



Registration of a Charge

Company name: **MALLINCKRODT ENTERPRISES UK LIMITED**

Company number: **09090223**



X94B9657

Received for Electronic Filing: **04/05/2020**

Details of Charge

Date of creation: **04/05/2020**

Charge code: **0909 0223 0007**

Persons entitled: **DEUTSCHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT
FOR THE SECURED PARTIES**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

SLAUGHTER AND MAY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9090223

Charge code: 0909 0223 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2020 and created by MALLINCKRODT ENTERPRISES UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2020 .

Given at Companies House, Cardiff on 5th May 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 04 May 2020

MALLINCKRODT UK LTD
MKG MEDICAL UK LTD
MUSHI UK HOLDINGS LIMITED
MALLINCKRODT ENTERPRISES UK LIMITED
MALLINCKRODT ARD HOLDINGS LIMITED
MALLINCKRODT PHARMACEUTICALS LIMITED
MALLINCKRODT UK FINANCE LLP

as Chargors

and

DEUTSCHE BANK AG NEW YORK BRANCH

as Collateral Agent

DEBENTURE CREATING

FIXED AND FLOATING CHARGES

This Debenture is entered into subject to the terms of the Intercreditor Agreement as defined below

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THIS DEED is made on 04 May 2020

PARTIES:

- (1) **MALLINCKRODT UK LTD**, a limited company incorporated in England and Wales with company registration number 02030418 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England TW18 3AG;
- (2) **MKG MEDICAL UK LTD**, a limited company incorporated in England and Wales with company registration number 00604863 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England TW18 3AG;
- (3) **MUSHI UK HOLDINGS LIMITED**, a limited company incorporated in England and Wales with company registration number 09090448 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England TW18 3AG;
- (4) **MALLINCKRODT ENTERPRISES UK LIMITED**, a limited company incorporated in England and Wales with company registration number 09090223 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England TW18 3AG;
- (5) **MALLINCKRODT ARD HOLDINGS LIMITED**, a limited company incorporated in England and Wales with company registration number 09090452 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England, TW18 3AG;
- (6) **MALLINCKRODT PHARMACEUTICALS LIMITED**, a limited company incorporated in England and Wales with company registration number 09780382 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England, TW18 3AG; and
- (7) **MALLINCKRODT UK FINANCE LLP**, a limited liability partnership incorporated in England and Wales with registration number OC401896 and whose registered office is at 3 Lotus Park, The Causeway, Staines Upon Thames, England, TW18 3AG,
(each a “**Chargor**” and together the “**Chargors**”); and
- (8) **DEUTSCHE BANK AG NEW YORK BRANCH** having an office at 60 Wall Street, New York, New York, 10005 as collateral agent for the Secured Parties (the “**Collateral Agent**”).

BACKGROUND

- (A) Each Chargor enters into this Deed in connection with the Secured Credit Documents (as defined below) and the Intercreditor Agreement.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Intercreditor Agreement or, if not defined in the Intercreditor Agreement, in the Credit Agreement, shall, unless otherwise defined in this Deed, have the same meaning when used in this Deed, references to "Section" shall be references to the Sections of the Intercreditor Agreement or Credit Agreement (as the context so requires).

In addition:

"Administrative Agent" means the **"Credit Agreement Administrative Agent"** as defined in the Intercreditor Agreement, together with its successors and assigns.

"Borrower" means each of MIFSA and Mallinckrodt CB LLC, a Delaware limited liability company (together the **"Borrowers"**).

"CA 2006" means the Companies Act 2006.

"Collateral" means all the **"Collateral"** as defined in the Intercreditor Agreement and shall also include all other property that is subject to any Lien in favour of the Administrative Agent, the Collateral Agent or any Subagent for the benefit of the Secured Parties pursuant to any Security Document, provided that, notwithstanding anything to the contrary herein or in any Security Document or other Loan Document, in no case shall the Collateral include any Excluded Property.

"Credit Agreement" means the credit agreement as of 19 March 2014 between Mallinckrodt PLC (as Parent), MIFSA (as Lux Borrower), Mallinckrodt CB LLC (as Co-Borrower), the Lenders and Issuing Banks (each as defined therein) from time to time party thereto, and Deutsche Bank AG New York Branch (as Administrative Agent, Collateral Agent, Issuing Bank and Swingline Lender (each as defined therein)), as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Delegate" means a delegate or sub-delegate appointed pursuant to Clause 14.2 (Delegation) and/or as contemplated in the Intercreditor Agreement.

"Derived Assets" means any shares, stock or other assets which accrue or

are offered, issued, paid or distributed at any time (by way of bonus, rights issue, redemption, reduction, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase, dividend or otherwise) in respect of any Investments.

"Equity Interests" of any person shall mean any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock (including any preferred equity certificates (and any other similar instruments)), any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing.

"Excluded Property" means the **"Excluded Property"** as defined in the Indenture.

"Excluded Securities" means any of the following:

- (a) any Equity Interests or Indebtedness with respect to which the Collateral Agent reasonably determines that the cost or other consequences of pledging such Equity Interests or Indebtedness in favour of the Secured Parties under the Security Documents are likely to be excessive in relation to the value to be afforded thereby;
- (b) any Equity Interests or Indebtedness to the extent, and for so long as, the pledge thereof would be prohibited by any Requirement of Law;
- (c) any Equity Interests of any person that is not a Wholly Owned Subsidiary to the extent (A) that a pledge thereof to secure the Obligations is prohibited by (i) any applicable organisational documents, joint venture agreement or shareholder agreement or (ii) any other contractual obligation with an unaffiliated third party not in violation of Section 6.09 of the Credit Agreement but, in the case of this subclause (A)(ii), only to the extent, and for so long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law, (B) any organisational documents, joint venture agreement or shareholder agreement (or other contractual obligation referred to in subclause (A)(ii) above) prohibits such a pledge without the consent of any other party; provided, that this clause (B) shall not apply if (1) such other party is a Loan Party or a Wholly Owned Subsidiary or (2) consent has been obtained to consummate such pledge (it being understood that the foregoing shall not be deemed to obligate the Parent or any Subsidiary to obtain any such consent) and for so long as such organisational documents, joint venture agreement or shareholder agreement or replacement or renewal thereof is in effect, or (C) a pledge thereof to secure the Obligations would give any other party (other than a Loan Party or a Wholly Owned Subsidiary) to any organisational documents, joint venture agreement or shareholder agreement governing such Equity Interests (or other contractual obligation referred to in subclause (A)(ii) above) the right to terminate its obligations thereunder, but only to the extent, and for so long as, such right of termination is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law;

- (d) any Equity Interests of any Unrestricted Subsidiary or any Receivables Entity;
- (e) any Equity Interests of any Subsidiary to the extent that the pledge of such Equity Interests could reasonably be expected to result in material adverse tax consequences to the Parent or any Subsidiary as determined in good faith by each Chargor (with any such determination set forth in an officer's certificate of a Chargor being definitive);
- (f) any Equity Interests that are set forth on Schedule 1.01(B) to the Credit Agreement;
- (g) any Margin Stock; and
- (h) any Equity Interests constituting Excluded Property.

"Existing Debentures" means:

- (a) the debenture dated 21 May 2015 between Mallinckrodt UK Ltd and the Collateral Agent;
- (b) the debenture dated 21 May 2015 between MKG Medical UK Ltd and the Collateral Agent;
- (c) the debenture dated 4 March 2015 between MUSHI UK Holdings Limited and the Collateral Agent;
- (d) the debenture dated 4 March 2015 between Mallinckrodt Enterprises UK Limited and the Collateral Agent;
- (e) the debenture dated 13 August 2014 between Mallinckrodt ARD Holdings Limited (formerly MIFSA UK Limited) and the Collateral Agent;
- (f) the debenture dated 24 September 2015 between Mallinckrodt Pharmaceuticals Limited (formerly Mallinckrodt Holdings Limited); and
- (g) the debenture dated 24 September 2015 between Mallinckrodt UK Finance LLP and the Collateral Agent.

"Grantors" means the **"Grantors"** as defined in the Intercreditor Agreement (each a Grantor).

"Indebtedness" of any person means, without duplication, (a) all obligations of such person for borrowed money, (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments (except any such obligation issued in the ordinary course of business with a maturity date of no more than six months in a transaction intended to extend payment terms of trade payables or similar obligations to trade creditors incurred in the ordinary course of business), (c) all obligations of such person under conditional sale or other title retention agreements relating to property or assets purchased by such person (except any such obligation that constitutes a trade payable or similar obligation to a trade creditor incurred in the ordinary course of business), (d) all obligations of such person issued or assumed as the deferred purchase price of property or services (except any such balance that (i) constitutes a trade payable or similar obligation to a

trade creditor incurred in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such person in accordance with Applicable Accounting Principles and (iii) liabilities accrued in the ordinary course of business) which purchase price is due more than six months after the date of placing the property in service or taking delivery and title thereto, (e) all Guarantees by such person of Indebtedness of others, (f) all Capitalized Lease Obligations of such person, (g) obligations under any Hedging Agreements, to the extent the foregoing would appear on a balance sheet of such person as a liability, (h) the principal component of all obligations, contingent or otherwise, of such person as an account party in respect of letters of credit, (i) the principal component of all obligations of such person in respect of bankers' acceptances, (j) the amount of all obligations of such person with respect to the redemption, repayment or other repurchase of (x) any Disqualified Stock (excluding accrued dividends that have not increased the liquidation preference of such Disqualified Stock) or (y) any preferred stock of any Subsidiary of Parent, (k) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such person (other than Liens on Equity Interests of Unrestricted Subsidiaries securing Indebtedness of such Unrestricted Subsidiaries), whether or not the Indebtedness secured thereby has been assumed and (l) all Attributable Receivables Indebtedness with respect to Qualified Receivables Facility. The amount of Indebtedness of any person for purposes of clause (k) above shall (unless such Indebtedness has been assumed by such person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered thereby. Notwithstanding anything in the Credit Agreement to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of International Accounting Standards No. 39 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under the Credit Agreement as a result of accounting for any embedded derivatives created by the terms of such Indebtedness and any such amounts that would have constituted Indebtedness under the Credit Agreement but for the application of this sentence shall not be deemed an incurrence of Indebtedness under the Credit Agreement.

“Indenture” means the indenture dated as of 7 April, 2020, among Mallinckrodt PLC (the Parent), MIFSA (the Lux Borrower), as issuer, Mallinckrodt CB LLC (the Co-Borrower), as US co-issuer, the guarantors from time to time party thereto, the Collateral Agent (as First Lien Collateral Agent) and Wilmington Savings Fund Society, FSB, as trustee (including any successor in such capacity, the “Trustee”), as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time.

“Intercreditor Agreement” means the first lien intercreditor agreement dated as of 7 April 2020 and made between (amongst others) Mallinckrodt PLC (as Parent), MIFSA (as Lux Borrower), Mallinckrodt CB LLC (as Co-Borrower), Deutsche Bank AG New York Branch (as Collateral Agent for the

Pari Passu Secured Parties and as the Authorised Representative for the Credit Agreement Secured Parties) and Wilmington Savings Fund Society, FSB (as Authorized Representative for the Initial Additional Secured Parties).

"Investments" means:

- (a) any Equity Interests;
- (b) any debt securities and other forms of instrument giving rise to or acknowledging indebtedness including debentures, bonds, promissory notes, certificates of deposit, depositary receipts, loan stock and debenture stock;
- (c) all interests in collective investment schemes; and
- (d) all warrants, options, coupons and other rights to subscribe, purchase, call for delivery or otherwise acquire any investments of a type described in the foregoing paragraphs,

in each case whether held directly by or to the order of each Chargor or by any trustee, 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, and includes each Chargor's rights in or in respect of and claims relating to Investments of a type specified in (a) to (d) above (and whether or not on a fungible basis), including any rights or claims against any trustee, nominee, depositary, intermediary, fiduciary, custodian or clearance or settlement system and all Related Rights.

"Investment Property" means any asset or property that constitutes "Investment Property" (as defined in the UCC, whether or not applicable thereto).

"LPA 1925" means the Law of Property Act 1925.

"MIFSA" means MALLINCKRODT INTERNATIONAL FINANCE S.A. a public limited liability company (*societe anonyme*) organised and established under the laws of Luxembourg, registered with the Luxembourg Register of Commerce and Companies (R.C.S. *Luxembourg*) number B 172.865 whose registered office is at 124, boulevard de le Pétrusse, L-2330 Luxembourg.

Obligor means the Parent, each Borrower and each Grantor (together the **"Obligors"**).

"Parent" shall have the meaning assigned to such term in the introductory paragraph of the Intercreditor Agreement.

"Receivables" means any debts and monetary claims owing to a Chargor (including, for the avoidance of doubt, debts and monetary claims owing to MKG Medical UK Ltd under a USD\$7,000,000,000 promissory loan note instrument issued by Mallinckrodt plc), including any such claims relating to or derived from any Investments, together with any proceeds of such debts and monetary claims and all Related Rights.

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

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale or other disposal of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all other assets and rights at any time receivable or distributable in respect of, or in exchange for, that asset;
- (d) the benefit of all rights in respect of or appurtenant to that asset (including, the benefit of all claims, distributions, covenants for title, warranties, guarantees, indemnities and security interests);
- (e) any moneys, proceeds, drawings, dividends or other distributions paid or payable in respect of that asset; and
- (f) any rights or monies accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference in respect of that asset,

and (to the extent not included in paragraphs (a) to (f) above), in relation to Investments, includes all Derived Assets and all, cash drawings and dividends, interest and other sums paid or payable in respect of any Investments.

"Relevant Assets" means (A) property of a kind that would constitute Investment Property (including without limitation, Equity Interests and promissory notes or other instruments evidencing Indebtedness) and proceeds thereof, (B) Collateral and any proceeds of Collateral received by a Chargor from other Guarantors and (C) such property assets or undertaking as may be required to be pledged by a Chargor in accordance with the Credit Agreement.

"Requirement of Law" shall mean, as to any person, any law, treaty, rule, regulation, statute, order, ordinance, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding upon such person or any of its property or assets or to which such person or any of its property or assets is subject.

"Restrictions Notice" means a restrictions notice issued pursuant to paragraph 1(3) of Schedule 1B to the CA 2006.

"Secured Credit Document" means the **"Secured Credit Document"** as defined in the Intercreditor Agreement.

"Secured Obligations" means the **"Pari Passu Obligations"** (as defined in the Intercreditor Agreement), owed or incurred at any time by any Obligor

to the Secured Parties, both actual and contingent and whether incurred solely or jointly and as principal or surety in any other capacity.

"Secured Parties" means the **"Pari Passu Secured Parties"** as defined in the Intercreditor Agreement and **"Secured Party"** means any of them.

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

"Security Assets" means all the assets, rights, title, interests and benefits of each Chargor the subject of, or expressed to be subject to this Deed.

"Security Documents" means the **"Pari Passu Security Documents"** as defined in the Intercreditor Agreement and "Security Document" means any of them.

"Security Rights" means all rights of the Collateral Agent or any Receiver or Delegate provided by or pursuant to this Deed or by law in respect of the subject matter of this Deed.

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"Warning Notice" means a warning notice given pursuant to paragraph 1(2) of Schedule 1B to the CA 2006.

"Wholly Owned Subsidiary" shall bear the meaning given to that term in the Indenture.

1.2 Construction of Particular Terms

Unless a contrary intention appears, in this Deed:

- (a) **"assets"** includes properties, revenues and rights of every kind, present, future and contingent and whether tangible or intangible;
- (b) **"authorisation" or "consent"** shall be construed as including any authorisation, **consent, approval, resolution, licence, exemption, filing, notarisation** or registration;
- (c) a **"company"** includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) **"this Deed"** or any other agreement or instrument is a reference to this Deed or other agreement or instrument as it may have been amended, supplemented, replaced or novated from time to time and includes a reference to any document which amends, supplements, replaces, novates or is entered into, made or given pursuant to or in accordance with any of the terms of this Deed or, as the case may be, the relevant deed, agreement or instrument;

- (e) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (f) **"law"** includes any present or future common or customary law, principles of equity and any constitution, decree, judgment, decision, legislation, statute, order, ordinance, regulation, bye-law or other legislative measure in any jurisdiction or any present or future official directive, regulation, guideline, request, rule, code of practice, treaty or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of a person to whom the directive, regulation, guideline, request, rule, code of practice, treaty or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (g) a **"person"** includes any person, firm, company, government, state or agency of a state, any local or municipal authority, trust or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (h) **"qualified person"** means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any company with respect to which he is appointed or an administrative receiver of any such company;
- (i) **"rights"** includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi easements and appurtenances (in each case, of every kind, present, future and contingent);
- (j) **"security"** includes any mortgage, charge, pledge, lien, security assignment, hypothecation or trust arrangement for the purpose of providing security and any other encumbrance or security interest of any kind having the effect of securing any obligation of any person (including the deposit of moneys or property with a person with the intention of affording such person a right of lien, set-off, combination or counter-claim) and any other agreement or any other type of arrangement having a similar effect (including any "flawed-asset" or "hold back" arrangement) and "security interest" shall be construed accordingly; and
- (k) In this **Deed**, a reference to any person should be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Secured Credit Documents and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent or Collateral Agents in accordance with the Intercreditor Agreement.

1.3 Intercreditor Agreement

- (a) Each Chargor acknowledges receipt of a copy of the Intercreditor Agreement and each Secured Credit Document as in force as at the date hereof.
- (b) If there is any conflict between any term of this Deed, and any term of the Secured Credit Documents, the terms of the Secured Credit Documents shall prevail.
- (c) Notwithstanding anything herein to the contrary, the Security granted to the Collateral Agent pursuant to this Debenture and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Debenture, the terms of the Intercreditor Agreement shall govern and control.

1.4 Interpretation of this Deed

- (a) Unless a contrary indication appears, a reference to any party or person shall be construed as including its and any subsequent successors in title, permitted transferees and permitted assigns, in each case in accordance with their respective interests.
- (b) Unless a contrary indication appears, a reference to a time of day shall be construed as referring to London time.
- (c) The terms "include", "includes" and "including" shall be construed without limitation.
- (d) References in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed unless the context requires them to be references to the Intercreditor Agreement.
- (e) Clause and Schedule headings are for ease of reference only and shall be ignored in construing this Deed.
- (f) Unless a contrary indication appears, references to any provision of any law are to be construed as referring to that provision as it may have been, or may from time to time be, amended or re-enacted, and as referring to all bye laws, instruments, orders, decrees, ordinances and regulations for the time being made under or deriving validity from that provision.
- (g) All security made with "full title guarantee" is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (h) Unless the context otherwise requires, a reference to a Security Asset includes any part of that Security Asset, any proceeds of that Security Asset and any present and future asset of that type.

1.5 Trust

- (a) All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Collateral Agent are given in favour of the Collateral Agent as trustee for the Secured Parties.
- (b) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties from time to time on the terms set out in the Intercreditor Agreement.

1.6 Third Party Rights

- (a) Save as otherwise provided in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the **'Third Parties Act'**) to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding 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.
- (c) Any Receiver may, subject to this Clause 1.6 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

1.7 Existing Debentures

- (a) This Deed is entered into without prejudice to the Security created by and the terms of the Existing Debentures.
- (b) Each Chargor confirms that the Security created under the Existing Debentures:
 - (i) continues in full force and effect and all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of any Secured Credit Document; and
 - (ii) shall continue to secure all Secured Obligations (as defined in the Existing Debentures).
- (c) Notwithstanding any references to a "first fixed charge", a "first floating charge" or the Secured Assets being free from any Security other than the security created by this Debenture, the existence of and the Security created by the Existing Debentures is acknowledged and there shall be no breach of this Debenture by reason of the Security created hereby ranking after the security created by any Existing Debenture and such references shall be construed accordingly.

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Covenant to Pay

Each Chargor shall as primary obligor and not only as surety on demand pay and discharge the Secured Obligations in accordance with the Secured Credit Documents or, as the case may be, this Deed, when they become due.

2.2 Interest on Demands

If a Chargor fails to pay any sum payable by it pursuant to this Deed on its due date, interest shall, to the extent permitted under applicable law, accrue on the overdue amount from the due date until the date of actual payment (both before and after judgment) calculated on a daily basis at the rate determined in accordance with the Secured Credit Documents.

3. FIXED CHARGES AND FLOATING CHARGE

3.1 Fixed Charges

As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title guarantee and free of any security interest existing in contravention of the provisions of any Secured Credit Document, each Chargor charges all its present and future right, title and interest from time to time in and to each of the following assets in favour of the Collateral Agent as trustee for the Secured Parties:

- (a) the Investments by way of first fixed charge; and
- (b) the Receivables (other than any claims which are otherwise subject to a fixed charge (at law or in equity) pursuant to this Deed) by way of first fixed charge.

3.2 Limitation of Scope of Fixed Charges

Notwithstanding anything contained herein to the contrary and for the avoidance of doubt, nothing in this Deed shall create a fixed charge or floating charge over (A) all or any of the Excluded Property or the Excluded Securities or (B) any assets or property other than Relevant Assets.

3.3 Floating Charge

- (a) As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title guarantee and free of any security interest existing in contravention of the provisions of any Secured Credit Document, each Chargor charges by way of first floating charge all its present and future assets, property, business, undertaking and uncalled capital together with all Related Rights in favour of the Collateral Agent as trustee for the Secured Parties.
- (b) This floating charge shall be without prejudice to and shall rank behind all fixed Security but shall rank in priority to any other security interest created by a Chargor after the date of this Deed.
- (c) The floating charge created by each Chargor pursuant to paragraph (a) above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986;
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Deed.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation by Notice

- (a) The Collateral Agent may at any time by notice in writing to each Chargor convert the floating charges created by Clause 3.3 (*Floating Charge*) with immediate effect into fixed charges as regards any property or assets specified in the notice if:
 - (i) an Event of Default has occurred and is continuing;
 - (ii) the Collateral Agent reasonably considers that any of the Security Assets may be in danger of being seized or sold pursuant to any form of legal process or otherwise in jeopardy; or
 - (iii) the Collateral Agent reasonably considers it is necessary or desirable in order to protect the priority, value or enforceability of the Security.
- (b) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under section 1A of the Insolvency Act 1986.

4.2 Automatic Crystallisation

Notwithstanding Clause 4.1 (*Crystallisation by Notice*) and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted into a fixed charge as regards all the Security Assets subject to that floating charge if:

- (a) a meeting of the members of that Chargor is convened to consider a resolution to wind up that Chargor;
- (b) that Chargor creates or attempts to create or permits to subsist contrary to any of the provisions of this Deed or any Secured Credit Document any security interest affecting any of the Security Assets;
- (c) any person levies or attempts to levy any distress, attachment, execution or other process against any of the Security Assets of that Chargor; or
- (d) an administrator is appointed in respect of that Chargor or the Collateral Agent receives notice of an intention to appoint an administrator in respect of that Chargor and reasonably believes that such notice is not frivolous or vexatious,

in each case, with effect from the instant before such event occurred.

5. GENERAL UNDERTAKINGS

Negative Pledge

No Chargor may:

- (a) create or purport to create or permit to exist any Security over any of its assets; or
- (b) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Collateral Agent (as agent and trustee for the Secured Parties) of the Security constituted hereby and/or the value of its present or future assets,

in each case, except to the extent such action is not prohibited by the Secured Credit Documents.

6. INVESTMENTS

6.1 Perfection

Each Chargor shall, as relevant, on the date of this Deed in relation to the Investments, or promptly after the date on which any Equity Interests are issued or transferred to it after the date of this Deed, deliver to the Collateral Agent or to such agent or custodian as it may specify (unless it has already done so prior to the date of this Debenture (whether pursuant to the terms of the Existing Debenture or otherwise)):

- (a) all certificates, documents of title and other documentary evidence of ownership in relation to the Investments; and
- (b) stock transfer forms in such form as the Collateral Agent shall require, duly executed by the relevant Chargor or its nominee with the name of the transferee, the consideration and the date left blank or, if the Collateral Agent so requires, in favour of the Collateral Agent (or the Collateral Agent's nominee).

6.2 Undertakings

- (a) No Chargor may (except to the extent not prohibited by Secured Credit Documents) cause or permit any rights attaching to the Security Assets to be altered, except as provided for by the Secured Credit Documents.
- (b)
 - (i) Each Chargor shall pay all calls and other payments due and payable in respect of the Investments.
 - (ii) If any Chargor fails to do so, the Collateral Agent may (but shall not be obliged to) pay those calls or other payments on behalf of that Chargor and such Chargor shall, immediately on request, reimburse the Collateral Agent for any payment made by the Collateral Agent under this

Clause 6.2(b) and, pending reimbursement, that payment will constitute part of the Secured Obligations.

- (c) To the extent required by the Secured Credit Documents (or any of them):
 - (i) each Chargor shall comply with all requests for information which are within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of the Security Assets. If any Chargor fails to do so, the Collateral Agent may (but shall not be obliged to) elect to provide any information which it may have on behalf of that Chargor; and

- (ii) each Chargor must promptly supply a copy to the Collateral Agent of any information referred to in paragraph (i) above, only to the extent such information is relevant to the provisions of this Deed.
- (d) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of the Security Assets under this Deed, to the extent required by the Secured Credit Documents (or any of them).

6.3 Role of the Collateral Agent

- (a) The Collateral Agent will not be required in any manner to:
 - (i) perform or fulfil any obligation of any Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of the Security Assets.
- (b) Prior to the occurrence of an Event of Default which is continuing, a Chargor may continue to exercise all voting rights in relation to the Investments owned by it.

6.4 Default: Investments

The Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Secured Assets and not a Permitted Lien, and may pay for the maintenance and preservation of the Secured Assets to the extent any Chargor fails to do so as required by this Deed and such Chargor agrees to reimburse the Collateral Agent on demand for any reasonable and documented payment made or any reasonable and documented out-of-pocket expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Clause 6.4 shall be interpreted as excusing a Chargor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of such Chargor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein.

7. FURTHER ASSURANCE

7.1 General

To the extent reasonably required by the Collateral Agent and solely to the extent consistent with Agreed Guarantee and Security Principles (as defined

in the Indenture), each Chargor shall (at its own cost), promptly take all action reasonably necessary to:

- (a) ensure that the Security is and remains valid, legally binding and enforceable;
- (b) create, perfect, preserve or protect the Security created or intended to be created under this Deed and its priority; and/or
- (c) facilitate the exercise of any and all of the Security Rights and the realisation of the Security Assets which are, or are intended to be, the subject of the Security as provided herein,

and including the execution of all such mortgages, charges, assignments and other documents (including, without limitation the re-execution of this Deed), the giving of all such notices, orders, instructions and directions and the making of all such registrations and filings as the Collateral Agent or any Receiver or Delegate may reasonably consider necessary from time to time.

7.2 Implied Covenants for Title

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

8, POWER OF ATTORNEY

8.1 Appointment

Each Chargor appoints as its attorney, irrevocably (within the meaning of section 4 of the Powers of Attorney Act 1971) and by way of security for the performance of its obligations under this Deed, the Collateral Agent and any person nominated in writing by the Collateral Agent (including each Receiver and each of their respective delegates and sub-delegates), severally (with full powers of substitution), on its behalf and in its name or otherwise and as its act and deed, at such time and in such manner as the attorney may think fit:

- (a) to take any action which it is obliged to take under this Deed but has not taken; and
- (b) to take any action required to enable the Collateral Agent to exercise all or any of the Security Rights as provided herein,

and the taking of action by the attorney or attorneys shall (as between the attorney and any third party) be conclusive evidence to any third party of its right to take such action, such power of attorney to only be available after the occurrence of an Event of Default which is continuing.

8.2 Ratification

Each Chargor ratifies and confirms everything that any attorney does or purports to do in the exercise or purported exercise of the power of attorney

in Clause 8.1 (*Appointment*).

9. EFFECTIVENESS OF SECURITY

9.1 Continuing Security

- (a) The Security created by this Deed shall remain in full force and effect as continuing security and will extend to the ultimate balance of the Secured Obligations unless and until discharged by the Collateral Agent in accordance with Clause 10 (*Release Of Security*).
- (b) No part of the Security will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

9.2 Additional Security

The Security and the Security Rights shall be cumulative, in addition to and independent of every other security which the Collateral Agent or any Secured Party may at any time hold for the Secured Obligations or any other rights provided by law. No prior security held by the Collateral Agent (whether in its capacity as Collateral Agent or otherwise) or any of the other Secured Parties over the whole or any part of the Security Assets shall merge into the Security.

9.3 No Prejudice

Without prejudice to any other provision of this Deed, none of the Security, its priority, the Security Rights nor the liability of any Chargor or any other person for the Secured Obligations shall be prejudiced, reduced, released or otherwise adversely affected by

any act, omission, fact or any other thing which but for this Clause 9.3 would or may do so, including:

- (a) any time, waiver or consent granted, or any other indulgence or concession granted to a Chargor or any other person;
- (b) the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, holding, variation, compromise, exchange, renewal, realisation or release by any person of any rights under or in connection with any security, guarantee, indemnity or any other document including any arrangement or compromise entered into by the Collateral Agent or any other Secured Party with any Chargor or any other person;
- (d) the refusal or failure to take up, hold, perfect or enforce by any person any rights under or in connection with any security, guarantee, indemnity or other document (including, any failure to comply with any formality or other requirement or any failure to realise the full value of any security);
- (e) the existence of any claim, set-off or other right which any Chargor may have at any time against the Collateral Agent or any other Secured Party or any other person;
- (f) the making or absence of any demand for payment or discharge of any Secured Obligations;
- (g) any amalgamation, merger or reconstruction that may be effected by the Collateral Agent with any other person, including any reconstruction by the Collateral Agent involving the formation of a new company and the transfer of all or any of its assets to that company, or any sale or transfer of the whole or any part of the undertaking and assets of the Collateral Agent to any other person;
- (h) any incapacity, lack of power, authority or legal personality of or change in the members or status of any Chargor or any other person;
- (i) any variation, amendment, waiver, release, novation, supplement, extension or restatement or replacement of any Secured Credit Document, or any other security, guarantee, indemnity or other document, in each case however fundamental and of whatsoever nature;
- (j) any change in the identity of the Collateral Agent or any variation of the terms of the trust upon which the Collateral Agent holds the security; or

- (k) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Credit Document or any other security, guarantee, indemnity or other document.

9.4 Details of Security Assets

The fact that no or incomplete details of any Security Asset are inserted in the Schedules to this Deed shall not affect the validity or enforceability of the Security.

9.5 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or the Collateral Agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from a Chargor under this Deed. The waiver applies irrespective of any law or any provision of this Deed to the contrary.

9.6 Deferral of Rights

- (a) Until such time as the Security has been released in accordance with Clause 10 (Release Of Security), no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed:
 - (i) to claim, rank, prove or vote as a creditor of any other party to any of the Secured Credit Documents; or
 - (ii) to be subrogated to any rights, security or monies held, received or receivable by any Secured Party (or any trustee or agent on its behalf); or
 - (iii) to be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of such Chargor's liability under this Deed;
 - (iv) to receive, claim or have the benefit of any payment, guarantee, indemnity, contribution or security from or on account of any such party (in whole or in part or whether by way of subrogation or otherwise); and/or
 - (v) of set-off, combination or counter-claim or in relation to any "flawed- asset" or "hold back" arrangement as against any such party.
- (b) Each Chargor shall hold on trust for, and immediately pay or transfer to, the Collateral Agent an amount equal to any payment or benefit received by it contrary to (a) above.

- (c) If a Chargor exercises any right of set-off, combination or counter-claim or any rights in relation to any "flawed asset" or "hold back arrangement" contrary to (a)(iii) above, it will immediately pay or transfer to the Collateral Agent an amount equal to the amount set-off, combined or counterclaimed.
- (d) The Collateral Agent shall apply all amounts received pursuant to (b) and (c) above in accordance with Clause 15 (Application Of Moneys).

9.7 New Account

At any time after:

- (a) the Collateral Agent or any Secured Party (acting in their capacity as trustee or otherwise) receives or is deemed to have received notice of any subsequent security interest affecting all or any part of the Security Assets or any assignment or transfer of the Security Assets which is prohibited by the terms of this Deed or Secured Credit Documents; or
- (b) the commencement of the dissolution of a Chargor,

all payments by or on behalf of each Chargor to the Collateral Agent or any Secured Party (whether in their capacity as trustee, lender or otherwise) shall be treated as having been credited to a new account of each Chargor and not, upon the occurrence of any of the circumstances specified in (a) or (b) above, as having been applied in reduction of the Secured Obligations.

9.8 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Secured Credit Documents have been irrevocably paid in full in cash, each Secured Party (or any trustee or agent on its behalf) may without affecting the liability of any Chargor under this Deed:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by that Secured Party (or any trustee or agent on its behalf against those amounts; or
- (b) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (c) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

9.9 Further Advances

The Security is intended to secure further advances.

9.10 Insolvency Act 2000

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

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

10. RELEASE OF SECURITY

10.1 Release of Security Assets

The provisions relating to the release of Security contained in the Intercreditor Agreement and each of the Secured Credit Documents apply to this Deed. In addition, the Security Interest in any of the Security Assets shall be automatically released upon such Security Assets becoming Excluded Property or Excluded Securities (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by a Chargor upon its reasonable request without any further inquiry).

10.2 Reinstatement

If any payment to, or security or guarantee provided to the Collateral Agent is avoided, reduced, set aside or invalidated by virtue of applicable law, notwithstanding any re-assignment or discharge of the Security Assets, the liability of a Chargor under this Deed and the Security shall continue as if such amounts had not been paid or as if any such security or guarantee had not been provided, and any such amounts paid shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid.

11. ENFORCEMENT

11.1 Timing of Enforcement

The Security shall be enforceable immediately upon and at any time after the occurrence of an Event of Default which is continuing.

11.2 Enforcement Rights

Subject to the Intercreditor Agreement, upon or after the Security becoming enforceable the Collateral Agent may, without notice to any Chargor save as expressly provided in Clause 11.3 (Security enforceable -

Investments) or prior authorisation from any court enforce all or any part of that Security and exercise all or any of the powers, authorities and discretions conferred by the Secured Debt Documents including this Deed or otherwise by law on mortgagees, chargees and Receivers (whether or not it has appointed a Receiver), in each case at the times, in the manner and on the terms it thinks fit.

11.3 Security enforceable - Investments

- (a) Subject to the Intercreditor Agreement, upon or after the Security becoming enforceable and only for as long as it remains enforceable:
 - (i) the Collateral Agent may exercise (or refrain from exercising) any voting rights and revoke, or cause to be revoked any proxies given in respect of the Investments;
 - (ii) each Chargor shall hold all dividends, drawings, interest and other moneys arising from the Investments on trust for the Collateral Agent pending payment to the Collateral Agent for application in accordance with Clause 15 (*Application Of Moneys*);
 - (iii) each Chargor shall transfer the Investments into the name of such nominee(s) of the Collateral Agent as it shall require; and
 - (iv) each Chargor shall exercise (or refrain from exercising) any other rights conferred on or exercisable by the legal or beneficial owner of the Investments,

in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor, and in such manner and on such terms as the Collateral Agent may think fit.

- (b) To the extent that the Security Assets remain registered in the name of any Chargor, each Chargor irrevocably appoints the Collateral Agent or its nominee as its proxy to exercise all voting rights in respect of those Security Assets at any time after the Security becomes enforceable in accordance with Clause 11.1 above.
- (c) Each Chargor must indemnify the Collateral Agent against any loss or liability incurred by the Collateral Agent as a consequence of the Collateral Agent acting in respect of the Investments on the direction of any Chargor.

11.4 Financial Collateral Regulations

- (a) To the extent that the Security Assets constitutes "financial collateral" and this Deed and the rights and obligations of the parties under this Deed constitutes a "security financial collateral arrangement" (as defined in and for the purposes of,

the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), at any time on or after the Security becoming enforceable, the Collateral Agent shall have the benefit of all of the rights of a collateral taker conferred upon it by the Regulations, including the right to appropriate all or any part of the financial collateral (as defined in the Regulations) in or towards discharge of the Secured Obligations.

- (b) The parties agree that the value of the financial collateral (as defined in the Regulations) so appropriated shall be:
 - (i) in the case of cash, the amount standing to the credit of any account of a Chargor, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and
 - (ii) in the case of any other financial collateral (as defined in the Regulations), such amount as the Collateral Agent determines in a commercially reasonable manner.
- (c) The parties agree that the methods of valuation set out in paragraphs (i) and (ii) above are commercially reasonable methods of valuation for the purposes of the Regulations.

12. EXTENSION AND VARIATION OF POWERS CONFERRED BY LAW

12.1 Extension of Powers

The powers conferred by section 101 of the LPA 1925 as varied and extended by this Deed shall be deemed to arise (and the Secured Obligations shall be deemed due and payable for that purpose) immediately on execution of this Deed. Section 109(1) of the LPA 1925 shall not apply to this Deed.

12.2 Restrictions

The restrictions contained in Sections 93 and 103 of the LPA 1925 shall not apply to this Deed or to the exercise by the Collateral Agent or any Receiver or Delegate of its right to consolidate all or any of the Security with any other security in existence at any time or to its power of sale.

13. APPOINTMENT OF RECEIVERS

13.1 Appointment

- (a) Subject to the Intercreditor Agreement, at any time:
 - (i) on or after any of the Security becoming enforceable (whether or not the Collateral Agent shall have taken possession of the Security Assets); or

(ii) at the written request of any Chargor,

the Collateral Agent may, without notice to any Chargor, appoint, one or more qualified persons to be Receiver or Receivers. If the Collateral Agent appoints more than one person as Receiver, the Collateral Agent may give the relevant persons power to exercise all or any of the powers conferred on Receivers individually as well as jointly and to the exclusion of the other or others of them.

- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) The Collateral Agent shall not be entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A to the Insolvency Act 1986.
- (d) The Collateral Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Collateral Agent is prohibited from so doing by section 72A of the Insolvency Act 1986.

13.2 Scope of appointment

Any Receiver may be appointed either Receiver of all the Security Assets or of such part of the Security Assets as may be specified in the appointment. In the latter case, the rights conferred by Clause 13.4 (*Powers of Receivers*) shall take effect as though every reference in that clause to "**rights**" were a reference to rights in respect of the specified part of the Security Assets.

13.3 Removal and Replacement

The Collateral Agent may, by deed or by instrument in writing signed by any officer or other person authorised for such purpose by it (so far as it is lawfully able and subject to any requirement of the court in the case of an administrative receiver), remove any Receiver appointed by it and may, whenever it deems expedient, appoint any one or more other qualified persons in place of or to act jointly with any other Receiver.

13.4 Powers of Receivers

Any Receiver appointed under this Deed will (subject to any contrary provision specified in his appointment but notwithstanding the dissolution of any relevant Chargor) have:

- (a) all the rights conferred by the LPA 1925 on mortgagors and on mortgagees in possession and on any receiver appointed under the LPA 1925;
- (b) all the rights of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 as in force at the date of this Deed

(whether or not in force at the date of exercise) and all rights of an administrative receiver as may be added to Schedule 1 of the Insolvency Act 1986 after the date of this Deed, in either case, whether or not the Receiver is an administrative receiver;

- (c) the right to manage, use and apply all or any of the Security Assets and to exercise (or permit the relevant Chargor or its nominee to exercise) all other rights of an absolute beneficial owner of the Security Assets;
- (d) the right to dispose of or otherwise realise all or any part of the Security Assets in any manner whatsoever (including any fixtures which may be severed and sold separately from the Real Property to which they are affixed);
- (e) the right to redeem or transfer to the Collateral Agent any prior security interest over the Security Assets
- (f) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to the Security Assets;
- (g) to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Security Assets;
- (h) to delegate his powers in accordance with this Deed;
- (i) all the rights expressed to be conferred upon the Collateral Agent in this Deed and all the rights to release the Security Assets from the Security conferred upon the Collateral Agent in the Secured Credit Documents; and
- (j) the right to do all lawful things which in the opinion of the Receiver seem to be incidental or conducive to any of the functions, powers, authorities or discretions conferred on or vested in him, the exercise of the Security Rights or bringing into his hands any assets forming part of, or which when got in would form part of, the Security Assets.

13.5 Agent

- (a) Any Receiver shall for all purposes be the agent of the relevant Chargor and therefore deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. Each Chargor shall be solely responsible for his contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by him and for the payment of his remuneration. No Receiver shall at any time act as, or be deemed to be, agent of the Collateral Agent or any Secured Party.
- (b) No Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13.6 Remuneration

Subject to section 36 of the Insolvency Act 1986, the Collateral Agent may from time to time fix the remuneration of any Receiver appointed by it (without being limited to the maximum rate specified in section 109(6) of the LPA 1925) and may direct payment of such remuneration out of moneys accruing to him as Receiver, but the relevant Chargor alone shall be liable for the payment of such remuneration and for all other costs, charges and expenses of the Receiver.

13.7 Several Powers

If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14. DISCRETION AND DELEGATION

14.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Collateral Agent or any Receiver may, subject to the terms and conditions of the Secured Credit Documents, be exercised or made from time to time in its absolute and unfettered discretion without any obligation to give reasons.

14.2 Delegation

- (a) The Collateral Agent and any Receiver may at any time delegate by power of attorney or in any other manner in accordance with Section 4.05 of the Intercreditor Agreement or Section 13.08(b) of the Indenture (as the context so requires) to any person all or any of the rights, powers or discretions conferred on it by this Deed.
- (b) The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Collateral Agent may thinkfit.
- (c) Such delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Collateral Agent or the Receiver itself or any subsequent delegation or revocation.
- (d) Under no circumstances shall the Collateral Agent, nor any Secured Party nor any Receiver or Delegate nor any officer, agent or employee of any of them be liable to any Chargor or any other person for any loss or liability arising as a result of or in connection with any act, default, omission or misconduct on the part of any Delegate that it selects with reasonable care.

15. APPLICATION OF MONEYS

All moneys arising from the exercise of the powers of enforcement under this Deed shall (except as may be otherwise required by applicable law) be held by the Collateral Agent and any Receiver and (subject to Clause 16 (*Suspense Account*)), applied in the manner set out in the Intercreditor Agreement and section 109(8) of the LPA 1925 shall be deemed varied and extended in such respect.

16. SUSPENSE ACCOUNT

The Collateral Agent may place and retain on such number of suspense accounts as it considers appropriate, for as long as it considers fit, any moneys received, recovered or realised under or in connection with this Deed (including if the Security created by this Deed is enforced at a time when no amount is due under the Secured Credit Documents but at a time when amounts may or will become due), without any obligation on the part of the Collateral Agent to apply such moneys in or towards the discharge of such Secured Obligations.

17. PROTECTION OF THIRD PARTIES

17.1 Consideration

The receipt of the Collateral Agent or any Receiver or Delegate shall be conclusive discharge to a purchaser and any sale or disposal of any of the Security Assets or any acquisition by the Collateral Agent or any Receiver or Delegate shall be for such consideration, and made in such manner and on such terms as it thinks fit.

17.2 Protection of Purchasers

- (a) No purchaser or other person dealing with the Collateral Agent, any Receiver or any Delegate shall be bound to inquire whether the right of the Collateral Agent or such Receiver or Delegate to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Collateral Agent or such Receiver or Delegate in such dealings.
- (b) All the protections given to purchasers from a mortgagee by sections 104 and 107 of the LPA 1925, and to persons dealing with a receiver in section 42(3) of the Insolvency Act 1986, shall apply equally to any person purchasing from or dealing with the Collateral Agent, any Receiver or any Delegate.

18. NO LIABILITY

Neither the Collateral Agent nor any Secured Party nor any Receiver or Delegate nor any officer, agent or employee of any of them will in any circumstances (whether by reason of taking possession of the Security Assets or for any other reason whatsoever):

- (a) be liable to account to any Chargor or any other person for anything except the Collateral Agent's own actual receipts; or
- (b) be liable to any Chargor or any other person as a result of or in connection with:
 - (i) taking any action permitted by this Deed;
 - (ii) any neglect, default or omission in relation to the Security Assets; or
 - (iii) taking possession of or realising all or any part of the Security Assets,

except in each case, to the extent directly caused by fraud or wilful default or negligence on its part, as determined by a court of competent jurisdiction in a final, non-appealable judgement.

19. PAYMENTS FREE OF DEDUCTION

All payments to be made to the Collateral Agent under this Deed shall be made free and clear of and without deduction for or on account of Tax unless a Chargor is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by such Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to Tax such deduction or withholding has been made, receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

20. SECURED PARTIES

Each party agrees that the Collateral Agent's interests and rights under and in respect of this Deed shall be held by the Collateral Agent as agent and, to the extent permitted by law, trustee for itself and the Secured Parties for the time being and from time to time on the terms set out in the Intercreditor Agreement. Accordingly, unless the context requires otherwise, all references in this Deed to the Collateral Agent mean the Collateral Agent in its capacity as agent and trustee, and each party to this Deed also agrees that the Secured Parties for the time being and from time to time shall have the benefit of this Deed.

21. ASSIGNMENT

21.1 Assignment by the Collateral Agent

The Collateral Agent may at any time, without the consent of any Chargor, assign or transfer any of its rights and obligations under this Deed to any person to whom its rights and obligations under the Intercreditor Agreement and each other Secured Credit Document may be assigned or transferred.

21.2 Assignment by a Chargor

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

22. AMENDMENTS

Notwithstanding any other provision of this Deed, this Deed may not be amended except as provided in the Secured Credit Documents, including in the circumstances expressly contemplated in the definitions of "Junior Liens", or "Other First Liens" in the Credit Agreement, or to give effect to any intercreditor agreement permitted to be entered into thereunder.

23. NOTICES**23.1 Communications in writing**

Any communication to be made under or in connection with this Deed shall be in writing and, unless otherwise stated, may be made by fax or letter.

23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Deed for any communication or document to be made or delivered under or in connection with this Deed is that identified with its signature below or any substitute address, fax number or department or officer as the party may notify to the other parties by not less than five Business Days' notice.

23.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 23.2 (Addresses), if addressed to that department or officer.

24. REMEDIES AND WAIVERS

No delay or omission on the part of the Collateral Agent in exercising any right provided by law or under this Deed shall impair, affect or operate as a waiver of that or any other right. The single or partial exercise by the Collateral Agent of any right shall not unless otherwise expressly stated preclude or prejudice any other or further exercise of that, or the exercise of any other, right. The rights of the Collateral Agent under this Deed are in addition to and do not affect any other rights available to it by law.

25. PARTIAL INVALIDITY

- (a) If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither:
 - (i) the legality, validity or enforceability of the remaining provisions under the law of that jurisdiction or any other jurisdiction; nor
 - (ii) the legality, validity or enforceability of such provision under the law of any other jurisdiction,
 will in any way be affected or impaired.
- (b) The parties shall enter into good faith negotiations, but without any liability whatsoever in the event of no agreement being reached, to replace any illegal, invalid or unenforceable provision with a view to obtaining the same commercial effect as this Deed would have had if such provision had been legal, valid and enforceable.

26. TRUSTS

If any trust intended to arise pursuant to any provision of this Deed fails or for any reason (including the laws of any jurisdiction in which any assets, moneys, payments or distributions may be situated) cannot be given effect to, each Chargor will pay to the Collateral Agent for application in accordance with Clause 15 (Application Of Moneys) an amount equal to the amount (or the value of the relevant assets) intended to be so held on trust for the Collateral Agent.

27. ENFORCEMENT EXPENSES

27.1 Expenses and Indemnity

The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred in connection with this Deed by the Chargors, and the Collateral Agent and other indemnitees shall be indemnified by the Chargors, in each case of this Clause 27.1, as provided in Section 9.05 (Expenses; Indemnity) of the Credit Agreement or Section 7.07 (Compensation and Indemnity) of the Indenture (as the context so requires), which shall be deemed to be set forth in full herein *mutatis mutandis*.

27.2 Stamp Tax and VAT

Section 2.17 (Taxes) of the Credit Agreement or Section 4.17 (Additional Amounts) of the Indenture (as the context so requires) shall apply mutatis mutandis to any amount payable under a Secured Credit Document to any Secured Party or Receiver or attorney, manager, agent or other person appointed by the Collateral Agent under this Deed.

28. MISCELLANEOUS

28.1 NewAccounts

- (a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with a Chargor.
- (b) If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations.

28.2 Time Deposits

Without prejudice to any right of set-off any Secured Party may have under any Secured Credit Document or otherwise, if any time deposit matures on any account any Chargor has with any Secured Party:

- (a) after the occurrence of an Event of Default which is continuing; and
- (b) when none of the Secured Obligations is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party in its absolute discretion considers appropriate unless that Secured Party otherwise agrees in writing.

28.3 Notice of Assignment

This Deed constitutes notice in writing to each Chargor of any Security in respect of a debt owed by such Chargor to any other member of the Group and contained in any other Secured Credit Document.

28.4 Covenants

Any covenant of the Chargors under this Deed remains in force until the Security is released in accordance with the terms of this Deed and is given for the benefit of each Secured Party.

28.5 Security Assets

The fact that no details of any Security Assets are inserted in Schedules to this Deed does not affect the validity or enforceability of the Security created by this Deed.

28.6 Determination

Any certificate or determination by any Secured Party or any Receiver under any Secured Credit Document of the amount of any indebtedness comprised in the Secured Obligations or any applicable rate of interest is, in the absence of manifest error, conclusive evidence of the matters to which it relates, to the extent provided in the Secured Credit Documents.

29. EXECUTION AS A DEED

Each of the parties intends this Deed to be a deed and confirms that it is executed and delivered as a deed, notwithstanding the fact that any one or more of the parties may only execute it under hand.

30. COUNTERPARTS

This Deed may be executed in any number of counterparts, and by the parties to this Deed on separate counterparts, but will not be effective until each such party has executed at least one counterpart. Each counterpart shall constitute an original of this Deed, but all the counterparts will together constitute one and the same instrument. Delivery of an executed counterpart to this Deed by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed original.

31. JURISDICTION

- (a) 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**").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 31 is for the benefit of only the Secured Parties. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

32. GOVERNING LAW

This Deed is governed by and is to be construed in accordance with English law. Except as otherwise agreed in the other Secured Credit Documents, any matter, claim or dispute

arising out of or in connection with this Deed, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

IN WITNESS of which this document has been signed on behalf of the Collateral Agent and executed as a deed by each Chargor and is delivered on the date stated at the beginning of this Deed.

The Chargors

MALLINCKRODT UK LTD

EXECUTED as a deed by MALLINCKRODT UK LTD

acting by Stephanie D. Miller, a
director in the presence of:

}

[Redacted Signature]

Director

Witness's Signature

[Redacted Signature]

Name: Brian Miller

Address: Englefield Lodge, Englefield Green TW20DBP

Occupation: Attorney

MKG MEDICAL UK LTD

EXECUTED as a deed by MKG MEDICAL UK LTD

acting by Stephanie D. Miller a director

}

[Redacted Signature]

Director

in the presence of:

Witness's Signature

[Redacted Signature]

Name: Brian Miller

Address: Englefield Lodge, Englefield Green TW20 0BP

Occupation: Attorney

MUSHI UK HOLDINGS LIMITED

EXECUTED as a deed by

MUSHI UK HOLDINGS LIMITED

acting by Stephanie D. Miller, a
director

} 
Director

in the presence of:

Witness's Signature



Name: Brian Miller

Address: Englefield Lodge, Englefield Green TW20 0BP

Occupation: Attorney

MALLINCKRODT ENTERPRISES UK LIMITED

EXECUTED as a deed by

MALLINCKRODT ENTERPRISES UK LIMITED
acting by Stephanie D. Miller, a
director in the presence of:

} 
Director

Witness's Signature



Name: Brian Miller

Address: Englefield Lodge, Englefield Green TW20 0BP

Occupation: Attorney

MALLINCKRODT ARD HOLDINGS LIMITED

EXECUTED as a deed by

MALLINCKRODT ARD HOLDINGS LIMITED

acting by Stephanie D. Miller

a director in the presence of:

}

[Redacted Signature]

Director

Witness's Signature

[Redacted Signature]

Name:

Brian Miller

Address:

Englefield Lodge, Englefield Green TW20 0BP

Occupation:

Attorney

MALLINCKRODT PHARMACEUTICALS LIMITED

EXECUTED as a deed by

MALLINCKRODT PHARMACEUTICALS LIMITED

acting by Stephanie D. Miller

a director in the presence of:

}

[Redacted Signature]

Director

Witness's Signature

[Redacted Signature]

Name: Brian Miller

Address: Englefield Lodge, Englefield Green TW200BP

Occupation: Attorney

MALLINCKRODT UK FINANCE LLP

EXECUTED as a deed by

MALLINCKRODT UK FINANCE LLP acting by
Mallinckrodt Pharmaceuticals Limited
a member, in the presence of:

}

[Redacted Signature]

Member

Witness's Signature

[Redacted Signature]

Name: Brian Miller

Address: Englefield Lodge, Englefield Green TW200BP

Occupation: Attorney

The Collateral Agent

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent

By

Alicia Schug
Vice President
alicia.schug@db.com / 212-250-4796

By:

Philip Tancorra
Vice President
philip.tancorra@db.com / 212-250-6576

Address: Leveraged Finance Group
Deutsche Bank Securities
60 Wall Street, New York, NY 10005

Attention: Philip Tancorra

Email: philip.tancorra@db.com

Phone: (212) 250 6576