



Registration of a Charge

Company Name: **AIP ACQUISITIONS II LIMITED**

Company Number: **09431123**



Received for filing in Electronic Format on the: **02/06/2021**

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Details of Charge

Date of creation: **28/05/2021**

Charge code: **0943 1123 0002**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **WATSON FARLEY & WILLIAMS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9431123

Charge code: 0943 1123 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2021 and created by AIP ACQUISITIONS II LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2021 .

Given at Companies House, Cardiff on 3rd June 2021

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



Companies House



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

Dated **28 May** **2021**

AIP ACQUISITIONS II LIMITED
as Chargor

and

NATWEST MARKETS PLC
as Security Agent

SECOND BORROWER DEBENTURE
relating to Project Solem

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THIS DEED is made on 28 May 2021

PARTIES

- (1) **AIP ACQUISITIONS II LIMITED**, a company incorporated in England with registered number 09431123 whose registered office is at 15 Diddenham Court Lambwood Hill, Grazeley, Reading, England, RG7 1JQ (the "**Chargor**")
- (2) **NATWEST MARKETS PLC** as security agent on behalf of the Secured Parties (the "**Security Agent**")

BACKGROUND

- (A) The Lenders have agreed to make available to the Chargor certain Facilities subject to the terms of the Facilities Agreement (as amended from time to time and defined below).
- (B) Under the Borrower Debenture (as defined below), the Chargor granted Security over the assets listed therein in favour of the Security Agent as security for payment of all of the Secured Obligations.
- (C) The Facilities Agreement will be amended on or around the date of this Deed and the Borrower enters into this Deed in connection with such amendments and as security for payment of all of the Secured Obligations.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (as defined below):

"Account" means the Project Accounts and any other account (other than the Security Account) in which the Chargor has an interest which are opened or maintained by the Chargor with the Security Agent, the Account Bank or any bank, financial institution or other person (and any replacement account or subdivision or subaccount of that account) and any cash cover or suspense account which the Secured Parties may require under or in connection with the Facilities Agreement, the debt or debts represented thereby and all Related Rights.

"Borrower Debenture" means the agreement so entitled dated 5 April 2017 between the Chargor and the Security Agent.

"Charged Portfolio" means the Shares and the Related Assets.

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

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

"Disputes" has the meaning given to it in Clause 31 (*Jurisdiction and Enforcement*).

"Facilities Agreement" means the facilities agreement dated 5 April 2017, as amended on 7 April 2017 and 22 March 2021 and as amended and restated on or about the date hereof

between, amongst others, the Borrower, the Arranger, the Original Lenders, the Facilities Agent and the Security Agent, each as defined in such agreement.

"Insurance Policy" means any policy of insurance in which the Chargor may from time to time have an interest including each of the contracts of insurance or reinsurance entered into pursuant to clause 21.38 (*Insurance*) and schedule 13 (*Insurances*) of the Facilities Agreement, any other contracts or policies of insurance or reinsurance taken out by or on behalf of the Chargor or which the Chargor has the benefit of from time to time and any renewal or replacement of any such policy whether with the same or a different insurer or insurers and whether on the same or different terms.

"Intellectual Property" means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, data base rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

and all Related Rights.

"Investments" means:

- (a) the Charged Portfolio;
- (b) Permitted Investments;
- (c) any stocks, shares, debentures, securities and certificates of deposit;
- (d) all interests in collective investment schemes; and
- (e) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

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

"Monetary Claims" means any book and other debts and monetary claims (other than Accounts) owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor).

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 1 (*Form of Notice of Assignment of Insurance*) or Schedule 3 (*Form of Notice of Assignment of Specific Contract*) as applicable, or in such form as may be specified by the Security Agent.

"Party" means a party to this Deed.

"Quasi-Security" means:

- (a) the sale, transfer or other disposal by the Chargor of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or an Affiliate of an Obligor;
- (b) the sale, transfer or other disposal by the Chargor of any of its receivables on recourse terms;
- (c) the entry by the Chargor into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) the entry by the Chargor into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

"Real Property" means:

- (a) any present or future freehold, leasehold or immovable property in England and Wales held by the Chargor and any other interest in land or buildings and all rights relating thereto in which the Chargor has an interest; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;

and includes all Related Rights attaching to such land, buildings or fixtures.

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

"Regulations" has the meaning given to it in Clause 13.3 (*Right of appropriation*).

"Related Assets" means all dividends, interest and other monies at any time payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order or on behalf of the Chargor at any time.

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

- (a) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (c) any monies and proceeds paid or payable in respect of that asset, including pursuant to any sale.

"Security Period" means the period commencing on the date of this Deed and ending on the Final Discharge Date.

"Shares" means all of the ordinary shares in the capital of the ProjectCos held by, to the order or on behalf of the Chargor at any time.

"Specific Contracts" means the Hedging Agreements, the Management Services Letter, each Borrower Loan Agreement, any Acquisition Agreement and any other Project Document to which the Chargor is a party, together with any agreement or instrument supplementing, amending or replacing such contract and any other agreement, instrument or contract that is designated as a "Specific Contract" by the Facilities Agent and the Chargor to which the Chargor is a party.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights.

1.2 Terms defined in other Finance Documents

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

1.3 Construction

In this Deed:

- (a) the rules of interpretation contained in clause 1.2 (*Construction*) of the Facilities Agreement shall apply, with any necessary modifications, to the construction of this or any notice given under or in connection with this Deed; and
- (b) notwithstanding any other provision of this Deed, where this Deed purports to create first fixed Security (including each first fixed charge referred to in Clause 3.3 (*Fixed charges*)) that Security will be second ranking Security ranking subject to the equivalent Security created by the Borrower Debenture until such time as the Security created by the Borrower Debenture ceases to have effect. Where any amount falls due to be paid to the Secured Parties under the Borrower Debenture, payment of such amount will be treated as discharging the equivalent liability under this Deed and vice versa.

1.4 Third party rights

Clause 1.4 (*Third party rights*) of the Facilities Agreement shall be deemed incorporated in this Deed but with references to "this Agreement" being replaced with reference to "this Deed".

1.5 Disposition of Property

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

1.6 Incomplete security details

The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Deed.

1.7 Fixed Security

Clause 3 (*Fixed Charges, Assignments and Floating Charge*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each

relevant asset within any particular class of assets defined under this Deed and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Deed or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not.

1.8 No obligation

Except as specified in this Deed, the Security Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Deed and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Charged Property.

2 COVENANT TO PAY

The Chargor covenants with the Security Agent as trustee for the Secured Parties that it shall discharge all Secured Obligations on their due date in the manner provided for in the Finance Documents and the Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such Secured Obligations, provided that neither such covenant nor the security constituted by this Deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

3 FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

3.1 General

The Security created or purported to be created by this Deed is:

- (a) in favour of the Security Agent on trust for the Secured Parties;
- (b) (unless otherwise stated) created over the present and future assets of the Chargor;
- (c) security for the payment and discharge of the Secured Obligations;
- (d) made with full title guarantee provided that all covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 shall be subject to any Permitted Security and any matter referred to in the relevant Certificate of Title; and
- (e) inclusive of the Related Rights to each item of Charged Property.

3.2 Charge by way of legal mortgage

The Chargor charges, by way of first legal mortgage all the Real Property now owned by it.

3.3 Fixed charges

The Chargor charges by way of first fixed charge (subject to Clause 6.2 (*Consents*) in the case of assets acquired by the Chargor or after the date of this Deed):

- (a) all the Real Property not effectively mortgaged under Clause 3.2 (*Charge by way of legal mortgage*) including all Real Property acquired by it in the future;
- (b) the Tangible Moveable Property;
- (c) the Accounts;

- (d) the Intellectual Property;
- (e) any goodwill and rights in relation to the uncalled capital of the Chargor;
- (f) the Investments;
- (g) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed;
- (h) the Specific Contracts, to the extent not effectively assigned under Clause 3.4 (*Assignments*);
- (i) the proceeds of any Insurance Policy, to the extent not effectively assigned under Clause 3.4 (*Assignments*);
- (j) its beneficial interests, claims or entitlements in and to any pension fund; and
- (k) the benefit of all Consents and all Related Rights.

3.4 Assignments

- (a) The Chargor, to the extent permitted by applicable law, assigns absolutely (subject to a proviso for re-assignment on redemption) in favour of the Security Agent:
 - (i) the proceeds of any Insurance Policy and all Related Rights; and
 - (ii) the Specific Contracts, all proceeds paid or payable thereunder and all Related Rights,

(subject to Clause 6.2 (*Consents*) in the case of any of the above entered into, or under which the Chargor has any rights, after the date of this Deed).
- (b) For the avoidance of doubt, prior to the delivery of a notice by the Security Agent to the counterparty of a Specific Contract (such notice only being permitted to be delivered following the occurrence of an Event of Default (which is continuing)) the Chargor shall be permitted to continue to exercise its rights, powers and discretions in relation to the Specific Contracts and retain payments of receivables assigned hereunder, subject always to the provisions of the Finance Documents and this Deed provided that upon such Event of Default ceasing to be continuing, the Security Agent shall revoke such notification to the relevant counterparty.

3.5 Floating charge

- (a) The Chargor charges by way of first floating charge all of its undertaking and all its other present and future assets, property and rights whatsoever and wheresoever situated other than those effectively mortgaged, charged or assigned under Clauses 3.2 (*Charge by way of legal mortgage*), 3.3 (*Fixed charges*) and 3.4 (*Assignments*) or otherwise.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.5 (*Floating charge*).

4 CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: by notice

The Security Agent may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.5 (*Floating charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Agent reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (c) the Security Agent reasonably considers that it is necessary in order to protect the priority of the Security.

4.2 Crystallisation: automatic

Notwithstanding Clause 4.1 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

- (a) the Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Facilities Agreement), over any of the Charged Property;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property which is not discharged within five (5) Business Days;
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor or an administrator is appointed to the Chargor; or
- (d) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court.

4.3 Assets acquired after crystallisation

Any asset acquired by the Chargor after any crystallisation of any floating charge created under this Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent by way of first fixed charge.

5 PERFECTION OF SECURITY

5.1 Notices of Assignment

Subject to Clause 5.5 (*Notices of Assignment: request*) below, the Chargor shall (subject to obtaining any necessary consent to an assignment by the relevant counterparty) deliver to the Security Agent (or procure delivery of) Notices of Assignment duly executed by, or on behalf of, the Chargor:

- (a) in respect of each Specific Contract or Insurance Policy entered into on or prior to the date of this Deed, promptly after the date of this Deed (unless an equivalent notice has already been delivered under the Borrower Debenture);
- (b) in respect of any Specific Contract or Insurance Policy entered into after the date of this Deed, within five (5) Business Days of the date of such Specific Contract or Insurance Policy (unless an equivalent notice has already been delivered under the Borrower Debenture); and
- (c) in respect of any other asset which is the subject of an assignment pursuant to Clause 3.4 (*Assignments*), promptly upon the request of the Security Agent from time to time;

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged relevant counterparty and shall retain and, if requested to do so, promptly deliver to the Security Agent written evidence of the delivery of such Notices of Assignment

to the relevant counterparties specified in such Notices of Assignment, provided that the obligation under this Clause 5.1 (*Notices of Assignment*) shall not apply if such notices and acknowledgements have been incorporated into another Finance Document.

5.2 Notices of Charge

- (a) The Chargor shall if requested by the Security Agent from time to time promptly deliver to the Security Agent (or procure delivery of) notices of charge in relation to the Accounts (in form and substance reasonably satisfactory to the Security Agent) duly executed by, or on behalf of, the Chargor and shall use all reasonable endeavours to procure that each notice is acknowledged by each of the banks or financial institutions with which any of the Accounts are opened or maintained, provided that the obligation under this Clause 5.2 (*Notices of Charge*) shall not apply if notices and acknowledgments have been incorporated into the Account Bank Agreement.
- (b) The execution of this Deed by the Chargor and the Security Agent shall constitute notice to (and the acknowledgement of) the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

5.3 Real Property

The Chargor shall:

- (a) immediately upon the execution of this Deed (and upon the acquisition by it of any interest in any Real Property at any time) deposit (or procure the deposit) with the Security Agent all deeds, certificates and other documents constituting or evidencing title to the Real Property or shall procure that the Chargor's solicitor delivers appropriate undertakings satisfactory to the Security Agent to hold the deeds, certificates and other documents of title to the order of the Security Agent;
- (b) deposit with the Security Agent at any time thereafter any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items or shall procure that the Chargor's solicitor delivers appropriate undertakings satisfactory to the Security Agent to hold the deeds, certificates and other documents of title to the order of the Security Agent;
- (c) as applicable:
 - (i) in relation to Real Property, apply within the applicable priority period for the making of the relevant register entries (including registrations and notices under the Land Charges Act 1972, the Land Registration Act 2002 (and any other applicable legislation)) necessary to provide the protection of title and of the Security intended to be created by this Deed, including (but not limited to) any such applications requested by the Security Agent;
 - (ii) (in the case of present or future Real Property which is registered or subject to first registration) submit to the Land Registry the duly completed Form RX1 (or any applicable successor form) requesting a restriction in the following form (subject to any minor amendments such that it is a standard form restriction) to be entered on the register of title to any of the Real Property (which is, or is required to be registered):

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] as referred to in the Charges Register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer or one of its directors."

(iii) submit to the Land Registry the duly completed form requesting the entry of the obligation on the part of the Lenders to make further advances under terms of the Facilities Agreement on the charges register of any registered land forming part of the Charged Property; and

(iv) promptly pay all registration fees relating to the above applications,

unless the Security Agent gives notice to the Chargor that the Security Agent will submit the relevant forms and payment to the Land Registry in which case the Chargor consents to such submissions and shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees; and

(d) as security for the Secured Obligations, promptly execute and deliver to the Security Agent and at the cost of the Chargor such charge by way of legal mortgage of such of its Real Property from time to time as the Security Agent may require and shall apply to the Land Registry for registration of such mortgage in accordance with the relevant requirements (if applicable) as set out above in this Clause 5.3 (*Real Property*) and shall (without limitation) take such other action identified in this Clause 5.3 (*Real Property*) as the Security Agent may require.

5.4 Registration of Intellectual Property

The Chargor shall, if requested by the Security Agent, execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property.

5.5 Notices of Assignment: request

Notwithstanding any other provision of this Deed, no Notice of Assignment will be required in respect of any asset which is the subject of an assignment pursuant to the Borrower Debenture in respect of which a notice has already been delivered, unless requested by the Security Agent from time to time.

6 FURTHER ASSURANCE

6.1 Further assurance: general

(a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 6.1(b) below.

(b) The Chargor shall promptly at its own cost do all such acts or execute all such documents (including the execution and delivery of all assignments, transfers, mortgages, conveyances, charges, powers of attorney, notices, instructions, proxies, corporate approvals and other documents and the effecting of all such registrations) as the Security Agent may specify (and in such form and at such times as the Security Agent may require in favour of the Security Agent or its nominee(s)):

(i) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed;

(ii) to facilitate the realisation of the Charged Property or the exercise of any rights, powers and remedies provided by or pursuant to this Deed or by law;

(iii) to confer on the Security Agent or the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Deed and which is intended to be subject to security in favour of the Security Agent or the Secured Parties; or

- (iv) to enable the Security Agent or other relevant Secured Party to comply, in relation to the Charged Property, with any requirement (legally binding or not) applicable to the Security Agent or any Secured Party and, in particular, any requirements of a banking supervisory authority.

6.2 Consents

The Chargor shall use its reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Agent) as soon as possible any consents necessary to enable the assets of the Chargor to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Fixed Charges, Assignments and Floating Charge*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such Security and the Chargor shall promptly deliver a copy of each consent to the Security Agent.

6.3 Implied covenants for title

The obligations of the Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but subject to the terms of Clause 3.1 (*General*).

7 NEGATIVE PLEDGE

Except for Permitted Security, the Chargor shall not either conditionally or unconditionally, at any time during the Security Period, create or permit to subsist any Security or any Quasi-Security over all or any part of the Charged Property.

8 INVESTMENTS

8.1 Investments: payment of calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Investments (other than any such calls or payments it is contesting in good faith), and in any case of default by the Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of the Chargor in which case any sums paid by the Security Agent shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate and in accordance with the Facilities Agreement and the Security Agent will not in any circumstances be liable in respect of them.

8.2 Investments: delivery of documents of title

The Chargor shall promptly:

- (a) following the execution of this Deed, deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Investments and any certificates and other documents of title representing the Investments to which the Chargor (or its nominee(s)) is entitled, unless already deposited with the Security Agent under the Borrower Debenture; and
- (b) deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Investments and any certificates and other documents of title representing the Investments to which the Chargor (or its nominee(s)) becomes entitled after the date of this Deed,

together, in each case, with any other document which the Security Agent may reasonably request (in such form and executed as the Security Agent may reasonably require) with a view to perfecting or improving its Security over the Investments or to registering any Investment in its name or the name of any nominee(s).

8.3 Investments: Exercise of Rights

The Chargor shall not:

- (a) exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights and powers in relation to the Investments; or
- (b) otherwise permit or agree to, or concur or participate in any:
 - (i) variation of the rights attaching to or conferred by all or any part of the Investments;
 - (ii) increase in the issued share capital of any company whose shares are charged pursuant to this Deed;
 - (iii) exercise, renunciation or assignment of any right to subscribe for any shares or securities; or
 - (iv) reconstruction, amalgamation, sale or other disposal of any company or any of the assets of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged under this Deed.

in each case in a manner which, in the opinion of the Security Agent (acting reasonably), would prejudice the value of, or the ability of the Security Agent to realise, the Security created by this Deed provided that the proceeds of any such action shall form part of the Charged Property.

8.4 Voting rights and dividends prior to an Event of Default (which is continuing)

Prior to the occurrence of an Event of Default (which is continuing), the Chargor shall:

- (a) apply and retain the Related Assets in accordance with the terms of the Facilities Agreement; and
- (b) subject to Clause 8.3 (*Investments: Exercise of Rights*) be entitled to exercise all voting rights in relation to the Investments.

8.5 Voting rights and dividends after an Event of Default (which is continuing)

Upon the occurrence of an Event of Default (which is continuing), the Security Agent may, at its discretion, (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):

- (a) exercise (or refrain from exercising) any voting rights in respect of the Investments;
- (b) apply all dividends, interest and other monies arising from the Investments as though they were the proceeds of sale under this Deed;
- (c) transfer the Investments into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and
- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Investments including the right, in relation to any company whose shares or other securities are included in the Investments, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);

- (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
- (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Charged Property.

9 ACCOUNTS

9.1 Accounts: notification and variation

The Chargor, during the Security Period:

- (a) shall promptly deliver to the Security Agent on the date of this Deed (and, if any change occurs thereafter, promptly following the date of such change), details of each Account maintained by it with any bank or financial institution (other than with the Security Agent or other than those Accounts the details of which are already set out in the Account Bank Agreement); and
- (b) shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Account except where such variation or closure is required by the Account Bank.

9.2 Accounts: operation before event of default

The Chargor shall prior to the occurrence of an Event of Default (which is continuing) be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Facilities Agreement.

9.3 Accounts: operation after event of default

After the occurrence of an Event of Default (which is continuing) the 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 Security Agent.

9.4 Accounts: application of monies

The Security Agent shall, upon the occurrence of an Event of Default (which is continuing), be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 17 (*Application of Monies*).

10 MONETARY CLAIMS

10.1 Dealing with Monetary Claims

The Chargor shall not at any time during the Security Period, except as permitted under the Facilities Agreement:

- (a) deal with the Monetary Claims except as set out in the Transaction Documents and upon realisation of the same paying the proceeds of those Monetary Claims into the Account specified in the Facilities Agreement or, following the occurrence of an Event of Default (which is continuing), as the Security Agent may require (and such proceeds shall be held upon trust by the Chargor for the Security Agent on behalf of the Secured Parties prior to such payment in);

- (b) factor or discount any of the Monetary Claims or enter into any agreement for such factoring or discounting; or
- (c) be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

10.2 Release of Monetary Claims: before Event of Default (which is continuing)

Prior to the occurrence of an Event of Default (which is continuing), the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in this Deed or in the Facilities Agreement), upon such proceeds being credited to an Account, be applied in accordance with the terms of the Facilities Agreement.

10.3 Release of Monetary Claims: after Event of Default (which is continuing)

After the occurrence of an Event of Default (which is continuing) the Chargor shall not, except with the prior written consent of the Security Agent or as permitted by the Finance Documents, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

11 INSURANCES

11.1 Insurance: undertakings

The Chargor shall at all times during the Security Period keep the Charged Property insured in accordance with the terms of the Facilities Agreement.

11.2 Insurance: default

If the Chargor defaults in complying with Clause 11.1 (*Insurance: undertakings*), the Security Agent may effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies expended by the Security Agent in doing so shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate specified in the Facilities Agreement.

11.3 Application of insurance proceeds

All monies received under any Insurance Policies relating to the Charged Property shall be applied in accordance with the terms of the Facilities Agreement.

12 REAL PROPERTY

12.1 Property: notification

The Chargor shall immediately notify the Security Agent of any contract, conveyance, transfer or other disposition for the acquisition by the Chargor (or its nominee(s)) of any Real Property.

12.2 Lease covenants

The Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Charged Property is at any time subject:

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or, (if the lessee) on the lessee; and

- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

12.3 General property undertakings

The Chargor shall:

- (a) repair and keep in good and substantial repair and condition to the reasonable satisfaction of the Security Agent all the Real Property, plant, machinery, fixtures (including trade fixtures), fittings, vehicles, computers and other equipment at any time forming part of the Charged Property to the extent the prudent owner of a similar business would do;
- (b) not at any time without the prior written consent of the Security Agent sever or remove any of the fixtures forming part of the Real Property or any of the plant or machinery (other than stock in trade or work in progress) on or in the Charged Property (except for the purpose of any necessary repairs, general maintenance, renewal, upgrade or replacement of it);
- (c) comply with and observe and perform:
 - (i) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to the Real Property;
 - (ii) any conditions attaching to any planning permissions relating to or affecting the Real Property; and
 - (iii) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Real Property;
- (d) not grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Real Property or otherwise part with possession of the whole or any part of the Real Property except as permitted by the Transaction Documents or with the prior written consent of the Security Agent;
- (e) permit the Security Agent and any person nominated by the Security Agent to enter into and upon any Real Property at all reasonable times during business hours and on not less than twenty four (24) hours' notice to view the state and condition of the Real Property and will remedy any material defect or want of repair forthwith after service by the Security Agent of notice of the defect or want of repair; and
- (f) give prompt notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Real Property.

12.4 Entitlement to remedy

If the Chargor fails to comply with any of the undertakings contained in this Clause 12 (*Real Property*), the Security Agent shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the reasonable opinion of the Security Agent be required to remedy such failure and all monies spent by the Security Agent in doing so shall be reimbursed by the Chargor on demand with interest from the date of payment by the Security Agent until reimbursed in accordance with the Facilities Agreement.

13 ENFORCEMENT OF SECURITY

13.1 Enforcement

At any time after the occurrence of an Event of Default (which is continuing) or if the Chargor requests the Security Agent to exercise any of its powers under this Deed or if a petition or application is presented for the making of an administration order in relation to the Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Chargor or files such a notice with the court, the Security created by or pursuant to this Deed is immediately enforceable and the Security Agent may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- (a) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold, sell or otherwise dispose of all or any part of the Charged Property (at the time, in the manner and on the terms it thinks fit);
- (b) deliver Notices of Assignment duly executed on behalf of, the Chargor (and the Chargor irrevocably authorises the Security Agent to sign such Notices of Assignment on behalf of the Chargor pursuant to the power of attorney granted under Clause 19 (*Power of Attorney*) below); and
- (c) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

13.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission of any nature whatsoever in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable.

13.3 Right of appropriation

To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226), as amended, (the "**Regulations**")) the Security Agent shall have the right (at any time after the occurrence of an Event of Default (which is continuing)) to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, 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 Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of Investments, the market price of such Investments determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

13.4 Effect of moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 13.1 (*Enforcement*), Clause 15.1 (*Appointment and removal*) or Clause 4.2 (*Crystallisation*):

automatic) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

14 EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925

14.1 Extension of powers

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed, but shall only be exercisable at any time after the occurrence of an Event of Default (which is continuing).

14.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to the Chargor on or at any time after the occurrence of an Event of Default (which is continuing).

14.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Agent at any time on or after this Deed has become enforceable in accordance with Clause 13 (*Enforcement of Security*) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with Sections 99 and 100 of the Law of Property Act 1925.
- (b) For the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under the Chargor and neither Sub-section (18) of Section 99 nor Sub-section (12) of Section 100 of the Law of Property Act 1925 will apply.
- (c) The Chargor shall not have, at any time prior to the Final Discharge Date, the power pursuant to Section 99 of the Law of Property Act 1925, to make any Lease in respect of any Real Property without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Facilities Agreement.

15 APPOINTMENT OF RECEIVER OR ADMINISTRATOR

15.1 Appointment and removal

After the occurrence of an Event of Default (which is continuing) or if a petition or application is presented for the making of an administration order in relation to the Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Chargor or files such a notice with the court or if requested to do so by the Chargor, the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice to the Chargor:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- (b) appoint two or more Receivers of separate parts of the Charged Property;

- (c) remove (so far as it is lawfully able) any Receiver so appointed;
- (d) appoint another person(s) as an additional or replacement Receiver(s); or
- (e) appoint one or more persons to be an administrator of the Chargor,

and, except as provided hereunder, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including section 109(1) of the Law of Property Act 1925) does not apply to this Deed.

15.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 15.1 (*Appointment and removal*) shall be:

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

15.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 and the Insolvency Act 1986 (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property.

16 POWERS OF RECEIVER

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

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;

- (ii) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property); or
- (iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Property.

17 APPLICATION OF MONIES

All monies received or recovered by the Security Agent or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by the Chargor) in accordance with clauses 30.3 (*Post-enforcement Payment Priorities*) and 40.3 (*Application of receipts*) of the Facilities Agreement.

18 PROTECTION OF PURCHASERS

18.1 No duty to enquire

No person dealing with the Security Agent, any other Secured Party, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether the rights conferred by or pursuant to any Finance Document are exercisable or have been properly exercised;
- (b) whether any laws, directions, restrictions, consents and/or, regulations affecting the rights of the Security Agent or any Secured Party have been obtained or complied with; or
- (c) as to the application of any monies received by the Security Agent.

18.2 Consideration

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

18.3 Protection of Purchasers

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

19 POWER OF ATTORNEY

19.1 Appointment and Powers

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

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

delivery of any mortgages, deeds, charges, assignments or other Security and any transfers of the Charged Property) and which the Chargor has been requested in writing by the Security Agent to do, but has failed to do within two (2) Business Days following such request, unless in the Security Agent's opinion such action is required immediately to preserve or protect the Security or the Charged Property; and

- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including, after the occurrence of an Event of Default (which is continuing), the exercise of any right of a legal or beneficial owner of the Charged Property).

19.2 Ratification

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

20 EFFECTIVENESS OF SECURITY

20.1 Continuing Security

- (a) The Security created by or pursuant to this Deed shall remain in full force and effect as a continuing Security for the Secured Obligations up to and including the end of the Security Period unless and until discharged by the Security Agent.
- (b) No part of the Security from time to time intended to be constituted by this Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

20.2 Tacking

Subject to the terms of the Facilities Agreement, each Secured Party is under an obligation to make further advances to the Chargor and that obligation is a Secured Obligation under this Deed.

20.3 Cumulative rights

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

20.4 No prejudice

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

20.5 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right or constitute

an election to affirm this Deed. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

20.6 No liability

Neither of the Security Agent, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

20.7 No obligation to check payments

Neither the Security Agent nor any Receiver nor any Delegate shall be obliged to check the nature or sufficiency of any payment received by it or him under this Deed.

20.8 Partial invalidity

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

20.9 Waiver of defences

The obligations of the Chargor under this Deed, the Security created pursuant to this Deed and the Collateral Rights will not be affected by an act, omission, matter or thing which, but for this Clause 20.9 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or Security or of the Secured Obligations (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or the addition of any new facility under any Finance Document or other document);
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations; or
- (g) any insolvency or similar proceedings.

20.10 Immediate recourse

The Chargor waives any right it may have of first requiring the Security Agent or a Secured Party to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any provision of this Deed to the contrary.

20.11 Deferral of rights

Until such time as the Secured Obligations have been discharged in full, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (a) to be indemnified by any Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Deed or any other Finance Document; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent under this Deed or the Security Agent or any other Secured Party under any other guarantee or other Finance Document or Security taken pursuant to, or in connection with, this Deed or any other Finance Document by the Security Agent or any Secured Party:
 - (i) bring legal or other proceedings for an order requiring any Obligor to make any payment or perform any obligation, in respect of which the Chargor has given an undertaking under Clause 2 (*Covenant to Pay*);
 - (ii) exercise any right of set-off against any Obligor; or
 - (iii) claim, rank, prove or vote as a creditor of any Obligor in competition with any Secured Party.

20.12 Turnover trust

- (a) The Chargor shall not accept or permit to subsist any collateral from any Obligor or any other person in respect of any rights the Chargor may have arising out of this Deed: if, despite this provision, any such collateral shall be accepted or subsisting the Chargor acknowledges that the Chargor's rights under such collateral shall be held on trust for the Security Agent and the Secured Parties, to the extent necessary to enable all amounts which may be or become payable to the Security Agent and the Secured Parties by the Obligors under or in connection with the Finance Documents to be repaid in full, and the Chargor shall if requested promptly transfer the same to the Security Agent or as it may direct for application in accordance with clauses 30.3 (*Post-enforcement Payment Priorities*) and 39.3 (*Application of receipts*) of the Facilities Agreement.
- (b) If the Chargor receives any benefit, payment or distribution relating to the rights mentioned in Clause 20.11 (*Deferral of rights*) above, it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Security Agent and the Secured Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Security Agent and the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as it may direct for application in accordance with clauses 30.3 (*Post-enforcement Payment Priorities*) and 39.3 (*Application of receipts*) of the Facilities Agreement.

21 RELEASE OF SECURITY

21.1 Redemption of Security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents, the Security Agent shall, at the request and cost of the Chargor, release and cancel the Security constituted by this Deed and procure the reassignment to the Chargor of the property and assets assigned to the Security Agent pursuant to this Deed, in each case subject to Clause 21.2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

21.2 Avoidance of payments

If the Security Agent (acting reasonably) considers that any amount paid or credited to it or any other Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the Security constituted by those documents shall continue and such amount shall not be considered to have been irrevocably paid.

22 SET-OFF

The Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the occurrence of an Event of Default (which is continuing), to set off against the Secured Obligations any matured amount or other matured obligation (contingent or otherwise) owing by the Security Agent to the Chargor and apply any credit balance to which the Chargor is entitled on any account with the Security Agent in accordance with Clause 17 (*Application of Monies*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

23 SUBSEQUENT SECURITY INTERESTS

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Deed or the Facilities Agreement, all payments thereafter by or on behalf of the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Security Agent received such notice.

24 SUSPENSE ACCOUNTS AND CURRENCY CONVERSION

24.1 Suspense Accounts

All monies received, recovered or realised by the Security Agent under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account maintained with the Security Agent or any bank, building society or financial institution as it considers appropriate and may be held in such account for so long as the Security Agent may think fit pending their application from time to time (as the Security Agent is entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

24.2 Currency conversion

For the purpose of or pending the discharge of any of the Secured Obligations the Security Agent may convert any money received, recovered or realised or subject to application by it under this Deed from one currency to another, as the Security Agent thinks fit and any such conversion shall be effected at the Security Agent's spot rate of exchange for the time being for obtaining such other currency with the first currency.

25 ASSIGNMENT

- (a) The Chargor may not assign or transfer all or part of its rights or obligations under this Deed.
- (b) The Security Agent may assign (in full or part) and transfer all or any of its rights and obligations under this Deed to any person to whom it transfers its rights and/or obligations under the Facilities Agreement.
- (c) Subject to clause 49 (*Confidentiality*) of the Facilities Agreement, the Security Agent shall be entitled to disclose such information concerning the Chargor (or any other person) and this Deed as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

26 NOTICES

Each communication to be made under or in connection with this Deed shall be made in writing and in accordance with clause 44 (*Notices*) of the Facilities Agreement.

27 COSTS AND EXPENSES

Without double-counting, clauses 19.1 (*Transaction expenses*) to 19.4 (*Enforcement and preservation costs*) of the Facilities Agreement shall apply to this Deed, *mutatis mutandis*, as if set out in full herein and therein.

28 DISCRETION AND DELEGATION**28.1 Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Agent or any Receiver may, subject to the terms and conditions of the Facilities Agreement or except as otherwise provided under this Deed, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

28.2 Delegation

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

29 WAIVERS AND COUNTERPARTS**29.1 Waivers**

No waiver by the Security Agent of any of its rights under this Deed shall be effective unless given in writing.

29.2 Counterparts

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

30 GOVERNING LAW

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

31 JURISDICTION AND ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed, the consequences of their nullity or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").
- (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 (*Jurisdiction and Enforcement*) is for the benefit of the Security Agent only. As a result, and notwithstanding Clause 31(a), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been signed on behalf of the Security Agent and executed as a deed by the Chargor and is delivered by it on the date specified above.

SCHEDULE 1

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To: [Insurer]

Date: [●]

Dear Sirs,

We hereby give you notice that we have assigned to [●] (the "**Security Agent**") pursuant to a debenture entered into by us in favour of the Security Agent dated [●] all our right, title and interest in and to the proceeds of [*insert details of relevant insurance policy*] (the "**Policy of Insurance**").

With effect from your receipt of this notice we instruct you to:

- 1 (except in relation to claims to be paid to a third party) make all payments and claims under or arising from the Policy of Insurance to the Security Agent [*insert an account number if required*] or to its order as it may specify in writing from time to time;
- 2 note the interest of the Security Agent on the Policy of Insurance; and
- 3 disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance.

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Security Agent.

We shall continue to be solely responsible for the performance of our obligations under or in connection with the Policy of Insurance.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at [●] marked for the attention of [●].

Yours faithfully,

.....

for and on behalf of

[●]

On copy only: [●]

To: [Security Agent]

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in such notice and that we will comply with the terms of that notice.

We confirm that (i) the Policy of Insurance is in full force and effect; (ii) we are not aware of any breach of the Policy of Insurance by the Chargor or any other insured party; (iii) we will make any payments due under the Policy of Insurance as provided in the Policy of Insurance; and (iv) no amendment, waiver or release of any rights, interests and benefits in the Policy of Insurance shall be effective without your prior written consent.

For and on behalf of [Insurer]

By:

Dated:

**SCHEDULE 2
FORM OF NOTICE OF CHARGE OF ACCOUNT**

To: [●]

Date: [●]

Dear Sirs,

We hereby give you notice that we have charged to [●] (the "**Security Agent**") all of our right, title and interest in and to the following accounts:

[specify accounts]

(including any renewal or redesignation of such account) and all monies standing to the credit of that account from time to time (the "**Accounts**").

With effect from the date of your receipt of a notice from the Security Agent:

- (a) any existing payment instructions affecting the Accounts are to be terminated and all payments and communications in respect of the Accounts should be made to the Security Agent or to its order (with a copy to the Chargor); and
- (b) we are not entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Account except in accordance with the facilities agreement between ourselves and [Bank] as arranger, agent and Security Agent dated [●] 2017 (or any replacement facility agreement between ourselves and [Bank]) and until you receive written notice to the contrary from the Security Agent.

Please accept this notice by signing the enclosed acknowledgement and returning it to the Security Agent at [●] marked for the attention of [●].

Yours faithfully

.....
for and on behalf of
[●]

On copy only: [●]

To: [Security Agent]

Date: []

At the request of the Security Agent and [●] we acknowledge receipt of the notice of charge and charge, on the terms attached, in respect of the Accounts (as described in those terms). We confirm that:

- (a) there are no restrictions on (a) the payment of the credit balance on the Accounts or (b) the assignment of the Accounts to the Security Agent or any third party;
- (b) we have not received notice of any previous assignments of, charges over or trusts in respect of, the Accounts and we will not, without the Security Agent's consent (a) exercise any right of combination, consolidation or set-off which we may have in respect of the Accounts or (b) amend or vary any rights attaching to the Accounts;
- (c) we shall send all statements and other notices given by us relating to the Accounts to the Security Agent; and
- (d) following receipt of a notice from the Security Agent we will act only in accordance with the instructions given by persons authorised by the Security Agent.

For and on behalf of [●]

By:

SCHEDULE 3
FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT

To: [●]

Date: [●]

Dear Sirs,

We hereby give you notice that we have assigned to [●] (the "**Security Agent**") pursuant to a debenture (the "**Debenture**") entered into by us in favour of the Security Agent dated [●] all our right, title and interest in and to [details of Specific Contract] (the "**Contract**") including all monies which may be payable in respect of the Contract.

With effect from your receipt of this notice:

- (a) all remedies provided for in the Contract (including in respect of relevant warranties and indemnities) or available at law or in equity are exercisable by the Security Agent although we may continue to exercise all rights and remedies granted to it under the Contract, subject to a further notice from the Security Agent indicating otherwise;
- (b) we shall remain entitled to exercise all rights, powers and discretions under the Contract and you should give notices under the Contract to us, in each case, unless and until you receive a further notice from the Security Agent indicating otherwise following which all rights to compel performance of the Contract (including in respect of relevant warranties and indemnities) are exercisable by the Security Agent, although we shall continue to remain liable to perform all the obligations assumed by it under the Contract;
- (c) until such time as the Security Agent reassigns all rights, title and interest in and to the Contract in accordance with the terms of the Debenture, all of our rights, title and interest from time to time in and to the Contract, all proceeds paid or payable under the Contract and all related rights shall be assigned to the Security Agent and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Security Agent's consent (save to the extent required in order to ensure compliance with applicable law);
- (d) all payments by you to us under or arising from the Contract should be made to the [Proceeds Account], and following notice from the Security Agent, to the Security Agent or to its order as it may specify in writing from time to time; and
- (e) you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [●] marked for the attention of [●].

Yours faithfully,

.....

for and on behalf of

[●]

On copy only: [●]

To: **Security Agent**

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice.

We confirm that no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent.

For and on behalf of [*relevant contract counterparty*]

By:

Dated:

EXECUTION PAGES

THE CHARGOR


EXECUTED as a DEED by)
AIP ACQUISITIONS II LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)


Director


Director

THE SECURITY AGENT

EXECUTED as a DEED by)
NATWEST MARKETS PLC)
acting by its duly authorised)
attorney acting under the authority of)
that company)


.....
Ian Ellis
Attorney-in-fact

in the presence of:

Signature of witness
Name of Witness Nicky Ellis
Address of Witness 15 Uplands Ashted Surrey KT21 2TN
.....
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