



Registration of a Charge

Company Name: **THE CREATIVE ENGAGEMENT GROUP (HOLDING CO) LTD**

Company Number: **10824165**



Received for filing in Electronic Format on the: **31/08/2021**

XAC1DXRP

Details of Charge

Date of creation: **19/08/2021**

Charge code: **1082 4165 0002**

Persons entitled: **GLAS AMERICAS LLC AS COLLATERAL AGENT**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10824165

Charge code: 1082 4165 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2021 and created by THE CREATIVE ENGAGEMENT GROUP (HOLDING CO) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2021 .

Given at Companies House, Cardiff on 1st September 2021

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**



Execution Version

THE ENTITIES LISTED IN SCHEDULE 1

AS ORIGINAL CHARGORS

IN FAVOUR OF

GLAS AMERICAS LLC

AS COLLATERAL AGENT

ENGLISH SECOND LIEN GUARANTEE AND
DEBENTURE

CONTENTS

Clause	Page
1. Definitions and Interpretation	1
2. Guarantee and Indemnity	9
3. Payment of Secured Obligations	13
4. Common Provisions	13
5. Fixed Security.....	13
6. Floating Charge	14
7. Perfection of Security	15
8. Shares	17
9. Enforcement of Security.....	18
10. Extension of Powers and Rights of Appropriation.....	19
11. Appointment of Receiver or Administrator.....	20
12. Powers of Receiver.....	21
13. Application of Monies.....	22
14. Protection of Purchasers	22
15. Persons with Significant Control Regime	23
16. Power of Attorney	23
17. Effectiveness of Security	24
18. Prior Security Interests	26
19. Subsequent Security Interests.....	27
20. Release of Security and guarantees	27
21. Set-Off.....	28
22. Intercreditor Relations	28
23. Successors and Assignees	29
24. Non-Lender Secured Parties.....	29
25. Expenses.....	32
26. Discretion and Delegation	33
27. Further Assurance.....	33
28. Counterparts	34
29. Governing Law.....	34
30. Jurisdiction	34
Schedule 1 The Original Chargors.....	35
Schedule 2 Shares	38
Schedule 3 Form of Security Accession Deed.....	42

THIS DEBENTURE is made on 19 August 2021

BY:

- (1) **THE COMPANIES** listed in Schedule 1 (*The Original Chargors*) hereto (each an "**Original Chargor**" and together the "**Original Chargors**") in favour of
- (2) **GLAS AMERICAS LLC** as collateral agent for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement and Original Second Lien Credit Agreement (the "**Collateral Agent**" which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement, as defined below).

RECITALS:

- (A) Each Original Chargor has agreed to grant security over the Charged Property owned by it to secure the Secured Obligations (as defined below).
- (B) For all purposes this Debenture and the Security created by it shall secure the Secured Obligations and is subject to the terms set out in the Intercreditor Agreement.
- (C) For the avoidance of doubt, this Debenture is intended to create second ranking security and is in all respects subject to the Security created pursuant to the Original First Lien Facility Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the Intercreditor Agreement

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Intercreditor Agreement has the same meaning in this Debenture, or any notice given under or in connection with this Debenture, as if all references in those defined terms to the Intercreditor Agreement were a reference to this Debenture or that notice.

1.2 Definitions

In this Debenture:

"Administration Event" means:

- (a) the presentation of an application to the court for the making of an administration order in relation to any Chargor; or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of any Chargor or the filing of such a notice with the court.

"Agreed Security Principles" has the meaning ascribed to that term in the Original Second Lien Credit Agreement.

"Bankruptcy Case" means:

- (a) any Chargor commencing any case, proceeding or other action (i) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or a Chargor making a general assignment for the benefit of its creditors; or
- (b) there being commenced against any Chargor, proceedings or other actions of a nature referred to in (a) above which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged or unbonded for a period of 60 days.

"Capital Stock" has the meaning ascribed to that term in the Original Second Lien Credit Agreement.

"Charged Property" means all the assets and undertaking of each Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Collateral Agent by or pursuant to this Debenture.

"Chargors" means the Original Chargors and any other Credit Party which has become a Chargor hereunder by executing a Security Accession Deed and **"Chargor"** means any of them.

"Closing Date" has the meaning ascribed to that term in the Original Second Lien Credit Agreement.

"Collateral Rights" means all rights, powers and remedies of the Collateral Agent provided by or pursuant to this Debenture or by law.

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

"Enforcement Event" means a Junior Priority Acceleration Event.

"Excluded Assets" means:

- (a) any assets or undertakings of a Chargor not located in England and Wales, the United States, any state thereof or the District of Columbia or Ireland,
- (b) any assets constituting Investments, Capital Stock or securities of any Subsidiary that is not a Credit Party, or of any company or other entity organised in a jurisdiction other than England and Wales;
- (c) anything that constitutes an "Excluded Asset" under the U.S. Guarantee and Collateral Agreement (as defined in the Original Second Lien Credit Agreement);

- (d) any Capital Stock and other securities of any subsidiary of any Chargor to the extent that the pledge of or grant of any other lien on such Capital Stock and other securities for the benefit of any holders of securities results in a Chargor or any Restricted Subsidiary (as defined in the Original Second Lien Credit Agreement) being required to file separate financial statements for such subsidiary with the United States Securities and Exchange Commission (or any other governmental authority) pursuant to either Rule 3-10 or 3-16 of Regulation S-X under the Securities Act of 1933, as amended from time to time, or any other law, rule or regulation as in effect from time to time, but only to the extent necessary to not be subject to such requirement;
- (e) assets to the extent the granting or perfecting of a security interest in such assets would result in costs or other consequences to a Chargor or any of its subsidiaries as reasonably determined in writing by the applicable Chargor and the Collateral Agent, that are excessive in view of the benefits that would be obtained by the Secured Parties;
- (f) any asset or undertaking which any Chargor is at any time prohibited (whether conditionally or unconditionally) from creating Security on, or over, by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which such Chargor is precluded from creating Security on or over without the prior consent of a third party unless consent has been received from that third party; **provided** that no Chargor shall be obliged to seek consent if such Chargor has determined in good faith (which determination shall be conclusive) that seeking to obtain such consent is reasonably likely to be prejudicial to such Chargor or its commercial relationships (and, for the avoidance of doubt, unless such determination has been made, such Chargor shall use reasonable endeavours to obtain such consent));
- (g) any asset or undertaking which, if subject to any such Security or the provisions of this Debenture, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any Credit Party in respect of that asset or undertaking or require any Credit Party to take any action materially adverse to the interests of any Credit Party;
- (h) Real Property which is not capable of being charged by way of a “floating” charge;
- (i) any Intellectual Property;
- (j) any assets subject to Permitted Security that secures Purchase Money Obligations or Financing Lease Obligations;
- (k) any investment in a joint venture or in any Subsidiary which is not wholly owned by another Credit Party; and
- (l) any cash constituting regulatory capital or customer cash,

provided that: (A) if all of the restrictions or circumstances referred to in any subparagraph above cease to apply to any assets affected by such restrictions, the relevant

assets will be deemed to constitute Charged Property under this Debenture from the date on which such restrictions cease to apply; and (B) to the extent any assets of a Chargor are excluded from the Security created by this Debenture in accordance with any sub-paragraph above this Security will secure all amounts which the relevant Chargor may receive, or has received in connection with that asset but exclude the asset itself (to the extent such amounts are not subject to any third party restrictions which prevent them from being so secured).

"Excluded Subsidiary" has the meaning ascribed to that term in the Original Second Lien Credit Agreement.

"Financing Lease Obligations" has the meaning ascribed to that term in the Original Second Lien Credit Agreement.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 5 (*Fixed Security*) of this Debenture.

"Holdco 3" means Hunter Holdco 3 Limited, a private limited company incorporated in England and Wales with company number 12487650.

"Intellectual Property" means any patents, patent applications, trademarks, trademark applications, trade names, copyrights, service marks, designs, business names, database rights, design rights, moral rights, inventions, confidential information and rights in know-how and trade secrets of each Chargor.

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date hereof between the Collateral Agent and the First Lien Collateral Agent, and acknowledged by certain of the Credit Parties, as amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or modified from time to time.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares);
- (b) all interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests;
- (c) all warrants and other instruments entitling the holder to subscribe for or acquire any of the investments described in paragraphs (a) or (b) above;
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above; and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf and all Related Rights

(including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of such investments from time to time).

"Material Adverse Effect" has the meaning ascribed to that term in the Original Second Lien Credit Agreement.

"Non-Lender Secured Parties" means the collective reference to all Original Second Lien Bank Products Providers, Original Second Lien Hedging Providers, Original Second Lien Management Credit Providers and their respective successors, assigns and transferees, in their respective capacities as such.

"Permitted Security" means any "Permitted Liens" (as defined in the Original Second Lien Credit Agreement) and "permitted liens" (howsoever defined) under any other Credit Document.

"Purchase Money Obligations" has the meaning ascribed to that term in the Original Second Lien Credit Agreement.

"Real Property" means:

- (a) any present or future freehold or leasehold or immovable property in which a Chargor has an interest; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, or leasehold or immovable property referred to in (a) above.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

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

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Restricted Subsidiary" has the meaning ascribed to that term in the Original Second Lien Credit Agreement.

"Secured Obligations" means all the Original Second Lien Obligations as defined in the Intercreditor Agreement.

"**Secured Parties**" has the meaning ascribed to the term "Original Second Lien Secured Parties" in the Intercreditor Agreement.

"**Security**" means a mortgage, charge, pledge, lien or other security interest having a similar effect.

"**Security Accession Deed**" means a deed of accession executed by a Credit Party substantially in the form set out in Schedule 3 (*Form of Debenture Accession Deed*) pursuant to which such Credit Party becomes a party to this Debenture as a Chargor.

"**Security Period**" means the period beginning on the date of this Debenture and ending on the Discharge of Original Second Lien Obligations.

"**Shares**" means (i) the stocks, shares, debentures and other securities listed in Schedule 2 (*Shares*) or in the schedule to any Security Accession Deed and (ii) all other shares in a company which is incorporated in England and Wales that a Chargor may own from time to time (whether held directly by, to the order of or on behalf of any Chargor at any time).

1.3 Construction

In this Debenture:

- 1.3.1 an "**agreement**" includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- 1.3.2 an "**amendment**" includes any amendment, supplement, variation, novation, modification, replacement or restatement and "amend", "amending" and "amended" shall be construed accordingly;
- 1.3.3 "**assets**" includes present and future properties, revenues and rights of every description;
- 1.3.4 "**enforcing**" (or any derivation) this Debenture includes the Collateral Agent appointing, or applying for or consenting in writing to the appointment of, an administrator;
- 1.3.5 "**guarantee**" means (other than in Clause 2 (*Guarantee and Indemnity*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- 1.3.6 "**including**" means including without limitation and "includes" and "included" shall be construed accordingly;
- 1.3.7 "**losses**" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "loss" shall be construed accordingly;

- 1.3.8 “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- 1.3.9 “**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;
- 1.3.10 “**shares**” includes equivalent ownership interests (and similar expressions shall be construed accordingly);
- 1.3.11 any reference to a “**Chargor**”, any “**Original Second Lien Creditor**” or the “**Collateral Agent**” shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interest and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent in accordance with the Intercreditor Agreement;
- 1.3.12 any reference to any document, agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (in each case, however fundamentally), including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Original Second Lien Facility Document;
- 1.3.13 any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules;
- 1.3.14 a provision of law is a reference to that provision as amended or re – enacted;
- 1.3.15 references in this Debenture to any Clause or Schedule, unless the context otherwise requires, shall be to a clause or schedule contained in this Debenture;
- 1.3.16 the index and headings are inserted for convenience only and are to be ignored in construing this Debenture; and
- 1.3.17 words importing the plural shall include the singular and *vice versa*.

1.4 **No Restriction**

Notwithstanding anything to the contrary in this Debenture, the terms of this Debenture shall not operate or be construed so as to restrict any transaction, matter or other step taken in connection with conducting the operations and business of each Chargor in the ordinary course that is otherwise permitted by the Original Second Lien Facility Documents and the Collateral Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step not prohibited by the Original Second Lien Facility Document, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent

document, provided that any costs and expenses reasonably incurred by the Collateral Agent entering into such documentation and/or taking such other action at the request of a Chargor pursuant to this paragraph shall be for the account of that Chargor.

1.5 Third Party Rights

- 1.5.1 Unless expressly provided to the contrary in this Debenture, a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or to enjoy the benefit of any term of this Debenture.
- 1.5.2 Notwithstanding any term of this Debenture, the consent of any person who is not a Party is not required to rescind or vary this Debenture at any time.
- 1.5.3 Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to sub-clause 1.5.2 above and the provisions of the Third Parties Act.

1.6 Intercreditor Agreement

Notwithstanding any term of this Debenture to the contrary:

- 1.6.1 any Security created pursuant to this Debenture shall secure the Secured Obligations and such Security, together with the exercise of any right or remedy by the Collateral Agent under this Debenture, shall be subject to the terms of the Intercreditor Agreement; and
- 1.6.2 prior to the Discharge of Original Second Lien Obligations, any requirement under this Debenture for a Chargor to deliver to the Collateral Agent any Charged Property and/or any documents constituting or evidencing title to any Charged Property (including but not limited to any instrument of transfer) shall be satisfied by the relevant Chargor delivering or having delivered (or procuring delivery, or having procured delivery, of) such Charged Property and/or such documents, to the Collateral Agent to be held, subject to the Intercreditor Agreement, in accordance with the terms of the Original Second Lien Facility Documents.

1.7 Present and future assets

- 1.7.1 A reference in this Debenture to any Charged Property or other assets includes, unless the contrary intention appears, present and future Charged Property and other assets.
- 1.7.2 The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Debenture.

1.8 Security Accession Deeds

This Debenture and each Security Accession Deed (if any) shall be read together and construed as one instrument so that all references in this Debenture to "this Debenture" shall be deemed to include, where the context so permits, each Security

Accession Deed which has from time to time been entered into by a Chargor and all references in this Debenture to any "Security created by this Debenture" or "Security created pursuant to this Debenture" shall be deemed to include any Security created by or pursuant to each such Security Accession Deed, and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by this Debenture shall extend and apply to the Security created by each such Security Accession Deed.

2. GUARANTEE AND INDEMNITY

2.1 Guarantee and indemnity

Subject to Clause 2.11 (*Guarantee Limitations*), each Chargor irrevocably and unconditionally jointly and severally:

- 2.1.1 guarantees to each Secured Party punctual performance by each other Credit Party of all that Credit Party's obligations under the Original Second Lien Facility Documents;
- 2.1.2 undertakes with each Secured Party that whenever another Credit Party does not pay any amount when due under or in connection with any Original Second Lien Facility Documents, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- 2.1.3 agrees with each Secured Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Secured Party immediately on demand against any cost, loss or liability it incurs as a result of a Credit Party not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Original Second Lien Facility Documents on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 2 if the amount claimed had been recoverable on the basis of a guarantee.

2.2 Continuing Guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Credit Party under the Original Second Lien Facility Documents, regardless of any intermediate payment or discharge in whole or in part.

2.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Credit Party or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Clause 2 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

2.4 **Waiver of defences**

The obligations of each Chargor under this Clause 2 will not be affected by an act, omission, matter or thing which, but for this Clause 2, would reduce, release or prejudice any of its obligations under this Clause 2 (without limitation and whether or not known to it or any Secured Party) including:

- 2.4.1 any time, waiver or consent granted to, or composition with, any Credit Party or other person;
- 2.4.2 the release of any Credit Party or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 2.4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Credit Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 2.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Credit Party or any other person;
- 2.4.5 any amendment, novation, supplement, extension whether of maturity or otherwise, restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of an Original Second Lien Facility Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Original Second Lien Facility Document or other document or security;
- 2.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Original Second Lien Facility Document or any other document or security; or
- 2.4.7 any insolvency or similar proceedings.

2.5 **Chargor Intent**

Without prejudice to the generality of Clause 2.4 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension or addition of or to any of the Original Second Lien Facility Documents and/or any facility or amount made available under any of the Original Second Lien Facility Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

2.6 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Clause 2. This waiver applies irrespective of any law or any provision of an Original Second Lien Facility Document to the contrary.

2.7 Appropriations

Until all amounts which may be or become payable by the Credit Parties under or in connection with the Original Second Lien Facility Documents have been irrevocably paid in full, the Collateral Agent (or any trustee or agent on its behalf) may:

- 2.7.1 refrain from applying or enforcing any other moneys, security or rights held or received by it (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- 2.7.2 hold in an interest-bearing or an non-interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Clause 2.

2.8 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Chargor under or in connection with the Original Second Lien Facility Documents have been irrevocably paid in full and unless the Original Second Lien Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Original Second Lien Facility Documents or by reason of any amount being payable, or liability arising, under this Clause 2:

- 2.8.1 to be indemnified by a Credit Party;
- 2.8.2 to claim any contribution from any other guarantor of any Chargor's obligations under the Original Second Lien Facility Documents;
- 2.8.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Original Second Lien Facility Documents or of any other guarantee or security taken pursuant to, or in connection with, the Original Second Lien Facility Documents by any Secured Party;
- 2.8.4 to bring legal or other proceedings for an order requiring any Credit Party to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under Clause 2.1 (*Guarantee and indemnity*);
- 2.8.5 to exercise any right of set-off against any Credit Party; and/or

- 2.8.6 to claim or prove as a creditor of any Credit Party in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Credit Parties under or in connection with the Original Second Lien Facility Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Original Second Lien Agent or as the Original Second Lien Agent may direct for application in accordance with the terms of Clause 10.14 (*Application of Proceeds*) of the Original Second Lien Credit Agreement.

2.9 **Release of Chargors' right of contribution**

If any Chargor (a "**Retiring Chargor**") ceases to be a Chargor in accordance with the terms of the Original Second Lien Facility Documents then on the date such Retiring Chargor ceases to be a Chargor:

- 2.9.1 that Retiring Chargor is released by each other Chargor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Original Second Lien Facility Documents; and
- 2.9.2 each other Chargor waives any rights it may have by reason of the performance of its obligations under the Original Second Lien Facility Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under any Original Second Lien Facility Documents or of any other security taken pursuant to, or in connection with, any Original Second Lien Facility Documents where such rights or security are granted by or in relation to the assets of the Retiring Chargor.

2.10 **Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.

2.11 **Guarantee Limitations**

- 2.11.1 In relation to a Chargor organised in England and Wales, its obligations under this Clause 2 shall not apply to the extent that it would result in such obligations constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 and are subject to any further limitations set out in the Accession Deed applicable to such Additional Chargor.
- 2.11.2 In respect of a Chargor incorporated or established in a jurisdiction other than England and Wales, the guarantee and indemnity in this Clause 2 shall be subject to any limitations set out in the Accession Deed under which the relevant company acceded to this Debenture as a Chargor

3. **PAYMENT OF SECURED OBLIGATIONS**

3.1 **Covenant to Pay**

Subject to any limits on its liability specified in the Original Second Lien Facility Documents, each Chargor covenants with the Collateral Agent as trustee for the Secured Parties that it shall on demand of the Collateral Agent discharge all obligations as and when they fall due according to their terms which such Chargor may at any time have to the Collateral Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Original Second Lien Facility Documents (including this Debenture) including any liability in respect of any further advances made under the Original Second Lien Facility Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and such Chargor shall pay to the Collateral Agent when due and payable every sum at any time owing, due or incurred by such Chargor to the Collateral Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities **provided that** neither such covenant nor the security constituted by this Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

4. **COMMON PROVISIONS**

4.1 **Common provisions as to all Security**

All the Security created by or pursuant to this Debenture is:

- 4.1.1 created in favour of the Collateral Agent as trustee for the Secured Parties and the Collateral Agent shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties;
- 4.1.2 created with full title guarantee (subject to any Permitted Security); and
- 4.1.3 continuing security for the payment and discharge of all the Original Second Lien Obligations.

4.2 **Consent for Fixed Security**

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

5. **FIXED SECURITY**

Fixed charge over Shares

Each Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

6. FLOATING CHARGE

6.1 Floating Charge

- 6.1.1 Each Chargor charges, by way of second floating charge, all present and future assets and undertakings of such Chargor.
- 6.1.2 The floating charge created by sub-clause 6.1.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Original Second Lien Facility Documents (including this Debenture) in favour of the Collateral Agent as trustee for the Secured Parties as security for the Secured Obligations.

6.2 Crystallisation: By Notice

The Collateral Agent may, by written notice to any Chargor, convert the floating charge created by Clause 6.1 (*Floating Charge*) or pursuant to a Security Accession Deed into a fixed charge with immediate effect as regards any property or assets specified in the notice if an Enforcement Event has occurred and is continuing.

6.3 Crystallisation: Automatic

- 6.3.1 Subject to Clause 6.3.3, notwithstanding Clause 6.2 (*Crystallisation: By Notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 6 (*Floating Charge*) or pursuant to a Security Accession Deed will automatically be converted (without notice) into a fixed charge with immediate effect as regards all the assets subject to the floating charge (or, in the case of sub-clauses (a), (b) and (d) below, the relevant Charged Property) if:
- (a) any Chargor creates or attempts to create any Security (other than any Security not prohibited under the Original Second Lien Facility Documents or created with the consent of the Collateral Agent) over any of the Charged Property;
 - (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property;
 - (c) an Administration Event occurs;
 - (d) a Receiver is appointed over all of any of the Charged Property;
 - (e) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor;
 - (f) a petition is presented for the compulsory winding-up of any Chargor;
 - (g) a provisional liquidator is appointed to any Chargor; or
 - (h) a resolution is passed or an order is made for the dissolution or re-organisation of any Chargor or any analogous procedure or step is taken in any jurisdiction with respect to that Chargor.

6.3.2 The floating charge created under this Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule 1B of the Insolvency Act 1986.

6.3.3 The obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including a preliminary decision or investigation), shall not be an event causing any floating charge created by this Debenture to crystallise until the date upon which it is permitted to crystallise in accordance with paragraph 13 of Schedule A1 of the Insolvency Act 1986.

6.4 Excluded Assets

6.4.1 For the avoidance of doubt, there shall be excluded from the Security created by Clause 5 (*Fixed Security*), this Clause 6 (*Floating Charge*) or any Security Accession Deed, and the other provisions of this Debenture and from the operation of any further assurance or perfection provisions contained in the Original Second Lien Facility Documents any asset or undertaking that constitutes an Excluded Asset.

6.4.2 If at any time a Chargor determines in good faith (which determination shall be conclusive) and notifies the Collateral Agent in writing that any Charged Property is or has become an Excluded Asset, the Security created pursuant to this Debenture on such Charged Property shall be automatically released and the Collateral Agent shall promptly enter into such documentation as is required by the relevant Chargor in order to release that asset from the Security created by Clause 5 (*Fixed Security*), this Clause 6 (*Floating Charge*) and the other provisions of this Debenture.

6.4.3 For the purposes of this Clause 6.4 (*Excluded Assets*), the Collateral Agent is entitled to rely absolutely and without any further investigation on any such notification from the relevant Chargor and has been irrevocably authorised by each of the Secured Parties to enter into such documentation.

7. PERFECTION OF SECURITY

7.1 Negative pledge

Except as permitted under the Junior Priority Documents and the Senior Priority Documents, or in the case of any Permitted Security, no Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Property.

7.2 **Implied covenants for title**

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 5 (*Fixed Security*) or 6 (*Floating Charge*).

7.3 **Notices of Charge**

Each Chargor shall, if requested by the Collateral Agent whilst an Enforcement Event is continuing, promptly deliver to the Collateral Agent (or procure delivery of) notices of charge (in form and substance reasonably satisfactory to the Collateral Agent) duly executed by, or on behalf of, such Chargor and such Chargor shall use all reasonable endeavours to procure that each notice is acknowledged within 10 Business Days, **provided that** if the relevant Chargor has failed to deliver to the Security Agent (or procure delivery of) the notices of charge within ten (10) Business Days of receipt of notice from the Collateral Agent requiring the delivery of such notices, each Chargor irrevocably authorises and consents to the delivery of notices of charge to a relevant third party by the Security Agent, attaching a copy of this Debenture.

7.4 **Further Advances**

Subject to the terms of the Original Second Lien Facility Documents, each Original Second Lien Creditor (other than the Collateral Agent or Original Second Lien Agent) is under an obligation to make further advances to the Borrowers and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.

7.5 **Delivery of Share Certificates**

Each Chargor shall (to the extent not otherwise provided to the Original First Lien Agent pursuant to the terms of the Original First Lien Facility Documents):

- 7.5.1 as soon as reasonably practicable after the date of this Debenture (or, if later, the date on which such Chargor accedes to this Debenture), and as soon as reasonably practicable after the date of acquisition or receipt by such Chargor of any Shares, deposit with the Collateral Agent (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of each Chargor) in respect of such Shares; and
- 7.5.2 as soon as reasonably practicable after the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, notify the Collateral Agent of that occurrence and procure the delivery to the Collateral Agent of (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (executed in blank on behalf of each Chargor) in respect thereof as the Collateral Agent may reasonably request.

8. **SHARES**

8.1 **Shares: Dividends prior to an Enforcement Event**

Unless an Enforcement Event is continuing, each Chargor shall be entitled to receive all dividends, interest and other monies paid in respect of the Shares.

8.2 **Shares: Dividends after an Enforcement Event**

Whilst an Enforcement Event is continuing, the Collateral Agent may, at its discretion, in the name of the relevant Chargor or otherwise and without any further consent or authority from any Chargor, apply all dividends, interest and other monies arising from the Shares in accordance with Clause 13 (*Application of Monies*).

8.3 **Shares: Voting rights prior to an Enforcement Event**

Unless an Enforcement Event is continuing, each Chargor shall be entitled to exercise all voting rights in relation to the Shares.

8.4 **Shares: Voting rights after an Enforcement Event**

Subject to Clause 8.5 (*Shares: Waiver of voting rights by the Collateral Agent*), whilst an Enforcement Event is continuing, the Collateral Agent may, at its discretion, in the name of the relevant Chargor or otherwise and without any further consent or authority from any Chargor, exercise (or refrain from exercising) any voting rights in respect of the Shares and transfer the Shares into the name of such nominee(s) of the Collateral Agent as it shall require.

8.5 **Shares: Waiver of voting rights by the Collateral Agent**

8.5.1 The Collateral Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or any Chargor, by notice to the relevant Chargor (which notice shall be irrevocable), elect to give up the right to exercise (or refrain from exercising) all or any of the voting rights in respect of the Shares conferred or to be conferred on the Collateral Agent pursuant to Clause 8.4 (*Shares: Voting rights after an Enforcement Event*) and the other Secured Parties unconditionally waive any rights they may otherwise have to require the Collateral Agent not to make such election or to indemnify, compensate or otherwise make them good as a consequence of making such election.

8.5.2 Once a notice has been issued by the Collateral Agent under sub-clause 8.5.1 of this Clause 8.5, on and from the date of such notice the Collateral Agent shall cease to have the rights to exercise or refrain from exercising voting rights in respect of all or any part of the Shares the subject of a notice issued under sub-clause 8.5.1 of this Clause 8.5 conferred or to be conferred on it pursuant to Clause 8.4 (*Shares: Voting rights after an Enforcement Event*) or any other provision of this Debenture and all such rights will be exercisable by the relevant Chargor. The relevant Chargor shall be entitled on and from the date of such notice, to exercise all voting rights in relation to the Shares **provided that** each Chargor shall not (except as permitted by the Original Second Lien Facility Documents) (A) exercise (and shall procure that any

nominee acting on its behalf does not exercise) such voting rights in relation to the Shares in any manner, or (B) otherwise permit or agree to any (i) variation of the rights attaching to or conferred by all or any part of the Shares (ii) exercise, renunciation or assignment of any right to subscribe for any shares or securities or (iii) reconstruction, amalgamation, sale or other disposal of any company or any of the Shares (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) if such shares are charged under this Debenture, which in each case in the reasonable opinion of the Collateral Agent would prejudice in any material respect the validity and enforceability of the security constituted by this Debenture.

8.6 Shares: Payment of Calls

Each Chargor shall, during the Security Period, pay when due all calls or other payments which may be or become due in respect of any of the Shares, and in any case of default by any Chargor in such payment, the Collateral Agent may, if it thinks fit, make such payment on behalf of the relevant Chargor in which case any sums paid by the Collateral Agent shall be reimbursed by the relevant Chargor to the Collateral Agent on demand.

8.7 Shares: Exercise of Rights

No Chargor shall, during the Security Period, (except as otherwise permitted by the Original Second Lien Facility Documents) exercise any of its rights and powers in relation to any of the Shares in any manner which, in the reasonable opinion of the Collateral Agent, would prejudice in any material respect the effectiveness of, or the ability of the Collateral Agent to realise, the security created by this Debenture.

9. ENFORCEMENT OF SECURITY

9.1 Enforcement

Whilst an Enforcement Event is continuing or if a Chargor requests the Collateral Agent to exercise any of its powers under this Debenture or if a petition or application is presented for the making of an administration order in relation to a Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of a Chargor or files such a notice with the court (save to the extent that such petition, application, notice or filing is not made by a Credit Party or any director of any Credit Party and is frivolous or vexatious and is stayed, dismissed or withdrawn within five (5) Business Days of such petition, application, notice or filing being made), the Security created by or pursuant to this Debenture is immediately enforceable and the Collateral Agent may, without notice to such Chargor and without prior authorisation from any court, in its absolute discretion:

- 9.1.1 secure and perfect its title to all or any part of the Charged Property of that Chargor;
- 9.1.2 enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property of that Chargor (and any property of the relevant Chargor which, when got in, would be part of the Charged Property) at the

times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration); and

- 9.1.3 whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

9.2 **Right of Appropriation**

To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of a Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")) the Collateral Agent shall have the right, whilst an Enforcement Event is continuing, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be:

- 9.2.1 in the case of cash, the amount standing to the credit of any account of a Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and
- 9.2.2 in the case of Shares and/or Investments, the market price of such Shares and/or Investments determined by the Collateral Agent by reference to a public index or by such other process as the Collateral Agent (acting reasonably) may select, including independent valuation.

In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

9.3 **Effect of moratorium**

The Collateral Agent shall not be entitled to exercise its rights under Clause 9.1 (*Enforcement*) or Clause 6.2 (*Crystallisation by notice*) where the right arises as a result of an Enforcement Event occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

10. **EXTENSION OF POWERS AND RIGHTS OF APPROPRIATION**

10.1 **Extension of power of sale**

The power of sale or other disposal conferred on the Collateral Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture.

10.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or in the exercise by the Collateral Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Collateral Agent without notice to any Chargor on or at any time whilst the Security created by or pursuant to this Debenture is enforceable in accordance with Clause 9 (*Enforcement of Security*).

10.3 Statutory powers

The powers conferred by this Debenture on the Collateral Agent are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Debenture) and such powers shall remain exercisable from time to time by the Collateral Agent in respect of any part of the Charged Property until the end of the Security Period. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Debenture, the terms of this Debenture shall prevail.

11. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

11.1 Appointment and Removal

Whilst the Security created by or pursuant to this Debenture is enforceable in relation to a Chargor in accordance with Clause 9.1 (*Enforcement*), the Collateral Agent may by deed or otherwise (acting through an authorised officer of the Collateral Agent):

11.1.1 without prior notice to the relevant Chargor:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property of that Chargor;
- (b) appoint two or more Receivers of separate parts of the Charged Property of that Chargor;
- (c) remove (so far as it is lawfully able) any Receiver so appointed;
- (d) appoint another person(s) as an additional or replacement Receiver(s);
or
- (e) appoint one or more persons to be an administrator of such Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986;
and

11.1.2 following notice to the relevant Chargor, appoint one or more persons to be an administrator of that Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.

11.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 11.1 (*Appointment and Removal*) shall be:

- 11.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;
- 11.2.2 for all purposes deemed to be the agent of the relevant Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Collateral Agent; and
- 11.2.3 entitled to remuneration for his services at a rate to be fixed by the Collateral Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

11.3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Collateral Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Collateral Agent in respect of any part of the Charged Property.

12. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of a Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of a Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of such Chargor):

- 12.1.1 all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- 12.1.2 all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 12.1.3 all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and
- 12.1.4 the power to do all things (including bringing or defending proceedings in the name or on behalf of that Chargor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (c) bringing into his hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Property.

13. APPLICATION OF MONIES

13.1 Application of Monies

All monies received or recovered and any non-cash recoveries made or received by the Collateral Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the Receiver, the payment or other discharge of his remuneration and of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Collateral Agent (notwithstanding any purported appropriation by that Chargor) in accordance with the Intercreditor Agreement.

13.2 Proceeds of Realisation

The Collateral Agent shall not nor shall any Receiver appointed as aforesaid nor any attorney or agent of the Collateral Agent by reason of taking possession of all or any of the Charged Property or any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever be liable to account for anything except actual receipts or be liable for any loss or damage arising from realisation of, or enforcement of rights in respect of, all or any of the Charged Property or any other property, assets, rights or undertakings of whatsoever nature (including but not limited to any other Charged Property) whether or not owned by a Chargor or any other person or in which a Chargor or such other person has an interest, from any act, default or omission in relation to all or any of the Charged Property or any other property, assets, rights or undertakings of whatsoever nature (including but not limited to any other Charged Property) whether or not owned by a Chargor or any other person or in which a Chargor or such other person has an interest, or from any exercise or non-exercise by it of any power, authority or discretion conferred upon it in relation to all or any of the Charged Property or any other property, assets, rights or undertakings of whatsoever nature (including but not limited to any other Charged Property) whether or not owned by a Chargor or any other person or in which a Chargor or such other person has an interest (except to the extent arising from the Collateral Agent or Receiver's gross negligence or wilful default).

13.3 Good Discharge

An acknowledgement of receipt signed by the relevant person to whom payments are to be made under this Clause 13 shall constitute good discharge of the Collateral Agent.

14. PROTECTION OF PURCHASERS

14.1 Consideration

The receipt of the Collateral Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Collateral Agent or any Receiver may do so for such

consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

14.2 Protection of Purchasers

No purchaser or other person dealing with the Collateral Agent or any Receiver shall be bound to inquire whether the right of the Collateral Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be required to inquire whether that power has been properly or regularly exercised by the part of the Collateral Agent or such Receiver in such dealings.

15. PERSONS WITH SIGNIFICANT CONTROL REGIME

Each Chargor will:

- (a) within the relevant timeframe, comply with Part 21A of the Companies Act 2006 to the extent that failure to do so would be materially prejudicial to the Security created by this Debenture; and
- (b) as soon as reasonably practicable, notify the Collateral Agent if it receives a warning notice or restrictions notice under schedule 1B of the Companies Act 2006,

in each case, in relation to any Shares.

16. POWER OF ATTORNEY

16.1 Appointment and Powers

Each Chargor by way of security irrevocably appoints the Collateral Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable (acting reasonably) for:

- 16.1.1 carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on a Chargor to which the Collateral Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property) and perfecting (including, for the avoidance of doubt, serving notice on any third party where necessary or desirable in order to enforce Security) and/or releasing the Security created or intended to be created in respect of the Charged Property; and
- 16.1.2 enabling the Collateral Agent and any Receiver to exercise, or delegate the exercise of, any of the Collateral Rights (including, whilst an Enforcement Event is continuing, the exercise of any right of a legal or beneficial owner of the Charged Property).

16.2 Exercise of Power

The Power of Attorney set out in Clause 16.1 (*Appointment and Powers*) above shall only be exercised:

16.2.1 whilst an Enforcement Event is continuing; or

16.2.2 if a Chargor has failed to comply with any perfection obligation of this Debenture (where such failure is deemed material by the Collateral Agent, in its sole discretion) within ten (10) Business Days of the relevant Chargor being notified of that failure.

16.3 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

17. EFFECTIVENESS OF SECURITY

17.1 Continuing Security

17.1.1 The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Collateral Agent or in accordance with its terms.

17.1.2 No part of the security from time to time intended to be constituted by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

17.2 Cumulative Rights

The security created by or pursuant to this Debenture and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Collateral Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other security. No prior security held by the Collateral Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the security constituted by this Debenture.

17.3 No Prejudice

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

17.4 Remedies and Waivers

No failure on the part of the Collateral Agent to exercise, nor any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture on the part of the Collateral Agent. No election to affirm this Debenture shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

17.5 No Liability

None of the Collateral Agent, its nominee(s) or any Receiver shall be liable: (a) to account as a mortgagee or mortgagee in possession or (b) for any loss arising by reason of taking any action permitted by this Debenture, neglect or default in connection with the Charged Property or taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

17.6 Partial Invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

17.7 Waiver of defences

The obligations assumed, and the Security created by, each Chargor under this Debenture and the Collateral Rights will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (without limitation and whether or not known to it or any Secured Party) including:

- 17.7.1 any time, waiver or consent granted to, or composition with, any Chargor or any other person;
- 17.7.2 the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any Credit Party;
- 17.7.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 17.7.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;

17.7.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of any Original Second Lien Facility Document or any other document or security or of the Secured Obligations;

17.7.6 any unenforceability, illegality or invalidity of any obligation of any person under any Original Second Lien Facility Document or any other document or security or of the Secured Obligations; or

17.7.7 any insolvency or similar proceedings.

17.8 Immediate recourse

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

17.9 Deferral of Rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

17.9.1 to be indemnified by any Chargor;

17.9.2 to claim any contribution from any guarantor of any Chargor's obligations under this Debenture; and/or

to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Original Second Lien Facility Documents or of any other guarantee or security taken pursuant to, or in connection with, this Debenture by any Secured Party.

18. PRIOR SECURITY INTERESTS

18.1 Redemption or transfer

In the event of any action, proceeding or step being taken whilst an Enforcement Event is continuing to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Property or in case of exercise by the Collateral Agent or any Receiver of any power of sale or rights of appropriation or application under this Debenture, the Collateral Agent may redeem such prior Security or procure the transfer thereof to itself.

18.2 Costs of redemption or transfer

All principal monies, interest, costs, charges and expenses of and incidental to any such redemption or transfer of a prior ranking Security whilst an Enforcement Event is continuing will be paid by the Chargors to the Collateral Agent on demand.

19. **SUBSEQUENT SECURITY INTERESTS**

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

20. **RELEASE OF SECURITY AND GUARANTEES**

20.1 **Release of Security and guarantees**

20.1.1 Upon the occurrence of the Discharge of Original Second Lien Obligations, this Debenture shall automatically terminate, each Chargor shall automatically be released from its obligations hereunder and the security created hereunder with respect to such Chargor shall be automatically released.

20.1.2 Upon any sale, disposal, transfer or other disposition of any Charged Property that is (i) permitted under the Original Second Lien Facility Documents; or (ii) consented to by the requisite Secured Parties, the security interest in such Charged Property shall be automatically released.

20.1.3 In connection with any such release, the Collateral Agent will, at the request and cost of any Chargor, but without recourse or warranty, discharge the Security constituted by this Debenture and return to that Chargor all certificates and other documents of title to its Charged Property, together with such instruments of transfer in respect thereof as may be necessary in the circumstances, duly executed in favour of such Chargor.

20.1.4 Upon any transaction or occurrence as a result of which any Chargor ceases to be a Restricted Subsidiary of Holdco 3 that is permitted under the Original Second Lien Credit Agreement, or any such Chargor being or becoming an Excluded Subsidiary in accordance with the provisions of the Original Second Lien Credit Agreement or being released from its Obligations pursuant to Subsection 7.9(b)(iv) of the Original Second Lien Credit Agreement, the Security pursuant to this Debenture on all Charged Property of such Chargor (if any) shall be automatically released, and any guarantee of such Chargor, and all obligations of such Chargor hereunder, shall terminate, all without delivery of any instrument or performance of any act by any party, and the Collateral Agent shall, upon the request of such Chargor, deliver to such Chargor or the Borrower Representative (as defined in the Original Second Lien Credit Agreement) any Charged Property of such Chargor held by the Collateral Agent hereunder and the Collateral Agent shall execute, acknowledge and deliver to such Chargor or Borrower Representative (at the sole cost and expense of such Chargor or the Borrower Representative) all releases, instruments or other documents, and do or cause to be done all other

acts, necessary or reasonably desirable for the release of such Chargor from any guarantee or Security created hereby (if any) on such Chargor's Charged Property, as applicable, as such Chargor may reasonably request.

20.2 **Clawback**

If the Collateral Agent (acting reasonably) considers that any amount paid or credited to any Secured Party is at risk of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the security constituted by this Debenture will continue and such amount will not be considered to have been irrevocably paid or credited.

20.3 **Additional Security**

The Collateral Agent will enter into any amendments to this Debenture, and agree to such releases and retaking of the Security constituted by this Debenture, as are necessary and reasonably requested from time to time by a Chargor to enable the holders of any Additional Obligations to benefit from the Security created by this Debenture.

21. **SET-OFF**

Each Chargor authorises the Collateral Agent (but the Collateral Agent shall not be obliged to exercise such right), whilst the Security created by or pursuant to this Debenture is enforceable in accordance with Clause 9.1 (*Enforcement*), to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Collateral Agent to a Chargor and apply any credit balance to which a Chargor is entitled on any account with the Collateral Agent in accordance with Clause 13 (*Application of Monies*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

22. **INTERCREDITOR RELATIONS**

Notwithstanding anything herein to the contrary, the Security created in this Debenture shall, (i) prior to the Discharge of Additional Obligations that are Senior Priority Obligations, be subject and subordinate in priority to the Security granted to any Senior Priority Agent for the benefit of the holders of the applicable Senior Priority Obligations to secure such Senior Priority Obligations pursuant to the applicable Senior Priority Documents; and (ii) prior to the Discharge of Additional Obligations that are Junior Priority Obligations, be *pari passu* and equal to the Security granted to any Additional Agent for the benefit of the holders of the applicable Additional Obligations that are Junior Priority Obligations to secure such Additional Obligations that are Junior Priority Obligations pursuant to the applicable Additional Collateral Documents (except as may be separately otherwise agreed between the Collateral Agent, on behalf of itself and the Secured Parties, and any Additional Agent, on behalf of itself and the Additional Secured Parties represented thereby).

23. SUCCESSORS AND ASSIGNEES

23.1 No assignment or transfers by Chargor

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture, except to the extent contemplated in the Original Second Lien Facility Documents or the Intercreditor Agreement.

23.2 Assignments by the Collateral Agent

To the extent permitted by the Original Second Lien Facility Documents, the Collateral Agent may assign and transfer any of its rights or obligations under this Debenture.

23.3 Changes to the Chargor

Each Chargor consents to additional Original Second Lien Credit Parties becoming Chargors as contemplated by the Original Second Lien Facility Documents and irrevocably appoints the Borrower Representative (and the Borrower Representative hereby accepts such appointment) as its attorney, with full power of substitution, for the purposes of executing any Security Accession Deed.

23.4 Successors

This Debenture shall remain in effect despite any amalgamations or mergers (however effected) relating to the Collateral Agent. References to the Collateral Agent shall include (i) any assignee or successor in title of the Collateral Agent, (ii) any entity into which the Collateral Agent is merged or converted or with which it may be consolidated, (iii) any legal entity remaining from any merger, conversion or consolidation to which such Collateral Agent is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Collateral Agent under this Debenture or to which, under such laws, those rights and obligations have been transferred (such persons described in (i) to (iv) being a successor to the Collateral Agent for all purposes under the Original Second Lien Facility Documents).

24. NON-LENDER SECURED PARTIES

24.1 Rights to Security

24.1.1 The Non-Lender Secured Parties shall not have any right whatsoever to do any of the following:

- (a) exercise any rights or remedies with respect to the Security or to direct the Collateral Agent to do the same, including the right to (i) enforce any Liens or sell or otherwise foreclose on any portion of the Security, (ii) request any action, institute any proceedings, exercise any voting rights, give any instructions, make any election, notify account debtors or make collections with respect to all or any portion of the Security or (iii) release any Chargor under this Debenture or release any Security from the Liens of any Original Second Lien

Collateral Document or consent to or otherwise approve any such release;

- (b) demand, accept or obtain any Lien on any Security (except for Liens arising under, and subject to the terms of, this Debenture);
- (c) vote in any Bankruptcy Case or similar proceeding (including any solvent liquidation or reorganization of any Subsidiary that is not a Credit Party) in respect of any Chargor (any such proceeding, for purposes of this clause (a), a "Bankruptcy") with respect to, or take any other actions concerning the Security;
- (d) receive any proceeds from any sale, transfer or other disposition of any of the Security (except in accordance with this Agreement);
- (e) oppose any sale, transfer or other disposition of the Security;
- (f) object to any debtor-in-possession financing in any Bankruptcy which is provided by one or more Original Second Lien Lenders among others;
- (g) object to the use of cash collateral in respect of the Security in any Bankruptcy; or
- (h) seek, or object to the Original Second Lien Lenders or Original Second Lien Agent seeking on an equal and ratable basis, any adequate protection or relief from the automatic stay with respect to the Security in any Bankruptcy.

24.1.2 Each Non-Lender Secured Party, by its acceptance of the benefits of this Debenture and the other Original Second Lien Collateral Documents, agrees that in exercising rights and remedies with respect to the Security, the Collateral Agent and the Original Second Lien Lenders, with the consent of the Collateral Agent, may enforce the provisions of the Original Second Lien Collateral Documents and exercise remedies thereunder and under any other Original Second Lien Facility Documents (or refrain from enforcing rights and exercising remedies), all in such order and in such manner as they may determine in the exercise of their sole business judgment. Such exercise and enforcement shall include the rights to collect, sell, dispose of or otherwise realize upon all or any part of the Security, to incur expenses in connection with such collection, sale, disposition or other realization and to exercise all the rights and remedies of a secured lender as in effect from time to time in any applicable jurisdiction. The Non-Lender Secured Parties by their acceptance of the benefits of this Debenture and the other Original Second Lien Collateral Documents hereby agree not to contest or otherwise challenge any such collection, sale, disposition or other realization of or upon all or any of the Security. Whether or not a Bankruptcy Case has been commenced, the Non-Lender Secured Parties shall be deemed to have consented to any sale or other disposition of any property, business or assets of any Chargor and the release of any or all of the Security from the Liens of any Original Second Lien Collateral Document in connection therewith.

24.1.3 Notwithstanding any provision of this Clause 24.1, the Non-Lender Secured Parties shall be entitled subject to each applicable Intercreditor Agreement to file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleadings (i) in order to prevent any Person from seeking to foreclose on the Security or supersede the Non-Lender Secured Parties' claim thereto or (ii) in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of the Non-Lender Secured Parties. Each Non-Lender Secured Party, by its acceptance of the benefits of this Debenture, agrees to be bound by and to comply with each applicable Intercreditor Agreement and authorizes the Collateral Agent to enter into the Intercreditor Agreements on its behalf.

24.1.4 Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement, agrees that the Collateral Agent and the Original Second Lien Lenders may deal with the Security, including any exchange, taking or release of Security, may change or increase the amount of the Secured Obligations, and may release any Chargor from its Secured Obligations hereunder, all without any liability or obligation (except as may be otherwise expressly provided herein) to the Non-Lender Secured Parties.

24.2 Appointment of Agent

Each Non-Lender Secured Party, by its acceptance of the benefits of this Debenture and the other Original Second Lien Collateral Documents, shall be deemed irrevocably to make, constitute and appoint the Collateral Agent, as agent under the Original Second Lien Credit Agreement (and all officers, employees or agents designated by the Collateral Agent) as such Person's true and lawful agent and attorney-in-fact, and in such capacity, the Collateral Agent shall have the right, with power of substitution for the Non-Lender Secured Parties and in each such Person's name or otherwise, to effectuate any sale, transfer or other disposition of the Security. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Non-Lender Secured Parties for the purposes set forth herein is coupled with an interest and is irrevocable. Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement and the other Original Second Lien Collateral Documents, agrees to be bound by the provisions of subsections 10.4, 10.5 and 10.6 of the Original Second Lien Credit Agreement as if it were an Original Second Lien Lender.

24.3 Waiver of Claims

To the maximum extent permitted by law, each Non-Lender Secured Party waives any claim it might have against the Collateral Agent or the Original Second Lien Lenders with respect to, or arising out of, any action or failure to act or any error of judgment, negligence, or mistake or oversight whatsoever on the part of the Collateral Agent or the Original Second Lien Lenders or their respective directors, officers, employees or agents with respect to any exercise of rights or remedies under the Original Second Lien Facility Documents or any transaction relating to the Security (including any such exercise described in Clause 24.1(b) above, except for any such action or failure to act that constitutes willful misconduct or gross negligence of such Person. To the maximum extent permitted by applicable law, none of the Collateral

Agent or any Original Second Lien Lender or any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Security or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Security upon the request of any Chargor, any Non-Lender Secured Party or any other Person or to take any other action or forbear from doing so whatsoever with regard to the Security or any part thereof, except for any such action or failure to act that constitutes willful misconduct or gross negligence of such Person.

24.4 **Designation of Non-Lender Secured Parties**

The Borrower Representative may from time to time designate a Person as a “Bank Products Provider,” a “Hedging Provider” or a “Management Credit Provider” hereunder by written notice to the Collateral Agent. Upon being so designated by the Borrower Representative, such Bank Products Provider, Hedging Provider or Management Credit Provider (as the case may be) shall be a Non-Lender Secured Party for the purposes of this Debenture for as long as so designated by the Borrower Representative; provided that, at the time of the Borrower Representative’s designation of such Non-Lender Secured Party, the obligations of the relevant Chargor under the applicable Hedging Agreement, Bank Products Agreement or Management Guarantee (as the case may be) have not been designated as Junior Priority Obligations or Additional Obligations.

25. **EXPENSES**

25.1 **Transaction Expenses**

Each Chargor shall promptly on demand pay to (or cause to be paid to) the Collateral Agent, the amount of all costs and expenses (including reasonable legal fees of a single counsel in each relevant jurisdiction) reasonably incurred by it (and by any Receiver or Delegate) in connection with (i) the negotiation, preparation, printing, and execution of this Debenture and any Security Accession Deed and any steps to perfect the security contemplated in, and in accordance with the terms of, this Debenture; and (ii) any costs and expenses of the Collateral Agent (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with an amendment, waiver or consent request from any Chargor, in each case, in accordance with Section 11.5 (*Payment of Expenses and Taxes*) of the Original Second Lien Credit Agreement, **provided that** no Chargor shall be obliged to pay (or cause to be paid) any such costs and expenses for any fees of counsel, accountants, surveyors or other experts or advisors whose engagement has not been approved by the Borrower Representative.

25.2 **Enforcement Costs**

Each Chargor shall pay (or cause to be paid) in accordance with the terms of Section 11.5 (*Payment of Expenses and Taxes*) of the Original Second Lien Credit Agreement to the Collateral Agent 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 or the Security contemplated by this Debenture or any Security Accession Deed and any proceedings instituted by or against the Collateral Agent as a consequence of taking or holding this Debenture or enforcing these rights.

25.3 No Other Tax

No Chargor shall have an obligation under this Clause 25 to any Secured Party with respect to any taxes.

25.4 Indemnification Obligations

Without duplication for any amounts paid (or indemnified) under any Original Second Lien Facility Document, the Chargors, jointly and severally, shall promptly indemnify each Receiver and Delegate against any cost, loss or liability reasonably incurred by any of them as a result of (i) the enforcement of the Security constituted by this Debenture; (ii) the exercise of any of the rights, powers, discretions, authorities and remedies vested in such Receiver and each Delegate by this Debenture; or (iii) acting as Receiver or Delegate under this Debenture or which otherwise relates to any of the Charged Property, provided, however, that no Credit Party shall be required to indemnify any Receiver or Delegate against any cost, loss or liability incurred by any of them which has resulted from (x) bad faith, gross negligence or wilful misconduct of such Receiver or Delegate, (y) a material breach of the Original Second Lien Facility Documents by such Receiver or Delegate, or (z) disputes between or among such Receiver or Delegate and the Secured Parties that do not involve an act or omission by the Credit Parties.

26. DISCRETION AND DELEGATION

26.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Collateral Agent or any Receiver may, subject to the terms and conditions of the Intercreditor Agreement and this Debenture, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

26.2 Delegation

Each of the Collateral Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Collateral Agent or the Receiver itself.

27. FURTHER ASSURANCE

At its own expense, the relevant Chargor shall execute, acknowledge and deliver, or cause the execution, acknowledgement and delivery of, and thereafter register, file or record in an appropriate governmental office, any document or instrument reasonably deemed by the Collateral Agent to be necessary or desirable for the creation, perfection and priority and the continuation of the validity, perfection and priority of any Liens created pursuant to this Debenture (to the extent the Collateral Agent determines, in its reasonable discretion, that such action is required to ensure the

perfection or the enforceability as against third parties of its security interest in such Security) in accordance with, and to the extent required by, this Debenture.

28. **COUNTERPARTS**

This Debenture may be executed in counterparts, all of which when taken together shall constitute a single deed.

29. **GOVERNING LAW**

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

30. **JURISDICTION**

30.1 **English Courts**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture).

30.2 **Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

30.3 **Exclusive Jurisdiction**

This Clause 30 (*Jurisdiction*) is for the benefit of the Collateral Agent only. As a result and notwithstanding Clause 30.1 (*English Courts*), it does not prevent the Collateral Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been signed on behalf of the Collateral Agent and executed as a deed by each Chorgor.

SCHEDULE 1
THE ORIGINAL CHARGORS

Name of Chargor	Registered Number
Apothecom ScopeMedical Limited	03692001
ArticulateScience Limited	06858871
Atomic Communications Holdings Limited	06927174
Atomic PR UK Limited	06928056
Boldscience Medical Communications Limited	03008309
Canyon Associates Limited	06015141
Catalyst Communications Group Limited	00585636
Chrysalis Medical Communications Limited	05830388
Citigate Communications Group Limited	02188080
Citigate Dewe Rogerson Limited	02184041
ClinicalThinking Limited	07964514
Cognito Medical Communications Limited	06843757
Conscientia Communications Limited	07609633
Cormis Partnership Holdings Limited	12496754
Cormis Partnership Limited	07541770
Dewe Rogerson Group Limited	03101816
Dewe Rogerson Limited	00960343
Grayling (CEE) Limited	05894329
Grayling Communications Limited	03140273
Grayling International Limited	05066506
Grayling UK Limited	01593981
Health Interactions Limited	03191357
Holmes & Marchant Communications Limited	01766310
Holmes & Marchant Corporate Design Limited	01883182

HS Corporate Investments Limited	05794494
Hunter Holdco 3 Limited	12487650
Hunter Holdco 4 Limited	12488108
Hunter UK Bidco Limited	12489386
Huntsworth Communications Limited	06025252
Huntsworth Dormant 7 Limited	01951092
Huntsworth Dormant (IH) Limited	02106385
Huntsworth Dormant (IUK)	04646385
Huntsworth Financial Group Limited	01076928
Huntsworth Health Limited	03193979
Huntsworth Healthcare Group Limited	05143203
Huntsworth Holdings Limited	05595445
Huntsworth Investments Limited	01894682
Huntsworth Limited	01729478
Huntsworth Proton UK Bidco Limited	12961001
IG Communications Limited	02005521
International Medical Press Limited	03210712
Just Communicate Limited	04100166
Mainstream Limited	03927635
Mainstream Presentations Limited	02268867
MedicalExpressions Limited	06859096
MediTech Media Limited	02074409
Nucleus Central Limited	06625423
Nucleus Global Limited	02744813
Nucleus Holdings Limited	05771207
NucleusX Consulting Limited	06874862

Quiller Associates Limited	04472442
ScientificPathways Limited	03793167
SciMentum Limited	08128893
Shiny Red Limited	05893962
SynaptikDigital Limited	05830385
Team LGM Limited	01539280
The Creative Engagement Group (Holding Co) Ltd	10824165
The Creative Engagement Group Ltd	01244084
The Moment Content Company Limited	03962001
The Moment Content Group Limited	09209488
The Moment Productions Limited	05493387
The Quiller Consultancy Limited.	03609582
The Red Consultancy Group Limited	03528313
The Red Consultancy Limited	02913684
The Rocket Science Group Holdings Limited	03048838
Tonic Life Communications Limited	05077475
WRG Group Limited	03552198
WRG Public Events Limited	02610689
WRG Worldwide Limited	07661987

**SCHEDULE 2
SHARES**

Chargor	Company	Description and number of shares held
Atomic Communications Holdings Limited	Atomic PR UK Limited	1,000 Ordinary Shares of £1.00 each
Cormis Partnership Holdings Limited	Cormis Partnership Limited	1,680 A Ordinary Shares of £1.00 each
Dewe Rogerson Group Limited	Dewe Rogerson Limited	30,783 Ordinary Shares of £1.00 each
Grayling International Limited	Grayling UK Limited	23,822 Ordinary Shares of £1.00 each
HS Corporate Investments Limited	Huntsworth Dormant 7 Limited	13,525 Ordinary Shares of £0.10 each
HS Corporate Investments Limited	Quiller Associates Limited	10,000 Ordinary Shares of £1.00 each
Hunter Holdco 3 Limited	Hunter Holdco 4 Limited	503,894,065 Ordinary Shares of US\$0.01 each 1 Ordinary Share of US\$1.24
Hunter Holdco 4 Limited	Hunter UK Bidco Limited	197,554,160 Ordinary Shares of £0.01 each
Hunter UK Bidco Limited	Huntsworth Proton UK Bidco Limited	149,719,860 Ordinary Shares of £0.01 each 1 Ordinary Share of £1.00
Hunter UK Bidco Limited	Huntsworth Limited	383,917,170 Ordinary Shares of £0.01 each
Huntsworth Communications Limited	Conscientia Communications Limited	1 Ordinary Share of £1.00
Huntsworth Dormant (IH) Limited	Team LGM Limited	175000 Ordinary Shares of £0.10 each
Huntsworth Healthcare Group Limited	Huntsworth Health Limited	1,419 Ordinary Shares of £0.001 each
IG Communications Limited	Huntsworth Communications Limited	3 Ordinary Shares of £1.00 each
Huntsworth Holdings Limited	IG Communications Limited	201,842,733 Ordinary Shares of £0.05 each
Huntsworth Investments Limited	Catalyst Communications Group Limited	21,448,321 Ordinary Shares of £0.05 each
Huntsworth Investments Limited	Grayling Communications Limited	90 Ordinary Shares of £1.00

Huntsworth Investments Limited	Grayling International Limited	1,333,333 Ordinary Shares of £1.00
Huntsworth Investments Limited	Holmes & Marchant Communications Limited	13,000 Ordinary Shares of £0.10 each
Huntsworth Investments Limited	Holmes & Marchant Corporate Design Limited	100 Ordinary Shares of £1.00 each
Huntsworth Investments Limited	Huntsworth Financial Group Limited	100,101 Ordinary Shares of £1.00 each
Huntsworth Investments Limited	Huntsworth Healthcare Group Limited	500,000 Ordinary Shares of £1.00 each
Huntsworth Investments Limited	IG Communications Limited	1 Ordinary Share of £0.05
Huntsworth Limited	Apothecom ScopeMedical Limited	348,706 Ordinary Shares of £0.01 each
Huntsworth Limited	Atomic Communications Holding Limited	150,000 Ordinary Shares of £1.00 each
Huntsworth Limited	Citigate Dewe Rogerson Limited	2 Ordinary Shares of £1.00 each
Huntsworth Limited	Cormis Partnership Holdings Limited	16,800 A Ordinary Shares of £1.00 each
		16,800 B Ordinary Shares of £1.00 each
Huntsworth Limited	Grayling (CEE) Limited	2 Ordinary Shares of £1.00 each
Huntsworth Limited	Grayling UK Limited	1 Ordinary Share of £1.00
Huntsworth Limited	HS Corporate Investments Limited	10,000 Ordinary Shares of £1.00 each
Huntsworth Limited	Huntsworth Holdings Limited	105 Ordinary Shares of £1.00 each
Huntsworth Limited	Huntsworth Investments Limited	6,500,104 Ordinary Shares of £1.00 each
Huntsworth Limited	The Creative Engagement Group (Holding Co) Ltd	85,000 A Ordinary Shares of £0.001 each
		15,100 B Ordinary Shares of £0.01 each
Huntsworth Limited	The Red Consultancy Group Limited	418,073 Ordinary Shares of £0.005 each
Huntsworth Limited	Tonic Life Communications Limited	1,000 Ordinary Shares of £1.00 each
Huntsworth Proton UK Bidco Limited	Nucleus Holdings Limited	102,385 Ordinary Shares of £0.001 each
IG Communications Limited	Citigate Communications Group Limited	407,222 Ordinary Shares of £0.10 each

IG Communications Limited	Dewe Rogerson Group Limited	8,936,226 Ordinary Shares of £0.01 each
IG Communications Limited	Huntsworth Dormant (IH) Limited	1,038,007 Ordinary Shares of £1.00 each
IG Communications Limited	Huntsworth Dormant (IUK)	89,470,001 Ordinary Shares of £1.00 each
Mainstream Presentations Limited	Mainstream Limited	1 Ordinary Share of £1.00
Nucleus Holdings Limited	ArticulateScience Limited	1 Ordinary Share of £1.00
Nucleus Holdings Limited	Boldscience Medical Communications Limited	100,000 Ordinary Shares of £0.001 each
Nucleus Holdings Limited	Chrysalis Medical Communications Limited	1 Ordinary Share of £1.00
Nucleus Holdings Limited	ClinicalThinking Limited	1 Ordinary Share of £1.00
Nucleus Holdings Limited	Cognito Medical Communications Limited	1 Ordinary Share of £1.00
Nucleus Holdings Limited	Health Interactions Limited	1 Ordinary Share of £1.00
Nucleus Holdings Limited	International Medical Press Limited	1 Ordinary Share of £1.00
Nucleus Holdings Limited	MedicalExpressions Limited	1 Ordinary Share of £1.00
Nucleus Holdings Limited	MediTech Media Limited	21,710 Ordinary Shares of £1.00 each
Nucleus Holdings Limited	Nucleus Central Limited	1 Ordinary Share of £1.00
Nucleus Holdings Limited	Nucleus Global Limited	2 Ordinary Shares of £1.00 each
Nucleus Holdings Limited	NucleusX Consulting Limited	1 Ordinary Share of £1.00
Nucleus Holdings Limited	ScientificPathways Limited	2 Ordinary Shares of £1.00 each
Nucleus Holdings Limited	SciMentum Limited	100 Ordinary Shares of £1.00 each
Nucleus Holdings Limited	SynaptikDigital Limited	1 Ordinary Share of £1.00
Quiller Associates Limited	The Quiller Consultancy Limited	10,000 Ordinary Shares of £1.00 each
The Creative Engagement Group Ltd	Just Communicate Limited	1,000 Ordinary Shares of £1.00 each
The Creative Engagement Group Ltd	WRG Public Events Limited	132 Ordinary Shares of £1.00 each
The Creative Engagement Group (Holding Co) Ltd	The Moment Content Group Limited	6,087 A Ordinary Shares of £1,628.649384 each
		1,392 B Ordinary Shares of £1.00 each

		1,600 C Ordinary Shares of £1.00 each
The Creative Engagement Group (Holding Co) Ltd	WRG Worldwide Limited	3,978,361 A Ordinary Shares of £1.00 each
		178,275 B Ordinary Shares of £1.00 each
		131,448 B1 Ordinary Shares of £0.01 each
		17,500 C Ordinary Shares of £1.00 each
		36,500 D Ordinary Shares of £1.00 each
		131,448 Deferred Ordinary Shares of £0.99 each
The Moment Content Group Limited	The Moment Content Company Limited	12,953 Ordinary Shares of £1.00 each
The Moment Content Group Limited	The Moment Productions Limited	1 Ordinary Share of £1.00
The Moment Content Group Limited	The Rocket Science Group Holdings Limited	92 Ordinary Shares of £1.00 each
The Red Consultancy Group Limited	The Red Consultancy Limited	200 Ordinary Shares of £1.00 each
The Red Consultancy Limited	Shiny Red Limited	100 Ordinary Shares of £1.00 each
WRG Group Limited	Mainstream Presentations Limited	15,360 Ordinary Shares of £1.00 each
WRG Group Limited	The Creative Engagement Group Ltd	361 Ordinary Shares of £1.00 each
WRG Worldwide Limited	Canyon Associates Limited	100 Ordinary Shares of £1.00 each
WRG Worldwide Limited	WRG Group Limited	90,000 Ordinary Shares of £0.01 each

SCHEDULE 3 FORM OF SECURITY ACCESSION DEED

To: [●] as Collateral Agent

THIS DEED is made on *[insert date]* by *[insert name of company and registration number]* (the "**New Chargor**") in relation to the Debenture (the "**Debenture**") dated [●], 2021 entered into by the Original Chargors (as defined therein) in favour of [●] as chargee.

Terms defined in the Debenture shall have the same meanings when used in this Deed.

1. The New Chargor hereby confirms that, as from the date of this Deed, it intends to be a party to the Debenture as a Chargor, undertakes to perform all the obligations expressed in the Debenture to be assumed by a Chargor and agrees that it shall be bound by all the provisions of the Debenture, as if it had been an original party to the Debenture.
2. Details of certain of the assets of the New Chargor which are subject to the security constituted by the Debenture are set out in the Schedule to this Deed.

Fixed Charge

3. The New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

Floating Charge

4. The New Chargor charges, by way of first floating charge, in favour of the Collateral Agent, all present and future assets and undertakings of the New Chargor.
5. The floating charge created by Clause 4 above shall be deferred in point of priority to all Fixed Security validly and effectively created by the New Chargor under the Original Second Lien Facility Documents (including the Debenture) in favour of the Collateral Agent as trustee for the Secured Parties as security for the Secured Obligations.
6. For the avoidance of doubt, there shall be excluded from the Security created by Clause 3, Clause 4 and Clause 5 and the other provisions of the Debenture or this Deed and from the operation of any further assurance or perfection provisions contained in the Original Second Lien Facility Documents any asset or undertaking that constitutes an Excluded Asset.
7. If at any time a New Chargor determines in good faith (which determination shall be conclusive) and notifies the Collateral Agent in writing that any Charged Property is or has become an Excluded Asset, the Security created pursuant to this Deed on such Charged Property shall be automatically released and the Collateral Agent shall promptly enter into such documentation as is required by the New Chargor in order to release that asset from the Security created by Clause 3, Clause 4 and Clause 5 and the other provisions of the Debenture or this Deed.

8. For the purposes of this Clause 8, the Collateral Agent is entitled to rely absolutely and without any further investigation on any such notification from the New Chargor and has been irrevocably authorised by each of the Secured Parties to enter into such documentation.

Miscellaneous

9. This Deed shall be governed by and construed in accordance with English law.
10. This Deed is an Original Second Lien Facility Document under the Intercreditor Agreement.

EXECUTED as a DEED
[INSERT NAME OF COMPANY]

By: _____)
as its duly authorised attorney, _____)
in the presence of _____)

Signature of witness

Name of witness

Address of witness

Occupation of witness

Address:

Fax:

The Collateral Agent

[•]

By:

Address:

Fax:

Attention:

The Borrower Representative acknowledges this Deed for the purpose of designating the Deed as an Original Second Lien Facility Document under the Intercreditor Agreement.

[•]

By:

**SCHEDULE 1
TO THE DEBENTURE ACCESSION DEED
SHARES**

[●]

EXECUTION PAGES TO THE DEBENTURE

The Original Chargors

EXECUTED as a **DEED**

by **APOTHECOM SCOPEMEDICAL LIMITED**



Signature of Director

Andrew Martin Morrow



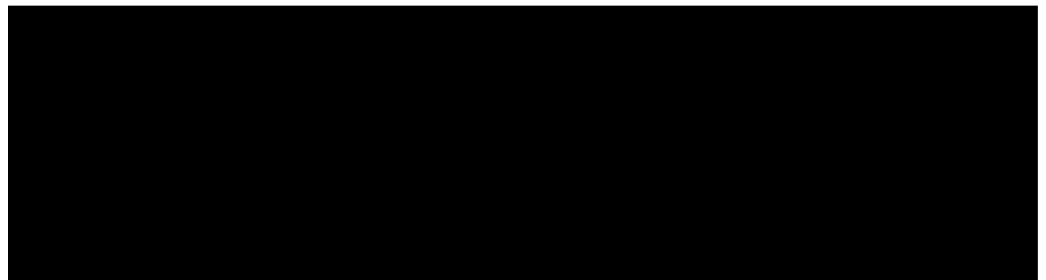
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **ARTICULATESCIENCE LIMITED**

 Signature of Director

Andrew Martin Morrow

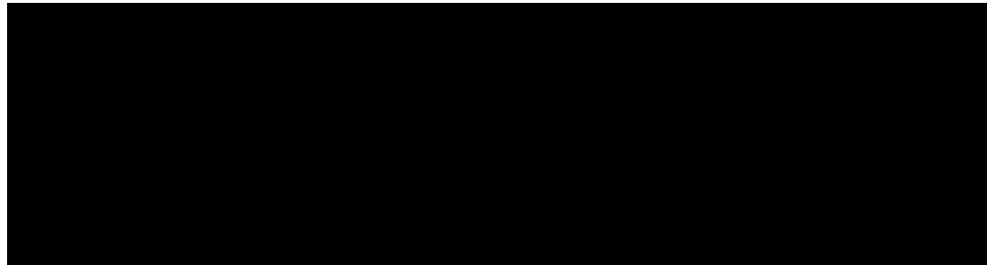
 Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **ATOMIC COMMUNICATIONS HOLDINGS LIMITED**

____ Signature of Director

Andrew Martin Morrow

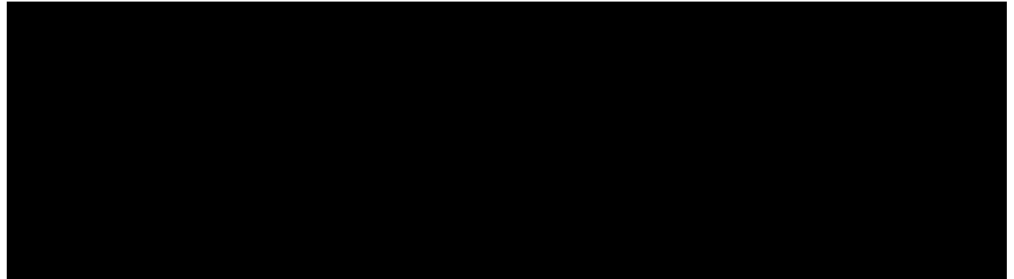
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **ATOMIC PR UK LIMITED**



Signature of Director

Andrew Martin Morrow



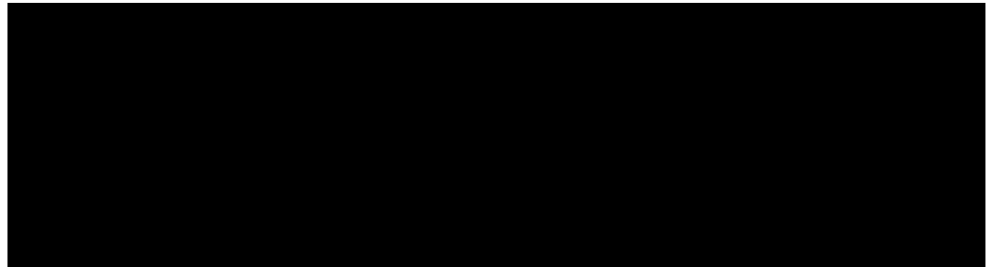
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **BOLDSCIENCE MEDICAL COMMUNICATIONS LIMITED**



____ Signature of Director

Andrew Martin Morrow



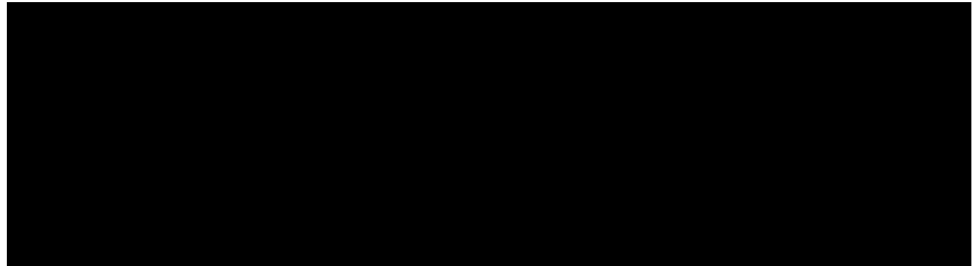
____ Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **CANYON ASSOCIATES LIMITED**



____ Signature of Director

Andrew Martin Morrow



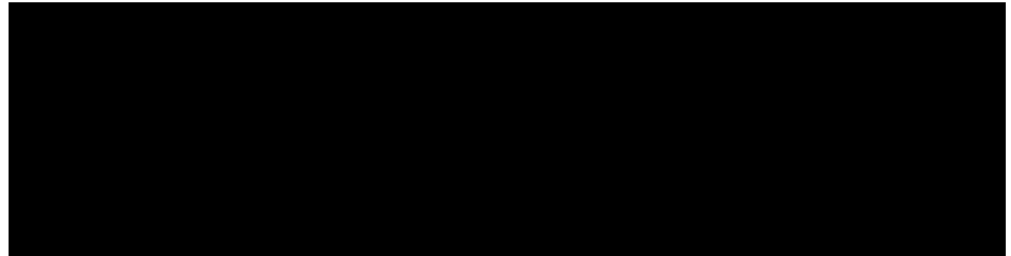
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **CATALYST COMMUNICATIONS GROUP LIMITED**



Signature of Director

Andrew Martin Morrow



Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **CHRYSLIS MEDICAL COMMUNICATIONS LIMITED**



Signature of Director

Andrew Martin Morrow




Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **CITIGATE COMMUNICATIONS GROUP LIMITED**

 _____ Signature of Director

Andrew Martin Morrow

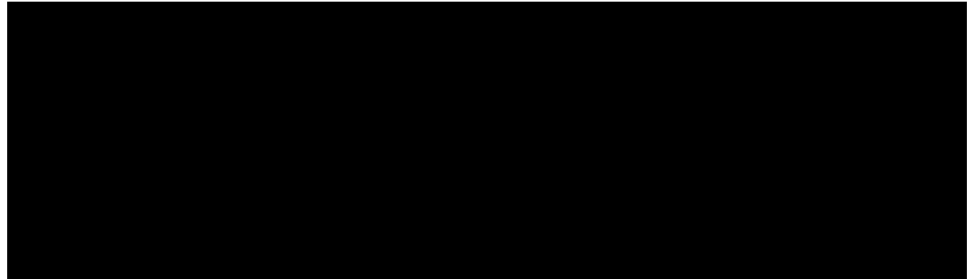
 _____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **CITIGATE DEWE ROGERSON LIMITED**



Signature of Director

Andrew Martin Morrow



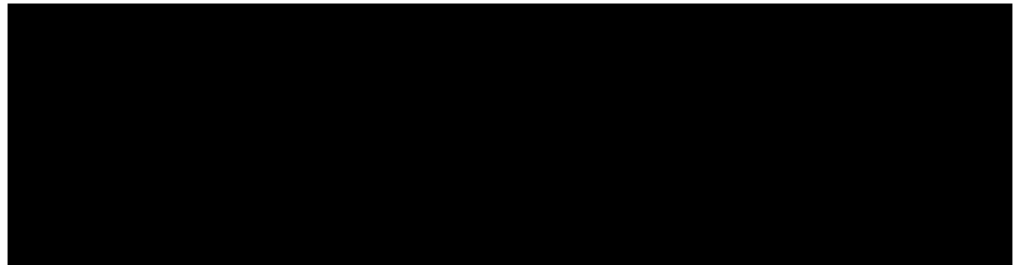
Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **CLINICALTHINKING LIMITED**



Signature of Director

Andrew Martin Morrow



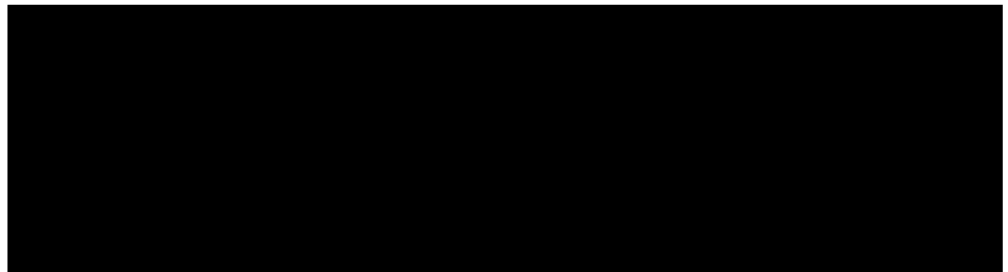
Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **COGNITO MEDICAL COMMUNICATIONS LIMITED**



Signature of Director

Andrew Martin Morrow



Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **CONSCIENTIA COMMUNICATIONS LIMITED**

 _____ Signature of Director

Andrew Martin Morrow

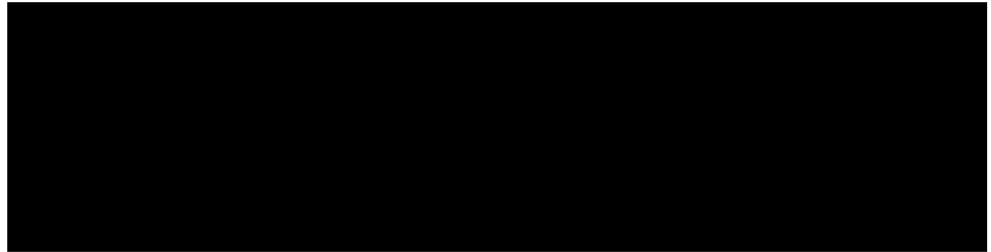
 _____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **CORMIS PARTNERSHIP HOLDINGS LIMITED**



Signature of Director

Andrew Martin Morrow



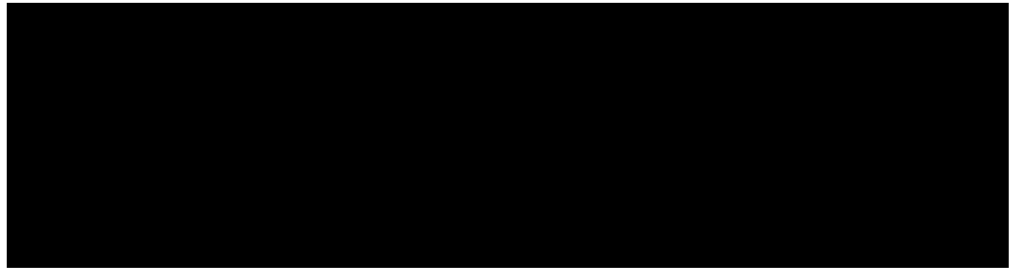
Signature of Director

Russell James Lidstone

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **CORMIS PARTNERSHIP LIMITED**

 _____ Signature of Director

Andrew Martin Morrow

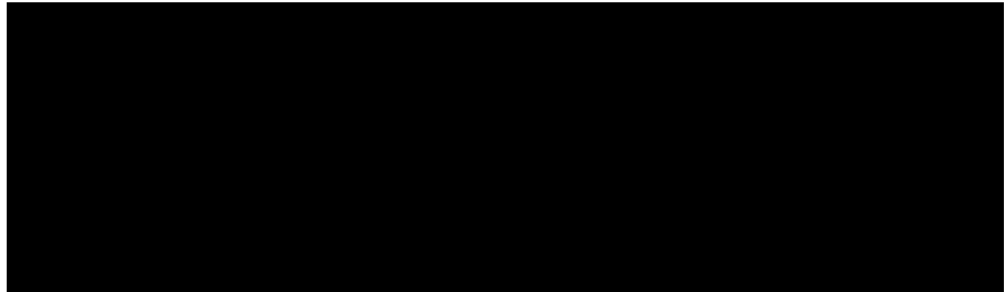
 _____ Signature of Director

Russell James Lidstone

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **DEWE ROGERSON GROUP LIMITED**



Signature of Director

Andrew Martin Morrow



Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



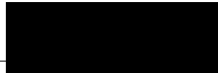
EXECUTED as a **DEED**

by **DEWE ROGERSON LIMITED**



____ Signature of Director

Andrew Martin Morrow



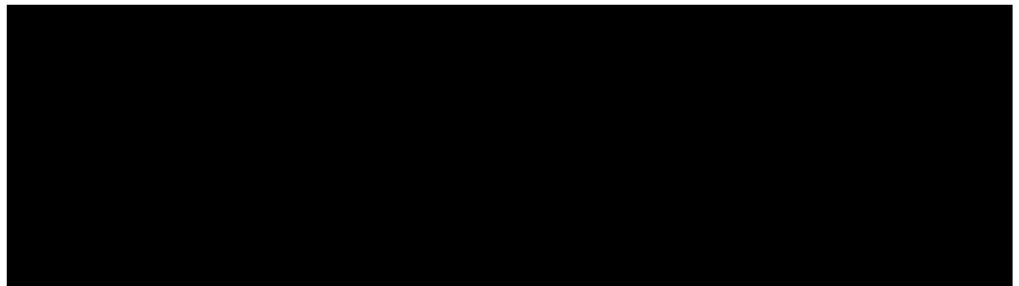
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **GRAYLING (CEE) LIMITED**



____ Signature of Director

Andrew Martin Morrow



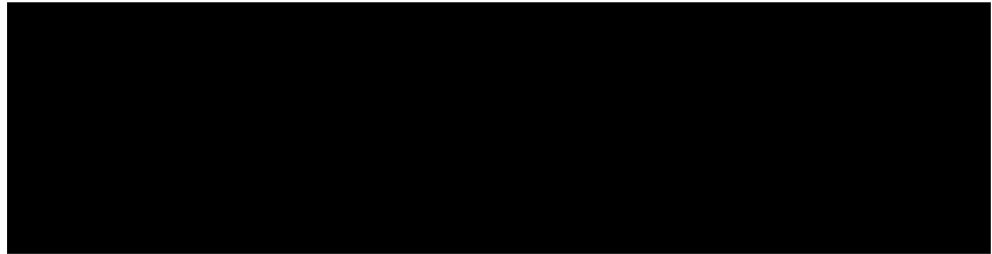
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **GRAYLING COMMUNICATIONS LIMITED**



____ Signature of Director

Andrew Martin Morrow



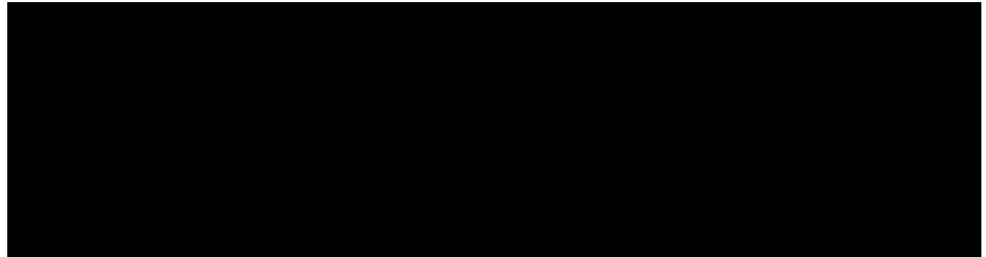
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **GRAYLING INTERNATIONAL LIMITED**

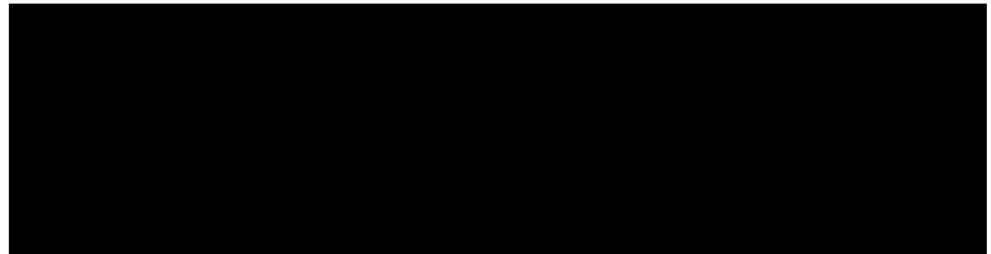
 _____ Signature of Director
Andrew Martin Morrow

 _____ Signature of Director
Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **GRAYLING UK LIMITED**



Signature of Director

Andrew Martin Morrow



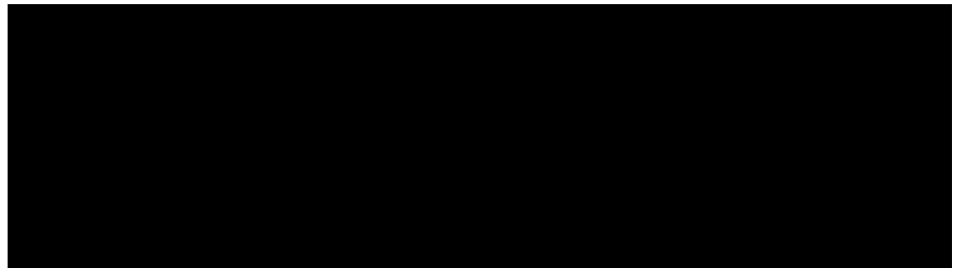
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **HEALTH INTERACTIONS LIMITED**



Signature of Director

Andrew Martin Morrow



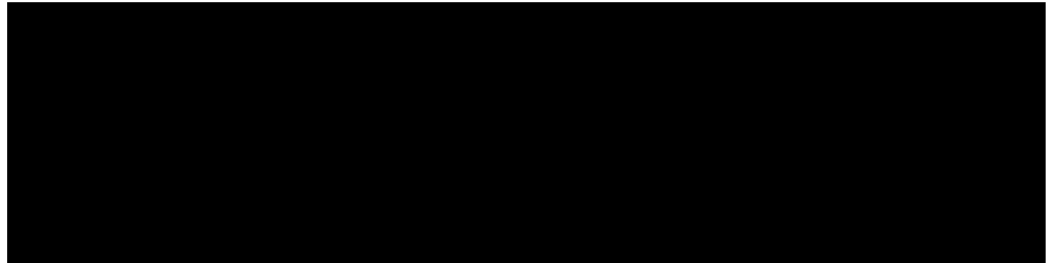
Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **HOLMES & MERCHANT COMMUNICATIONS LIMITED**



Signature of Director

Andrew Martin Morrow



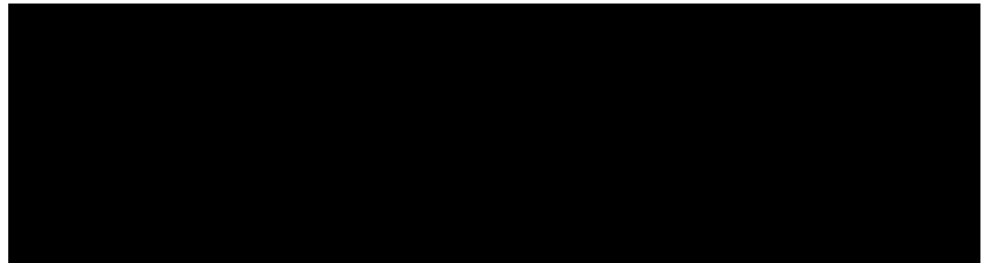
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **HOLMES & MERCHANT CORPORATE DESIGN LIMITED**



____ Signature of Director

Andrew Martin Morrow



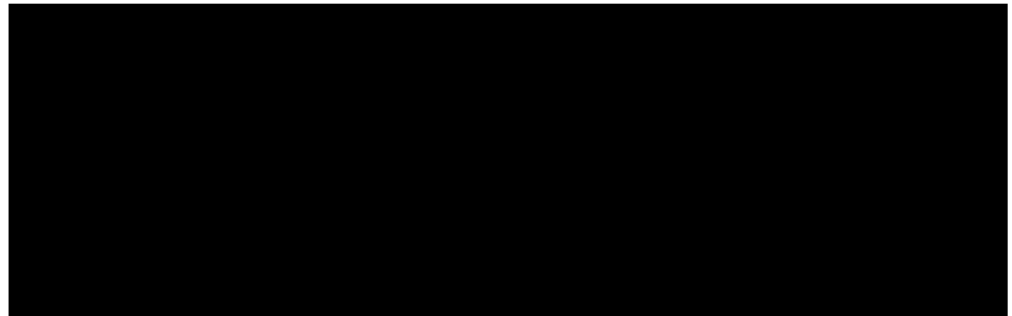
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:




EXECUTED as a **DEED**

by **HS CORPORATE INVESTMENTS LIMITED**



____ Signature of Director

Andrew Martin Morrow



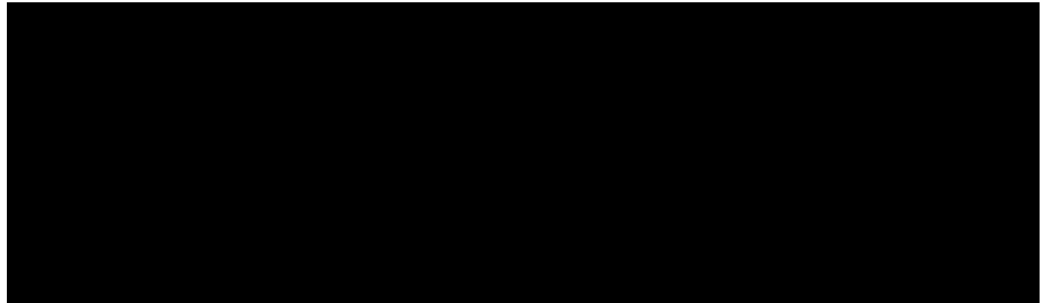
____ Signature of Director

Neil Garth Jones

Address:


Attention:

Email:



EXECUTED as a **DEED**

by **HUNTER HOLDCO 3 LIMITED**

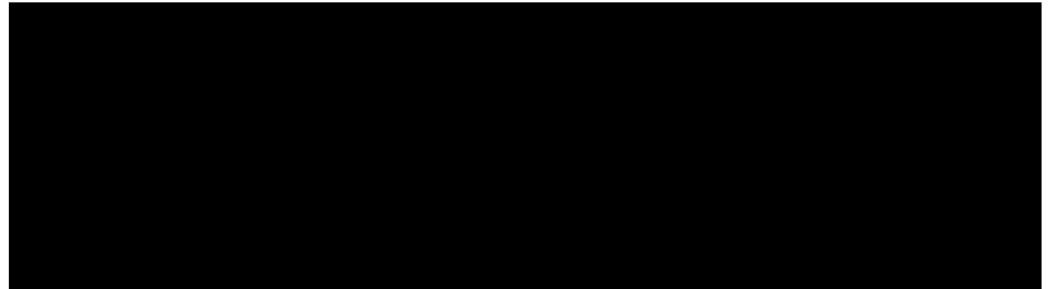
 _____ Signature of Director
Benjamin Shaun Jackson

 _____ Signature of Director
Neil Garth Jones

Address:


Attention:

Email:



EXECUTED as a **DEED**

by **HUNTER HOLDCO 4 LIMITED**

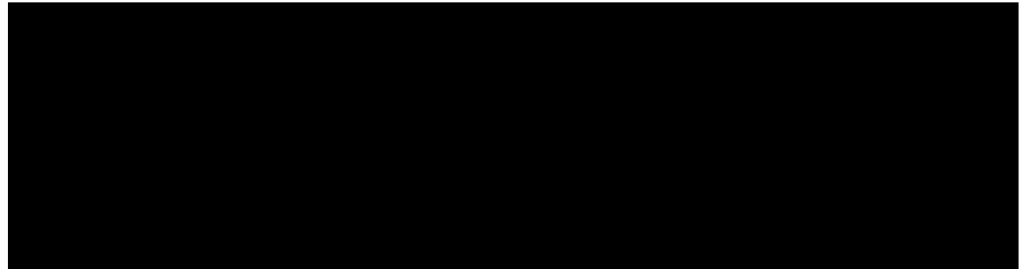
____ Signature of Director
Benjamin Shaun Jackson

____ Signature of Director
Neil Garth Jones

Address:

Attention:

Email:



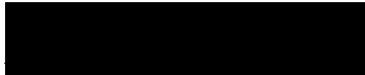
EXECUTED as a **DEED**

by **HUNTER UK BIDCO LIMITED**



Signature of Director

Andrew Martin Morrow



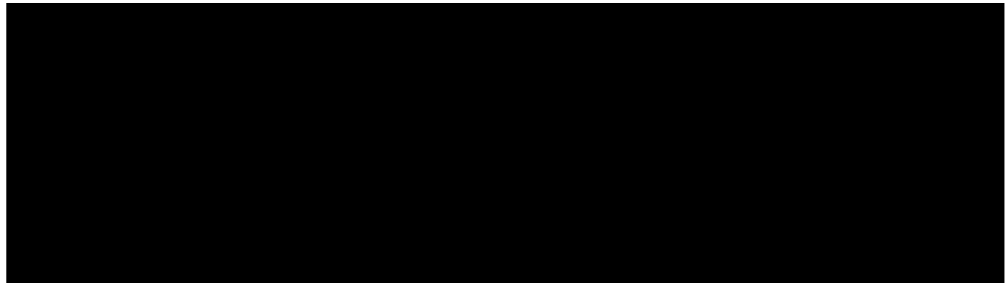
Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **HUNTSWORTH COMMUNICATIONS LIMITED**



____ Signature of Director

Andrew Martin Morrow



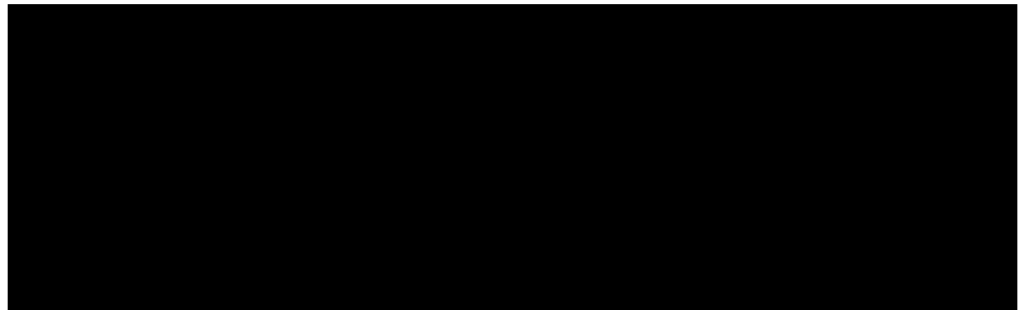
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



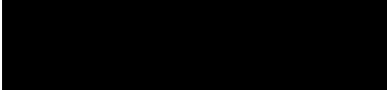
EXECUTED as a **DEED**

by **HUNTSWORTH DORMANT 7 LIMITED**



Signature of Director

Andrew Martin Morrow



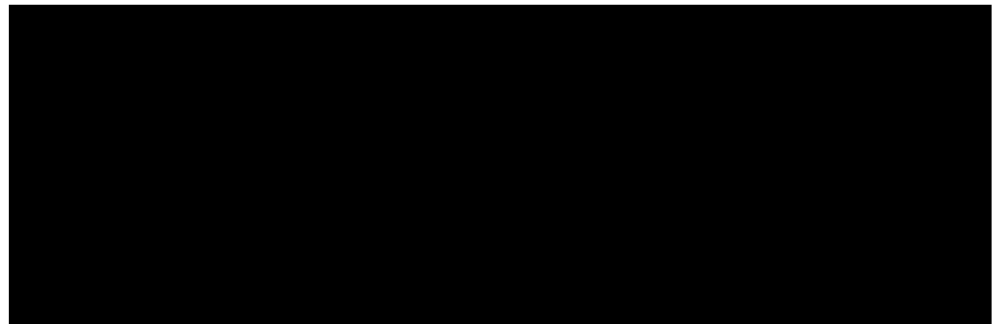
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



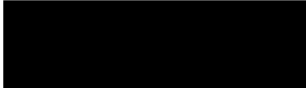
EXECUTED as a **DEED**

by **HUNTSWORTH DORMANT (IH) LIMITED**



____ Signature of Director

Andrew Martin Morrow



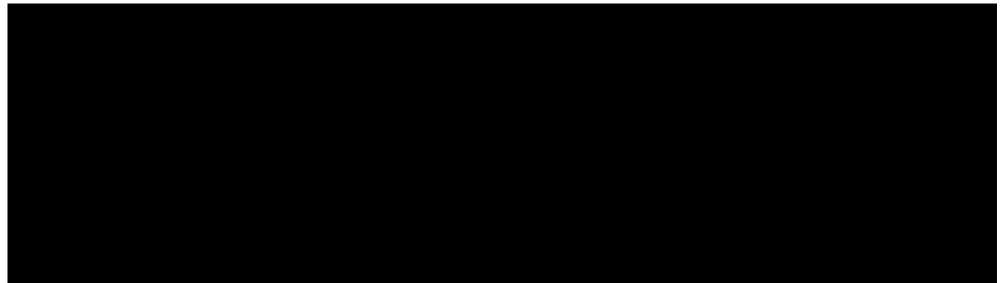
____ Signature of Director

Neil Garth Jones

Address:


Attention:


Email:



EXECUTED as a **DEED**

by **HUNTSWORTH DORMANT (IUK)**

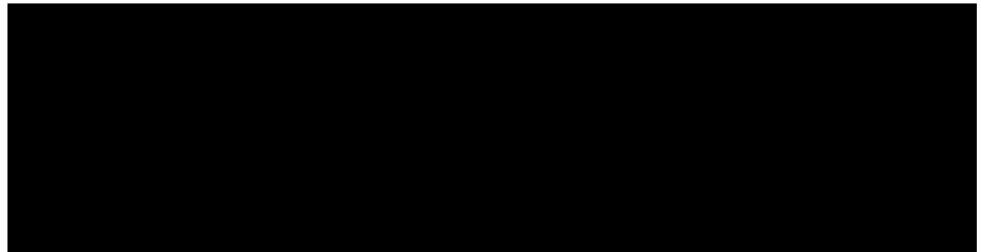
____ Signature of Director
Andrew Martin Morrow

____ Signature of Director
Paul Anthony Taaffe

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **HUNTSWORTH FINANCIAL GROUP LIMITED**



____ Signature of Director

Andrew Martin Morrow



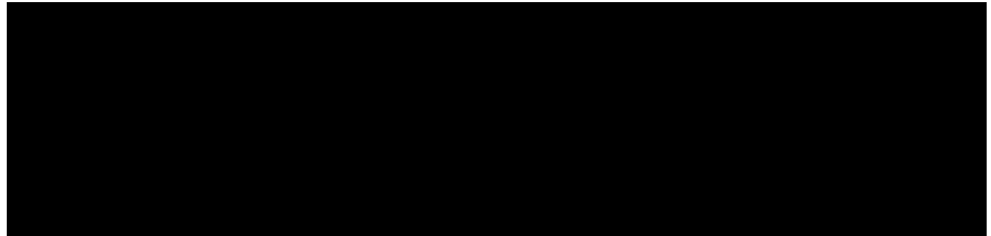
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **HUNTSWORTH HEALTH LIMITED**

 _____ Signature of Director

Andrew Martin Morrow

 _____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **HUNTSWORTH HEALTHCARE GROUP LIMITED**



____ Signature of Director

Andrew Martin Morrow



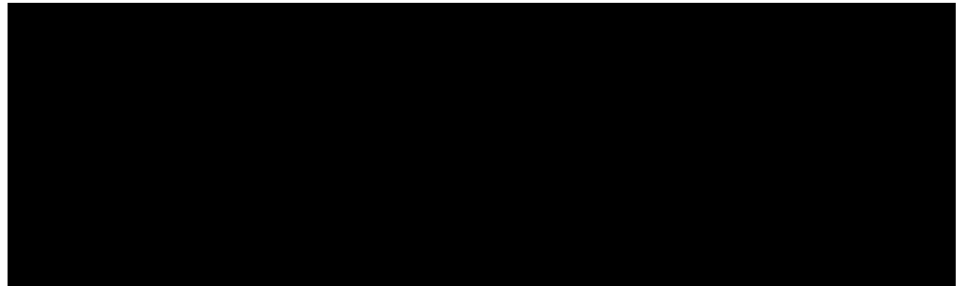
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:




EXECUTED as a **DEED**

by **HUNTSWORTH HOLDINGS LIMITED**



Signature of Director

Andrew Martin Morrow



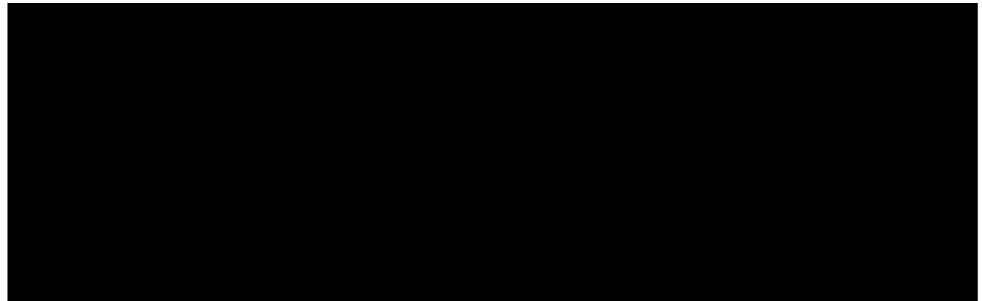
Signature of Director

Paul Anthony Taaffe

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **HUNTSWORTH INVESTMENTS LIMITED**



____ Signature of Director

Andrew Martin Morrow



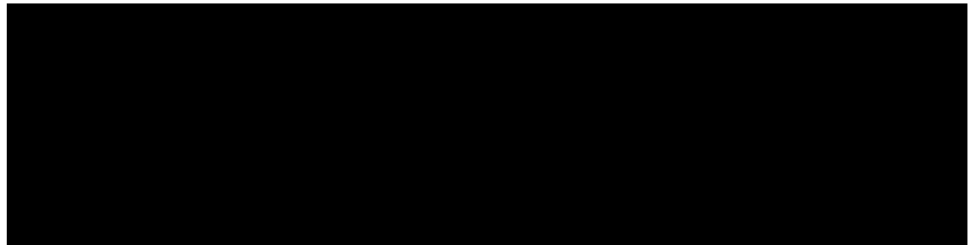
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **HUNTSWORTH LIMITED**



Signature of Director

Benjamin Shaun Jackson



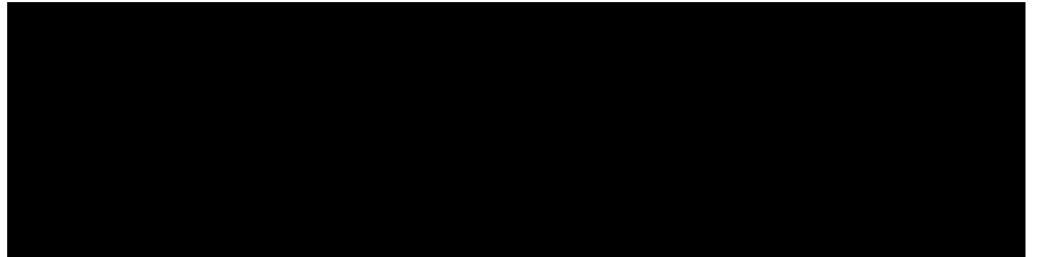
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **HUNTSWORTH PROTON UK BIDCO LIMITED**



____ Signature of Director

Andrew Martin Morrow



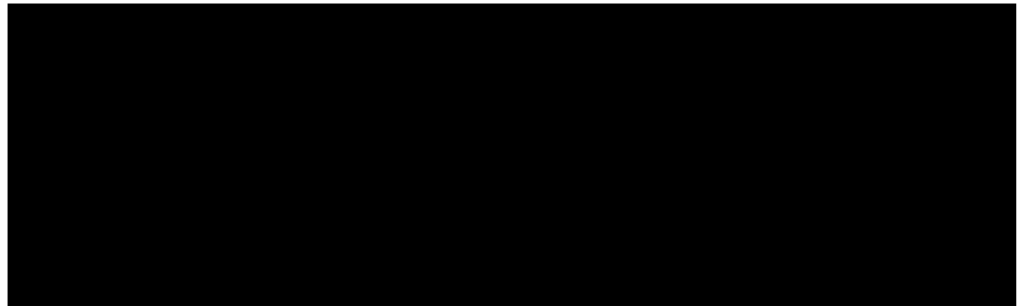
____ Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **IG COMMUNICATIONS LIMITED**



____ Signature of Director

Andrew Martin Morrow



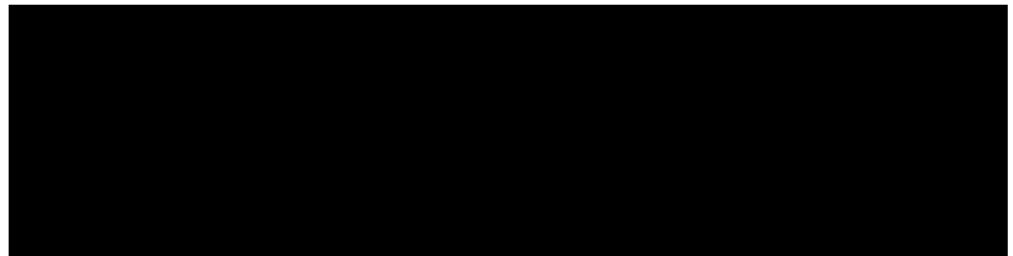
____ Signature of Director

Paul Anthony Taaffe

Address:

Attention:

Email:



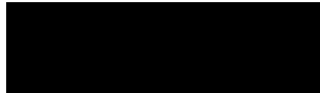
EXECUTED as a **DEED**

by **INTERNATIONAL MEDICAL PRESS LIMITED**



____ Signature of Director

Andrew Martin Morrow



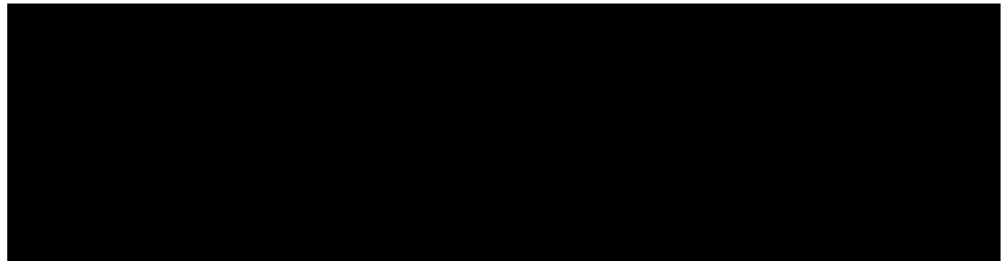
____ Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **JUST COMMUNICATE LIMITED**



____ Signature of Director

Andrew Martin Morrow



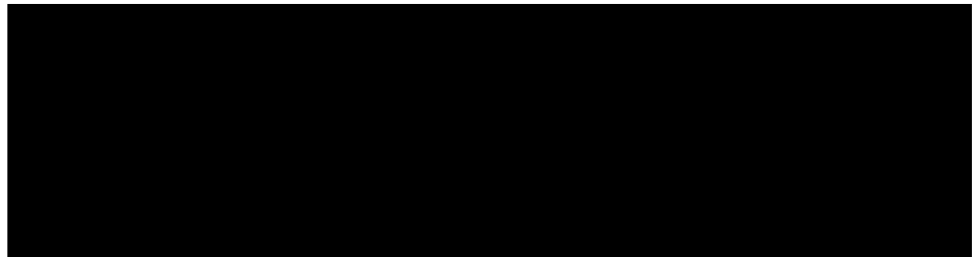
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **MAINSTREAM LIMITED**



____ Signature of Director

Andrew Martin Morrow



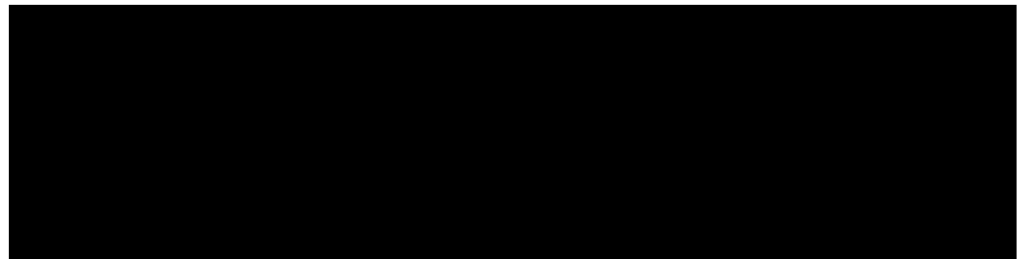
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **MAINSTREAM PRESENTATIONS LIMITED**



____ Signature of Director

Andrew Martin Morrow



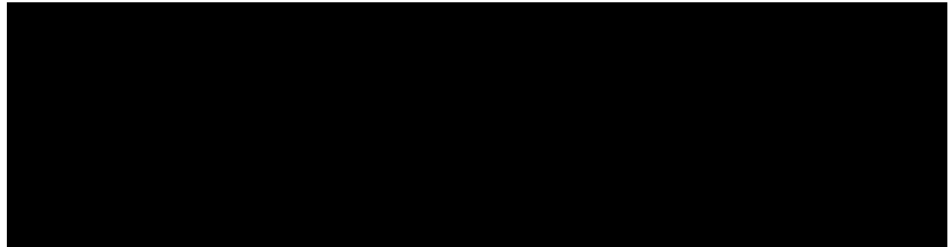
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **MEDICALEXPRESSIONS LIMITED**



____ Signature of Director

Andrew Martin Morrow



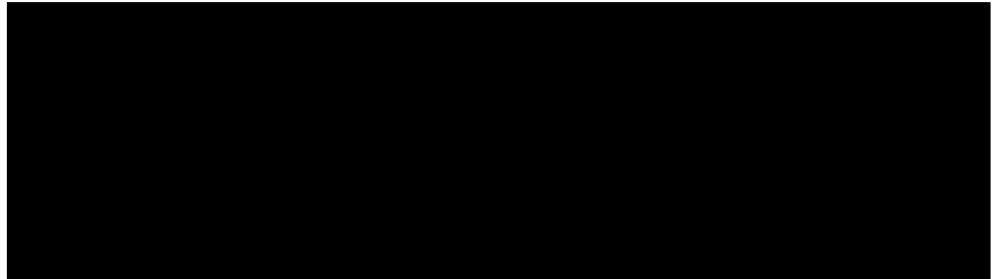
____ Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **MEDITECH MEDIA LIMITED**

 _____ Signature of Director

Andrew Martin Morrow

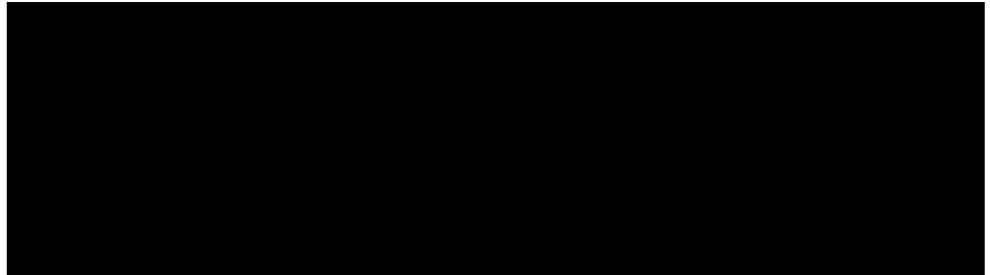
 _____ Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **NUCLEUS CENTRAL LIMITED**



____ Signature of Director

Andrew Martin Morrow



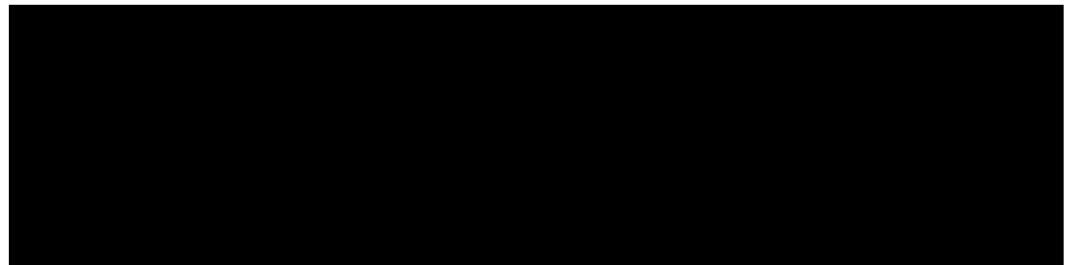
____ Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **NUCLEUS GLOBAL LIMITED**



____ Signature of Director

Andrew Martin Morrow



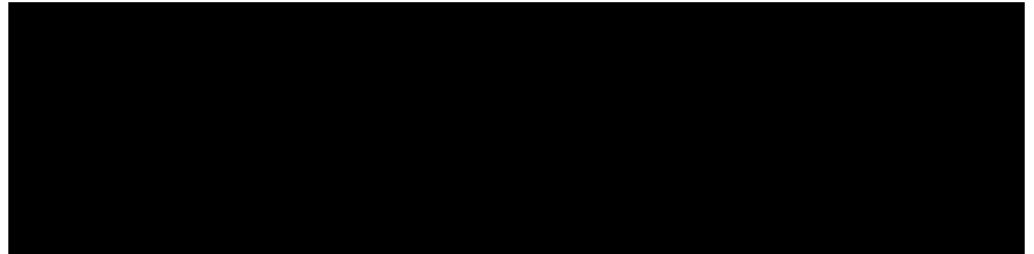
____ Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **NUCLEUS HOLDINGS LIMITED**



____ Signature of Director

Andrew Martin Morrow



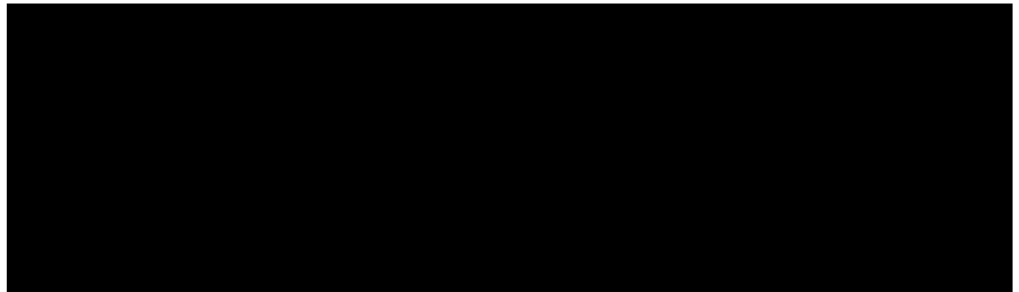
____ Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **NUCLEUSX CONSULTING LIMITED**



____ Signature of Director

Andrew Martin Morrow



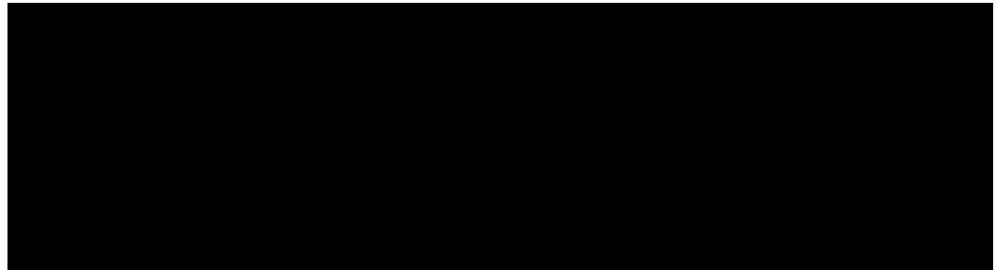
____ Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **QUILLER ASSOCIATES LIMITED**



____ Signature of Director

Andrew Martin Morrow



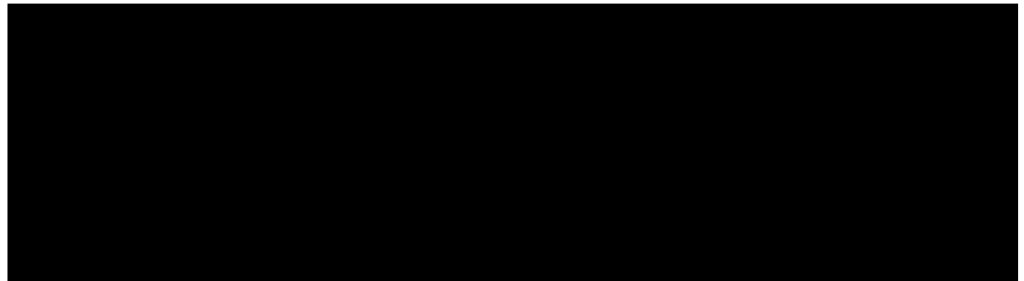
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:




EXECUTED as a **DEED**

by **SCIENTIFICPATHWAYS LIMITED**



Signature of Director

Andrew Martin Morrow



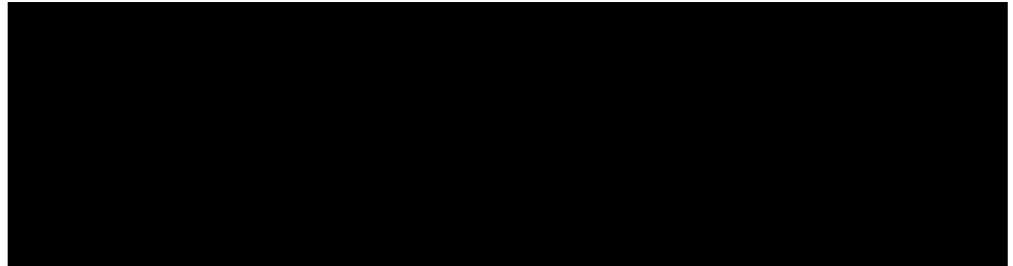
Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **SCIMENTUM LIMITED**



____ Signature of Director

Andrew Martin Morrow



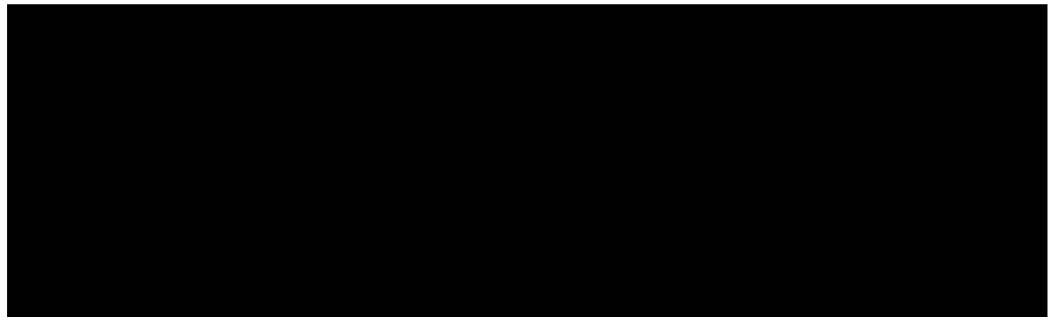
____ Signature of Director

Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **SHINY RED LIMITED**

 _____ Signature of Director

Andrew Martin Morrow

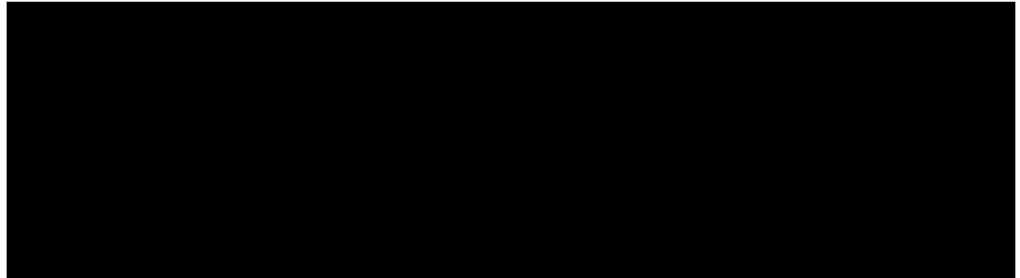
 _____ Signature of Director

Michael Morgan

Address:

Attention:


Email:



EXECUTED as a **DEED**

by **SYNAPTIKDIGITAL LIMITED**

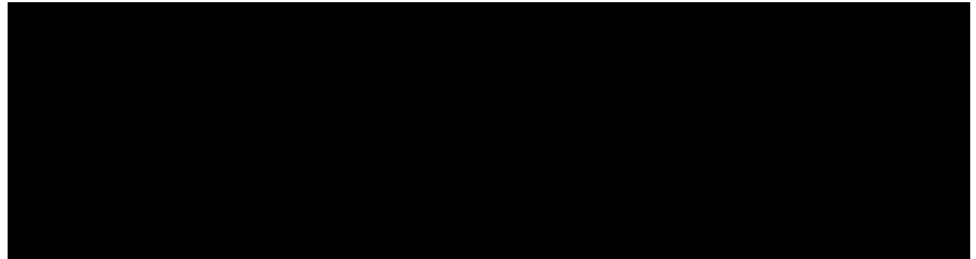
____ Signature of Director
Andrew Martin Morrow

____ Signature of Director
Benjamin Shaun Jackson

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **TEAM LGM LIMITED**



Signature of Director

Andrew Martin Morrow



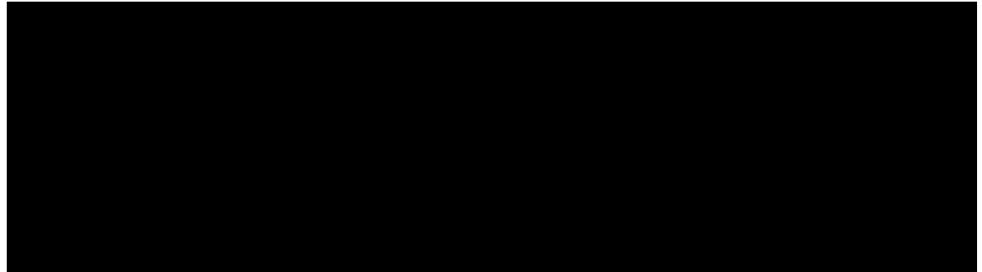
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **THE CREATIVE ENGAGEMENT GROUP (HOLDING CO) LTD**



____ Signature of Director

Andrew Martin Morrow



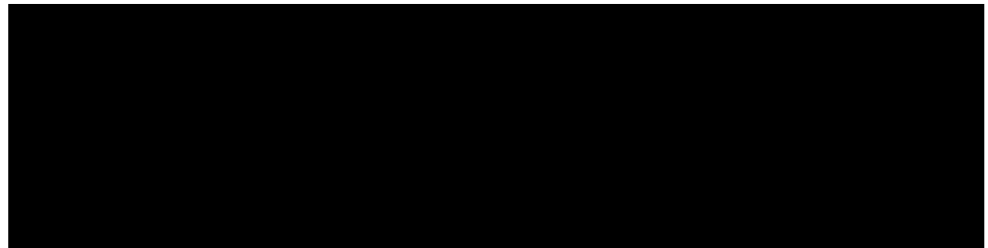
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **THE CREATIVE ENGAGEMENT GROUP LTD**



____ Signature of Director

Andrew Martin Morrow



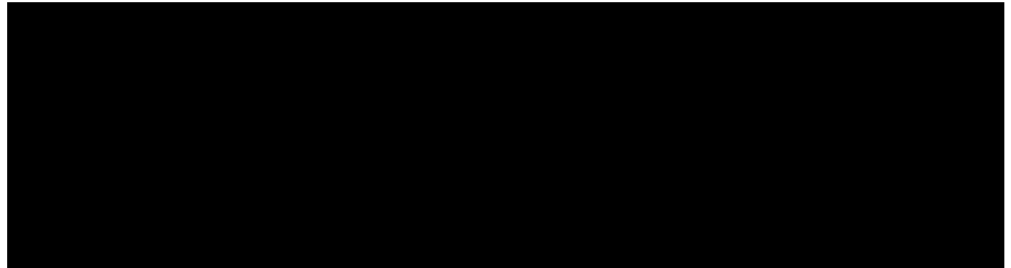
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



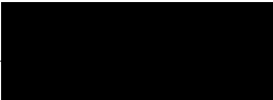
EXECUTED as a **DEED**

by **THE MOMENT CONTENT COMPANY LIMITED**



Signature of Director

Andrew Martin Morrow



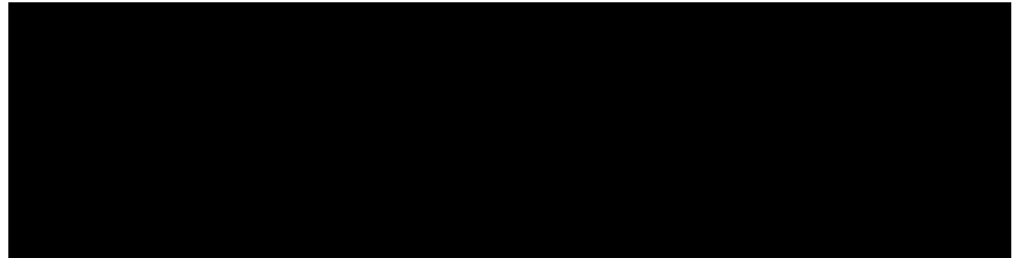
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:




EXECUTED as a **DEED**

by **THE MOMENT CONTENT GROUP LIMITED**



____ Signature of Director

Andrew Martin Morrow



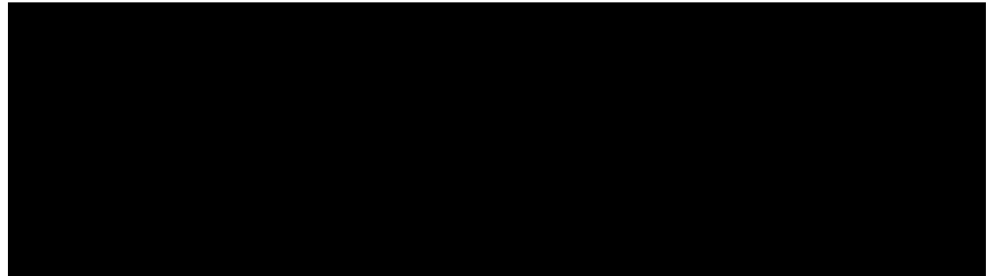
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **THE MOMENT PRODUCTIONS LIMITED**



____ Signature of Director

Andrew Martin Morrow



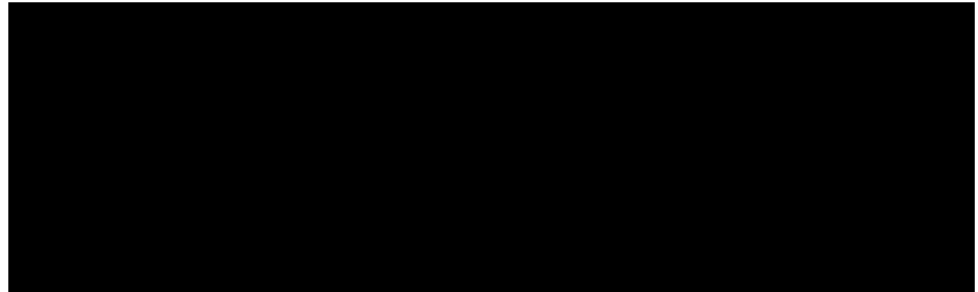
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



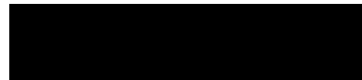
EXECUTED as a **DEED**

by **THE QUILLER CONSULTANCY LIMITED**



Signature of Director

Andrew Martin Morrow



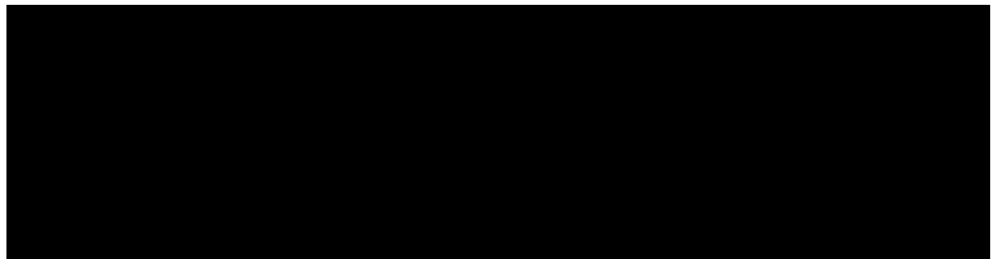
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



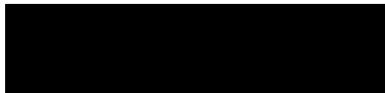
EXECUTED as a **DEED**

by **THE RED CONSULTANCY GROUP LIMITED**



____ Signature of Director

Andrew Martin Morrow



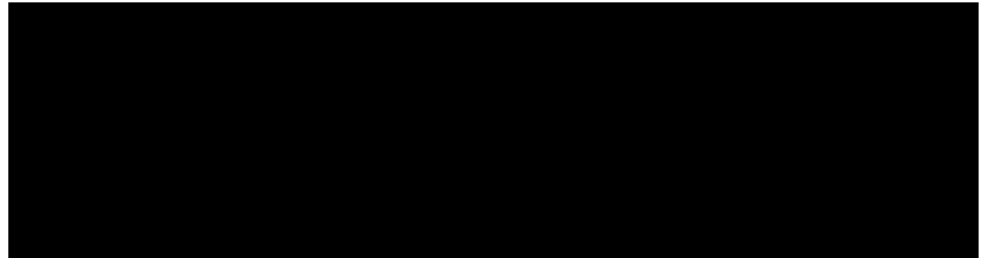
____ Signature of Director

Michael Morgan

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **THE RED CONSULTANCY LIMITED**



____ Signature of Director

Andrew Martin Morrow



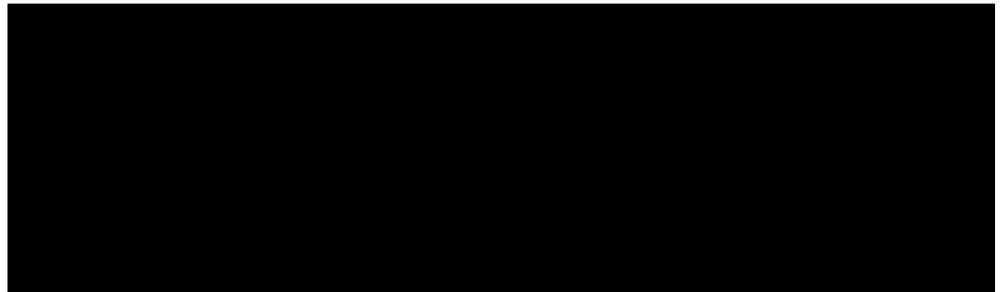
____ Signature of Director

Michael Morgan

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **THE ROCKET SCIENCE GROUP HOLDINGS LIMITED**



____ Signature of Director

Andrew Martin Morrow



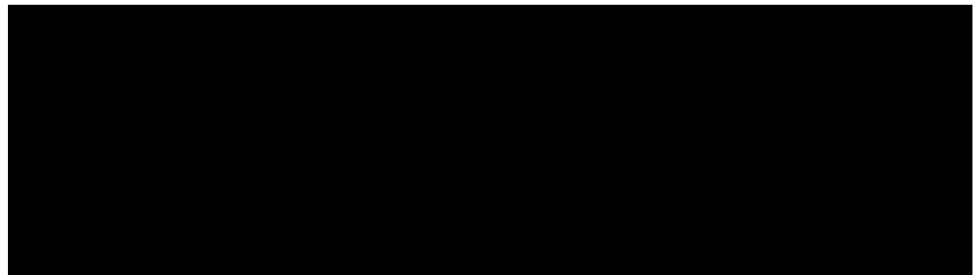
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **TONIC LIFE COMMUNICATIONS LIMITED**



____ Signature of Director

Andrew Martin Morrow



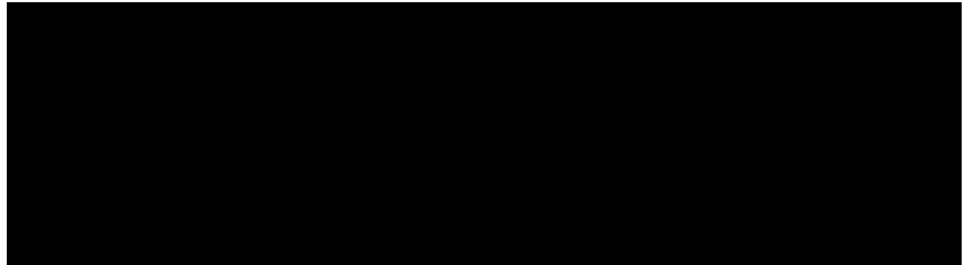
____ Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **WRG GROUP LIMITED**



Signature of Director

Andrew Martin Morrow



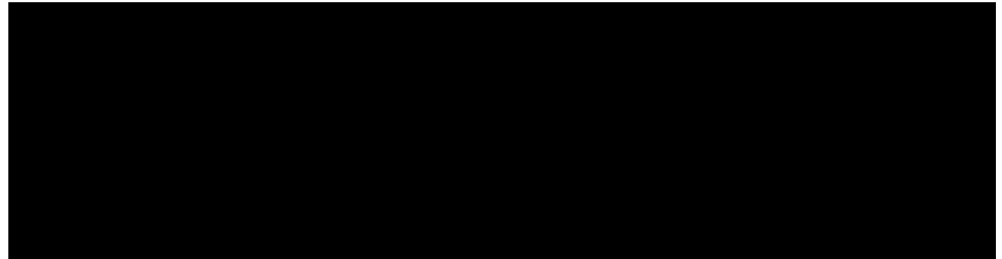
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **WRG PUBLIC EVENTS LIMITED**



Signature of Director

Andrew Martin Morrow



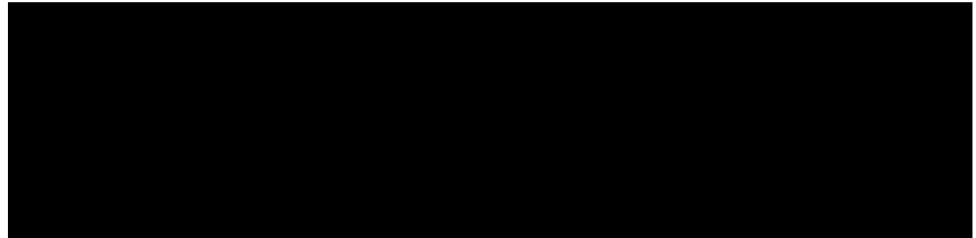
Signature of Director

Neil Garth Jones

Address:

Attention:

Email:



EXECUTED as a **DEED**

by **WRG WORLDWIDE LIMITED**

 _____ Signature of Director

Andrew Martin Morrow

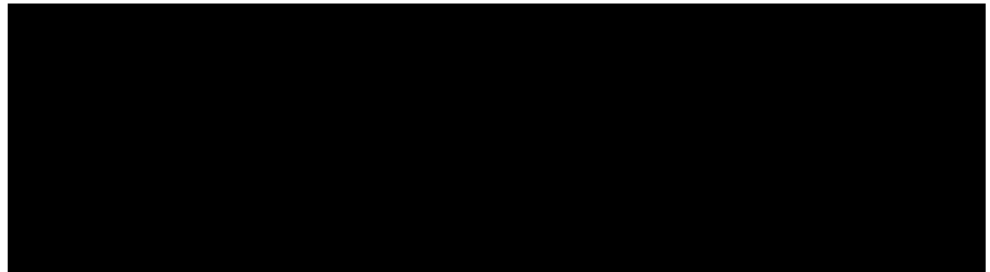
 _____ Signature of Director

Neil Garth Jones

Address:

Attention:

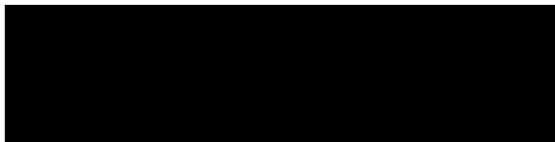
Email:



The Collateral Agent

by: **GLAS AMERICAS LLC**

by:



by:

Diana Gulyan
Vice President

Address:

Attention:

Email:

