



**Registration of a Charge**

Company name: **PROJECT NEPTUNE BIDCO LIMITED**

Company number: **11877944**

Received for Electronic Filing: **16/07/2020**



X99EMR7U

---

**Details of Charge**

Date of creation: **10/07/2020**

Charge code: **1187 7944 0004**

Persons entitled: **INFLEXION PRIVATE EQUITY PARTNERS LLP (AS SECURITY 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:

**PINSENT MASONS LLP**



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

Company number: 11877944

Charge code: 1187 7944 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th July 2020 and created by PROJECT NEPTUNE BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th July 2020 .

Given at Companies House, Cardiff on 17th July 2020

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



**Companies House**



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

Dated 10 July 2020

---

## **GUARANTEE AND DEBENTURE**

BETWEEN

**(1) PROJECT NEPTUNE TOPCO LIMITED**

AS PARENT

**(2) THE CHARGORS LISTED IN SCHEDULE 1**

AS ORIGINAL CHARGORS

**(3) INFLEXION PRIVATE EQUITY PARTNERS LLP**

AS SECURITY AGENT

---

THIS DEBENTURE IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT DATED 22 MARCH 2019 AND MADE BETWEEN AMONGST OTHERS, PROJECT NEPTUNE MIDCO 2 LIMITED (AS PARENT), THE SECURITY AGENT (AS LOAN NOTE SECURITY TRUSTEE), WILMINGTON TRUST (LONDON) LIMITED (AS AGENT) AND WILMINGTON TRUST (LONDON) LIMITED (AS SECURITY AGENT)

## TABLE OF CONTENTS

1.	Definitions and Interpretation .....	1
2.	Covenant to pay .....	11
3.	Fixed Security .....	15
4.	Floating Charge .....	17
5.	Restrictions on Dealing .....	18
6.	Material Real Property .....	19
7.	Investments .....	21
8.	Intellectual Property .....	23
9.	Accounts .....	24
10.	Insurances .....	25
11.	Specific Contracts .....	26
12.	Provisions as to Security .....	26
13.	Further Assurance .....	27
14.	When Security Becomes Enforceable .....	28
15.	Enforcement of Security .....	29
16.	Appointment of Receiver or Administrator .....	30
17.	Powers of Receivers .....	31
18.	Application of Monies .....	32
19.	Protection of Purchasers .....	32
20.	Power of Attorney .....	32
21.	Effectiveness of Security .....	33
22.	Prior Security Interests .....	36
23.	Subsequent Security Interests .....	36
24.	Release .....	36
25.	Suspense Accounts .....	37

26.	Notices .....	37
27.	Counterparts .....	37
28.	Governing Law and Jurisdiction .....	37

## Schedules

1.	The Chargors .....	38
2.	Material Real Property .....	39
3.	Shares .....	40
4.	Intellectual Property .....	41
5.	Material Insurance Policies .....	44
6.	Leases .....	45
	Part I Notice of Charge of Material Lease .....	45
	Part II Acknowledgement of Notice of Charge .....	47
7.	Accounts .....	49
	Part I Notice of Security over Accounts .....	49
	Part II Acknowledgement of Security by Account Bank .....	52
8.	Insurance Policies .....	53
	Part I Notice of Assignment of Material Insurance Policies .....	53
	Part II Acknowledgement of Assignment by Insurer .....	55
9.	Specific Contracts .....	57
	Part I Notice of Assignment of Specific Contracts .....	57
	Part II Acknowledgement of Assignment by Counterparty .....	59
10.	Form of Security Accession Deed .....	60

**THIS DEBENTURE** is dated 10 July 2020 and made between:

- (1) **PROJECT NEPTUNE TOPCO LIMITED**, a company incorporated in England and Wales with company number 11877692 and whose registered office is at The Studio St. Nicholas Close, Elstree, Borehamwood, Hertfordshire, England, WD6 3EW (the “**Parent**”)
- (2) **THE CHARGORS LISTED IN Schedule 1** (*The Chargors*) (the “**Original Chargors**”); and
- (3) **INFLEXION PRIVATE EQUITY PARTNERS LLP**, a limited liability partnership registered in England and Wales with number OC316601, as security trustee for and on behalf of the Secured Parties (the “**Security Agent**”).

## **BACKGROUND**

The Original Chargors are required to enter into this Debenture as a condition of the Finance Documents.

**IT IS AGREED** as follows:

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Debenture:

“**2019 Debenture**” means the debenture dated 22 March 2019 between (amongst others) the Parent and the Security Agent

“**Acceptable Bank**” means:

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB- or higher by Standard & Poor’s Rating Services or Fitch Ratings Ltd or Baa3 or higher by Moody’s Investors Service Limited or a comparable rating from an internationally recognised credit rating agency;
- (b) a Lender or Affiliate of a Lender (provided such Lender is not a Defaulting Lender) (each as defined in the Facilities Agreement);
- (c) Barclays Bank PLC; or
- (d) any other bank or financial institution approved by the Senior Agent

“**Account**” means all accounts and any credit balance from time to time on any account opened or maintained by any Chargor with any bank, building society, financial institution or other person (and any replacement account or subdivision or subaccount of that account) and includes all Related Rights

“**Additional Chargor**” means a company which creates Security (or purports to create Security) over its assets in favour of the Security Agent by executing a Security Accession Deed

**"Administration Event"** means:

- (a) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed to any Chargor, save where expressly permitted by the terms of the Facilities Agreement; or
- (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Capex Loan Note Instrument"** means the loan stock instrument constituted by Project Neptune Midco 1 Limited dated on or about the date of this Debenture constituting £2,575,000 10 per cent. secured capex facility loan notes

**"Capex Loan Notes"** means any loan notes issued under the Capex Loan Note Instrument

**"Charged Assets"** means all of the assets and undertaking of each Chargor, both present and future, which from time to time are the subject of any Security Interests created (or expressed or purported to be created) by it in favour of the Security Agent by or pursuant to this Security

**"Chargor"** means an Original Chargor and an Additional Chargor

**"Default Rate"** means the rate of interest specified in, and calculated in accordance with the Investor Loan Note Instrument

**"Enforcement Event"** means the occurrence of an Event of Default which is continuing in relation to which the holder of a Loan Note has exercised its right to declare the relevant Loan Notes to be immediately due and payable in accordance with the terms of the relevant Loan Note Instrument

**"Event of Default"** means any event specified as an "Event of Default" in any of the Loan Note Instruments

**"Facilities Agreement"** means the facilities agreement dated 22 March 2019 and as amended and restated on 7 May 2020 between, among others, Project Neptune Midco 2 Limited as parent and original guarantor, the subsidiary of Project Neptune Midco 2 Limited listed in part I of Schedule 1 (*The Original Parties*) thereto as original borrower, the financial institutions listed in part II of schedule 1 (*The Original Parties*) thereto as original lenders and Wilmington Trust (London) Limited as security agent and the other parties listed therein

**"Final Discharge Date"** means the date on which all Secured Obligations have been fully and finally discharged to the satisfaction of the Security Agent (acting reasonably), whether or not as the result of an enforcement, and the Secured Parties are under no further obligation to provide financial accommodation to any of the Chargors under the Finance Documents



**“Finance Documents”** means the Loan Notes, the Loan Note Instruments, the Security Trust Deed, the Security Documents, the Intercreditor Agreement and any other document designated as a Finance Document by the Security Agent.

**“Group”** means the Parent and each of its Subsidiaries for the time being

**“Hedging Agreement”** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Chargor and an Acceptable Bank for the purpose of hedging interest rate risks of the Chargor in relation to the Facilities Agreement

**“Holding Company”** means in relation to a person, any other person in respect of which it is a Subsidiary

**“IFX Development Loan Note Instrument”** means the loan stock instrument constituted by Project Neptune Midco 1 Limited dated 22 March 2019 constituting £5,000,000 10 per cent. secured acquisition facility loan notes

**“IFX Development Loan Notes”** means any loan notes issued under the IFX Development Loan Note Instrument

**“Insolvency Proceeding”** means:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to:
  - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Chargor;
  - (ii) by reason of actual or anticipated financial difficulties, a composition, compromise, assignment or arrangement with any creditor of any Chargor;
  - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Chargor or any of its assets; or
  - (iv) enforcement of any Security over any assets of any Chargor (where the aggregate value of such assets exceeds £250,000),or any analogous procedure or step is taken in any jurisdiction.
- (b) Paragraph (a) shall not apply to:
  - (i) any winding up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement; or
  - (ii) the solvent liquidation or reorganisation of any member of the Group which is not a Chargor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to a Chargor;

**“Insurance Policy”** means any contract or policy of insurance (including life insurance or assurance but excluding any policies in respect of third party liability) in which any Chargor may from time to time have an interest together with all amounts payable to such Chargor under or in connection with each of those policies, and includes all Related Rights

**“Intellectual Property”** means, in relation to a Chargor:

- (a) all of such Chargor’s patents, trademarks, service marks, designs, business names, copyrights, database rights, software rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of such Chargor

**“Intercreditor Agreement”** means the intercreditor agreement dated 22 March 2019 between, among others, the Parent as original debtor, the financial institutions named in part I of schedule 1 (*The Parties*) thereto as original senior creditors, Wilmington Trust (London) Limited as security agent and the other parties listed therein

**“Intra-Group Loan”** means any loan by any Chargor as lender to any other member of the Group or Holding Company of the Group, as borrower

**“Investments”** means, in relation to a Chargor:

- (a) the Shares; and
- (b) all other shares, stocks, debentures, bonds, warrants, coupons, options, other securities and investments and rights to subscribe for other investments,

in each case whether held directly by, or to the order of, that Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf, and includes all Related Rights (and including all rights against any such trustee, nominee, fiduciary or clearance system)

**“Investor Loan Note Instrument”** means the loan stock instrument constituted by Project Neptune Midco 1 Limited dated 22 March 2019 constituting £41,847,508 10% secured A loan notes

**“Investor Loan Notes”** means any loan notes issued under the Investor Loan Note Instrument

**“Investor Majority”** has the meaning given to the term "Majority Loan Note Holders" in the Security Trust Deed

**“Lease”** means, in relation to any of the Material Real Property which is leasehold, the lease or leases, agreement for lease, tenancy or licence pursuant to, and in accordance with which, a Chargor holds such Material Real Property and any instrument supplemental to it which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms

**“Loan Note Instruments”** means the Capex Loan Note Instrument, the Investor Loan Note Instrument, the Management Loan Note Instrument and the IFX Development Loan Note Instrument

**“Loan Notes”** means the Capex Loan Notes, the Investor Loan Notes, the Management Loan Notes and the IFX Development Loan Notes

**“Management Loan Note Instrument”** means the loan stock instrument constituted by Project Neptune Midco 1 Limited dated 22 March 2019 constituting £18,216,578 10% secured A loan notes

**“Management Loan Notes”** means any loan notes issued under the Management Loan Note Instrument

**“Material Adverse Effect”** means a material adverse effect on:

- (a) the business, assets or financial condition of the Group taken as a whole; or
- (b) the ability of the Obligors (as defined in the Facilities Agreement) (taken as a whole) to perform their payment obligations under the Finance Documents (as that term is defined in the Facilities Agreement) taking into account any resources available within the Group; or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Secured Party under any of the Finance Documents

**“Material Insurance Policy”** means any Insurance Policy which is necessary for or material to the Group’s business, including the Insurance Policies specified in Schedule 5 (*Material Insurance Policies*) or any schedule to a Security Accession Deed, and includes all Related Rights

**“Material Intellectual Property”** means Intellectual Property which is necessary for or material to the Group’s business, including the Intellectual Property specified in Schedule 4 (*Intellectual Property*) or any schedule to a Security Accession Deed, and includes all Related Rights

**“Material Lease”** means a leasehold interest in Real Property in England and Wales (other than a leasehold interest with a term of less than 15 years remaining)

**“Material Real Property”** means:

- (a) in relation to an Original Chargor, any freehold or leasehold property located in England and Wales specified in Schedule 2 (*Material Real Property*) in respect of which that Chargor has any right, title or interest;
- (b) in relation to an Additional Chargor, any freehold or leasehold located property in England and Wales specified in the schedule to the relevant Security Accession Deed in respect of which that Chargor has any right, title or interest;

- (c) in relation to a Chargor, any other freehold property located in England and Wales in respect of which that Chargor has any right, title or interest and which has a market or book value in excess of £250,000; and
- (d) in relation to a Chargor, any Material Lease,

and includes any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and includes all Related Rights

**“Planning Acts”** means all legislation from time to time regulating the development, use, safety and control of Real Property and highways including but not limited to the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Local Government, Planning and Land Act 1980, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations made pursuant to any of the foregoing

**“Plant and Machinery”** means, in relation to a Chargor, all present and future plant, machinery, office equipment, computers, vehicles and other chattels of that Chargor (excluding any for the time being forming part of that Chargor’s stock in trade or work in progress), and includes all Related Rights

**“Real Property”** means, in relation to a Chargor:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2 (*Material Real Property*)); and
- (b) any buildings, fixtures, fittings (excluding any tenant fixtures), fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

in respect of which that Chargor has any right, title or interest, and includes all Related Rights

**“Receiver”** means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Agent may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment

**“Related Rights”** means, to the extent applicable in relation to any asset:

- (a) the proceeds of sale, transfer, lease or other disposal of any part of all or any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of all or any part of that asset;

- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security Interests, guarantees, indemnities or covenants for title in respect of all or any part of that asset;
- (d) any dividend, interest or other distribution paid or payable;
- (e) any moneys and proceeds paid or payable in respect of all or any part of that asset;
- (f) any awards or judgments in favour of a Chargor in respect of all or any part of that asset; and
- (g) any other assets deriving from or relating to all or any part of that asset.

**“Secured Obligations”** means, in respect of any member of the Group, all monies and liabilities now or after the date of this agreement due, owing or incurred by any member of the Group to the Secured Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party under any Finance Document, except for any obligation which, if it were included here, would constitute unlawful financial assistance or its equivalent in any other jurisdiction

**“Secured Parties”** means the holders of the Loan Notes from time to time, and the Security Agent

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

**“Security Accession Deed”** means in relation to this Debenture, a deed substantially in the form set out in Schedule 11 (*Form of Security Accession Deed*) or in relation to the 2019 Debenture a deed substantially in the form set out in Schedule 11 (*Form of Security Accession Deed*) thereto

**“Security Documents”** means:

- (a) this Debenture;
- (b) the 2019 Debenture;
- (c) any Security Accession Deed; and
- (d) any other document creating or expressed to create any security over all or any part of any member of the Group’s assets in favour of the Security Agent

**“Subsidiary”** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

**“Security Interest”** means any mortgage, charge, assignment, pledge, lien or other security interest securing any obligations of any person or any other agreement or arrangement having the effect of conferring security

**“Security Period”** means the period beginning on the date of this Debenture and ending on the Final Discharge Date

**“Senior Agent”** means the Agent under and as defined in the Facilities Agreement (being Global Loan Agency Services Limited on the date of this Debenture).

**“Senior Debenture”** means:

- (a) the debenture dated 22 March 2019 between, amongst others, Project Neptune Bidco Limited and Wilmington Trust (London) Limited as security agent; and
- (b) the supplemental debenture dated 7 May 2020 between, amongst others, Project Neptune Bidco Limited and Wilmington Trust (London) Limited as security agent.

**“Senior Discharge Date”** has the meaning given to it in the Intercreditor Agreement

**“Senior Security Agent”** means the Security Agent under and as defined in the Facilities Agreement (being Wilmington Trust (London) Limited on the date of this Debenture).

**“Security Trust Deed”** means the security trust deed dated on or around the date of this Debenture between, amongst others, (1) the Secured Parties (other than the Security Agent) and (2) the Security Agent

**“Shares”** means, in relation to a Chargor, all of the shares held by that Chargor (or on its behalf by a nominee) in any limited liability company incorporated in England and Wales including those shares specified in Schedule 3 (*Shares*) or the schedule to any Security Accession Deed.

**“Specific Contracts”** means, in relation to a Chargor:

- (a) any Intra-Group Loans;
- (b) any Hedging Agreement entered into by that Chargor in connection with the Finance Documents; and
- (c) any other agreement to which that Chargor is a party and which is designated as such from time to time by the Parent and the Security Agent,

and includes all Related Rights

## **1.2 Terms defined in other Finance Documents**

Unless defined in this Debenture, or the context otherwise requires, a term defined in any Loan Note Instrument or in any other Finance Document 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 that Loan Note Instrument or other Finance Document were a reference to this Debenture or that notice.

### 1.3 Interpretation

In this Debenture, unless the context otherwise requires:-

- (a) words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender;
- (b) the term “**assets**” includes all property, rights and revenues whatsoever, and wheresoever, present and future;
- (c) references to a “**guarantee**” include an indemnity or any other form of surety;
- (d) all references to documents include all variations and replacements of such documents and supplements to such documents;
- (e) a “**Finance Document**” or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended, restated and/or replaced from time to time (however fundamentally);
- (f) all references to a party include references to its personal representatives, permitted assigns and transferees and its successors in title;
- (g) references to persons includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (h) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which persons to who it is directed are expected and accustomed to comply with) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (i) “**including**” means including without limitation and “**includes**” and “**included**” shall be construed accordingly;
- (j) a provision of law is a reference to that provision as amended or re-enacted; and
- (k) words and phrases defined in the Companies Act 2006 have the same meanings in this Debenture but the word “company” includes any body corporate.

#### **1.4 Statutes and headings**

In this Debenture:-

- (a) any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and
- (b) headings are for reference purposes only and shall not affect the construction of anything in this Debenture.

#### **1.5 Clauses and Schedules**

In this Debenture references to “**Clauses**” are to the clauses or sub-clauses of this Debenture and references to “**Schedules**” are to the schedules to this Debenture. The Schedules shall be treated as an integral part of this Debenture and references to this Debenture shall include the Schedules.

#### **1.6 Second Ranking Security**

- (a) All Security created under this Debenture does not affect any Security Interest created by the Senior Debenture.
- (b) Where this Debenture purports to create a first ranking Security Interest, that Security Interest will rank subordinate to the equivalent Security Interest created by the Senior Debenture until such time as that equivalent Security Interest created by the Senior Debenture ceases to have effect. All references in this Debenture to “full title guarantee” shall be qualified by reference to the Senior Debenture.
- (c) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Senior Debenture and the same asset or right is expressed to be assigned again under this Debenture, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security Interest created by the Senior Debenture ceases to have effect at a time when this Debenture still has effect.
- (d) Prior to the Senior Discharge Date, no Security Interest or right created or purported to be created or granted by this Debenture shall be deemed to be more extensive than any Security Interest or right created or purported to be created or granted by the Senior Debenture.
- (e) This Debenture is subject to the terms of the Intercreditor Agreement. The rights of the Security Agent (as trustee for the Secured Parties) and the obligations of the Chargors in respect of this Debenture shall be subject in all respects to the provisions of the Intercreditor Agreement.



- (f) Prior to the Senior Discharge Date, the provisions of the Intercreditor Agreement will override this Debenture to the extent that there is any inconsistency and, in particular, but without limitation, the payment by the Chargors of any amount shall not be made except to the extent permitted by the Intercreditor Agreement.

## **1.7 Intercreditor Agreement**

- (a) This Debenture is subject to the terms of the Intercreditor Agreement.
- (b) If there is any conflict or inconsistency between any provision of this Debenture and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

## **1.8 Disposition of property**

The terms of the Finance Documents and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## **1.9 Clawback**

If the Security Agent reasonably considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors under this Debenture and the Security Interests constituted by those documents will continue and such amount will not be considered to have been irrevocably paid.

## **1.10 Third Party Rights**

A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

## **1.11 Deed**

It is intended that this Debenture takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

# **2. COVENANT TO PAY**

## **2.1 Secured Obligations**

Each Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to, subject to the terms of the Intercreditor Agreement, pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

## **2.2 Guarantee and indemnity**

Each Chargor irrevocably and unconditionally jointly and severally (and subject to the terms of the Intercreditor Agreement):-

- (a) guarantees to the Security Agent punctual performance by each other Chargor of all that Chargor's obligations under the Finance Documents;
- (b) undertakes with the Security Agent that, whenever another Chargor does not pay any amount when due under or in connection with any of the Finance Documents, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Security Agent that, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Security Agent immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any of the Finance 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.

### **2.3 Continuing guarantee**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

### **2.4 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Security Agent 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.

### **2.5 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 2.5, would reduce, release or prejudice any of its obligations under Clause 2 (without limitation and whether or not known to it or the Secured Parties) including:-

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor 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;
- (d) 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;
- (e) any amendment, novation, supplement, extension, variation, restatement (however fundamental and whether or not more onerous) or replacement of any of the Finance Documents 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 of the Finance Documents or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any of the Finance Documents or any other document or security; or
- (g) any insolvency or similar proceedings.

## **2.6 Chargor intent**

Without prejudice to the generality of Clause 2.5 (*Waiver of Defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents.

## **2.7 Immediate recourse**

Each Chargor waives any right it may have of first requiring the Security Agent (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 any of the Finance Documents to the contrary.

## **2.8 Appropriations**

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, the Security Agent (or any trustee or agent on its behalf) may:-

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Secured Parties (or any trustee or agent on their 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

- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Clause 2.

## 2.9 Deferral of Chargors' rights

- (a) Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 2:-
  - (i) to be indemnified by a Chargor;
  - (ii) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents;
  - (iii) 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 Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Secured Parties;
  - (iv) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under Clause 2.2 (*Guarantee and Indemnity*);
  - (v) to exercise any right of set-off against any Chargor; and/or
  - (vi) to claim or prove as a creditor of any Chargor in competition with the Secured Parties.
- (b) 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 Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct.

## 2.10 Release of Chargors' right of contribution

If any Chargor (a "**Retiring Chargor**") ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Chargor then on the date such Retiring Chargor ceases to be a Chargor:-

- (a) 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 Finance Documents; and

- (b) each other Chargor waives any rights it may have by reason of the performance of its obligations under the Finance 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 the Finance Documents or of any other security taken pursuant to, or in connection with, the Finance Documents where such rights or security are granted by or in relation to the assets of the Retiring Chargor.

#### **2.11 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 the Secured Parties.

#### **2.12 Guarantee limitations**

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006.

#### **2.13 Interest**

Each Chargor covenants to pay interest on any sum demanded in accordance with Clause 2.1 (*Secured Obligations*) and Clause 2.2 (*Guarantee and indemnity*) until payment (both before and after any judgment) at the Default Rate.

#### **2.14 Guarantee binding**

Each Chargor agrees to be bound by the guarantee contained in Clause 2.2 (*Guarantee and indemnity*), even if any other company which was intended to execute this Debenture may not do so or may not be effectually bound.

#### **2.15 Demands**

The making of one demand under this Debenture will not preclude the Security Agent making any further demands.

### **3. FIXED SECURITY**

#### **3.1 General**

All Security created by a Chargor under this Clause 3 (*Fixed Security*) and Clause 4 (*Floating Charge*):

- (a) is granted in favour of the Security Agent as security trustee for the Secured Parties;
- (b) is continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);

- (c) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any security expressly permitted under the Facilities Agreement or granted by any Chargor in connection with the Facilities Agreement or, following the Senior Discharge Date, as expressly permitted by the Security Agent);
- (d) is granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Charged Asset; and
- (e) shall rank behind the Security created under the Senior Debenture in accordance with the Intercreditor Agreement.

### **3.2 Legal mortgage**

Each Chargor charges by way of legal mortgage the Material Real Property.

### **3.3 Assignment by way of Security**

- (a) Each Chargor assigns and agrees to assign absolutely and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
  - (i) any Material Insurance Policies; and
  - (ii) each Specific Contract.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Material Insurance Policies.

### **3.4 Fixed charges**

Each Chargor (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) by way of fixed charge, the Material Real Property;
- (b) by way of fixed charge, the Accounts;
- (c) by way of fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of fixed charge, the Material Intellectual Property;
- (e) by way of fixed charge, the Plant and Machinery;

- (f) by way of fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of fixed charge, the Investments; and
- (h) by way of fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

### **3.5 Fixed security**

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Debenture. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

## **4. FLOATING CHARGE**

### **4.1 Floating charge**

- (a) Each Chargor charges by way of floating charge all its present and future assets and undertaking other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above.

### **4.2 Conversion of floating charge to fixed Security**

- (a) Subject to the terms of the Intercreditor Agreement, the Security Agent may at any time by notice to the relevant Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice if:
  - (i) this Debenture is enforceable in accordance with Clause 14 (*When Security Becomes Enforceable*); or
  - (ii) the Security Agent reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
  - (iii) the Security Agent reasonably considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge; or
  - (iv) any Insolvency Proceeding is continuing.

- (b) In addition, without prejudice to any rule of law which may have a similar effect but subject to paragraph (c) below, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge if:
- (i) a Chargor creates (or attempts or takes any steps to create) any Security Interest over any Charged Asset (save as expressly permitted under the Facilities Agreement or granted by any Chargor in connection with the Facilities Agreement or, following the Senior Discharge Date, as expressly permitted by the Security Agent (acting on the instructions of the Investor Majority));
  - (ii) a Chargor disposes (or attempts or takes any steps to dispose) of all or any of the Charged Assets (save as expressly permitted under the Facilities Agreement or, following the Senior Discharge Date, as expressly permitted by the Security Agent (acting on the instructions of the Investor Majority));
  - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration execution or other process against any Charged Asset (which is not discharged within three Business Days); or
  - (iv) an Administration Event occurs.
- (c) Notwithstanding anything to the contrary contained in this Debenture, the floating charge constituted under Clause 4.1 (*Floating charge*) shall not be converted (whether with or without notice) into a fixed charge as regards any or all of the assets the subject of the floating charge until the Senior Discharge Date has occurred.

## **5. RESTRICTIONS ON DEALING**

### **5.1 Restrictions on dealings**

No Chargor may:

- (a) create or allow to exist any Security Interest over all or any part of the Charged Assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, transfer, licence lease or otherwise dispose of all or any part of its assets or enter into any other preferential arrangement having a similar effect,

unless expressly permitted under the Facilities Agreement or granted by any Chargor in connection with the Facilities Agreement or, following the Senior Discharge Date, as expressly permitted by the Security Agent (acting on the instructions of the Investor Majority).



## **6. MATERIAL REAL PROPERTY**

### **6.1 Description of information**

Each Chargor represents and warrants to the Security Agent on the date of this Debenture or, as applicable, the date of any Security Accession Deed pursuant to which it becomes a party to this Debenture, that all Material Real Property in respect of which it has an interest is fully and accurately described in Schedule 2 (*Material Real Property*) (or, as applicable, the relevant schedule to a Security Accession Deed).

### **6.2 Leases**

Each Chargor must:

- (a) perform all the material terms on its part contained in any Material Lease, agreement for lease, licence or other agreement or document which gives that Chargor a right to occupy or use property comprised in its Material Real Property;
- (b) duly and punctually comply with all material covenants and stipulations affecting the Material Real Property or the facilities (including access) necessary for the enjoyment and use of the Material Real Property and indemnify the Secured Parties in respect of any breach of those covenants and stipulations; and
- (c) not do or allow to be done any act as a result of which any Material Lease may become liable to forfeiture or otherwise be terminated.

### **6.3 Acquisitions**

If a Chargor acquires any Material Real Property after the date of this Debenture it must:

- (a) promptly notify the Security Agent;
- (b) promptly on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in any form which the Security Agent may require (acting on the instructions of the Investor Majority, acting reasonably) and consistent with this Debenture;
- (c) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security and any mortgage; and
- (d) if applicable, ensure that this Security and any mortgage is correctly noted in the Register of Title against that title at the Land Registry.

### **6.4 Compliance with regulations, etc.**

Each Chargor shall at all times:

- (a) observe and perform (and use all reasonable endeavours to ensure the observance and performance by any other person or persons at any time occupying or using all and any part of the Material Real Property of) the Planning Acts, building regulations and all restrictions, conditions and stipulations for the time being affecting all or any part of the Material Real Property or the mode or use or enjoyment of the same where failure to do so would be reasonably likely to have a Material Adverse Effect; and
- (b) preserve and renew when desirable or necessary all Authorisations and rights relating to the Material Real Property.

## 6.5 Notice of Security: Leases

Each Chargor will:

- (a) upon the Senior Discharge Date give notice to all landlords, tenants and other persons who are parties to any Material Leases, of the fixed Security constituted under this Security in respect of any such Material Lease, such notice being substantially in the form set out in Part 1 of Schedule 7 (*Leases*); and
- (b) use all reasonable endeavours to procure that each such landlord, tenant or other person delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part II of Schedule 6 (*Leases*) within 20 Business Days of the Senior Discharge Date.

## 6.6 Third Party Consents for Leases

- (a) If under the terms of a Lease any Chargor is not permitted to charge or assign its interest in such Material Real Property (either absolutely or without the consent of the landlord) (a "**Restricted Property**") it undertakes promptly to make an application for the landlord's consent to the creation of the mortgage contained in this Security and shall use all reasonable endeavours to obtain such consent as soon as reasonably practicable and shall keep the Security Agent informed of the progress of its negotiations with such landlord (**provided that** such obligation to use reasonable endeavours to obtain such consent shall expire by the date falling three Months after the date on which consent was first requested).
- (b) There shall be excluded from this Security any Restricted Property until the relevant consent is obtained. Immediately upon receipt of such consent, the relevant Restricted Property shall stand mortgaged and charged to the Security Agent under Clause 3.2 (*Legal mortgage*) and the fixed charge contained in Clause 3.4 (*Fixed charges*) (together with any mortgage or charge to be created under Clause 13 (*Further Assurance*) or a Security Accession Deed).

## 6.7 Deposit of title deeds

Each Chargor shall as soon as reasonably practicable following the Senior Discharge Date:

- (a) deposit with the Security Agent (or provide a solicitor's undertaking to hold in favour of the Security Agent) all deeds, certificates and other documents (if any) constituting or evidencing title to any Material Real Property; and
- (b) deposit with the Security Agent (or provide a solicitor's undertaking to hold in favour of the Security Agent) at any time thereafter any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items.

## **6.8 Application to the Land Registry**

Each Chargor hereby consents to an application in the following (or substantially similar) terms being made to the Land Registry to enter a restriction in the proprietorship register of any registered land at any time forming part of the Material Real Property:

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] (as security agent) referred to in the charges register or their conveyancer."*

## **7. INVESTMENTS**

### **7.1 Changes to rights**

No Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Shares being issued.

### **7.2 Calls**

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments.
- (b) Subject to the terms of the Intercreditor Agreement, if a Chargor fails to do so, the Security Agent may pay those calls or other payments on behalf of that Chargor. That Chargor must reimburse the Security Agent for any payment made by the Security Agent on the date the Security Agent requests such reimbursement under this Clause 7.2 and, pending reimbursement, that payment will constitute part of the Secured Obligations.

### **7.3 Other obligations in respect of Investments**

No Secured Party will be required in any manner to:

- (a) perform or fulfil any obligation of a Chargor;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or

- (d) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of any Investment.

#### 7.4 Dividends

- (a) At any time prior to an Enforcement Event, each Chargor shall be entitled to receive and retain all dividends, interest and other monies arising from the Investments.
- (b) Subject to the terms of the Intercreditor Agreement, at any time after an Enforcement Event, each Chargor shall hold any amounts or other benefits received by way of dividends, interest and other monies arising from the Investments on trust for the Secured Parties and pay the same to the Security Agent on the date of that Chargor's receipt of same or as the Security Agent may direct.

#### 7.5 Voting rights

- (a) At any time prior to an Enforcement Event, each Chargor shall be entitled to exercise (or direct the exercise of) the voting and other rights and powers attached to the Investments **provided that** such Chargor may only exercise such rights or powers (or otherwise permit or agree to any variation of the rights attaching to or conferred by all or any part of the Investments) if:
  - (i) that does not cause an Enforcement Event to occur;
  - (ii) that does not adversely affect the validity or enforceability of the Security Interest created (or purported to be created) by this Debenture; and
  - (iii) the exercise of, or the failure to exercise, those rights and powers would not have a material and adverse effect on the ability of the Security Agent to realise this Security.
- (b) Subject to the terms of the Intercreditor Agreement, at any time after an Enforcement Event, the Security Agent (or any Receiver or Delegate) may, at its discretion, (in the name of the relevant Chargor or otherwise and without any further consent or authority from such Chargor):
  - (i) exercise (or refrain from exercising) any voting rights in respect of the Investments;
  - (ii) apply all dividends, interest and other monies arising from the Investments in accordance with Clause 18 (*Application of Monies*);
  - (iii) transfer the Investments into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and
  - (iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Investments, including the

right, in relation to any company whose shares or other securities are included in the Investments, to concur or participate in:

- (A) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
- (B) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
- (C) the exercise, renunciation or assignment of any right to subscribe for any shares or securities, in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Investments.

## **7.6 Delivery of share certificates and registers**

Each Chargor shall as soon as reasonably practicable following the Senior Discharge Date:

- (a) deposit with the Security Agent (or procure the deposit of) all certificates or other documents to title to the Investments and stock transfer forms (executed and undated by it or on its behalf), together with a duly certified copy of the register for any member of the Group which has issued such Investments; and
- (b) promptly following the acquisition, subscription, accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments, notify the Security Agent of that occurrence and procure the delivery to the Security Agent of all certificates or other documents of title representing such items and such stock transfer forms or other instruments of transfer (executed and undated by it or on its behalf) in respect thereof as the Security Agent may request together with a duly certified copy of the register for such Investments.

## **8. INTELLECTUAL PROPERTY**

### **8.1 Representations**

Each Chargor represents to the Security Agent that as at the date of this Debenture or, as applicable, the date of any Security Accession Deed pursuant to which it becomes a party to this Debenture, all Intellectual Property which is Material Intellectual Property is accurately described in Schedule 4 (*Intellectual Property*) (or, as applicable, the relevant schedule to a Security Accession Deed).

### **8.2 Acquisition**

Each Chargor (or the Parent on its behalf) shall promptly notify the Security Agent if it acquires, develops or establishes any Material Intellectual Property after the date of this Debenture which is material to its business.

### **8.3 Preservation**

Each Chargor must promptly, if requested to do so by the Security Agent (acting on the instructions of the Investor Majority, each acting reasonably), sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Material Intellectual Property in any jurisdiction (including the United Kingdom and the European Union) which either record the existence of this Debenture or the restrictions on disposal imposed by this Debenture.

## **9. ACCOUNTS**

### **9.1 Accounts**

Each Chargor shall, on or before the date of this Debenture (or, as applicable, the date of any Security Accession Deed or promptly following the date on which any new Account is established after the date of this Debenture) deliver details of all of its Accounts to the Security Agent.

### **9.2 Book debts and receipts**

Each Chargor shall get in and realise its:

- (a) securities to the extent held by way of temporary investment;
- (b) book and other debts and other moneys owed to it (other than owed by members of the Group); and
- (c) royalties, fees and income of any nature owed to it,

in the ordinary course of its business and, following an Enforcement Event:

- (i) pay such monies into such account as the Security Agent may designate; and
- (ii) not enter into a single transaction or series of transactions to sell, factor, discount or otherwise dispose of all part of its receivables.

### **9.3 Withdrawals**

- (a) Unless an Enforcement Event has occurred, the Chargor may withdraw any moneys (including interest) standing to the credit of an Account.
- (b) After an Enforcement Event, the Security Agent may (subject to the payment of any claims having priority to this Security and subject to the Intercreditor Agreement) withdraw, transfer or set-off amounts standing to the credit of any Account to satisfy the Secured Obligations.

### **9.4 Notice of Security**

Each Chargor (or the Parent as agent on its behalf) will:

- (a) upon the Senior Discharge Date, give notice to the relevant bank, building society, financial institution or other person of the charge constituted under this Debenture (or Security Accession Deed, as applicable) in respect of each Account, such notice being in the form set out in Part 1 of Schedule 8 (*Accounts*).
- (b) use all reasonable endeavours to procure that the relevant bank, building society, financial institution or other person delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 8 (*Accounts*) within 20 Business Days of the Senior Discharge Date.

## **10. INSURANCES**

### **10.1 Rights**

After an Enforcement Event:

- (a) subject to the terms of the Intercreditor Agreement, the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its insurances;
- (b) each Chargor must take such steps (at its own cost) as the Security Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor; and
- (c) each Chargor must hold any payment received by it under any of its Insurance Policies (excluding proceeds of any third party liability insurances paid to the Chargor to meet third party claims) on trust for the Security Agent.

### **10.2 Notice of Security**

Each Chargor will:

- (a) upon the Senior Discharge Date give notice to each insurer party to each of the Insurance Policies of the assignment constituted by this Debenture (or Security Accession Deed, as applicable) in respect of each Insurance Policy, such notice being substantially in the form set out in Part 1 of Schedule 9 (*Insurance Policies*); and
- (b) use reasonable endeavours to procure that each such insurer delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 9 (*Insurance Policies*) within 20 Business Days of the Senior Discharge Date.

## **11. SPECIFIC CONTRACTS**

### **11.1 Notice of Security**

- (a) Each Chargor will:
  - (i) upon the Senior Discharge Date, give notice to the relevant counterparty to each Specific Contract of the assignment constituted under this Debenture (or Security Accession Deed, as applicable) in respect of each Specific Contract, such notice being substantially in the form set out in Part 1 of Schedule 10 (*Specific Contracts*) or in such other form as may be specified by the Security Agent (acting reasonably); and
  - (ii) use reasonable endeavours to procure that the relevant counterparty delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 10 (*Specific Contracts*) or in such other form as may be specified by the Security Agent (acting reasonably) within 20 Business Days of the date of the Senior Discharge Date.
- (b) Each Chargor is deemed to have given (and acknowledged) such notice of assignment in respect of any Intra-Group Loans outstanding on the date of this Debenture or from time to time where the creditors and debtors under such loans are both Chargors.
- (c) For the avoidance of doubt, if notice is served in a form satisfactory to the Security Agent (acting on the instructions of the Investor Majority) on any entity of the assignment of the Chargors' interest in any Intra-Group Loan outstanding from time to time, nothing in this Clause 11.1 obliges any further notice to be served on that entity in respect of any other Intra-Group Loan of which that entity is a debtor and any Chargor is a creditor.

## **12. PROVISIONS AS TO SECURITY**

### **12.1 Implied covenants for title**

- (a) The covenants set out in Sections 3(1), 3(2), 4(1)(b) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Security*) or 4 (*Floating Charge*).
- (b) It shall be implied in respect of Clauses 3 (*Fixed Security*) and 4 (*Floating Charge*) that a Chargor is disposing of the Charged Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), save for any security expressly permitted under the Facilities Agreement or granted by any Chargor in connection with the Facilities Agreement or, following the Senior Discharge Date, as expressly permitted by the Security Agent.



## **12.2 Further Loans**

- (a) Each Secured Party (other than the Security Agent) is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents, and that obligation will be deemed to be incorporated in this Security as if set out in this Security.
- (b) Each Chargor consents to an application being made to the Land Registry to enter notice of the obligation to make further advances on the Charges Register of any registered land forming part of the Charged Assets.

## **13. FURTHER ASSURANCE**

### **13.1 Further assurance**

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.
- (b) Each Chargor shall promptly, at its own cost and subject to receipt of any necessary consents, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):
  - (i) to perfect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by such Chargor of a mortgage, charge, assignment or other Security Interest over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this Security or by law;
  - (ii) to confer on the Security Agent (or the Secured Parties) security over any property, asset or undertaking of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture; and/or
  - (iii) after the Security has become enforceable, to facilitate the realisation of the Charged Assets.
- (c) Each Chargor shall notify the Security Agent of any Enforcement Event (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

### **13.2 Perfection**

Until the Senior Discharge Date:

- (a) other than the registrations made at Companies House, the Land Registry or the Trademark Registry (which may only occur 2 Business Days after such registrations are made under or pursuant to the Senior Debenture over the relevant assets and the Senior Security Agent has confirmed that the relevant registrations have been so made), no other registration may be made or notice may be given to perfect any Security granted by any member of the Group without the prior written consent of the Senior Security Agent; and
- (b) notwithstanding anything to the contrary in this Debenture, the Senior Security Agent may enforce its rights under paragraph (a) of this Clause 13.2 above in accordance with the terms of this paragraph and any applicable legislation including, but not limited to, the Contracts (Rights of Third Parties) Act 1999.

### **13.3 Necessary Action**

- (a) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary or as may reasonably be requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any Security.
- (b) In relation to any provision of this Debenture which requires any Chargor to deliver any document for the purposes of granting any guarantee or Security for the benefit of all or any of the Secured Parties, the Security Agent agrees to execute as soon as reasonably practicable any such agreed form document which is presented to it for its execution.

## **14. WHEN SECURITY BECOMES ENFORCEABLE**

### **14.1 Timing**

Subject to the terms of the Intercreditor Agreement, this Security will become immediately enforceable any time:

- (a) after the occurrence of an Enforcement Event; or
- (b) if a Chargor requests that the Security Agent exercises any of its powers under this Debenture.

### **14.2 Enforcement**

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as may be directed by the relevant Secured Parties in accordance with the Intercreditor Agreement and the Security Trust Deed.

## **15. ENFORCEMENT OF SECURITY**

### **15.1 General**

- (a) The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Security shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 (and the Secured Obligations shall be deemed to be due and payable for that purpose) and such power shall arise on execution of this Debenture (or Security Accession Deed, as the case may be) (but shall only be exercisable following an Enforcement Event).
- (b) Any restriction imposed by law on the power of sale (including under section 103 of the Law of Property Act 1925) or the right of a mortgagee to consolidated mortgages (including under section 93 of the Law of Property Act 1925) does not apply to this Security.
- (c) Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders or leases and grant options as the Security Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Law of Property Act 1925).

### **15.2 No liability as mortgagee in possession**

None of the Security Agent, any Receiver nor a nominee of either of them will be liable, by reason of entering into possession of a Charged Asset:

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any default or omission for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful default on its part.

### **15.3 Privileges**

Each Receiver, the Security Agent or a nominee of a Receiver of the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Law of Property Act 1925) on mortgagees and receivers duly appointed under any law (including the Law of Property Act 1925).

### **15.4 Protection of third parties**

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised; or

- (c) how any money paid to the Security Agent or to that Receiver is to be applied.

## **15.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Security Agent may:
  - (i) redeem any prior Security Interest against any Charged Asset; and/or
  - (ii) procure the transfer of that Security Interest to itself or its nominee; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

## **15.6 Right of appropriation**

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Charged Asset, the Security Agent shall have the right (following an Enforcement Event and without giving notice) to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing a Charged Asset shall be:

- (a) in the case of cash on account in an Account, the amount standing to the credit of that Account, together with any accrued interest, at the time of appropriation; and
- (b) in the case of any Investments, their market value determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select.

## **15.7 Effect of Moratorium**

The Security Agent shall not be entitled to exercise its rights under Clause 14.2 (*Enforcement*) or Clause 4.2 (*Conversion of floating charge to fixed Security*) where the right arises as a result of any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

## **16. APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

### **16.1 Appointment and removal**

After this Security has become enforceable (or if requested by a Chargor) the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;

- (b) appoint two or more Receivers of separate parts of the Charged Assets;
- (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 the Chargor(s).

## **16.2 Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 16.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the Chargor(s) 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 Security Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

## **16.3 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 Security Agent under the Law of Property Act 1925 (as extended by this Security) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets.

## **17. POWERS OF RECEIVERS**

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the relevant Chargor) have and be entitled to exercise, in relation to the Charged Assets, and as varied and extended by the provisions of this Security (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of the relevant Chargor):

- (a) 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;
- (b) 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);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and

- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to:
  - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
  - (ii) the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Security or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
  - (iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Assets.

## **18. APPLICATION OF MONIES**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Security 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 in accordance with the Intercreditor Agreement and the Security Trust Deed.

## **19. PROTECTION OF PURCHASERS**

### **19.1 Consideration**

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

### **19.2 Protection of purchasers**

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or validity on the part of the Security Agent or such Receiver in such dealings.

## **20. POWER OF ATTORNEY**

### **20.1 Appointment and powers**

Each Chargor by way of security irrevocably appoints the Security 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 other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on such Chargor by this Security or any other agreement binding on such Chargor to which the Security Agent is party (including

the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets); and

- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security or by law (including, after this Security has become enforceable in accordance with Clause 14 (*When Security Becomes Enforceable*), the exercise of any right of a legal or beneficial owner of the Charged Assets).

## **20.2 Exercise of power of attorney**

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 20.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by a Chargor to comply with any undertaking or obligation under this Debenture within five Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent).

## **20.3 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.

# **21. EFFECTIVENESS OF SECURITY**

## **21.1 Continuing security**

- (a) The Security shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent.
- (b) No part of the Security will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

## **21.2 Cumulative rights**

The Security shall be cumulative, in addition to and independent of every other Security Interest which the Security 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. No prior Security Interest held by the Security 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 Assets shall merge into the Security.

### **21.3 No prejudice**

The Security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security 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 Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

### **21.4 Remedies and waivers**

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Security Agent provided by or pursuant to this Security, shall operate as a waiver of those rights, powers and remedies, nor shall any single or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies.

### **21.5 Partial invalidity**

If, at any time, any provision of this Security 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 Security 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 Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

### **21.6 Waiver of defences**

The obligations of, and the Security created by, each Chargor under this Security will not be affected by any act, omission, matter or thing which, but for this Clause 21.6, would reduce, release or prejudice any of its obligations under, or the Security created by, this Security and whether or not known to such Chargor or any Secured Party including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Obligor;
- (c) 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 Obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any Security;
- (d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;



- (e) 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 a Finance Document or any other document or security or of the Secured Obligations;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

#### **21.7 Immediate recourse**

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

#### **21.8 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 Security:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Security; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Secured Parties under this Security or of any other guarantee or Security taken pursuant to, or in connection with, this Security by any Secured Party.

#### **21.9 Release of Chargors' right of contribution**

If any Chargor ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Chargor:

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Finance Documents; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Party or of any other security taken under, or in connection with, any Finance Document where the rights or security are granted by or in relation to the assets of the retiring Chargor.

### **21.10 Collateral Security**

Where any Security Interest initially takes effect as a collateral or further Security Interest to another Security Interest intended to be constituted under this Security or which otherwise secures all or any part of the Secured Obligations to which a Chargor is a party then, despite any receipt, release or discharge endorsed on or given in respect of or under the second mentioned Security Interest, the first mentioned Security Interest will operate as an independent Security Interest.

## **22. PRIOR SECURITY INTERESTS**

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security Interest against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Security, the Security Agent may redeem such prior Security Interest or procure the transfer thereof to itself.
- (b) The Security Agent may settle and agree the accounts of the prior Security Interest and any accounts so settled and passed will be conclusive and binding on the Chargors.
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargors to the Security Agent on demand together with accrued interest thereon as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Loan Note Instruments from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

## **23. SUBSEQUENT SECURITY INTERESTS**

If the Security Agent or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security Interest, assignment or transfer affecting the Charged Assets or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of any Chargor to the Security Agent will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

## **24. RELEASE**

Upon the Final Discharge Date, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargors:-

- (a) release the Charged Assets from this Debenture; and
- (b) re assign the Charged Assets that have been assigned to the Security Agent under this Debenture.

## **25. SUSPENSE ACCOUNTS**

All monies received, recovered or realised by the Security Agent under this Security (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a financial institution (including itself) for so long as it may think fit (the interest (if any) being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations.

## **26. NOTICES**

Any communication under this Security shall be made and given in accordance with the terms of clause 14 (*Notices*) of the Security Trust Deed.

## **27. COUNTERPARTS**

This Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

## **28. GOVERNING LAW AND JURISDICTION**

- (a) This Debenture and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or any non-contractual obligations arising out of or in any way relating to this Debenture) (a "**Dispute**").
- (c) The parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle the Disputes and accordingly no party will argue to the contrary.

**THIS DEBENTURE** has been executed as, and is intended to take effect as, a deed by the Original Chargors and is delivered and has been signed by the Security Agent on the date written on the first page of this Debenture.

## SCHEDULE 1

### The Chargors

Name	Jurisdiction	Company No.
Project Neptune Topco Limited	England and Wales	11877692
Project Neptune Midco 1 Limited	England and Wales	11877732
Project Neptune Midco 2 Limited	England and Wales	11877829
Project Neptune Bidco Limited	England and Wales	11877944
Creative Car Park Holdings Ltd	England and Wales	11046832
Creative Car Park Ltd	England and Wales	05571660
Creative (Contracts) Car Park Ltd	England and Wales	058148388
Civil Enforcement Ltd	England and Wales	05645677

## **SCHEDULE 2**

### **Material Real Property**



None at the date of this Debenture.

### SCHEDULE 3

#### Shares

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Project Neptune Topco Limited	Project Neptune Midco 1 Limited	Ordinary shares	1
Project Neptune Midco 1 Limited	Project Neptune Midco 2 Limited	Ordinary shares	1
Project Neptune Midco 2 Limited	Project Neptune Bidco Limited	Ordinary shares	1
Project Neptune Bidco Limited	Creative Car Park Holdings Ltd	Ordinary shares	3,108,935
Creative Car Park Holdings Ltd	Civil Enforcement Ltd	Ordinary shares	10,000
Creative Car Park Holdings Ltd	Creative Car Park Ltd	Ordinary shares	1,000
Creative Car Park Holdings Ltd	Creative (Contracts) Car Park Limited	Ordinary shares	1,000

**SCHEDULE 4**  
**Intellectual Property**

SCHEDULE 5 CHARGOR	Registered Owner	Type	Trademark	Trademark Number	Classes	Renewal Date
Creative Car Park Ltd	Creative Car Park Ltd	Trademark	PARKSOLVE	UK00003293346	Class 35 Class 39	28 February 2028
Creative Car Park Ltd	Creative Car Park Ltd	Trademark		UK00003281733	Class 9 Class 35 Class 39	10 January 2028
Creative Car Park Ltd	Creative Car Park Ltd	Trademark	StarPark	UK00003302589	Class 9 Class 35 Class 39	09 April 2028
Creative Car Park Ltd	Creative Car Park Ltd	Trademark		UK00003302588	Class 9 Class 35 Class 39	09 April 2028

Chargor	Registered Owner	Domain Name	Status	Renewal Date
Creative Car Park Ltd	Creative Car Park Ltd	9ae-parking.co.uk	Website in use	08 February 2020
Creative Car Park Ltd	Creative Car Park Ltd	Ce-service.co.uk	Website in use	29 November 2019



Creative Car Park Ltd	Creative Car Park Ltd	Creativecarpark.co.uk	Website in use	01 November 2019
Creative Car Park Ltd	Creative Car Park Ltd	Creativeparking.co.uk	Website not in use	21 July 2020
Creative Car Park Ltd	Creative Car Park Ltd	Parksolve.co.uk	Website in use	18 July 2020
Creative Car Park Ltd	Creative Car Park Ltd	Starpark.co.uk	Website in use	18 July 2020
Creative Car Park Ltd	Creative Car Park Ltd	Trafficguard.co.uk	Access denied to webpage	14 November 2019
Creative Car Park Ltd	Creative Car Park Ltd	Versatileparking.co.uk	Website in use	13 August 2020
Creative Car Park Ltd	Creative Car Park Ltd	Versatileparking.com	Website in use	21 July 2020
Creative Car Park Ltd	Creative Car Park Ltd	Creativecarpark.com	Website in use	11 September 2020

## SCHEDULE 6

### Material Insurance Policies

Chargor	Insurance Policy	Insurer	Policy Number
Project Neptune Bidco Limited	Buyer-Side Warranty & Indemnity Insurance Policy	Hunter George & Partners Limited	HG19WI4589
Project Neptune Bidco Limited	Tax Liability Insurance Policy	Hunter George & Partners Limited	HG19TX4778
Creative Car Park Ltd, Creative (Contracts) Car Park Limited	Employers Liability Insurance	Royal Sun Alliance plc	RSAP4083389200
Creative Car Park Ltd, Creative (Contracts) Car Park Limited	Public and Products Liability Insurance	Royal Sun Alliance plc	RSAP4083389200
Creative Car Park Ltd	Directors & Officers Insurance	Covea Insurance	EPR102927
Creative Car Park Holdings Ltd, Civil Enforcement Ltd, Creative Car Park Ltd and Creative (Contracts) Car Park Limited	Professional Indemnity Insurance	Hiscox	PL-PSC10001614932/03

## SCHEDULE 7

### Leases

#### Part 1

##### Notice of Charge of Material Lease

To: [Insert name and address of Headlease Holder]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated [●] (the “**Debenture**”), we charged to [insert name of Security Agent] (the “**Security Agent**”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under [the [describe Material Lease] dated [●] between [●] and [●] relating to [●] (including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant) (the “**Lease**”).]

We will remain liable to perform all our obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an “**Enforcement Notice**”).

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Lease or available at law or in equity are exercisable by the Security Agent;
2. all rights to compel performance of the Lease are exercisable by the Security Agent; and
3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Lease belong to the Security Agent;
4. all amounts payable by you in relation to the Lease shall be payable directly to (or at the direction of) the Security Agent; and
5. you are authorised to disclose information in relation to the Lease to the Security Agent.

This letter may only be revoked with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Security Agent (at *[insert name & address of Security Agent]*) with a copy to us.

Yours faithfully

.....  
*[Insert name of relevant Chargor]*

## Part 2

### Acknowledgement of Notice of Charge

To: Inflexion Private Equity Partners LLP  
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from [●] (the “**Chargor**”) of a notice dated [●] of a charge by way of [fixed charge] upon the terms of a debenture dated [●] (the “**Debenture**”) to [*insert name of Security Agent*] (the “**Security Agent**”) (as trustee for the Secured Parties) of all the Chargor’s right, interest and benefit in, to and under the Lease (as specified in that notice) to which we are a party (the “**Notice**”)

We confirm that we have not received notice of:

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
- (b) the interest of any third party in any of the rights, interests and benefits specified in the Notice.

We further confirm that:

1. [following our receipt of an Enforcement Notice,] no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Agent;
2. [following our receipt of an Enforcement Notice,] no termination of such rights, interests or benefits will be effective unless we have given the Security Agent 21 days’ written notice of the proposed termination and specifying the action necessary to avoid such termination;
3. the Chargor will remain liable to perform all its obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease; and
4. no breach or default on the part of the Chargor of any of the terms of such Lease will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....  
[Headlease Holder]

## SCHEDULE 8

### Accounts

#### Part 1

#### Notice of Security over Accounts

To: [Insert name and address of bank/building society/financial institution]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated [●] (the “**Debenture**”), the companies identified in the schedule to this notice (together with the Parent, the “**Customers**”) have charged to [insert name of Security Agent] (the “**Security Agent**”) as trustee for the Secured Parties any accounts and all monies (including interest) from time to time standing to the credit of those accounts identified in the schedule to this notice (the “**Charged Accounts**”) and to all interest (if any) accruing thereon.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an “**Enforcement Notice**”).

We irrevocably instruct and authorise you:

- (a) following receipt of an Enforcement Notice (or at any time in respect of any blocked Charged Account), to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly; and
- (b) to disclose to the Security Agent (without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure) such information relating to the Customers or the Charged Accounts which the Security Agent may from time to time request you to disclose to it.

We also give you notice that:

1. the Security Agent will have sole signing rights to those Charged Accounts which are identified as “blocked” accounts in the schedule to this notice and therefore the Customers may not withdraw any monies from such accounts without having obtained the prior written consent of the Security Agent;
2. the Customers may make withdrawals from those Charged Accounts which are identified as “not blocked” accounts in the schedule below until such time as the Security Agent shall notify you in writing that their permission is withdrawn; and
3. the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement of this notice and returning to the Security Agent (at *[insert name & address of Security Agent]*) with a copy to us.

Yours faithfully

.....

*[Insert name of the Parent/charging company]*

[For and on behalf of [●]]

as agent for and on behalf of all of the Customers]<sup>1</sup>

---

<sup>1</sup>Delete if the charging company is sending this on its own behalf, not by the Parent on its behalf.



### Schedule

Customer	Account Number	Sort Code	Status
[●]	[●]	[●]	[blocked/not blocked]

## Part 2

### Acknowledgement of Security by Account Bank

To: Inflexion Private Equity Partners LLP  
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from *[insert name of charging company]* (the “**Chargor**”) of a notice dated [●] of a charge upon the terms of a debenture dated [●] (the “**Debenture**”) of all monies (including interest) from time to time standing to the credit of the Charged Accounts specified in the notice. Terms defined in such notice shall have the same meaning in this acknowledgement (the “**Notice**”).

We agree to act in accordance with the provisions of the Notice.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts, security in respect of any Charged Account and similar rights (however described) which we may have now or in the future in respect of any Charged Account or the balance thereon to the extent that such rights relate to amounts owed to us by any Customer.

We confirm that we have not received notice of the interest of any third party in any Charged Account.

This letter is to be governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....  
*[Insert name of account bank]*

## SCHEDULE 9

### Insurance Policies

#### Part 1

##### Notice of Assignment of Material Insurance Policies

To: [Insert name and address of insurer]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated [●] (the “**Debenture**”), we charged by way of assignment to [insert name of Security Agent] (the “**Security Agent**”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under the [describe Insurance Policy] with policy number [insert policy number] effected by us or whomsoever (including all monies payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the “**Policy**”).

We will remain liable to perform all our obligations under the Policy and the Security Agent is under no obligation of any kind whatsoever under the Policy nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an “**Enforcement Notice**”).

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Policy or available at law or in equity are exercisable by the Security Agent;
2. all rights to compel performance of the Policy are exercisable by the Security Agent;
3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Policy belong to the Security Agent;
4. all amounts payable by you in relation to the Policy shall be payable directly to (or at the direction of) the Security Agent; and
5. you are authorised to disclose information in relation to the Policy to the Security Agent.

This letter may only be revoked with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Security Agent (at *[insert name & address of Security Agent]*) with a copy to us.

Yours faithfully

.....

*[Insert name of charging company]*

## Part 2

### Acknowledgement of Assignment by Insurer

To: Inflexion Private Equity Partners LLP  
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from [*insert name of charging company*] (the “**Chargor**”) of a notice dated [●] of a charge by way of assignment upon the terms of a debenture dated [●] (the “**Debenture**”) to [*insert name of Security Agent*] (the “**Security Agent**”) (as trustee for the Secured Parties) of all the Chargor’s right, interest and benefit in, to and under the Policy (as specified in that notice) to which we are a party (the “**Notice**”).

We confirm that:

1. we have not received notice of:
  - (a) any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
  - (b) the interest of any third party in any of the rights, interests and benefits specified in the Notice;
2. we acknowledge the terms of the Notice and will act in accordance with its provisions;
3. we have noted the interests of the Security Agent on the Policy;
4. we will notify the Security Agent of any claim paid out by us under the Policy; and
5. no breach or default on the part of the Chargor of any of the terms of such Policy will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....  
[Insurer]

## SCHEDULE 10

### Specific Contracts

#### Part 1

#### Notice of Assignment of Specific Contracts

To: [Insert name of Counterparty/ies]

Date: [●]

Dear Sirs,

We give you notice that, by a debenture dated [●] (the “**Debenture**”), we charged by way of assignment to [*insert name of Security Agent*] (the “**Security Agent**”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under the [*describe Specific Contract*] (including all monies payable thereunder) (the “**Contract**”).

We will remain liable to perform all our obligations under the Contract and the Security Agent is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Contract.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an “**Enforcement Notice**”).

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Contract or available at law or in equity are exercisable by the Security Agent;
2. all rights to compel performance of the Contract are exercisable by the Security Agent;
3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Contract belong to the Security Agent;
4. all amounts payable by you in relation to the Contract shall be payable directly to (or at the direction of) the Security Agent; and
5. you are authorised to disclose information in relation to the Contract to the Security Agent.

This letter may only be revoked with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Security Agent (at [*insert name & address of Security Agent*]) with a copy to us.

Yours faithfully

.....

[Insert name of charging company]



## Part 2

### Acknowledgement of Assignment by Counterparty

To: Inflexion Private Equity Partners LLP  
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from [●] (the “**Chargor**”) of a notice dated [●] of a charge by way of assignment upon the terms of a debenture dated [●] (the “**Debenture**”) to [*insert name of Security Agent*] (the “**Security Agent**”) (as trustee for the Secured Parties) of all the Chargor’s right, interest and benefit in, to and under the Contract (as specified in that notice) to which we are a party (the “**Notice**”).

We confirm that we have not received notice of:

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
- (b) the interest of any third party in any of the rights, interests and benefits specified in the Notice.

We confirm that we acknowledge the terms of the Notice and will act in accordance with its provisions.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....

[*Insert name of counterparty*]

## SCHEDULE 11

### Form of Security Accession Deed

**THIS SECURITY ACCESSION DEED** is dated [●] and is made between:

- (1) **PROJECT NEPTUNE TOPCO LIMITED**, a company incorporated in England and Wales with company number 11877732 and whose registered office is at The Studio St. Nicholas Close, Elstree, Borehamwood, Hertfordshire, England, WD6 3EW (the “**Parent**”);
- (2) [●] (registered in England and Wales with registered number [●] and with its registered address at [●]) (the “**Additional Chargor**”); and
- (3) **INFLEXION PRIVATE EQUITY PARTNERS LLP** (the “**Security Agent**”).

### WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated [●] between, among others, the Parent and the Security Agent (the “**Debenture**”) and the Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) The Additional Chargor is required to enter into this Security Accession Deed.

**IT IS AGREED** as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

#### 1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Interpretation*), 1.4 (*Statutes and headings*), 1.5 (*Clauses and Schedules*), 1.6 (*Second Ranking Security*), 1.7 (*Intercreditor Agreement*), 1.8 (*Disposition of property*), 1.9 (*Clawback*), 1.10 (*Third Party Rights*) and 1.11 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

### 2. ACCESSION OF ACCEDING CHARGOR

#### 2.1 Accession

The Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

## **2.2 Covenant to pay**

The Additional Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

## **2.3 Guarantee and indemnity**

The Additional Chargor irrevocably and unconditionally jointly and severally:-

- (a) guarantees to the Security Agent punctual performance by each other Chargor of all that Chargor's obligations under the Finance Documents;
- (b) undertakes with the Security Agent that, whenever another Chargor does not pay any amount when due under or in connection with any of the Finance Documents, the Additional shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Security Agent that, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Security Agent immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any of the Finance Documents on the date when it would have been due. The amount payable by the Additional 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.

## **2.4 Continuing guarantee**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

## **2.5 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Security Agent 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 the Additional Chargor under this Clause 2 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

## **2.6 Waiver of defences**

The obligations of the Additional Chargor under this Clause 2 will not be affected by an act, omission, matter or thing which, but for this Clause 2.6, would reduce, release or prejudice

any of its obligations under Clause 2 (without limitation and whether or not known to it or the Secured Parties) including:-

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor 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;
- (d) 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;
- (e) any amendment, novation, supplement, extension, variation, restatement (however fundamental and whether or not more onerous) or replacement of any of the Finance Documents 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 of the Finance Documents or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any of the Finance Documents or any other document or security; or
- (g) any insolvency or similar proceedings.

## **2.7 Chargor intent**

Without prejudice to the generality of Clause 2.6 (Waiver of Defences), the Additional Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents.

## **2.8 Immediate recourse**

The Additional Chargor waives any right it may have of first requiring the Security Agent (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 the Additional Chargor under this Clause 2. This waiver applies irrespective of any law or any provision of any of the Finance Documents to the contrary.

## **2.9 Interest**

The Additional Chargor covenants to pay interest on any sum demanded in accordance with Clause 2.2 (*Covenant to pay*) and Clause 2.3 (*Guarantee and indemnity*) until payment (both before and after any judgment) at the Default Rate.

### 3. **FIXED SECURITY**

#### 3.1 **General**

All Security created by the Additional Chargor under this Clause 2.1 and Clause 4 (*Floating Charge*) is:

- (a) granted in favour of the Security Agent as Security Agent for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any security expressly permitted under the Facilities Agreement or granted by any Chargor in connection with the Facilities Agreement or, following the Senior Discharge Date, as expressly permitted by the Security Agent); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargor in and to the relevant Charged Asset.

#### 3.2 **Legal mortgage**

The Additional Chargor charges by way of legal mortgage, the Material Real Property (including the Real Property specified in Schedule 1 (*Material Real Property*) to this Security Accession Deed).

#### 3.3 **Assignment by way of Security**

- (a) The Additional Chargor assigns and agrees to assign absolutely with to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
  - (i) any Material Insurance Policies; and
  - (ii) each Specific Contract.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Insurance Policies.

### 3.4 Fixed charges

The Additional Chargor (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) by way of fixed charge, the Material Real Property;
- (b) by way of fixed charge, the Accounts;
- (c) by way of fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of fixed charge, the Material Intellectual Property;
- (e) by way of fixed charge, the Plant and Machinery;
- (f) by way of fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of fixed charge, the Investments; and
- (h) by way of fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

### 3.5 Fixed security

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

## 4. FLOATING CHARGE

### 4.1 Floating charge

- (a) The Additional Chargor charges by way of floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

## 4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may at any time by notice to the Additional Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
  - (i) this Security Accession Deed is enforceable in accordance with clause 14 (*When Security Becomes Enforceable*) of the Debenture;
  - (ii) the Security Agent reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
  - (iii) the Security Agent reasonably considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*); or
  - (iv) any Insolvency Proceeding is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect but subject to paragraph (c) below, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge if:
  - (i) the Additional Chargor creates (or attempts or takes any steps to create) any Security Interest over any Charged Asset (save as expressly permitted under the Facilities Agreement);
  - (ii) the Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Assets (save as expressly permitted under the Facilities Agreement);
  - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration execution or other process against any Charged Asset (which is not discharged within three Business Days); or
  - (iv) an Administration Event occurs.

## 5. CONSENT OF EXISTING CHARGING COMPANIES

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed or mortgage).

## **6. SECURITY POWER OF ATTORNEY**

### **6.1 Appointment and powers**

The Additional Chargor by way of security irrevocably appoints the Security 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 other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Additional Chargor by this Security Accession Deed or any other agreement binding on the Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which the Additional Chargor has been requested in writing by the Security Agent to do, but has failed to do within five Business Days of such request; and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with clause 14 (*When Security Becomes Enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

### **6.2 Exercise of power of attorney**

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by the Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within five Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent).

## **7. COUNTERPARTS**

This Security Accession Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Security Accession Deed.

## **8. GOVERNING LAW AND JURISDICTION**

Clause 28 (*Governing Law and Jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.



**THIS SECURITY ACCESSION DEED** has been executed as, and is intended to take effect as, a deed by the Parent and the Additional Chargor[s] and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.

**Schedule 1**  
**Material Real Property**

**Schedule 2**  
**Shares**

**Schedule 3**  
**Intellectual Property**

**Schedule 4**  
**Insurance Policies**

## SIGNATURES TO THE SECURITY ACCESSION DEED

### The Parent

**EXECUTED AND DELIVERED AS A DEED** by )  
**PROJECT NEPTUNE TOPCO LIMITED** acting by )  
a director in the presence of a witness ) .....  
Director  
.....  
Name

in the presence of

..... Witness Signature  
..... Name  
..... Address  
.....  
..... Occupation

### Additional Chargor

**EXECUTED AND DELIVERED AS A DEED** by [●] )  
acting by a director in the presence of a )  
witness ) .....  
Director  
.....  
Name

in the presence of

..... Witness Signature  
..... Name  
..... Address  
.....  
..... Occupation

## Security Agent

EXECUTED AND DELIVERED AS A DEED for )  
and on behalf of INFLEXION PRIVATE EQUITY )  
PARTNERS LLP ) .....  
Authorized Signatory  
.....  
Name

in the presence of

..... Witness Signature

..... Name

..... Address

.....

..... Occupation

EXECUTION PAGE

Parent

EXECUTED AND DELIVERED AS A DEED by )  
PROJECT NEPTUNE TOPCO LIMITED acting by )  
a director in the presence of a witness ) ...

[Redacted Signature]  
Director

Simon ABRAHAM  
Name

in the presence of

[Redacted Signature]  
.....  
KELLY LEVY

Witness Signature

Name

Address

[Redacted Address]

Legal assistant

Occupation

Chargors

EXECUTED AND DELIVERED AS A DEED by )  
PROJECT NEPTUNE TOPCO LIMITED acting by )  
a director in the presence of a witness )

[Redacted Signature]  
Director

MOSTAFA ALI  
Name

in the presence of

[Redacted Signature]  
.....  
Kelly Levy

Witness Signature

Name

Address

[Redacted Address]

Legal assistant

Occupation

EXECUTED AND DELIVERED AS A DEED by  
PROJECT NEPTUNE MIDCO 1 LIMITED acting  
by a director in the presence of a witness

)  
)  
)

Director

MOSTAFA ALI  
Name

in the presence of

[Redacted]

Witness Signature

KELLY LEVY

Name

[Redacted]

Address

Legal assistant

Occupation

EXECUTED AND DELIVERED AS A DEED by  
PROJECT NEPTUNE MIDCO 2 LIMITED acting  
by a director in the presence of a witness

)  
)  
)

Director

MOSTAFA ALI  
Name

in the presence of

[Redacted]

Witness Signature

KELLY LEVY

Name

[Redacted]

Address

Legal assistant

Occupation

EXECUTED AND DELIVERED AS A DEED by  
PROJECT NEPTUNE BIDCO LIMITED acting by  
a director in the presence of a witness

)  
)  
)

.....  
Director

MOSTAFA ALI  
Name

in the presence of

.....  
Witness Signature

KELLY LEVY  
Name

.....  
Address

Legal assistant  
Occupation

EXECUTED AND DELIVERED AS A DEED by  
CREATIVE CAR PARK HOLDINGS LTD acting by  
a director in the presence of a witness

)  
)  
)

.....  
Director

MOSTAFA ALI  
Name

in the presence of

.....  
Witness Signature

KELLY LEVY  
Name

.....  
Address

Legal assistant  
Occupation

EXECUTED AND DELIVERED AS A DEED by )  
CREATIVE CAR PARK LTD acting by a director )  
in the presence of a witness )

Director

MOSTAFA ALI  
Name

in the presence of

[Redacted Signature]

Witness Signature

Kelly Levy

Name

[Redacted Address]

Address

Legal assistant

Occupation

EXECUTED AND DELIVERED AS A DEED by )  
CREATIVE (CONTRACTS) CAR PARK LTD acting )  
by a director in the presence of a witness )

Director

MOSTAFA ALI  
Name

in the presence of

[Redacted Signature]

Witness Signature

KELLY LEVY

Name

[Redacted Address]

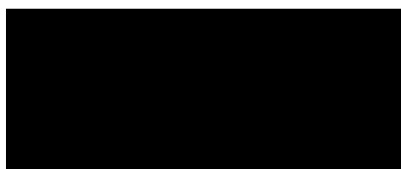
Address

Legal assistant

Occupation



EXECUTED AND DELIVERED AS A DEED by )  
CIVIL ENFORCEMENT LTD acting by its )  
director QA Nominees Limited acting by a )  
director in the presence of a witness



Director

GRAHAM COWAN

Name

GRAHAM COWAN  
IN HIS CAPACITY  
AS NOMINEE  
DIRECTOR OF  
QA NOMINEES  
LIMITED

in the presence of



Witness Signature

LIANE HAMBILIKI

Name

SUITE 100  
THE STUDIO  
ST NICHOLAS CLOSE  
ELSTREE  
HERTS WD6 3EW

Address

P.A.

Occupation

#### Security Agent

EXECUTED AND DELIVERED AS A DEED for )  
and on behalf of INFLEXION PRIVATE EQUITY )  
PARTNERS LLP )

Authorised Signatory

Name

in the presence of

Witness Signature

Name

Address


Occupation

EXECUTED AND DELIVERED AS A DEED by )  
CIVIL ENFORCEMENT LTD acting by its )  
director QA Nominees Limited acting by a ) .....  
director in the presence of a witness Director  
  
.....  
Name

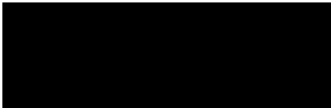
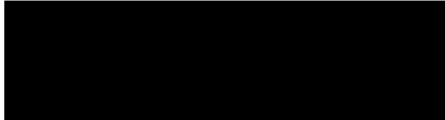
in the presence of

..... Witness Signature  
..... Name  
..... Address  
.....  
..... Occupation

Security Agent

EXECUTED AND DELIVERED AS A DEED for )  
and on behalf of INFLEXION PRIVATE EQUITY )  
PARTNERS LLP )   
Authorised Signatory  
MALCOLM COFFIN  
Name

in the presence of

 ..... Witness Signature  
ANDREW JAMES WIGGLESWORTH ..... Name  
 ..... Address  
ACCOUNTANT ..... Occupation