02626071/23

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge

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COMPANIES HOUSE

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

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument. Use form MR0

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

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

For official use

1 Company details

Company number: 0 9 6 2 9 9 1 5

Company name in full: GARDAWORLD CONSULTING (UK) LIMITED

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

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: d 2 d 0 m 0 m 7 y 2 y 0 y 1 y 7

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

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

Name: BARCLAYS BANK PLC

Name:

Name:

Name:

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

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

MR01
Particulars of a charge

4 Brief description

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

Brief description

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

Please limit the description to the available space.

5 Other charge or fixed security

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

[x] **Yes**

☐ **No**

6 Floating charge

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

☐ **Yes** Continue

[x] **No** Go to **Section 7**

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

☐ **Yes**

7 Negative Pledge

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

[x] **Yes**

☐ **No**

8 Trustee statement ❶

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

☐

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

9 Signature

Please sign the form here.

Signature

Signature

X Clyde & Co LLP X

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

MR01
Particulars of a charge

Presenter information

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

Contact name Diana Rumyantseva

Company name Clyde & Co LLP

Address The St Botolph Building

138 Houndsditch

Post town London

County/Region

Postcode E C 3 A 7 A R

Country United Kingdom

DX 160030 LIME STREET 5

Telephone +44 (0) 20 7876 5000

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

Important information

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

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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

Where to send

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

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

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

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

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9629915

Charge code: 0962 9915 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2017 and created by GARDAWORLD CONSULTING (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2017.

Given at Companies House, Cardiff on 2nd August 2017

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

CLYDE&CO

Gardaworld Consulting (UK) Limited
Pledgor

and

Barclays Bank PLC
Acting for itself as Collateral Agent and for the Secured Parties
Pledgee

Share Charge

We hereby certify that this is a true and accurate copy of the original

Clyde & Co LLP

Clyde & Co LLP

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Deed

Dated July 20, 2017

Between:

(1) **Gardaworld Consulting (UK) Limited,** a company registered in England and Wales with company registration number 9629915, having its registered office at The St Botolph Building, 138 Houndsditch, London EC3A 7AR; (***Pledgor***); *and*

(2) **Barclays Bank PLC**, a bank governed by the laws of England and Wales, having its registered office at 1 Churchill Place, London E14 5HP, acting for itself and as collateral agent and security trustee for the Secured Parties (**Pledgee**).

Background

(A) Pursuant to the Credit Agreement (as defined below), the Lenders have agreed to make available certain facilities to the Borrower (both as defined in the Credit Agreement).

(B) The Pledgor owns one hundred per cent (100%) of the Shares (as defined below).

(C) In connection with the Credit Agreement, the Pledgor has agreed to charge the Pledged Assets (as defined below) in accordance with the terms of this Deed.

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Credit Agreement shall have the same meaning when used in this agreement. In addition, the following definitions apply:

Charged Property *means all the assets and undertakings of the Pledgor* which from time to time are subject of the security created or expressed to be created in favour of the Pledgee by or pursuant to this Deed.

Company *means Aegis Defence Services Limited, a company registered in* England and Wales with company registration number 04541965, the registered office of which is 1 London Bridge, London, England SE1 9BG.

Credit Agreement means the New York law governed credit agreement dated 26 May 2017 and entered into between, *inter alios*, (1) the Borrower as such, (2) GW INTERMEDIATE HOLDCO CORPORATION, (2) the Pledgee, as administrative agent, collateral agent, an L/C issuer and a swing line lender and (4) the other lenders from time to time party thereto.

Deed means this deed.

Distributions means all rights and interests of the Pledgor in respect of any dividend (whether in cash, securities or otherwise), bonus shares or any other type of distribution, return or right in respect of any of the Shares

(whether by way of redemption, bonus, preference, option, substitution, conversion, disposition or otherwise).

Parties means each of the parties to this Deed from time to time.

Pledge means the first fixed charge created pursuant to Clause 3 of this Deed.

Pledged Assets means

(a) all rights, titles, interests and benefit in, to and under the Shares and any other shares in the Company which the Pledgor may subscribe to, acquire or be granted at any time in the future;

(b) all rights, titles, interests and benefit in, to and under all Distributions; and

(c) all Related Rights.

Receiver means an administrator, a receiver and manager or (if the Pledgee so specifies in the relevant appointment) receiver in each case appointed under this Deed.

Related Rights means all dividends, distributions and other income paid or payable on a Share, together with all shares or other property derived from any Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share (whether by way of conversion, redemption, bonus, preference, option or otherwise).

Secured Obligations means the Obligations (as defined in the Credit Agreement).

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

Shares means one hundred per cent (100%) of the issued share capital of the Company, which currently consists of 1,125,000 shares of £0.0001 each owned by the Pledgor.

Termination Date means the date on which all Secured Obligations (other than (i) Hedging Obligations in respect of any Secured Hedging Agreements, (ii) Cash Management Obligations in respect of any Secured Cash Management Agreements and (iii) contingent indemnification obligations and other contingent obligations) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding that is not Cash Collateralized or back-stopped to the reasonable satisfaction of the applicable L/C Issuer.

1.2 **Interpretation**

In this Deed:

(a) a "**Clause**" is, unless otherwise stated, a reference to a clause of this Deed;

(b) an "**agreement**" includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);

(c) "**assets**" includes present and future properties, revenues and rights of every description;

(d) "**losses**" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "**loss**" shall be construed accordingly;

(e) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing; and

(f) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Clause headings are for ease of reference only.

1.4 Words importing the singular shall include the plural and vice versa.

1.5 Any agreement or document (howsoever named) is to such agreement or document as it may be amended, varied, supplemented or extended from time to time, whether before or after the date of this Deed;

1.6 A provision of law or regulation is a reference to such provision as it may be amended, varied, supplemented or extended from time to time, whether before or after the date of this Deed.

1.7 The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.8 Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Credit Agreement shall have the same meaning when used in this Deed.

1.9 The terms of the documents under which the Secured Obligations arise and of any side letters between the Pledgor and any Secured Party relating to the Secured Obligations are incorporated in this Deed to the extent required for any purported disposition of the Pledged Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.10 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no rights or benefits expressly or impliedly conferred by this Deed shall be enforceable under that Act against the Parties by any other person.

2 Covenant to Pay

The Pledgor as primary obligor covenants with the Pledgee (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

3 Charging Provisions

The Pledgor, as continuing security for the payment of the Secured Obligations, charges by way of first fixed charge in favour of the Pledgee with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

(a) the Shares, and

(b) all Related Rights.

4 Protection of Security

4.1 On the date of this Deed or as promptly as possible thereafter, the Pledgor shall deposit the following documents with the Pledgee (or as it shall direct):

(a) all certificates and documents of title relating to the Shares; and

(b) undated transfer instruments executed in blank by or on behalf of the Pledgor in relation to the Shares,

on the basis that the Pledgee shall be able to hold such documents of title and stock transfer forms until the Termination Date and the Pledgee shall be entitled, at any time to complete, under its power of attorney given in this Deed, the stock transfer forms on behalf of the Pledgor in favour of itself or such other person as it shall select.

4.2 The Pledgee may retain any document delivered to it under this Clause 4 or otherwise until the security created under this Deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the Pledgor require that the document be redelivered to it and the Pledgor shall promptly comply (or procure compliance) with that notice.

4.3 Any document required to be delivered to the Pledgee under Clause 4.1 which is for any reason not so delivered or which is released by the Pledgee to the Pledgor shall be held on trust by the Pledgor for the Pledgee.

5 Representations, Warranties and Undertakings

5.1 The Pledgor hereby represents, warrants and undertakes to the Pledgee that:

(a) the Pledgor has the power, authority and legal right to own and operate its property, to hold and own all of its assets and to conduct the business in which they are currently engaged;

(b) the Pledgor has full capacity, power, legal right and lawful authority to perform all its obligations under this Deed and to create a valid and effective first ranking fixed charge over the Pledged Assets pursuant to this Deed;

(c) no action, petition, resolution or similar order for bankruptcy, winding-up, dissolution, administration, reorganisation, recovery, suspension of payments, moratorium of any indebtedness, composition, assignment, arrangement with any creditor or other similar proceedings affecting the rights of creditors generally has been taken, lodged, passed or presented with regard to the Pledgor;

(d) it does not meet or threaten to meet the criteria for the opening of any proceedings referred to under paragraph (c) above nor are subject to such proceedings;

(e) all the authorisations or actions necessary or advisable in connection with the entering into this Deed, the performance of its obligations hereunder and the granting of the Pledge have been obtained or taken and have not been withdrawn, revoked or rescinded in any way;

(f) the entry into this Deed, the performance of its obligations hereunder and the granting of the Pledge are in its best corporate interest;

(g) the Shares are fully paid and the Shares represent the whole of the issued share capital of the Company;

(h) it is the sole legal and beneficial owner of the Shares and owns the Pledged Assets free and clear of any lien, security interest, claim, option, pledge, charge, assignment, transfer or other encumbrances of any kind other than the Pledge and preferential rights arising by operation of law;

(i) the Pledge creates a valid first ranking charge over the Pledged Assets and constitutes legally binding obligations for the Pledgor, enforceable in accordance with its terms, and validly creates the security interest it purports to create;

(j) this Deed does not violate any contractual or other obligation binding upon the Pledgor or any law to which the Pledged Assets or the Pledgor are subject;

(k) in granting the Pledge, the Pledgor has relied exclusively on its own analysis of the creditworthiness and financial position of the Borrower and they have not relied on the Pledgee in this respect; and

(l) neither this Deed nor the Pledge is to be registered or recorded in Canada in order to be legal, valid, binding and enforceable against the parties hereto and third parties, including an insolvency administrator.

5.2 The Pledgor hereby represents, warrants and undertakes to the Pledgee in respect of the Company:

(a) that it is a private limited company duly incorporated under and existing under the laws of England and Wales;

(b) all the authorisations or actions necessary or advisable in connection with the entering into this Deed and the performance of its obligations hereunder have been obtained or taken and have not been withdrawn, revoked or rescinded in any way;

(c) the Company has not declared any dividends in respect of the Shares that are still unpaid on the date hereof;

(d) this Deed does not violate any contractual or other obligation binding upon the Company or any law to which the Pledged Assets or the Company is or are subject;

(e) that no action, petition, resolution or similar order for bankruptcy, voluntary or judicial winding-up, voluntary arrangement with creditors or similar proceedings affecting the rights of creditors generally has been taken, lodged, passed or presented with regard to the Company;

(f) that it does not meet or threatens to meet the criteria for the opening of any proceedings referred to under paragraph (e) above nor is subject to such proceedings; and

(g) the Shares are registered, validly issued and fully paid up and represent one hundred percent (100%) of the issued share capital of the Company.

5.3 The Pledgor undertakes to the Pledgee that the representations and warranties contained in Clause 5 shall at all times remain true and correct until the Termination Date, save that there shall be no breach of Clause 5.1(c) or 5.1(d) or Clause 5.2(d) or 5.2(e) in relation to any proceedings which is/ are dismissed, discharged, stayed or restrained within 30 days of the institution or the presentation thereof.

6 Covenants

The Pledgor covenants to the Pledgee that:

(a) it shall not dispose of the Shares or any other Pledged Asset, including, but not limited to, transfer thereof to any third party, without the prior written consent of the Pledgee;

(b) it shall not create or agree to create any lien, claim, option, pledge, charge, assignment, transfer or other encumbrances of any kind, other than the Pledge and preferential rights arising by operation of law, in respect of the Shares or any other Pledged Assets (irrespective of whether ranking behind the Pledge), and shall not permit the existence of any such lien, claim, option, pledge, charge, assignment, transfer or other encumbrance other than the Pledge and preferential rights arising by operation of law;

(c) it shall not do or cause or permit to be done anything which will, or could be reasonably expected to, materially adversely affect this Deed or the rights of the Pledgee or which in any way is inconsistent with or materially depreciates, jeopardises or otherwise prejudices the Shares or any of the Pledged Assets; and

(d) it shall cooperate with the Pledgee and sign or cause to be signed all such further documents and take all such further action as the Pledgee may from time to time reasonably request to perfect and protect the Pledge and to carry out the provisions and purposes of this Deed.

7 Pledgee's Power to Remedy

7.1 Power to Remedy

If the Pledgor fails to comply with any obligation set out in Clause 4 (*Protection of Security*), Clause 5 (*Representations, Warranties and Undertakings*) or Clause 6 (*Covenants*) and that failure is not remedied to the satisfaction of the Pledgee within 14 days of the Pledgee giving notice to the Pledgor or the Pledgor becoming aware of the failure to comply, it will

allow (and irrevocably authorises) the Pledgee or any person which the Pledgee nominates to take any action on behalf of the Pledgor which is necessary to ensure that those obligations are complied with.

7.2 **Indemnity**

The Pledgor will indemnify the Pledgee against all losses reasonably incurred by the Pledgee as a result of a breach by the Pledgor of its obligations under Clause 4 (*Protection of Security*), Clause 5 (*Representations, Warranties and Undertakings*) or Clause 6 (*Covenants*) and in connection with the exercise by the Pledgee of its rights contained in Clause 7.1 above. All sums the subject of this indemnity will be payable by the Pledgor to the Pledgee on demand.

8 Scope of the Pledge

8.1 The Pledge shall be a continuing security interest, shall remain in force until released in accordance with the terms of this Deed and shall in particular not be discharged by reason of any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

8.2 The Pledge shall not be discharged by the entry of any Secured Obligations into any current account, in which case the Pledge shall secure any provisional or final balance of such current account up to the amount in which such Secured Obligations were entered therein.

8.3 The Pledgee may at any time without discharging or in any way affecting the Pledge

(a) grant the Pledgor any time or indulgence,

(b) concur in any moratorium of the Secured Obligations,

(c) amend the terms and conditions of the Secured Obligations,

(d) abstain from taking or perfecting any other security interest and discharge any other security interest,

(e) abstain from exercising any right or recourse or from proving or claiming any debt and waive any right or recourse,

(f) apply any payment received from the Pledgors or for their account towards obligations of the Pledgors other than the Secured Obligations secured hereby, or

(g) take any other action with respect to the Secured Obligations.

9 Rights Attached to the Shares

9.1 ***Voting rights***

(a) Unless and until an Event of Default has occurred and is continuing, the Pledgor shall be entitled to exercise all voting rights and other rights and powers attached to the Shares provided that the Pledgor shall not exercise any such voting rights or powers in a manner which would prejudice to a material extent the interests of the Secured Parties under this Deed or adversely affect the validity, enforceability or existence of the Pledged Assets or Security created under this Deed. In particular, and unless agreed otherwise in writing by the

Pledgee, the Pledgor shall cast their votes against any proposal which is liable to result in a dilution of the rights attached to the Shares.

(b) Upon the occurrence of an Event of Default which is continuing, the Pledgor shall cast the votes attached to the Shares in accordance with the Pledgee's instructions only, which instructions the Pledgor shall timely seek. The Pledgee may at its sole discretion or in the case of the occurrence of an Event of Default which is continuing, and after having given written notice to the Pledgor and the Company, declare that it shall, up from such notice, exercise the voting rights in the Shares and that the Pledgor shall be precluded from doing so.

(c) In any case, the Pledgor and the Company shall give the Pledgee timely notice of all shareholders' meetings of the Company and the agenda of such meetings. The Pledgor shall not in any way waive the right (whether statutory or in accordance with the Company's articles of incorporation) to any notice period in respect of the convening of general shareholders' meetings of the Company.

9.2 **Dividends and other returns**

(a) Unless and until an Event of Default has occurred and is continuing, any Distribution shall be payable directly to the Pledgor.

(b) Upon the occurrence of an Event of Default which is continuing, the Pledgor shall hold any dividends, distributions and other monies paid on or derived from the Shares on trust for the Secured Parties and pay the same to, or as directed by, the Pledgee.

(c) If, at any time, any Shares are registered in the name of the Pledgee or its nominee , the Pledgee will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares.

(d) The Pledge shall not in any way be affected by any redenomination or reorganisation of the Shares.

10 Power of Attorney

The Pledgor, by way of security, irrevocably and severally appoints the Pledgee, each Receiver and any person nominated for the purpose by the Pledgee or any Receiver (in writing and signed by an officer of the Pledgee or Receiver) as its attorney (with full power of substitution and delegation), in its name and on its behalf, and as its act and deed to execute, seal, deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement or instrument, perform any act, or give any instructions which it ought to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Pledgee or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and the Pledgor

covenants with the Pledgee and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

11 Additional Security

The Security constituted by this Deed is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Pledgor and/or any other Secured Party may now or after the date of this Deed hold for any of the Secured Obligations, and this Security may be enforced against the Pledgee without first having recourse to any other rights of the Pledgee or any other Secured Party.

12 Enforcement

12.1 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Deed shall be immediately exercisable at any time after an Event of Default has occurred and is continuing.

12.2 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Deed, those contained in this Deed shall prevail.

12.3 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed, and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly), may be exercised by the Pledgee at any time after an Event of Default has occurred and is continuing upon the service by the Pledgee of a written notice to the Pledgor of its intent to enforce the Pledge and on the seventh UK business day following the service of such notice (excluding the day of dispatch), irrespective of whether the Pledgee has taken possession or appointed a Receiver of the Charged Property.

12.4 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Deed.

12.5 Appropriation under the Financial Collateral Regulations

(a) To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of the Pledgor hereunder constitute "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the

"Regulations")), the Pledgee shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the Pledgor at any time after an Event of Default has occurred and is continuing.

(b) The Parties agree that the value of any such appropriated financial collateral shall be:

(i) in the case of securities, the price at which such securities can be disposed of by the Pledgee; and

(ii) in the case of any other asset, the market value of such financial collateral as determined by the Pledgee,

in each case, in a commercially reasonable manner (including by way of an independent valuation). The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

13 Receivers

13.1 Appointment of Receiver

(a) Subject to paragraph (c) below, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Pledgee to the Pledgor, or if so requested by the Pledgor, the Pledgee may by writing under hand signed by any officer or manager of the Pledgee, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.

(b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Deed.

(c) The Pledgee shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

13.2 Powers of Receiver

Each Receiver appointed under this Deed shall have (subject to any limitations or restrictions which the Pledgee may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the Pledgor, each Receiver shall have power to:

(a) enter into or cancel any contracts on any terms or conditions;

(b) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;

(c) vary the terms of, determine, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;

(d) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;

(e) exercise all voting and other rights attaching to the Shares and stocks, shares and other securities owned by the Pledgor and comprised in the Charged Property, but only following a written notification from either the Receiver or the Pledgee to the Pledgor stating that the Pledgee shall exercise all voting rights in respect of the Shares and stocks, shares and other securities owned by the Pledgor and comprised in the Charged Property;

(f) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Pledgor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

(g) appoint and discharge officers and others for any of the purposes of this Deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;

(h) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Pledgor or relating to any of the Charged Property; and

(i) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 13, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the Pledgor for all such purposes,

and in each case may use the name of the Pledgor and exercise the relevant power in any manner which he may think fit.

13.3 **Receiver as Agent**

Each Receiver shall be the agent of the Pledgor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Pledgee will not be responsible for any misconduct, negligence or default of a Receiver.

13.4 **Removal of Receiver**

The Pledgee may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

13.5 **Remuneration of Receiver**

The Pledgee may from time to time fix the remuneration of any Receiver appointed by it.

13.6 **Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise).

14 Application of Proceeds

14.1 Order of Application

All moneys received or recovered by the Pledgee or any Receiver pursuant to this Deed shall (subject to the claims of any person having prior rights thereto) be applied in accordance with the terms of the Credit Agreement notwithstanding any purported appropriation by the Pledgor.

14.2 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

14.3 Application against Secured Obligations

Subject to Clause 14.1 above, any moneys or other value received or realised by the Pledgee from the Pledgor or a Receiver under this Deed may be applied by the Pledgee to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Pledgee may determine.

14.4 Suspense Account

Until the Secured Obligations are paid in full, the Pledgee or the Receiver (as applicable) may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this Deed or on account of the Pledgor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the Pledgor or the Pledgee or the Receiver as the Pledgee or the Receiver shall think fit) and the Pledgee or the Receiver may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

15 Protection of Pledgee and Receiver

15.1 No Liability

Neither the Pledgee nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default under the Loan Documents.

15.2 Primary liability of Pledgor

The Pledgor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of the Pledgor under this Deed and the charges contained in this Deed shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Pledgee or any other

Secured Party, or by any other act, event or matter whatsoever whereby the liability of the Pledgor (as a surety only) or the charges contained in this Deed (as secondary or collateral charges only) would, but for this provision, have been discharged.

15.3 **Pledgee**

The provisions set out in Section 9 of the Credit Agreement shall govern the rights, duties and obligations of the Pledgee under this Deed.

15.4 **Delegation**

The Pledgee may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Pledgee will not be liable or responsible to the Pledgor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

15.5 **Cumulative Powers**

The powers which this Deed confers on the Pledgee, the other Secured Parties and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Pledgee, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Pledgee, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

16 Protection for Third Parties

16.1 **No Obligation to Enquire**

No purchaser from, or other person dealing with, the Pledgee or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

(a) the right of the Pledgee or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or

(b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

16.2 **Receipt Conclusive**

The receipt of the Pledgee or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Pledgee or any Receiver.

17 Stamp Duty

The Pledgor will pay all present and future stamp, registration and similar taxes or charges that may be payable or determined to be payable in any jurisdiction in connection with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection with this Deed and will indemnify the Pledgee against any cost, loss and all liabilities including penalties with respect to or resulting from this delay or omission to pay any such stamp, registration and similar taxes or charges.

18 Discharge of the Pledge

18.1 If any amount paid by the Pledgor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the Pledgor or otherwise , then for the purposes of this Deed that amount shall not be considered to have been paid.

18.2 Any settlement or discharge between the Pledgor and any Secured Party shall be conditional upon no security or payment to that Secured Party by the Pledgor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Deed) that Secured Party shall be entitled to recover from the Pledgor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

18.3 The Pledgee shall grant an express release of the Pledge, as soon as is reasonably practicable upon demand of the Pledgor, following the Termination Date.

18.4 The Pledgee shall inform the Pledgor of such a release, and shall provide the directors and/or the secretary of the Pledgor with a power of attorney for the purpose of recording the release of the Pledge in the register of charges and filing the necessary release forms. Subject to section 9 of the Credit Agreement, any execution and delivery of documents pursuant to the above Clause 18.3 or this Clause 18.4 shall be without recourse to or warranty by the Pledgee.

18.5 Forthwith upon such release being granted, (i) the Pledgee shall return to the Pledgor any Pledged Assets in its possession and the Pledgors shall take delivery thereof and (ii) the Pledgee shall release the share certificates relating to the Shares.

18.6 Duties of The Pledgee

The Pledgee shall not be under any obligation to take any steps necessary to preserve any rights in the Shares or any Pledged Asset against any other parties but may do so at its option, and all costs, charges, expenses, duties and fees incurred in connection therewith shall be for the account of the Pledgor and shall be part of the Secured Obligations.

19 Costs and Expenses

19.1 Initial Expenses

All reasonable costs and expenses incurred in connection with this Deed shall be borne by the Pledgor and shall be payable by the Pledgor on demand.

19.2 Enforcement Expenses

The Pledgor shall, within three Business Days of demand, pay to each of the Pledgee, any Receiver and each other Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this Deed and any proceedings instituted by or against the Pledgee and any Secured Party as a consequence of taking or holding the Security created under this Deed or enforcing these rights.

20 *Evidence of Secured Obligations*

A certificate or determination issued by the Pledgee as to the amount and the terms and conditions of the Secured Obligations shall be conclusive evidence as against the Pledgors, save in the case of manifest error.

21 Notices

21.1 All notices or other communications under this Deed shall be sent:

(a) to the Pledgor at:

Clyde & Co LLP
The St Botolph Building
138 Houndsditch
London EC3A 7AR
United Kingdom

With a copy to:

Séguin Racine Attorneys Ltd.
Fax: + 450 681 8400
Attention: Pierre-Hubert Séguin

or to such other address or addresses as the Pledgor may from time to time notify to the Pledgee and the Company for such purpose in writing;

(b) to the Pledgee at:

Barclays Bank PLC
745 Seventh Avenue, 24th Floor
New York, NY 10019
USA
Fax: +1 (212) 526-5115
Attention: Christopher Aitkin

or to such other address or addresses as the Pledgee may from time to time notify to the Pledgor and the Company for such purpose in writing;

(c) to the Company at:

1 London Bridge
London
UK
SE1 9BG

With a copy to:

Séguin Racine Attorneys Ltd.
Fax: +450 681 8400
Attention: Pierre-Hubert Séguin

or to such other address or addresses as the Company may from time to time notify to the Pledgor and the Pledgee for such purpose in writing.

21.2 Notices and communications to be given pursuant to this Deed may be given by fax (in which case dispatch shall be evidenced by the transmission report) or by registered mail.

22 Severability

The invalidity, illegality or unenforceability of any provisions hereof shall not affect the validity, legality or enforceability of this Deed or of any other provision hereof.

23 Waiver

23.1 No failure to exercise nor any delay in exercising on the part of the Pledgee, any right, power or privileges hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

23.2 The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

24 Currency Clauses

24.1 Conversion

All monies received or held by the Pledgee or any Receiver under this Deed may be converted into any other currency which the Pledgee considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Pledgee spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

24.2 No Discharge

No payment to the Pledgee (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Pledgor in respect of which it was made unless and until the Pledgee has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Pledgee shall have a further separate cause of action against the Pledgor and shall be entitled to enforce the Security constituted by this Deed to recover the amount of the shortfall.

25 Ruling Off

If the Pledgee or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Credit Agreement) it may open a new account for the Pledgor in its books. If it does not do so then (unless it gives express notice to the contrary to the Pledgor), as from the time it receives that notice, all payments made by the Pledgor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Pledgor and not as having been applied in reduction of the Secured Obligations.

26 Redemption of Prior Charges

The Pledgee may, at any time after an Event of Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Pledgor. The Pledgor will on demand pay to the Pledgee all principal monies and interest and all losses incidental to any such redemption or transfer.

27 Assignment and Transfer

27.1 This Deed shall be binding upon and shall inure to the benefit of the Pledgor, the Pledgee and the Company, and their respective successors, transferees and assigns and references in this Deed to any of them shall be construed accordingly. The Pledgor authorises and agrees to changes to parties under Section 10.07 (*Successors and Assigns*) of the Credit Agreement and authorises the Pledgee to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

27.2 The Pledgor may not assign all or any of their rights or transfer all or any of their rights and obligations under this Deed.

27.3 The Pledgee may at any time assign or otherwise transfer all or any part of its rights under this Deed.

28 Counterparts

28.1 This Deed may be executed by the parties hereto in separate counterparts and any single counterpart or set of counterparts executed and delivered by all the parties hereto shall constitute one and the same instrument.

28.2 This Deed may be executed by the exchange of facsimile or other electronic signatures. The transmission of a facsimile or other electronic signature or execution page purported to be signed or otherwise executed by a party shall, unless that party has expressed in writing to the other party that such signature or execution is not to be effective, be deemed to be due execution and delivery by that party of this Deed.

29 Governing Law

This Deed any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.

30 Jurisdiction

30.1 Subject to Clause 30.2 below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a "Dispute"). 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.

30.2 The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against the Pledgor in any other court of competent jurisdiction.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed the day and year first above written.

Share Charge – Signatures

Executed as a **Deed** by)
GARDAWORLD CONSULTING)
(UK) LIMITED)
acting by a director in the presence of:

sign here:

Director

print name: Pierre-Hubert Séguin

In the presence of:

Witness signature: Witness sign here:

Witness name: print name: Lara Makewski

Witness address: 3030 Bvd. Le Carrefour Suite 1002
Laval, Québec H7T 2P5
Canada

Witness occupation: Attorney

Executed as a **Deed** by)
BARCLAYS BANK PLC)
acting by a director in the presence of:)

sign here:

Director

print name:

In the presence of:

Witness signature: Witness sign here:

Witness name: print name:

Witness address:

Witness occupation:

Share Charge – Signatures

Executed as a **Deed** by)
GARDAWORLD CONSULTING)
(UK) LIMITED)
acting by a director in the presence of:

sign here:

Director

print name:

In the presence of:

Witness signature: Witness sign here:

Witness name: print name:

Witness address:

Witness occupation:

Executed as a **Deed** by)
BARCLAYS BANK PLC)
acting by a director in the presence)
of:

sign here:

Director Craig Malloy

print name: Director

In the presence of:

Witness signature: Witness sign here

Witness name: print name. Sean Duggan

Witness address: 745 7th Ave
New York, NY 10019

Witness occupation: Banking