



Registration of a Charge

Company name: **SWISSPORT GROUP UK LIMITED**

Company number: **00924991**



X9YZ9TH5

Received for Electronic Filing: **24/02/2021**

Details of Charge

Date of creation: **16/02/2021**

Charge code: **0092 4991 0016**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **N/A**

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

Certified by:

SHEARMAN & STERLING (LONDON) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 924991

Charge code: 0092 4991 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2021 and created by SWISSPORT GROUP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th February 2021 .

Given at Companies House, Cardiff on 25th February 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

WHITE & CASE

Dated 16 February 2021

Supplemental Debenture

between

Flightcare Multiservices UK Limited

Swissport Group UK Limited

Swissport Cargo Services UK Ltd

Swissport GB Limited

Swissport Fuelling Ltd

Swissport Ltd

Swissport UK Holding Limited

Heathrow Cargo Handling Limited
as the Chargors

and

GLAS Trust Corporation Limited
as Collateral Agent

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

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This Supplemental Debenture Deed (the “Deed”) is made on 16 February 2021

Between:

- (1) **Flightcare Multiservices UK Limited** (a company incorporated in England and Wales with registration number 00732832),
 - (2) **Swissport Group UK Limited** (a company incorporated in England and Wales with registration number 00924991),
 - (3) **Swissport GB Limited** (a company incorporated in England and Wales with registration number 00509585),
 - (4) **Swissport Cargo Services UK Ltd** (a company incorporated in England and Wales with registration number 02719480),
 - (5) **Swissport Fuelling Ltd** (a company incorporated in England and Wales with registration number 05282071),
 - (6) **Swissport Ltd** (a company incorporated in England and Wales with registration number 03810974),
 - (7) **Swissport UK Holding Limited** (a company incorporated in England and Wales with registration number 07466896), and
 - (8) **Heathrow Cargo Handling Limited** (a company incorporated in England and Wales with registration number 03076274)
- (together, the “Chargors”); and
- (9) **GLAS Trust Corporation Limited**, a financial institution constituted and existing under the laws of England and Wales, registered no: 07927175 with its principal place of business at 45 Ludgate Hill, London, EC4M 7JU, United Kingdom as trustee for the Secured Parties (the “Collateral Agent”).

Whereas:

- (A) Pursuant to an English law governed debenture dated 21 December 2020 between the Chargors as chargors and the Collateral Agent as collateral agent (the “Original Debenture”), the Chargors created Security for the Secured Obligations (as defined therein).
- (B) The Credit Agreement (as defined below) has been amended pursuant to an amendment agreement dated 1 February 2021 (which amends, *inter alia*, the principal amount of unsecured Indebtedness to be incurred by the Borrower or any of its Restricted Subsidiaries pursuant to the CARES Act (each as defined in the Credit Agreement)) (the “Amendment”). The Parties will also enter into the Revolving Credit Facility (as defined below) on or about the date of this Deed.
- (C) Pursuant to the Amendment and the Revolving Credit Facility (as defined below), the Chargors and the Collateral Agent consider that the Security over the Security Assets created under the terms of the Original Debenture secures payment of the Secured Obligations (as defined herein) but are entering into this Deed for the avoidance of doubt.
- (D) The Chargors are entering into this Deed in connection with the Secured Debt Documents.
- (E) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Secured Debt Documents.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

“**Acceleration Event**” means a Super Senior Acceleration Event, a Senior Facilities Acceleration Event, a Permitted Senior Financing Acceleration Event, a Second Lien Financing Acceleration Event and/or a Senior Parent Financing Acceleration Event, as the context requires.

“**Administrator**” means an administrator appointed under Schedule B1 to the Insolvency Act 1986.

“**Agreed Security Principles**” has the meaning given to the term “Agreed Security Principles” in the Secured Debt Documents.

“**Bank Accounts**” of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts in each case except to the extent to which they constitute Excluded Assets.

“**Book Debts**” of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind in each case except to the extent to which they constitute Excluded Assets.

“**Charged Assets**” means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets in each case except to the extent to which they constitute Excluded Assets.

“**Charges**” means all or any of the Security created or expressed to be created by or pursuant to this Deed.

“**Credit Agreement**” means the credit agreement dated 11 December 2020, as amended, restated, supplemented or otherwise modified from time to time, including pursuant to the Amendment, and made between, among others, Radar Bidco SARL as borrower, Radar Midco SARL as holdings, the financial institutions, institutional investors and other entities from time to time party thereto as lenders, Global Loan Agency Services Limited as administrative agent and the Collateral Agent as collateral agent.

“**Currency of Account**” means the currency in which the relevant indebtedness is denominated or, if different, is payable.

“**Delegate**” means a delegate or sub-delegate appointed under Clause 17.2 (*Delegation*).

“**Excluded Assets**” has the meaning given to such term in the Secured Debt Documents.

“**Fixtures**” means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

“**Insolvency Act**” means the Insolvency Act 1986.

“**Insurances**” of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest (other than third party liability, public liability, business interruption or loss of earnings, health, personal and social insurance) where the insured amount under such

policy or contract is in excess of EUR 5,000,000 (or other currency equivalent) and in each case except to the extent to which they constitute Excluded Assets.

“**Intellectual Property**” of a Chargor means all material trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) in each case except to the extent to which they constitute Excluded Assets *provided that* this shall not extend to licences and sub licences which under their terms prohibit the granting of security by the licensee or licensor.

“**Intercreditor Agreement**” means the intercreditor agreement dated 11 December 2020 between, *inter alios*, Radar Topco SARL as Original Investor and Original Third Party Security Provider, Radar Midco SARL as Parent, the companies listed therein as Original Debtors, Global Loan Agency Services Limited as Senior Facility Agent and GLAS Trust Corporation Limited as Collateral Agent, as amended, restated, supplemented and/or modified from time to time.

“**Investments**” of a Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest and except to the extent to which they constitute Excluded Assets.

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

“**Party**” means a party to this Deed.

“**Permitted Lien**” has the meaning given to such term it in the Secured Debt Documents.

“**Real Property**” means freehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) and in each case except to the extent to which they constitute Excluded Assets.

“**Receiver**” means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

“**Revolving Credit Facility**” means the super senior revolving credit facility agreement dated 16 February 2021 between, *inter alios*, Swissport International AG as borrower, the Collateral Agent as collateral agent, the financial institutions named therein as original lenders.

“Secured Obligations” has the meaning given to such term in the Intercreditor Agreement. For the avoidance of doubt, “Secured Obligations” shall include any obligations arising under the Revolving Credit Facility.

1.2 Construction

- (a) Any reference in this Deed to a “Secured Debt Document” or any other agreement or instrument is a reference to that Secured Debt Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any increase in, change in the purpose of, extension of, any facility or the addition of any new facility, made available under that Secured Debt Document or other agreement or instrument.
- (b) Unless otherwise expressly defined in this Deed or the context otherwise requires, terms and expressions defined in the Intercreditor Agreement have the same meaning when used in this Deed or any notice given under or in connection to this Deed.
- (c) The other provisions in clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Deed with all necessary changes.

1.3 Deed

This document is to take effect as a deed notwithstanding that the Collateral Agent has executed it under hand only.

1.4 Prohibitions on Assignment Etc.

If a Chargor is required to assign, charge, mortgage or otherwise secure any contract, asset or right under this Deed and the assignment, charge, mortgage or other security would contravene a prohibition or third party arrangement which is permitted by the Secured Debt Documents in any such contract, lease or arrangement with a third party:

- (a) the assignment, charge or other security will not take effect until the consent of that third party has been obtained;
- (b) subject to the Agreed Security Principles, that Chargor must use reasonable endeavours lawfully available to it to obtain the consent of the relevant party to charging any such contract, asset or right being secured under this Deed; and
- (c) this Security will to the extent not prohibited under the relevant contract or lease secure all amounts which that Chargor may receive, or has received, under that contract or in connection with that asset or right but exclude the contract, asset or right itself.

1.5 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.6 Intercreditor Agreement

This Deed shall be subject to the terms of the Intercreditor Agreement. The Collateral Agent shall hold and administer the security created under this Deed for the benefit of the Secured Parties subject to the terms of the Intercreditor Agreement. In the event of any inconsistency between this Deed and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

1.7 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Secured Debt Documents and other documents under which the Secured Obligations arise and of any side letters relating thereto between any Chargor and any of the

Secured Parties are incorporated herein to the extent required for any purported disposition of the Charged Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.8 Law of Property (Miscellaneous Provisions) Act 1994

The obligations of the Chargors under this Deed and any document entered into pursuant to this Deed shall be in addition to the covenants deemed to be included in this Deed or such other document by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.9 Collateral Agent

In the performance of the Collateral Agent's role under this Deed, the Collateral Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits (*mutatis mutandis*) as are conferred upon the Collateral Agent in the Intercreditor Agreement. The rights, powers and remedies herein provided are cumulative and not exclusive of any rights, powers or remedies provided in the Intercreditor Agreement.

2. Undertaking to Pay

2.1 Payment of Secured Obligations

Each Chargor shall pay each of its Secured Obligations when due in accordance with the terms of the relevant Secured Debt Document or, if they do not specify a time for payment, immediately on demand by the Collateral Agent.

2.2 Proportionate Payment

Each sum appropriated by the Collateral Agent in accordance with the Secured Debt Documents in or towards payment of a particular part of the Secured Obligations shall to the extent of that appropriation discharge each Chargor's obligations in respect of that part of the Secured Obligations both to any Secured Party to which the same is owed, and to the Collateral Agent.

3. Confirmation of Existing Security and Ranking

3.1 Confirmation of Existing Security

Each Chargor acknowledges, agrees and hereby confirms that:

- (a) notwithstanding: (i) entry into the Amendment and the amendments to the Credit Agreement contemplated thereby; (ii) entry into the Revolving Credit Facility; and (iii) the execution of this Deed, the Original Debenture remains in full force and effect and continues to secure all of the Secured Obligations (as defined in the Original Debenture) in favour of the Collateral Agent (as trustee for the Secured Parties) (as further described in, and upon the terms of, the Original Debenture) and was intended as and from the date thereof to secure the payment, discharge and performance of all of the Secured Obligations under or in relation to the Secured Debt Documents as amended and/or otherwise modified from time to time, including by way of the Amendment; and
- (b) for the avoidance of doubt, and further to Clause 3.2 (*Existence of Original Debenture*) below, the creation of the Security under the Original Debenture remains in full force and effect in accordance with its terms to secure the payment, discharge and performance of the Secured Obligations in favour of the Secured Parties on the terms set out therein.

3.2 Existence of Original Debenture

- (a) Notwithstanding any references to a “fixed charge”, a “floating charge” or any assets being free from any Security other than the security created by this Deed, the existence of and the Security created by the Original Debenture is acknowledged and there shall be no breach of this Deed or any other Secured Debt Document by reason of the Security created hereby ranking after the security created by the Original Debenture and such references shall be construed accordingly.
- (b) The Parties hereby confirm that it is the intention that this Deed does not affect the rights of the Secured Parties under the Original Debenture.

4. Fixed Charges

Each Chargor, with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Collateral Agent (as trustee for the Secured Parties) in each case except to the extent to which they constitute Excluded Assets:

- (a) by way of legal mortgage, all Real Property in England and Wales (including that described in Schedule 2 (*Real Property*)) now belonging to it;
- (b) by way of fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and
- (c) by way of fixed charge, all its present and future:
 - (i) Book Debts;
 - (ii) Bank Accounts (including the accounts described in Schedule 4 (*Bank Accounts*));
 - (iii) Investments (including the shares described in Schedule 3 (*Investments*));
 - (iv) uncalled capital and goodwill;
 - (v) Intellectual Property (including that described in the list required to be delivered in accordance with Clause 12.1(b));
 - (vi) beneficial interest in any pension fund;
 - (vii) all present and future plant, machinery, computer hardware, computer software, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computer hardware, computer software, vehicles, office or other equipment in its possession and the benefit of all contracts, licences and warranties relating to them (except that mortgaged or charged by paragraph (a) or (b) above); and
 - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits.

5. Assignments

Each Chargor, with full title guarantee and as security for the payment of all Secured Obligations, assigns in favour of the Collateral Agent (as trustee for the Secured Parties) its right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances), in each case to the extent such Insurances and related proceeds and benefits do not

constitute Excluded Assets and any such related proceeds and benefits are worth in excess of EUR 5,000,000 (or other currency equivalent).

6. Floating Charge

6.1 Creation

Each Chargor, with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Collateral Agent (as trustee for the Secured Parties) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 4 (*Fixed Charges*), except to the extent such assets constitute Excluded Assets).

6.2 Qualifying Floating Charge

- (a) The floating Charge created by each Chargor pursuant to Clause 6.1 (*Creation*) is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Collateral Agent may appoint an Administrator of any Chargor pursuant to that paragraph.

6.3 Ranking

The floating Charge created by each Chargor ranks:

- (a) behind all the fixed Charges created by that Chargor; but
- (b) in priority to any other Security over the Charged Assets of that Chargor except to the extent mandatorily preferred by law and except for Security ranking in priority in accordance with paragraph (f) of Schedule 1 (*Rights of Receivers*).

6.4 Conversion by Notice

The Collateral Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the relevant Chargor specifying the relevant Charged Assets (either generally or specifically):

- (a) if formal proceedings have commenced to effect any expropriation, attachment, sequestration, distress or execution against any Charged Assets which would give rise to an Event of Default and the Collateral Agent considers it necessary to do so in order to protect or preserve the Charges over the relevant Charged Asset and/or the priority of those Charges; or
- (b) if an Acceleration Event has occurred.

6.5 Automatic Conversion

If:

- (a) any Chargor takes any step to create any Security in breach of Clause 7.1 (*Negative Pledge*) over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets which would, upon such expropriation, attachment, sequestration, distress or execution give rise to an Event of Default (whether or not the Collateral Agent has served notice pursuant to paragraph (a) of Clause 6.4 (*Conversion by Notice*)),

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

7. Restrictions and Further Assurance

7.1 Negative Pledge

No Chargor shall create or permit to subsist any Security over any Charged Asset other than Permitted Liens.

7.2 Disposal

No Chargor shall (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset if such transaction is prohibited by the Secured Debt Documents.

7.3 Further Assurance

Each Chargor shall promptly do whatever the Collateral Agent reasonably requires:

- (a) (subject to the Agreed Security Principles) to perfect or protect the Charges or the priority of the Charges; or
- (b) following the occurrence of an Acceleration Event, to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Collateral Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Collateral Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

8. Real Property

8.1 Documents

Subject to the Agreed Security Principles, each Chargor shall deposit with the Collateral Agent, and the Collateral Agent shall be entitled to hold, all title deeds and documents relating to that Chargor's present and future Real Property which is the subject of a Charge under this Deed or any subsequent Transaction Security Document.

8.2 Existing Real Property

Subject to the Security Principles, in the case of a Chargor's existing Real Property in England and Wales which is the subject of a Charge under this Deed, that Chargor shall:

- (a) promptly apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and registration of that Chargor as proprietor of that Real Property;
- (b) promptly apply to the Land Registry to register the legal mortgage created by paragraph (a) of Clause 4 (*Fixed Charges*) and notice of all other Charges;
- (c) promptly submit to the Land Registry the duly completed Form RX1 requesting a restriction in the form specified by the Collateral Agent to be entered on the register of the title to that Real Property in respect of the Charge created by paragraph (a) of Clause 4 (*Fixed Charges*); and

(d) promptly pay all appropriate registration fees, subject to the Security Principles,

or, subject to the Security Principles, if the Collateral Agent gives notice to that Chargor that the Collateral Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Collateral Agent with all duly completed forms reasonably requested by the Collateral Agent and all appropriate registration fees, in each case as are necessary to effect such registration.

8.3 Future Real Property

Subject to the Agreed Security Principles, in the case of a Chargor's future Real Property in England and Wales, which is the subject of a Charge under this Deed, that Chargor shall:

- (a) promptly apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and registration of that Chargor as proprietor of that Real Property;
- (b) promptly apply to the Land Registry to register the fixed equitable charge created by paragraph (b) of Clause 4 (*Fixed Charges*);
- (c) promptly apply to the Land Registry requesting a restriction in the form specified by the Collateral Agent to be entered on the register of the title to that Real Property in respect of the Charge created by paragraph (b) of Clause 4 (*Fixed Charges*); and
- (d) promptly pay all appropriate registration fees, subject to the Agreed Security Principles,

or, subject to the Agreed Security Principles, if the Collateral Agent gives notice to a Chargor that the Collateral Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Collateral Agent with all duly completed forms reasonably requested by the Collateral Agent and all appropriate registration fees, in each case as are necessary to effect such registration.

8.4 Unregistered Real Property

In the case of a Chargor's Real Property in England and Wales, both present and future, which is not registered at the Land Registry and is not required to be so registered, that Chargor will, subject to the Agreed Security Principles, promptly apply to register this Deed and the Charges at the Land Charges Registry if the title deeds and documents are not deposited with the Collateral Agent.

8.5 Legal Charge

Subject to the Agreed Security Principles, as security for the Secured Obligations, each Chargor shall promptly execute and deliver to the Collateral Agent (substantially in the form of this Deed or such other form agreed between the relevant Chargor and the Collateral Agent (acting reasonably)) such legal charge of such of its Real Property from time to time in England and/or Wales as the Collateral Agent requires in connection with any Real Property acquired after the date of this Deed. The relevant Chargor shall promptly apply to the Land Registry for registration of any such legal charge in the same way as set out in paragraphs (a) to (d) of Clause 8.2 (*Existing Real Property*), unless the Collateral Agent gives notice to that Chargor in relation to registration of such legal charge in the same way as set out in Clause 8.2 (*Existing Real Property*).

8.6 Title Information Document

On completion of the registration of any Charge pursuant to this Clause 8, the relevant Chargor shall promptly supply to the Collateral Agent a certified copy of the relevant Title Information Document issued by the Land Registry.

9. Book Debts

9.1 Prior to an Acceleration Event

Prior to an Acceleration Event, each Chargor shall be free to deal with all Book Debts in the ordinary course of the Chargor's business.

9.2 After an Acceleration Event

Upon the occurrence of an Acceleration Event:

- (a) each Chargor shall promptly collect all Book Debts which are the subject of a Charge under this Deed and shall hold the proceeds of collection on trust for the Secured Parties; and
- (b) each Chargor shall immediately pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts which are the subject of a Charge under this Deed) into a Bank Account (or, if one or more Bank Accounts have been designated for this purpose by the Collateral Agent, the relevant Bank Account(s)). The Collateral Agent may designate different Bank Accounts for different moneys.

9.3 Restrictions on Dealing with Book Debts

Without prejudice and in addition to Clauses 7.1 (*Negative Pledge*), 7.2 (*Disposal*) and 7.3 (*Further Assurance*):

- (a) except for the Charges, no Chargor shall create nor permit to subsist any Security over all or any part of any of its Book Debts which are the subject of a Charge under this Deed other than Permitted Liens; and
- (b) except as required by Clause 7.3 (*Further Assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts which are the subject of a Charge under this Deed,

if, in each case, such Security or transaction is prohibited by the Secured Debt Documents.

10. Bank Accounts

10.1 Withdrawals

No Chargor shall make any withdrawal from any Bank Account which is the subject of a Charge under this Deed except:

- (a) prior to an Acceleration Event, if such withdrawal is not prohibited by the Secured Debt Documents; or
- (b) after an Acceleration Event, with the prior consent of the Collateral Agent.

If an amount is withdrawn from a Bank Account in circumstances not prohibited by this Clause 10.1, that amount shall be automatically released from the fixed Charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account and which is the subject of a Charge under this Deed which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed Charge on that Bank Account.

10.2 Restrictions on Dealing with Bank Accounts

Without prejudice and in addition to Clauses 7.1 (*Negative Pledge*), 7.2 (*Disposal*) and 7.3 (*Further Assurance*):

- (a) except for the Charges, no Chargor shall create or have outstanding any Security over all or any part of any of its Bank Accounts which are the subject of a Charge under this Deed other than Permitted Liens; and
- (b) except as required by Clause 7.3 (*Further Assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts which are the subject of a Charge under this Deed if such transaction is prohibited by the Secured Debt Documents.

10.3 Notice of Charge

Each Chargor shall within five Business Days of the date of this Deed notify the bank or financial institution at which its Bank Accounts are held of the Charges in paragraph (c)(ii) of Clause 4 (*Fixed Charges*) substantially in the form set out in Schedule 5 (*Form of Notice/ Acknowledgement of Charge of Bank Account*) (or such other form as may be agreed between the Chargors and the Collateral Agent (acting reasonably)) and shall for a period of not longer than 20 Business Days from the date of such notice use its reasonable endeavours to procure that each recipient of any such notice signs and returns as soon as reasonably practicable an acknowledgment of receipt of such notice substantially in the form set out in Schedule 5 (*Form of Notice/ Acknowledgement of Charge of Bank Account*).

11. Investments

11.1 Documents

Each Chargor shall, subject to the Agreed Security Principles:

- (a) except to the extent already held by the Collateral Agent or the Collateral Agent notifies the Chargors from time to time to the contrary, deposit with the Collateral Agent, or as it directs, all certificates representing its Investments which are the subject of a Charge under this Deed; and
- (b) execute and/or deliver to the Collateral Agent such other documents relating to its Investments which are the subject of a Charge under this Deed, including transfers of such Investments executed in blank, as the Collateral Agent reasonably requires to perfect the Charges over such Investments pursuant to this Deed.

11.2 Voting and Distributions before Enforcement

Subject to Clause 11.3 (*Voting and Distributions after Enforcement*), each Chargor shall be entitled to (i) exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit and (ii) receive and retain all dividends, distributions and other monies paid on or derived from its Investments to the extent not prohibited by the Secured Debt Documents.

11.3 Voting and Distributions after Enforcement

- (a) Following the occurrence of an Acceleration Event the Collateral Agent or any applicable Receiver may, at its discretion (in the name of the relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor) but shall not be obliged, to receive and retain all dividends, distributions and other moneys

paid on the Investments and apply the same in accordance with the provisions of the Intercreditor Agreement.

- (b) Following the occurrence of an Acceleration Event and subject to the Collateral Agent or any applicable Receiver giving prior notice that this Clause 11.3(b) applies:
 - (i) The Collateral Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment which is the subject of a Charge under this Deed in such manner as it considers fit as if it were the sole beneficial owner of the Investment (including all powers given to trustees under Part II of the Trustee Act 2000) and receive and retain all dividends, distributions and other monies in respect of such Investments (to be applied in accordance with the provisions of the Intercreditor Agreement) in such manner as it or he sees fit; and
 - (ii) each Chargor shall comply or procure the compliance with any directions of the Collateral Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Collateral Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights,

provided that in the absence of prior notice from the Collateral Agent or any applicable Receiver to the relevant Chargor that this Clause 11.3(b) applies, the relevant Chargor may and shall continue to hold the Investments and exercise all voting rights and any other rights and powers in relation to the Investments in accordance with Clause 11.2 (*Voting and Distributions before Enforcement*) above.

11.4 Power of Attorney

If any Investment of a Chargor, which is the subject of a Charge under this Deed, is not held in that Chargor's name, the relevant Chargor shall on or after an Acceleration Event, promptly deliver or procure the delivery to the Collateral Agent of an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by the person in whose name that Investment is held. That power of attorney shall appoint the Collateral Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Collateral Agent requires.

11.5 People with Significant Control Regime

- (a) Each Chargor shall:
 - (i) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in England and Wales whose shares are Investments subject to the Security created by this Deed (a "Charged Company"); and
 - (ii) promptly provide the Collateral Agent with a copy of that notice.
- (b) A Chargor shall, in respect of any Charged Company of which that Chargor is a direct shareholder, provide either:
 - (i) a certificate of an authorised signatory of the Chargor certifying that:
 - (A) it has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from that Charged Company; and

- (B) no “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of those Investments,

together with a copy of the “PSC register” (within the meaning of section 790C(10) of the Companies Act 2006) of that Charged Company, which is certified by an authorised signatory of the Chargor to be correct, complete and not amended or superseded as at the date of this deed; or

- (ii) a certificate of an authorised signatory of the Chargor certifying that such Charged Company is not required to comply with Part 21A of the Companies Act 2006.

12. Intellectual Property

12.1 Documents

Each Chargor shall:

- (a) execute and/or deliver to the Collateral Agent:
 - (i) within 20 Business Days from the date of this Deed, a list of the material Intellectual Property (the “IP Asset List”) charged under this Deed; and
 - (ii) following the delivery of the IP Asset List, such documents relating to its Intellectual Property charged under this Deed as the Collateral Agent reasonably requires in accordance with the Agreed Security Principles; and
- (b) promptly following the delivery to the Collateral Agent of the IP Asset List, to the extent required, each Chargor shall make the appropriate filings at the relevant intellectual property registers to update the ownership details in respect of the items specified in the IP Asset List and will notify the Collateral Agent upon making such filing.

12.2 Dealings with Intellectual Property

Prior to an Acceleration Event, each Chargor shall be free to deal with its Intellectual Property except to the extent prohibited by the Secured Debt Documents.

13. Insurance

13.1 Documents

Each Chargor shall promptly execute and/or deliver to the Collateral Agent a copy of such insurance policies effected by it and the related premium receipts, and of such other documents relating to the Insurances which are the subject of a Charge under this Deed, as the Collateral Agent reasonably requires in accordance with the Agreed Security Principles.

13.2 Notice of Assignment

On or after an Acceleration Event, each Chargor shall give notice to the counterparty, or counterparties to the Insurances of the assignments in Clause 5 (*Assignments*) substantially in the form set out in Schedule 6 (*Forms of Notice of Assignment of Insurances*) (or such other form as is acceptable to the Collateral Agent) and shall use its reasonable endeavours to obtain an acknowledgement of that notice within 20 Business Days of service.

14. Representations and Warranties

Each Chargor represents and warrants to the Collateral Agent on the date of this Deed that it is the sole legal and beneficial owner of the Charged Assets free from any Security other than the Permitted Liens.

15. Enforcement

15.1 When Enforceable

As between the Chargors and the Collateral Agent the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed, shall be exercisable, following the occurrence of an Acceleration Event.

15.2 Power of Sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgages by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

15.3 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed.

16. Appointment and Rights of Receivers

16.1 Appointment of Receivers

If:

- (a) requested by any Chargor; or
- (b) an Acceleration Event has occurred (whether or not the Collateral Agent has taken possession of the Charged Assets),

without any notice or further notice, the Collateral Agent may, by deed, or otherwise in writing signed by any officer or manager of the Collateral Agent or any person authorised for this purpose by the Collateral Agent, appoint one or more persons to be a Receiver. The Collateral Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the Collateral Agent appoints more than one person as Receiver, the Collateral Agent may give those persons power to act either jointly or severally.

16.2 Scope of Appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 1 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

16.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 16 shall have the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act, and shall also have the rights set out in Schedule 1 (*Rights of Receivers*).

16.4 Agent of a Chargor

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

16.5 Remuneration

The Collateral Agent may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

17. Collateral Agent's Rights

17.1 Same Rights as Receiver

Any rights conferred by any Secured Debt Document upon a Receiver may be exercised by the Collateral Agent, or to the extent permitted by law, an Administrator after the Charges become enforceable under the terms hereof, whether or not the Collateral Agent shall have taken possession or appointed a Receiver of the Charged Assets.

17.2 Delegation

The Collateral Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period any of the rights, powers or discretions vested in it under this Deed. That delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that the Collateral Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct, omission or default on the part of any such delegate or sub delegate.

17.3 Financial Collateral Arrangement

To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "Regulations")) the Collateral Agent shall have the right (at any time after an Acceleration Event):

- (a) to use and dispose of any Charged Asset which constitutes "financial collateral" (as defined in the Regulations ("Financial Collateral")), in which case the Collateral Agent shall comply with the requirements of the Regulations as to obtaining "equivalent financial collateral" (as defined in the Regulations); and
- (b) (at any time after the Charges become enforceable) to appropriate any Charged Asset which constitutes Financial Collateral in or towards satisfaction of the Secured Obligations in accordance with the Regulations.

18. Order of Distributions

All amounts received or recovered by the Collateral Agent or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in clause 19.1 (*Order of Application*) of the Intercreditor Agreement.

19. Liability of Collateral Agent, Receivers and Delegates

19.1 Possession

If the Collateral Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 19.2 (*Collateral Agent's liability*), the Collateral Agent shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of any Chargor.

19.2 Collateral Agent's Liability

Neither the Collateral Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor, any Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Collateral Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Secured Debt Documents except to the extent caused by its or his own gross negligence or wilful misconduct.

20. Power of Attorney

20.1 Appointment

Each Chargor by way of security irrevocably appoints the Collateral Agent, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time (i) on or after an Acceleration Event or (ii) if a Chargor has failed to comply with a further assurance or perfection obligation within 10 Business Days of the earlier of awareness and receiving notice of that failure and being requested to comply, and in such manner as the attorney thinks fit:

- (a) to do anything which that Chargor is obliged to do (but has not done) under any Secured Debt Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets); and
- (b) on or after an Acceleration Event, to exercise any of the rights conferred on the Collateral Agent, any Receiver or any Delegate in relation to the Charged Assets or under any Secured Debt Document, the LPA or the Insolvency Act.

20.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise (in accordance with the rights conferred on it hereunder) of the power of attorney granted by it in Clause 20.1 (*Appointment*).

21. Protection of Third Parties

21.1 No Duty to Enquire

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

- (a) whether the rights conferred by or pursuant to any Secured Debt Document are exercisable;

- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or
- (d) as to the application of any money borrowed or raised.

21.2 Protection to Purchasers

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Collateral Agent, any other Secured Party, any Receiver or any Delegate.

22. Saving Provisions

22.1 Continuing Security

Subject to Clause 23 (*Discharge of Security*), the Charges are 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.

22.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of a Chargor or any Debtor or any security for those obligations or otherwise) is made 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 each Chargor and each Debtor and the Charges shall continue or be reinstated as if the payment, discharge, release or arrangement had not occurred.

22.3 Waiver of Defences

Neither the obligations of each Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause 22, would reduce, release or prejudice any of its obligations under any Secured Debt Document of any of the Charges (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with any Chargor, any Debtor or other person;
- (b) the release of any Chargor, any Debtor or any other person under the terms of any composition or arrangement with any creditor of any member of the 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 Chargor, any Debtor or other person or 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, any Debtor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Secured Debt 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 Secured Debt Document or other document or security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Debt Document or any other document or security;
- (g) any insolvency or similar proceedings; or
- (h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Debtor or other person under any Secured Debt Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.

22.4 Immediate Recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Secured Debt Document to the contrary.

22.5 Appropriations

Until all the Secured Obligations have been irrevocably paid in full and all facilities which might give rise to Secured Obligations have terminated, each Secured Party (or any trustee or agent on its behalf) may:

- (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 those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

22.6 Deferral of Chargors' Rights

Until all the Secured Obligations have been irrevocably paid in full and all facilities which might give rise to Secured Obligations have terminated and unless the Collateral Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Secured Debt Documents or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by any Debtor;
- (b) to claim any contribution from any Debtor which has provided Security or guarantor of any Debtor's obligations under the Debt Documents;
- (c) 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 Secured Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Secured Debt Documents by any Secured Party;
- (d) to bring legal proceedings for an order requiring any Debtor to make any payment, or perform any obligation in respect of which any Chargor has given a guarantee, undertaking or indemnity;
- (e) to exercise any right of set-off against any Debtor unless permitted by the Secured Debt Documents; and/or

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

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Debtors under or in connection with the Secured Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Collateral Agent or as the Collateral Agent may direct for application in accordance with Clause 18 (*Order of Distributions*).

22.7 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party.

22.8 Tacking

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

23. Discharge of Security

23.1 Final Redemption

Subject to Clause 23.2 (*Retention of Security*), if the Collateral Agent is satisfied that all the Secured Obligations have been irrevocably paid in full and have been finally discharged, the Collateral Agent shall at the request and cost of the Chargors release, reassign or discharge (as appropriate) the Charged Assets from the Charges.

23.2 Retention of Security

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

23.3 Consolidation

Section 93 of the LPA shall not apply to the Charges.

24. Payments

24.1 Certificates

A certificate, determination, notification or opinion of the Collateral Agent or any other Secured Party as to the amount of the Secured Obligations or any other matter connected with this Deed or the Charges shall, in the absence of manifest error, be conclusive evidence of the matters to which it relates.

24.2 Payments

All payments by the Chargors under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Collateral Agent may direct.

24.3 Continuation of Accounts

At any time after:

- (a) the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets; or
- (b) the presentation of a petition or the passing of a resolution in relation to the winding-up of a Chargor,

any Secured Party may open a new account in the name of the relevant Chargor with that Secured Party (whether or not it permits any existing account to continue). If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Secured Debt Document to which that Chargor is party.

25. Rights, Waivers and Determinations

25.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Secured Debt Document, the terms of that Secured Debt Document shall prevail.

25.2 Exercise of Rights

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, Receiver or Delegate, any right or remedy under any Secured Debt Document shall operate as a waiver, nor shall 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 the Secured Debt Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

25.3 Determinations

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

26. Separate and Independent Obligations

Without prejudice to Clause 1.4 (*Prohibitions on Assignment Etc.*), the Security created by each Chargor by or in connection with any Secured Debt Document is separate from and independent of the Security created or intended to be created by any other Chargor by or in connection with any Secured Debt Document.

27. 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.

28. Governing Law

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

In Witness Whereof the parties hereto have caused this Deed to be duly executed as a deed and delivered on the date first written above.

[Remainder of page left intentionally blank]

Schedule 1

Rights of Receivers

Any Receiver appointed pursuant to Clause 16 (*Appointment and Rights of Receivers*) shall have the right, either in his own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

(a) **Enter into Possession**

to take possession of, get in and collect the Charged Assets, and to require payment to him or to any Secured Party of any Book Debts or credit balance on any Bank Account;

(b) **Carry on Business**

to manage and carry on any business of that Chargor;

(c) **Contracts**

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

(d) **Deal with Charged Assets**

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

(e) **Hive Down**

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

(f) **Borrow Money**

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise);

(g) **Covenants and Guarantees**

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them;

(h) **Dealings with Tenants**

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph (e) (*Hive down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets);

(i) Rights of Ownership

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

(j) Insurance, Repairs, Improvements Etc.

to insure the Charged Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets;

(k) Claims

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

(l) Legal Actions

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

(m) Redemption of Security

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

(n) Employees Etc.

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor;

(o) Insolvency Act

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

(p) Other Powers

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Secured Debt Document to which the relevant Chargor is party, the LPA or the Insolvency Act.

Schedule 2

Real Property

None

Schedule 3

Investments

Chargor	Company in which shares are held
SWISSPORT UK HOLDING LIMITED	8,685,000 £0.00001 Deferred shares and 235,236 £0.10 Ordinary in SWISSPORT LTD 4,250,000 £1.00 ordinary shares in SWISSPORT CARGO SERVICES UK LTD 12,251,461 £0.25 ordinary shares in SWISSPORT GROUP UK LIMITED
SWISSPORT GROUP UK LIMITED	27,010,100 £1.00 ordinary shares in SWISSPORT GB LIMITED 400,000 £1.00 A ordinary and 400,000 £1.00 B ordinary shares in HEATHROW CARGO HANDLING LIMITED
SWISSPORT GB LIMITED	34,445 £1.00 ordinary shares in FLIGHTCARE MULTI SERVICES UK LIMITED 1 £1.00 ordinary shares in SWISSPORT FUELLING LTD 1 £1.00 ordinary shares in SWISSPORT STANSTED LTD 1 £1.00 ordinary shares in SWISSPORT FUELLING SERVICES UK LTD

Schedule 4 Bank Accounts

<u>CHARGOR</u>	<u>BANK</u>	<u>ACCOUNT NUMBER</u>	<u>CURRENCY</u>
SWISSPORT GROUP UK LIMITED	Barclays Bank PLC	████████	GBP
SWISSPORT GB LIMITED	Barclays Bank PLC	████████	GBP
		████████	USD
		████████	GBP
		████████	EUR
		████████	EUR
SWISSPORT UK HOLDING LIMITED	Barclays Bank PLC	████████	GBP
SWISSPORT LTD	Barclays Bank PLC	████████	GBP
SWISSPORT CARGO SERVICES UK LTD	Barclays Bank PLC	████████	GBP
		████████	EUR
HEATHROW CARGO HANDLING LTD	Barclays Bank PLC	████████	GBP
		████████	GBP
FLIGHTCARE MULTISERVICES LIMITED	Barclays Bank PLC	████████	GBP
		████████	GBP

Schedule 5

Form of Notice/Acknowledgement of Charge of Bank Account

To: [Institution where Charged Account is held]

[Address]

[Date]

Dear Sirs

1. Barclays Bank PLC (the “Collateral Agent”) and [●] (the “Chargor”) give notice that, by a charge contained in a fixed and floating security document dated [●] between, *inter alios*, the Chargor and the Collateral Agent, the Chargor charged to the Collateral Agent all its present and future right, benefit, title and interest in and to the account(s) with you listed below (the “Charged Account(s)”), including all moneys which may at any time be standing to the credit of any Charged Account.

Name of Charged Account	Account number
[●]	[●]

2. You are authorised and instructed, without requiring further approval from the Collateral Agent that, despite the charge over the Charged Account referred to above or the making of any payment by you to the Collateral Agent under or in connection with it, that:
 - (a) the Chargor shall remain entitled to exercise all its rights, power and discretions under the Charged Account; and
 - (b) you should continue to apply any amounts standing to the credit of the Charged Account or release any monies from the Charged Account as directed by the Chargor,in each case unless and until you receive written notice from the Collateral Agent to the contrary which states the security under the fixed and floating security document detailed above has become enforceable, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Collateral Agent or as it directs.
3. You agree that, following notice from the Collateral Agent which states that the security under the fixed and floating security document detailed above has become enforceable, you will:
 - (a) disclose to the Collateral Agent if it so requests (without any reference to or further authority from the Chargor and without any enquiry by you as to the justification for such disclosure) such information relating to any Charged Account as the Collateral Agent may from time to time request; and
 - (b) unconditionally and irrevocably waive all rights of set-off, lien, counterclaim, combination or consolidation of accounts, security interest in respect of any Charged Account and similar rights (however described) which you may have now or in the future in respect of each of the Charged Accounts or the balance thereon to the extent that such rights relate to amounts owed to you by the Chargor.
4. This authority and instruction is irrevocable without the prior written consent of the Collateral Agent.
5. This Notice of Charge and any non-contractual obligations arising out of or in connection therewith are governed by English law.

Please acknowledge receipt of this Notice of Charge, and confirm that you will comply with the provisions of this Notice of Charge, by signing the acknowledgement on the attached copy of this Notice of Charge and returning that copy to the Collateral Agent at 45 Ludgate Hill, London EC4M 7JU, United Kingdom, marked for the attention of Transaction Management Group (Swissport TRN00001326).

Yours faithfully

For and on behalf of
GLAS Trust Corporation Limited
as Collateral Agent

For and on behalf of
[●]
as Chargor

[On duplicate]

1. We acknowledge receipt of the Notice of Charge of which this is a copy, confirm each of the matters referred to in the Notice of Charge and agree to comply with its terms.
2. We confirm that we have not received any other notice of charge or notice that any other person claims any rights or has any interest in respect of any Charged Account,
3. This Acknowledgement of Charge and any non-contractual obligations arising out of or in connection therewith are governed by English law.

Yours faithfully

For and on behalf of
[*Institution where Charged Account is held*]

Dated:
cc. [Chargor]

Schedule 6

Forms of Notice of Assignment of Insurances

[Date]

To: [The Insurers] (the “Insurer”)

Address:

GLAS Trust Corporation Limited (the “Collateral Agent”) and [●] (the “Assignor”) give notice that by an assignment contained in a fixed and floating security document dated [●] between, *inter alios*, the Assignor and the Collateral Agent, the Assignor assigned to the Collateral Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the insurances, details of which are set out in the attached schedule (the “Insurances”). The security under the fixed and floating security document has become enforceable.

1. Insurances Other Than Third Party Insurance

All moneys payable by you to the Assignor in respect of the Insurances other than third party Insurances shall be paid to Account No. [●] entitled [●] with [●], unless and until you receive written notice from the Collateral Agent to the contrary, in which event you should make all future payments as then directed by the Collateral Agent.

2. Irrevocable Authority

This authority and instruction is irrevocable without the prior written consent of the Collateral Agent.

This notice shall be binding upon the successors and assigns of each of the Insurer and the Assignor and shall inure to the benefit of and be enforceable by the Collateral Agent and its successors and assigns.

The Notice of Assignment and your acknowledgement shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this Notice of Assignment, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this Notice of Assignment, by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Collateral Agent at 45 Ludgate Hill, London EC4M 7JU, United Kingdom, marked for the attention of Transaction Management Group (Swissport TRN00001326).

For and on behalf of
GLAS Trust Corporation Limited
as Collateral Agent

[●]

For and on behalf of
[Name of Assignor]
as Assignor

[●]

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or notice that any other person claims any rights in respect of the Insurances.

For and on behalf of
[The Insurer]

Date:

Signatures

Chargors

**Signed as a Deed by Flightcare
Multiservices UK Limited** acting by
Nicholas Feaviour in the presence of:

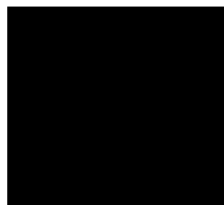
}



Name: Kathrin Arnhold
Address: c/o Swissport International Flughafenstrasse 55, 8152 Opfikon
Occupation: Executive Assistant

Signed as a Deed by Swissport Group UK Limited, acting by Nicholas Feaviour in the presence of:

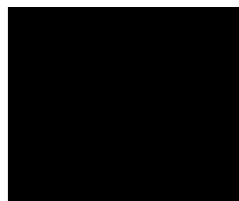
}



Name: Kathrin Arnhold
Address: c/o Swissport International Flughafenstrasse 55, 8152 Opfikon
Occupation: Executive Assistant

Signed as a Deed by Swissport GB Limited,
acting by Nicholas Feaviour in the presence
of:

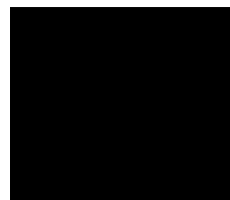
}



Name: Kathrin Arnhold
Address: c/o Swissport International Flughafenstrasse 55, 8152 Opfikon
Occupation: Executive Assistant

**Signed as a Deed by Swissport Cargo
Services UK Ltd, acting by**
Nicholas Feaviour in the presence of:

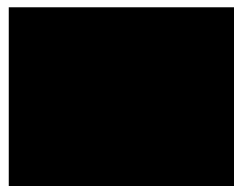
}



Name: Kathrin Arnhold
Address: c/o Swissport International Flughafenstrasse 55, 8152 Opfikon
Occupation: Executive Assistant

Signed as a Deed by Swissport Fuelling Ltd,
acting by Nicholas Feaviour in the presence
of:

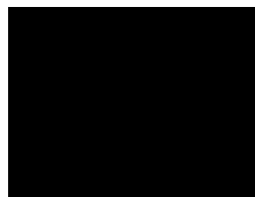
}



Name: Kathrin Arnhold
Address: c/o Swissport International Flughafenstrasse 55, 8152 Opfikon
Occupation: Executive Assistant

Signed as a Deed by Swissport Ltd, acting by
Nicholas Feaviour **in the presence of:**

}



Name: Kathrin Arnhold
Address: c/o Swissport International Flughafenstrasse 55, 8152 Opfikon
Occupation: Executive Assistant

Signed as a Deed by Swissport UK Holding Limited, acting by Nicholas Feavious in the presence of:

}



Name: Kathrin Arnhold
Address: c/o Swissport International Flughafenstrasse 55, 8152 Opfikon
Occupation: Executive Assistant

**Signed as a Deed by Heathrow Cargo
Handling Limited, acting by**
Nicholas Feaviour in the presence of:

}



Name: Kathrin Arnhold
Address: c/o Swissport International Flughafenstrasse 55, 8152 Opfikon
Occupation: Executive Assistant

Collateral Agent

Signed by a duly authorised representative for
and on behalf of **GLAS Trust Corporation**
Limited acting by



Emma Batchelor
Transaction Manager

Address: 45 Ludgate Hill
London
EC4M 7JU

Email: tmg@glas.agency

Attention: Transaction Management Group (Swissport TRN00001326)