Companies House

MR01(ef)

Registration of a Charge

Company name: **STEMCOR DISTRIBUTION LIMITED**

Company number: **00759991**

Received for Electronic Filing: **13/08/2019**

X8BS1DXC

Details of Charge

Date of creation: **08/08/2019**

Charge code: **0075 9991 0051**

Persons entitled: **COÖPERATIEVE RABOBANK U.A.**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

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

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 759991

Charge code: 0075 9991 0051

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th August 2019 and created by STEMCOR DISTRIBUTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th August 2019 .

Given at Companies House, Cardiff on 14th August 2019

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

EXECUTION VERSION

DEBENTURE

DATED 8 August **2019**

BETWEEN

STEMCOR DISTRIBUTION LIMITED

- and -

COÖPERATIEVE RABOBANK U.A.
as Security Agent

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated __8 August____ 2019 and made

BETWEEN:

(1) **STEMCOR DISTRIBUTION LIMITED** a company incorporated under the laws of England and Wales with registered number 00759991 as a chargor (the **Chargor**); and

(2) **COÖPERATIEVE RABOBANK U.A.** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Stemcor UK Borrowing Base Facility Agreement (as defined below)).

BACKGROUND:

(A) The Chargor enters into this Deed in connection with the Stemcor UK Borrowing Base Facility Agreement.

(B) The rights and obligations of the parties to this Deed are subject to the terms of the Security Sharing Agreement.

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

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Account Bank means, in relation to a Charged Account, the bank with which the Charged Account is maintained.

Act means the Law of Property Act 1925.

Charged Account means the accounts listed in Schedule 1 (Security Assets) and includes:

(a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Charged Account is transferred;

(b) any account which is a successor to a Charged Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Charged Account is transferred for investment or administrative purposes; or

(c) any account designated as a Charged Account by the Security Agent and the Chargor from time to time,

but excludes the Excluded Accounts.

Documents of Title means all bills of lading and other documents of title relating to any Inventory.

Enforcement Event means:

(a) a Declared Default; or

(b) an Event of Default under clause 26.2 (Non-payment) of the Stemcor UK Borrowing Base Facility Agreement which is continuing.

Excluded Account means any bank account designated by the Security Agent and the Chargor as an 'Excluded Account' in writing.

Investments means:

(a) all shares in any member of the Obligor Group that are the subject of this Security;

(b) all other shares, stocks, debentures, bonds or other securities and investments specified in Schedule 1 (Security Assets) under its name under the heading **Investments**;

(c) any dividend or interest paid or payable in relation to any of the above; and

(d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

Party means a party to this Deed.

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed.

Secured Obligations means all present and future obligations and liabilities of each Obligor to any Secured Party under or in connection with each Finance Document (both actual and contingent and whether incurred solely or jointly, as principal or surety, whether arising by way of borrowing, financing, guarantee, indemnity, contribution, subrogation or otherwise, together with any of the following matters relating to or arising in respect of those liabilities and obligations:

(a) any refinancing, novation, deferral or extension;

(b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;

(c) any claim for damages or restitution; and

(d) any claim as a result of any recovery of a payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings).

Security Assets means all assets of the Chargor the subject of any security created by this Deed.

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

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no commitment of the Finance Parties under the Stemcor UK Borrowing Base Facility Agreement is outstanding.

Security Sharing Agreement means the security sharing agreement dated 10 April 2018 between, among others, SGHL and certain financial institutions providing financing to members of the Group.

Stemcor UK Borrowing Base Facility Agreement means the borrowing base facility agreement dated 1 August 2019 between, among others, Stemcor Global Holdings Limited and Coöperatieve Rabobank U.A. as facility agent.

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

1.2 Construction

(a) Capitalised terms defined in the Stemcor UK Borrowing Base Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.

(b) The provisions of clause 1.2 (Construction) of the Stemcor UK Borrowing Base Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Stemcor UK Borrowing Base Facility Agreement will be construed as references to this Deed.

(c) Unless a contrary indication appears, a reference in this Deed to:

(i) a **Finance Document** or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of any facility or any additional facility;

(ii) the term **this Security** means any security created by this Deed; and

(iii) **assets** includes present and future properties, revenues and rights of every description.

(d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period and is given for the benefit of each Secured Party.

(e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document (as the case may be) are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

(f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the

liquidation, administration or judicial management of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

(g) Unless the context otherwise requires, a reference to a Security Asset includes:

(i) any part of that Security Asset;

(ii) the proceeds of sale of that Security Asset; and

(iii) any present and future assets of that type.

(h) This Deed is subject to the terms of the Security Sharing Agreement. In the event of any inconsistency between this Deed and the Security Sharing Agreement, the Security Sharing Agreement shall prevail.

2. CREATION OF SECURITY

2.1 General

(a) All this Security:

(i) is created in favour of the Security Agent;

(ii) is created over present and future assets of the Chargor;

(iii) is security for the payment, discharge and performance of all the Secured Obligations; and

(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:

(i) the Chargor must notify the Security Agent promptly;

(ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and

(iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.

(c) Security Assets which are subject to leases, licences or other third party arrangements which are permitted by the Finance Documents and which prevent those assets from being charged are excluded from the fixed charge created by this Deed, provided that, where the asset is material to the operations or business of the Obligor Group and/or is valued at greater than US$100,000 (or its equivalent in other currencies), the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that asset being secured under this Deed.

(d) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

(e) The fact that no or incomplete details of any Security Asset are inserted in any part of Schedule 1 (Security Assets) does not affect the validity or enforceability of this Security.

2.2 Land

(a) The Chargor charges:

(i) by way of a legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property; this includes the Mortgaged Property (as defined in Clause 4.1) (if any) specified in Schedule 1 (Security Assets) under its name under the heading **Real Property**; and

(ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property.

(b) A reference in this Deed to any freehold or leasehold property includes:

(i) all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Chargor; and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants.

2.3 Investments

(a) The Chargor charges:

(i) by way of a first fixed charge all shares in any member of the Obligor Group (other than itself) owned by it or held by any nominee on its behalf; this includes any specified in Schedule 1 (Security Assets) under its name under the heading Investments; and

(ii) (to the extent that they are not the subject of a first fixed charge under sub-paragraph (i) above) by way of a fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf.

(b) A reference in this Deed to a charge of any share, stock, debenture, bond, warrant, coupon or other security or investment includes:

(i) any dividend, interest or other distribution paid or payable;

(ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

(iii) any right against any clearance system; and

(iv) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.

2.4 Documents of title and Inventory

The Chargor charges by way of a fixed charge all Documents of Title and Inventory owned by it.

2.5 Plant and machinery

The Chargor charges by way of a fixed charge all plant and machinery owned by it; this includes any specified in Schedule 1 (Security Assets) under its name under the heading **Plant and Machinery** (being plant and machinery valued at or greater than US$100,000 (or its equivalent in other currencies) or which is otherwise material to the operations or business of the Obligor Group).

2.6 Credit balances

The Chargor charges by way of a fixed charge all of its rights in respect of any amount standing to the credit of any Charged Account it has with any person and the debt represented by that account.

2.7 Insurances

(a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under any contract or policy of insurance (including any contract of insurance specified in Part 7 of Schedule 1) taken out by it or on its behalf or in which it has an interest.

(b) A reference in this subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party.

2.8 Other contracts

(a) Subject to paragraph (b) below, the Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

(i) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause; this includes the agreements (if any) specified in Schedule 1 (Security Assets) under its name under the heading **Relevant Contracts**;

(ii) any letter of credit issued in its favour; and

(iii) any bill of exchange or other negotiable instrument held by it.

(b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.

(c) To the extent that they do not fall within any other subclause of this clause and are not effectively assigned under paragraph (a) or (b) above, the Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party.

2.9 Intellectual property

The Chargor charges by way of a fixed charge, all of its rights in respect of any:

(a) know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Schedule 1 (Security Assets) under its name under the heading **Specific Intellectual Property Rights**;

(b) copyright or other intellectual property monopoly right; or

(c) interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

2.10 Miscellaneous

The Chargor charges by way of a fixed charge:

(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;

(b) its goodwill;

(c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;

(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and

(e) its uncalled capital.

2.11 Floating charge

(a) The Chargor charges by way of a floating charge all its assets not otherwise effectively mortgaged, charged, pledged or assigned under this Clause.

(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under this Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if:

(i) an Enforcement Event has occurred;

(ii) the Security Agent (acting in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or

(iii) the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 4 (Restrictions on Dealings).

(c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:

(i) the obtaining of a moratorium; or

(ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986.

(d) The floating charge created under this Deed will automatically convert into a fixed charge over all of the Chargor's assets:

(i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator; or

(ii) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up).

(e) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

(f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under this Deed or any other Finance Document.

3. PLEDGE OF DOCUMENTS OF TITLE

3.1 Intention to pledge

The Chargor agrees and states its irrevocable intention that the Security Agent shall have a pledge upon all Documents of Title as continuing security for the payment or discharge of the Secured Obligations.

3.2 Trust receipts

(a) If at any time the Security Agent wishes to release to the Chargor any Document of Title, other than where that Document of Title is being disposed of in accordance with the Finance Documents or where the Security Period has ended, the Chargor shall at the request of the Security Agent execute and deliver to the Security Agent a trust receipt in the form substantially set out in Schedule 5 (Form of Trust Receipt) or any other form agreed by the Security Agent (each a **Trust Receipt**).

(b) The terms of and obligations contained in any Trust Receipt shall be in addition to those provided in this Deed and to the extent that the terms of any Trust Receipt conflict with the terms of this Deed, the terms of this Deed shall prevail.

(c) Regardless of whether the Security Agent requests the Chargor to execute and deliver a Trust Receipt, if the Security Agent releases any Document of Title in the circumstances set out in paragraph (a) above, those Documents of Title will remain pledged to the Security Agent notwithstanding that release and the Chargor (and any person deriving title through the Chargor) will hold those Documents of Title on trust for the Security Agent or as bailee of those Documents of Title.

(d) Subject to paragraph (c) above, no trust shall be deemed to arise over any Document of Title where the Security Agent has expressly agreed in writing to release that Document of Title from the pledge.

4. RESTRICTIONS ON DEALINGS

The Chargor may not:

(a) create or permit to subsist any Security Interest on any Security Asset; or

(b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, sell, transfer, licence, lease or otherwise dispose of any Security Asset,

where this would be prohibited by the Stemcor UK Borrowing Base Facility Agreement or the Security Sharing Agreement.

5. LAND

5.1 General

In this Deed:

Fixtures means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property.

Mortgaged Property means all freehold or leasehold property included in the definition of **Security Assets** and which is valued at or greater than US$10,000,000 (or its equivalent in other currencies) or which is otherwise material to the operations or business of the Obligor Group.

Report on Title means any report on title on the Mortgaged Property addressed to and provided at the request of the Security Agent before the date of the acquisition of any Mortgaged Property acquired after the date of this Deed.

5.2 Information for Report on Title

The Chargor represents to each Secured Party that:

(a) the information provided to the lawyers who prepared any Report on Title relating to any of its Mortgaged Property for the purpose of that Report on Title was true in all material respects at the date it was expressed to be given;

(b) the information referred to in paragraph (a) above was at the date it was expressed to be given complete and did not omit any information which, if disclosed would make that information untrue or misleading in any material respect; and

(c) as at the date of this Deed, nothing has occurred since the date of any information referred to in paragraph (a) above which, if disclosed, would make that information untrue or misleading in any material respect.

5.3 Title

The Chargor represents to each Secured Party that except as disclosed in any Report on Title relating to any of its Mortgaged Property:

(a) it is the legal and beneficial owner of its Mortgaged Property;

(b) no breach of any law, regulation or covenant is continuing which affects or would be reasonably likely to affect materially the value, saleability or use of its Mortgaged Property;

(c) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting its Mortgaged Property which conflict with its present use or adversely affect the value, saleability or use of any of the Mortgaged Property, in each case to any material extent;

(d) nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or registered dispositions over its Mortgaged Property and which would be reasonably likely to affect materially its value, saleability or use;

(e) it has received no notice of any adverse claims by any person in respect of its Mortgaged Property which if adversely determined would or would be reasonably likely to materially adversely affect the value, saleability or use of any of its Mortgaged Property; and

(f) its Mortgaged Property is held by it free from any Security Interest or any lease or licence which would be reasonably likely to affect materially its value, saleability or use.

5.4 Compliance with leases and covenants

The Chargor must:

(a) in all material respects, perform all the terms on its part contained in any lease, agreement for lease, licence or other agreement or document which gives the Chargor a right to occupy or use property comprised in its Mortgaged Property;

(b) not do or allow to be done any act as a result of which any lease comprised in its Mortgaged Property may become liable to forfeiture or otherwise be terminated; and

(c) duly and punctually comply in all material respects with all covenants and stipulations affecting the Mortgaged Property or the facilities (including access) necessary for the enjoyment and use of the Mortgaged Property and indemnify each Secured Party in respect of any breach of those covenants and stipulations.

5.5 Acquisitions

(a) If the Chargor acquires any freehold or leasehold property after the date of this Deed it must, subject to the Security Principles:

(i) notify the Security Agent promptly;

(ii) promptly on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in any form which the Security Agent may require;

(iii) in respect of Material Property only, if the title to that freehold or leasehold property is registered at H.M. Land Registry or required to be so registered, give H.M. Land Registry written notice of this Security; and

(iv) in respect of Material Property only, if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H.M. Land Registry.

(b) If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a legal mortgage over it, the Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. The Chargor must use its reasonable endeavours to obtain the landlord's consent.

5.6 Compliance with applicable laws and regulations

The Chargor must perform all its obligations under any law or regulation in any way related to or affecting its Mortgaged Property.

5.7 Notices

The Chargor must, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to its Mortgaged Property (or any part of it) which would or would be reasonably likely to have a Material Adverse Effect on the value, saleability or use of any of the Mortgaged Property:

(a) deliver a copy to the Security Agent; and

(b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement.

5.8 H.M. Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"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 security agreement dated [ ] in favour of [ ] referred to in the charges register or their conveyancer. (Standard Form P)"

5.9 Deposit of title deeds

The Chargor must deposit with the Security Agent all deeds and documents of title relating to its Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf.

5.10 Investigation of title

The Chargor must grant the Security Agent or its lawyers on request all facilities reasonably within the power of the Chargor to enable the Security Agent or its lawyers (at the expense of the Chargor) to:

(a) carry out investigations of title to the Mortgaged Property; and

(b) make such enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out.

5.11 Report on title

The Chargor must, as soon as reasonably practicable after a request by the Security Agent, in relation to any Mortgaged Property which is liable to be secured under the Security Principles, provide the Security Agent with a Report on Title of the Chargor to that Mortgaged Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature.

5.12 Power to remedy

If the Chargor fails to perform any covenant or stipulation or any term of this Deed affecting its Mortgaged Property, the Chargor must, following an Enforcement Event, allow the Security Agent or its agents and contractors:

(a) to enter the relevant Mortgaged Property;

(b) to comply with or object to any notice served on the Chargor in respect of the relevant Mortgaged Property; and

(c) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, stipulation or term or to comply with or object to any such notice.

The Chargor must immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this Clause.

6. INVESTMENTS

6.1 Deposit

The Chargor must:

(a) immediately (or in the case of Investments acquired after the date of this Deed, within ten Business Days of acquisition of such Investment) deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to that Investment; and

(b) as soon as reasonably practicable take any action and execute and deliver to the Security Agent any share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to that Investment; this includes:

(i) delivering executed share transfers in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank; and

(ii) procuring that those share transfers are registered by the company in which the Investments are held and that share certificates in the name of the transferee are delivered to the Security Agent.

6.2 Calls

(a) The Chargor must pay all calls and other payments due and payable in respect of any of its Investments.

(b) If the Chargor fails to do so, the Security Agent may pay those calls or other payments on behalf of the Chargor. The Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause and, pending reimbursement, that payment will constitute part of the Secured Obligations.

6.3 Other obligations in respect of Investments

(a) The Chargor must promptly copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information which it may have on behalf of the Chargor.

(b) The Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.

(c) The Security Agent will not be obliged, and no Secured Party will be required in any manner to:

(i) perform or fulfil any obligation of the Chargor;

(ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or

(iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment.

6.4 Voting rights

(a) Before this Security becomes enforceable:

(i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Agent) be exercised in any manner which the Chargor may direct in writing; and

(ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the Chargor.

(b) After this Security has become enforceable, the Security Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6.5 Financial collateral

(a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

(b) Where any financial collateral is appropriated:

(i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation; or

(ii) in any other case, the value of the financial collateral will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

7. RESTRICTED CREDIT BALANCES

7.1 Account Bank

After the date of this Deed, when the Chargor opens a new bank account, the Chargor must designate that new bank account as a Charged Account to the Security Agent immediately, unless otherwise agreed by the Chargor and the Security Agent that such bank account shall be designated as an Excluded Account.

7.2 Withdrawals

(a) After the occurrence of an Event of Default which is continuing, the Chargor may not withdraw any moneys (including interest) standing to the credit of any Charged Account.

(b) The Chargor may withdraw moneys (including interest) from a Charged Account:

(i) in the case of any Charged Account which is not a Borrowing Base Collection Account, at any time when no Event of Default has occurred and is continuing; and

(ii) in the case of any Charged Account which is a Borrowing Base Collection Account, in accordance with clause 24.28(c) (Borrowing Base Collection Accounts) of the Stemcor UK Borrowing Base Facility Agreement.

7.3 Notices of charge

The Chargor must:

(a) within ten Business Days of the date of this Deed (but in relation to a Charged Account opened after the date of this Deed, within five Business Days of it being opened), serve a notice of charge, substantially in the form of Part 1 of Schedule 2 (Forms of letter for Account Bank) on each Account Bank; and

(b) use its reasonable endeavours to procure that each Account Bank as soon as possible and within 30 Business Days of the date of the relevant notice, acknowledges the notice, substantially in the form of Part 2 of Schedule 2 (Forms of letter for Account Bank).

7.4 Closure of Charged Accounts

(a) Subject to paragraph (b) below, the Chargor may not close any Charged Account other than an Existing Account.

(b) Upon request by the Chargor, the Security Agent shall confirm to the Chargor (and, if necessary, the Account Bank) whether or not that Charged Account may be closed, such approval not be to unreasonably withheld or delayed.

8. CONTRACTS

8.1 General

In this Deed:

ISDA Master Agreement means:

(a) the Master Agreement (Multicurrency Cross Border) as published by the International Swaps and Derivatives Association, Inc.; or

(b) the 2002 Master Agreement as published by the International Swaps and Derivatives Association, Inc.

Relevant Contract means:

(a) any hedging agreement which documents or constitutes a Treasury Transaction where the underlying notional amount is greater than US$1,000,000 (or its equivalent in other currencies) or the tenor is greater than 270 days; and

(b) any agreement in respect of intra-Group receivables in an aggregate amount of US$1,000,000 or above (or its equivalent in other currencies).

8.2 Representations

The Chargor represents to each Secured Party that:

(a) all payments to it by any other party to a Relevant Contract to which it is a party are not subject to any right of set-off or similar right (other than netting arrangements under any hedging agreement);

(b) each such Relevant Contract is its legal, valid, binding and enforceable obligation;

(c) it is not in default of any of its obligations under any such Relevant Contract;

(d) there is no prohibition on assignment in any such Relevant Contract; and

(e) its entry into and performance of this Deed will not conflict with any term of any such Relevant Contract.

8.3 Preservation

The Chargor may not, without the prior consent of the Security Agent:

(a) amend or waive any term of, or terminate, any Relevant Contract to which it is a party; or

(b) take any action which might jeopardise the existence or enforceability of any such Relevant Contract,

where this would be prohibited by the Stemcor UK Borrowing Base Facility Agreement.

8.4 Performance

The Chargor must:

(a) duly and promptly perform its obligations, and diligently pursue its rights, under each Relevant Contract to which it is a party; and

(b) supply the Security Agent and any Receiver with copies of each such Relevant Contract (which requirement shall, in the case of a hedging agreement, be satisfied by the provision of the ISDA Master Agreement relating to that hedging agreement) and any information and documentation relating to any such Relevant Contract requested by the Security Agent or any Receiver.

8.5 Notices of assignment

(a) Subject to paragraph (b) below, the Chargor must in respect of each Relevant Contract:

(i) promptly notify the Security Agent of the entry into any new Relevant Contract;

(ii) promptly upon request by the Security Agent, serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of letter for Relevant Contracts), on each counterparty to a Relevant Contract to which it is a party; and

(iii) use its reasonable endeavours to procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for Relevant Contracts).

(b) For the avoidance of doubt, in relation to any hedging agreement which is a Relevant Contract, the requirement in paragraphs (a)(ii) and (a)(iii) above to serve a notice of assignment on each counterparty and to procure that each such party acknowledges that notice is applicable to the underlying ISDA Master Agreement and not to any individual trades which may take place under that ISDA Master Agreement.

9. INSURANCES

9.1 General

In this Deed:

Relevant Insurance means each insurance policy:

(a) specified in Part 7 of Schedule 1 (Security Assets); or

(b) which the Chargor is required to serve notice under the terms of the Finance Documents; or

(c) which the Chargor is a party and which:

(i) the Security Agent; and

(ii) prior to the occurrence of an Enforcement Event only, the Chargor,

has designated in writing as a Relevant Insurance.

9.2 Rights

(a) Subject to the rights of the Security Agent under paragraph (b) below, the Chargor must diligently pursue its rights under each of its insurances, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default under the terms of the Stemcor UK Borrowing Base Facility Agreement (as appropriate).

(b) After this Security has become enforceable:

(i) the Security Agent may exercise (without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its insurances;

(ii) the Chargor must take such steps (at its own cost) as the Security Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of the Chargor; and

(iii) the Chargor must hold any payment received by it under any of its Relevant Insurances on trust for the Security Agent.

9.3 Notice

The Parent on behalf of the Chargor must:

(a) within five Business Days notify the Security Agent of the entry into any Relevant Insurance which is liable to be the subject of security;

(b) within ten Business Days following request by the Security Agent, give notice of this Deed to each of the other parties to each of the insurances by sending a notice substantially in the form of Part 1 of Schedule 4 (Forms of letter for Insurances); and

(c) use its reasonable endeavours to procure that each such other party, as soon as practicable and within 30 Business Days of the date of the relevant notice, delivers a letter of undertaking to the Security Agent in the form of Part 2 of Schedule 4 (Forms of letter for Insurances).

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Enforcement Event

This Security will become immediately enforceable if an Enforcement Event has occurred.

10.2 Discretion

Subject always to the terms of the Security Sharing Agreement, after this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Instructing Lenders may direct.

10.3 Power of sale

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

11. ENFORCEMENT OF SECURITY

11.1 General

(a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act as varied or amended by this Deed) will be immediately exercisable at any time after this Security has become enforceable.

(b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Deed.

(c) Any restriction imposed by law on the Act restricting the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to this Security.

(d) Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act).

11.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

11.3 Privileges

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

11.4 Protection of third parties

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

(a) whether the Secured Obligations have become payable;

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

(c) whether any money remains due under the Finance Documents; or

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

11.5 Redemption of prior mortgages

(a) At any time after this Security has become enforceable, the Security Agent may:

(i) redeem any prior Security Interest against any Security Asset;

(ii) procure the transfer of that Security Interest to itself; and/or

(iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

(b) The Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

11.6 Contingencies

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

12. RECEIVER

12.1 Appointment of Receiver

(a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

(i) this Security has become enforceable; or

(ii) the Chargor so requests the Security Agent in writing at any time.

(b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.

(c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

(d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

(e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

12.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate imposed by any law (including under section 109(6) of the Act) will not apply.

12.4 Agent of the Chargor

(a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.

(b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Security Agent

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

13. POWERS OF RECEIVER

13.1 General

(a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:

(i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986; and

(ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986.

(b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers

conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

13.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

13.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he thinks fit.

13.4 Employees

(a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.

(b) A Receiver may discharge any person appointed by the Chargor.

13.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

13.6 Sale of assets

(a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.

(b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

(c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

13.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

13.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

13.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

13.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

13.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

13.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

13.13 Lending

A Receiver may lend money or advance credit to any customer of the Chargor.

13.14 Protection of assets

A Receiver may:

(a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

(b) commence and/or complete any building operation; and

(c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

13.15 Other powers

A Receiver may:

(a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

(b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and

(c) use the name of the Chargor for any of the above purposes.

14. APPLICATION OF PROCEEDS

(a) Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in accordance with the Security Sharing Agreement.

(b) This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

15. DELEGATION

15.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

15.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

15.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

16. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Security Agent (acting in accordance with the Security Principles) or a Receiver may reasonably require for:

(a) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed;

(b) facilitating the realisation of any Security Asset;

(c) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset; or

(d) creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by this Deed) over any assets of the Chargor located in any jurisdiction outside England and Wales.

This includes:

(i) the re-execution of this Deed;

(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; and

(iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

17. POWER OF ATTORNEY

(a) The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

(b) The powers granted pursuant to the power of attorney in paragraph (a) of Clause 16 shall only be exercisable by the Security Agent following an Event of Default and for so long as it is continuing.

18. CHANGES TO THE PARTIES

The Chargor may not assign or transfer any of its rights or obligations under this Deed without the prior consent of the Security Agent.

19. PRESERVATION OF SECURITY

19.1 Continuing security

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

19.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

19.3 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Secured Party):

(a) any time or waiver granted to, or composition with, any Obligor or other person;

(b) any release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Obligor Group;

(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;

(d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(f) any amendment of a Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security or the failure by any member of the Obligor Group to enter into or be bound by any Finance Document; or

(h) any insolvency or similar proceedings.

19.4 Immediate recourse

(a) The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Obligor or any other person before claiming from the Chargor under this Deed.

(b) This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

19.5 Appropriations

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of the Secured Obligations, or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor will not be entitled to the benefit of such moneys, security or rights; and

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

19.6 Deferral of Chargor's rights

(a) Unless the Security Period has expired or the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under this Deed:

(i) to be indemnified by an Obligor;

(ii) to claim any contribution from any Obligor of any Obligor's obligations under the Finance Documents;

(iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents

or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;

(iv) to 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 granted security under this Deed;

(v) to exercise any right of set-off against any Obligor; and/or

(vi) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

(b) If the Chargor receives any benefit, payment or distribution in relation to such rights, it must hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for such Secured Party and must promptly pay or transfer them to the Security Agent or as the Security Agent may direct for application in accordance with this Deed.

19.7 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 Security Asset will merge into this Security.

19.8 Security held by Chargor

The Chargor may not, without the prior consent of the Security Agent, hold any security from any other Obligor in respect of the Chargor's liability under this Deed. The Chargor will hold any security held by it in breach of this provision on trust for the Security Agent.

20. MISCELLANEOUS

20.1 Covenant to pay

The Chargor must pay or discharge the Secured Obligations in the manner provided for in the Finance Documents.

20.2 Tacking

Each Lender must perform its obligations under the Finance Documents (including any obligation to make available further advances).

20.3 New Accounts

(a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with the Chargor.

(b) If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

(c) As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation.

20.4 Time deposits

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

(a) this Security has become enforceable; and

(b) no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

20.5 Notice of assignment

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to any other member of the Group and contained in any other Finance Document.

21. RELEASE

At the end of the Security Period, the Secured Parties must, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

22. CALCULATIONS AND CERTIFICATES

22.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by a Secured Party are prima facie evidence of the matters to which they relate.

22.2 Certificates and determinations

Any certification or determination by a Secured Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

23. PARTIAL INVALIDITY

If, at any time, any term of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction that will not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed.

24. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law and may be waived only in writing and specifically.

25. COUNTERPARTS

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

26. GOVERNING LAW

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

27. ENFORCEMENT

(a) The courts of England have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation 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 is for the benefit of the Secured Parties only. To the extent allowed by law:

(i) no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and

(ii) the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

SECURITY ASSETS

PART 1

MORTGAGED PROPERTY

(as defined in Clause 5.1)

Chargor	Freehold/Leasehold	Address	Title number
None at the date of this Deed			

PART 2

INVESTMENTS

Chargor	Name of company in which shares/ stocks / bonds or other securities are held	Name of nominee (if any) by whom shares / stocks / bonds or other securities are held	Class of shares / stocks / bonds or other securities held	Number of shares/ stocks / bonds or other securities held
Stemcor Distribution Limited	Stemcor Italia Srl	Stemcor Distribution Limited	Ordinary	102

PART 3

PLANT AND MACHINERY

(subject to a fixed charge under Clause 2.4)

Chargor	Description	Location	Identifying serial numbers (if applicable)
None at the date of this Deed			

PART 4

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Chargor	Description/Class	Registration number and registry (if registered)
None at the date of this Deed		

PART 5

CHARGED ACCOUNTS

Chargor	Account Bank	Account Number/Reference
Stemcor Distribution Limited	Barclays - London	[redacted] 0719 11
Stemcor Distribution Limited	Barclays - London	[redacted] 0382 44
Stemcor Distribution Limited	Barclays - London	[redacted] 3586 57
Stemcor Distribution Limited	Barclays - London	[redacted] 6969 22
Stemcor Distribution Limited	Barclays - London	[redacted] 8787 77
Stemcor Distribution Limited	Barclays - London	[redacted] 2807 56
Stemcor Distribution Limited	Rabobank - London	[redacted] 8402 01 (USD)
Stemcor Distribution Limited	Rabobank - London	[redacted] 8402 02 (EUR)
Stemcor Distribution Limited	Rabobank - London	[redacted] 8402 03 (GBP)

PART 6

RELEVANT CONTRACTS

(as defined in Clause 8.1)

Chargor	Intercompany Loan	Outstanding balance as at 31/12/2017
Stemcor Distribution Limited	Stemcor Holdings 2 Limited	$6,513,471

PART 7

RELEVANT INSURANCE

Chargor	Description of policy (including policy number and insurance provider)
Stemcor Distribution Limited	AIG Europe Limited, Comprehensive Export Credit Insurance, Policy number 35-00176-18
Stemcor Distribution Limited	Breffka & Hehnke, Marine Insurance Cover, Policy number A-02-70-20536

SCHEDULE 2

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

[On the letterhead of the Chargor]

To: [Account Bank]

Copy: [Security Agent]

[Date]

Dear Sir or Madam,

Security agreement dated [●] between [ ] and [ ] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a fixed charge) in favour of [ ] (the **Security Agent**) all our rights in respect of any amount standing to the credit of the account maintained by us with you (Account no. [ ] sort code [ ]) (the **Charged Account**) and the debt represented by it.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Charged Account requested from you by the Security Agent.

We are not permitted to withdraw any amount from the Charged Account at any time after the Security Agent has given notice to you that an Event of Default has occurred and is continuing. We are permitted to withdraw any amount from the Charged Account at any time prior to your receipt of such a notice from the Security Agent.

After the Security Agent has given notice to you that an Event of Default has occurred and is continuing, you shall (and we irrevocably instruct and authorise you to such effect):

(a) comply with the terms of any written notice or instruction relating to the Charged Account received by you from the Security Agent;

(b) hold all sums standing to the credit of the Charged Account to the order of the Security Agent; and

(c) pay or release any sum standing to the credit of the Charged Account in accordance with the written instructions of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you.

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [ADDRESS] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To: [Security Agent]

Copy: [Chargor]

[Date]

Dear Sir or Madam,

Security agreement dated [●] between [ ] and [ ] (the Security Agreement)

We confirm receipt from [ ] (the **Chargor**) of a notice dated [ ] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of its account with us (Account no. [ ], sort code [ ]) (the **Charged Account**) and the debt represented by it.

We confirm that we:

(a) accept the instructions contained in the notice and agree to comply with the notice;

(b) have not received notice of the interest of any other third party in the Charged Account;

(c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Charged Account; and

(d) will not permit any amount to be withdrawn from the Charged Account at any time after you have notified us that an Event of Default has occurred and is continuing.

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

Yours faithfully,

.....
(Authorised signatory)

[Account Bank]

SCHEDULE 3

FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Contract party]

[Date]

Dear Sir or Madam,

Security agreement dated [●] between [ ] and [ ] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [ ] (the **Security Agent**) all our rights in respect of [insert details of Contract] (the **Contract**).

We confirm that:

(a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and

(b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [ADDRESS], with a copy to us.

Yours faithfully,

.....

[Chargor]

(Authorised signatory)

PART 2

Acknowledgement of Counterparty

To: [Security Agent] as Security Agent

Copy: [Chargor]

[Date]

Dear Sir or Madam,

We confirm receipt from [ ] (the **Chargor**) of a notice dated [ ] of an assignment on the terms of the Security Agreement dated [ ] of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**).

We confirm that, following receipt by us of notice from the Security Agent stating that the security has become enforceable, we will pay all sums due, and give notices, under the Contract as directed in that notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Counterparty]

SCHEDULE 4

FORMS OF LETTER FOR INSURANCES

PART 1

FORM OF NOTICE OF ASSIGNMENT
(for attachment by way of endorsement to the insurance policies)

To: [Insurer]

[Date]

Dear Sirs,

Security agreement dated [●] between [ ] and [ ] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [ ] (the **Security Agent**) all amounts payable under or in connection with any contract of insurance taken out with you or by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts.

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

We confirm that:

(a) we will remain liable under [each] such contract of insurance to perform all the obligations assumed by us under the [that] contract of insurance; and

(b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [any] such contract of insurance.

We will also remain entitled to exercise all our rights, powers and discretions under the [each] such contract of insurance, and you should continue to give notices under [each] such contract of insurance to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate [any] such contract of insurance without the prior consent of the Security Agent.

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

[Please note on the relevant contracts the Security Agent's interest as loss payee and the Security Agent's interest of those amounts and rights and send to the Security Agent at [ADDRESS] with a

copy to us of the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.][1]

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [ADDRESS], with a copy to us.

Yours faithfully,

.....

[Chargor]

(Authorised signatory)

[1] Only insert where the value of the assets (or, in respect of business interruption insurance, the amount of losses) covered by the policy is US$5,000,000 or more (or equivalent in other currencies).

PART 2

FORM OF LETTER OF UNDERTAKING

To: [Security Agent]

[Date]

Dear Sir or Madam,

Security agreement dated [●] between [ ] and [ ] (the Security Agreement)

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

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

In consideration of your agreeing to the Chargor continuing their insurance arrangements with us we:

1. accept the instructions contained in the notice and agree to comply with the notice;

2. confirm that we have not received notice of the interest of any other third party in those amounts and rights;

3. [undertake to note on the relevant contracts your interest as loss payee and as first priority assignee of those amounts and rights;][2]

4. undertake to disclose to you without any reference to or further authority from the Chargor any information relating to those contracts which you may at any time request;

5. undertake to notify you of any breach by the Chargor of any of those contracts and to allow you or any of the other Secured Parties (as defined in the Security Agreement) to remedy that breach; and

6. undertake not to amend or waive any term of or terminate any of those contracts on request by the Chargor without your prior written consent.

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

Yours faithfully,

……..
for [Insurer]

[2] Only include where the value of the assets (or, in respect of business interruption insurance, the amount of losses) covered by the policy is US$5,000,000 or more (or equivalent in other currencies).

SCHEDULE 5

FORM OF TRUST RECEIPT

To: [Security Agent] (the **Security Agent**)

From: Stemcor Distribution Limited (the **Borrower**)

[Date]

Dear Sir or Madam,

1. Introduction

(a) In this Trust Receipt:

Facility Agreement means the Stemcor UK borrowing base facility agreement dated 1 August 2019 made between, among others, Stemcor Global Holdings Limited and Coöperatieve Rabobank U.A. as facility agent.

Security Agreement means an English law security agreement dated 8 August 2019 between the Borrower and the Security Agent; and

(b) Capitalised terms defined in the Facility Agreement or the Security Agreement have the same meaning in this Trust Receipt, unless expressly defined in this Trust Receipt. This is a Trust Receipt as defined in the Facility Agreement.

2. Acknowledgment of receipt and trust

(a) The Borrower acknowledges that it has received (or is intended to receive) from the Security Agent the documents of title described in Schedule 1 to this Trust Receipt (the **Documents of Title**) relating to the goods whose description appears in schedule 1 against each such document (the **Inventory**).

(b) The Borrower acknowledges that it holds the Documents of Title and the Inventory on the terms set out in Trust Receipt.

(c) The Borrower further acknowledges that it has charged by way of security the Documents of Title and the Inventory in favour of the Security Agent, and has pledged the Documents of Title to the Security Agent, each under the Security Agreement.

(d) In consideration of the Security Agent delivering or releasing to the Borrower the Documents of Title, the Borrower shall hold the Documents of Title and any proceeds of sale of the Inventory and all insurance proceeds in relation to the Inventory on trust for the Security Agent and to the Security Agent's order.

3. Borrower's obligations

(a) The Borrower:

(i) shall hold the Documents of Title solely for the purpose of selling the Inventory;

(ii) shall, in the event of a sale of any Inventory, pay to the Security Agent (without set-off, counterclaim, deduction or withholding of any kind) all the proceeds of sale immediately upon receipt, and pending such payment, hold all such proceeds of sale and all its rights against the buyer in trust for the Security Agent and keep those proceeds separate and distinct from all other money; and

(iii) authorises the Security Agent to receive the proceeds of any sale of Inventory directly from the buyer of that Inventory.

(b) Pending any sale of the Inventory, the Borrower shall take all steps within its power to preserve, protect and prevent any loss or damage to the Documents of Title.

(c) The Borrower may not:

(i) create or permit to subsist any Security Interest on the Documents of Title or the Inventory; or

(ii) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, sell, transfer, licence, lease or otherwise dispose of any Document of Title or Inventory,

where this would be prohibited by the Facility Agreement or any other Finance Document.

(d) The Borrower acknowledges that the Documents of Title and/or Inventory shall be at its own risk.

4. Representations and warranties

The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of this Trust Receipt.

5. Security Agent's powers

The Security Agent may, pending any sale of the Inventory, inspect the Documents of Title or the Inventory at any time, and the Borrower shall take all steps necessary to enable any such inspection to take place.

6. No Responsibility and Indemnity

(a) The Security Agent shall have no responsibility whatsoever for the existence, correctness, validity or sufficiency of the Documents of Title or the existence, character, quality, quantity, condition, packing, value or delivery of the Inventory.

(b) The Borrower indemnifies the each Secured Party on demand against all losses, actions, claims, costs, charges, expenses and liabilities whatsoever incurred by a Secured Party in the exercise of any of rights, remedies and powers conferred on by this Trust Receipt or occasioned by any breach by the Borrower of any of its obligations under this Trust Receipt or in connection with or arising out of the Security Agent's release to the Borrower of the Documents of Title and/or the Inventory or otherwise in relation to the Inventory.

7. Governing Law

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

This Trust Receipt has been executed by the Borrower and it shall take effect on the date set out on the first page.

Borrower

EXECUTED as a **DEED**

STEMCOR DISTRIBUTION LIMITED

By:

By:

SCHEDULE 1

DESCRIPTION OF DOCUMENTS OF TITLE AND RELATED GOODS

Document date	Description of Document	Document number	Description of goods to which the document relates

SIGNATORIES

Chargor

Executed as a deed by)
STEMCOR DISTRIBUTION)
LIMITED acting by)
ANDREW CHECKETTS)
, a director

[redacted]

In the presence of:

Witness signature: [redacted]

Witness name: CLAUDIA WILTON

Witness address: [redacted]

Security Agent [redacted]

COÖPERATIEVE RABOBANK U.A.

[redacted]

By: [redacted]

J.A. van der Horst
Senior Officer Syndicated Loans Agency
Rabobank
Proxy AB

Rabobank

[redacted]

Rabobank

S. Jurjens-Schoonhoven
Senior Officer Syndicated Loans Agency

Rabobank

Proxy AB