



Registration of a Charge

Company Name: **22 BISHOPSGATE LOCATION LIMITED**

Company Number: **11914653**



XC2V8GM2

Received for filing in Electronic Format on the: **05/05/2023**

Details of Charge

Date of creation: **03/05/2023**

Charge code: **1191 4653 0003**

Persons entitled: **ALTER DOMUS PRODUCTS CORP.**

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: **MARCO ZACCHINO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11914653

Charge code: 1191 4653 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd May 2023 and created by 22 BISHOPSGATE LOCATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th May 2023 .

Given at Companies House, Cardiff on 5th May 2023

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**

WHITE & CASE

Dated 3 May 2023

Debenture

between

Convene UK Holdings Limited and Others
as Original Chargors

Alter Domus Products Corp.
as Collateral Agent

White & Case LLP
5 Old Broad Street
London EC2N 1DW

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3 May

This Debenture is dated _____ 2023

Between:

- (1) **The Persons** listed in Schedule 1 (*The Original Chargors*) as Chargors (in this capacity, the “**Original Chargors**”); and
- (2) **Alter Domus Products Corp.** as agent and security trustee for the benefit of the Secured Parties (as defined below) (the “**Collateral Agent**”).

Background:

- (A) Each Chargor enters into this Debenture in connection with the Credit Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (C) The Collateral Agent holds the benefit of this Debenture on trust for itself and the other Secured Parties on the terms and subject to the conditions of the Security Trust Deed.

It is agreed as follows:

1. Interpretation

1.1 Definitions

In this Debenture:

“**Account**” of an English Chargor means any current, deposit or other account with any bank or financial institutions in which it now or in the future has an interest in and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on such account, in each case, excluding any such account that is an Excluded Account.

“**Account Bank**” means, in relation to an Account, the bank or financial institution with which the Account is maintained.

“**Act**” means the Law of Property Act 1925.

“**Additional Chargor**” means a Subsidiary of Holdings which becomes a Chargor by executing a Deed of Accession.

“**Assigned Account**” means any Account specified in Part 5 of Schedule 2 (*Security Assets*) as an Assigned Account or in part 6 of any schedule to any Deed of Accession by which a Chargor became a party to this Debenture and any other Account designated in writing as an Assigned Account by the Collateral Agent and the applicable Chargor.

“**Assigned Assets**” means those Security Assets assigned or purported to be assigned pursuant to Clause 4 (*Assignments*).

“**Blocked Account**” means any Account specified in Part 5 of Schedule 2 (*Security Assets*) as a Blocked Account or in part 6 of any schedule to any Deed of Accession by which a Chargor became a party to this Debenture and any other Account designated in writing as a Blocked Account by the Collateral Agent and the applicable Chargor.

“**Business Day**” has the meaning given to that term in the Credit Agreement.

“**CA 2006**” means the Companies Act 2006.

“**Chargor**” means each Original Chargor and each Additional Chargor.

“Credit Agreement” means the credit agreement dated 8 April 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) between, amongst others, Convene Global Holdings LLC, Sentry Centers Holdings LLC and the Collateral Agent.

“Deed of Accession” means a deed substantially in the form of Schedule 7 (*Form of Deed of Accession*) or in such other form as may be agreed by the Collateral Agent.

“Enforcement Event” means an Event of Default has occurred and is continuing in respect of which any notice has been served by the Agents in accordance with Section 7.01 (Events of Default) of the Credit Agreement (provided, however, that no such notice shall be required upon the occurrence of any Event of Default described in subsection (f) or (g) of that Section).

“English Chargor” means:

- (a) Convene UK Holdings Limited;
- (b) 22 Bishopsgate Location Limited;
- (c) Etc. Venues PoolCo Limited; and
- (d) any Additional Chargor incorporated in England and Wales.

“Excluded Property” has the meaning given under paragraphs (a), (b), (c), (h), (i), (j) and (k) of the Guarantee and Collateral Agreement provided that (i) Excluded Property shall not include any Proceeds of any item of Excluded Property and (ii) any asset that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of the applicable Grantor obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise), shall no longer be Excluded Property.

“Fixtures” means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery and apparatus, other than those belonging to any landlord, tenant or occupant other than a Chargor.

“Guarantee and Collateral Agreement” means the guarantee and collateral agreement dated 8 April 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) between, amongst others, Convene Global Holdings LLC and the Collateral Agent.

“Insurances” of an English Chargor means:

- (a) all contracts and policies of insurance specified in Part 6 of Schedule 2 (*Security Assets*) opposite its name or in part 7 of any schedule to any Deed of Accession by which it became party to this Debenture and any other policy of insurance now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest (but excluding any third party liability insurance, directors’ and officers’ insurance, public liability insurance and any other insurance the proceeds of which are payable to the employees of any Chargor or any other third party in respect of the liability in respect of which such insurance policies are taken out); and
- (b) all Related Rights.

“Intellectual Property” means:

- (a) any patents, petty patents, utility models, registered trade marks and service marks, registered designs, domain names and copyrights (and any applications for registration of any of the same), business names, database rights, design rights, and

rights in inventions, confidential information and trade secrets and other intellectual property rights and interests (which may now or in the future subsist) in any part of the world, whether registered or unregistered; and

- (b) the benefit of all rights to use such assets of each English Chargor (which may now or in the future subsist).

“Investments” of a Chargor means:

- (a) the Shares;
- (b) all other shares, stocks, debentures, bonds, warrants, options, coupons and other securities and investments whatsoever; and
- (c) all Related Rights,

in each case whether held directly by or to the order of a Chargor or by any trustee, nominees, fiduciary or clearance system on its behalf and in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

“Loan Documents” has the meaning given to that term in the Credit Agreement.

“Loan Party” means each Loan Party as defined in the Credit Agreement.

“Non-English Chargor” means:

- (a) Sentry Centers Holdings LLC;
- (b) Convene International Holdings, LLC;
- (c) BGGMC 2, LLC;
- (d) Convene Global Holdings LLC; and
- (e) any Additional Chargor other than an English Chargor.

“Notice of Assignment” means a notice of assignment in substantially the forms set out in Schedule 3 (*Form of Notice of Assignment*), Schedule 4 (*Forms of Letter for Insurance*) and Schedule 5 (*Forms of Letter for Relevant Contracts*) (as applicable) or in such form as may be agreed between the Collateral Agent and the relevant Chargor.

“Party” means a party to this Debenture.

“Paid in Full” has the meaning given to that term in the Guarantee and Collateral Agreement.

“Plant and Machinery” means, in relation to any English Chargor, any plant, machinery, computers, office equipment or vehicles specified in Part 2 of Schedule 2 (*Security Assets*) opposite its name or in part 3 of any schedule to any Deed of Accession by which it became party to this Debenture, any other (new or otherwise) plant, machinery, computers, office equipment or vehicles owned by any English Chargor and any interest the relevant Chargor may have from time to time in any other plant, machinery, computers, office equipment or vehicles.

“Real Property” means, in relation to any English Chargor, any freehold, leasehold, commonhold or immovable property and any new freehold, leasehold, commonhold or immovable property situated in England and Wales (in each case including any estate or interest therein, all rights from time to time attached or relating thereto, all Fixtures from time to time thereon and the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or

payable to the relevant Chargor in respect of these covenants) and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property.

“Receiver” means a receiver and manager or any other receiver of all or any of the Security Assets, and shall, where permitted by law, include an administrative receiver in each case, appointed under this Debenture.

“Registered Intellectual Property” means, in relation to a Chargor, any patents, petty patents, registered trade marks and service marks, registered designs, domain names, utility models and registered copyrights including any specified in Part 4 of Schedule 2 (*Security Assets*) opposite its name in the UK.

“Related Rights” means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights and benefits under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) any monies, proceeds, dividends or other distributions paid or payable in respect of that asset; and
- (e) any rights or monies accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference in respect of that asset.

“Relevant Contract” means in relation to any English Chargor any agreement specified in Part 3 of Schedule 2 (*Security Assets*) opposite its name or in part 4 of any schedule to any Deed of Accession by which it became party to this Debenture, and any other agreement designated in writing as a “Relevant Contract” by the applicable English Chargor and the Collateral Agent from time to time, together, in each case, with any Related Rights.

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

“Secured Parties” has the meaning given to that term in the Credit Agreement.

“Secured Obligations” has the meaning given to that term in the Guarantee and Collateral Agreement.

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

“Security Assets” means all the assets, rights, title, interests and benefits of each Chargor the subject of, or expressed to be the subject of security created or expressed to be created in favour of the Collateral Agent pursuant to this Debenture.

“Security Period” means the period beginning on the date of this Debenture and ending on the date on which the Secured Obligations have been Paid in Full.

“Security Trust Deed” means the security trust deed dated on or about the date of this Debenture and made by the Collateral Agent.

“Shares” means, in relation to any Chargor, all shares in any of its Subsidiaries incorporated in England and Wales held by or to the order of or on behalf of such Chargor at any time, including those shares specified in Part 1 of Schedule 2 (*Security Assets*) opposite its name or in part 2 of the schedule to any Deed of Accession by which it became party to this Debenture.

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

1.2 Construction

- (a) The capitalised terms defined in the Credit Agreement, Guarantee and Collateral Agreement or Security Trust Deed have, unless expressly defined in this Debenture, the same meaning in this Debenture.
- (b) The provisions of Sections 1.02 (*Terms Generally*) and Section 1.03 (*Certain Matters of Construction*) of the Credit Agreement apply to this Debenture as though they were set out in full in this Debenture, except that references to the Credit Agreement will be construed as references to this Debenture.
- (c) All security made with “full title guarantee” is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (d) Unless the context otherwise requires, a reference to a Security Asset includes any part of that Security Asset, any proceeds of that Security Asset and any present and future asset of that type.
- (e) An Event of Default is “continuing” if it has not been remedied or waived.

1.3 Disposition of Property

The terms of the other Loan Documents and of any side letters between any Parties in relation to any Loan Document (as the case may be) are incorporated in this Debenture to the extent required to ensure that any purported disposition of any Real Property (other than Excluded Real Property) contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Trust

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

1.5 Third Party Rights

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of any Loan Document, the consent of any person who is not a party is not required to vary, rescind or terminate this Debenture at any time.
- (c) Any Receiver may, subject to this Clause 1.5 and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on it.

1.6 Inconsistency

In the event of any conflict or inconsistency between the terms of this Debenture and the terms of the Credit Agreement, the terms of the Credit Agreement will prevail.

1.7 Collateral Agent

The parties to this Debenture agree that the liability and responsibility of the Collateral Agent under this Debenture and recourse against the Collateral Agent is limited in the manner set out in Article 8 of the Credit Agreement.

2. Covenant to Pay

2.1 Covenant to Pay

Each Chargor shall, as primary obligor and not only as a surety, on demand, pay to the Collateral Agent and discharge the Secured Obligations when they become due in accordance with the terms of the Loan Documents.

3. Fixed Charges

3.1 English Chargors

Subject to Clause 6 (*Excluded Property*), each English Chargor with full title guarantee, and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Collateral Agent to hold the same on trust (for the benefit of the Secured Parties on the terms set out in the Security Trust Deed) by way of first fixed charge, all its present and future right, title and interest in:

- (a) all Accounts;
- (b) all Investments (including the Shares);
- (c) all uncalled capital and goodwill of the Chargor;
- (d) all Intellectual Property (including all Registered Intellectual Property) owned by it or acquired by it in the future, and all Related Rights;
- (e) any beneficial interest, claim or entitlement it has to any assets of any pension fund (to the extent permitted by law);
- (f) the benefit of any Authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it in connection therewith;
- (g) all Plant and Machinery; and
- (h) to the extent that any of the Assigned Assets are not effectively assigned under Clause 4 (*Assignments*), or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate notice, by way of first fixed charge, those Assigned Assets.

3.2 Non-English Chargors

Subject to Clause 6 (*Excluded Property*), each Non-English Chargor with full title guarantee, and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Collateral Agent to hold the same on trust (for the benefit of the Secured Parties on the terms set out in the Security Trust Deed) by way of first fixed charge, all its present and future right, title and interest in:

- (a) all Investments (including the Shares) it holds in any Subsidiary which is incorporated in England and Wales; and

- (b) all Intellectual Property (including all Registered Intellectual Property) owned by it or acquired by it in the future, in each case, registered in the United Kingdom, and all Related Rights.

4. Assignments

Subject to Clause 6 (*Excluded Property*), each English Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, assigns absolutely (subject to a proviso for reassignment on redemption) to the Collateral Agent to hold the same on trust (for the benefit of the Secured Parties on the terms set out in the Security Trust Deed) all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances;
- (b) all the Relevant Contracts;
- (c) all Assigned Accounts;
- (d) any letter of credit issued in its favour; and
- (e) any bill of exchange or other negotiable instrument held by it.

5. Floating Charge

5.1 Creation

Each English Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Collateral Agent to hold the same on trust (for the benefit of the Secured Parties on the terms set out in the Security Trust Deed) by way of first floating charge, its undertaking and all its assets, both present and future not otherwise effectively mortgaged, charged or assigned by Clause 3 (*Fixed Charges*) or Clause 4 (*Assignments*).

5.2 Qualifying Floating Charge

- (a) The floating charge created by any Chargor pursuant to Clause 5.1 (*Creation*) is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this Debenture and the Collateral Agent may at any time during the continuance of an Enforcement Event appoint an administrator of a Chargor pursuant to that paragraph.

5.3 Conversion by Notice

The Collateral Agent may convert the floating charge created by any Chargor over all or any of its assets into a fixed charge by notice in writing to that Chargor specifying the relevant Security Assets (either generally or, in relation to paragraphs (b) and (c) below, in relation to the relevant Security Assets):

- (a) if an Enforcement Event has occurred and is continuing;
- (b) if the Collateral Agent reasonably considers those Security Assets to be in danger of being seized or sold under any form of distress, attachment, extension or other legal process, or to be otherwise in jeopardy; or

- (c) if the Collateral Agent reasonably considers it is necessary or desirable in order to protect the priority, value or enforceability of the Security created or intended to be created by this Debenture.

5.4 No Waiver

Any notice given by, or on behalf of the Collateral Agent under Clause 5.3 (*Conversion by Notice*) above in relation to an asset shall not be construed as a waiver or abandonment of the Collateral Agent's right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Debenture or any other Loan Document.

5.5 Automatic Conversion

- (a) The floating charge created under this Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge (without notice) over the Security Assets of each Chargor:
 - (i) as regards all of the Security Assets of a Chargor:
 - (A) upon the convening of a meeting of the members of a Chargor to consider a resolution to wind up that Chargor;
 - (B) if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator;
 - (C) upon the presentation of a petition to wind up a Chargor;
 - (ii) as regards the affected Security Assets of a Chargor:
 - (A) if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any Security Asset; or
 - (B) if a Chargor fails to comply with its covenant in Clause 9 (*Restrictions on Dealings*) and/or Section 6.02(a) (*Liens, Etc.*) of the Credit Agreement.
- (b) Subject to paragraph (c) below, the floating charge created under this Debenture may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.
- (c) Paragraph (b) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

6. Excluded Property

- (a) The Security created by Clause 3 (*Fixed Charges*) or Clause 4 (*Assignments*) shall not apply to Excluded Property so long as any relevant consent or waiver of prohibition has not been obtained or such category of "Excluded Property" continues to apply and the relevant Chargor shall notify the Collateral Agent promptly upon receipt of such consent or waiver.
- (b) Immediately on receipt of the relevant consent or waiver, the relevant formerly Excluded Property shall stand charged to the Collateral Agent under Clause 3 (*Fixed*

Charges) or assigned to the Collateral Agent under Clause4 (*Assignments*). If reasonably required by the Collateral Agent at any time following receipt of that waiver or consent, the relevant Chargor shall execute a valid fixed charge and/or assignment consistent with and on terms not more onerous than under this Debenture.

7. Representations and Warranties - General

7.1 Nature of Security

Each Chargor represents and warrants to the Collateral Agent and to each Secured Party that:

- (a) the Security Assets are, or when acquired will be, beneficially owned by such Chargor free from any Security other than:
 - (i) as created by this Debenture; and
 - (ii) as permitted by the Credit Agreement;
- (b) subject to any filings and/or recordings which are necessary to perfect the security interests created under this Debenture, this Debenture creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise;
- (c) this Debenture is its legal, valid and binding obligation and is enforceable against it in accordance with its terms, except as enforceability may be limited by applicable equitable principles or by Debtor Relief Laws;
- (d) subject to Permitted Liens, each Chargor is the sole legal and beneficial owner of all of the Security Assets except in respect of those Investments (if any) which are held by a nominee for a Chargor, in which case such Chargor is the beneficial owner only of those Investments;
- (e) its Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right;
- (f) no Warning Notice or Restrictions Notice has been given or issued to it in respect of all or any part of any Investment which remains in effect;
- (g) it has not given or issued a Warning Notice or Restrictions Notice in respect of all or any part of any Investment which remains in effect; and
- (h) it has delivered to the Collateral Agent a copy of the “PSC register” (within the meaning of section 790C(10) of the CA 2006) in respect of each company incorporated in the United Kingdom whose shares are subject to the Security under this Debenture and such copy of that PSC register:
 - (i) is correct, complete and in full force and effect; and
 - (ii) has not been amended or superseded since that date.

7.2 Times for Making Representations and Warranties

- (a) The representations and warranties set out in this Debenture are made by each Chargor listed in Schedule 1 (*The Chargors*) on the date of this Debenture.

- (b) Each representation and warranty under this Debenture (excluding, in respect of subparagraph (b)(ii) below, the representations set out in paragraphs (g) and (h) of Clause 7.1 (*Nature of Security*)) is deemed to be repeated by:
 - (i) each Chargor which becomes party to this Debenture by a Deed of Accession, on the date on which that Chargor becomes a Chargor; and
 - (ii) each Chargor on each date on which there is a borrowing or issuance of a Letter of Credit under the Credit Agreement.
- (c) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition except to the extent such representation and warranty is only by its terms made as of a specific date.

8. Further Assurances

8.1 General

Each Chargor shall at its own expense promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Collateral Agent or a Receiver may reasonably specify (and in such form as the Collateral Agent or Receiver (as the case may be) may reasonably require in favour of the Collateral Agent or its nominee(s)):

- (a) to create, perfect, protect or preserve the Security created or intended to be created under this Debenture (including without limitation, the re-execution of this Debenture, the execution of any mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security created or intended to be created by this Debenture) and the giving of any notice, order or direction and the making of any filing or registration, or for the exercise of any rights, powers and remedies of the Collateral Agent or any Receiver or any Secured Party provided by or pursuant to the Loan Documents or by law;
- (b) to confer on the Collateral Agent or the Secured Parties and/or perfect, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture;
- (c) during the continuance of an Enforcement Event, to facilitate the realisation of the Security Assets; and/or
- (d) without limitation to Clause 8.1(b) to record the security created or intended to be created over the Registered Intellectual Property under this Debenture on the relevant registries held by national or international patent or other intellectual property offices in such jurisdictions as the Collateral Agent shall from time to time notify to Chargor.

8.2 Necessary Action

Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Collateral Agent or the Secured Parties by or pursuant to this Debenture.

9. Restrictions on Dealings

No Chargor may:

- (a) create or purport to create or permit to exist any Security over any of its assets;
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, dispose of or purport to dispose of all or any part of its assets; or
- (c) without the prior written consent of the Collateral Agent declare a trust of, create or purport to create or permit to arise or subsist (including granting any option) any lease, licence, interest or right to occupy in favour of, or share possession of, any of its Real Property with any third party;

in each case, unless permitted or not prohibited under the Credit Agreement.

10. Investments

This Clause 11 shall apply to all Chargors whose Investments or Shares are subject to (as of the date of this Debenture and from time to time) the Security constituted under this Debenture.

10.1 Certificated Investments

Promptly following the date of this Debenture in respect of the Shares specified in Part 1 of Schedule 2 (*Security Assets*), and promptly after its acquisition of any certificated Investment, each Chargor shall:

- (a) deposit with the Collateral Agent (or as the Collateral Agent may direct) all certificates and documents of title or other evidence of ownership in relation to such Investments; and
- (b) promptly take any action and execute and deliver to the Collateral Agent any share transfer in respect of the Investments (executed in blank and left undated) and/or such other documents as the Collateral Agent shall require to enable it (or its nominees) to become registered as the owner, or otherwise obtain legal title to such Investments, including procuring that those shares are registered by the company in which the Investments are held and that share certificates in the name of the transferee are delivered to the Collateral Agent.

10.2 Calls

- (a) Each Chargor shall pay all calls and other payments due and payable in respect of any of its Investments.
- (b) If a Chargor fails to do so, the Collateral Agent may (but shall not be obliged to), upon two (2) Business Days prior notice to the applicable Chargor, pay those calls or other payments on behalf of that Chargor and that Chargor shall, promptly following receipt of written request therefor, reimburse the Collateral Agent for any payment made by the Collateral Agent under this Clause 10.2 and, pending reimbursement, that payment will constitute part of the Secured Obligations.

10.3 Other Obligations in Respect of Investments

- (a) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments where failure to so comply would adversely affect the interests of the Secured Parties under the Loan Documents.

- (b) No Secured Party will be required in any manner to:
 - (i) perform or fulfil any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount,
 in respect of any Investment.
- (c) Each Chargor shall within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the CA 2006 from any company incorporated in the United Kingdom whose shares are the subject of this Deed.

10.4 Voting Rights and Dividends

- (a) Other than during the continuance of an Enforcement Event and provided that the notice described in Clause 10.4(c) has not been provided to the applicable Chargor, each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments.
- (b) Other than during the continuance of an Enforcement Event and provided that the notice described in Clause 10.4(c) has not been delivered to the applicable Chargor, all dividends or other income or distributions paid or payable in relation to any Investments shall be paid to the relevant Chargor.
- (c) During the continuance of an Enforcement Event, the Collateral Agent may send a notice to the applicable Chargor indicating that it intends to exercise its rights under this Clause 10.4(c), following which the Collateral Agent (or its nominee) may exercise or refrain from exercising:
 - (i) any voting rights; and
 - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,
 in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by any Chargor.
- (d) Each Chargor irrevocably appoints the Collateral Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time during the continuance of an Enforcement Event provided that the notice described in Clause 10.4(c) has been delivered to the applicable Chargor.

11. Intellectual Property

11.1 Acquisition

Each Chargor shall, in accordance with Section 6.01(a)(xx) of the Credit Agreement, provide the Collateral Agent with details of all Registered Intellectual Property (including applications for registration) granted, assigned or transferred to, or filed by or on behalf of, a Chargor at any time on or after the date of this Debenture.

11.2 Registration

Each Chargor shall at its own cost promptly, if requested to do so by the Collateral Agent (acting reasonably), execute all deeds and documents and do all such acts as the Collateral Agent may reasonably require to record the interest of the Collateral Agent in any Registered Intellectual Property charged under this Debenture in any relevant register maintained by the UK or other intellectual property office.

11.3 Maintenance

Except to the extent permitted by the other Loan Documents, no Chargor will, without the prior written consent of the Collateral Agent, sell, assign, transfer, mortgage, grant any exclusive licences or any irrevocable or perpetual non-exclusive licences or otherwise dispose of or encumber all or any part of its Intellectual Property, or amend (except as necessary to obtain or maintain in force any of the Registered Intellectual Property) any Registered Intellectual Property or permit any Registered Intellectual Property to be abandoned or cancelled, to lapse or to be liable to any claim or revocation for non-use or otherwise (except in the course of its business where the Intellectual Property is no longer material to the business of any of the Chargors).

11.4 Infringement

In the event that any Intellectual Property owned by a Chargor is infringed upon or misappropriated or diluted by a third party, such Chargor shall (i) take such actions as such Chargor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Collateral Agent after it learns thereof and, to the extent, in its commercially reasonable business judgment, such Chargor determines it appropriate under the circumstances, sue for infringement, misappropriation, dilution or other appropriate cause of action, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation, dilution or other violation or impairment.

11.5 Defence

Each Chargor will take all reasonable and necessary steps to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of all Intellectual Property owned by it that is material to such Chargor's business. Such Chargor will not divest itself of any material right under or with respect to any Intellectual Property other than in the ordinary course of business or as expressly permitted pursuant to the Credit Agreement, in each case absent prior written approval of the Collateral Agent.

12. Plant and Machinery

12.1 Maintenance

Each English Chargor shall keep its Plant and Machinery necessary or useful in the proper conduct of its business in good repair and in good working order and condition, ordinary wear and tear and casualty and condemnation excepted, except to the extent any such failure could not reasonably be expected to result in a Material Adverse Effect.

12.2 Nameplates

Each English Chargor shall promptly take any action which the Collateral Agent may reasonably require to evidence the interest of the Collateral Agent in its Plant and Machinery including affixing a nameplate on its Plant and Machinery in a prominent position stating that such Plant and Machinery is charged in favour of the Collateral Agent and must not be

disposed of without the prior consent of the Collateral Agent unless permitted under the Credit Agreement.

13. Accounts

13.1 Withdrawals

- (a) Except with the prior consent of the Collateral Agent or as permitted pursuant to the terms of the Credit Agreement or as provided below, no English Chargor may receive, withdraw or otherwise transfer any moneys (including interest) standing to the credit of any Blocked Account.
- (b) During the continuance of an Enforcement Event, the Collateral Agent (or a Receiver) may (subject to the payment of any claims having priority to the Security created by this Debenture) withdraw amounts standing to the credit of any Blocked Account and apply such amounts to the payment of the Secured Obligations in accordance with the terms of the Credit Agreement.
- (c) The Collateral Agent has sole signing rights on each Blocked Account. During the Security Period, no English Chargor has access to any amount standing to the credit of any Blocked Account.

13.2 Other Accounts

- (a) Except during the continuance of an Enforcement Event and provided that the applicable English Chargor has not received the notice described in Clause 13.2(b), but subject to the provisions of the Credit Agreement, each English Chargor has the right to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than a Blocked Account).
- (b) During the continuance of an Enforcement Event, following receipt by the applicable English Chargor of notice from the Collateral Agent that the Collateral Agent intends to exercise its rights under this Clause 13.2(b), an English Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account, except with the prior consent of the Collateral Agent.

13.3 Application of Monies

The Collateral Agent shall, during the continuance of an Enforcement Event, at any time when there are Secured Obligations outstanding, be entitled without notice to apply, transfer or set-off any or all of the credit balance from time to time on any Accounts in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 19 (*Application of Proceeds*).

13.4 Notices of Charge or Assignment

Each English Chargor shall:

- (a) in the case of a Blocked Account within five (5) Business Days following execution of this Debenture, use reasonable endeavours to procure that each Account Bank that holds a Blocked Account promptly acknowledges that notice substantially in the form of Part 2 of Schedule 3 (*Form of Notice of Assignment*) or in such other form as the Collateral Agent and the applicable Chargor may agree with the applicable Account Bank; and
- (b) in the case of any other Account of any English Chargor that is not an Excluded Account, deliver to the Collateral Agent an acknowledgement of notice of charge, substantially in the form of the acknowledgement of notice of charge, dated 30 June

2022, by and among the Collateral Agent, Convene UK Holdings Limited and JPMorgan Chase Bank N.A., London Branch, within the timeframes required by Section 6.02(h) of the Credit Agreement.

14. Relevant Contracts

14.1 Relevant Contract Undertakings

Each English Chargor shall:

- (a) duly and promptly perform its material obligations under each of its Relevant Contracts except to the extent that any failure to do so would not reasonably be expected to have a Material Adverse Effect; and
- (b) provide, as soon as practicable upon receipt, the Collateral Agent and any Receiver with copies of each of its Relevant Contracts and any information, documentation and notices relating to any of its Relevant Contracts which it may from time to time receive from any other party to any Relevant Contract, or otherwise as reasonably requested by the Collateral Agent or any Receiver.

14.2 Rights

- (a) Subject to the rights of the Collateral Agent under paragraph (b) below, each English Chargor, where it believes it is in its commercial best interests to do so, shall diligently pursue its rights under each of its Relevant Contracts, but only if and to the extent that the exercise of those rights in the manner proposed would not result in an Event of Default under the terms of the Credit Agreement.
- (b) During the continuance of an Enforcement Event, the Collateral Agent may exercise (without any further consent or authority on the part of the relevant English Chargor and irrespective of any direction given by an English Chargor) any of that English Chargor's rights under its Relevant Contracts.

14.3 Preservation

No English Chargor may, without the prior consent of the Collateral Agent or unless permitted by the Credit Agreement:

- (a) amend or waive any material term of, or terminate, any of its Relevant Contracts, to the extent that to do so would reasonably be expected to have a Material Adverse Effect; or
- (b) take any action which might jeopardise the existence or enforceability of any of its Relevant Contracts to the extent that such action could reasonably be expected to have a Material Adverse Effect.

14.4 Notices of Assignment

Each English Chargor must:

- (a) promptly following the execution of this Debenture (and promptly following the execution of any Relevant Contract executed after the date of this Debenture) serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Relevant Contracts*), on each of the other parties to each of its Relevant Contracts; and
- (b) use its reasonable endeavours to procure that each of those other parties acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of*

Letter for Relevant Contracts) within 30 days of the date of this Debenture or of the date of any Deed of Accession by which the relevant Chargor became a party to this Debenture or, if later, the date of entry into that Relevant Contract (as appropriate).

15. Insurances

15.1 Insurance Undertakings

Each English Chargor shall at all times during the Security Period:

- (a) subject to the rights of the Collateral Agent under Clause 15.4 (*After Enforcement of Security*), where it believes that it is in its commercial best interests to do so, diligently pursue its rights under each of its Insurances; and
- (b) if required by the Collateral Agent, procure that a note of the interest of the Collateral Agent is endorsed upon all Insurances which shall be held at any time during the Security Period and ensure that the Collateral Agent is noted thereon as co-insured and loss payee.

15.2 Non-Vitiation

Each English Chargor shall maintain (as to itself) the insurance required to be maintained by it pursuant to Section 6.01(h) (*Maintenance of Insurance*) of the Credit Agreement.

15.3 Defaults

If any English Chargor fails to maintain any of the insurance required by Section 6.01(h) (*Maintenance of Insurance*) of the Credit Agreement, the Collateral Agent may (at that Chargor's expense) arrange such insurances.

15.4 After Enforcement of Security

During the continuance of an Enforcement Event:

- (a) the Collateral Agent may exercise (without any further consent or authority on the part of a Chargor and irrespective of any direction given by such Chargor) any of the rights of a Chargor in connection with amounts payable to it under any of its Insurances;
- (b) each English Chargor must take such steps (at its own cost) as the Collateral 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 English Chargor must hold any payment received by it under any of its Insurances on trust for the Collateral Agent.

15.5 Notice

Each English Chargor shall:

- (a) promptly following the execution of this Debenture (and promptly following the obtaining of any Insurance after the date of this Debenture), give notice of this Debenture to the applicable insurance company under each of such Insurances by sending a notice substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Insurances*); and
- (b) use its reasonable endeavours to procure that each applicable insurance delivers a letter of undertaking to the Collateral Agent in the form of Part 2 of Schedule 4 (*Forms of Letter for Insurances*) within 30 days of the date of this Debenture or the

date of any Deed of Accession by which the relevant Chargor became a party to this Debenture or, if later, the date of entry into that Insurance (as appropriate).

16. When Security becomes Enforceable

16.1 When Enforceable

The Security created by this Debenture shall become immediately enforceable if an Enforcement Event occurs which is continuing.

16.2 Enforcement

During the continuance of an Enforcement Event, the Collateral Agent may in its absolute discretion enforce all or any part of the Security created by this Debenture in such manner as it sees fit or as the Required Lenders direct.

17. Enforcement of Security

17.1 General

- (a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act) as varied or amended by this Debenture shall be immediately exercisable upon and at any time during the continuance of an Enforcement Event.
- (b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Debenture.
- (c) Any restriction imposed by law on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to the Security created by this Debenture.
- (d) Any powers of leasing conferred on the Collateral Agent by law are extended so as to authorise the Collateral Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Collateral Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act).

17.2 Appointment of Receiver

- (a) Except as provided below, the Collateral Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) the Security created by this Debenture has become enforceable in accordance with Clause 17.1 (*General*);
 - (ii) any corporate action, legal proceedings, or other formal procedure or step is taken in relation to the administration of a Chargor; or
 - (iii) requested to do so by any Chargor.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including an appointment under section 109(1) of the Act) does not apply to this Debenture. If the Collateral Agent appoints more than one

person as Receiver, the Collateral Agent may give those persons power to act either jointly or severally.

- (d) The Collateral Agent shall not be entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Collateral Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Collateral Agent is prohibited from so doing by section 72A of the Insolvency Act 1986.

17.3 Agent of each Chargor

- (a) A Receiver shall for all purposes be deemed to be the agent of the relevant Chargor. The relevant Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses and for all liabilities lawfully incurred by a Receiver in accordance with the terms of this Debenture.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver, except to the extent that a court of competent jurisdiction determines in a final non-appealable judgment that the Collateral Agent acted with gross negligence or wilful misconduct in the selection of such Receiver.

17.4 Removal and Replacement

The Collateral Agent may by writing under its hand (subject in the case of an administrative receivership, to the provisions of section 45 of the Insolvency Act) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment has terminated (so long as an Enforcement Event is then continuing).

17.5 Remuneration

The Collateral Agent may fix the remuneration of any Receiver appointed by it without the limitations imposed by section 109(6) of the Act.

17.6 Relationship with Collateral Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Debenture (either expressly or impliedly) or by law on a Receiver may, after the Security created by this Debenture becomes enforceable, be exercised by the Collateral Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

17.7 No Liability as Mortgagee in Possession

Neither the Collateral Agent nor any Receiver shall, by reason of entering into possession of all or any part of a Security Asset or taking any action permitted by this Debenture, be liable:

- (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.

17.8 **Redemption of Prior Mortgages**

- (a) At any time during the continuance of an Enforcement Event, the Collateral Agent may:
 - (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; 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 shall pay to the Collateral Agent, immediately on demand, the costs and expenses incurred by the Collateral Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

17.9 **Privileges**

Each Receiver and the Collateral Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including by the Act) on mortgagees and receivers duly appointed under any law (including the Act) save that section 103 of the Act shall not apply.

17.10 **Contingencies**

If the Security created by this Debenture is enforced at a time when no amount is due under the Loan Documents but at a time when amounts may or will become due, the Collateral Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate (acting reasonably).

17.11 **Protection of Third Parties**

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

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Collateral Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Loan Documents; or
- (d) how any money paid to the Collateral Agent or that Receiver is to be applied.

17.12 **Financial Collateral Arrangements**

To the extent that the Security Assets constitutes “financial collateral” and this Debenture constitutes a “security financial collateral” (as defined in the Financial Collateral Arrangements (No. 2) Regulation 2003) the Collateral Agent shall have the right at any time after the Security created by this Debenture becomes enforceable to appropriate all or any part of the Security Assets in or towards satisfaction of the Secured Obligations. The Parties agree that the value of such financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each of the applicable Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised;
- (b) in the case of Shares, the market price of such Shares determined by the Collateral Agent (acting reasonably) by reference to a public index or by a fair valuation

opinion provided by an independent reputable, internationally recognised third party firm of professional advisors; and

- (c) in the case of any other asset, the market value of such financial collateral as determined by the Collateral Agent acting reasonably, including by way of an independent valuation, so long as such valuation constitutes a commercially reasonable method of valuation for the purposes of the Financial Collateral Arrangements (No. 2) Regulation 2003.

18. Receiver

18.1 Powers of Receiver

A Receiver shall have all the rights, powers, privileges and immunities conferred from time to time on receivers by law (including the Act and the Insolvency Act 1986) and the provisions set out in Schedule 1 to the Insolvency Act 1986 shall extend to every Receiver.

18.2 Additional Powers

A Receiver shall have all the additional powers set out in Schedule 6 (*Additional Rights of Receivers*).

18.3 Several Powers

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

19. Application of Proceeds

Any monies held or received by the Collateral Agent or a Receiver during the continuance of an Enforcement Event shall be applied by the Collateral Agent in accordance with the provisions of Section 3.03 (*Apportionment of Payments*) of the Credit Agreement.

20. Delegation

The Collateral Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Debenture in which case such person shall be entitled to all the rights and protection of a Collateral Agent or Receiver as if it were a party to this Debenture. Neither the Collateral Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate except to the extent that a court of competent jurisdiction determines in a final non-appealable judgment that the Collateral Agent acted with gross negligence or wilful misconduct in the selection of such Person. Any such delegation may be made upon any terms (including power to sub-delegate) which the Collateral Agent or any Receiver may think fit (acting reasonably).

21. Power of Attorney

21.1 Appointment

Each Chargor, by way of security, irrevocably and severally, appoints the Collateral Agent, each Receiver and each of their respective delegates and sub-delegates to be its attorney (with full power of substitution) to take any action which that Chargor is obliged to take under this

Debenture (including under Clause 8 (*Further Assurances*)) but has failed to do so for five (5) Business Days or, if longer, following the expiry of any applicable grace period, or during the continuance of an Enforcement Event.

21.2 Ratification

Each Chargor ratifies and confirms whatever any attorney lawfully does or purports to do under its appointment under this Clause 21 in accordance with the terms of this Debenture.

22. Changes to Chargors

Each Party acknowledges and agrees that:

- (a) any person incorporated in England and Wales which (subject to the Credit Agreement); or
- (b) any person which holds assets located in England and Wales which (subject to the Credit Agreement),

are in each case required to be secured in favour of the Collateral Agent pursuant to the terms of any Loan Document, may become a party hereto by executing a Deed of Accession.

23. Preservation of Security

23.1 Continuing Security

The Security created by this Debenture is continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

23.2 Immediate Recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Loan Party or any other person before claiming from that Chargor under this Debenture. This waiver applies irrespective of any law or any provision of a Loan Document to the contrary.

23.3 Waiver of Defences

Each Chargor shall be deemed to be a principal debtor, and not only a surety. The obligations of each Chargor under this Debenture shall not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Debenture (whether or not known to it or any Secured Party). This includes:

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (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 person;
- (d) 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;

- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment of a Loan Document or any other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Loan Document or any other document or security or the failure by any Subsidiary of Holdings to enter into or be bound by any Loan Document; or
- (h) any insolvency or similar proceedings.

23.4 **Appropriations**

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

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

23.5 **Non-Competition**

Until:

- (a) the Secured Obligations have been Paid in Full; or
- (b) the Collateral Agent otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Debenture:

- (i) be subrogated to any rights, security or monies held, received or receivable by any Secured Party (or any trustee or agent on its behalf);
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of that Chargor's liability under this Debenture;
- (iii) claim, rank, prove or vote as a creditor of any Loan Party or its estate in competition with any Secured Party (or any trustee or agent on its behalf); or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Loan Party, or exercise any right of set-off as against any Loan Party.

Each Chargor shall hold in trust for and shall promptly pay or transfer to the Collateral Agent for the benefit of the Secured Parties any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Collateral Agent under this Clause, in each case, for application to the Secured Obligations in accordance with Section 3.03 of the Credit Agreement.

23.6 Release of Chargor's Right of Contribution

If any Chargor ceases to be a Chargor in accordance with the terms of the Loan 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 Loan Documents; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Loan 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 under any Loan Document or of any other security taken under, or in connection with, any Loan Document where the rights or security are granted by or in relation to the aspects of the retiring Chargor.

23.7 Additional Security

- (a) This Debenture is in addition to and is not in any way prejudiced by any other security or guarantees now or subsequently held by any Secured Party.
- (b) No other security held by any Secured Party (in its capacity as such or otherwise) or right of set-off over any Security Asset shall merge into or otherwise prejudice the Security created by this Debenture or right of set-off contained herein.

23.8 Security held by Chargor

No Chargor may, without the prior consent of the Collateral Agent, hold any Security from any other Loan Party in respect of that Chargor's liability under this Debenture. Each Chargor shall hold any Security held by it in breach of this provision on trust for the Collateral Agent.

24. Release of Security

- (a) At such time as the Secured Obligations have been Paid in Full, the Security Assets shall be released from the Security created hereby, and this Debenture and all obligations (other than those expressly stated to survive such termination) of each Chargor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Security Assets shall revert to the Chargors. At the request and sole expense of any Chargor following any such termination, Collateral Agent shall deliver to the Chargors any Security Assets held by Collateral Agent hereunder, and execute and deliver to the Chargors such documents as the Chargors shall reasonably request to evidence such termination.
- (b) If any of the Security Assets shall be sold, transferred or otherwise disposed of by any Chargor in a transaction permitted by the Credit Agreement, then Collateral Agent, at the request and sole expense of such Chargor, shall execute and deliver to such Chargor all releases or other documents reasonably necessary or desirable for the release of the Security created hereby on such Security Assets. At the request and sole expense of the Borrower or the applicable Chargor, a Chargor that is a subsidiary of the Borrower shall be released from its obligations hereunder in the event that all of the equity interests of such Chargor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the applicable Chargor or the Borrower shall have delivered to Collateral Agent, with reasonable notice prior to the date of the proposed release, a written request for release identifying the relevant Chargor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection

therewith, together with a certification by the applicable Chargor or the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

24.2 **Avoidance of Payments**

If the Collateral Agent reasonably considers that any amount paid or credited to any Secured Party is capable of being avoided, reduced or otherwise set aside as a result of insolvency or any similar event, the liability of the Chargor under this Debenture and the Security constituted by this Debenture shall continue and such amount will not be considered to have been irrevocably paid.

24.3 **Retention of Security**

If the Collateral Agent reasonably considers that any amounts paid or credited to any Secured Party under any Loan Document is capable of being avoided, reduced or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid.

25. **Enforcement Expenses**

25.1 **Expenses and Indemnity**

Subject to the limitations contained in Section 9.04 (*Expenses; Attorneys' Fees*) of the Credit Agreement, each Chargor must pay all costs and expenses (including legal fees) incurred in connection with this Debenture by any Secured Party, Receiver, attorney, manager, agent or other person appointed by the Collateral Agent under this Debenture.

25.2 **Stamp Tax and VAT**

Clause 2.08 (*Taxes*) of the Credit Agreement shall apply *mutatis mutandis* to any amount payable under a Loan Document to any Secured Party or Receiver or attorney, manager, agent or other person appointed by the Collateral Agent under this Debenture.

25.2 **Indemnity**

Subject to the limitations contained in Section 9.15 (*Indemnification; Limitation of Liability for Certain Damages*) of the Credit Agreement, each Chargor shall indemnify and hold harmless the Collateral Agent and any and every Receiver, attorney, manager, agent or other person appointed by the Collateral Agent under this Debenture (each, an “**Indemnified Person**”) from and against any and all costs, claims, losses, expenses (including legal fees) and liabilities, and any VAT thereon, which the Collateral Agent, each Receiver or such Indemnified Person incurs in connection with this Debenture.

Each Receiver and Indemnified Person may rely on and enforce this indemnity.

26. **Assignments and Transfers**

26.1 **The Chargors' Rights**

None of the rights and benefits of any Chargor under this Debenture shall be capable of being assigned or transferred and each Chargor undertakes not to seek to assign or transfer all or any of such rights and benefits.

26.2 The Collateral Agent's Rights

To the extent permitted under the terms of the Credit Agreement, the Collateral Agent may assign or transfer all or any of its rights and benefits under this Debenture to any successor Collateral Agent without the consent of any Chargor.

27. Miscellaneous

27.1 Tacking

Each Secured Party shall comply with its obligations under the Loan Documents (including the obligation to make further advances).

27.2 New Accounts

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

27.3 Time Deposits

Without prejudice to any right of set-off any Secured Party may have under any secured Loan Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period:

- (a) during the continuance of an Enforcement Event; and
- (b) when none of the Secured Obligations is due and payable,

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

27.4 Notice of Assignment

This Debenture constitutes notice in writing to each Chargor of any Security in respect of a debt owed by that Chargor to Holdings or any of its Subsidiaries and contained in any other Loan Document.

27.5 Covenants

Any covenant of a Chargor under this Debenture remains in force during the Security Period and is given for the benefit of each Secured Party.

27.6 Security Assets

The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (*Security Assets*) or in the schedule of any Deed of Accession (if any) by which any Chargor became a party to this Debenture does not affect the validity or enforceability of the Security created by this Debenture.

27.7 Determination

Any certificate or determination by any Secured Party or any Receiver under any Loan Document is, in the absence of manifest error, prima facie evidence of the matters to which it relates.

28. Partial Invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

29. 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.

30. Governing Law

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

31. Enforcement

31.1 Jurisdiction of English Courts

- (a) 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 connection with this Debenture) (a **'Dispute'**) (whether arising in contract, tort or otherwise).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 31.1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

31.2 Service of Process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):
 - (i) irrevocably appoints Convene UK Holdings Limited, New Penderel House 4th Floor, 283-288 High Holborn, London, United Kingdom, WC1V 7HP, as its agent for service of process in relation to any proceedings before the English courts in connection with any Loan Document; and
 - (ii) agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, Convene UK Holdings Limited (on behalf of all

the Chargors) must immediately (and in any event within 10 days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.

- (c) Each of the Chargors expressly agrees and consents to the provisions of this Clause 31 and Clause 30 (*Governing Law*).

This Debenture has been entered into on the date stated at the beginning of this Debenture and executed as a deed by the Chargors and is intended to be and is delivered by them as a deed on the date specified above.

Schedule 1

The Original Chargors

Convene UK Holdings Limited

State of Incorporation: England & Wales
Registered Number: 11598482
Registered Office: New Penderel House 4th Floor,
283-288 High Holborn
London, WC1V 7HP
United Kingdom

22 Bishopsgate Location Limited

State of Incorporation: England & Wales
Registered Number: 11914653
Registered Office: New Penderel House 4th Floor,
283-288 High Holborn
London, WC1V 7HP
United Kingdom

Etc. Venues PoolCo Limited

State of Incorporation: England & Wales
Registered Number: 11384208
Registered Office: Prospero House,
241 Borough High Street,
London, England, SE1 1GA

Sentry Centers Holdings LLC

State of Incorporation: Delaware, United States of America
Registered Number: Organizational Identification Number 4937838
Registered Office: 101 Greenwich Street, 5th Floor
New York, NY 10006
United States of America

Convene International Holdings, LLC

State of Incorporation: Delaware, United States of America

Registered Number: Organizational Identification Number 7529194

Registered Office: 101 Greenwich Street, 5th Floor
New York, NY 10006
United States of America

BGGMC 2, LLC

State of Incorporation: Delaware, United States of America

Registered Number: Organizational Identification Number 6013227

Registered Office: 101 Greenwich Street, 5th Floor
New York, NY 10006

Convene Global Holdings LLC

State of Incorporation: Delaware, United States of America

Registered Number: Organizational Identification Number 6687303

Registered Office: 101 Greenwich Street, 5th Floor
New York, NY 10006

Schedule 2

Security Assets

Part 1 Shares

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Convene International Holdings, LLC	Convene UK Holdings Limited	N/A	Ordinary	100 shares of £1
Convene UK Holdings Limited	22 Bishopsgate Location Limited	N/A	Ordinary	100 shares of £1
BGGMC 2, LLC	Etc. Venues PoolCo Limited	N/A	G	1 share of £1
Convene Global Holdings LLC	Etc. Venues PoolCo Limited	N/A	Redeemable A	8,582,400 shares of £0.0001

Part 2
Plant and Machinery

None.

Part 3
Relevant Contracts

None.

Part 4
Intellectual Property

Chargor	Description
Sentry Centers Holdings LLC	Trade mark: Convene Studio Number: UK00003678452 Filing date: 6 August 2021 Status: Opposed
	Trade mark: Elevate Number: UK00003270218 Filing date: 13 November 2017 Status: Registered

Part 5**Accounts of the English Chargors****Assigned Accounts:**

Chargor	Account Bank	Account Number
Convene UK Holdings Limited	JPMorgan Chase Bank N.A., London Branch	
22 Bishopsgate Location Limited	JPMorgan Chase Bank N.A., London Branch	

Blocked Accounts: None

Part 6
Insurances of the English Chargors

None.

Schedule 3

Form of Notice of Assignment

Part 1

Notice to Account Bank

To: [Account Bank]

Copy: Alter Domus Products Corp.

[Date]

Dear Sirs

**Debenture dated [●] between Convene UK Holdings Limited and others
and Alter Domus Products Corp. as Collateral Agent (the “Debenture”)**

This letter constitutes notice to you that under the Debenture each of the companies listed at the end of this notice (the “**Chargors**”) has [charged (by way of a first fixed charge)] [assigned] in favour of Alter Domus Products Corp. as agent and security trustee for the benefit of the Secured Parties referred to in the Debenture (the “**Collateral Agent**”) as first priority [chargee] [assignee] all of its rights in respect of any amount (including interest) standing to the credit of any account maintained by it with you at any of your branches (the “**Blocked Accounts**”) and the debts represented by the Blocked Accounts.

We advise you that we are not and no other Chargor is permitted to withdraw any amount from any Blocked Account without the prior written consent of the Collateral Agent.

We irrevocably instruct and authorise you to:

- (a) unless the Collateral Agent so authorises you in writing, not to permit withdrawals from the Blocked Accounts;
- (b) disclose to the Collateral Agent any information relating to any Blocked Account requested from you by the Collateral Agent;
- (c) comply with the terms of any written notice or instruction relating to any Blocked Account received by you from the Collateral Agent;
- (d) hold all sums standing to the credit of any Blocked Account to the order of the Collateral Agent;
- (e) pay or release any sum standing to the credit of any Blocked Account in accordance with the written instructions of the Collateral Agent; and
- (f) pay all sums received by you for the account of any Chargor to the credit of the Blocked Account of that Chargor with you.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or any other Chargor and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

The provisions of this letter may not be revoked or amended without the prior written consent of the Collateral Agent.

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

Please send to the Collateral Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

Yours faithfully

.....
(Authorised signatory)

[*Chargor[s]*]

Part 2
Acknowledgement of Account Bank

To: Alter Domus Products Corp.

Copy: Convene UK Holdings Limited

[Date]

Dear Sirs

**Debenture dated [●] between Convene UK Holdings Limited and others
and Alter Domus Products Corp. as Collateral Agent (the “Debenture”)**

We confirm receipt from [●] (the “**Chargor[s]**”) of a notice dated [●] of an [assignment] [charge] upon the terms of the Debenture over all the rights of each Chargor to any amount standing to the credit of any of its accounts with us at any of our branches (the “**Blocked Accounts**”).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in any Blocked Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counterclaim or other right in respect of any Blocked Account;
- (d) will not permit any amount to be withdrawn from any Blocked Account without your prior written consent; and
- (e) will pay all sums received by us for the account of any Chargor to a Blocked Account of that Chargor with us.

Nothing contained in any of our arrangements with you shall commit us to providing any facilities or making advances available to any of the Chargors.

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

Yours faithfully

.....
(Authorised signatory)
[Account Bank]

Schedule 4

Forms of Letter for Insurances

Part 1

Form of Notice of Assignment

(for attachment by way of endorsement to the insurance policies)

To: [Insurer]

Copy: Alter Domus Products Corp.

[Date]

Dear Sirs

**Debenture dated [●] between Convene UK Holdings Limited and others
and Alter Domus Products Corp. as Collateral Agent (the “Debenture”)**

This letter constitutes notice to you that under the Debenture, each of the companies listed at the end of this notice as chargors (together the “**Chargors**”) has [assigned] [charged] in favour of Alter Domus Products Corp. as agent and security trustee for the benefit of the Secured Parties referred to in the Debenture (the “**Collateral Agent**”) as first priority [assignee] [chargee] all amounts payable to it under or in connection with any contract of insurance taken out with you by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts.

1. A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of any Chargor to a third party.
2. On behalf of each of the Chargors, we confirm that:
 - (a) the relevant Chargor will remain liable under [each] such contract of insurance to perform all the obligations assumed by it under [the] [that] contract of insurance; and
 - (b) none of the Collateral Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [any] such contract of insurance.
3. The relevant Chargor will also remain entitled to exercise all of its rights under [each] such contract of insurance and you should continue to give notices under [each] such contract of insurance to the relevant Chargor, unless and until you receive notice from the Collateral Agent to the contrary stating that the security has become enforceable. In this event, unless the Collateral Agent otherwise agrees in writing:
 - (a) all amounts payable to the relevant Chargor under [each] such contract of insurance must be paid to the Collateral Agent; and
 - (b) any rights of the relevant Chargor in connection with those amounts will be exercisable by, and notices must be given to, the Collateral Agent or as it directs.
4. Please note that each of the Chargors has agreed that it will not amend or waive any term of, or terminate [any] such contract of, insurance, except as otherwise permitted by the Credit Agreement, without the prior consent of the Collateral Agent.
5. The instructions in this letter may not be revoked or amended without the prior written consent of the Collateral Agent.

6. We acknowledge that you may comply with the instructions in this letter without any further permission from us or any other Chargor and without any enquiry by you as to the justification for or validity of any request, notice or instruction.
7. [Please note on the relevant contracts the Collateral Agent's interest as co-insured and loss payee and the Collateral Agent's interest as first priority assignee of those amounts and rights and send to the Collateral Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.]

Please send to the Collateral Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

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

Yours faithfully

.....
[Chargor[s]]

Part 2
Form of Letter of Undertaking

To: Alter Domus Products Corp.

Copy: Convene UK Holdings Limited

[Date]

Dear Sirs

**Debenture dated [●] between Convene UK Holdings Limited and others
and Alter Domus Products Corp. as Collateral Agent (the “Debenture”)**

We confirm receipt from [●] (the “Chargor[s]”) of a notice dated [●] of [an assignment] [a charge] by each Chargor upon the terms of the Debenture of all amounts payable to it under or in connection with any contract of insurance taken out with us by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts.

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Loan Party to a third party.

In consideration of your agreeing to the Chargors or any of them continuing their insurance arrangements with us we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) confirm that we have not received notice of the interest of any third party in those amounts and rights;
- (c) undertake to note on the relevant contracts your interest as [co-insured and loss payee] and as first priority [assignee] [chargee] of those amounts and rights;
- (d) undertake to disclose to you without any reference to or further authority from any of the Chargors any information relating to those contracts which you may at any time request;
- (e) undertake to notify you of any breach by any Chargor of any of those contracts and to allow you or any of the other Secured Parties (as defined in the Debenture) to remedy that breach; and
- (f) undertake not to amend or waive any term of or terminate any of those contracts on request by any of the Chargors, except as otherwise permitted by the Credit Agreement, without your prior written consent.

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

Yours faithfully

.....
for [Insurer]

Schedule 5

Forms of Letter for Relevant Contracts

Part 1

Notice to Counterparty

To: [Counterparty]

Copy: Alter Domus Products Corp.

[Date]

Dear Sirs

**Debenture dated [●] between Convene UK Holdings Limited and others
and Alter Domus Products Corp. as Collateral Agent (the “Debenture”)**

This letter constitutes notice to you that under the Debenture, each of the companies listed at the end of this notice as chargors (together the “**Chargors**”) has assigned in favour of Alter Domus Products Corp. as agent and security trustee for the benefit of the Secured Parties referred to in the Debenture (the “**Collateral Agent**”) as first priority assignee all of its rights in respect of *[insert details of Relevant Contract(s)]* (the “**Relevant Contract[s]**”).

On behalf of each of the Chargors, we confirm that:

- (a) the relevant Chargor will remain liable under [the]/[each] Relevant Contract to perform all the obligations assumed by it under [the]/[that] Relevant Contract; and
- (b) none of the Collateral Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [the]/[any] Relevant Contract.

The relevant Chargor will also remain entitled to exercise all of its rights under [the]/[each] Relevant Contract and you should continue to give notice under [the]/[each] Relevant Contract to the relevant Chargor, unless and until you receive notice from the Collateral Agent to the contrary stating that the security has become enforceable. In this event, all of its rights will be exercisable by, and notices must be given to, the Collateral Agent or as it directs.

[Please note that each of the Chargors has agreed that it will not [amend or waive any term of or] terminate [any of] the Relevant Contract[s], except as otherwise permitted by the Credit Agreement, without the prior consent of the Collateral Agent.]]

The instructions in this letter may not be revoked or amended without the prior written consent of the Collateral Agent.

Please send to the Collateral Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or any other Chargor and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

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

Yours faithfully

.....
(Authorised signatory)

[*Chargor[s]*]

Part 2
Acknowledgement of Counterparty

To: Alter Domus Products Corp.

Copy: Convene UK Holdings Limited

[Date]

Dear Sirs

**Debenture dated [●] between Convene UK Holdings Limited and others
and Alter Domus Products Corp. as Collateral Agent (the “Debenture”)**

We confirm receipt from [●] (the “**Chargor[s]**”) of a notice dated [●] of an assignment on the terms of the Debenture of all of each Chargor's rights in respect of *[insert details of the Relevant Contract (s)]* (the “**Relevant Contract[s]**”).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in [any of] the Relevant Contract[s];
- (c) undertake to disclose to you without any reference to or further authority from any of the Chargors any information relating to [any of] the Relevant Contract[s] which you may at any time request;
- (d) [[undertake to notify you of any breach by any Chargor of [any of] the Relevant Contract[s] and to allow you or any of the other Secured Parties referred to in the Debenture to remedy that breach;] and
- (e) undertake not to [amend or waive any term of or] terminate [any of] the Relevant Contract[s] on request by any of the Chargors, except as otherwise permitted by the Credit Agreement, without your prior written consent.]

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

Yours faithfully

.....
(Authorised signatory)

[Counterparty]

Schedule 6

Additional Rights of Receivers

Any Receiver appointed pursuant to Clause 17.2 (*Appointment of Receiver*) shall have the right, either in his own name or in the name of a Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

1. **Enter into Possession**

to take possession of, get in and collect the Security Assets, and to require payment to him or to any Secured Party of any book debts or credit balance on any Account;

2. **Carry on Business**

to manage and carry on any business of a Chargor in any manner as he thinks fit;

3. **Contracts**

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which a Chargor is a party;

4. **Deal with Security Assets**

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Security Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph 5 (*Hive-Down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);

5. **Hive-Down**

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto;

6. **Borrow and Lend Money**

to borrow or raise money either unsecured or on the security of the Security Assets (either in priority to the Security created by this Debenture or otherwise) and to lend money or advance credit to any customer of any Chargor;

7. **Covenants and Guarantees**

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them and give valid receipts for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset;

8. **Dealings with Tenants**

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph 5 (*Hive-Down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the

review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Security Assets);

9. **Rights of Ownership**

to manage and use the Security Assets and to exercise and do (or permit any Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Security Assets;

10. **Insurance, Repairs, Improvements, Etc.**

to insure the Security Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Security Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Security Assets and to commence and/or complete any building operations and apply for and maintain any planning permission, building regulation approval and any other authorisation in each case as he thinks fit;

11. **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of a Chargor or relating to the Security Assets;

12. **Legal Actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Security Assets or any business of any Chargor;

13. **Redemption of Security**

to redeem any Security (whether or not having priority to the Security created by this Debenture) over the Security Assets and to settle the accounts of any person with an interest in the Security Assets;

14. **Employees, Etc.**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by a Chargor, in each case on any terms as he thinks fit (subject to applicable law);

15. **Insolvency Act 1986**

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act 1986 as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Debenture;

16. **Other Powers**

to do anything else he may think fit for the realisation of the Security Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Loan Document to which any Chargor is party, the Act or the Insolvency Act 1986; and

17. **Delegation**

to delegate his powers in accordance with this Debenture.

Schedule 7

Form of Deed of Accession

This Deed is dated [●]

Between:

- (1) [●] (registered number [●]) with its registered office at [●] (the “**Additional Chargor**”); and
- (3) **Alter Domus Products Corp.** as agent and security trustee for the benefit of the Secured Parties under and as defined in the Credit Agreement (the “**Collateral Agent**”).

Background:

- (A) This Deed is supplemental to a debenture dated [●] between, amongst others, Convene UK Holdings Limited and the Collateral Agent (the “**Debenture**”).
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture. The Additional Chargor will also, by execution of a separate instrument, become a party to the Guarantee and Collateral Agreement as a Guarantor.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1. Interpretation

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Loan Document as defined in the Credit Agreement.

2. Accession

With effect from the date of this Deed the Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. Security

Paragraphs (a) to (e) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.

- (a) All the Security created by this Deed:
 - (i) is created in favour of the Collateral Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Collateral Agent holds the benefit of this Deed on trust for the benefit of the Secured Parties.

- (c) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of the Security created by this Deed.
- (d) The Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with clauses 3, 4 and 5 of the Debenture including those assets more specifically referred to in paragraph (e) below.
- (e) The Additional Chargor:
 - (i) charges by way of a first fixed charge all Investments specified in Part 1 of the schedule to this Deed;
 - (ii) charges by way of a first fixed charge all Plant and Machinery specified in Part 2 of the schedule to this Deed;
 - (iii) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the Relevant Contracts specified in Part 3 of the schedule to this Deed;
 - (iv) charges by way of a first fixed charge all of its rights in respect of any Registered Intellectual Property specified in Part 4 of the schedule to this Deed and any future Registered Intellectual Property acquired by the Additional Chargor at any time after the date of this Deed; and
 - (v) charges by way of first fixed charge/assigns absolutely, subject to a proviso for reassignment on redemption all its present and future right, title and interest in and to the Blocked Accounts and Assigned Accounts respectively, specified in Part 5 of the schedule to this Deed.

4. **Miscellaneous**

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed); and
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 2 (or any part of it) will include a reference to this Deed (or relevant part of it).

5. **Law**

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

This Deed has been entered into on the date stated at the beginning of this Deed.

Schedule (to Deed of Accession)

Part 1 Shares

Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]

Part 2

Specific Plant and Machinery

Description

Part 3

Relevant Contracts

Description

Part 4

Registered Intellectual Property Rights

Description

Part 5

Accounts

Assigned Accounts

Blocked Accounts

Other Accounts

Part 6

Insurances

Description

Signatories (to Deed of Accession)

The Additional Chargor

Executed as a Deed by

[●]
acting by
and

}

.....
Director

}

.....
Director/Secretary

The Collateral Agent

ALTER DOMUS PRODUCTS CORP.

}

.....
By:
Title:

Signatories

The Original Chargors

Executed as a Deed by
CONVENE UK HOLDINGS LIMITED
acting by
and

}

Director

[Redacted Signature]

Ryan Simonetti



}

Director/Secretary

[Redacted Signature]

Amy Pooser

Executed as a Deed by
22 BISHOPSGATE LOCATION LIMITED
acting by
and

}	}		Ryan Simonetti
		
		Director	
}	}		
		
		Director/Secretary	Amy Pooser

**Executed as a Deed by
ETC. VENUES POOLCO LIMITED
acting by
and**

.....
Director

Ryan Simonetti

.....
Director/Secretary

Executed as a Deed by
ETC. VENUES POOLCO LIMITED
acting by
and

}
Director

} Nicholas Hoare
Director/Secretary

Executed as a Deed by
SENTRY CENTERS HOLDINGS LLC
acting by

}

By:

Title:



RYAN SIMONETTI

CEO

Executed as a Deed by
**CONVENE INTERNATIONAL
HOLDINGS, LLC** acting by

}

By:

Title:



RYAN SIMONETTI

CEO

Executed as a Deed by
BGGMC 2, LLC acting by

} 
.....
By: Ryan Simonetti
Title: Chief Executive Officer

Executed as a Deed by
CONVENE GLOBAL HOLDINGS LLC
acting by

}

By:

Title:



Michael Simonetti

CEO

The Collateral Agent
ALTER DOMUS PRODUCTS CORP.

}



By: Pinju Chiu

Title: Associate Counsel