

MR01

Particulars of a charge

105571 126



A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration withi
21 days beginning with the day after the date of creation of the charg
delivered outside of the 21 days it will be rejected unless it is accomp
court order extending the time for delivery.

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

TUESDAY



S47QERB4

SCT

19/05/2015

#529

COMPANIES HOUSE

1113

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

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number S C 1 8 8 5 0 0

Company name in full Survival-One Limited ✓

2 Charge creation date

Charge creation date d 0 d 8 m 0 m 5 y 2 y 0 y 1 y 5 ✓

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

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

Name BNP Paribas, London Branch ✓

Name

Name

Name

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

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

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4

Brief description

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

Brief description

N/A

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

Please limit the description to the available space.

5

Other charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

John Zuderman, Partner
For and on behalf of Shepherd and Wedderburn LLP

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name FMB.ANC.HXR.B10230.1008

Company name Shepherd & Wedderburn

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode

Country

DX

Telephone



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 188500

Charge code: SC18 8500 0013

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th May 2015 and created by SURVIVAL-ONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th May 2015.

Given at Companies House, Edinburgh on 2nd June 2015



Companies House



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



SHEPHERD WEDDERBURN

FLOATING CHARGE

Survival-One Limited

BNP Paribas, London Branch
as Security Agent

We hereby certify that, save for material redacted
pursuant to s.859G of the Companies Act 2006,
this is a true copy of the original

Signed: Paul Ruckenstein, Partner

Date: 18/5/15

For and on behalf of Shepherd and Wedderburn LLP

Shepherd and Wedderburn LLP
5th Floor, 1 Exchange Crescent
Conference Square
Edinburgh
EH3 8UL
DX 551970 Edinburgh 53
T: +44 (0)131 228 8900
F: +44 (0)131 228 1222
www.shepwedd.co.uk

FLOATING CHARGE

by

- (1) **SURVIVAL-ONE LIMITED**, incorporated under the Companies Acts in Scotland (Registered Number SC188500) and having its Registered Office at Survitec House, Kirkton Drive, Dyce, Aberdeen, AB21 0BG (the "Chargor")
in favour of
- (2) **BNP PARIBAS, LONDON BRANCH**, incorporated under the laws of France and registered in England and Wales as a foreign company (registered number FC013447) and acting through its London Branch at 10 Harewood Avenue, London, NW1 6AA in its capacity as security trustee for itself and the other Secured Parties under and in terms of the Intercreditor Agreement aftermentioned (the "Security Agent", which expression shall include its successors and assignees as trustee foresaid).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document the following words and expressions shall have the following meanings:

"Acceleration Event" has the meaning given to that term in the Senior Facilities Agreement;

"Companies Acts" means the Companies Act 1985 and the Companies Act 2006;

"Charged Property" means the property and assets charged by this document;

"Finance Documents" has the meaning given to that term in the Senior Facilities Agreement;

"fixed security" has the meaning given to that term in Section 486 of the Companies Act 1985;

"Intercreditor Agreement" means the intercreditor agreement dated 24 February 2015 and entered into between, amongst others, Survitec Acquisition Company Limited (named therein as Onex Eagle Acquisition Company Limited), BNP Paribas in its capacity as agent and the Security Agent in connection with, amongst other things, the Senior Facilities Agreement;

"Investments" means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (whether or not marketable) (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or settlement or clearance system on its behalf (including, unless the context otherwise requires, the Shares);

"Parties" means each of the parties to this document from time to time;

"Receiver" means an administrator, administrative receiver (if allowed by law) or receiver, in each case appointed under this document, and any delegate or sub-delegate thereof;

"Secured Obligations" has the meaning given to that term in the Intercreditor Agreement;

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

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

"Senior Facilities Agreement" means the facilities agreement dated 24 February 2015 between, amongst others, Survitec Acquisition Company Limited (formerly Onex Eagle Acquisition Company Limited), BNP Paribas in its capacity as agent and the Security Agent (as amended on 10 March 2015 and further amended and restated on 27 March 2015 pursuant to an amendment and restatement between *inter alios* Survitec Acquisition Company Limited, BNP Paribas in its capacity as agent and the Security Agent dated 27 March 2015);

"Shares" means all shares owned by the Chargor in its Subsidiaries, which the Chargor purports to charge under this document; and

"Transaction Security" has the meaning given to that term in the Senior Facilities Agreement.

1.2 Construction

In this document:

- a) the provisions of Clause 1.2 (*Construction*) of the Senior Facilities Agreement shall apply to this document as if set out fully in this document and are incorporated herein *mutatis mutandis*;
- b) unless the context otherwise requires or unless otherwise defined in this document, words and expression defined in the Senior Facilities Agreement or, as the case may be, the Intercreditor Agreement have the same meanings when used in this document. In the event of any inconsistency or conflict between this document on the one hand and the Senior Facilities Agreement and/or the Intercreditor Agreement on the other, the Senior Facilities Agreement and/or the Intercreditor Agreement (as applicable) shall prevail.

1.3 Other References

In this document, unless a contrary intention appears:

- a) a reference to any Finance Party, Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Finance Documents;
- b) references to clauses are references to clauses of this document;
- c) a reference to any Finance Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated, including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Finance Document;
- d) a reference to a statute, statutory instrument or accounting standard or any provision thereof is to be construed as a reference to that statute, statutory instrument or accounting standard or such provision thereof, as it may be amended or re-enacted from time to time;
- e) the headings in this document are inserted for convenience only and are to be ignored in construing this document; and
- f) words importing the plural shall include the singular and vice versa.

2. UNDERTAKING TO PAY

The Chargor as primary obligor and not merely as surety or guarantor undertakes to the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay or discharge the Secured Obligations when they fall due in the manner provided for in the relevant Finance Documents.

3. CHARGING CLAUSE

3.1 Floating Charge

The Chargor as security for the payment and discharge of the Secured Obligations hereby grants a floating charge in favour of the Security Agent over the whole of its property, rights, assets and undertaking (including uncalled capital) both present and future and wherever situated.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to the floating charge created by this document.

3.3 Ranking

- a) Subject to clause 3.3(b), the floating charge created by clause 3.1 shall rank ahead of any other floating charge and any fixed security (other than any fixed security granted in favour of the Security Agent) which may be or have been granted by the Chargor over and/or in respect of the Charged Property after the date of this document.
- b) Notwithstanding clause 3.3(a), while the Intercreditor Agreement is in force the floating charge created by clause 3.1 shall rank with the other Transaction Security in accordance with the provisions of Clause 2.2 thereof.

4. CONTINUING SECURITY

4.1 Continuing Security

This security is to be a continuing security for the payment, discharge and performance of all of the Secured Obligations, shall extend to the ultimate balance of all sums payable under the Finance Documents and shall remain in full force and effect until the Final Discharge Date. No part of the Security will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

4.2 Other Security

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Parties may now or after the date of this document hold for any of the Secured Obligations, and this security may be enforced against the Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

5. FURTHER ASSURANCE

- 5.1 Subject to the Agreed Security Principles, the Chargor shall (at its own expense) perform all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, assignations, transfers, mortgages, standard securities, charges, notices and instructions on terms no more onerous than those set out in this document) as the Security Agent may reasonably require:

- 5.1.1 to perfect the Security created or intended to be created under or evidenced by this document or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to this document or by law;
- 5.1.2 to confer on the Security Agent, or on the Secured Parties, 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 document;
- 5.1.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this document; and/or
- 5.1.4 to facilitate the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any asset which is, or is intended to be, the subject of the Security created under this document.

- 5.2 Subject to the Agreed Security Principles, the 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 created or intended to be created in favour of the Security Agent or the Secured Parties by or pursuant to this document.

6. NEGATIVE PLEDGE

The Chargor may not create or agree or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by the Finance Documents or with the prior written consent of the Security Agent.

7. UNDERTAKINGS

7.1 Duration of Undertakings

The Chargor undertakes to the Security Agent in the terms of this clause from the date of this document and for so long as any of the Secured Obligations are outstanding.

7.2 General Undertakings

It will observe and perform in all material respects all undertakings, covenants, burdens and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all of the Charged Property, in each case to the extent that failure to do so would be reasonably likely to have Material Adverse Effect.

7.3 Rights of the Chargor

Notwithstanding anything in this document to the contrary, until the occurrence of an Acceleration Event the Chargor shall continue to have the sole right to:

- 7.3.1 deal with any Charged Property and all contractual counterparties in respect thereof; and
- 7.3.2 amend, waive or terminate (or allow to lapse) any rights, benefits and/or obligations in respect of Charged Property, in each case without reference to any Secured Party, except as expressly prohibited by the Finance Documents.

8. ATTORNEY

The Chargor by way of security irrevocably and independently appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf to execute, seal and deliver (using the company seal where appropriate) and otherwise to perfect and do any deed, assurance, agreement, instrument, act or thing which before the occurrence of an Acceleration Event the Chargor is obliged to do under a further assurance or perfection provision under this document (but has not done (provided any grace period applicable to such obligation has expired)) or which on or after the occurrence of an Acceleration Event the Chargor is obliged to do under this document, and the Chargor undertakes to ratify and confirm whatever any attorney shall do in exercise or purported exercise of the power of attorney granted by it in this clause.

9. ENFORCEMENT OF SECURITY

9.1 Timing and manner of enforcement

- a) The floating charge created by this document shall become enforceable immediately:
 - i) upon the occurrence of an Acceleration Event or as otherwise specified in any provision of this document; or
 - ii) if the Chargor requests the Security Agent to exercise any of its powers under this document.
- b) Without prejudice to any other provision of this document, immediately after the Security created pursuant to this document has become enforceable, the Security Agent may without notice to the Chargor or prior authorisation from any person, court or similar body enforce all or any part of that Security and exercise all or any of the powers, authorities and discretions conferred by the Intercreditor Agreement and the Finance Documents including this document or otherwise by law on security holders and Receivers (whether or not it has appointed a Receiver), in each case at the times, in the manner and on the

terms it thinks fit or as otherwise directed in accordance with the terms of the Intercreditor Agreement and the Finance Documents.

- c) No Secured Party shall be liable to the Chargor for any loss arising from the manner in which the Security Agent or any other Secured Party enforces or refrains from enforcing the floating charge created by this document.

9.2 Statutory Powers

The powers conferred on security holders, receivers or administrative receivers by the Insolvency Act 1986 shall apply to the Security created under this document, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in the Insolvency Act 1986 and those contained in this document, those contained in this document shall prevail.

9.3 Exercise of Powers

All or any of the rights and powers conferred by this document on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to the Chargor at any time after an Acceleration Event has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

9.4 Appropriation under the Financial Collateral Regulations

To the extent that any of the Charged Property constitute "financial collateral" and this document and the obligations of the Chargor under it constitute a "security financial collateral arrangement" (in each case, as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "FCR Regulations")), upon and after the Security created pursuant to this document has become enforceable, the Security Agent or any Receiver shall have the benefit of all the rights of a collateral taker conferred upon it by the FCR Regulations, including the right to appropriate without notice to the Chargor (either on a single occasion or on multiple occasions) all or any part of that financial collateral in or towards discharge of the Secured Obligations and, for this purpose, the value of the financial collateral so appropriated shall be:

- a) in the case of cash, the amount standing to the credit of each Account, together with any accrued but unposted interest at the time the right of appropriation is exercised; and
- b) in the case of any investments (or any other financial collateral), the market price of those investments determined (after appropriation) by the Security Agent or any Receiver in a commercially reasonable manner (including by reference to a public index or independent valuation).

The Chargor agrees that the methods of valuation set out in paragraphs (a) and (b) above are commercially reasonable methods of valuation for the purposes of the FCR Regulations.

9.5 Despite the other provisions of this document, the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, in relation to a voluntary arrangement under the Insolvency Act 1986 for the Chargor, will not, by itself:

- 9.5.1 cause the floating charge granted by the Chargor under this document to crystallise; nor
- 9.5.2 cause restrictions in this document or the Finance Documents which would not otherwise apply to be imposed on the disposal of property by the Chargor; nor
- 9.5.3 be a ground for the appointment of a Receiver of the Chargor.

10. ADMINISTRATOR

10.1 Subject to the Insolvency Act 1986, the Security Agent may appoint one or more qualified persons to be an administrator of the Chargor (to act together with or independently of any others so appointed):

- a) If so requested by the Chargor; or
- b) at any time after the occurrence of an Acceleration Event.

10.2 Any such appointment may be made pursuant to an application to court under paragraph 12 of Schedule B1 to the Insolvency Act 1986 or by filing the specified documents with the court under paragraphs 14 to 21 of Schedule B1 to the Insolvency Act 1986.

In this clause 10, "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company with respect to which he is appointed.

11. RECEIVER

11.1 Appointment of Receiver

- a) At any time after the occurrence of an Acceleration Event, or if so requested by the Chargor, the Security Agent may appoint any person (or persons) to be a Receiver of all or any part of the Charged Property (save to the extent prohibited by section 72A of the Insolvency Act 1986).
- b) If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.
- c) Any Receiver may be appointed Receiver of all of the Charged Property or Receiver of a part of the Charged Property specified in the appointment. In the case of an appointment in respect of a part of the Charged Property, the rights conferred on a Receiver as set out in clause 11.3 shall have effect as though every reference in clause 11.3 to the Charged Property were a reference to the part of the Charged Property so specified or any part of that Charged Property.

11.2 Receiver as Agent

Each Receiver shall be the agent of the Chargor which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver and no Secured Party shall incur any liability (either to the Chargor or any other person) by reason of the appointment of a Receiver or for any other reason.

11.3 Powers of Receiver

Each Receiver appointed under this document shall have all powers conferred from time to time on receivers by the Insolvency Act 1986, so that the powers set out in schedule 1 and 2 to the Insolvency Act 1986 shall (where applicable) extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the Chargor, each Receiver shall have the following rights, powers and discretions:

- 11.3.1 all the rights expressed to be conferred upon the Security Agent in this document and all the rights to release the Charged Property from the Security conferred upon the Security Agent in the Finance Documents;
- 11.3.2 to take immediate possession of, get in and collect any Charged Property and to require payment to it or to the Security Agent of any Monetary Claims or credit balance on any Account;
- 11.3.3 to manage, develop, reconstruct, amalgamate or diversify any part of the business of the Chargor;
- 11.3.4 to enter into, vary or cancel any contracts on any terms or conditions;
- 11.3.5 to incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority of this security or not and generally on terms for whatever purpose he considers fit;

- 11.3.6 to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner, and on any terms which he considers fit, and for a consideration of any kind (which may be payable in a lump sum or by instalments spread over any period);
- 11.3.7 to establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- 11.3.8 to make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- 11.3.9 to exercise all voting and other rights attaching to the Shares or Investments and stocks, shares and other securities owned by the Chargor and comprised in the Charged Property, but only following written notification from either the Receiver or the Security Agent to the Chargor stating that the Security Agent shall exercise all voting rights in respect of the Shares or Investments and stocks, shares and other securities owned by the Chargor and comprised in the Charged Property;
- 11.3.10 to redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- 11.3.11 to appoint and discharge officers and others for any of the purposes of this document and/or guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- 11.3.12 to settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating to any of the Charged Property;
- 11.3.13 to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising the Charged Property;
- 11.3.14 to bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Property which he considers fit;
- 11.3.15 to delegate his powers in accordance with this document;
- 11.3.16 to lend money or advance credit to any customer of the Chargor;
- 11.3.17 to effect any insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Charged Property in each case as he considers fit;
- 11.3.18 to purchase or acquire by leasing, hiring, licensing or otherwise (for such consideration and on such terms as he may consider fit) any assets which he considers necessary or desirable for the carrying on, improvement, realisation or other benefit of any of the Charged Property or the business of the Chargor;
- 11.3.19 to exercise in relation to the Charged Property all the powers, authorities and things which he would be capable of exercising if he were the owner of that Charged Property;
- 11.3.20 to make any payment and incur any expenditure, which the Security Agent is, pursuant to this document, expressly or impliedly authorised to make or incur;
- 11.3.21 to do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 11.3, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the Chargor for all such purposes;

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

11.4 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it and if any person appointed to act as a Receiver is removed by order of court or shall otherwise cease to act as a Receiver then whenever it may deem appropriate, the Security Agent may appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.5 Remuneration of Receiver

The Security Agent may from time to time determine and fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law shall not apply to this document.

The Receiver may direct payment of such remuneration out of monies accruing to him as Receiver, but the Chargor alone shall be liable for the payment of such remuneration and for all other costs, charges and expenses of the Receiver.

11.6 Several Receivers

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

12. APPLICATION OF MONIES AND INTERCREDITOR AGREEMENT

12.1 Order of Application

All monies and other proceeds or assets received or recovered by the Security Agent or a Receiver pursuant to this document or the powers conferred by it shall be applied in the order and manner specified by Clause 16 (*Application of Proceeds*) of the Intercreditor Agreement and shall override any appropriation by the Chargor.

12.2 Application against Secured Obligations

Subject to clause 12.1 (*Order of Application*), any monies or other value received or realised by the Security Agent from the Chargor or a Receiver under this document may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

12.3 Suspense Account

At any time after the occurrence of an Acceleration Event until such time as the relevant Acceleration Event has been remedied or waived, the Security Agent may place and keep (for such time as it shall determine) any money received, recovered or realised pursuant to this document or on account of the Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the Chargor or the Security Agent as the Security Agent shall think fit) and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

13. PROTECTION OF THIRD PARTIES

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

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

13.2 Receipt Conclusive

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

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14.1 Possession of Charged Property

If the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as security holder in possession and may at any time at its discretion go out of such possession.

14.2 Liability of the Chargor

The Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of the Chargor under this document and the floating charge created by this document shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender, renunciations or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the Chargor or the floating charge created by this document would, but for this provision, have been discharged. Clause 23 (*Guarantee and Indemnity*) of the Senior Facilities Agreement will apply in relation to this document as if incorporated in this document, but on the basis that the guarantee obligations referred to in the Senior Facilities Agreement will be deemed to be the obligations of the Chargor under this document.

14.3 Security Agent

The provisions set out in Clause 18 of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this document.

15. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

15.1 Cumulative Powers

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

15.2 Amounts Avoided

If any payment by the Chargor or any discharge or release given by a Secured Party (whether in respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- a) the liability of the Chargor and the relevant security shall continue as if the payment, discharge, release, avoidance or reduction had not occurred;
- b) the relevant Secured Party shall be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred;
- c) The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

15.3 Discharge Conditional

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

16. NEW ACCOUNTS

- 16.1 If an Acceleration Event has occurred and is continuing, the Security Agent may open a new account in the name of the Chargor.
- 16.2 If the Security Agent or Secured Party does not open a new account, it will (unless it gives express notice to the Chargor) 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.
- 16.3 As from that time all payments made to the Security Agent or the Secured Party will (in the absence of any express appropriation to the contrary) be credited or be treated as having been credited to the new account and not as having been applied in reduction of the Secured Obligations.

17. DELEGATION

The Security Agent or any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this document to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent or any Receiver will not be liable or responsible to the Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any such delegate and references in this document to the Security Agent or Receiver shall be deemed to include references to any delegate of the Security Agent or Receiver appointed in accordance with this document.

18. REDEMPTION OF PRIOR SECURITY

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

19. NOTICES

Any demand or notice by the Security Agent under this document shall be made or given in accordance with the provisions of the Senior Facilities Agreement.

20. CHANGES TO PARTIES**20.1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this document in accordance with the Finance Documents.

20.2 Assignment by the Chargor

The Chargor may not assign or transfer, or attempt to assign or transfer, any of its rights or obligations under this document.

20.3 Changes to Parties

The Chargor authorises and agrees to changes to parties under Clause 29 (*Changes to the Lenders*) of the Senior Facilities Agreement and Clause 19 (*Changes to Parties*) of the

Intercreditor Agreement in accordance with the terms thereof and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by the provisions.

21. MISCELLANEOUS

21.1 Certificates Conclusive

A certificate or determination of the Security Agent or any Receiver as to any amount payable under this document will be conclusive and binding on the Chargor, except in the case of manifest error.

21.2 Invalidity of any Provision

If any provision in this document is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

21.3 Undertaking to Release

Once all the Secured Obligations has been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or is under any further obligation to provide financial accommodation to any Obligor under the Finance Documents, the Security Agent and each Secured Party shall, at the request and cost of the Chargor, take any and all action which the Chargor reasonably requests and which may be necessary to release the Charged Property from the Security created by this document.

Notwithstanding anything to the contrary in this document, if the Chargor is otherwise free to dispose of any asset forming part of the Charged Property pursuant to the terms of the Finance Documents the Security Agent and each Secured Party shall, at the request and cost of the Chargor, take any and all action which is necessary to release such assets from the Security constituted by this document in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Agreement.

22. JURISDICTION

22.1 The Parties agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this document, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this document) (a "Dispute"). The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly will not argue to the contrary.

22.2 The Parties agree that, for the benefit of the Secured Parties only, nothing in this document shall limit the right of the Secured Parties to bring any legal action against the Chargor in any other court of competent jurisdiction and the Chargor irrevocably submits to the jurisdiction of any such court. To the extent permitted by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

22.3 The Chargor agrees that a judgment or order of any court referred to in this clause 22 is conclusive and binding and may be enforced against it in the courts of any other jurisdiction.

23. GOVERNING LAW

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

IN WITNESS WHEREOF this document consisting of this and the preceding pages are executed as follows:

SUBSCRIBED for and on behalf of
SURVIVAL-ONE LIMITED

at LONDON

on 8 MAY 2015

by

C R BATES
(Print Name)

[Redacted Signature]
Director

In the presence of this witness:

HAYDEN TEO
(Print Name)

[Redacted Signature]
Witness

LATHAM & WATKINS (Address)

99 BISHOPSGATE

LONDON EC2M 3XF

