



**Registration of a Charge**

Company name: **STENA CARRON DRILLING LIMITED**

Company number: **09593988**



X5AADDY1

Received for Electronic Filing: **01/07/2016**

---

**Details of Charge**

Date of creation: **27/06/2016**

Charge code: **0959 3988 0001**

Persons entitled: **CITIBANK, N.A., LONDON BRANCH**

Brief description:

**Contains fixed charge(s).**

**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 THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WATSON FARLEY & WILLIAMS LLP**



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

Company number: 9593988

Charge code: 0959 3988 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2016 and created by STENA CARRON DRILLING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st July 2016 .

Given at Companies House, Cardiff on 4th July 2016

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 27 June

~~February~~ 2016

**STENA CARRON DRILLING LIMITED**  
as Assignor

and

**CITIBANK, N.A., London Branch**  
as Pari Passu Collateral Agent

**STENA CHARTERER'S  
INSURANCE ASSIGNMENT**

relating to  
m.v. "STENA CARRON"

We hereby certify this document to be a true  
copy of the original.

*Watson Farley & Williams LLP*  
Watson Farley & Williams LLP  
15 Appold Street  
London EC2A 2HB  
United Kingdom

## Index

Clause		Page
1	Definitions and Interpretation .....	2
2	Assignment.....	4
3	Representations and Warranties .....	7
4	Covenants.....	9
5	Protection of Security.....	9
6	Enforceability and Pari Passu Collateral Agent's Powers .....	9
7	Application of Moneys .....	12
8	Further Assurances.....	13
9	Power of Attorney .....	13
10	Supplemental .....	14
11	Law and Jurisdiction .....	15
	Execution Page .....	16

**THIS DEED** is made on ~~27 June~~ February 2016

## **PARTIES**

- (1) **STENA CARRON DRILLING LIMITED**, a company incorporated in England whose registered office is at 45 Albemarle Street, London W1S 4JL, United Kingdom (the "**Assignor**"); and
- (2) **CITIBANK, N.A., London Branch**, acting through its office at Citigroup Centre, 33 Canada Square, Canary Wharf, London E14 5LB (the "**Pari Passu Collateral Agent**" which expression includes its successors and assigns).

## **BACKGROUND**

- (A) By a term loan agreement dated 3 March 2014 and made by and between, amongst others, (i) the Company, as borrower, (ii) the Parent, as guarantor, (iii) the Term Loan Lenders listed therein, as lenders and (iv) the Term Loan Agent, as administrative agent, it was agreed that the Term Loan Lenders would make available to the Company a term loan facility of up to US\$650,000,000 in aggregate.
- (B) The Company has issued \$350,000,000 in aggregate principal amount of its 5.75% senior secured notes due 2024 pursuant to an indenture dated as of 21 February 2014 and made by and between, amongst others, (i) the Company, as issuer, (ii) the Parent, as guarantor (iii) the Trustee, as trustee and (iv) the Pari Passu Collateral Agent, as supplemented by a supplemental indenture dated 3 March 2014 and made between (i) the Stena Carron Owner and the Stena Drillmax Owner, as subsidiary guarantors, (ii) the Trustee and (iii) the Pari Passu Collateral Agent.
- (C) By a guaranty agreement dated 3 March 2014 and made by and between (i) the Stena Carron Owner, (ii) the Stena Drillmax Owner, (iii) the Parent and (iv) the Term Loan Agent, the Parent, the Stena Carron Owner and the Stena Drillmax Owner have jointly and severally guaranteed the liabilities and obligations of the Company under the Term Loan Agreement.
- (D) Pursuant to Article XII of the Indenture, the Stena Carron Owner and the Stena Drillmax Owner have jointly and severally guaranteed the liabilities and obligations of the Company under the Indenture and the Notes.
- (E) On 3 March 2014, the Pari Passu Collateral Agent, the Trustee, the Term Loan Agent, the Company, the Parent and the other Grantors party thereto have entered into the Intercreditor Agreement.
- (F) The proceeds of the issuance of the Notes were deposited into an escrow account pursuant to an escrow agreement dated 21 February 2014 and made by and between (i) the Company, (ii) the Parent, (iii) the Trustee and (iv) Citibank, N.A., as escrow agent (and have since been released).
- (G) It is one of the conditions to the continued availability of the term loan facility under the Term Loan Agreement and a requirement of the Indenture that the Assignor enters into this Deed as security for the Pari Passu Obligations.
- (H) This Deed supplements the Term Loan Agreement and the Indenture and is an Insurance Assignment referred to in the Intercreditor Agreement.

## OPERATIVE PROVISIONS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Defined expressions

Words and expressions defined in the Intercreditor Agreement shall have the same meanings when used in this Deed unless given a different meaning in this Deed or unless the context otherwise requires.

#### 1.2 Definitions

In this Deed:

**"Assignor's Insurances"** means:

- (a) all policies and contracts of insurance, including entries of the Vessel in any protection and indemnity or war risks association, which are effected by or for the benefit of (amongst others) the Assignor in respect of the Vessel, its earnings or otherwise in relation to the Vessel; and
- (b) all rights and other assets relating to, or derived from, any of the foregoing, including any rights to a return of a premium.

**"Charter In"** means the sub-demise charter of the Vessel entered or to be entered into between the Stena Carron Charterer and the Assignor and any other bareboat charter in respect of the Vessel made between the Stena Carron Charterer (or the Stena Carron Owner) and the Assignor, whether now in existence or entered into at any time hereafter during the Security Period.

**"Compulsory Acquisition"** means requisition for title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation, forfeiture or confiscation for any reason of the Vessel by any Government Entity or other competent authority, whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition for title.

**"Company"** means Stena International S.A., a société anonyme organised under the laws of Luxembourg whose registered office is at 26b Boulevard Royal, L-2449 Luxembourg, in its capacity as a party to any Pari Passu Document.

**"Escrow Agreement"** means the escrow agreement referred to in Recital (F).

**"Government Entity"** means and includes (whether having a distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agent and any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant.

**"Indenture"** means the indenture dated as of 21 February 2014 referred to in Recital (B) as supplemented by the supplemental indenture also referred to in Recital (B).

**"Intercreditor Agreement"** means an intercreditor agreement dated 3 March 2014 and made by and between, amongst others, (i) the Pari Passu Collateral Agent, (ii) the Term Loan Agent, (iii) the Trustee, (iv) the Company, (v) the Parent, (vi) the Stena Carron Owner and (vii) the Stena Drillmax Owner.

**"Major Casualty"** means any casualty to the Vessel in respect of which the claim or the aggregate of the claims against all insurers, before adjustment for any relevant franchise or deductible, exceeds \$25,000,000 or the equivalent in any other currency.

**"Parent"** means Stena AB (publ), a company incorporated in Sweden whose registered office is at SE-405 19 Gothenburg, Sweden.

**"Pari Passu Obligations"** means:

- (a) the Term Loan Obligations;
- (b) the Notes Obligations;
- (c) all Other Pari Passu Obligations; and
- (d) all other obligations of the Company and the Guarantors in respect of, or arising under, the Pari Passu Documents,

plus interest and all fees, costs, charges and expenses, including legal fees and expenses to the extent authorised under the Pari Passu Documents, in each case whether accrued or incurred before or after the commencement of an Insolvency or Liquidation Proceeding, and whether or not allowed or allowable in an Insolvency or Liquidation Proceeding.

**"Purchase Agreement"** means the agreement dated 11 February 2014 and made by and between (i) the Parent, (ii) the Company, (iii) the Stena Carron Owner and the Stena Drillmax Owner and (iv) Citigroup Global Markets LLC, as representative of the several initial purchasers identified therein.

**"Receiver"** means any receiver and/or manager (or joint receivers and/or managers) appointed under Clause 6.3 (*Right to appoint Receiver*).

**"Requisition Compensation"** means all sums of money or other compensation from time to time payable to the Assignor in respect of Compulsory Acquisition of the Vessel.

**"Secured Assets"** means those assets of the Assignor assigned to the Pari Passu Collateral Agent pursuant to Clause 2.1 (*Assignment*).

**"Security Period"** means the period starting on the date of this Deed and ending on the date on which the Pari Passu Obligations have been irrevocably and unconditionally paid and discharged in full (other than contingent indemnification obligations for which no claim has been made).

**"Stena Carron Charterer"** means Stena Carron Cyprus Limited, a company incorporated in Cyprus whose registered office is at Lophitis Business Centre II, 28th October Street, 4th Floor, Office no. 401, CY-3035 Limassol, Cyprus.

**"Stena Carron Owner"** means Stena Carron Lux 3 S.à r.l., a company incorporated in Luxembourg whose registered office is at 26b Boulevard Royal, L-2449 Luxembourg.

**"Stena Drillmax Owner"** means Stena Drillmax Lux 3 S.à r.l., a company incorporated in Luxembourg whose registered office is at 26b Boulevard Royale, L-2449 Luxembourg.

**"Term Loan Agent"** means Citibank, N.A., in its capacity as administrative agent for the Term Loan Secured Parties (and includes its successors and assigns).

**"Term Loan Agreement"** means the term loan agreement referred to in Recital (A).

**"Total Loss"** means:

- (a) the actual or constructive or compromised or arranged total loss of the Vessel;
- (b) the Compulsory Acquisition of the Vessel; and

- (c) the hijacking, theft, condemnation, forfeiture, capture, seizure, arrest, detention or confiscation of the Vessel (other than where the same amounts to the Compulsory Acquisition of the Vessel) by any Government Entity, or by persons acting or purporting to act on behalf of any Government Entity, unless the Vessel is released and restored to the Assignor from such hijacking, theft, forfeiture, condemnation, capture, seizure, arrest, detention or confiscation within 180 days after the occurrence thereof.

"**Trustee**" means The Bank of New York Mellon, in its capacity as trustee under the Indenture (and includes its successors and assigns).

"**Vessel**" means the dynamically positioned deepwater drillship "STENA CARRON" registered in the name of the Stena Carron Owner under United Kingdom flag with Official Number 737929 and IMO Number 9364954 and includes any share or interest in that vessel and its engines, machinery, boats, tackle, outfit, spare gear, fuel, consumable or other stores, belongings and appurtenances whether on board or ashore and whether now owned or hereafter acquired.

### **1.3 Approvals etc. of Pari Passu Collateral Agent**

References in this Deed to the co-operation of, or to an approval, consent, discretion or requirement of, the Pari Passu Collateral Agent means the co-operation of, or an approval, consent, discretion or requirement of, the Pari Passu Collateral Agent acting on the instructions of the Controlling Party pursuant to the Intercreditor Agreement.

### **1.4 General Interpretation**

In this Agreement:

- (a) references to, or to a provision of, a Pari Passu Document or any other document are references to it as amended, restated, supplemented or otherwise modified in accordance with its terms, whether before the date of this Deed or otherwise;
- (b) references to, or to a provision of, any law include any amendment, extension, re-enactment or replacement, whether made before the date of this Deed or otherwise;
- (c) words denoting the singular number shall include the plural and vice versa; and
- (d) this Clause 1.4 (*General Interpretation*) applies unless the contrary intention appears.

### **1.5 Inconsistency between provisions of the Term Loan Agreement, the Indenture and this Deed**

This Deed shall be read together with the Term Loan Agreement and the Indenture but in case of any conflict between the Term Loan Agreement or the Indenture and this Deed, the provisions of the Term Loan Agreement or the Indenture (as the case may be) shall prevail.

## **2 ASSIGNMENT**

### **2.1 Assignment**

The Assignor, with full title guarantee, assigns to the Pari Passu Collateral Agent absolutely as security for the Pari Passu Obligations all rights and interests which now or at any later time it has to, in or in connection with:

- (a) the Assignor's Insurances; and
- (b) any Requisition Compensation.



Each security interest created in respect of any of the Secured Assets by this Clause 2.1 (*Assignment*) is a separate and independent security interest and if any one of them is construed and categorised as a floating charge, that construction and categorisation shall not result in any of the others being so categorised.

## **2.2 Payment of Assignor's Insurances**

All the proceeds of the Assignor's Insurances shall be paid and applied in accordance with the provisions of the loss payable clauses endorsed on the Assignor's Insurances pursuant to Clause 2.9 (*Notice of assignment*) and applied in accordance with the provisions of Clause 7 (*Application of Moneys*).

## **2.3 Payment of Requisition Compensation**

All Requisition Compensation shall be paid to the Pari Passu Collateral Agent and applied in accordance with the provisions of Clause 7 (*Application of Moneys*).

## **2.4 Continuing security**

Subject to the provisions of Clause 2.11 (*Release of security*), this Deed shall remain in force until the end of the Security Period as a continuing security and, in particular:

- (a) the security interests created by Clause 2.1 (*Assignment*) shall not be satisfied by any intermediate payment or satisfaction of the Pari Passu Obligations;
- (b) the security interests created by Clause 2.1 (*Assignment*), and the rights of the Pari Passu Collateral Agent under this Deed, are only capable of being extinguished, limited or otherwise adversely affected by an express and specific term in a document signed by or on behalf of the Pari Passu Collateral Agent;
- (c) no failure or delay by or on behalf of the Pari Passu Collateral Agent to enforce or exercise a security interest created by Clause 2.1 (*Assignment*) or a right of the Pari Passu Collateral Agent under this Deed, and no act, course of conduct, acquiescence or failure to act (or to prevent the Assignor from taking certain action) which is inconsistent with such a security interest or such a right or with such a security interest being a fixed security shall preclude or estop the Pari Passu Collateral Agent (either permanently or temporarily) from enforcing or exercising it or result in a security interest expressed to be a fixed security taking effect as a floating security; and
- (d) this Deed shall be additional to, and shall not in any way impair or be impaired by:
  - (i) any other security interest whether in relation to property of the Assignor or that of a third party; or
  - (ii) any other right of recourse as against the Assignor or any third party,

which the Pari Passu Collateral Agent or any other Pari Passu Secured Party now or subsequently has in respect of any of the Pari Passu Obligations.

## **2.5 Principal and independent debtor**

The Assignor shall be liable under this Deed as a principal and independent debtor and accordingly it shall not have, as regards this Deed, any of the rights or defences of a surety.

## **2.6 Waiver of rights and defences**

Without limiting the generality of Clause 2.5 (*Principal and independent debtor*), the Assignor shall neither be discharged by, nor have any claim against the Pari Passu Collateral Agent or any other Pari Passu Secured Party in respect of:

- (a) any amendment or supplement being made to any of the Pari Passu Documents;
- (b) any arrangement or concession (including a rescheduling or acceptance of partial payments) relating to, or affecting any of the Pari Passu Documents;
- (c) any release or loss (even though negligent) of any right or security interest created by any of the Pari Passu Documents;
- (d) any failure (even though negligent) promptly or properly to exercise or enforce any such right or security interest, including a failure to realise for its full market value an asset covered by such a security interest; or
- (e) any Pari Passu Document or any security interest now being or later becoming void, unenforceable, illegal or invalid or otherwise defective for any reason, including a neglect to register it.

## **2.7 Subordination of rights of Assignor**

All rights which the Assignor at any time has (whether in respect of this Deed or any other transaction) against the Company, any other Grantor or their respective assets shall be subordinated to the rights of the Pari Passu Secured Parties under the Pari Passu Documents so that the Assignor shall not:

- (a) claim, or in a bankruptcy of the Company or any other Grantor prove for, any amount payable to the Assignor by the Company or any other Grantor, whether in respect of this Deed or any other transaction;
- (b) take or enforce any security interest for any such amount;
- (c) claim to set-off any such amount against any amount payable by the Assignor to the Company or any other Grantor if an Event of Default is continuing; or
- (d) claim any subrogation or other right in respect of any Pari Passu Document or any sum received or recovered by any Pari Passu Secured Party under a Pari Passu Document.

## **2.8 No obligations imposed on Pari Passu Collateral Agent**

The Assignor shall remain liable to perform all obligations connected with the Secured Assets and the Pari Passu Collateral Agent shall not, in any circumstances, have or incur any obligation of any kind in connection with the Secured Assets.

## **2.9 Notice of assignment**

The Assignor shall promptly:

- (a) give written notice (materially in the form set out in Appendix B to the Security Assignment in respect of the Vessel or in such other form as the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) may reasonably require) in accordance with normal market practice to all brokers, insurance companies and underwriters (or, in the case of entries in protection and indemnity or war risks associations or clubs, to the managers of those associations or clubs) through whom any of the policies or entries relating to the

Assignor's Insurances are effected of the assignment of the Assignor's Insurances contained in this Deed;

- (b) procure that the interests of the Pari Passu Collateral Agent in the Assignor's Insurances shall be endorsed upon all slips, cover notes, policies, certificates of entry and other instruments of insurance issued or to be issued in connection with the Assignor's Insurances by means of the incorporation therein of the relevant loss payable clause (materially in the form set out in Appendix C to the Security Assignment in respect of the Vessel or, in relation to protection and indemnity risks, on the terms required by the rules of the association or in such other form as the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) may reasonably require) and the attachment thereto of the relevant notice of assignment referred to in paragraph (a) and/or by such other means and/or in such other form as is customary or appropriate in the insurance market in which the cover is placed;
- (c) from time to time immediately on the written request of the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) give written notice in such form as the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) shall require of the assignment of any Requisition Compensation contained in this Deed.

#### **2.10 Negative pledge; disposal of assets**

The Assignor shall not sell or create any Lien (other than a Permitted Collateral Lien) not exclusively securing the Pari Passu Obligations in favour of the Pari Passu Collateral Agent over, or otherwise dispose of, any item of the Secured Assets or any right relating to any item of the Secured Assets except as permitted by the Pari Passu Documents.

#### **2.11 Release of security**

Subject to and in accordance with the Intercreditor Agreement:

- (a) at the end of the Security Period; or
- (b) in the circumstances set forth under and in accordance with Section 2.12(a) of the Intercreditor Agreement,

the Pari Passu Collateral Agent will, at the request and cost of the Assignor, re-assign (without any warranty, representation, covenant or other recourse) to the Assignor such rights as the Pari Passu Collateral Agent then has to, or in connection with, the Secured Assets.

#### **2.12 Limited recourse**

Recourse by the Pari Passu Collateral Agent or any other Pari Passu Secured Party in respect of the obligations of the Assignor to pay any amount or perform any obligation under this Deed and under any other Collateral Agreement shall be limited to the proceeds of the Collateral which is the subject of the security granted by the Assignor which are realised by the Pari Passu Collateral Agent or any other Pari Passu Secured Party and the Assignor shall have no liability in excess of those proceeds.

### **3 REPRESENTATIONS AND WARRANTIES**

#### **3.1 General**

The Assignor represents and warrants to the Pari Passu Collateral Agent as follows.

### **3.2 Status**

The Assignor is a limited liability company, duly constituted and validly existing under the laws of its place of incorporation, possessing perpetual corporate existence, the capacity to sue and be sued in its own name and the power to own its assets and carry on its business as it is now being conducted.

### **3.3 Corporate power**

The Assignor has the power and capacity to enter into, and to perform its obligations under, this Deed and has taken all necessary action to authorise the entry into this Deed and the performance by it of its obligations hereunder.

### **3.4 Consents in force**

Save as disclosed in any legal opinion delivered under the Term Loan Agreement, the Indenture, the Escrow Agreement or the Purchase Agreement, all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other matters, official or otherwise, required by the Assignor:

- (a) in connection with the entry into, performance, validity and enforceability of this Deed and the transactions contemplated hereby;
- (b) in order to maintain its corporate existence in good standing; and
- (c) in order to ensure that it has the right, and is duly qualified and able, to conduct its business as it is conducted in all applicable jurisdictions including, without limitation to the generality of the foregoing, all such consents and approvals as are required to conduct its business and/or own and operate its assets;

have been obtained or effected and are in full force and effect other than any consent or approval required by the Assignor to conduct its business and/or own and operate its assets to the extent that the Assignor is unaware or cannot reasonably be expected to be aware of the requirement to obtain such consent or approval or to the extent that the absence of such consent or approval would not have a material adverse effect on the ability of the Assignor to perform its obligations under this Deed.

### **3.5 Legal validity**

This Deed constitutes the legal, valid and binding obligations of the Assignor enforceable in accordance with its terms except as such enforcement may be limited by any relevant bankruptcy, insolvency, administration or similar laws affecting creditors' rights generally and by general principles of equity and subject to any relevant qualifications contained in any legal opinion delivered under the Term Loan Agreement, the Indenture, the Escrow Agreement or the Purchase Agreement.

### **3.6 No conflicts**

The entry into and performance of this Deed and the transactions contemplated hereby do not and will not contravene or conflict with:

- (a) any law or regulation or any official or judicial order; or
- (b) the constitutional documents of the Assignor; or
- (c) any material agreement or document to which the Assignor is a party or which is binding upon it or any of its assets;

nor, save as contemplated by this Deed, result in the creation or imposition of any security interest on any of the assets of the Assignor pursuant to the provisions of any such agreement or document.

### **3.7 No default**

No event has occurred which constitutes a material default under or in respect of:

- (a) any agreement or document relating to Indebtedness (as such term is defined in the Pari Passu Documents) to which the Assignor is a party or by which the Assignor may be bound; or
- (b) any other agreement or document to which the Assignor is a party or by which the Assignor may be bound and which default will have, or may reasonably be expected to have, a material adverse effect on the ability of the Assignor to perform its obligations under this Deed.

### **3.8 Insolvency proceedings**

The Assignor has not taken any corporate action nor have any other steps been taken or legal proceedings been started or (to the best of the knowledge and belief of the Assignor) threatened against the Assignor for its winding-up or dissolution or for the appointment of a liquidator, administrator, receiver, administrative receiver, trustee or similar officer of the Assignor of any or all of its assets or revenues nor has the Assignor sought any other relief under any applicable insolvency or bankruptcy law.

## **4 COVENANTS**

### **4.1 General**

The Assignor shall comply with the following provisions of this Clause 4 (*Covenants*) at all times during the Security Period except as the Pari Passu Collateral Agent may otherwise permit.

### **4.2 No action to jeopardise security**

The Assignor shall not do or fail to do or cause or permit another person to do or omit to do anything which is liable to jeopardise the effectiveness or priority, in relation to any of the Secured Assets, of any security interest created by this Deed.

## **5 PROTECTION OF SECURITY**

### **5.1 Pari Passu Collateral Agent's right to protect or maintain security**

Subject to and in accordance with the terms of the Intercreditor Agreement, the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) may take any action which it may think fit for the purpose of protecting or maintaining the security created by this Deed or for any similar or related purpose.

## **6 ENFORCEABILITY AND PARI PASSU COLLATERAL AGENT'S POWERS**

### **6.1 Right to enforce security**

If an Event of Default occurs and is continuing and irrespective of whether a demand has been made under the Term Loan Agreement or the Indenture and without the necessity for the Pari Passu Collateral Agent to serve any notice or take any other action nor for any court order in any jurisdiction to the effect that an Event of Default has occurred or that the security constituted by this Deed has become enforceable:

- (a) the security constituted by this Deed shall immediately become enforceable for all purposes;
- (b) the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) shall be entitled at any time or times to serve a notice on the Assignor crystallising each charge created by this Deed which is a floating charge;
- (c) the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) shall be entitled at any time or times to exercise the powers set out in this Clause 6 (*Enforceability and Pari Passu Collateral Agent's Powers*) and in any other Pari Passu Document; and
- (d) the Pari Passu Collateral Agent shall be entitled at any time or times:
  - (i) to exercise the powers possessed by it as assignee of any item of the Secured Assets conferred by the law of any country or territory in which any item of the Secured Assets is physically present or deemed to be sited, the courts of which have or claim any jurisdiction in respect of the Assignor or any item of the Secured Assets; and
  - (ii) without limiting the scope of the Pari Passu Collateral Agent's powers under subparagraph (i) above, to exercise the powers possessed by it as a creditor or as a person with a security interest in any item of the Secured Assets conferred by English law.

## **6.2 Right to take possession, sell etc.**

If the security constituted by this Deed has become enforceable, the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) shall (subject to and in accordance with the terms of the Intercreditor Agreement) be entitled then or at any later times or times:

- (a) to exercise any right forming part of the Secured Assets;
- (b) to require that any policies and other documents relating to the Assignor's Insurances (including details of and correspondence concerning outstanding claims) be forthwith delivered to or to the order of the Pari Passu Collateral Agent;
- (c) to collect, recover and give a good discharge for any moneys or claims forming part of, or arising in relation to, any item of the Secured Assets and to permit any brokers through whom collection or recovery is effected to charge the usual brokerage therefor;
- (d) to take over or commence or defend (if necessary using the name of the Assignor) any claims or proceedings relating to, or affecting, any item of the Secured Assets which the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) may think fit and to abandon, release or settle in any way any such claims or proceedings; and
- (e) generally, to enter into any transaction or arrangement of any kind and to do anything in relation to any item of the Secured Assets which the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) may think fit.

## **6.3 Right to appoint Receiver**

If the security constituted by this Deed has become enforceable, the Pari Passu Collateral Agent may appoint a receiver and/or manager (or joint receivers and/or managers) of any or all items the Secured Assets, and the following shall apply:

- (a) the Pari Passu Collateral Agent may exercise any of the powers conferred by this Deed while a Receiver is in office and is acting;

- (b) an appointment of a Receiver shall be by deed or, at the Pari Passu Collateral Agent's option (acting on the instructions of the Controlling Party), by a document signed by any of its officers; and an appointment in respect of some only of the items of the Secured Assets may later be extended to all or any part of the remaining items of the Secured Assets;
- (c) the remuneration of a Receiver shall be fixed by the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party);
- (d) to the fullest extent permitted by law, a Receiver shall be the Assignor's agent, and the Assignor shall be responsible, to the exclusion of any liability on the part of the Pari Passu Collateral Agent and the other Pari Passu Secured Parties, for his remuneration and for his contracts, acts and defaults;
- (e) a Receiver shall have all the powers conferred by Clause 6.2 (*Right to take possession, sell*) as if the reference to the Pari Passu Collateral Agent in Clause 6.2 (*Right to take possession, sell*) were a reference to the Receiver, in addition to all the powers conferred on a Receiver by the Law of Property Act 1925;
- (f) the Assignor irrevocably and by way of security appoints every Receiver its attorney on its behalf and in its name or otherwise to execute or sign any document and do any act or thing which that Receiver considers necessary or desirable with a view to or in connection with any exercise or proposed exercise of any of his powers;
- (g) a Receiver may delegate to any person or persons of any of the powers (including the discretions) conferred on him by, or pursuant to, this Deed and may do so on terms authorising successive sub-delegations;
- (h) in the case of joint Receivers any of the powers (including the discretions) conferred by this Deed or by the general law (including the Insolvency Act 1986) may be exercised by any one or more of them, unless their appointment specifically states the contrary;
- (i) the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) may remove a Receiver, with or without appointing another Receiver; such a removal may be effected by a document signed by any of the Pari Passu Collateral Agent's officers;
- (j) the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) may appoint a Receiver to replace a Receiver who has resigned or for any other reason ceased to hold office; and
- (k) a Receiver shall be entitled to retain out of any money received by him such amounts in respect of his expenses (or to cover estimated future expenses) as he may from time to time agree with the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party).

#### **6.4 Law of Property Act 1925 not applicable**

The Assignor hereby waives the entitlement conferred by section 93 of the Law of Property Act 1925 and agrees that section 103 of that Act shall not apply to the security created by this Deed.

#### **6.5 No liability of Pari Passu Collateral Agent or Receiver**

Neither the Pari Passu Collateral Agent nor any Receiver shall be obliged to check the nature or sufficiency of any payment received by it or him under this Deed or to preserve, exercise or enforce any right forming part of, or relating to, any item of the Secured Assets.

## **6.6 No requirement to commence proceedings**

Neither the Pari Passu Collateral Agent nor any other Pari Passu Secured Party will need to commence any proceedings under, or enforce any security interest created by, the Term Loan Agreement, the Indenture or any other Pari Passu Document before commencing proceedings under, or enforcing any security interest created by, this Deed.

## **6.7 Conclusive evidence of certain matters**

As against the Assignor:

- (a) any final judgment or order not capable of further appeal of a court of competent jurisdiction in connection with any Pari Passu Document; and
  - (b) any statement or admission of the Company in connection with any Pari Passu Document,
- shall be binding and conclusive as to all matters of fact and law to which it relates.

## **6.8 Suspense account**

The Pari Passu Collateral Agent and any Pari Passu Secured Party may, for the purpose of claiming or proving in a bankruptcy of any Grantor, place any sum received or recovered under or by virtue of this Deed or any security interest connected with it on a separate suspense or other nominal account without applying it in satisfaction of that Grantor's obligations under the Pari Passu Documents.

# **7 APPLICATION OF MONEYS**

## **7.1 Receipt of Assignor's Insurances before an Event of Default**

Before an Event of Default occurs, sums recoverable in respect of the Assignor's Insurances shall be payable as follows:

- (a) any sum recoverable in respect of a Total Loss under the Assignor's Insurances against fire and usual marine risks and war risks shall be paid to the Pari Passu Collateral Agent; and
- (b) any sum recoverable in respect of a Major Casualty under the Assignor's Insurances against fire and usual marine risks and war risks shall be paid to the Pari Passu Collateral Agent but so that:
  - (i) the sum received by the Pari Passu Collateral Agent shall be paid over to the Assignor upon the Assignor providing evidence to the Pari Passu Collateral Agent that all loss and damage resulting from the casualty has been properly made good and repaired and that all repair accounts and other liabilities connected with the casualty have been paid by the Assignor; and
  - (ii) the insurers with whom the fire and usual marine risks and war risks insurances are effected may, in the case of any Major Casualty, make payment on account of the repairs which are being carried out; and
- (c) any other sum recoverable under the Assignor's Insurances against fire and usual marine risks and war risks shall be paid to the Assignor which shall apply it in making good the loss and fully repairing all damage in respect of which that insurance money was received; and
- (d) any sum recoverable under the Assignor's Insurances against protection and indemnity risks shall be paid direct to the person to whom was incurred the liability to which such sum relates (or to the Assignor in reimbursement to it of moneys expended to discharge that liability).



The Pari Passu Collateral Agent shall not give any notice referred to in any applicable loss payable clause unless Clause 7.2 (*Receipt of Assignor's Insurances after an Event of Default*) applies.

## **7.2 Receipt of Assignor's Insurances after an Event of Default**

On or after the occurrence of an Event of Default which is continuing, any sums recoverable under the Assignor's Insurances shall be payable to the Pari Passu Collateral Agent.

## **7.3 Receipt of Requisition Compensation**

Any Requisition Compensation shall at all times be payable to the Pari Passu Collateral Agent.

## **7.4 General**

All sums received by the Pari Passu Collateral Agent or by a Receiver:

- (a) in respect of the Assignor's Insurances (except any sum received by the Pari Passu Collateral Agent in respect of a Major Casualty which has been paid over to the Assignor under paragraph (b) of Clause 7.1 (*Receipt of Assignor's Insurances before an Event of Default*);
- (b) in respect of any Requisition Compensation;
- (c) in respect of any transaction or arrangement under Clause 6.1 (*Right to enforce security*), 6.2 (*Right to take possession, sell*) or 6.3 (*Right to appoint Receiver*),

shall be held by the Pari Passu Collateral Agent or the Receiver upon trust for application in accordance with Article 2.5 of the Intercreditor Agreement.

## **8 FURTHER ASSURANCES**

### **8.1 Assignor's obligation to execute further documents etc.**

The Assignor agrees that from time to time on the written request of the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) it will promptly execute and deliver to the Pari Passu Collateral Agent all further documents which the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) may reasonably require for the purpose of obtaining the full benefits of this Deed.

## **9 POWER OF ATTORNEY**

### **9.1 Appointment**

The Assignor by way of security irrevocably appoints the Pari Passu Collateral Agent its attorney (with unlimited power of substitution and delegation) with power (in its name or otherwise) following the occurrence and during the continuation of any Event of Default to take all steps that the Pari Passu Collateral Agent (acting on the instructions of the Controlling Party) shall in its discretion consider appropriate to enforce its rights under or pursuant to this Deed, including (without limitation) to give a good receipt for any money due in connection with the Secured Assets, and to institute any proceedings in connection with the Secured Assets, and otherwise to do all things which the Assignor itself could do in relation to the Secured Assets, neither the Pari Passu Collateral Agent nor any substitute or delegate of the Pari Passu Collateral Agent being liable or answerable for any involuntary losses which may happen or arise in or about the exercise of the rights, powers and discretions vested in the Pari Passu Collateral Agent under or pursuant to this Deed.