

MR01

Particulars of a charge



Companies House

100378/273

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 within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery

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

FRIDAY



LD7

L4IMVDU8

23/10/2015

#3

COMPANIES HOUSE

1 Company details

Company number 00454826

Company name in full CLARION EVENTS LIMITED

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 15/10/2015

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

AS SECURITY AGENT

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

MR01

Particulars of a charge

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	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"
Brief description	The supplemental debenture includes a fixed charge over all of the chargor's rights, title and interest in "Intellectual Property" (see clause 3 1(b)(ii)), including to the "Eventertainment" trade mark, the brand rights relating to the "Global Technology Forum" brand, the event title business names and the trade secrets listed in the supplemental debenture (for more details of intellectual property charged, please refer to Schedule 3 of the supplemental debenture)	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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
Signature	Please sign the form here Signature X <i>Latham & Watkins</i> 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 ALICIA BACK

Company name LATHAM & WATKINS LLP

Address 99 BISHOPSGATE

Post town LONDON

County/Region

Postcode E C 2 M 3 X F

Country ENGLAND

DX C/M 048012-0030

Telephone 020 7710 4652

**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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 454826

Charge code: 0045 4826 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2015 and created by CLARION EVENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2015.

✓

Given at Companies House, Cardiff on 28th October 2015




Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument, delivered as part of this application for registration under section 859A of the Companies Act 2006, is a correct copy of the original security instrument

EXECUTION VERSION

Signature  ALICIA BACK 15 October,
Date 22 OCTOBER 2015 2015

PSPA Holdco Limited
(as the Company)

The Supplemental Chargers listed in Schedule 1

and

BNP Paribas
(as the Security Agent)

**SUPPLEMENTAL DEBENTURE TO THE
DEBENTURE DATED 6 JANUARY 2015**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel +44 20 7710 1000
www.lw.com

Contact Ross Pooley

CONTENTS

Clause	Page
1. INTERPRETATION	1
2. COVENANT TO PAY	1
3. CHARGING PROVISIONS	2
4. NEGATIVE PLEDGE	3
5. INCORPORATION OF TERMS FROM DEBENTURE	3
6. ADDITIONAL SECURITY	4
7. DESIGNATION	4
8. FAILURE TO EXECUTE	4
9. NOTICES	4
10. GOVERNING LAW AND JURISDICTION	4
11. COUNTERPARTS	4
SCHEDULE 1 SUPPLEMENTAL CHARGORS	5
SCHEDULE 2 PROPERTIES	8
SCHEDULE 3 INTELLECTUAL PROPERTY	8
SCHEDULE 4 SHARES AND INVESTMENTS	10
SCHEDULE 5 BANK ACCOUNTS	12
SCHEDULE 6 ASSIGNED AGREEMENTS AND INSURANCE POLICIES	13

THIS SUPPLEMENTAL DEBENTURE (this "Deed") is made on 15 October 2015

BETWEEN

- (1) **PSPA HOLDCO LIMITED**, a private limited company incorporated in England and Wales with registered number 9359005 (the "**Company**"),
- (2) **THE COMPANIES** listed in Schedule 1 (*Supplemental Chargors*), (each a "**Supplemental Chargor**" and together the "**Supplemental Chargors**"), and
- (3) **BNP PARIBAS**, as security trustee for itself and the other Secured Parties (the "**Security Agent**")

RECITALS

- (A) This Deed is supplemental to a debenture dated 6 January 2015 between, amongst others, the Company, the chargors named therein, the Supplemental Chargors (by way of accession deed dated 20 February 2015), and the Security Agent (the "**Debenture**")
- (B) This Deed is subject to and has the benefit of the Intercreditor Agreement

IT IS AGREED AS FOLLOWS

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Deed, terms defined in the Debenture as amended and/or supplemented from time to time (including by each Security Accession Deed entered into by a Supplemental Chargor) shall have the same meaning when used in this Deed

In addition, the following definitions shall also apply in this Deed (including, without limitation, for purposes of the meaning of "Finance Documents" where used in this Deed by incorporation or in other defined terms)

"**Original Security**" means the Security created under the Debenture as supplemented by each Security Accession Deed entered into prior to the date hereof

"**Senior Facilities Agreement**" means the Senior Facilities Agreement dated 6 January 2015 between, among others, the Company and the Security Agent, as amended on 13 March 2015 and as further amended and restated on or about 8 August 2015

1.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.8 (*Senior Facilities Agreement*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this Deed

2. COVENANT TO PAY

Each Supplemental Chargor, as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties), that it will on demand pay or discharge its Secured Obligations when they fall due in the manner provided for in the Finance Documents

3. CHARGING PROVISIONS

3.1 Specific Security

Without prejudice but subject only to Clause 1.6 (*Excluded Assets*) of the Debenture, each Supplemental Chargor, as continuing security for the payment of its Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest

- (a) by way of legal mortgage, ranking junior only to the Original Security, all Property now belonging to or vested in it (including any specified in Schedule 2 (*Properties*)), and
- (b) by way of fixed charge, ranking junior only to the Original Security
 - (i) all other interests (not effectively charged under Clause 3.1(a) above) in any Property and the benefit of all other agreements relating to land,
 - (ii) all of its rights, title and interest in the Intellectual Property (including any specified in Schedule 3 (*Intellectual Property*)),
 - (iii) all the Investments, Shares (including but not limited to, the shares specified in Schedule 4 (*Shares and Investments*)) and all corresponding Related Rights,
 - (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
 - (v) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
 - (vi) all monies standing to the credit of the Accounts (including any specified in Schedule 5 (*Bank Accounts*)) and all of its rights, title and interest in relation to those accounts,
 - (vii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets, and
 - (viii) its goodwill and uncalled capital

3.2 Assigned Agreements and Insurance Policies

- (a) Without prejudice but subject only to Clause 1.6 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of its Secured Obligations, each Supplemental Chargor charges by way of fixed charge, ranking junior only to the Original Security, in favour of the Security Agent all its rights, title and interest in (and claims under) the Assigned Agreements and Insurance Policies (including any specified in Schedule 6 (*Assigned Agreements and Insurance Policies*))
- (b) Until the occurrence of a Declared Default, the relevant Supplemental Chargor may continue to deal with the counterparties to the relevant Assigned Agreements and/or Insurance Policies

3.3 Floating Charge

- (a) Without prejudice but subject only to Clause 1.6 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of its Secured Obligations each

Supplemental Chargor charges with full title guarantee in favour of the Security Agent by way of floating charge, ranking junior only to the Original Security, all its present and future assets, undertakings and rights

- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed

4. NEGATIVE PLEDGE

No Supplemental Chargor may

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the assets charged under this Deed,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the assets charged under this Deed (other than in respect of assets charged under Clause 3 3 (*Floating Charge*) in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the assets charged under this Deed,

except as permitted under the Finance Documents or with the prior consent of the Security Agent (acting on the instructions of the Majority Lenders)

5. INCORPORATION OF TERMS FROM DEBENTURE

- (a) The provisions of Clause 3 4 (*Conversion of Floating Charge*), Clause 3 5 (*Property Restricting Charging*), Clause 4 (*Further Assurance*) and Clause 6 (*Representations and Warranties*) to Clause 24 (*Miscellaneous*) (other than Clause 7 4 (*The Land Registry*)) of the Debenture shall be deemed to be incorporated into this Deed *mutatis mutandis* and in particular, but without limitation, as if references in those clauses to
 - (i) "this Debenture" or "this Deed" and other similar expressions were a reference to this Deed,
 - (ii) an "assignment" under clause 3 2 of the Debenture was a reference to the charge created by Clause 3 2 (*Assigned Agreements and Insurance Policies*) of this Deed,
 - (iii) "Chargor" was a reference to a Supplemental Chargor under this Deed,
 - (iv) "Charged Property" (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed, and
 - (v) "Schedule 2 (*Properties*)" in Clause 6 2 (*Representations and Warranties - Shares*) were references to Schedule 1 (*Shares and Investments*) of this Deed
- (b) The representations and warranties made in Clause 6 of the Debenture and incorporated by reference into this Deed shall be made on the date hereof by reference to the facts and circumstances on that date
- (c) For the avoidance of doubt, the provision of any documents by a Supplemental Chargor pursuant to Clause 7 1 (*Title Documents*) of the Debenture shall discharge the obligation to provide the same documents under this Deed

6. ADDITIONAL SECURITY

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Secured Party
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any assets charged under this Deed will merge into this Security

7. DESIGNATION

This Deed is designated as a Finance Document

8. FAILURE TO EXECUTE

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

9. NOTICES

Each Supplemental Chargor confirms that its address details for notice is as set out in Schedule 1 (*Supplemental Chargors*) hereto.

10. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clause 10(c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**"). 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) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed, shall limit the right of the Secured Parties to bring any legal action against any Supplemental Chargor in any other court of competent jurisdiction.

11. 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.

IN WITNESS whereof this Deed has been duly executed as a deed on the date first above written.

SCHEDULE 1
SUPPLEMENTAL CHARGORS

Name of Supplemental Chargor	Registered Number	Administrative Details
Clarion Events Limited	454826	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Amusement Trades Limited	5304201	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Clarion Defence and Security Limited	6567404	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Clarion Defence (UK) Limited	1062758	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Clarion Energy Limited	7098632	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Freight Transport Logistics Expo Limited	6423329	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
The Energy Exchange Limited	3401419	Bedford House 69-79 Fulham High Street London

Name of Supplemental Chargor	Registered Number	Administrative Details
EnergyNet Limited	2832809	SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843 Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843 Bedford House 69-79 Fulham High Street London
Clarion Events Birmingham Limited	5361393	SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843 Bedford House 69-79 Fulham High Street London
Avren Events Limited	5836973	SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843 Bedford House 69-79 Fulham High Street London
Clarion Conferences Limited	6404568	SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843 Bedford House 69-79 Fulham High Street London
Avren Limited	3868013	SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843 Bedford House 69-79 Fulham High Street London
Fintry 3 Limited	5170671	SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843 Bedford House 69-79 Fulham High Street London
Clarion Events Group Limited	5170380	SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843 Bedford House 69-79 Fulham High Street London

Name of Supplemental Chargor	Registered Number	Administrative Details
Phacilitate Limited	4236485	monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843 Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Clarion Events Holding Limited	5170525	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Clarion Acquisition Limited	6501939	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Clarion UK Midco Limited	6501933	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Clarion UK Holdco Limited	6501951	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Clarion UK Topco Limited	6501958	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843
Clarion Events Publications and Promotions Limited	6358019	Bedford House 69-79 Fulham High Street London SW6 3JW Att Monica Pahwa monica.pahwa@clarionevents.com Fax +44(0) 20 7384 7843

SCHEDULE 2

PROPERTIES

Registered Land

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
---------	---	------------------------	-----------------------	-----------

None




Unregistered Land

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold
---------	---	------------------------	-----------------------

None

SCHEDULE 3

INTELLECTUAL PROPERTY

Trade Mark	Jurisdiction	Chargor	Trade Mark Number	Class
HEC	CTM	Clarion Defence and Security Limited	011240561	35,41
Eventertainment	UK	Clarion Events Limited	UK00002359179	35,41
	CTM	Clarion Defence and Security Limited	004049301	16, 35, 41
	UK	Clarion Events Birmingham Limited	UK0002259903A	16, 35, 41, 42
	UK	Clarion Defence and Security Limited	UK00002373740	35, 41
	CTM		4049301	16,35,41

Brand rights:

Brand rights relating to the brand 'Global Technology Forum', including without limitation rights in relation to the following domain names

cementfocus co uk
cementfocus com
cementfocus net
gtfevents com
gtforum co uk
gtforum com
gtforum net

Event Title business names:

European Refining Technology Conference (ERTC)
Asia Refining Technology Conference (ARTC)
Latin America Refining Technology Conference (LARTC)
ERTC Energy Efficiency
Pan African Refining Technology Conference (PARTC)
Middle East Refining Technology Conference (MERTC)

Trade secrets in relation to 'Global Technology Forum'

SCHEDULE 4

SHARES AND INVESTMENTS

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Clarion UK Topco Limited	Clarion UK Holdco Limited	102,514,166 ordinary £1 shares 4,200,000 ordinary \$1 shares
Clarion UK Holdco Limited	Clarion UK Midco Limited	102,514,166 ordinary £1 shares 4,200,000 ordinary \$1 shares
Clarion UK Midco Limited	Clarion Acquisition Limited	65,099,375 ordinary £1 shares
Clarion Acquisition Limited	Clarion Events Holding Limited	322,153,847 ordinary £1 shares
Clarion Events Holding Limited	Clarion Events Group Limited	13,960,001 ordinary £1 shares
Clarion Events Group Limited	Fintry 3 Limited	26,710,001 ordinary £1 shares
Fintry 3 Limited	Clarion Events Limited	101 ordinary £1 shares
Clarion Events Limited	Amusement Trades Limited	800,001 ordinary £1 shares
	Clarion Events Birmingham Limited	2,050,000 ordinary £1 shares
	Freight Transport Logistics Expo Limited	70 ordinary £1 shares
	Clarion Conferences Limited	1 ordinary £1 share
	The Energy Exchange Limited	100 ordinary £1 shares
	Clarion Events Publications and Promotions Limited	100 ordinary £1 shares
	Clarion Defence and Security Limited	1 ordinary £1 share
	Imago Techmedia Limited	95,950 ordinary £0.01 shares
	Clarion Events USA Limited	100 ordinary £1 shares
Clarion Conferences Limited	EnergyNet Limited	30,001 ordinary £1 shares
	Avren Limited	100 ordinary £1 shares
	Clarion Energy Limited	100 ordinary £1 shares

	Phacilitate Limited	100 ordinary £1 shares
Avren Limited	Avren Events Limited	10 ordinary £1 shares
Clarion Defence and Security Limited	Clarion Defence (UK) Limited	10,526 ordinary £1 shares

Investments

Name of Chargor which holds the investments	Name of issuer	Number and description of investments
--	-----------------------	--

None

SCHEDULE 5

BANK ACCOUNTS

Accounts

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Clarion Events Limited	Natwest	REDACTED	REDACTED
Amusement Trades Limited	Natwest	REDACTED	REDACTED
Clarion Defence (UK) Limited	Natwest	REDACTED	REDACTED
Clarion Events Publications and Promotions Limited	Natwest	REDACTED	REDACTED
The Energy Exchange Limited	Barclays	REDACTED	REDACTED
EnergyNet Limited	Natwest	REDACTED	REDACTED
Clarion Events Birmingham Limited	Natwest	REDACTED	REDACTED
Clarion Acquisition Limited	Natwest	REDACTED	REDACTED
Clarion UK Midco Limited	Natwest	REDACTED	REDACTED

SCHEDULE 6

ASSIGNED AGREEMENTS AND INSURANCE POLICIES¹

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
Clarton UK Topco Limited	CHUBB	REDACTED	<ul style="list-style-type: none"> • Property damage • Loss of money • Business interruption • Terrorism • Employment compensation • Public and product liability • Computers and software
Clarton UK Topco Limited	CHUBB / Forefront Plus	REDACTED	<ul style="list-style-type: none"> • Directors and officers liability • Employment practices liability • Corporate legal liability •
Clarton UK Topco Limited	CHUBB	REDACTED	Business and commercial cover
Clarton UK Topco Limited	CHUBB	REDACTED	Professional liability insurance
Clarton UK Topco Limited	CHUBB	REDACTED	Certificate of employers' liability insurance

¹ For the avoidance of doubt, notwithstanding it being covered by a policy listed in this Schedule 6, any third party liability or public liability insurance and any directors and officers insurance are excluded from this Schedule 6 and the definition of 'Insurance Policies' for the purpose of the Debenture and this Deed

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

THE COMPANY

EXECUTED as a DEED by
PSPA HoldCo Limited acting by:

REDACTED

RUSSELL WILCOX as Director:

REDACTED

Witness:

Name

MONICA PAHWA

Address:

69/79 FULHAM HIGH ST, LONDON

Occupation:

COMPANY SECRETARY.

[Signature page to the Supplemental Debenture]

THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED by
Clarton Events Limited acting by:

GRANT MURRAY as Director: **REDACTED**
REDACTED

Witness:

Name: MONICA PAHWA
Address: 69/79 Fulham High St, London
Occupation: COMPANY SECRETARY.

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Amusement Trades Limited acting by:

RUSSELL WILCOX as Director:

REDACTED

REDACTED

Witness:

Name:

MONICA PAHWA

Address:

59/79 FULHAM HIGH ST, LONDON

Occupation:

COMPANY SECRETARY.

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Clarion Defence and Security Limited acting by:

GRANT MURRAY as Director. REDACTED
REDACTED

Witness:

Name: MONICA PAHLWA
Address: 69/79 FULHAM HIGH ST, LONDON
Occupation: COMPANY SECRETARY

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Clarion Defence (UK) Limited acting by:

REDACTED

RUSSELL WILCOX as Director: —

REDACTED

Witness: _____

Name:

MONICA PAHWA

Address:

69/79 FULHAM HIGH ST, LONDON .

Occupation:

COMPANY SECRETARY .

EXECUTED as a DEED by
Clarion Energy Limited acting by:

GRANT MURRAY as Director:

REDACTED

REDACTED

Witness:

Name:

MONICA PAHWA

Address:

69/79 FULHAM HIGH ST, LONDON

Occupation:

COMPANY SECRETARY

EXECUTED as a DEED by
Freight Transport Logistics Expo Limited acting by:

RUSSELL WILCOX as Director:

REDACTED

REDACTED

Witness:

Name:

MONICA PAHWA

Address:

69/79 FULHAM HIGH ST, LONDON

Occupation:

COMPANY SECRETARY.

EXECUTED as a DEED by
The Energy Exchange Limited acting by:

GRANT MURRAY as Director: **REDACTED**
REDACTED

Witness: _____

Name: MONICA PAHWA

Address: 69/79 FULHAM HIGH ST, LONDON

Occupation: COMPANY SECRETARY:

EXECUTED as a DEED by
EnergyNet Limited acting by:

RUSSELL WILCOX as Director:
REDACTED

REDACTED

Witness.

Name: MONICA PAHWA

Address: 69/79 FULHAM HIGH ST, LONDON

Occupation: COMPANY SECRETARY.

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Clarion Events Birmingham Limited acting by:

GRANT MURRAY as Director:
REDACTED

REDACTED

Witness:

Name.

MONICA PAHWA

Address:

69/79 FULHAM HIGH ST, LONDON.

Occupation:

COMPANY SECRETARY.

EXECUTED as a DEED by
Avren Events Limited acting by:

RUSSELL WILCOX as Director:

REDACTED

REDACTED

Witness.

Name:

MONICA PAHLWA

Address:

69/79 FULHAM HIGH ST, LONDON

Occupation:

COMPANY SECRETARY.

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Clarion Conferences Limited acting by:

GRANT MURRAY as Director. REDACTED
REDACTED

Witness: _____

Name: MONICA PAHWA

Address: 69/79 FULHAM HIGH ST, LONDON

Occupation: COMPANY SECRETARY .

EXECUTED as a DEED by
Avren Limited acting by

REDACTED

RUSSELL WILCOX as Director: _____

REDACTED

Witness: _____

Name: MONICA PAHWA

Address: 69/79 FULHAM HIGH ST, LONDON

Occupation: COMPANY SECRETARY.

EXECUTED as a DEED by
Fintry 3 Limited acting by

REDACTED

GRANT MURRAY as Director:
REDACTED

Witness:

Name:

MONICA PAHWA

Address:

69/79 FULHAM HIGH ST, LONDON

Occupation:

COMPANY SECRETARY

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Clarion Events Group Limited acting by:

REDACTED

RUSSELL WILCOX as Director: —

REDACTED

Witness: —

Name:

MONICA PAHWA

Address:

69/79 FULHAM HIGH ST, LONDON

Occupation:

COMPANY SECRETARY.

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Phacilitate Limited acting by:

GRANT MURRAY as Director:

REDACTED

REDACTED

Witness:

Name: MONICA PATHWA

Address: 69/79 FULHAM HIGH ST, LONDON

Occupation: COMPANY SECRETARY.

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Clarion Events Holding Limited acting by:

REDACTED

RUSSELL WILCOX as Director

REDACTED

Witness:

Name:

MONICA PAHLWA

Address:

69/79 FULHAM HIGH ST, LONDON

Occupation:

COMPANY SECRETARY.

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Clarion Acquisition Limited acting by:

GRANT MURRAY as Director: REDACTED
REDACTED

Witness:

Name: MONICA PAHWA

Address: 69/79 FULHAM HIGH ST, LONDON

Occupation: COMPANY SECRETARY.

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Clarion UK Midea Limited acting by:

REDACTED

RUSSELL WILCOX as Director: _____

REDACTED

Witness: _____

Name: MONICA PAHWA

Address: 69/79 FULHAM HIGH ST, LONDON

Occupation: COMPANY SECRETARY

EXECUTED as a DEED by
Clarion UK Holdco Limited acting by

GRANT MURRAY as Director REDACTED
REDACTED

Witness: _____

Name: MONICA PAHWA

Address: 69/79 FULHAM HIGH ST, LONDON

Occupation: COMPANY SECRETARY

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Clarion UK Topco Limited acting by:

REDACTED

RUSSELL WILCOX as Director: —

REDACTED

Witness:

Name: MONICA PAHWA

Address: 69/79 FULHAM HIGH ST, LONDON

Occupation: COMPANY SECRETARY

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by
Clarion Events Publications and Promotions Limited acting by:

GRANT MURRAY as Director: REDACTED
REDACTED

Witness:

Name: MONICA PAHWA
Address: 69/39 FULHAM HIGH ST, LONDON
Occupation: COMPANY SECRETARY

[Signature page to the Supplemental Debenture]

THE SECURITY AGENT

BNP PARIBAS

acting by: REDACTED

Claudine Todd
Authorised Signatory

REDACTED
acting by

John Dipple
Authorised Signatory