”

7. **Deposit of title deeds**

Each Chargor shall promptly deposit with the Collateral Agent all deeds and documents of title relating to its Real Property or shall procure that its solicitors provide an undertaking to the Collateral Agent to hold all such deeds and documents to the order of the Collateral Agent.

8. **Maintenance**

Each Chargor shall:

- 8.1 from time to time on request, furnish to the Collateral Agent such information in relation to its Real Property and the Leases to which its Real Property shall be subject as the Collateral Agent may reasonably require and permit the Collateral Agent, its agents, officers and employees free access (subject to the terms of any relevant Lease) at all reasonable times (and, unless an Event of Default is continuing, on reasonable notice) to view the state and condition of its Real Property without becoming liable to account as mortgagee in possession;
- 8.2 keep the Real Property or procure that the Real Property is kept in the repair and condition and decorative order required by the relevant Lease; and
- 8.3 not at any time without the prior written consent of the Collateral Agent or unless expressly permitted in the Credit Agreement or required under a Lease:
 - (a) carry out or permit any material demolition, reconstruction or rebuilding of its Real Property or any structural alterations or material change in its use; or
 - (b) sever, unfix or remove any of the material fixtures, fittings, plant or machinery (other than its stock in trade and work in progress) on or in its Real Property (except for the purpose and in the course of making necessary repairs to such Real Property or for replacing the same with new or improved models or substitutes).

9. Compliance

Each Chargor shall comply with:

- 9.1 all laws for the time being in force; and
- 9.2 all notices, orders, directives, licences, consents and assurances given or made under any law or regulation by any person, in each case, insofar as the same relate to its Real Property or the occupation and use of its Real Property,

where non-compliance would reasonably be expected to adversely affect the value of any Real Property.

10. Investigation of title

In respect of Real Property which is either a freehold interest or a leasehold interest of not less than twenty-five years, the Chargor shall grant the Collateral Agent or its lawyers on request (provided such request is reasonable) all facilities within the power of the Chargor to enable the Collateral Agent or its lawyers (at the expense of the Chargor) to:

- 10.1 carry out investigations of title in relation to its Real Property; and
- 10.2 make such enquiries in relation to any part of its Real Property as a prudent mortgagee might carry out.

11. Compensation payments

Subject to the rights and claims of any person having prior rights to such compensation, all monies payable to the Chargor by way of compensation, whether under Section 25 of the Law of Property Act 1969 or under the Landlord and Tenant Acts 1927 to 1954 or otherwise, shall

be paid to the Collateral Agent (who shall be entitled to give good receipt for such monies) and applied in accordance with clause 17 (Order of Application) of the Second Supplemental Debenture as though they were the proceeds of the enforcement of the security constituted by this Deed, and any monies that may be received by the Chargor shall, pending such payment, be held on trust for the Collateral Agent.

12. **Power to remedy**

If the Chargor fails to comply with any of the undertakings contained in Clauses 7 (Deposit of title deeds) to 11 (Compensation payments), it shall allow the Collateral Agent or its agents and contractors:

- 12.1 to enter any part of its Real Property;
- 12.2 to comply with or object to any notice served on the Chargor in respect of its Real Property; and
- 12.3 to take any action as the Collateral Agent may consider necessary to prevent or remedy the relevant breach or to comply with or object to any such notice.

Each Chargor shall within three (3) Business Days of request by the Collateral Agent pay the costs and expenses of the Collateral Agent and its agents and contractors incurred in connection with any action taken under this Clause.

13. **Miscellaneous**

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

14. **Counterparts**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

15. **Governing Law**

- 15.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 15.2
 - (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a “**Dispute**”).
 - (b) Each Chargor and the Collateral Agent agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither the Chargor nor the Collateral Agent will argue to the contrary.
- 15.3
 - (a) [Without prejudice to any other mode of service allowed under any relevant law, the Chargor:
 - (b) irrevocably appoints [●] as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
 - (c) agrees that failure by an agent for service of process to notify it of the process will not invalidate the proceedings concerned.

- 15.4 If any person appointed as agent for process is unable for any reason to act as agent for service of process, the Chargor shall immediately (and in any event within seven days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.
- 15.5 Each Chargor expressly agrees and consents to the provisions of this Clause 15 (Governing Law).]¹

THIS DEED is executed as a deed by the Chargor and is signed for and on behalf of the Collateral Agent and is delivered and takes effect on the date stated at the beginning of this Deed.

¹ Only include where the Chargor is an entity registered outside of England and Wales.

SCHEDULE TO LEGAL MORTGAGE

Mortgaged Property

Part 1. Registered Land

Description of Property
[●]

Land Registry Title Number
[●]

Part 2. Unregistered Land

The freehold/leasehold property known [●] and comprised in the following title (deed)(s) and other documents of title.

Date	Document	Parties

EXECUTION PAGE TO LEGAL MORTGAGE

CHARGOR

Executed as a deed by)
[**CHARGOR**])
acting by a director in the presence of)
) Director

Signature of witness

Witness name

Witness address

COLLATERAL AGENT

SIGNED on behalf of
WELLS FARGO BANK, NATIONAL ASSOCIATION

by _____

.....
(Authorised signatory)

Schedule 8

FORM OF NOTICE AND ACKNOWLEDGMENT FOR ACCOUNT BANK (BLOCKED ACCOUNT)

Part 1. Form of Notice to Account Bank (Blocked Account)

[On the Letterhead of the Chargor]

To: [name and address of third party bank]

Attention: [●]

Copy to: [Collateral Agent details]

Date: [●]

Dear Sirs

Second supplemental debenture dated [●] (the “Second Supplemental Debenture”) between, among others, [●] (the “Chargor”) and [●] (the “Collateral Agent”)

This letter constitutes notice to you that, pursuant to the Second Supplemental Debenture, we have [assigned to]/[charged (by way of first fixed charge) in favour] of the Collateral Agent all our present and future rights and interest in and to account number [●] in our name with you (the “**Blocked Account**”) together with all money from time to time standing to the credit of that Blocked Account, all interest accruing in relation to such Blocked Account and all Related Rights.

In this notice, “**Related Rights**” means, in respect of the Blocked Account, all present and future:

1. money and proceeds of any nature paid or payable in relation to the Blocked Account, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Blocked Account; and
2. all rights and assets of any nature attaching to, deriving from or exercisable as a result of an interest in or ownership or operation of the Blocked Account.

We irrevocably instruct and authorise you to:

1. credit to the Blocked Account all interest from time to time earned on the sums of money held in the Blocked Account;
2. deal only with the Collateral Agent in relation to the Blocked Account unless you receive written instructions from the Collateral Agent to the contrary;
3. hold all sums from time to time standing to the credit of the Blocked Account to the order of the Collateral Agent;
4. comply with the terms of any written notice or instructions (including payment instructions) relating to the Blocked Account or the sums standing to the credit of the Blocked Account from time to time which you may receive from the Collateral 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 instructions;

5. disclose to the Collateral Agent, without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to the Blocked Account and the sums in the Blocked Account as the Collateral Agent may from time to time request; and
6. send copies of all notices and communications relating to the Blocked Account to the Collateral Agent as well as to us.

Please note that we are and will remain liable to perform all the obligations assumed by us under any mandate or other agreement relating to the Blocked Account and that neither the Collateral Agent, any Receiver nor any of their agents will at any time have any liability to you regarding the Blocked Account.

We are not permitted, without the Collateral Agent's prior written consent, to permit or agree to any variation of the terms and conditions relating to the Blocked Account or to close the Blocked Account.

The instructions in this notice may not be revoked or varied without the prior written consent of the Collateral Agent.

This notice is governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to [*identify Collateral Agent officer*] at [*insert address details of Collateral Agent*] with a copy to us at the above address.

Yours faithfully

.....
[*Authorised signatory of Chargor*]

Part 2. Form of Acknowledgement from Account Bank (Blocked Account)

[On the letterhead of the Account Bank]

To: [Collateral Agent]

Attention: [●]

Copy to: [●]

Date: [●]

Dear Sirs

Second supplemental debenture dated [●] (the “Second Supplemental Debenture”) between, among others, [●] (the “Chargor”) and [●] (the “Collateral Agent”)

We confirm receipt from the Chargor of a notice dated [●] (the “Notice”) of the creation of [an assignment/a first fixed charge], pursuant to the terms of the Second Supplemental Debenture, of all the Chargor’s present and future rights and interest in and to account number [●] held with us in the name of [the Chargor] (the “**Blocked Account**”) together with all money from time to time standing to the credit of that Blocked Account, all interest accruing in relation to such Blocked Account and all Related Rights (as defined in the Notice).

We confirm that:

1. the balance on the Blocked Account as at today’s date is £[●];
2. we accept the instructions and authorisations contained in the Notice and undertake to comply with the terms of the Notice;
3. we have not received notice of the creation of any other assignment or security regarding the Blocked Account or of the creation of any third party interest in the Blocked Account or in the sums of money held in the Blocked Account or the debts represented by those sums and we will notify you promptly should we receive any such notice;
4. we do not have and will not in future create, accept or enforce any security interest or right of set-off or combination or other right in respect of the Blocked Account, the sums of money held in the Blocked Account or the debts represented by those sums; and
5. we will not amend the terms or conditions upon which the Blocked Account is operated or close the Blocked Account without your prior written consent (other than in respect of minor or technical matters).

This letter is governed by English law.

Yours faithfully

.....
for and on behalf of
[third party bank]

Schedule 9

FORM OF NOTICE AND ACKNOWLEDGMENT FOR ACCOUNT BANK (GENERAL ACCOUNT)

Part 1. Form of Notice to Account Bank (General Account)

[On the Letterhead of the Chargor]

To: [name and address of third party bank]

Attention: [●]

Copy to: [Collateral Agent details]

Date: [●]

Dear Sirs

Second supplemental debenture dated [●] (the “Second Supplemental Debenture”) between, among others, [●] (the “Chargor”) and [●] (the “Collateral Agent”)

This letter constitutes notice to you that, pursuant to the Second Supplemental Debenture, we have charged (by way of first fixed charge) in favour of the Collateral Agent all our present and future rights and interest in and to account number [●] in our name with you (the “**Account**”) together with all money from time to time standing to the credit of that Account, all interest accruing in relation to such Account and all Related Rights.

In this notice, “**Related Rights**” means, in respect of the Account, all present and future:

1. money and proceeds of any nature paid or payable in relation to the Account, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Account; and
2. all rights and assets of any nature attaching to, deriving from or exercisable as a result of an interest in or ownership or operation of the Account.

We irrevocably instruct and authorise you to:

1. credit to the Account all interest from time to time earned on the sums of money held in the Account;
2. if an enforcement notice has been served pursuant to [Section 7.01(Events of Default)] of the Credit Agreement and the Collateral Agent has given notice in writing to you:
 - 2.1 to disclose to the Collateral Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Collateral Agent may, at any time and from time to time, request you to disclose to it;
 - 2.2 to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Collateral Agent;

- 2.3 to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Collateral Agent at any time and from time to time; and
- 2.4 to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of the Accounts from time to time which you may receive at any time from the Collateral Agent without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

Please note that we are and will remain liable to perform all the obligations assumed by us under any mandate or other agreement relating to the Account and that neither the Collateral Agent, any Receiver nor any of their agents will at any time have any liability to you regarding the Account.

We are not permitted, without the Collateral Agent's prior written consent, to permit or agree to any material variation of the terms and conditions relating to the Account or to close the Account.

Please note, if an enforcement notice has been served pursuant to [Section 7.01 (Events of Default)] of the Credit Agreement, we are not permitted to withdraw any amount from the Account without the prior written consent of the Collateral Agent. We will notify you of the service of such enforcement notice.

For the avoidance of doubt, prior to the service of an enforcement notice pursuant to [Section 7.01 (Events of Default)] of the Credit Agreement, we shall be free to operate the Accounts.

The instructions in this notice may not be revoked or varied without the prior written consent of the Collateral Agent.

This notice is governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to [*identify Collateral Agent officer*] at [*insert address details of Collateral Agent*] with a copy to us at the above address.

Yours faithfully

.....
[*Authorised signatory of Chargor*]

Part 2. Form of Acknowledgement from Account Bank (General Account)

[On the letterhead of the Account Bank]

To: [Collateral Agent]

Attention: [●]

Copy to: [●]

Date: [●]

Dear Sirs

Second supplemental debenture dated [●] (the “Second Supplemental Debenture”) between, among others, [●] (the “Chargor”) and [●] (the “Collateral Agent”)

We confirm receipt from the Chargor of a notice dated [●] (the “Notice”) of the creation of [an assignment/a first fixed charge], pursuant to the terms of the Second Supplemental Debenture, of all the Chargor’s present and future rights and interest in and to account number [●] held with us in the name of [the Chargor] (the “Account”) together with all money from time to time standing to the credit of that Account, all interest accruing in relation to such Account and all Related Rights (as defined in the Notice).

We confirm that:

1. the balance on the Account as at today’s date is £[●];
2. we accept the instructions and authorisations contained in the Notice and undertake to comply with the terms of the Notice;
3. we have not received notice of the creation of any other assignment or security regarding the Account or of the creation of any third party interest in the Account or in the sums of money held in the Account or the debts represented by those sums and we will notify you promptly should we receive any such notice;
4. we do not have and will not in future create, accept or enforce any security interest or right of set-off or combination or other right in respect of the Account, the sums of money held in the Account or the debts represented by those sums; and
5. we will not amend the material terms or conditions upon which the Account is operated or close the Account without your prior written consent (other than in respect of minor or technical matters).

This letter is governed by English law.

Yours faithfully

.....
for and on behalf of
[third party bank]

Schedule 10

FORM OF ACKNOWLEDGEMENT AND ACKNOWLEDGEMENT FOR COUNTERPARTY

Part 1. Form of Notice to Counterparty

[On the letterhead of the Chargor]

To: [Contract counterparty]

Copy to: [Collateral Agent details]

Date: [●]

Dear Sirs

Second supplemental debenture dated [●] between, among others, [●] (the “Chargor”) and [●] (the “Collateral Agent”) (the “Second Supplemental Debenture”)

This letter constitutes notice to you that pursuant to the Second Supplemental Debenture we have assigned to the Collateral Agent by way of security all our present and future rights under or in connection with [insert details of Contract] (the “**Contract**”) (including under any guarantee, warranty or indemnity granted in relation to the Contract) and all Related Rights.

In this notice, “**Related Rights**” means, in respect of the Contract, all present and future:

1. money and proceeds of any nature paid or payable in relation to the Contract, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Contract; and
2. all rights and assets of any nature attaching to, deriving from or exercisable as a result of an interest in or ownership or operation of the Contract.

We irrevocably authorise and instruct you to:

1. disclose to the Collateral Agent without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Contract as the Collateral Agent may at any time request;
2. deal only with the Collateral Agent in relation to the Contract unless you receive written instructions from the Collateral Agent to the contrary;
3. pay all sums from time to time due and payable by you under the Contract in accordance with any written instructions given to you by the Collateral Agent from time to time;
4. [comply with the terms of any written notice or instructions relating to the Contract or the debts represented by such Contracts which you receive from the Collateral 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; and] **OR**
 - [4.1 deal with us in relation to the Contracts; and
 - 4.2 pay to us all sums from time to time due and payable by you under the Contract,

until such time as you receive notice from the Collateral Agent instructing you otherwise (an “**Instruction Notice**”) following which you shall comply with all instructions contained in such Instruction Notice or in any subsequent notice or instructions relating to the Contract or the debts represented by such Contract which you receive from the Collateral 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;]

5. send copies of all notices and communications relating to the Contract to the Collateral Agent as well as to us.

We further instruct you that upon receipt of notice from the Collateral Agent that an enforcement notice has been served pursuant to [Section 7.01 (Events of Default)] of the Credit Agreement:

6. all remedies provided for in the Contract or available at law or in equity are exercisable by the Collateral Agent (provided that the Collateral Agent shall have no greater rights under this notice than we have under the Contract);
7. all rights to compel performance of the Contract are exercisable by the Collateral Agent although the Company shall remain liable to perform all of the obligations assumed by it under the Contract; and
8. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising from the Contract belong to the Collateral Agent to the exclusion of the Chargor.

Please note that we are and will remain liable to perform all the obligations assumed by us under the Contract and that neither the Collateral Agent, any Receiver nor any of their agents will at any time have any liability to you under the Contract.

We are not permitted to agree any amendment (other than in respect of minor or technical matters) or supplement to, or to waive any term of the Contract, or to terminate the Contract or to allow it to lapse [other than where the Contract expires in accordance with its terms and not by reason of default] without the prior written consent of the Collateral Agent.

The instructions in this notice may not be revoked or amended without the prior written consent of the Collateral Agent.

This notice is governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to the Collateral Agent at [address], with a copy to us at the above address.

Yours faithfully

.....
For and on behalf of
[CHARGOR]

Part 2. Form of Acknowledgement from Counterparty

[On the letterhead of the Counterparty]

To: [Collateral Agent]

[Address]

Copy: [Chargor]

Date: [●]

Dear Sirs

Second supplemental debenture dated [●] between, among others, [●] (the “Chargor”) and [●] (the “Collateral Agent”) (the “Second Supplemental Debenture”)

We confirm receipt from the Chargor of a notice dated [●] (the “**Notice**”) of an assignment, pursuant to the terms of the Supplemental Debenture, of all the Chargor’s present and future rights under or in connection with [insert details of Contract] (the “**Contract**”) (including under any guarantee, warranty or indemnity granted in relation to the Contract) and all Related Rights (as defined in the Notice).

We confirm that:

1. we accept the instructions and authorisations contained in the Notice and we undertake to act in accordance with and comply with the terms of the Notice;
2. we have not received notice of the creation of any other assignment of or security over rights or proceeds arising under the Contract in favour of any third party or the creation of any other third party interest in those rights or proceeds and we will notify you promptly should we receive any such notice;
3. we have not claimed or exercised nor do we have any outstanding right to claim or exercise against the Chargor any right of set-off, counter claim or other right relating to the Contract; and
4. we agree that no term of the Contract may be amended, supplemented or waived without your prior written consent (other than in respect of minor or technical matters); and
5. we agree that the Contract may not be terminated or allowed to lapse [other than where the Contract expires in accordance with its terms and not by reason of default] without your prior written consent.

This letter is governed by English law.

Yours faithfully

.....
For and on behalf of
[COUNTERPARTY]

Schedule 11

FORM OF NOTICE AND ACKNOWLEDGEMENT FOR INSURER

Part 1. Form of Notice to Insurer

[On the letterhead of the Chargor]

To: [insert name and address of Insurer]

Copy to: [Collateral Agent details]

Date: [●]

Dear Sirs

Second supplemental debenture dated [●] between, among others, [●] (the “Chargor”) and [●] (the “Collateral Agent”) (the “Second Supplemental Debenture”)

This letter constitutes notice to you that, pursuant to the Second Supplemental Debenture, we have assigned to the Collateral Agent by way of security all amounts payable to us under or in connection with the [describe insurances] (the “Policy”), all our rights in connection with those amounts and all Related Rights.

In this notice, “**Related Rights**” means, in respect of the Policy, all present and future:

1. money and proceeds of any nature paid or payable in relation to the Policy, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Policy; and
2. all rights and assets of any nature attaching to, deriving from or exercisable as a result of an interest in or ownership or operation of the Policy.

We irrevocably authorise and instruct you to:

1. disclose to the Collateral Agent without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policy as the Collateral Agent may at any time request;
2. pay any sums from time to time due and payable by you under the Policy to the Collateral Agent in accordance with any written instructions given to you by the Collateral Agent from time to time;
3. comply with the terms of any notice or instructions relating to the Policy which you receive from the Collateral 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. note on the Policy the Collateral Agent’s interest as first priority assignee of (i) all amounts payable under the Policies; and (ii) all rights in connection with those amounts under the Policy; and
5. send copies of all notices issued under the Policy to the Collateral Agent as well as to us.

Please note that we are and will remain liable to perform all the obligations assumed by us under the Policy and that neither the Collateral Agent, any Receiver nor any of their agents nor any other person will have any liability to you under the Policy.

We are not permitted to agree any amendment or supplement to or to waive any term of the Policy or to terminate any Policy without the prior written consent of the Collateral Agent (other than in respect of minor or technical matters).

The instructions in this notice may not be revoked or amended without the prior written consent of the Collateral Agent.

Please confirm your agreement to the above by sending the attached acknowledgement to the Collateral Agent at [address] with a copy to us at the above address.

This notice is governed by English law.

Yours faithfully

.....
For and on behalf of
[CHARGOR]

Part 2. Form of Acknowledgement from Insurer

[On the letterhead of the Insurer]

To: [Collateral Agent]

[Address]

Copy: [Chargor]

Date: [●]

Dear Sirs

Second supplemental debenture dated [●] between, among others, [●] (the “Chargor”) and [●] (the “Collateral Agent”) (the “Second Supplemental Debenture”)

We acknowledge receipt from the Chargor of a notice dated [●] (the “Notice”) of an assignment, pursuant to the terms of the Second Supplemental Debenture, of (i) all amounts payable to the Chargor under or in connection with the Policy; (ii) all the Chargor’s rights in connection with those amounts; and (iii) all Related Rights, as defined in the Second Supplemental Debenture (as defined in the Notice).

We confirm that:

1. we accept the instructions and authorisations contained in the Notice and undertake to act in accordance with and comply with the terms of the Notice;
2. we have noted your interest as first priority assignee of the amounts and rights, title and interest under the Policy;
3. after receipt of written instructions from the Collateral Agent in accordance with paragraph 2 of the Notice, we will pay all monies to which the Chargor are entitled under the Policy direct to the Collateral Agent (and not to the Chargor) unless the Collateral Agent otherwise agrees in writing;
4. we will not terminate or otherwise allow any of the Policy to lapse without giving you at least 14 days’ prior written notice;
5. we have not received notice of the creation of any other assignment of or any security over rights or proceeds arising under the Policy in favour of any third party or the creation of any other third party interest in those rights or proceeds;
6. we will notify you, the Collateral Agent, at least 14 days before the Policy is due to expire, if we have not received the Chargor’s renewal instructions in relation to such Policy;
7. we agree that no term of the Policy may be amended, supplemented or waived without your prior written consent (other than in respect of minor or technical matters);
8. we agree to notify you if the Chargor breach the terms of any Policy or otherwise gives us grounds to declare any Policy void or voidable and, where the breach is capable of being remedied, to allow you or your agents to remedy the relevant breach; and
9. we have not claimed or exercised, and have no outstanding right to claim or exercise, any right of set-off or counterclaim, or other right, in relation to any sum paid or payable under the Policy.

All terms used in this letter have the same meaning as in the Notice.

This letter is governed by English law.

Yours faithfully

.....
For and on behalf of

[Name of insurance company]

EXECUTION PAGE

CHARGOR

Executed as a deed by
SNOW SOFTWARE LIMITED
acting by a director in the presence of

)
)
)
) Director

Signature of witness:

Witness name: Carol Walker

Witness address:

Executed as a deed by
SNOW SOFTWARE US, INC.
acting by an authorised signatory in the
presence of

)
)
)
) y

Signature of witness

Witness name: Carol Walker

Witness address:

Executed as a deed by
SNOW SOFTWARE, INC.
acting by an authorised signatory in the
presence of

)
)
)
)

Signature of witness

Witness name: Carol Walker

Witness address:

COLLATERAL AGENT

SIGNED on behalf of
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

by



Nichol Stewart

.....
(Authorised signatory)

[Signature page to the Second Supplemental Debenture]