



Registration of a Charge

Company name: **IMMUNOCORE LIMITED**

Company number: **06456207**



X9115YJV

Received for Electronic Filing: **17/11/2020**

Details of Charge

Date of creation: **06/11/2020**

Charge code: **0645 6207 0004**

Persons entitled: **OXFORD FINANCE LUXEMBOURG S.À R.L.**

Brief description: **FIXED CHARGE OVER IMMUNOCORE LIMITED'S INTEREST IN THE FOLLOWING PATENTS AND TRADEMARKS: (1) AUSTRALIAN GRANT NO, 2992321581 GRANTED 5 JUNE 2020, (2) CANADIAN GRANT NO, 2457652 GRANTED 7 AUGUST 2012, (3) CHINESE GRANT NO, 1561343 GRANTED 6 JUNE 2012 ... FOR FURTHER DETAILS OF THE INTELLECTUAL PROPERTY CHARGED, PLEASE REFER TO SCHEDULE 5 OF THE 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: **GREENBERG TRAURIG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6456207

Charge code: 0645 6207 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2020 and created by IMMUNOCORE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th November 2020 .

Given at Companies House, Cardiff on 18th November 2020

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



Companies House



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

DATED 6 NOVEMBER 2020

IMMUNOCORE LIMITED

AS CHARGOR

AND

OXFORD FINANCE LUXEMBOURG S.À R.L.

AS COLLATERAL AGENT

DEBENTURE



GREENBERG TRAUIG, LLP

THE SHARD, LEVEL 8
32 LONDON BRIDGE STREET
LONDON SE1 9SG

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THIS DEED is dated 6 November 2020 and made between:

- (1) **IMMUNOCORE LIMITED**, a company with limited liability and registered in England and Wales (company number 06456207) whose registered office is at 92 Park Drive, Milton Park, Abingdon, Oxfordshire, United Kingdom, OX14 4RY (the "**Chargor**"); and
- (2) **OXFORD FINANCE LUXEMBOURG S.À R.L.**, a Luxembourg private limited liability company (société à responsabilité limitée) with registered office at 2 route d'Arlon, 8008 Strassen, Grand Duchy of Luxembourg and registered with the Luxembourg commercial register under number B243395, acting in respect of its Compartment 1, as security agent and collateral agent (the "**Collateral Agent**").

BACKGROUND

- (A) Pursuant to a Loan Agreement (as defined below) the Lender has agreed to provide to the Borrower (as each term is defined in the Loan Agreement, as defined below) with loan facilities on the terms of the Loan Agreement (as defined below).
- (B) The provision of this Deed is a condition precedent to the obligations of the Lender under the Loan Agreement (as defined below).
- (C) This Deed is given by the Chargor as continuing security for the Secured Liabilities (as defined below).
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a Party (as defined below) may only execute this document under hand.

THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Account Bank" means each of Bank of Scotland plc, HSBC Bank plc and J.P. Morgan Limited or such other bank with which any Account is maintained or opened.

"Accounts" means each of the accounts listed in Schedule 2 as the same may be redesignated, substituted or replaced from time to time, and any other bank account of the Chargor from time to time together with all Related Rights.

"Acknowledgement" means a duly completed acknowledgement of assignment or acknowledgement of charge set out in, as the case may be, Part 2 of Schedule 9, Part 2 of Schedule 10 or Part 2 of Schedule 11.

"Administrator" means any administrator appointed to manage the affairs, business and property of the Chargor under this Deed.

"Assigned Agreements" means the contracts detailed in Schedule 3 and any other contracts from time to time designated as an Assigned Agreement by the Collateral Agent together with all Related Rights in respect of such Assigned Agreements, but excluding the Designated Agreement.

"Assigned Assets" means all of the assets assigned or purported to be assigned under clause 3.2.

"Book Debts" means all present and future book and other debts, revenue and monetary claims (and the proceeds of any debt, revenue or claim) now or in the future due, owing or payable to the Chargor and the benefit of all security, guarantees indemnities and other rights of any kind enjoyed or held by the Chargor in relation to any of them together with all Related Rights. In relation to the Chargor, **"its Book Debts"** means all Book Debts in which it has any rights.

"Charged Property" means all the assets, property and undertaking for the time being subject to the security created by this Deed. Any reference to one or more of the Charged Property includes all or any part of it or each of them.

"Company" means any company whose share capital includes or comprises Investments or which has issued any Investments.

"Default Rate" has the meaning provided for such term in the Loan Agreement.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Collateral Agent.

"Designated Agreement" has the meaning provided for such term in the Loan Agreement.

"Disclosed IP" means the IP jointly owned by the Chargor and Adaptimmune Limited, pursuant to a cross-licence agreement between the Chargor and Adaptimmune Limited, and marked as "IMC + ADT" at Schedule 5.

"Enforcement Event" means the occurrence of an Event of Default (as such term is defined in the Loan Agreement) which is continuing.

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions and all Related Rights. In relation to the Chargor, **"its Equipment"** means all Equipment in which it has any rights.

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

"Fixtures" means in relation to any Real Property all fixtures and fittings (including trade fixtures and fittings) and all fixed plant, machinery and apparatus and other items attached to the relevant Real Property being owned by the Chargor whether or not constituting a fixture at law.

"IA" means the Insolvency Act 1986.

"Indemnified Person" has the meaning given to it in clause 19.

"Insolvency" of a person includes the dissolution, bankruptcy, insolvency, winding-up, liquidation, administration, examination, amalgamation, reconstruction, reorganisation, arrangement, adjustment, administrative or other receivership or dissolution of that person, the official management of all of its revenues or other assets or the seeking of legal and/or court sanctioned protection or relief of debtors and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction.

"Instrument" means any document (including any form of writing) under which any obligation

is evidenced or undertaken or any Lien (or right in any Lien) is granted or perfected or purported to be granted or perfected.

"Insurance Policies" means all contracts, policies of insurance and cover notes of any kind now or in the future taken out by or on behalf of the Chargor or (to the extent of its interest) in which it now or in the future has an interest and all Related Rights, excluding, in each case, any rights under any third party liability insurance and insurance in favour of directors and/or employees. In relation to the Chargor, **"its Insurance Policies"** means all Insurance Policies in which it has any rights (including as loss payee or additional insured).

"Insurance Proceeds" means any monies which may from time to time be payable to or received by the Chargor (whether as an insured party, beneficiary or as loss payee) under any Insurance Policy and the proceeds of all claims made by the Chargor under any Insurance Policy.

"Intellectual Property" means all intellectual property, including the intellectual property listed in Schedule 5, and including all present or future patents, trade marks, service marks, trade names, domain names, designs, copyrights, moral rights, inventions, topographical or similar rights, rights in databases, trade secrets, confidential information and know-how, and any interest in any of these rights, whether or not registered or registrable, including all applications and rights to apply for registration and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world, and all fees, royalties and other rights derived from, or incidental to, these rights together with all Related Rights. In relation to the Chargor, **"its Intellectual Property"** means all Intellectual Property in which it has any rights.

"Investment" means:

- (a) any present and future stocks, shares (including the Specified Investments), securities, certificates of deposit, commercial papers, and other securities and investments of any kind;
- (b) all interests in collective investment schemes;
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b); and
- (d) all Related Rights in each case whether held directly by or by any agent, nominees, fiduciary or clearance system on its behalf and in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Lease" means any lease, tenancy, licence, sub-lease or other occupational right.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court, and the limitations on enforcement imposed by laws relating to insolvency, reorganisation, and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the principle that in certain circumstances any Lien expressed to be granted by way of fixed charge may be re-characterised as a floating charge or any Lien expressed to be

granted by way of assignment may be re-characterised as a charge;

- (d) the principle that the creation or purported creation of Lien over any contract or agreement which is subject to a prohibition against transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach entitling the contracting party to terminate or take other action in relation to such contract or agreement;
- (e) that a court may refuse to give effect to a purported contractual obligation to pay costs imposed upon another party in respect of the costs of any unsuccessful litigation brought against that party or may not award by way of costs all of the expenditure incurred by a successful litigant in proceedings brought before that court;
- (f) similar principles, rights and defences under the laws of any relevant jurisdiction; and
- (g) any other matters which are set out as qualifications or reservations as to matters of law of general application in the legal opinions delivered pursuant to the provisions of the Loan Agreement.

"Liability" means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owned jointly or severally and whether a principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-probability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Lien" any mortgage, charge, assignment, pledge, lien or other security interest securing any obligations of any person or any other agreement or arrangement having the effect of conferring security.

"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

"Loan Agreement" means the loan and security agreement dated on or around the date of this Deed and entered into between, amongst others, the Chargor (as parent and borrower) and the Collateral Agent (as lender and collateral agent).

"Loan Documents" has the meaning given to it in the Loan Agreement, and **"Loan Document"** shall mean any one of them.

"Loan Parties" has the meaning provided for such term in the Loan Agreement and includes the Chargor (and a **"Loan Party"** shall mean any one of them, as the context may require).

"Losses" means all losses, claims, demands, actions, proceedings, damages and other payments, costs, charges, expenses and other liabilities of any kind.

"LPA" means the Law of Property Act 1925.

"Mortgaged Property" means any Real Property which the Chargor purports to mortgage or charge under this Deed pursuant to clause 3.1.1 and 3.1.2.

"Notice of Assignment" means a notice of assignment in or substantially in the form set out in Part 1 of Schedule 9 or Part 1 of Schedule 10.

"Notice of Charge" means a notice of charge in or substantially in the form set out in Part 1 of Schedule 11.

"Party" means a party to this Deed.

"Real Property" means any freehold or leasehold property specified in Part 1 and Part 2 of Schedule 1 and any freehold, leasehold or immovable property situated in England and Wales from time to time (including without limitation all Fixtures from time to time thereon) together with all Related Rights, except, in each case, any Short Leasehold.

"Receiver" means a receiver, receiver and manager or administrative receiver of any or all of the Charged Property appointed by the Collateral Agent under this Deed whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time.

"Regulation" has the meaning given to it in paragraph 9 of Schedule 7.

"Related Rights" means in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, contract of insurance, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) any monies and proceeds paid or payable in respect of that asset; and
- (e) in relation to any Investment, any right against any clearance system and any rights against any institution or under any agreement.

"Restrictions Notice" means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

"Secured Liabilities" means all present and future Liabilities of the Loan Parties to the Secured Parties under the Loan Documents (including, without limitation, all Liabilities arising out of any extension, variation, modification, restatement or novation (however fundamental)) but excluding any money, obligation or liability which would cause the covenant set out in clause 2 or the security which would otherwise be constituted by this Deed to be unlawful or prohibited by any applicable law or regulation.

"Secured Party" means the Collateral Agent, each Lender (as defined in the Loan Agreement), a Receiver or any Delegate.

"Security Period" means the period starting on the date of this Deed and ending on:

- (a) the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) the date on which the Lenders have ceased to have any commitment, obligation or other liability (whether actual or contingent) to make any credit or provide any other financial accommodation to the Borrower under any Finance Document.

"Short Leasehold" means any Lease for a term of less than seven years unexpired at the date of acquisition of the lease (whether registered or unregistered) owned by the Chargor.

"Specified Investments" means the shares identified in Schedule 6 (if any) and all other shares in the issuing companies named in Schedule 6 now or in the future legally or beneficially owned by the Chargor and/or any nominee on its behalf.

"Unpaid Sum" means any sum due and payable but unpaid by the Loan Parties under the Finance Documents.

"Warning Notice" means a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction

1.2.1 Terms defined in the Loan Agreement but not in this Deed shall have the same meaning in this Deed as in the Loan Agreement.

1.2.2 In addition, in this Deed, any reference to:

- (a) **"assets"** includes present and future properties, undertakings, revenues, rights and benefits of every description (and any reference to a particular type or category of assets includes any present or future assets of that type or category);
- (b) an **"amendment"** includes a supplement, restatement, variation, novation or re-enactment (and **"amended"** shall be construed accordingly);
- (c) an **"authorisation"** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- (d) **this Deed** includes the schedules which form part of this Deed for all purposes;
- (e) a **"disposal"** includes any lease, licence, transfer, sale or other disposal of any kind (with related words being construed accordingly);
- (f) any **Loan Document**, other **Instrument** or other **document** is to that Loan Document, other Instrument or other document as supplemented, otherwise amended, replaced or novated from time to time (however fundamental that amendment, novation or replacement may be, even if it involves increased, new, additional and/or replacement facilities or an increase in any other amount or rate);
- (g) one **gender** shall include a reference to the other genders and words in the **singular** shall include the plural (and vice versa);
- (h) **"including"** means **"including without limitation"** (with related words being construed accordingly), **"in particular"** means **"in particular but without limitation"** and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
- (i) a **"Party"** or other **"particular person"** includes its successors in title, permitted assignees and permitted transferees in accordance with their respective interests; and this Deed shall be enforceable notwithstanding any change in the constitution of the Collateral Agent, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person;
- (j) **"person"** includes any individual, firm, company or other corporation, unincorporated body of persons, government, state or any agency of a

person, any association, trust or partnership (whether or not having separate legal personality) or two or more of them;

- (k) a "**right**" includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future (and any reference to rights in a particular asset or type or category of assets includes any rights in the proceeds of any disposal of that asset or any assets within that type or category);
- (l) "**regulation**" includes any regulation, rule, official directive, notice, request, code of practice, guideline, demand or decision (in each case whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (m) a "**statute**" or "**statutory provision**" includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed;
- (n) "**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);
- (o) "**this security**" means the Lien constituted by or purported to be constituted by or pursuant to this Deed;
- (p) an Event of Default (as such term is defined in the Loan Agreement) is "**continuing**" if it has not been waived in writing; and
- (q) references to "**USD**", "**\$**" or "**Dollars**" shall be references to the lawful currency of the United States.

1.2.3 The index and clause, schedule and paragraph headings are for ease of reference only and shall not affect the interpretation of this Deed.

1.2.4 If there is any inconsistency between the terms of this Deed and those of the Loan Agreement, the terms of the Loan Agreement shall prevail.

1.3 **Secured Liabilities not paid if avoided**

If the Collateral Agent considers (acting reasonably) that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided, or otherwise set aside, on the Insolvency of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 **Charges and mortgages**

A reference in this Deed to a "**charge**" or "**mortgage**" of any land includes:

- 1.4.1 all buildings and Fixtures (including trade and tenant's fixtures) which are, at any time, situated on that land;
- 1.4.2 the proceeds of sale of any part of that land; and

- 1.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that land, or any monies paid or payable in respect of those covenants.

1.5 Incorporation of terms

- 1.5.1 For the purposes of section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any other of the Finance Documents and of any side letters between any Parties in relation to such Finance Documents are incorporated in this Deed.
- 1.5.2 For the purposes only of Rule 139 of the Land Registration Rules 1925 (as amended), the Loan Agreement does not form part of the terms and conditions of this Deed.

1.6 Third party rights

Other than a Receiver, an Indemnified Person, any delegate and in relation to clause 21, a Secured Party, save where the contrary appears, a person who is not a Party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed. The consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.7 Perpetuity period

The perpetuity period applicable to all trusts declared by this Deed shall be 125 years.

1.8 Trust

The Collateral Agent holds the benefit of this Deed, including the security created or purported to be created and the rights granted in it to the Collateral Agent or any Secured Party, on trust for the Secured Parties on the terms set out in this Deed.

1.9 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Deed and the Collateral Agent may appoint an Administrator of the Chargor pursuant to that paragraph.

2. PAYMENT OF SECURED LIABILITIES

2.1 Covenant to pay

The Chargor shall, on demand, pay to the Collateral Agent and discharge the Secured Liabilities when they become due in accordance with the provisions of the Loan Agreement.

2.2 Interest

Any amount which is not paid under this Deed when due shall bear interest at the Default Rate (both before and after judgment and payable on demand) from its due date up to the date of a final payment, such interest to accrue at a daily basis in accordance with the provisions of the Loan Agreement.

3. GRANT OF SECURITY

3.1 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges in favour of the Collateral Agent, but in each case, excluding the Designated Agreement:

- 3.1.1 by way of first legal mortgage the Real Property specified in Part 1 and Part 2 of Schedule 1 now belonging to it;
- 3.1.2 to the extent not subject to a mortgage under clause 3.1.1, by way of first fixed equitable charge, all Real Property now belonging to it and all other Real Property acquired by it in the future;
- 3.1.3 by way of first fixed charge, all its present and future right, title and interest in:
 - (a) **Licences:** any licences, guarantees, rents, deposits, contracts, covenants and warranties relating to its Real Properties and all of its rights in any authorisations (statutory or otherwise) held in connection with its business or the use of any other Charged Property;
 - (b) **Goodwill:** all present and future goodwill and all uncalled capital and all of its rights to future calls in respect of capital;
 - (c) **Equipment:** any Equipment (except to the extent mortgaged under clause 3.1.1);
 - (d) **Intellectual Property:** any Intellectual Property;
 - (e) **Book Debts:** all of its rights in its Book Debts;
 - (f) **Investments:** all Investments (including the Specified Investments);
 - (g) **Insurance Policies:** all Insurance Policies and any Insurance Proceeds;
 - (h) **Bank accounts:** all of its rights in all monies from time to time standing to the credit in any Account and the indebtedness represented by them; and
 - (i) **Other documents:** to the extent that any of the Assigned Assets are not effectively assigned under clause 3.2 or such rights have been effectively assigned but have not been perfected by the service of the appropriate notice, by way of first fixed charge, those Assigned Assets.

3.2 Assignments

- 3.2.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns absolutely (subject to a proviso for reassignment on redemption) to the Collateral Agent all its present and future right, title and interest in and to the benefit of all the Assigned Agreements and the benefit of any guarantee or Lien for the performance of the Assigned Agreements.
- 3.2.2 For the avoidance of doubt, the Chargor will remain at all times liable in respect of all of its obligations under each of the Assigned Agreements to the same extent as if this security had not been created and neither the Collateral Agent, any other Secured Party will be under any obligation or liability to any Chargor or to any other

person under or in respect of any Assigned Agreements.

3.3 **Non-Assignable Rights or charged**

The Chargor declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in clause 3.2 (*Assignments*) cannot be or is not effectively assigned pursuant to clause 3.2 (*Assignments*) or charged pursuant to clauses 3.1 to 3.3 for whatever reason, the Chargor shall:

- 3.3.1 promptly notify the Collateral Agent of the same and the reasons why such asset is not capable of assignment or charging;
- 3.3.2 the Lien under this Deed shall exclude any right, title, interest or benefit in respect of such asset and the Chargor shall hold the benefit of the same on trust for the Collateral Agent as security for the payment and discharge of the Secured Liabilities; and
- 3.3.3 take such steps as the Collateral Agent may, subject to the provisions of the Loan Agreement, reasonably require to remove such impediment to such assignment or fixed charge.

3.4 **Floating charge**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Collateral Agent, by way of first floating charge, all of its undertaking, property, rights and assets both present and future, including those assets not effectively mortgaged, charged or assigned under clauses 3.1 and 3.2, but excluding the Designated Agreement.

3.5 **Crystallisation of the floating charge**

- 3.5.1 The floating charge created by the Chargor in clause 3.4 shall automatically and immediately (without notice) be converted into a fixed charge over all assets subject to the floating charge if the Chargor:
 - (a) creates, or attempts to create, a Lien without the prior written consent of the Collateral Agent or as is otherwise permitted pursuant to the Loan Documents over all or any part of the Charged Property;
 - (b) disposes of all or any part of the Charged Property contrary to paragraph 2 of Part 1 of Schedule 8;
 - (c) a Receiver is appointed over all or any of the Charged Property that is subject to the floating charge;
 - (d) any person levies any distress, attachment, execution or other process against all or any part of the Charged Property; or
 - (e) the Collateral Agent receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Chargor or if the Chargor is wound up or has an administrator appointed.
- 3.5.2 The floating charge created under this Deed 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 Part A1 of the Insolvency Act 1986.

3.5.3 The Collateral Agent may, in its sole discretion, at any time by written notice to the Chargor, convert the floating charge created by the Chargor in clause 3.4 into a fixed charge as regards all or any part of the Charged Property (as specified either generally or specifically in such written notice) subject to the floating charge if:

- (a) an Enforcement Event has occurred;
- (b) the Collateral Agent considers that any Charged Property may be in danger of being seized or sold pursuant to any form of legal process or otherwise is in jeopardy; or
- (c) the Collateral Agent reasonably considers that it is necessary or desirable to protect the priority, value and enforceability of the security.

3.5.4 Nothing in this clause 3.5 shall affect the crystallisation of the floating charge created by the Chargor under applicable law and regulation.

3.5.5 Any notice given under clause 3.5.3 in relation to an asset shall not be construed as a waiver or abandonment of the Collateral Agent's right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Deed or any other Finance Document.

3.6 **Assets acquired after crystallisation**

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Collateral Agent confirms in writing to the contrary) be charged to the Collateral Agent by way of first fixed charge.

4. **NOTICE OF ASSIGNMENT AND FURTHER ASSURANCE**

4.1 **Notice of assignment**

The Chargor shall (and in respect of assets acquired hereafter, promptly upon a request from the Collateral Agent), give notice of the assignment effected pursuant to clause 3.2 by sending a Notice of Assignment (with a copy to the Collateral Agent) in relation to each Assigned Agreement, to each debtor or obligor party to such Assigned Agreement *provided that* an Enforcement Event has occurred or the Collateral Agent, acting in good faith, considers that it is necessary to protect the priority, value or enforceability of the security.

4.2 **Notice of Charge**

The Chargor shall, as soon as possible, give notice pursuant to clause 3.1.3 by sending a Notice of Charge (with a copy to the Collateral Agent) in relation to the Accounts listed in Schedule 2 to each relevant Account Bank, and in any event, within three Business Days (as defined in the Loan Agreement) of execution of this Deed and in relation to any Accounts opened after the date of this Deed to each relevant Account Bank, as soon as possible, and in any event, within three Business Days (as defined in the Loan Agreement) of such Account(s) being opened.

4.3 **Acknowledgement**

The Chargor shall use reasonable endeavours, for a period of no less than 28 days of the date of the relevant Notice of Assignment or Notice of Charge, to procure that the recipient thereof acknowledges the same in substantially the same form of the relevant Acknowledgement (or in such other form as the Collateral Agent shall agree (acting reasonably)). For the avoidance of doubt, following lapse of the 28 day period, the obligation of the Chargor set out in the preceding sentence shall cease to have any effect.

4.4 **Assigned Assets**

The Collateral Agent shall not be obliged to take any steps necessary to preserve any of the Assigned Assets, or to enforce any term of the Assigned Agreement against any person, or to make any enquiries as to the nature of sufficiency of any payments received by it under that Deed.

4.5 **Further assurance**

4.5.1 The Chargor shall promptly (and shall ensure that its nominee(s) shall), at the reasonable request of the Collateral Agent and at its own cost, do all acts and things and execute any Instrument or other documents (including any legal or other mortgages, charges or transfers) in favour of the Collateral Agent in such form as the Collateral Agent may reasonably require and otherwise do any acts and things, as the Collateral Agent may reasonably request from time to time:

- (a) for giving effect to, improving, perfecting (including the priority of it), preserving or protecting the Collateral Agent's security over the Charged Property created (or intended to be created) by this Deed; or
- (b) to facilitate the realisation or enforcement of, or exercise any of the rights and powers conferred on of the Collateral Agent or any other Secured Party or any Receiver in relation to, the security over the Charged Property created (or intended to be created) by this Deed.

4.5.2 The obligations of the Chargor under this clause 4.5 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Deed by virtue of section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 (as extended or otherwise varied by this Deed).

5. **REPRESENTATIONS AND WARRANTIES**

The Chargor represents and warrants to the Collateral Agent in the terms set out in Schedule 7.

6. **COVENANTS**

The Chargor covenants with the Collateral Agent in the terms set out in Schedule 8.

7. **PEOPLE WITH SIGNIFICANT CONTROL**

7.1 The Chargor covenants and agrees with the Collateral Agent that until the end of the Security Period, it shall comply with any notice served on it pursuant to Part 21A of the Companies Act 2006 and within the timeframe specified in the notice.

7.2 The Chargor represents and warrants to the Collateral Agent on the date of this Deed that no Warning Notice or Restrictions Notice has been issued to it in respect of the Investments charged pursuant to this Deed.

8. ENFORCEMENT

8.1 This security shall become immediately enforceable if an Enforcement Event occurs.

8.2 After the security has become enforceable, the Collateral Agent may in its absolute discretion enforce all or any of its rights under this Deed as it thinks fit. In particular, it may without further notice, exercise in relation to the Charged Property:

8.2.1 the power of sale and all other powers conferred on mortgagees by the LPA (or otherwise by law) or on an administrative receiver by the IA, in either case as extended or otherwise amended by this Deed;

8.2.2 to the extent that clause 9 applies, the power to appropriate the Charged Property in or towards the payment and discharge of the Secured Liabilities in accordance with clause 9.2; and

8.2.3 (without first appointing a Receiver) any or all of the rights which are conferred by this Deed (whether expressly or by implication) on a Receiver, including those relating to Leases set out in clause 11.2.4.

8.3 LPA provisions

8.3.1 The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of s101 LPA immediately on the execution of this Deed.

8.3.2 s93(1) LPA and s103 LPA shall not apply to this Deed or to any exercise by the Collateral Agent of its right to consolidate mortgages or its power of sale.

8.3.3 Any powers of leasing conferred on the Collateral Agent by law are extended so as to authorise the Collateral Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Collateral Agent may think fit and without the need to comply with any restrictions conferred by law (including under s99 or s100 of the LPA).

8.4 Protection of third parties

8.4.1 No purchaser, mortgagee or other person dealing with a Receiver or the Collateral Agent shall be bound to enquire whether its right to exercise any of its rights has arisen or become exercisable, or be concerned as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with that Receiver or the Collateral Agent.

8.4.2 All of the protection to purchasers contained in ss104 and 107 LPA and s42(3) IA shall apply to any person purchasing from or dealing with a Receiver or the Collateral Agent as if the Secured Liabilities had become due and the statutory powers of sale and the appointment of a Receiver in relation to the Charged Property had arisen on the date of this Deed.

8.5 Privileges

Each of the Collateral Agent and any Receiver is entitled to all the rights, powers privileges and immunities conferred by law (including the LPA) or mortgagees and receivers duly appointed under any law (including the LPA).

8.6 Delegation

- 8.6.1 The Collateral Agent and a Receiver may delegate to any person or persons all or any of the rights which are exercisable by it under this Deed. A delegation under this clause may be made in any manner (including by power of attorney) and on any terms (including power to sub-delegate) which the Collateral Agent or Receiver may think fit.
- 8.6.2 A delegation under clause 8.6.1 shall not preclude the subsequent exercise of those rights by the Collateral Agent or Receiver itself nor preclude the Collateral Agent or Receiver from making a subsequent delegation of them to another person or from revoking that delegation.
- 8.6.3 Neither the Collateral Agent nor a Receiver shall be liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

8.7 No liability

None of the Collateral Agent, any Receiver, any delegate or any Administrator shall be liable as a mortgagee in possession or otherwise to account in relation to all or any part of the Charged Property for any loss on realisation or for any other action, default or omission for which it or he might be liable.

9. RIGHT OF APPROPRIATION

9.1 Application of right of appropriation

This clause 9 applies to the extent the Charged Property constitute "**financial collateral**" and this Deed constitutes a "**financial collateral arrangement**" (within the meaning of the Financial Collateral Regulations).

9.2 Exercise of right of appropriation

If and to the extent that this clause 9 applies, the Collateral Agent may appropriate the Charged Property in or towards the Secured Liabilities. If the Collateral Agent exercises its right of appropriation then it shall for these purposes value:

- 9.2.1 any relevant bank account and the amount standing to the credit of that account, together with any accrued interest not credited to the account, at the time of the appropriation; and
- 9.2.2 if it is listed or traded on a recognised exchange, its value will be the amount for which it could have been sold on the exchange on the date of appropriation; and
- 9.2.3 any other relevant Charged Property by reference to an independent valuation or other procedure determined by the Collateral Agent at the time of the appropriation,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use. The Chargor agrees that any method of valuation provided for in this clause 9.2 is commercially reasonable for the purposes of the Financial Collateral Regulations.

10. **DIVIDENDS AND VOTING RIGHTS**

10.1 **Before enforcement**

Before the occurrence of an Enforcement Event:

10.1.1 the Chargor shall:

- (a) be entitled to all dividends, interest and other monies paid on and received by it in respect of the Chargor's Investments; and
- (b) subject to clause 10.1.2 exercise all voting and other rights attached to the Chargor's Investments.

10.1.2 the Chargor shall not:

- (a) exercise any rights attached to the Investments in any manner which could reasonably be expected to materially prejudice or jeopardise this security;
- (b) act in a way which is in breach of any Loan Document to which it is a party or which could be reasonably likely to materially adversely affect the interests of the Secured Parties in respect of the validity or enforceability of the charged Investments; and
- (c) without the prior written consent of the Collateral Agent, agree to any variation of the rights attaching to the Investments, participate in any rights issue, elect to receive or vote in favour of receiving any dividend other than in the form of cash or participate in any resolution concerning a winding-up, liquidation or administration, in each case, which would be reasonably likely to materially adversely affect the interests of the Secured Parties.

10.2 **After enforcement**

After the occurrence of an Enforcement Event:

10.2.1 the Collateral Agent and its nominee(s) may at the Collateral Agent's discretion (and in the name of the Chargor or otherwise), exercise all voting and other rights and powers attached to the Investments which may be exercised by a person in whose name the Investments are registered and the Chargor shall procure that its nominee(s) shall, comply with any directions the Collateral Agent and its nominee(s) may in its absolute discretion, give concerning the exercise of those rights and powers; and

10.2.2 all dividends, interest and other monies or distributions paid (or to be received) in respect of the Investments and received by or on behalf of the Chargor shall be held on trust for the Collateral Agent and, if requested by the Collateral Agent, forthwith paid into an account designated by the Collateral Agent or, if received by the Collateral Agent, may be applied by the Collateral Agent as though they were the proceeds of sale.

11. **APPOINTMENT OF RECEIVER**

11.1 **Appointment of Receiver**

Without prejudice to any statutory or other powers of appointment of the Collateral Agent under the LPA as extended by this Deed or otherwise, at any time after this security has become

enforceable or if the Chargor so requests in writing at any time the Collateral Agent may without further notice to any Chargor do any of the following:

- 11.1.1 appoint by deed or otherwise (acting through a duly authorised officer) any one or more persons qualified to act as a Receiver to be a Receiver of all or any part of the Charged Property;
- 11.1.2 either at the time of appointment or any time after that appointment fix his or their remuneration (without being limited by the maximum rate specified in s109(6) LPA); and
- 11.1.3 (except as otherwise required by statute) remove any Receiver and appoint another or others in his or their place.

11.2 Powers of Receiver

Every Receiver shall have in relation to the Charged Property (every reference in this clause 11.2 to "**Charged Property**" being a reference only to all or any part of the Charged Property in respect of which that Receiver was appointed) the powers granted by the LPA to any receiver appointed under it or to any mortgagor or mortgagee in possession and (whether or not the Receiver is an administrative receiver) the powers granted by the IA to any administrative receiver, all as varied and extended by this Deed. In addition, but without limiting the preceding sentence, every Receiver shall have power to do the following:

- 11.2.1 **Collection:** enter on, take possession of, collect and get in the Charged Property and collect and get in all rents and other income whether accrued before or after the date of his appointment and for those purposes make any demands and take any actions or other proceedings which may seem to him expedient;
- 11.2.2 **Compliance with Deed:** comply with and perform all or any of the acts, matters, omissions or things undertaken to be done or omitted by the Chargor under this Deed;
- 11.2.3 **Management of business:** carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Chargor or any part of it in such manner as he shall in his discretion think fit;
- 11.2.4 **Dealing with Charged Property:** sell or otherwise dispose of the Charged Property, grant Leases, licences, easements, rights or options over or in respect of them and surrender, accept the surrender or vary any Lease, agreement or arrangement relating to them or otherwise agree to any such dealing. This power may be exercised without the need to comply with s99 and s100 LPA. Any disposal or other dealing under this clause 11.2.4 may be effected in the manner and on the terms which he thinks fit, for consideration consisting of cash, Deeds or other obligations, shares or other valuable consideration and this consideration may be payable in a lump sum or by instalments spread over a period as he may think fit;
- 11.2.5 **Severance of assets:** sever from the premises to which they are annexed and sell separately (in accordance with clause 11.2.4) any plant, machinery or fixtures;
- 11.2.6 **Upkeep of Charged Property:** repair, decorate, furnish, maintain, alter, improve, replace, renew or add to the Charged Property as he shall think fit and effect, maintain, renew or increase indemnity insurance and other insurances and obtain bonds;

- 11.2.7 **Dealing with third parties:** appoint or dismiss officers, employees, contractors or other agents and employ professional advisers and others on such terms (as to remuneration and otherwise) as he may think fit;
- 11.2.8 **Agreements:** perform, repudiate, terminate, amend or enter into any arrangement or compromise any contracts or agreements which he may consider expedient;
- 11.2.9 **Proceedings:** settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes which may arise in connection with the business of the Chargor or the Charged Property and bring, prosecute, defend, enforce, compromise, submit to and discontinue any actions, suits, arbitrations or other proceedings;
- 11.2.10 **Uncalled capital:** make calls on the shareholders of the Chargor in respect of any of its uncalled capital;
- 11.2.11 **Rights in connection with Charged Property:** exercise or permit the Chargor or any nominee of the Chargor to exercise any rights incidental to the ownership of the Charged Property in such manner as he may think fit;
- 11.2.12 **Subsidiaries:** form a subsidiary or subsidiaries of the Chargor and transfer, lease or license to it or them or any other person the Charged Property on such terms as he may think fit;
- 11.2.13 **Assets and rights:** purchase, lease, hire or otherwise acquire any assets or rights of any description which he shall consider necessary or desirable for the carrying on, improvement or realisation of the Charged Property or the business of the Chargor or otherwise for the benefit of the Charged Property;
- 11.2.14 **Landlord and tenant powers:** exercise any rights conferred on a landlord or a tenant by any applicable law or regulation in relation to the Charged Property;
- 11.2.15 **Raising money:** in the exercise of any of the rights conferred on him by this Deed or for any other purpose to raise and borrow money either unsecured or secured and either in priority to, *pari passu* with or subsequent to this security and generally on such terms as he may think fit;
- 11.2.16 **Receipts and discharges:** give valid receipts for all monies and execute all discharges, assurances and other documents which may be proper or desirable for realising the Charged Property and redeem, discharge or compromise any Lien whether or not having priority to the security or any part of it;
- 11.2.17 **All other acts:** execute and do all such other acts, things and documents as he may consider necessary or desirable for the realisation or preservation of the Charged Property or incidental or conducive to any of the rights conferred on or vested in him under or by virtue of this Deed or otherwise and exercise and do in relation to the Charged Property, and at the cost of any Chargor, all the rights and things which he would be capable of exercising or doing if he were the absolute beneficial owner of the same; and
- 11.2.18 **Name of Chargor:** use the name of any Chargor or his own name to exercise all or any of the rights conferred by this Deed.

11.3 **Agent of the Chargor**

Any Receiver appointed under this Deed whether acting solely or jointly shall be deemed to be the agent of the Chargor and to be in the same position as a receiver appointed under the LPA and the Chargor shall be solely responsible for his acts, omissions, defaults, losses and misconduct and for his remuneration and the Collateral Agent shall not be in any way liable or responsible either to any Chargor or to any other person for any Receiver.

11.4 **Joint appointment**

If at any time two or more persons have been appointed as Receivers of the same Charged Property, each one of those Receivers shall be entitled to exercise individually all of the rights conferred on Receivers under this Deed to the exclusion of the other or others in relation to any of the Charged Property in respect of which he has been appointed unless the Collateral Agent shall state otherwise in the document appointing him.

11.5 **Relationship with Collateral Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or implicitly) or by law on a Receiver may after this security become enforceable be exercised by the Collateral Agent in relation to the Charged Property without first appointing a Receiver or notwithstanding the appointment of a Receiver.

11.6 **Personnel**

The Collateral Agent may, by writing under its hand and to the extent it is lawful, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in place of any Receiver whose appointment may for any reason have terminated.

12. **APPOINTMENT OF ADMINISTRATOR**

12.1 **Appointment of Administrator**

12.1.1 The Collateral Agent may without notice appoint any one or more persons to be an administrator of the Chargor pursuant to Schedule B1, paragraph 14 IA at any time after an Enforcement Event has occurred.

12.1.2 Clause 12.1.1 shall not apply to the Chargor if Schedule B1, paragraph 14 IA does not permit an administrator of the Chargor to be appointed.

12.1.3 Any appointment under clause 12.1.1 shall be in writing signed by a duly authorised officer of the Collateral Agent.

12.2 **Replacement of an Administrator**

The Collateral Agent may (subject to any necessary approval from the court) end the appointment of any Administrator by notice in writing signed by a duly authorised officer and appoint under clause 12.1 a replacement for any Administrator whose appointment ends for any reason.

13. **APPLICATION OF PROCEEDS**

13.1 **Order of priority**

Any monies received by the Collateral Agent or any Receiver under this Deed or under the rights conferred by this Deed shall, after the occurrence of an Enforcement Event (subject to

payment of any claims having priority to this security) and by way of variation of the provisions of the LPA to be applied in the following order, but without prejudice to the right of the Collateral Agent to recover any shortfall from any Chargor:

- 13.1.1 where applicable, in payment of all Losses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers;
- 13.1.2 where applicable, in payment of the Receiver's remuneration at such rate as may be agreed with the Collateral Agent;
- 13.1.3 in accordance with the Loan Agreement in or towards discharge of the Secured Liabilities; and
- 13.1.4 if the Chargor is not under any further actual or contingent liability under any Loan Document, in payment of the surplus (if any) to the person or persons entitled to it.

13.2 **Insurance Proceeds**

All monies received by the Chargor by virtue of any Insurance Policies on the Charged Property, whether or not effected under this Deed, shall be deemed part of the Charged Property and shall be applied in accordance with clause 6.5 (*Insurance*) of the Loan Agreement.

14. **EFFECTIVENESS OF SECURITY**

14.1 **Continuing security**

This Deed and the security constituted by this Deed shall be continuing security for the Secured Liabilities, despite any settlement of account or intermediate payment or discharge in whole or in part and shall extend to the ultimate balance due at any time from the Chargor to the Secured Parties under the Finance Documents.

14.2 **Additional security**

This Deed and the security constituted by or pursuant to this Deed shall be cumulative in addition to, and independent of every, and shall not be prejudiced by any other Lien, guarantee, indemnity or suretyship which the Collateral Agent or any other Secured Party may, at any time, hold for any of the Secured Liabilities. No prior Lien held by the Collateral Agent or any other Secured Party over the whole or any part of the Charged Property shall, by virtue of the entry into this Deed, merge in the security created by this Deed.

14.3 **Waiver of defences**

The liabilities and obligations of the Chargor under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by any act, omission, matter or thing which, but for this clause 14.3, would reduce, release or prejudice any of its liabilities and obligations under this Deed, including (whether or not known to it or the Collateral Agent):

- 14.3.1 any time, waive or consent granted to, or composition with, any Loan Party or any other person;
- 14.3.2 the release of any Loan Party or any other person under the terms of any composition or arrangement with any creditor of any Loan Party;
- 14.3.3 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 Loan Party 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;

- 14.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Loan Party or any other person;
- 14.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 14.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
- 14.3.7 any act, omission or circumstance which but for this clause 14.3, might operate to discharge, release, reliance, extinguish, impair or otherwise affect any of the obligations of the Chargor under this Deed or any of the rights and remedies of the Collateral Agent or any security; or
- 14.3.8 any Insolvency of any Loan Party.

14.4 **Immediate Recourse**

The Chargor waives any right it may have of first requiring the Collateral Agent or any other Secured Party to enforce any Lien or other rights or claim any payment from or otherwise proceed against any other person before enforcing this Deed against the Chargor. This waiver applies irrespective of any applicable law and regulation or any provision of any Loan Document to the contrary.

14.5 **Discretion in enforcement**

Until the expiry of the Security Period, the Collateral Agent or any Receiver may:

- 14.5.1 refrain from applying or enforcing any other monies, security or other rights held or received by it in respect of the Secured Liabilities or apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- 14.5.2 hold in an interest-bearing suspense account any monies received from the Chargor or on account of the Secured Liabilities.

14.6 **Non-Competition**

Unless:

- 14.6.1 all amounts which may be or become payable by the Loan Parties under or in connection with the Loan Documents have been irrevocably paid in full; or
- 14.6.2 the Collateral Agent otherwise directs, the Chargor shall not, after a claim has been made or by virtue of any payment or performance by it under this Deed:
 - (a) be subrogated to any rights, security or moneys held, received or receivable by any Secured Party (or any agent or agent on its behalf);
 - (b) be entitled to any right of contribution or indemnity in respect of any payment

made or moneys received on account of any Chargor's liability under this clause;

- (c) claim, rank, prove or vote as a creditor of any Loan Party or its estate in competition with any Secured Party (or any Agent or Agent on its behalf); or
- (d) receive, claim or have the benefit of any payment, distribution or security from or on account of the Loan Parties, or exercise any right of set-off as against the Loan Parties.

The Chargor must hold in trust for and must immediately pay or transfer to the Collateral Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this clause or in accordance with any directions given by the Collateral Agent under this clause.

14.7 **Subsequent Security**

At any time following:

- 14.7.1 the Collateral Agent or any other Secured Party's receipt of notice (either actual or constructive) of any subsequent Lien affecting the Charged Property;
- 14.7.2 the Insolvency of the Chargor; or
- 14.7.3 any disposal of all, or any, of the Charged Property in breach of paragraph 2 of Part 1 of Schedule 8,

any Secured Party may open a new account or accounts in the name of the Chargor (whether or not it permits any existing account to continue). If a Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so at the time when the notice was received or was deemed to have been received or, as the case may be, the Insolvency commenced or the assignment or transfer occurred and from that time all payments made by the relevant Chargor to, the Secured Party or received by the Secured Party for the account of the relevant Chargor shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Deed at the time when the Secured Party received or was deemed to have received that notice or, as the case may be, the Insolvency commenced or the assignment or transfer occurred.

15. **RELEASE AND RETENTION OF SECURITY**

15.1 **Release of Security**

Subject to clause 15.2 and 15.3, following the expiry of the Security Period and at the request and cost of the Chargor, the Collateral Agent shall, as soon as reasonably practicable after receipt of that request, release and discharge this security and re-assign the assets assigned to the Collateral Agent under this Deed to the Chargor (or as it shall direct), at all times without recourse, representation or warranty and the rights of any person having prior rights over those assets. Any release or discharge of this security or re-assignment shall not release or discharge the Chargor from any liability to the Collateral Agent or any other Secured Party for the Secured Liabilities or any other monies which exists independently of this Deed.

15.2 **Reinstatement**

- 15.2.1 Any release, settlement, discharge, re-assignment or arrangement (in this clause 15, a "**release**") made by the Collateral Agent on the faith of any assurance,

security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to Insolvency.

- 15.2.2 If any avoidance, reduction or clawback occurs or order is made as referred to in clause 15.2.1, then the release given by the Collateral Agent shall have no effect and shall not prejudice the right of the Collateral Agent to enforce this security in respect of the Secured Liabilities. As between the relevant Chargor and the Collateral Agent, this security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Collateral Agent as security for the Secured Liabilities.

15.3 **Redemption**

The Collateral Agent may at any time:

- 15.3.1 redeem, or procure the transfer to itself of, any prior Lien over any Charged Property; or
- 15.3.2 settle and pass the accounts of the holder of any prior Lien. Any accounts so settled and passed shall be conclusive and binding on the Chargor.

15.4 **Costs of redemption**

All principal monies, interest, costs, expenses and other amounts incurred in and incidental to any redemption or transfer under clause 15.3 shall be paid by the Chargor to the Collateral Agent on demand, in each case together with interest calculated in the manner referred to in clause 18.

16. **POWER OF ATTORNEY**

16.1 **Appointment**

The Chargor irrevocably and by way of security appoints the Collateral Agent and any Receiver and every delegate referred to in clause 8.6 and each of them jointly and also severally to be its attorney (with full powers of substitution and delegation) and in its name or otherwise and on its behalf and as its act and deed to execute, deliver and perfect all Instruments and other documents and do any other acts and things the Chargor is required to do under this Deed but which it has failed to do following not less than 10 Business Days' prior written notice, *provided that* the Collateral Agent may take any such action earlier (i) upon an Enforcement Event, or (ii) immediately if necessary to perfect or continue the perfection of Collateral Agent's security interest in the Charged Property in accordance with the provisions of this Deed:

- 16.1.1 to carry out any obligation imposed on it by this Deed or any other agreement binding on the Chargor to which the Collateral Agent is a Party (including the execution and delivery of any mortgages, deeds, charges, assignments or other transfers of the Charged Property);
- 16.1.2 to carry into effect any disposal or other dealing by the Collateral Agent or any Receiver;
- 16.1.3 to convey or transfer any right in land or any other asset;
- 16.1.4 to register or renew registration of the existence of the security or the restrictions on dealing with the Charged Property under this Deed or any other Loan Document or

by law or regulation;

16.1.5 to get in the Charged Property; and

16.1.6 to enable the Collateral Agent and any Receiver to exercise the respective rights, powers and authorities conferred on them by this Deed or by applicable law and regulation,

and the Chargor undertakes to ratify and confirm all acts and things done by an attorney in the exercise or purported exercise of its powers and all monies spent by an attorney shall be deemed to be expenses incurred by the Collateral Agent under this Deed.

16.2 Irrevocable power

The Chargor acknowledges that each power of attorney granted by clause 16.1 is granted irrevocably and for value as part of this security to secure a proprietary interest of, and the performance of obligations owed to, the donee within the meaning of s4 Powers of Attorney Act 1971.

17. GROSS-UP AND PAYMENTS

17.1 Grossing Up

Section 2.6 (*Taxes*) of the Loan Agreement shall be deemed incorporated into this Deed as if it were set out in full here, *mutatis mutandis*.

17.2 Payments without Set-Off

Any payment made by the Chargor under this Deed shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim other than, in each case, as required by law.

17.3 Manner of Payment

Each payment made by the Chargor under this Deed shall be paid in the manner required by the Loan Agreement.

18. COSTS AND EXPENSES

18.1 Costs and expenses

The Chargor shall promptly pay or reimburse to the Collateral Agent all costs and expenses incurred by the Collateral Agent in relation to:

18.1.1 the negotiation, preparation and execution of this Deed;

18.1.2 any actual or proposed amendment of or waiver or consent under or in connection with this Deed requested by the Chargor;

18.1.3 any discharge or release of this security;

18.1.4 the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with, and the enforcement (or attempted enforcement) of, this Deed and the perfection or enforcement of any other Lien for or guarantee in respect of the Secured Liabilities;

18.1.5 the taking or holding of this security or any proceedings in relation to it or to all or any of the Charged Property; and

18.1.6 any advice obtained in relation to any other matter or question arising out of or in connection with this Deed,

in each case, in accordance with the provisions of the Loan Agreement.

18.2 **Stamp taxes, VAT and FATCA**

The parties acknowledge that clause 2.7 (*Stamp taxes*), 2.8 (*VAT*) and 2.9 (*FATCA*) of the Loan Agreement shall apply to this Deed.

19. **INDEMNITY**

The Chargor shall on demand indemnify and keep indemnified the Collateral Agent and every Receiver, attorney, manager, agent or other person appointed by the Collateral Agent under this Deed and their respective employees (each one an "**Indemnified Person**") in respect of all Losses incurred or suffered by any of them directly or indirectly as a result of the exercise or purported exercise of any of the rights vested in them under this Deed and against all Losses suffered or incurred by any of them in respect of any matter or thing done or omitted relating to the Charged Property or occasioned by any breach of any of the Chargor's covenants or other obligations under this Deed or otherwise relating to all or any part of the Charged Property other than in the case of gross negligence or wilful misconduct on the part of any Indemnified Person.

20. **ASSIGNMENTS AND TRANSFERS**

20.1 **Collateral Agent**

Subject to Section 12.1 (*Successors and Assigns*) of the Loan Agreement, the Collateral Agent may assign any or all of its rights and transfer any or all of its obligations under this Deed without the consent of the Chargor being required.

20.2 **Chargor**

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed without the prior written consent of the Collateral Agent.

20.3 **Disclosure of information**

The Collateral Agent may disclose any information about the Chargor in accordance with the provisions of the Loan Agreement.

21. **SET-OFF**

21.1 **Right of set-off**

Following an Enforcement Event, a Secured Party may set-off any matured obligation due from the Chargor under this Deed (to the extent beneficially owned by such Secured Party) against any obligation (whether or not matured) owed by that Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

21.2 **No Obligation**

No Secured Party shall be obliged to examine any right given to it under clause 21.1.

22. **NOTICES**

The provisions of clause 10 (*Notices*) of the Loan Agreement shall be deemed incorporated herein as if set out in this Deed, *mutatis mutandis* save that the addresses and details of the Chargor are as set out below its attestation clause, or such other address as the Chargor may notify in writing to the Collateral Agent after the date of this Deed.

23. **CALCULATIONS AND CERTIFICATES**

Any certificate or determination of the Collateral Agent as to any matter provided for in this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24. **CURRENCY CONVERSION**

24.1 **Purchase of sums in other currencies**

In order to apply any sum held or received by the Collateral Agent or a Receiver in or towards payment of the Secured Liabilities, the Collateral Agent or such Receiver may purchase an amount in another currency and the rate of exchange to be used shall be that at which, at such time as it considers appropriate, the Collateral Agent or such Receiver is able to effect such purchase.

24.2 **Currency Indemnity**

If any sum due from the Chargor under this Deed or any order or judgment given or made in relation to this Deed has to be converted from the currency (the "**first currency**") in which the same is payable under this Deed or under such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Chargor, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Deed, the Chargor shall indemnify and hold harmless each Secured Party from and against any loss it suffers or incurs as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency; and (ii) the rate or rates of exchange at which such Secured Party may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof, in each case, other than in the case of gross negligence and wilful misconduct.

25. **PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

26. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any remedy or other right under this Deed shall operate as a waiver, nor shall any single or partial exercise of any remedy or other right prevent any further or other exercise or the exercise of any other right. The remedies and other rights provided in this Deed are cumulative and not

exclusive of any remedies and other rights provided by law.

27. **AMENDMENTS AND WAIVERS**

Any term of this Deed may be amended or waived only with the written consent of the Collateral Agent and the Chargor and any such amendment or waiver will be binding on all Parties.

28. **TACKING**

Each Lender (as defined in the Loan Agreement) must perform its obligation under the Loan Documents including any obligations to make available further advances.

29. **COUNTERPARTS**

- 29.1 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and if applicable, seals) on the counterparts were on a single copy of this Deed.
- 29.2 All references to the execution of documents shall be deemed to include execution either physically in "wet ink" or electronically via DocuSign or other applicable e-signature platform.

30. **GOVERNING LAW**

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

31. **JURISDICTION**

- 31.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").
- 31.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither Party will argue to the contrary.
- 31.3 This clause 31 is for the benefit of the Collateral Agent only. As a result, the Collateral Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

EXECUTION

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

**SCHEDULE 1
THE PROPERTIES**

Part 1 – Registered land

None as at the date of this Deed.

Part 2 – Unregistered land

None as at the date of this Deed.

**SCHEDULE 2
ACCOUNTS**

| Account Holder | Account Name | Account Number | Name/Address of Bank |
|----------------|--------------|----------------|---|
| Chargor | [REDACTED] | | HSBC Bank PLC |
| Chargor | [REDACTED] | | 8 Canada Square London E14 5HQ |
| Chargor | [REDACTED] | | JP Morgan Limited |
| Chargor | [REDACTED] | | 25 Bank Street, Canary Wharf, London E14 5JP |
| Chargor | [REDACTED] | | Bank of Scotland PLC 25 Gresham Street, London EC2V 7HN |
| Chargor | [REDACTED] | | |
| Chargor | [REDACTED] | | |
| Chargor | [REDACTED] | | |
| Chargor | [REDACTED] | | |

SCHEDULE 3
ASSIGNED AGREEMENTS

None as at the date of this Deed.

**SCHEDULE 4
INSURANCE POLICIES**

1. Multinational Insurance Policy between (1) Chubb European Group SE, and (ii) the Chargor with policy number UKLSCC93939.

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SCHEDULE 5
INTELLECTUAL PROPERTY

Patents

| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|------------------|------------------|------------|------------|-------------------|--|
| Case 14 | IMC + ADT | AU | 2002321581 | 8/30/2002 | 2002321581 | 06/05/2008 | Granted | |
| Case 14 | IMC + ADT | CA | 2457652 | 8/30/2002 | 2457652 | 08/07/2012 | Granted | |
| Case 14 | IMC + ADT | CN | 2819279.6 | 8/30/2002 | 1561343 | 06/06/2012 | Granted | |
| Case 14 | IMC + ADT | EA | 200400384 | 8/30/2002 | 6601 | 02/24/2006 | Granted | |
| Case 14 | IMC + ADT | EP | 02755287.6 | 8/30/2002 | EP1421115 | 2/3/2005 | Granted converted | AT, BE, CH, CZ, DE, DK, EE, ES, FI, FR, GB, GR, IE, IT, NL, PT, SE, TR |
| Case 14 | IMC + ADT | HK | 4109015.8 | 8/30/2002 | 1066018 | 10/07/2005 | Granted | |
| Case 14 | IMC + ADT | IL | 160359 | 8/30/2002 | 160359 | 03/01/2011 | Granted | |
| Case 14 | IMC + ADT | IN | 00647/CHENP/2004 | 8/30/2002 | 212621 | 12/05/2007 | Granted | |
| Case 14 | IMC + ADT | JP | 2003-525033 | 8/30/2002 | 4317940 | 06/05/2009 | Granted | |
| Case 14 | IMC + ADT | KR | 10-2004-7003158 | 8/30/2002 | 10-0945977 | 02/26/2010 | Granted | |
| Case 14 | IMC + ADT | MX | PA/a/2004/001974 | 8/30/2002 | 246738 | 06/27/2007 | Granted | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|-----------------|------------------|---------------|------------|-------------------|----------------------------------|
| Case 14 | IMC + ADT | NO | 2004 1325 | 8/30/2002 | 331877 | 04/23/2012 | Granted | |
| Case 14 | IMC + ADT | NZ | 531208 | 8/30/2002 | 531208 | 12/08/2005 | Granted | |
| Case 14 | IMC + ADT | PL | P368980 | 8/30/2002 | 208712 | 11/25/2010 | Granted | |
| Case 14 | IMC + ADT | SG | 200400713.4 | 8/30/2002 | 200400713.4 | 05/31/2006 | Granted | |
| Case 14 | IMC + ADT | US | 10/486924 | 8/30/2002 | 7329731 | 02/12/2008 | Granted | |
| Case 14 | IMC + ADT | US1 | 11/926,391 | 8/30/2002 | 7763718 | 07/27/2010 | Granted | |
| Case 14 | IMC + ADT | ZA | 2004/1197 | 8/30/2002 | 2004/1197 | 05/25/2005 | Granted | |
| Case 18 | IMC + ADT | AU | 2003271904 | 10/3/2003 | 2003271904 | 06/18/2009 | Granted | |
| Case 18 | IMC + ADT | CA | 2501870 | 10/3/2003 | 2501870 | 07/02/2013 | Granted | |
| Case 18 | IMC + ADT | CN | 200380101143 | 10/3/2003 | CN 100338217C | 09/19/2007 | Granted | |
| Case 18 | IMC + ADT | EP | 037537420 | 10/3/2003 | EP1549748 | 10/01/2014 | Granted converted | - CH, DE, ES, FR, GB, IE, IT, NL |
| Case 18 | IMC + ADT | IL | 167652 | 10/3/2003 | 167652 | 11/01/2011 | Granted | |
| Case 18 | IMC + ADT | IN | 854/CHENP/2005 | 10/3/2003 | 227369 | 01/07/2009 | Granted | |
| Case 18 | IMC + ADT | NO | 2005/2198 | 10/3/2003 | 335365 | 12/01/2014 | Granted | |
| Case 18 | IMC + ADT | NZ | 539225 | 10/3/2003 | 539225 | 01/11/2007 | Granted | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|-----------------|------------------|-------------------------------------|------------|-------------------|--|
| Case 18 | IMC + ADT | RU | 2005114004 | 10/3/2003 | 2355703 | 05/20/2009 | Granted | |
| Case 18 | IMC + ADT | US | 10/530035 | 10/3/2003 | 7569664 | 08/04/2009 | Granted | |
| Case 18 | IMC + ADT | ZA | 2005/02927 | 10/3/2003 | 2005/02927 | 02/22/2006 | Granted | |
| Case 19 | IMC + ADT | AU | 2003276403 | 10/30/2003 | 2003276403 | 07/29/2010 | Granted | |
| Case 19 | IMC + ADT | AU1 | 2010202953 | 10/30/2003 | 2010202953 | 01/17/2013 | Granted | |
| Case 19 | IMC + ADT | CA | 2505558 | 10/30/2003 | 2505558 | 07/02/2013 | Granted | |
| Case 19 | IMC + ADT | CA1 | 2813515 | 10/30/2003 | 2813515 | 12/15/2015 | Granted | |
| Case 19 | IMC + ADT | CN | 200380102928.0 | 10/30/2003 | ZL 200380102928.0 CN100551931 | 10/21/2009 | Granted | |
| Case 19 | IMC + ADT | EP | 03811009.4 | 10/30/2003 | EP1558643 | 05/27/2009 | Granted converted | - AT, BE, CH, CZ, DE, DK, ES, FI, FR, GB, GR, IE, IT, NL, PT, SE, TR |
| Case 19 | IMC + ADT | EP1 | 09001469.7 | 10/30/2003 | EP2048159 | 01/01/2014 | Granted converted | - AT, BE, CH, CZ, DE, DK, ES, FI, FR, GB, GR, IE, IT, NL, PT, SE, TR |
| Case 19 | IMC + ADT | IL | 167745 | 10/30/2003 | 167745 | 03/31/2011 | Granted | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|-----------------|------------------|-------------------------------|------------|-------------------|---------------|
| Case 19 | IMC + ADT | IN | 1176/CHENP/2005 | 10/30/2003 | 232673 | 03/20/2009 | Granted | |
| Case 19 | IMC + ADT | JP | 2005-506662 | 10/30/2003 | 4975324 | 04/20/2012 | Granted | |
| Case 19 | IMC + ADT | NO | 20052743 | 10/30/2003 | 333840 | 09/30/2013 | Granted | |
| Case 19 | IMC + ADT | NZ | 539226 | 10/30/2003 | 539226 | 01/08/2009 | Granted | |
| Case 19 | IMC + ADT | NZ1 | 570811 | 10/30/2003 | 570811 | 03/11/2010 | Granted | |
| Case 19 | IMC + ADT | RU | 2005117971 | 10/30/2003 | 2346004 | 02/10/2009 | Granted | |
| Case 19 | IMC + ADT | US1 | 12/603255 | 10/30/2003 | 8741814 | 06/03/2014 | Granted | |
| Case 19 | IMC + ADT | US2 | 14/248919 | 10/30/2003 | 9279122 | 03/8/2016 | Granted | |
| Case 19 | IMC + ADT | US3 | 14/249904 | 10/30/2003 | 9447410 | 09/20/2016 | Granted | |
| Case 19 | IMC + ADT | ZA | 2005/03336 | 10/30/2003 | 2005/03336 | 10/25/2006 | Granted | |
| Case 30 | IMC + ADT | AU | 2003254443 | 7/9/2003 | 200325443 | 07/09/2009 | Granted | |
| Case 30 | IMC + ADT | CA | 2516702 | 7/9/2003 | 2516702 | 11/27/2012 | Granted | |
| Case 30 | IMC + ADT | CN | 03826014.X | 7/9/2003 | ZL 03826014.X CN100528897C | 08/19/2009 | Granted | |
| Case 30 | IMC + ADT | EP | 03815958.8 | 7/9/2003 | EP1594896 | 03/12/2008 | Granted converted | GB, FR, DE |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|-----------------|------------------|------------------------------------|------------|-------------------|----------------------|
| Case 30 | IMC + ADT | JP | 2004-568435 | 7/9/2003 | 4478034 | 03/19/2010 | Granted | |
| Case 30 | IMC + ADT | NZ | 541596 | 7/9/2003 | 541596 | 09/11/2008 | Granted | |
| Case 30 | IMC + ADT | US | 10/544,448 | 7/9/2003 | 7666604 | 02/23/2010 | Granted | |
| Case 30 | IMC + ADT | ZA | 2005/06516 | 7/9/2003 | 2005/06516 | 04/26/2006 | Granted | |
| Case 53 | IMC + ADT | AU | 2005246073 | 5/10/2005 | 2005246073 | 02/10/2011 | Granted | |
| Case 53 | IMC + ADT | CA | 2,567,349 | 5/10/2005 | 2,567,349 | 11/27/2012 | Granted | |
| Case 53 | IMC + ADT | CN | 200580015878.1 | 5/10/2005 | ZL 200580015878.1 CN1954069B | 03/07/2012 | Granted | |
| Case 53 | IMC + ADT | EP | 5741949.1 | 5/10/2005 | 1756278 | 09/17/2008 | Granted converted | - CH, DE, FR, GB, IE |
| Case 53 | IMC + ADT | HK | 7111256.9 | 5/10/2005 | 1105995 | 08/31/2012 | Granted | |
| Case 53 | IMC + ADT | JP | 2007-517396 | 5/10/2005 | 4972549 | 04/13/2012 | Granted | |
| Case 53 | IMC + ADT | NZ | 550815 | 5/10/2005 | 550815 | 08/13/2009 | Granted | |
| Case 53 | IMC + ADT | US | 12/246607 | 5/10/2005 | 7608410 | 10/27/2009 | Granted | |
| Case 53 | IMC + ADT | ZA | 2006/09462 | 5/10/2005 | 2006/09462 | 04/30/2008 | Granted | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|--------------------------------------|------------------|----------------------------------|------------|---------------------|--|
| Case 58 | IMC + ADT | EP | 05756424.7 | 6/29/2005 | 1791865 | 07/28/2010 | Granted converted | AT, BE, CH, DE, DK, ES, FR, GB, IE, IT, LU, NL, SE |
| Case 58 | IMC + ADT | JP | 2007-518692 | 6/29/2005 | 5563194 | 06/20/2014 | Granted | |
| Case 58 | IMC + ADT | US | 11/597,252 | 6/29/2005 | 8361794 | 01/29/2013 | Granted | |
| Case 58 | IMC + ADT | US1 | 13/716817 | 6/29/2005 | 9115372 | 08/25/2015 | Granted | |
| Case 107 | IMC | AU | 2010267758 | 7/1/2010 | 2010267758 | 08/01/2015 | Granted | |
| Case 107 | IMC | BR | BR112012000107.8 BR112012000107.7 | 7/1/2010 | | | Pending | |
| Case 107 | IMC | CA | 2766505 | 7/1/2010 | 2766505 | 01/22/2019 | Granted | |
| Case 107 | IMC | CN1 | 201410257886.80 | 7/1/2010 | ZL201410257886.8 CN104017067B | 03/11/2017 | Granted | |
| Case 107 | IMC | EA | 201270135 | 7/1/2010 | 26918 | 05/31/2017 | Granted | |
| Case 107 | IMC | EP | 10734524.1 | 7/1/2010 | 2448963 | 06/04/2014 | Granted - converted | AT, BE, CH, CZ, DE, DK, EE, ES, FI, FR, GB, GR, |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|------|-----------|------------------|------------------|----------------------------------|------------|---------|----------------------------|
| | | | | | | | | IE, IT, LU, NL, PT, SE, TR |
| Case 107 | IMC | HK | 12110227 | 7/1/2010 | 1169422 | 11/28/2014 | Granted | |
| Case 107 | IMC | JP | 2012-518126 | 7/1/2010 | 5872464 | 01/22/2016 | Granted | |
| Case 107 | IMC | JP1 | 2015-196799 | 7/1/2010 | 6186412 | 08/04/2017 | Granted | |
| Case 107 | IMC | MX | MX/a/2012/000155 | 7/1/2010 | 333387 | 09/23/2015 | Granted | |
| Case 107 | IMC | US | 13/342579 | 7/1/2010 | 8519100 | 08/27/2013 | Granted | |
| Case 107 | IMC | US1 | 13/947580 | 7/1/2010 | 9068178 | 06/30/2015 | Granted | |
| Case 107 | IMC | ZA | 2011/09522 | 7/1/2010 | 2011/09522 | 05/29/2013 | Granted | |
| Case 113 | IMC | AU | 2010250951 | 5/19/2010 | 2010250951 | 08/13/2015 | Granted | |
| Case 113 | IMC | BR | PI1013029.2 | 5/19/2010 | | | Pending | |
| Case 113 | IMC | CA | 2762604 | 5/19/2010 | 2762604 | 01/16/2018 | Granted | |
| Case 113 | IMC | CA1 | 2968393 | 5/19/2010 | 2968393 | 07/23/2019 | Granted | |
| Case 113 | IMC | CN | 201080022523.6 | 5/19/2010 | ZL201080022523.6 CN102439034B | 01/28/2015 | Granted | |
| Case 113 | IMC | EA | 201101660 | 5/19/2010 | 20841 | 02/27/2015 | Granted | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|------|-----------|-----------------|------------------|----------|------------|--------------------------------------|--|
| Case 113 | IMC | EP | 10720803.5 | 5/19/2010 | 2432802 | 02/11/2016 | Granted - converted | AL,AT,BE,BG,HR, CY,CZ,DK,EE,FI, FR,DE,GR, HU, IS IE, IT,LT, LU, LV, MK, MT, MC, NL, NO, PL, PT, RO, SM, SK, SE, SI, ES, CH, TR, GB |
| Case 113 | IMC | EP1 | 16176246.3 | 5/19/2010 | 3112376 | 01/23/2019 | Granted - converted In Opposition | AL,AT,BE,BG,HR, CY,CZ,DK,EE,FI, FR,DE,GR, HU, IS IE, IT,LT, LU, LV, MK, MT, MC, NL, NO, PL, PT, RO, SM, SK, SE, SI, ES, CH, TR, GB |
| Case 113 | IMC | EP2 | 16176249.7 | 5/19/2010 | 3112377 | 04/18/2018 | Granted - converted In Opposition | AL,AT,BE,BG,HR, CY,CZ,DK,EE,FI, FR,DE,GR, HU, IS IE, IT,LT, LU, LV, MK, MT, MC, NL, NO, PL, PT, RO, SM, SK, SE, SI, ES, CH, TR, GB |
| Case 113 | IMC | JP | 2012/511333 | 5/19/2010 | 5667171 | 12/19/2014 | Granted | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|------------------------|------------------|------------|------------|--------------------------------------|-----------------------------------|
| Case 113 | IMC | JP3 | 2019-088405 | 19/05/2010 | | | Pending | |
| Case 113 | IMC | MX | MX/a/2011/012184 | 5/19/2010 | 340168 | 06/29/2016 | Granted | |
| Case 113 | IMC | US | 13/319597 | 5/19/2010 | 10130721 | 11/20/2018 | Granted | |
| Case 113 | IMC | US1 | 16/151144 | 5/19/2010 | | | Pending | |
| Case 113 | IMC | US2 | 16/378481 | 08/04/2019 | 10517960 | 12/31/2019 | Granted | |
| Case 113 | IMC | US3 | 16/378501 | 08/04/2019 | 10576162 | 03/03/2020 | Granted | |
| Case 113 | IMC | US4 | 16/378505 | 08/04/2019 | 10420846 | 09/24/2019 | Granted | |
| Case 113 | IMC | ZA | 2011/08460 | 5/19/2010 | 2011/08460 | 07/25/2012 | Granted | |
| Case 120 | IMC + ADT | EP | 13811256.0 | 12/17/2013 | 2936158 | 02/13/2019 | Granted - converted In Opposition | DE, ES, GB, IE, FR, NL, NO, CH |
| Case 120 | IMC + ADT | EP1 | 18162980.9 | 12/17/2013 | | | Pending | |
| Case 120 | IMC + ADT | US | 14/741828 | 12/17/2013 | | | Pending | |
| case 121 | IMC + ADT | AU | 2015228751 | 3/13/2015 | 2015228751 | 10/03/2019 | Granted | |
| case 121 | IMC + ADT | BR | BR 11 2016 021004 2 | 3/13/2015 | | | Pending | |
| case 121 | IMC + ADT | CA | 2942433 | 3/13/2015 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|------------------|------------------|--------------|------------|--------------------------------------|---|
| case 121 | IMC + ADT | CN | 201580013862 | 3/13/2015 | | | Pending | |
| case 121 | IMC + ADT | EP | 15709505.0 | 3/13/2015 | 3116901 | 06/12/2019 | Granted - converted In Opposition | DE, ES, GB, IT, FR, NL, NO, BE, CH/LI, IE, LU |
| case 121 | IMC + ADT | EP1 | 19178872.8 | 3/13/2015 | | | Pending | |
| case 121 | IMC + ADT | HK | 17103746.2 | 3/13/2015 | | | Pending | |
| case 121 | IMC + ADT | IN | 201617031040 | 3/13/2015 | | | Pending | |
| case 121 | IMC + ADT | JP1 | 2020-035872 | 3/13/2015 | | | Pending | |
| case 121 | IMC + ADT | MX | MX/a/2016/011817 | 3/13/2015 | | | Pending | |
| case 121 | IMC + ADT | NZ | 724320 | 3/13/2015 | | | Pending | |
| case 121 | IMC + ADT | KR | 10-2016-7028338 | 3/13/2015 | | | Pending | |
| case 121 | IMC + ADT | RU | 2016140189 | 3/13/2015 | | | Allowed | |
| case 121 | IMC + ADT | SG | 11201607181W | 3/13/2015 | 11201607181W | 05/29/2019 | Granted | |
| case 121 | IMC + ADT | US | 15/262160 | 3/13/2015 | | | Pending | |
| case 121 | IMC + ADT | ZA | 2016/06109 | 3/13/2015 | 2016/06109 | 05/30/2018 | Granted | |
| Case 133 | IMC + ADT | CA | 2998452 | 9/15/2016 | | | Pending | |
| Case 133 | IMC + ADT | CN | 201680066499.3 | 9/15/2016 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|-----------------|------------------|----------|------------|---------|---------------|
| Case 133 | IMC + ADT | EP | 16766288.1 | 9/15/2016 | | | Pending | |
| Case 133 | IMC + ADT | JP | 2018-532822 | 9/15/2016 | | | Pending | |
| Case 133 | IMC + ADT | US | 15759772 | 9/15/2016 | | | Pending | |
| Case 149 | IMC + ADT | CA | 2998449 | 9/15/2016 | | | Pending | |
| Case 149 | IMC + ADT | CN | 201680066555.3 | 9/15/2016 | | | Pending | |
| Case 149 | IMC + ADT | EP | 16769926.3 | 9/15/2016 | | | Pending | |
| Case 149 | IMC + ADT | JP | 2018-532821 | 9/15/2016 | | | Pending | |
| Case 149 | IMC + ADT | US | 15/759775 | 9/15/2016 | | | Pending | |
| case 150 | IMC | AU | 2016375994 | 12/22/2016 | | | Pending | |
| case 150 | IMC | BR | BR1120180127949 | 12/22/2016 | | | Pending | |
| case 150 | IMC | CA | 3009400 | 12/22/2016 | | | Pending | |
| case 150 | IMC | CN | 201680082629.2 | 12/22/2016 | | | Pending | |
| case 150 | IMC | EP | 16826144.4 | 12/22/2016 | | | Pending | |
| case 150 | IMC | IL | 260151 | 12/22/2016 | | | Pending | |
| case 150 | IMC | IN | 201817023352 | 12/22/2016 | | | Pending | |
| case 150 | IMC | JP | 2018-532590 | 12/22/2016 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|------------------|------------------|----------|------------|-------------------------------|---------------|
| case 150 | IMC | KR | 10-2018-7020682 | 12/22/2016 | | | Pending | |
| case 150 | IMC | MX | MX/a/2018/007621 | 12/22/2016 | | | Pending | |
| case 150 | IMC | MY | PI 2018001041 | 12/22/2016 | | | Pending | |
| case 150 | IMC | RU | 2018122795 | 12/22/2016 | | | Pending | |
| case 150 | IMC | SG | 11201805268X | 12/22/2016 | | | Pending | |
| case 150 | IMC | US | 16/065047 | 12/22/2016 | | | Pending | |
| Case153.01 | IMC + ADT | EP | 16805203.3 | 11/23/2016 | | | Pending | |
| Case153.01 | IMC + ADT | US | 15/777149 | 11/23/2016 | | | Pending | |
| Case153.02 | IMC + ADT | EP | 16805177.9 | 11/23/2016 | | | Pending | |
| Case153.02 | IMC + ADT | US | 15/777153 | 11/23/2016 | | | Grant formalities in progress | |
| Case153.02 | IMC + ADT | US1 | 17/065509 | 11/23/2016 | | | Pending | |
| Case153.05 | IMC + ADT | EP | 16805190.2 | 11/23/2016 | | | Pending | |
| Case153.05 | IMC + ADT | US1 | 16/998945 | 11/23/2016 | | | Pending | |
| Case153.07 | IMC + ADT | EP | 16805186.0 | 11/23/2016 | | | Pending | |
| Case153.07 | IMC + ADT | US | 15/777880 | 11/23/2016 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|-----------------|------------------|----------|------------|---------|---------------|
| Case153.08 | IMC + ADT | US | 15/777144 | 11/23/2016 | 10792333 | 10/06/2020 | Granted | |
| Case153.08 | IMC + ADT | US1 | 16/997731 | 11/23/2016 | | | Pending | |
| Case153.08 | IMC + ADT | EP | 16805181.1 | 11/23/2016 | | | Pending | |
| Case153.10 | IMC + ADT | EP | 16805196.9 | 11/23/2016 | | | Pending | |
| Case153.10 | IMC + ADT | US | 15/777163 | 11/23/2016 | | | Pending | |
| Case153.18 | IMC + ADT | EP | 16805199.3 | 11/23/2016 | | | Pending | |
| Case153.18 | IMC + ADT | US1 | 16/985061 | 11/23/2016 | | | Pending | |
| Case153.21 | IMC + ADT | US | 16/988431 | 11/23/2016 | | | Pending | |
| Case153.30 | IMC + ADT | EP | 16805195.1 | 11/23/2016 | | | Pending | |
| Case153.30 | IMC + ADT | US | 15/777875 | 11/23/2016 | | | Pending | |
| Case153.31 | IMC + ADT | US | 15/777877 | 11/23/2016 | | | Pending | |
| Case153.35 | IMC + ADT | EP | 16805200.9 | 11/23/2016 | | | Pending | |
| Case153.35 | IMC + ADT | US | 15/777613 | 11/23/2016 | | | Pending | |
| Case153.37 | IMC + ADT | EP | 16805194.4 | 11/23/2016 | | | Pending | |
| Case153.37 | IMC + ADT | US | 15/777621 | 11/23/2016 | | | Pending | |
| Case153.44 | IMC + ADT | EP | 16805193.6 | 11/23/2016 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|-----------------|------------------|----------|------------|---------|---------------|
| Case153.44 | IMC + ADT | US1 | 16/988425 | 11/23/2016 | | | Pending | |
| Case153.45 | IMC + ADT | EP | 16805192.8 | 11/23/2016 | | | Pending | |
| Case153.45 | IMC + ADT | US1 | 17/013228 | 11/23/2016 | | | Pending | |
| Case153.46 | IMC + ADT | EP | 16804852.8 | 11/23/2016 | | | Pending | |
| Case153.46 | IMC + ADT | US | 15/777883 | 11/23/2016 | | | Pending | |
| Case153.50 | IMC + ADT | EP | 16805185.2 | 11/23/2016 | | | Pending | |
| Case153.50 | IMC + ADT | US1 | 17/010653 | 11/23/2016 | | | Pending | |
| Case153.51 | IMC + ADT | US1 | 16/985058 | 11/23/2016 | | | Pending | |
| Case153.52 | IMC + ADT | EP | 16805178.7 | 11/23/2016 | | | Pending | |
| Case153.52 | IMC + ADT | US1 | 17/017457 | 11/23/2016 | | | Pending | |
| Case153.53 | IMC + ADT | EP | 16805189.4 | 11/23/2016 | | | Pending | |
| Case153.53 | IMC + ADT | US | 16/994399 | 11/23/2016 | | | Pending | |
| Case153.57 | IMC + ADT | EP | 16805179.5 | 11/23/2016 | | | Pending | |
| Case153.57 | IMC + ADT | US | 15/778177 | 11/23/2016 | | | Pending | |
| Case153.60 | IMC + ADT | EP | 16805201.7 | 11/23/2016 | | | Pending | |
| Case153.60 | IMC + ADT | US | 15/778179 | 11/23/2016 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|------------------------|------------------|----------|------------|---------|---------------|
| Case153.62 | IMC + ADT | EP | 16805188.6 | 11/23/2016 | | | Pending | |
| Case153.62 | IMC + ADT | US1 | 16/938263 | 11/23/2016 | | | Pending | |
| Case153.64 | IMC + ADT | US | 15/778199 | 11/23/2016 | | | Pending | |
| Case153.64 | IMC + ADT | EP | 16805187.8 | 11/23/2016 | | | Pending | |
| Case153.65 | IMC + ADT | EP | 16805191.0 | 11/23/2016 | | | Pending | |
| Case153.65 | IMC + ADT | US | 15/778204 | 11/23/2016 | | | Pending | |
| Case153.75 | IMC + ADT | EP | 16805184.5 | 11/23/2016 | | | Pending | |
| Case153.75 | IMC + ADT | US1 | 16/988523 | 11/23/2016 | | | Pending | |
| Case 128 | IMC | AU | 2017236415 | 03/22/2017 | | | Pending | |
| Case 128 | IMC | BR | BR 11 2018 069275 1 | 03/22/2017 | | | Pending | |
| Case 128 | IMC | CA | 3018467 | 03/22/2017 | | | Pending | |
| Case 128 | IMC | CN | 2017800323480 | 03/22/2017 | | | Pending | |
| Case 128 | IMC | EP | 17715521.5 | 03/22/2017 | | | Pending | |
| Case 128 | IMC | JP | 2018-549900 | 03/22/2017 | | | Pending | |
| Case 128 | IMC | US | 16/087041 | 03/22/2017 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|------|-----------|-------------------------|------------------|----------|------------|---------|---------------|
| Case 151 | IMC | AU | 2017246693 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | BR | BR 112018070741 4 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | CA | 3020214 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | CN | 2017800357580 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | EP | 17717845.6 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | JP | 2018-552859 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | KR | 10-2018-7032374 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | MX | MX/a/2018/012318 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | RU | 2018135248 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | US | 16/092174 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | AE | P6001415/18 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | CL | 02859-2018 201802859 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | CO | NC2018/0011972 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | CR | 2018-0531 | 04/07/2017 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|-----------------|------------------|----------|------------|---------|---------------|
| Case 151 | IMC | EG | 1587/2018 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | ID | PID201808923 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | IL | 262144 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | IN | 201817037731 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | MY | PI 2018001690 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | NZ | 747349 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | PE | 1971-2018 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | PH | 1-2018-502158 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | SG | 11201808797X | 04/07/2017 | | | Pending | |
| Case 151 | IMC | TH | 1801006292 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | UA | A201810441 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | VN | 1-2018-04962 | 04/07/2017 | | | Pending | |
| Case 151 | IMC | ZA | 2018/06641 | 04/07/2017 | | | Pending | |
| Case154 | IMC + ADT | EP | 17713388.1 | 03/16/2017 | | | Pending | |
| Case154 | IMC + ADT | US | 16/084883 | 03/16/2017 | | | Pending | |
| Case155 | IMC + ADT | EP | 17722138.9 | 04/28/2017 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|-----------|-----------|------------------|------------------|----------|------------|-------------------------------|---------------|
| Case155 | IMC + ADT | US | 17/031,691 | 04/28/2017 | | | Grant formalities in progress | |
| Case155 | IMC + ADT | US1 | 17/031691 | 04/28/2017 | | | Pending | |
| Case156 | IMC + ADT | US1 | 17/017444 | 04/28/2017 | | | Pending | |
| Case156 | IMC + ADT | EP | 17722139.7 | 04/28/2017 | | | Pending | |
| case 157 | IMC | AU | 2017273147 | 06/02/2017 | | | Pending | |
| case 157 | IMC | BR | BR112018074748-3 | 06/02/2017 | | | Pending | |
| case 157 | IMC | CA | 3025894 | 06/02/2017 | | | Pending | |
| case 157 | IMC | CN | 2017800485644 | 06/02/2017 | | | Pending | |
| case 157 | IMC | EP | 17734131.0 | 06/02/2017 | | | Pending | |
| case 157 | IMC | JP | 2018-562926 | 06/02/2017 | | | Pending | |
| case 157 | IMC | MX | MX/a/2018/014863 | 06/02/2017 | | | Pending | |
| case 157 | IMC | RU | 2018142197 | 06/02/2017 | | | Pending | |
| case 157 | IMC | US | 16/305838 | 06/02/2017 | | | Pending | |
| case 157 | IMC | ZA | 2018/08128 | 06/02/2017 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|------|-----------|------------------|------------------|----------|------------|---------|---------------|
| case 157 | IMC | HK | 19130551.5 | 06/02/2017 | | | Pending | |
| Case 152 | IMC | EP | 17811680.2 | 11/07/2017 | | | Pending | |
| Case 152 | IMC | US | 16/347384 | 11/07/2017 | | | Pending | |
| Case 158 | IMC | AU | 2018286984 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | BR | BR112019027291-7 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | CA | 3067163 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | CN | 2018800540330 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | EP | 18738201.5 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | IL | 271435 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | IN | 201917052837 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | JP | 2019-570366 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | KR | 10-2020-7001512 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | MX | MX/a/2019/015532 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | NZ | 760723 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | RU | 2019142600 | 06/19//2018 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|------|-----------|-------------------|------------------|----------|------------|---------|---------------|
| Case 158 | IMC | ZA | 2019/08484 | 06/19//2018 | | | Pending | |
| Case 158 | IMC | US | 16/624853 | 06/19//2018 | | | Pending | |
| Case 160 | IMC | AU | 2019232382 | 03/07/2019 | | | Pending | |
| Case 160 | IMC | CA | 3093179 | 03/07/2019 | | | Pending | |
| Case 160 | IMC | CN | 2019800180081 | 03/07/2019 | | | Pending | |
| Case 160 | IMC | EP | 19713548.6 | 03/07/2019 | | | Pending | |
| Case 160 | IMC | HK | TBC | 03/07/2019 | | | Pending | |
| Case 160 | IMC | IL | 276898 | 03/07/2019 | | | Pending | |
| Case 160 | IMC | JP | TBC | 03/07/2019 | | | Pending | |
| Case 160 | IMC | KR | 10-2020-7027285 | 03/07/2019 | | | Pending | |
| Case 160 | IMC | MX | MX/a/2020/009363 | 03/07/2019 | | | Pending | |
| Case 160 | IMC | US | 16/979146 | 03/07/2019 | | | Pending | |
| Case 162 | IMC | PCT | PCT/EP2019/062384 | 05/14/2019 | | | Pending | |
| Case 159 | IMC | PCT | PCT/EP2020/051002 | 01/16/2020 | | | Pending | |

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| Patent family | Name | Territory | Application No. | Application date | Grant no | Grant date | Status | EP validation |
|---------------|------|-----------|-------------------|------------------|----------|------------|---------|---------------|
| Case 165 | IMC | PCT | PCT/EP2020/052315 | 01/30/2020 | | | Pending | |
| Case 166 | IMC | PCT | PCT/EP2020/052316 | 01/30/2020 | | | Pending | |
| Case 168 | IMC | PCT | PCT/EP2020/058681 | 03/27/2020 | | | Pending | |

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Trademarks

| IMC ref | Mark | Country | Case Status | Application Date | Applicati on No. | Registration Date | Registration No. | Internatio nal Classes | Next Renewal Date |
|---------|------------|---|--------------------|------------------|------------------|-------------------|------------------|------------------------|-------------------|
| TM01 | IMMUNOCORE | Australia | Granted/Registered | 12/6/2016 | 1813790 | 4/10/2017 | 1813790 | 05, 42 | 12/6/2026 |
| TM01 | IMMUNOCORE | Canada | Granted/Registered | 12/8/2016 | 1813859 | 6/6/2019 | TMA1023830 | 5, 42 | 6/6/2034 |
| TM01 | IMMUNOCORE | China | Granted/Registered | 12/24/2018 | 35497879 | 8/21/2020 | 35497879 | 42 | 8/21/2020 |
| TM01 | IMMUNOCORE | China | Case Filed | 10/17/2019 | 41683815 | N/A | N/A | 05 | N/A |
| TM01 | IMMUNOCORE | European Union Intellectual Property Office | Granted/Registered | 12/5/2016 | 016134264 | 4/19/2017 | 016134264 | 05, 42 | 12/5/2026 |
| TM01 | IMMUNOCORE | United Kingdom | Granted/Registered | 6/13/2016 | 3169322 | 10/14/2016 | 3169322 | 05, 42 | 6/13/2026 |
| TM01 | IMMUNOCORE | United States of America | Granted/Registered | 12/12/2016 | 87264976 | 2/27/2018 | 5410175 | 05, 42 | 2/27/2028 |
| TM02 | ImmTAC | China | Granted/Registered | 12/24/2018 | 35497881 | 7/9/2019 | 35497881 | 05 | 7/9/2030 |

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| IMC ref | Mark | Country | Case Status | Application Date | Applicati on No. | Registration Date | Registration No. | Internatio nal Classes | Next Renewal Date |
|---------|---------|---|---------------------|------------------|------------------|-------------------|------------------|------------------------|-------------------|
| TM02 | ImmTAC | European Union Intellectual Property Office | Granted/Reg istered | 12/5/2016 | 0161342 81 | 4/18/2017 | 016134281 | 05 | 12/5/2026 |
| TM02 | ImmTAC | United Kingdom | Granted/Reg istered | 6/13/2016 | 3169324 | 10/14/2016 | 3169324 | 05 | 6/13/2026 |
| TM02 | ImmTAC | United States of America | Granted/Reg istered | 12/12/2016 | 8726502 3 | 2/27/2018 | 5410176 | 05 | 2/27/2028 |
| TM03 | ImmTAV | European Union Intellectual Property Office | Granted/Reg istered | 9/19/2017 | 0172209 71 | 1/8/2018 | 017220971 | 05 | 9/19/2027 |
| TM03 | ImmTAV | United Kingdom | Granted/Reg istered | 6/13/2016 | 3169327 | 9/16/2016 | 3169327 | 05 | 6/13/2026 |
| TM03 | ImmTAV | United States of America | Granted/Reg istered | 9/19/2017 | 8761421 8 | 11/20/2018 | 5609690 | 05 | 11/20/2028 |
| TM04 | ImmTAB | United Kingdom | Granted/Reg istered | 9/19/2017 | 3257758 | 12/15/2017 | 3257758 | 05 | 9/19/2027 |
| TM05 | ImmTAAI | United Kingdom | Granted/Reg istered | 9/19/2017 | 3257759 | 12/15/2017 | 3257759 | 05 | 9/19/2027 |

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| IMC ref | Mark | Country | Case Status | Application Date | Applicati on No. | Registration Date | Registration No. | Internatio nal Classes | Next Renewal Date |
|---------|---------|---|---------------------|------------------|------------------|-------------------|------------------|------------------------|-------------------|
| TM06 | ImmTAX | European Union Intellectual Property Office | Granted/Registered | 3/25/2019 | 018039909 | 8/15/2019 | 018039909 | 05 | 3/25/2029 |
| TM06 | ImmTAX | United Kingdom | Granted/Registered | 3/25/2019 | 3386309 | 6/14/2019 | 3386309 | 05 | 3/25/2029 |
| TM06 | ImmTAX | United States of America | Opposition received | 12/2/2019 | 88711924 | | | 05 | |
| TM08 | CERKIXY | Australia | Granted/Registered | 4/17/2018 | 1920409 | 11/20/2018 | 1920409 | 05 | 4/17/2028 |
| TM08 | CERKIXY | Canada | Case Filed | 4/13/2018 | 1893622 | 10/21/2020 | TMA1,085,665 | 5 | 10/21/2030 |
| TM08 | CERKIXY | European Union Intellectual Property Office | Granted/Registered | 4/13/2018 | 017887569 | 9/4/2018 | 017887569 | 05 | 4/13/2028 |
| TM08 | CERKIXY | United Kingdom | Granted/Registered | 10/6/2017 | 3261726 | 12/29/2017 | 3261726 | 05 | 10/6/2027 |
| TM08 | CERKIXY | United States of America | Granted/Registered | 4/13/2018 | 87876765 | 11/27/2018 | 5616754 | 05 | 11/27/2028 |

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| IMC ref | Mark | Country | Case Status | Application Date | Applicati on No. | Registration Date | Registration No. | Internatio nal Classes | Next Renewal Date |
|---------|----------|---|---------------------|------------------|------------------|-------------------|------------------|------------------------|-------------------|
| TM09 | KIMMTRAK | Australia | Granted/Reg istered | 4/17/2018 | 1920410 | 11/20/2018 | 1920410 | 05 | 4/17/2028 |
| TM09 | KIMMTRAK | Canada | Case Filed | 4/13/2018 | 1893617 | 10/21/2020 | TMA1,085,66 7 | 5 | 10/21/2020 |
| TM09 | KIMMTRAK | European Union Intellectual Property Office | Granted/Reg istered | 4/13/2018 | 0178875 70 | 9/4/2018 | 017887570 | 05 | 4/13/2028 |
| TM09 | KIMMTRAK | United Kingdom | Granted/Reg istered | 10/6/2017 | 3261727 | 12/29/2017 | 3261727 | 05 | 10/6/2027 |
| TM09 | KIMMTRAK | United States of America | Granted/Reg istered | 4/13/2018 | 8787681 1 | 11/27/2018 | 5616758 | 05 | 11/27/2028 |
| N/A | HIMMTRAK | United Kingdom | Case Filed | 7/09/2020 | 3510147 | N/A | N/A | 05 | N/A |

**SCHEDULE 6
SPECIFIED INVESTMENTS**

| Company | Number of Shares | Class of Shares |
|--|-------------------------|------------------------|
| Immunocore Nominees Limited (company number 10726212) | One (1) | Ordinary |

SCHEDULE 7 REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Collateral Agent and to each Secured Party that:

1. No Security

The Charged Property is, or when acquired will be, beneficially owned by the Chargor free from any Lien other than:

- 1.1 as created by this Deed; and
- 1.2 as permitted by the Loan Documents.

2. No avoidance

This Deed creates the security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

3. Obligations, legal, valid and binding

Subject to the Legal Reservations, this Deed is its legal, valid and binding obligation and, is enforceable against it.

4. Ownership

Save for the Disclosed IP, the Chargor is the sole legal and beneficial owner of all of its Charged Property.

5. Real Property

5.1 Except as permitted under the provisions of the Loan Documents:

- (a) there is no breach of any law, regulation or covenant that is continuing which affects or would be reasonably likely to affect materially its interest in use of its Real Property where such breach would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents;
- (b) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights, adverse claims or other matters whatsoever affecting its Real Property which conflict with its present use or adversely affect its interest in use of any of the Real Property, in each case to any material extent where such conflict or adverse effect on its use, or its interest in use, of any of the Real Property would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents;
- (c) nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or registered dispositions over its Real Property which would be reasonably likely to affect materially its value, saleability or use, where, in each case, would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents;
- (d) all facilities (including access) necessary for the enjoyment and use of its Real Property (including those necessary for the carrying on of its business at the Real Property) are

enjoyed by that Real Property and none of those facilities are on terms entitling any person to terminate or limit its use or on terms which conflict with or restrict its use, where the lack of those facilities would be reasonably likely to affect materially its interest in value, saleability or use, where, in each case, would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents; and

- (e) its Real Property is free from any lien, tenancies or any lease or licence which would be reasonably likely to affect materially its interest in, value, saleability or use.

6. **Investments**

The Specified Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right.

7. **Intellectual Property**

As at the date of this Deed, all Intellectual Property which is material to its business is identified in Schedule 5.

8. **Assigned Agreement**

- 8.1 All payments due to it by any other party to any of its Assigned Agreements are not subject to any right of set-off or similar right;
- 8.2 each of its Assigned Agreements is its legally binding, valid, and enforceable obligation;
- 8.3 it is not in default of any of its material obligations under any of its Assigned Agreements; and
- 8.4 its entry into and performance of this Deed will not conflict with any term of any of its Assigned Agreements.

9. **Centre of main interests and establishments.**

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the "**Regulation**"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales and it has no "establishment" (as that term is used in Article 2(10) of the Regulation) in any other jurisdiction.

10. **Times for Making Representations and Warranties**

- 10.1 The representations and warranties set out in this Deed are made by the Chargor on the date of this Deed and are deemed to be repeated in accordance with the provisions of the Loan Agreement.
- 10.2 When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition.

SCHEDULE 8 COVENANTS

Part 1 – General covenants

1. NEGATIVE PLEDGE

The Chargor undertakes that it will not at any time create or permit to subsist any Lien on or in relation to any of its Charged Property (including, for the avoidance of doubt, its Intellectual Property) other than as expressly permitted by the Loan Agreement or any other Loan Document.

2. NO DISPOSALS

The Chargor undertakes that it will not at any time dispose of all or any part of the Charged Property save as expressly permitted by the Loan Agreement or any other Loan Document.

3. PRESERVATION OF CHARGED PROPERTY

The Chargor shall manage its Charged Property in a proper manner and in particular shall:

- 3.1 keep its Charged Property in good and substantial repair and working order; and
- 3.2 not do, or permit to be done, anything which might in any way depreciate, jeopardise or otherwise prejudice or diminish the value of any of the Charged Property in any material manner or the effectiveness of the security created by this Deed and shall immediately inform the Collateral Agent of anything which occurs which might have that effect, where such failure, action or omission would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents.

4. ENFORCEMENT OF RIGHTS

- 4.1 The Chargor shall use reasonable endeavours to:

- (a) procure the prompt observance and performance by the relevant party of the covenants and other obligations imposed on the Chargor's counterparties, in particular, on the lessor in any Lease comprised in the Charged Property and on the lessee in any Lease; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property to the extent it makes commercial sense to do so,

and, in each case, where such failure, action or omission would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents.

- 4.2 Where the Chargor has not enforced its rights pursuant to paragraph 4.1 of this Schedule 8, the Collateral Agent may, in good faith, require the Chargor to enforce such rights as may from time to time require, in each case, at the Chargor's cost.

5. INFORMATION AND ACCESS

- 5.1 If an Enforcement Event has occurred, the Chargor shall permit the Collateral Agent and/or its representatives, agents or contractors free access upon reasonable notice (but without notice in the case of emergency) to the Charged Property and any books, accounts and records

relating to them to examine the state and condition of those assets, to inspect and take copies and extracts from those books, accounts and records, to comply with or object to any direction or notice or other matter served on it or to carry out any repairs or take any other action (including the payment of money) in accordance with the provisions of the Loan Documents which the Collateral Agent considers necessary (acting reasonably) to remedy any failure to comply with any obligation of the Chargor under the Loan Documents.

- 5.2 Without prejudice to the foregoing, following an Enforcement Event, the Collateral Agent (or anyone else authorised by the Collateral Agent, or any agent or representative) may enter any of the Mortgaged Properties, to examine its condition to verify that the Chargor has performed all of its obligations under the Loan Documents and to carry out any works in accordance with the provisions of the Loan Documents. Such entry shall be permitted by the relevant Chargor upon reasonable notice (but without notice in the case of emergency) and may be made with or without workmen, plant and materials. It shall not cause the Collateral Agent (or anyone else authorised by the Collateral Agent) to be liable as a mortgagee in possession.

6. COVENANTS AND LEGAL OBLIGATIONS

The Chargor shall:

- 6.1 observe, perform and otherwise comply with all covenants and other obligations and matters (whether or not contained in any Lease, agreement or other document) from time to time affecting any of the Charged Property or their use or enjoyment, including those contained in any Lease comprised in the Charged Property, of any Charged Property and any other Assigned Agreement where failure to do so would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents;
- 6.2 comply with all (and, to the extent it is able to do so, not permit any material breach of any) bye-laws, other laws and regulations (whether relating to planning, building or any other matter) affecting any of the Charged Property where failure to do so would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents; and
- 6.3 pay (or procure the payment of) all rents, rates, taxes, charges, assessments, impositions and other outgoings of any kind which are from time to time due and payable by the Chargor in respect of any of Charged Property where failure do to do would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents.

7. INSURANCE

The Chargor shall, at all times, maintain insurance with an insurer of repute and act in accordance with clause 6.5 (*Insurance*) of the Loan Agreement.

Part 2 – Accounts, Book Debts and Assigned Agreements

1. Accounts

Prior to the occurrence of an Enforcement Event, the Chargor may withdraw any moneys (including interest) standing to the credit of an Account.

2. BOOK DEBTS

2.1 No dealing with Book Debts other than in the ordinary course

Other than permitted under the Loan Agreement, the Chargor shall not create a Lien, dispose, release, exchange, compound, set-off, grant time or indulgence or otherwise deal over, of or

with its Book Debts, other than in the ordinary course of business (and for this purpose the realisation of Book Debts by means of block discounting, factoring or any other arrangement having the same economic effect shall not be regarded as dealing in the ordinary course of its business).

2.2 **Payment of Book Debts**

- (a) Without prejudice to paragraph 2.1 (No dealing with Book Debts other than in the ordinary course) above, the Chargor shall promptly pay, or use reasonable endeavours to procure the prompt payment of, all monies received by it or on its behalf in respect of any of its Book Debts into one of its bank accounts with its bankers.
- (b) The Chargor shall, at any time after an Enforcement Event and at the request of the Collateral Agent, execute a legal assignment of the Book Debts to the Collateral Agent in such terms as the Collateral Agent may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

3. **ASSIGNED AGREEMENTS**

The Chargor shall:

- 3.1 not waive any rights under nor supplement, amend, novate, repudiate, rescind, terminate or permit termination of any Assigned Agreement unless and to the extent it makes commercial sense for the Chargor to do so; and
- 3.2 diligently pursue any remedies available to it for any breach of, or in respect of any claim in relation to, any Assigned Agreement to the extent it makes commercial sense for the Chargor to do so or where failure to do so,

and, in each case, where such failure, action or omission would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents.

Part 3 – Property covenants

1. **REGISTRATION**

1.1 **Registration at Land Registry**

The Chargor shall:

- (a) do all things requested by the Collateral Agent to facilitate the registration of this Deed against any Land Registry title comprised in the Mortgaged Properties. For that purpose, the Chargor shall:
 - (i) apply to the relevant Land Registry for a restriction to be entered on each title to the Mortgaged Properties in the following terms: "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the [Deed/Charge] dated [●], in favour of [●] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer"; and
 - (ii) apply to the Chief Land Registrar 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 loan and security agreement dated [●] between among others, [●] as borrower and [●] as Collateral Agent are under

an obligation (subject to the terms of that loan and security agreement) to [●] to make further advances and the security agreement referred to in the charges register dated [●] in favour of [●] as Collateral Agent for the secured creditor referred to in that security agreement secures those further advances";

- (iii) if the Collateral Agent so requests, certify that the security over the Mortgaged Properties created by this Deed does not contravene any of the provisions of its constitutional documents;
- (b) not permit any other person to be registered at Land Registry as proprietor of any of the Mortgaged Properties (or of any interest in any of the Mortgaged Properties); and
- (c) not create or permit to arise any interest which falls within any of the paragraphs of Schedule 3 Land Registration Act 2002 or any interest preserved by the transitional provisions of Schedule 12 Land Registration Act 2002 to the extent and for so long as any interest is so preserved in or over any of the Mortgaged Properties.

2. FUTURE ACQUISITIONS

If the Chargor acquires any Real Property after the date of this Deed, it shall:

- (a) notify the Collateral Agent immediately;
- (b) as soon as reasonably practicable, if so requested by the Collateral Agent (acting reasonably) and at the cost of the Chargor, execute and deliver to the Collateral Agent a legal mortgage in favour of the Collateral Agent in respect of that Real Property in any form (consistent with this Deed) which the Collateral Agent may reasonably require;
- (c) if the title to the Real Property is registered at the Land Registry or required to be so registered give the Land Registry written notice of this Lien and take the steps set out in paragraph 1 above in respect of such future Real Property; and
- (d) ensure that this Lien is correctly noted in the Register of Title against that title at the Land Registry.

Part 4 - Investment covenants

1. TITLE DOCUMENTS AND REGISTRATIONS

1.1 The Chargor shall, as soon as reasonably practicable, and in any event within five Business Days after the date of this Deed and promptly after acquiring howsoever any Specified Investments after the date of this Deed, deliver (or procure that there are delivered) to the Collateral Agent (or a nominee specified by the Collateral Agent acting on its behalf) all share certificates or other documents of title to or representing its Investments, together with (in each case in form and substance satisfactory to the Collateral Agent):

- (a) any instrument of transfer or assignment of such Specified Investments specified by the Collateral Agent duly executed by each person in whose name any of those Investments are registered or held (with the name of the transferee or assignee, the consideration and the date left blank); and
- (b) any other Instrument, other document or thing which the Collateral Agent may reasonably specify to perfect or improve its security over the relevant Chargor's Specified Investments.

1.2 The Collateral Agent shall be entitled to hold or retain (or have its nominee hold or retain) all

items delivered pursuant to paragraph 1.1 for the duration of the Security Period.

- 1.3 The Collateral Agent may at any time have any of the Specified Investments registered in its name or in the name of a nominee specified by it acting on its behalf.

2. **WAIVERS OF PRE-EMPTION RIGHTS**

In respect of any wholly owned Subsidiary (as defined in the Loan Agreement), the Chargor shall enter into waivers in a form satisfactory to the Collateral Agent of all pre-emption rights and restrictions in the Articles of Association of that Company from time to time or otherwise which may in any respect vary, restrict or affect the exercise of any rights which may arise in connection with the enforcement of this security or the transfer of the relevant Specified Investments to the Collateral Agent or such other person as the Collateral Agent may so direct.

3. **NO SHARE ISSUES, ETC.**

The Chargor shall ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it) that, Subsidiary in which it holds at least 75% of the shares will not, without the prior consent of the Collateral Agent:

- 3.1 issue or allot any shares or other securities or enter into or permit any agreement or other arrangement to make, or entitle any person to call for, an issue or allotment of that Company's shares or other securities, save to the extent that any such shares or other securities become subject to security in favour of the Collateral Agent or save as otherwise permitted pursuant to the provisions of the Loan Documents;
- 3.2 in any way modify the rights attached to any of the shares in its issued share capital which would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents;
- 3.3 increase, consolidate, sub-divide or reduce its share capital, save to the extent that any relevant shares become or remain subject to security in favour of the Collateral Agent;
- 3.4 alter its memorandum or articles of association in any way which would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents;
- 3.5 purchase its own shares or reduce its share capital which would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents;
- 3.6 take any step to place itself in liquidation or administration or pass any resolution to wind itself up; or
- 3.7 refuse to register any transfer of any of its shares which may be lodged for registration by or on behalf of the Collateral Agent or the Chargor in accordance with this Deed.

4. **CALLS AND NOTICES**

- 4.1 The Chargor shall:
- (a) duly and punctually pay (or ensure that there are paid) all calls, instalments or other payments which may be made or become due in respect of the Investments as and when the same become due from time to time; and
- (b) (and shall procure that its nominee(s) shall) upon written request by the Collateral Agent, provide the Collateral Agent with a copy of any report, accounts, circular, notice or other item sent or provided to it (or to any person on its behalf) in connection with its holding

of the Investments or any of them immediately on receipt them.

- 4.2 If the Chargor fails to pay any of the sums referred to in paragraph 4.1, the Collateral Agent may, at its discretion but without obligation, following no less than 15 Business Days' notice to the Chargor make such payments on behalf of the Chargor, *provided that* the Collateral Agent shall not be required to provide notice to the Chargor where it considers (acting in good faith) any delay to be prejudicial to the interests of a Secured Party.
- 4.3 Any sum paid by the Collateral Agent on behalf of the Chargor under paragraph 4.2:
- (a) shall be reimbursed by the Chargor on demand by the Collateral Agent on a full indemnity basis;
 - (b) is, pending reimbursement, secured by this security and may be debited to any account of the Chargor as the Collateral Agent deems fit; and
 - (c) shall bear interest on a daily basis from the due date up to the date of actual payment (both before and after judgment), at the rate and on the terms from time to time applicable under the relevant Instrument (or, in the absence of an applicable rate and applicable terms, to be calculated and paid under the terms of the Loan Agreement as if it were an Unpaid Sum).

Part 5– Equipment covenants

MAINTENANCE OF EQUIPMENT

Subject to the provisions of the Loan Agreement, the Chargor shall maintain its Equipment in good and serviceable condition (except fair wear and tear) and if any such Equipment is destroyed, damaged or deteriorates, repair, replace and make good the same provided it makes commercial sense to do so.

Part 6- Intellectual Property covenants

1. NOTIFICATION

Upon the written request by the Collateral Agent, the Chargor shall notify the Collateral Agent with details of all Intellectual Property (including applications for registration) granted to or filed by or on behalf of it that comes into existence after the date of the Deed and shall, upon the written request of the Collateral Agent, promptly notify the Collateral Agent of any existing or future contracts for it to acquire (by licence or otherwise) any Intellectual Property.

2. PRESERVATION OF INTELLECTUAL PROPERTY

- 2.1 The Chargor shall take all necessary action which may be necessary to preserve, safeguard and maintain the subsistence and validity of all present and future rights in or relating to its material Intellectual Property including, observing all covenants and stipulations relating to such rights and paying all applicable renewal fees, licence fees and other outgoings, in each case, where failure to do so would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents.
- 2.2 The Chargor shall take such steps as may be necessary (including, without limitation, the instruction of legal proceedings) to prevent third parties infringing any of its Intellectual Property (including but not limited to the Intellectual Property set out in Schedule 5 and the Intellectual Property assigned to the Collateral Agent under clause 3.2), in each case, where failure to do so would be reasonably likely to materially adversely affect the interests of the Secured Parties

under the Loan Documents.

2.3 The Chargor shall not shall use or permit any of its Intellectual Property to be used in any way which may materially adversely affect its value, in each case, where such usage, or permission to use, would be reasonably likely to materially adversely affect the interests of the Secured Parties under the Loan Documents.

2.4 Without the prior written consent of the Collateral Agent or expect as permitted pursuant to the provisions of this Deed and any other Loan Document, the Chargor shall not permit any Intellectual Property to be abandoned, cancelled or to lapse where such action or occurrence could reasonably be expected to materially adversely affect the interests of a Secured Party under the Loan Documents and will not sell, assign, transfer, license, mortgage or otherwise dispose of or encumber all or any part of its rights in any Intellectual Property owned by it.

3. **REGISTRATION OF INTELLECTUAL PROPERTY**

The Chargor shall, at the request of the Collateral Agent, or the Collateral Agent itself may, in respect of (i) the Intellectual Property specified in Schedule 5 and (ii) any future Intellectual Property granted to it at any time after this Deed in each case, promptly file with the patent, trademark or other intellectual property office in the jurisdiction where such Intellectual Property is registered or has been applied for in such form in the United Kingdom or the Republic of Ireland (or such as other jurisdiction as the Collateral Agent may deem necessary or desirable) (together with the payment of any required fee) as is necessary to register the existence of this Deed and the rights and interests created by it within any applicable time period. All costs incurred by either the Chargor or the Collateral Agent (including official fees and reasonable legal or professional fees) in connection with such records shall be borne by the Chargor.

SCHEDULE 9
NOTICE OF ASSIGNMENT OF INSURANCE POLICIES

Part 1 – Form of notice of assignment to insurers

[On Chargor's headed notepaper]

To:

[DATE]

Dear Sirs / Madams

Policy number

We give notice that, under a Deed dated [●] (the "**Deed**") and entered into by us in favour of [●] (as Collateral Agent, as defined in the Deed), we have assigned, by way of security, all our rights in the insurance policy, brief details of which are set out below (the "**Policy**") and all monies which may be payable to or received by us under it.

Please note the following:

- (a) following notification by the Collateral Agent to you in writing that an Enforcement Event (as defined in the Deed) has occurred, we irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary) to pay all monies payable by you to us under the Policy, including the proceeds of all claims, to such bank account as the Collateral Agent may from time to time specify in writing;
- (b) following notification by the Collateral Agent to you in writing that an Enforcement Event (as defined in the Deed) has occurred, all of the powers, discretions, remedies and other rights which would, but for the Deed, be vested in us under and in respect of the Policy are exercisable by the Collateral Agent; and
- (c) we agree that:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Collateral Agent's prior written consent; and
 - (ii) you are authorised to disclose any information in relation to the Policy to the Collateral Agent at the Collateral Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Collateral Agent, at [●] marked for the attention of [●].

This letter and any non contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

[Name of Chargor]

By: *[name of signatory]*

Details of Policy

Name of insured:

Nature of policy:

Policy number:

Expiry date:

Part 2 – Form of acknowledgement from insurers

[On insurer's headed notepaper]

To: **[Collateral Agent]**

[DATE]

Dear Sirs / Madams

Policy number

We acknowledge receipt of a notice dated [●] (the "**Notice**") and addressed to us by [**Name of Chargor**] (the "**Chargor**") regarding the Policy (as defined in the Notice).

We confirm that:

- (a) we consent to the assignment of the Policy and will comply with the terms of the Notice;
- (b)
- (c) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Policy;
- (d) if the Chargor is in breach of any of its obligations, express or implied, under the Policy or if any event occurs which would permit us to terminate, cancel or surrender the Policy we will:
- (i) as soon as reasonably practicable on becoming aware of it, give you written notice of that breach; and
- (f) we confirm that we shall not exercise any right of combination, consolidation or set off which we may have in respect of any debt owed to us by the Chargor.

This letter and any non-contractual obligations shall be governed by and construed in accordance with English law.

Yours faithfully

.....

[Name of insurer]

By: [name of signatory]

SCHEDULE 10
NOTICE OF ASSIGNMENT OF ASSIGNED AGREEMENT

Part 1 – Form of notice of assignment to counterparty

[On Chargor's headed notepaper]

To: ***[Name and address of counterparty]***

[DATE]

Dear Sirs / Madams

[Name and date of Assigned Agreement]

We refer to an agreement dated [●] and made between us and you (as amended or novated from time to time) (the "**Agreement**").

We give notice that, under a Deed dated [●] (the "**Deed**") and entered into by us in favour of [●] (as Collateral Agent, as defined in the Deed), we have assigned, by way of security, all our rights under the Agreement including the right to receive any payments due under the Agreement.

Please note the following:

- (a) we shall at all times remain solely liable to you for the performance of all of the obligations assumed by us under or in respect of the Agreement;
- (b) we irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary) to pay any monies payable by you to us under the Agreement to such bank account as the Collateral Agent may from time to time specify in writing;
- (c) all of the powers, discretions, remedies and other rights which would, but for the Deed, be vested in us under and in respect of the Agreement are exercisable by the Collateral Agent;
- (d) we have agreed not to waive any rights under nor amend, novate, rescind or otherwise terminate the Agreement without the prior written consent of the Collateral Agent; and
- (e) we agree that:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Collateral Agent's prior written consent; and
 - (ii) you are authorised to disclose any information in relation to the Agreement to the Collateral Agent at the Collateral Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the [Lender] [Collateral Agent], at [●] marked for the attention of [●].

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

STRICTLY PRIVATE AND CONFIDENTIAL

Yours faithfully

.....

[Name of Chargor]

By: *[name of signatory]*

Part 2 – Form of acknowledgement from counterparties

[On relevant counterparty's headed notepaper]

To: ***Collateral Agent***

[DATE]

Dear Sirs / Madams

[Name and date of Assigned Agreement]

We acknowledge receipt of a notice dated [●] (the "**Notice**") and addressed to us by [●] (the "**Chargor**") regarding the Agreement (as defined in the Notice).

We confirm that:

- (a) we consent to the assignment of the Agreement and will comply with the terms of the Notice;
- (b) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Agreement;
- (c) if the Chargor is in breach of any of its obligations, express or implied, under the Agreement or if any event occurs which would permit us to terminate, cancel or surrender the Agreement we will:
 - (i) immediately on becoming aware of it, give you written notice of that breach; and
 - (ii) accept as an adequate remedy for that breach, performance by you of those obligations within 30 days of that notice;
- (d) we will not amend, modify or terminate the Agreement without the prior written consent of the Collateral Agent;
- (e) no waiver of any of the Chargor's rights under, and no amendment, novation, rescission or other termination by the Chargor of, the Agreement shall be effective without the prior written consent of the Collateral Agent; and
- (f) we confirm that we shall not exercise any right of combination, consolidation or set off which we may have in respect of any debt owed to us by the Chargor and we shall send you copies of all statements, orders and notices given by us relating to that debt.

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

[Name of counterparty]

By: *[name of signatory]*

**SCHEDULE 11
NOTICE OF CHARGE OF ACCOUNTS**

Part 1 – Form of notice of charge to third party bank

[On Chargor's headed notepaper]

To: ***[Name and address of bank]***

[DATE]

Dear Sirs / Madams

Re: Account number [●] (the "Account")

We refer to the Account opened by us with you and hereby give notice that, under a Deed dated [●] (the "**Deed**") and entered into by us in favour of [●] (as Collateral Agent, as defined in the Deed), we have charged, by way of security, all our rights in any credit balances on the Account (the "**Balances**") and the indebtedness represented by the Account.

We irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary):

- (a) credit to the Account all interest from time to time earned on the sums of money held in the Account;
- (b) to 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 the disclosure), any information relating to the Account which the Collateral Agent may, from time to time, reasonably request;
- (c) at any time following receipt by you of written notice from the Collateral Agent that an Enforcement Event has occurred (an "**Enforcement Notice**") and thereafter of any written instruction from the Collateral Agent, to release any amount of the Balances and to act in accordance with that instruction (without any reference to or further authority from us and without any enquiry by you as to the justification for the instruction or the validity of the same); and
- (d) following receipt by you of an Enforcement Notice, to comply with the terms of any written notice, statement or instruction relating to the Account, the Balances or the indebtedness represented by it or them which you may receive from time to time from the Collateral Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the notice, statement or instruction or the validity of it).
- (e) We agree that during the Security Period:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Collateral Agent's prior written consent; and
 - (ii) you are authorised to disclose any information in relation to the Account to the Collateral Agent at the Collateral Agent's request.

For the avoidance of doubt, prior to receipt by you of an Enforcement Notice, we may withdraw, and otherwise deal with (including, without limitation, opening and closing any Account), the Balances and Account in the ordinary course of business.

STRICTLY PRIVATE AND CONFIDENTIAL

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the [Collateral Agent at [●] marked for the attention of [●]].

This letter and any non contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

[Name of Chargor]

By: *[name of signatory]*

Part 2 – Form of acknowledgement from third party bank

[On relevant bank's headed notepaper]

To: **Collateral Agent**

[DATE]

Dear Sirs / Madams

Account number [●] (the "Account")

We acknowledge receipt of a notice dated [●] (the "**Notice**") and addressed to us by [●] (the "**Chargor**") regarding the Account.

We confirm that:

- (a) we consent to the charge of the Account and will comply with the terms of the Notice;
- (b) there does not exist in our favour, and we undertake not to create, assert, claim or exercise, any mortgage, fixed or floating charge, assignment or other security interest of any kind or any agreement or arrangement having substantially the same economic or financial effect as any of the above (including any rights of counter-claim, rights of set-off or combination of accounts over or with respect to all or any part of the Account and/or the Balances (as defined in the Notice)) (cumulatively, the "**Banker's Lien**") other than, in each case, any Banker's Liens in our favour granted to us by the Chargor to secure payment of fees and similar costs and expenses in relation to the Account and/or Balances;
- (c) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Account or the Balances; and
- (d) we agree that, on our becoming aware at any time that any person other than the Collateral Agent has any right in, or has made any claim or demand or taking any action in respect of the Account or the Balances, we will use reasonable endeavours to give written notice of that to the Collateral Agent.

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

[Name of third party bank]

By: *[name of signatory]*

STRICTLY PRIVATE AND CONFIDENTIAL

EXECUTION of the Deed:

The Collateral Agent

EXECUTED as a deed by OXFORD FINANCE)
LUXEMBOURG S.À R.L. acting by its authorised)
signatories)

.....
Authorised Signatory

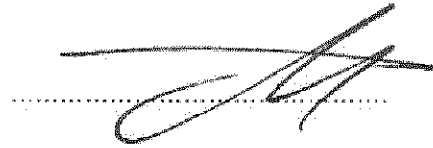

Mélanie FLORSCH
Manager

.....
Authorised Signatory


Laurent BÉLIK
Manager

The Chargor

EXECUTED as a deed by)
Director, duly authorised for and on behalf of)
IMMUNOCORE LIMITED in the presence of:)



Signature of Witness:

Name of Witness: *Ronald Herbert*

Address of Witness:

Occupation of Witness: *CSO, Pyxis Oncology*