



**Registration of a Charge**

Company Name: **VALTRIS SPECIALTY CHEMICALS LIMITED**

Company Number: **00995767**



Received for filing in Electronic Format on the: **05/08/2022**

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**Details of Charge**

Date of creation: **01/08/2022**

Charge code: **0099 5767 0012**

Persons entitled: **CERBERUS BUSINESS FINANCE AGENCY, LLC**

Brief description: **LAND ON THE NORTH SIDE OF THE MANCHESTER SHIP CANAL, ECCLES (TITLE NUMBER GM644665) AND OTHER REAL PROPERTY AS DEFINED IN THE INSTRUMENT. TRADEMARK AKCROSTAB REGISTERED IN THE UK WITH REGISTRATION NUMBER UK00800882266 ON 24 MAY 2007 AND OTHER INTELLECTUAL PROPERTY RIGHTS AS DEFINED IN THE INSTRUMENT. FOR MORE DETAILS (INCLUDING EXCLUSIONS) PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**SQUIRE PATTON BOGGS (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 995767

Charge code: 0099 5767 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2022 and created by VALTRIS SPECIALTY CHEMICALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2022 .

Given at Companies House, Cardiff on 8th August 2022

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



**Companies House**



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

DATED 1 August 2022

**THE PERSONS LISTED IN SCHEDULE 1 TO THIS  
DEBENTURE** (1)

and

**CERBERUS BUSINESS FINANCE AGENCY, LLC** (2)

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**DEBENTURE**

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## CONTENTS

1	DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS .....	1
2	COVENANT TO PAY .....	7
3	FIXED SECURITY .....	7
4	FLOATING CHARGE .....	10
5	FURTHER ASSURANCE .....	11
6	GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS .....	12
7	REAL PROPERTY UNDERTAKINGS .....	15
8	INSURANCE UNDERTAKINGS .....	16
9	UNDERTAKINGS AS TO INVESTMENTS AND SHARES .....	17
10	UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS.....	21
11	UNDERTAKINGS AS TO ACCOUNT PROCEEDS .....	22
12	UNDERTAKINGS AS TO INTELLECTUAL PROPERTY RIGHTS.....	22
13	RIGHTS OF THE COLLATERAL AGENT .....	22
14	EXONERATION .....	24
15	APPOINTMENT OF RECEIVER OR ADMINISTRATOR .....	25
16	RECEIVER'S POWERS .....	26
17	PROTECTION OF PURCHASERS .....	26
18	POWER OF ATTORNEY AND DELEGATION .....	27
19	APPLICATION OF MONIES RECEIVED UNDER THIS DEBENTURE.....	27
20	RELEASE OF SECURITY .....	28
21	AMOUNTS PAYABLE .....	29
22	POWER OF SEVERANCE .....	29
23	REPRESENTATIONS AND WARRANTIES .....	29
24	NEW ACCOUNTS .....	31
25	COLLATERAL AGENT AS TRUSTEE.....	31
26	MISCELLANEOUS .....	33

27	CALCULATIONS .....	35
28	NOTICES .....	35
29	COUNTERPARTS .....	36
30	GOVERNING LAW .....	36
31	ENFORCEMENT .....	36
	SCHEDULE 1 CHARGORS .....	38
	SCHEDULE 2 DETAILS OF CERTAIN ASSETS .....	39
	SCHEDULE 3 FORM OF NOTICE .....	52
	SCHEDULE 4 NOTICE TO ACCOUNT BANK .....	55
	SCHEDULE 5 .....	57
	ACKNOWLEDGEMENT OF ACCOUNT BANK.....	57

**DATE OF DEBENTURE**

**1 August 2022**

**PARTIES**

- (1) **THE PERSONS LISTED IN SCHEDULE 1 TO THIS DEBENTURE** (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **CERBERUS BUSINESS FINANCE AGENCY, LLC** whose office is at 875 Third Avenue, New York, NY 10022, USA as agent and trustee for itself and each of the other Secured Parties (the "**Collateral Agent**").

**INTRODUCTION**

- A The Lenders have agreed to provide credit to the Borrowers on the terms of the Financing Agreement.
- B The Chargors have agreed as a condition precedent to the Effective Date (as defined in the Financing Agreement) to provide security to the Collateral Agent (as agent and trustee for the Secured Parties) to secure the payment and discharge of the Secured Liabilities.

**IT IS AGREED THAT:**

**1 DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS**

**1.1 Definitions**

Terms defined in the Financing Agreement shall, unless otherwise defined in this Debenture or unless a contrary intention appears, bear the same meaning when used in this Debenture and the Introduction and the following terms shall have the following meanings in this Debenture and the Introduction:

**"Account Proceeds"** means all amounts (including interest) from time to time standing to the credit of any bank or other account of each Chargor with any bank, building society, financial institution or other person, including the bank accounts specified in Part 5 (*Bank Accounts*) of Schedule 2 (*Details of Certain Assets*), and the debts represented thereby.

**"Administrator"** means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage any Chargor's affairs, business and property.

**"Assigned Agreements"** means any present or future agreement, contract, deed, licence, undertaking, guarantee or other contract to which any Chargor is now or may in the future become a party, in each case, specified in Part 3 (*Assigned Agreements*) of Schedule 2 (*Details of Certain Assets*) or otherwise designated in writing between the applicable Chargor and the Collateral Agent from time to time.

**"Business Day"** has the meaning given to such term in the Financing Agreement.

**"Capitalized Lease"** has the meaning given to such term in the Financing Agreement.

**"Charged Assets"** means the assets mortgaged, charged or assigned pursuant to clauses 3 (*Fixed Security*) and 4.1 (*Creation of Floating Charge*).

**"Debts"** means all of a Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to that Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Lien, guarantee or other rights of any nature relating thereto and any proceeds of any of the above.

**"Environment"** means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

**"Environmental Law"** means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

**"Environmental Licence"** means any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Assets.

**"Event of Default"** has the meaning given to such term in the Financing Agreement.

**"Excluded Real Property"** has the meaning given to such term in clause 3.4 (*Excluded Collateral*).

**"Financing Agreement"** means the New York law financing agreement dated on or about the date of this Debenture and made between (1) Valor Parent LLC, (2) Acquisition Buyer Inc., (3) Polymer Additives Holdings, Inc., (4) Valor Acquisition Merger Sub Inc., (5) each of the other Guarantors (as defined therein) and Borrowers (as defined therein) from time to time party thereto, (6) the lenders from time to time party thereto as Lenders and (7) Cerberus Business Finance Agency, LLC as Collateral Agent and Administrative Agent.

**"Insurance Policies"** means all present and future contracts or policies of insurance (including life policies) in which a Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise) including but not limited to the policies of insurance, if any, specified in Part 6 (*Insurance Policies*) of Schedule 2 (*Details of Certain Assets*), but excluding any third party liability or public liability insurance and any directors and officers insurance.

**"Insurance Proceeds"** means all monies from time to time payable to any Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums.

**"Intellectual Property Rights"** means:

- (a) all of the property specified in Part 2 (*Intellectual Property*) of Schedule 2 (*Details of Certain Assets*) (if any); and
- (b) all other patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights (including software), database rights, domain names, know-how, trade secrets, inventions and other



intellectual property rights and interests (which may now or in the future exist), whether registered or unregistered, and the benefit of all applications and the rights to use such assets (which may now or in the future exist) and all Related Property Rights.

**"Intragroup Debt"** means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing due or incurred by the Loan Parties (or any of them), or any Subsidiary or Affiliate of any Loan Party, to a Chargor.

**"Intragroup Loan Agreement"** means any present or future agreement to which a Chargor is now or may in the future become a party evidencing or recording the terms of any Intragroup Debt.

**"Investments"** means all of a Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly by or to the order of a Chargor or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central Gilts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of a Chargor or whether the same have been delivered to or to the order of the Collateral Agent or its nominee including all Related Investment Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of a Chargor.

**"IP Licence"** means any written agreement or licence under which any Intellectual Property Right specified in Part 2 (*Intellectual Property*) of Schedule 2 (*Details of Certain Assets*) is licensed to or by any Chargor.

**"Lease"** has the meaning given to such term in the Financing Agreement insofar as it relates to the Real Property (as defined in this Debenture).

**"Lien"** means any mortgage, deed of trust, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

**"Loan"** has the meaning given to such term in the Financing Agreement.

**"Loan Document"** has the meaning given to such term in the Financing Agreement.

**"Loan Party"** has the meaning given to such term in the Financing Agreement.

**"LPA"** means the Law of Property Act 1925.

**"Material Adverse Effect"** has the meaning given to such term in the Financing Agreement.

**"Obligations"** has the meaning given to such term in the Financing Agreement.

**"Planning Acts"** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and any other enactment for the time being in force relating to the use, development and enjoyment of land and buildings (including section 96 of, and Schedules 13 and 14 to, the Environment Act 1995).

**"Post-Default Rate"** has the meaning given to such term in the Financing Agreement.

**"Rack Rent Leases"** means any real property leased or licensed by a Chargor in the UK where the lease or licence reserves an open market rent or licence fee and has an unexpired term of 10 years or less at (i) the date of this Debenture, or (ii) the date on which the relevant property is acquired by such Chargor.

**"Real Property"** means:

- (a) all of the freehold and leasehold property of each Chargor specified in Part 1 (*Real Property*) of Schedule 2 (*Details of Certain Assets*);
- (b) all freehold and/or leasehold property of each Chargor situate in England and Wales (other than any Rack Rent Leases and the property referred to in paragraph (a));
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraph (a) and paragraph (b) above; and
- (d) the Related Property Rights in relation to any of the property, assets or rights referred to in any of paragraph (a) to (c) (inclusive) above.

**"Receiver"** means any person appointed by the Collateral Agent to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Debenture.

**"Related Investment Rights"** means all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to any Investment and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Investments.

**"Related Property Rights"** means, where used in relation to a particular property, asset (or class of assets) or right, the following:

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein);
- (b) all Liens, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

**"Secured Liabilities"** means all monies, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 (*Covenant To Pay*).

**"Secured Party"** has the meaning given to such term in the Financing Agreement.

**"Security Period"** means the period from (and including) the date of this Debenture until the date on which all of the Secured Liabilities (whether actual or contingent) have been irrevocably and unconditionally paid and discharged in full.

**"Shares"** means all shares and other equity interests held by a Chargor from time to time in its Subsidiaries incorporated, formed or organised in or under the laws of England and Wales, including (without limitation) those shares listed in Part 4 (*Shares*) of Schedule 2 (*Details of Certain Assets*) in respect of which it is named as "Chargor shareholder" together with all Related Investment Rights and all Related Property Rights in respect thereof.

**"Subsidiary"** means a subsidiary within the meaning of section 1159 of the Companies Act 2006 or any person which falls within the definition of **"Subsidiary"** in the Financing Agreement.

**"VAT"** means United Kingdom Value Added Tax together with all interest and penalties relating thereto.

Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Debenture.

## 1.2 Construction and Third Party Rights

- (a) Unless a contrary indication appears, any reference in this Debenture to:
  - (i) the singular includes the plural and vice versa;
  - (ii) any **"Agent"**, **"Administrative Agent"**, **"Collateral Agent"**, any **"Lender"** or any **"Secured Party"** shall be construed so as to include their successors in title, permitted assigns and permitted transferees;
  - (iii) **"assets"** includes present and future properties, revenues and rights of every description;
  - (iv) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
  - (v) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (vi) a provision of law is a reference to that provision as amended or re-enacted;

- (vii) a Clause or a Schedule is a reference to a clause of or schedule to this Debenture;
  - (viii) this Debenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;
  - (ix) another agreement (including the Financing Agreement) shall be construed as a reference to such agreement as the same may have been modified, extended, amended, varied or supplemented or novated from time to time;
  - (x) references to any form of property or asset (including a Charged Asset) shall include a reference to all or any part of that property or asset); and
  - (xi) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly.
- (b) Clause and Schedule headings are for ease of reference only.
  - (c) The words **"other"**, **"or otherwise"** and **"whatsoever"** shall not be construed *eiusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to.
  - (d) For the avoidance of doubt, the term **"continuing"** in relation to an Event of Default shall be construed in the same way as in the Financing Agreement.
  - (e) The terms of this Debenture may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

### **1.3 Implied Covenants for Title**

The obligations of each Chargor under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

### **1.4 Effect as a Deed**

This Debenture is intended to take effect as a deed notwithstanding that the Collateral Agent may have executed it under hand only.

### **1.5 Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Charged Assets in this Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Loan Documents and of any side letters between the parties to this Debenture are incorporated into this Debenture.

### **1.6 Security Trust Provisions**

The Collateral Agent holds the benefit of this Debenture on trust for the Secured Parties in accordance with the Financing Agreement and the terms of clause 25 (*Collateral Agent as Trustee*).

## **2 COVENANT TO PAY**

### **2.1 Covenant to Pay Secured Liabilities**

Each Chargor covenants that it shall on demand pay to the Collateral Agent all monies and discharge all obligations and liabilities (including, without limitation, the Obligations) now or hereafter due, owing or incurred by it or any other Loan Party to any Secured Party under or pursuant to the Loan Documents (or any of them) in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Secured Party or purchased (whether by assignment or otherwise) or acquired in any other way by a Secured Party; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

### **2.2 Potential Invalidity**

Neither the covenant to pay in clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the obligation to pay interest pursuant to clause 2.3 (*Interest*) nor the security created by this Debenture shall extend to or include any liability or sum which would, but for this clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

### **2.3 Interest**

- (a) Each Chargor hereby agrees to pay to the Collateral Agent, to the extent permitted by law, in respect of any amount demanded from it in accordance with this Debenture (without double counting and to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between that Chargor and the relevant Secured Party, including, for the avoidance of doubt, the Financing Agreement) interest so long as an Event of Default has occurred and is continuing from first written demand by the Collateral Agent of that Chargor at the Post-Default Rate.
- (b) Such interest shall accrue on a daily basis from the demand by the Collateral Agent until the date such Event of Default is cured or waived in writing in accordance with the terms of the Financing Agreement.

## **3 FIXED SECURITY**

### **3.1 Creation of Fixed Security**

Each Chargor charges to the Collateral Agent by way of fixed charge (which so far as relates to the Real Property specified in Part 1 (*Real Property*) of Schedule 2 (*Details of Certain Assets*)) shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following:

- (a) the Real Property;

- (b) all present and future estates or interests of each Chargor in, or over, any freehold or leasehold real property (other than: (i) any Rack Rent Leases or (ii) any such real property effectively mortgaged under clause 3.1(a));
- (c) all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;
- (d) (to the extent that the same are not the subject of a fixed charge under clause 3.1(e)) all Debts;
- (e) all Account Proceeds;
- (f) all of its Investments;
- (g) the Shares;
- (h) all of its Intellectual Property Rights;
- (i) all goodwill and uncalled capital;
- (j) (to the extent not effectively assigned under clause 3.2 (*Assignments*)), the Insurance Policies and the Insurance Proceeds;
- (k) (to the extent not effectively assigned under clause 3.2 (*Assignments*)), the Intragroup Loan Agreements and all Related Property Rights;
- (l) (to the extent not effectively assigned under clause 3.2 (*Assignments*)), the Assigned Agreements (other than the Intragroup Loan Agreements) and all Related Property Rights; and
- (m) (to the extent not effectively assigned under clause 3.2 (*Assignments*)), the IP Licences and all Related Property Rights.

### **3.2 Assignments**

Each Chargor assigns to the Collateral Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in:

- (a) the Insurance Policies and the Insurance Proceeds and all Related Property Rights;
- (b) the Intragroup Loan Agreements and all Related Property Rights;
- (c) the Assigned Agreements (other than the Intragroup Loan Agreements) and all Related Property Rights; and
- (d) the IP Licences and all Related Property Rights.

### 3.3 Preservation of fixed charge

Without prejudice to clause 3.1 (*Creation of Fixed Security*) and clause 3.2 (*Assignments*), if a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of any bank account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to clauses 3.1 (*Creation of Fixed Security*) and 3.2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of that Chargor and the proceeds of those debts.

### 3.4 Excluded Collateral

- (a) Any fixed charge or mortgage constituted by clause 3.1 (*Creation of Fixed Security*) shall not extend to any Chargor's right, title or interest in any assets which are located outside of the European Union, a Qualified Jurisdiction or the United Kingdom provided that for the avoidance of doubt any fixed charge or mortgage constituted by clause 3.1 (*Creation of Fixed Security*) shall extend to all assets located in the United Kingdom.
- (b) Subject to clause 5.3, any fixed charge under paragraph (d) of clause 3.1 (*Creation of Fixed Security*) shall not extend to any contract which does not permit the applicable Chargor to grant a fixed charge of its rights and benefits thereunder (including any such contract which requires the consent of any third party (other than the Parent and its Subsidiaries) for the Chargor to grant such charge).
- (c) In the case of any Real Property (other than a Rack Rent Lease) which requires a third party's consent to grant or register a fixed charge, such Real Property shall be excluded from any fixed charge or legal mortgage under clause 3.1 (*Creation of Fixed Security*) but for the avoidance of doubt not from the floating charge created by clause 4.1 (*Creation of Floating Charge*) ("**Excluded Real Property**").
- (d) In the case of each Excluded Real Property, the relevant Chargor shall:
  - (i) use reasonable and commercially sensible endeavours to obtain the relevant third party's consent in writing to a charge for a period of 180 days from and including the date of this Debenture;
  - (ii) if the relevant third party's consent is received within 180 days from and including the date of this Debenture, promptly following receipt of such consent, deliver a copy of such consent to the Collateral Agent, and such Real Property shall stand charged under the fixed charge created by clause 3.1 (*Creation of Fixed Security*);
  - (iii) if the relevant third party's consent is received within 180 days from and including the date of this Debenture, and if required by the Collateral Agent, grant a supplemental legal mortgage over such Real Property as soon as reasonably practicable following receipt of the relevant third party's consent; and
  - (iv) if: (1) the relevant Excluded Real Property is a leasehold Real Property; and (2) the relevant third party's consent is received within 180 days

from and including the date of this Debenture, the relevant Chargor shall promptly following such receipt deliver to the Collateral Agent (in form and substance reasonably satisfactory to the Collateral Agent) a notice of charge relating to the relevant Real Property required under the relevant lease addressed to the relevant landlord and signed on behalf of the relevant Chargor, including a request to the recipient of the notice that it be returned to Squire Patton Boggs (UK) LLP as UK solicitors to the Collateral Agent, and if a relevant registration fee is required under the relevant lease or by the appropriate recipient then cleared funds for such amount.

## **4 FLOATING CHARGE**

### **4.1 Creation of Floating Charge**

- (a) Each Chargor charges to the Collateral Agent by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in the whole of its property, assets, rights and revenues, whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*).
- (b) The floating charge hereby created by each Chargor is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### **4.2 Automatic Crystallisation of Floating Charge**

Notwithstanding anything express or implied in this Debenture, and without prejudice to any law which may have similar effect:

- (a) if:
  - (i) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor; or
  - (ii) an Administrator is appointed or any step intended to result in such appointment is taken,

then the floating charge created by clause 4.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge; and

- (b) if:
  - (i) any Chargor creates or attempts to create any Lien over all or any of the Charged Assets without the prior consent of the Collateral Agent (unless expressly permitted to do so under the Financing Agreement); or
  - (ii) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets



(any such affected asset, a "**Relevant Charged Asset**") then the floating charge created by clause 4.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards the Relevant Charged Asset(s).

#### **4.3 Crystallisation on Notice of Floating Charge**

Notwithstanding anything express or implied in this Debenture, the Collateral Agent may at any time:

- (a) following the occurrence of an Event of Default which is continuing;
- (b) if the Collateral Agent considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process or are otherwise in jeopardy,

by giving notice in writing to that effect to the relevant Chargor convert the floating charge created by clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

#### **4.4 Moratorium**

- (a) Subject to paragraph (b) below, the floating charge created under this Debenture by the Chargors shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of any of the Chargors under Part A1 of the Insolvency Act 1986.
- (b) Paragraph (a) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

### **5 FURTHER ASSURANCE**

**5.1** Each Chargor must promptly upon request by the Collateral Agent, at the cost of the relevant Chargor, execute (in such form as the Collateral Agent may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Collateral Agent or its nominees and do all such assurances and things as the Collateral Agent may reasonably require for:

- (a) perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Debenture;
- (b) facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the Charged Assets; and
- (c) exercising all powers, authorities and discretions conferred on the Collateral Agent or any Receiver pursuant to and in accordance with this Debenture or by law.

**5.2** Following the occurrence of any Event of Default which is continuing, each Chargor shall, at any time, promptly upon written request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal assignment,

as the case may be, in favour of the Collateral Agent in such form as the Collateral Agent shall require.

- 5.3** Each Chargor shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Debenture including, (without prejudice to the requirements of clause 3.4(d) in the case of any Real Property (other than a Rack Rent Lease)) using its reasonable endeavours to obtain any necessary consent or waiver or amendment or removal of any provision or agreement or condition prohibiting or restricting the grant or perfection of a fixed charge, assignment or other relevant security interest (in form and content satisfactory to the Collateral Agent, acting reasonably) to enable its material assets (including, without limitation, the Shares, the Account Proceeds and the Assigned Agreements) to be mortgaged, charged or assigned pursuant to this Debenture except, in the case of any Relevant Asset only, to the extent that such action would have a material adverse impact on the commercial relationship between such Chargor and the relevant third party counterparty (which is not a Loan Party or an Affiliate of a Loan Party or the Sponsor). Immediately upon obtaining any necessary consent the asset concerned shall become subject to the relevant security created by this Debenture. Each Chargor shall promptly deliver a copy of each such consent, waiver, amendment or removal to the Collateral Agent. In this Clause "**Relevant Asset**" means any asset other than Shares, Account Proceeds, Assigned Agreements, Insurance Policies, Insurance Proceeds, Intragroup Debt, Intragroup Loan Agreements and Real Property.

## **6 GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS**

- 6.1** Each Chargor undertakes to the Collateral Agent with respect to the Charged Assets that:

(a) Negative Pledge

it shall not, without the prior consent in writing of the Collateral Agent, create or attempt to create or permit to subsist or arise any Lien on, over or affecting the Charged Assets or any part of them other than any Permitted Lien or as otherwise expressly permitted by the Financing Agreement;

(b) Disposals

it shall not dispose of the Charged Assets or any part of them or agree to do so except in the case of disposals which are expressly permitted by, and made in accordance with the terms of, the Financing Agreement and for these purposes the term "disposal" shall include any form of disposal of any interest in any asset including any conveyance, transfer, lease, assignment, sale, right to use or occupy, surrender, declaration of trust, option or right of pre-emption or the creation of any other form of legal or equitable interest in or over any asset or any option in respect of any of the foregoing and the term "dispose" shall be construed accordingly;

(c) Subsequent Charges

it shall procure that any Lien created by a Chargor after the date of this Debenture (otherwise than in favour of the Collateral Agent or any Permitted Lien which pursuant to the definition of "Permitted Liens" in the Financing

Agreement is not prohibited from being prior to the Liens in favour of the Collateral Agent for the benefit of the Secured Parties) shall be expressed to be subject to this Debenture;

(d) Deposit of Title Documents

without prejudice to clause 9 (*Undertakings as to Investments and Shares*), it shall deposit with the Collateral Agent or its nominee the deeds and documents of title relating to Real Property (other than Rack Rent Leases), Shares and Investments, and if requested by the Collateral Agent (acting reasonably) any other Charged Assets provided that:

- (i) in the case of deeds or documents of title relating to Real Property, it shall ensure that such deeds and documents of title that are in a Chargor's possession are held either by the Collateral Agent or to the order of the Collateral Agent by a firm of solicitors approved by the Collateral Agent for that purpose; and
- (ii) it shall not be required to deposit any stock or share certificates relating to the Investments to the extent that the relevant documents have been deposited with a clearance system, settlement system or custodian acceptable to the Collateral Agent;

(e) Prejudicial Action

it shall not do or cause or permit to be done anything which may in any way reduce, jeopardise or otherwise prejudice: (i) the validity, enforceability or priority of the Liens granted or purported to be granted by this Debenture; or (ii) any right of the Collateral Agent under this Debenture.

## 6.2 Notices of Charge and/or Assignment

- (a) Without prejudice to clause 6.2(c) below each Chargor shall deliver to the Collateral Agent and serve on any counterparty to the applicable contract:
  - (i) within 15 Business Days after the date of this Debenture or within 15 Business Days after the date of it becoming a party to any agreement which is or would be assigned pursuant to clause 3.2 (*Assignments*) (as applicable), notice(s) of assignment in respect of any and all of the assets assigned pursuant to clause 3.2 (*Assignments*) and shall use its reasonable endeavours to procure (or, in the case of each Intragroup Loan Agreement, shall procure) that each notice is acknowledged by each such counterparty; and
  - (ii) to the extent not already delivered pursuant to paragraph (a)(i) above, following the occurrence of an Event of Default which is continuing, notices of charge in respect of any and all of the assets charged pursuant to this Debenture and shall use its reasonable endeavours to procure that each notice is acknowledged by any debtor or other person specified by the Collateral Agent (acting reasonably),

in each case except where in accordance with clause 6.3 below a Chargor is deemed to have notice of, and to have acknowledged, any assignment or other

Lien created under this Debenture over any Intragroup Loan Agreement pursuant to which any amounts or other obligations are owed by it to another Chargor.

- (b) The notices of charge and/or assignment and/or acknowledgement referred to in clause 6.2(a) shall be substantially in the form set out in Schedule 3 (*Form of Notice*) or such other form as is satisfactory to the Collateral Agent.
- (c) Each Chargor shall:
  - (i) within 15 Business Days of the date of this Debenture in respect of any existing bank account held by it, and as soon as reasonably practicable and in any event within 15 Business Days after the date on which it opens any new bank account after the date of this Debenture, give notice to any account bank of the charge created or purported to be created pursuant to clause 3.1(e) (*Creation of Fixed Security*) by sending a notice substantially in the form set out in Schedule 4 (*Notice to Account Bank*) (or in such other form as is satisfactory to the Collateral Agent); and
  - (ii) use its reasonable endeavours to procure that each such account bank acknowledges such notice to the Collateral Agent substantially in the form set out in Schedule 5 (*Acknowledgement of Account Bank*) (or in such other form as is satisfactory to the Collateral Agent) provided that if such Chargor has used its reasonable endeavours to procure such acknowledgement from an account bank for a period of at least 120 Business Days after the date of this Debenture in respect of any existing bank account held by it or a period of 120 Business Days after the date on which it opens any new bank account after the date of this Debenture but has been unable to procure such acknowledgement, its obligation to use reasonable endeavours to procure it from such account bank shall cease upon the expiry of such 120 Business Day period.

### **6.3 Acknowledgement of Intragroup Loan Agreements**

By virtue of them being a party of this Debenture, each Chargor shall be deemed to have notice of, and to have acknowledged, any assignment or other Lien created under this Debenture over any Intragroup Loan Agreement pursuant to which any amounts or other obligations are owed by such Chargor to another Chargor.

### **6.4 Intellectual Property Rights**

Each Chargor shall, if requested by the Collateral Agent, execute all such documents and do all such acts as the Collateral Agent may reasonably require to record the interests of the Collateral Agent in:

- (i) prior to the occurrence of an Event of Default which is continuing, any relevant intellectual property registry, office or authority (an "**IP Registry**") relating to Intellectual Property Rights which are registered in the UK and which are, or which the Collateral Agent (in its reasonable opinion) has notified the applicable Chargor are, material to that Chargor's business; and

- (ii) after the occurrence of an Event of Default which is continuing, any relevant IP Registry relating to registered Intellectual Property Rights.

## **7 REAL PROPERTY UNDERTAKINGS**

### **7.1 Positive Undertakings**

In relation to Real Property, each Chargor agrees that it shall:

- (a) where non-performance or non-observance of the following would have a Material Adverse Effect, comply with all laws and obligations imposed under any present or future statute, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority (including without limitation those relating to the Planning Acts, Environmental Laws and Environmental Licences) or other material approvals, licences or consents relating to the same or its use or enjoyment;
- (b) where non-performance or non-observance of the following would have a Material Adverse Effect, comply or procure compliance with all tenant covenants under any Real Property held by a Chargor under a lease (including the obligation to pay rent and other outgoings which the relevant Chargor is required to pay under the relevant lease);
- (c) where non-performance or non-observance of the following would have a Material Adverse Effect, duly and punctually pay or procure payment of all rates, outgoings and other similar sums payable on or in respect of the same;
- (d) keep all Real Property in such repair and working order as is consistent with the normal conduct of the relevant Chargor's business.

### **7.2 Negative Undertakings**

In relation to Real Property, each Chargor agrees that, unless (i) it has the prior written consent of the Collateral Agent (which shall not be unreasonably withheld or delayed), or (ii) the same is otherwise expressly permitted under the Financing Agreement, it shall not:

- (a) part with the possession of the whole or a significant part of the Real Property listed in Part 1 (*Real Property*) of Schedule 2 (*Details of Certain Assets*), other than in the ordinary course of business of the relevant Chargor;
- (b) demolish, pull down or remove any building or erection from time to time forming the whole of any Real Property (other than where any such works are reasonably necessary in relation to the normal operation of the business of the relevant Chargor);
- (c) enter into any negotiations with any competent authority with regard to the compulsory acquisition of the same or consent to the compulsory acquisition of the same;
- (d) in respect of any leasehold real property terminate or surrender any such lease unless the relevant Chargor has the right or option to do so under such lease.

### 7.3 Registration and Notifications

In relation to Real Property, each Chargor agrees that it shall:

- (a) promptly notify the Collateral Agent of any contract, conveyance, transfer or other disposition for the acquisition by it of the legal or beneficial interest in any Real Property, other than any Rack Rent Lease; and
- (b) make an application to the Land Registry on Form RX1 for the registration against the registered titles specified in Part 1 (*Real Property*) of Schedule 2 (*Details of Certain Assets*) (and any other Real Property from time to time including a registered title) (other than in respect of any Excluded Real Property until such Excluded Real Property becomes subject to a fixed charge in favour of the Collateral Agent) of the following restriction:

*"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Cerberus Business Finance Agency, LLC referred to in the charges register or their conveyancer."*

### 7.4 Remedy

If any Chargor fails to comply with any undertaking or obligation contained in this clause 7, the Collateral Agent shall be entitled (either itself, or through any agent, nominee or advisor) to do such things as it reasonably believes are required to remedy such failure after giving one Business Day's written notice to the relevant Chargor during the absence of an Event of Default (it being understood that if an Event of Default shall have occurred and is continuing, the Collateral Agent shall provide the relevant Chargor with notice after taking such action). The Chargors shall reimburse to the Collateral Agent within 10 days of demand all amounts expended by the Collateral Agent in remedying such failure.

## 8 INSURANCE UNDERTAKINGS

### 8.1 Insurance Obligations

Each Chargor shall at all times during the Security Period but only if the relevant Insurance Policies are governed by English law:

- (a) cause each such Insurance Policy relating to the Charged Assets (or in the case of Real Property, if any Real Property is insured by a counterparty to a Lease, use reasonable and commercially sensible endeavours to cause each such Insurance Policy) to be for such an amount, to cover such risks and to be with such an insurance company or underwriters as required by the Financing Agreement and to contain in a form and substance acceptable to the Collateral Agent:
  - (i) an endorsement noting the interests of the Collateral Agent in respect of all claims until such time as the Collateral Agent notifies the relevant insurer to the contrary;

- (ii) a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against the Collateral Agent in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of any insured party or any circumstances beyond the control of an insured party without the insurer first giving to the Collateral Agent not less than 30 days' prior written notice; and
  - (iii) terms providing that it shall not be invalidated so far as the Collateral Agent is concerned for failure to pay any premium due without the insurer first giving to the Collateral Agent not less than 14 days' prior written notice;
- (b) if required by the Collateral Agent (but subject to the provisions to the contrary in any Lease) deposit (or procure that another Loan Party deposits) all such Insurance Policies relating to Charged Assets (or if contrary to any Lease to do so, certified copies thereof) with the Collateral Agent;
- (c) duly and promptly pay (or procure payment by another Loan Party of) the premiums and other monies necessary for effecting and keeping up such insurances and promptly provide (or procure that another Loan Party provides) to the Collateral Agent evidence of such payment and comply (and procure compliance) in all respects with the terms and conditions of the Insurance Policies;
- (d) procure that there be given to the Collateral Agent such information in connection with such Insurance Policies as the Collateral Agent may reasonably require and notify the Collateral Agent of renewals made and material variations or cancellations of such policies made or, to its knowledge, threatened or pending; and
- (e) not permit anything to be done which may make void or voidable any of such Insurance Policies.

## **8.2 Failure**

If any Chargor fails to comply with its obligations under clause 8.1 (*Insurance obligations*), then the Collateral Agent shall be entitled to insure the Charged Assets, at the expense of the Chargors, on such terms, against such risks and in such amounts as the Collateral Agent sees fit and the amount of any expenditure incurred by the Collateral Agent in so doing shall be added to the Secured Liabilities. Each Chargor shall reimburse to the Collateral Agent on demand all amounts expended by it in remedying such failure together with interest in accordance with clause 2.3 (*Interest*) from the date of payment by the Collateral Agent until reimbursed.

## **9 UNDERTAKINGS AS TO INVESTMENTS AND SHARES**

### **9.1 Deposit of Title Documents**

Each Chargor shall within 15 Business Days from the date of this Debenture (or the date of acquisition or issue of such Shares or Investments if later) deposit with the Collateral Agent or its nominee:

- (a) (to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Collateral Agent and for the avoidance of doubt in the case of Shares or Investments in any company or person not formed or incorporated in the United Kingdom, only to the extent that such certificates or documents of title are required (or provided for) by applicable law, the constitutional documents or other relevant contract and have not already been deposited with the Collateral Agent pursuant to another Security Document) all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Investments and the Shares;
- (b) stock transfer forms or other instruments of transfer executed in blank by or on behalf of the Chargor and undated;
- (c) such other documents as the Collateral Agent (acting reasonably) may require from time to time for the purpose of perfecting its title to the Investments or the Shares or, after the occurrence of an Event of Default which is continuing for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time; and
- (d) copies of: (i) the register of members of each UK Subsidiary whose shares are subject to the Liens purported to be created under this Debenture (each a “**Relevant Subsidiary**”) and (ii) the “PSC register” (within the meaning of section 790C(10) of the Companies Act 2006) of each Relevant Subsidiary compliant with applicable law and which are certified by an Authorized Officer of such Relevant Subsidiary to be correct, complete and not amended or superseded as at the date of such certification.

## **9.2 Registration of transfers**

If required in writing by the Collateral Agent, while an Event of Default is continuing, each Chargor shall procure that all Investments and Shares which are in registered form are duly registered in the name of the Collateral Agent or its nominee once a transfer relating to those Investments and Shares is presented for that purpose.

## **9.3 Clearance Systems etc.**

Each Chargor shall, if requested in writing by the Collateral Agent while an Event of Default is continuing, instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person for the account of that Chargor or its nominee to the account of the Collateral Agent (or its nominee) with such clearance system (or as otherwise required by the Collateral Agent).

## **9.4 Calls**

Each Chargor:

- (a) shall not, without the consent in writing of the Collateral Agent, acquire any Investments or Shares unless they are fully paid; and
- (b) shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or Shares and, in any case



of default by a Chargor in such payment, the Collateral Agent may, if it thinks fit, make such payment on behalf of that Chargor in which case sums paid by the Collateral Agent shall be reimbursed by the Chargors to the Collateral Agent on demand and shall carry interest from the date of payment by the Collateral Agent until reimbursed at the rate and in accordance with clause 2.3 (*Interest*). For the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from any Chargor in respect of any Investments or Shares.

## **9.5 Dividends**

- (a) Prior to the occurrence of an Event of Default which is continuing, the relevant Chargor shall be entitled to receive all dividends, distributions, interest and other monies in respect of and deriving from the Charged Assets. To the extent the Collateral Agent (or its nominee) receives any dividends or other monies in respect of the Investments and the Shares, the Collateral Agent (or its nominee, as applicable) shall hold all such dividends or other monies for the account of the relevant Chargor and, prior to the occurrence of an Event of Default which is continuing, shall pay the same to an account of the relevant Chargor as soon as practicable following receipt of a written request to do so.
- (b) At any time while an Event of Default has occurred and is continuing each Chargor shall hold any dividends, interest and other monies received by it in respect of and deriving from the Charged Assets on trust for the Secured Parties and pay the same immediately to the Collateral Agent or as the Collateral Agent may direct in writing. The Collateral Agent shall be entitled to apply the same as permitted in accordance with the terms of the Loan Documents.

## **9.6 Voting Rights and Other Matters**

- (a) Prior to the occurrence of an Event of Default which is continuing and save as otherwise provided in this clause 9.6, each Chargor shall be entitled to exercise (or direct the Collateral Agent to exercise on its behalf) all voting and other rights and powers in respect of the Investments and the Shares provided that no Chargor shall exercise (or direct the exercise of) any voting rights in any manner which, in the reasonable opinion of the Collateral Agent, may prejudice the validity, enforceability or priority of, or the ability of the Collateral Agent to realise, the security over the Investments and the Shares created pursuant to this Debenture.
- (b) No Chargor shall, without the prior written consent of the Collateral Agent permit or agree to any variation of the rights attaching to or conferred by any of the Investments or the Shares, participate in any rights issue, elect to receive or vote in favour of receiving any dividends or other distributions other than in the form of cash or participate in any vote concerning a members voluntary winding-up or a compromise or arrangement pursuant to sections 895-901 of the Companies Act 2006 to the extent that such variation, participation, vote or election would be expected to be prejudicial to the interests of the Collateral Agent or the Secured Parties.
- (c) At any time after the occurrence of an Event of Default which is continuing, the Collateral Agent may in such manner and on such terms as it sees fit (in the

name of a Chargor or otherwise and without the need for further consent from any Chargor):

- (i) exercise (or refrain from exercising) any voting rights in respect of the Investments and the Shares;
  - (ii) apply all dividends and other monies arising from the Investments and the Shares in accordance with clause 19 (*Application Of Monies Received Under This Debenture*);
  - (iii) without prejudice to any other provision of this Debenture, transfer the Investments and the Shares into the name of a nominee or transferee of the Collateral Agent as the Collateral Agent may require; and/or
  - (iv) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Investments and the Shares.
- (d) The Collateral Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or the Chargors, at any time, by notice to the Chargors (which notice shall be irrevocable), with a copy to the Administrative Agent, elect to give up the right to exercise (or refrain from exercising) all or any voting rights and powers in respect of the Shares and Investments conferred or to be conferred on the Collateral Agent pursuant to clause 9.6(c) and the other Secured Parties unconditionally waive any rights they may otherwise have to require the Collateral Agent not to make such election or to require the Collateral Agent to indemnify, compensate or otherwise make them good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Collateral Agent making such election.
- (e) Once a notice has been issued by the Collateral Agent under clause 9.6(d), on and from the date of such notice the Collateral Agent shall cease to have the right to exercise (or refrain from exercising) voting rights and powers conferred or to be conferred on it pursuant to clause 9.6(c) or any other provision of this Debenture in respect of the Shares and Investments specified in that notice and all such rights will be exercisable by the Chargors. The Chargors shall be entitled on and from the date of such notice, to exercise all voting rights and powers in relation to the Shares and Investments specified in that notice subject only to the proviso contained in clause 9.6(a) and to clause 9.6(b).

## **9.7 Liability of the Collateral Agent**

Each Chargor agrees with the Collateral Agent that neither any Secured Party nor any nominee will have any liability for:

- (a) failing to present any coupon or other document relating to any of the Investments or the Shares;
- (b) accepting or failing to accept any offer relating to any of the Investments or the Shares;

- (c) failing to attend or vote at any meetings related to any of the Investments or the Shares;
- (d) failing to notify any Chargor of any matters referred to in this clause 9.7 or of any communication received in relation to any of the Investments or the Shares; or
- (e) any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Investments or the Shares or which may be exercised by the Collateral Agent or any nominee of the Collateral Agent under this Debenture (whether or not on sale or other realisation of the Investments a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise).

## **9.8 Nominees**

Each Chargor represents and warrants that it has not and undertakes that it shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.

## **9.9 Register of members**

Each Chargor shall procure that, during the Security Period, no company whose shares are subject to the Liens purported to be created under this Debenture keeps information in respect of its members on the central register kept by the Registrar at Companies House (except in circumstances where to do so would be a breach of the obligations to file a confirmation statement under section 853A of the Companies Act 2006 of the relevant Chargor).

# **10 UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS**

## **10.1 Realisation of Debts**

During the Security Period, each Chargor undertakes with reference to the Debts:

- (a) to collect the Debts in the ordinary course of its business and (prior to the payment into the account specified in clause 10.1(b)) to hold the proceeds of those Debts on trust for the Collateral Agent; and
- (b) to pay into an account of that Chargor which is secured in favour of the Collateral Agent for the benefit of the Secured Parties, all monies which that Chargor may receive in respect of the Debts.

## **10.2 Debts: Position after an Event of Default**

After the occurrence of an Event of Default which is continuing no Chargor shall, except with the consent of the Collateral Agent and then only at the direction of the Collateral Agent, withdraw or otherwise transfer the proceeds of realisation of any Debts standing to the credit of any account.

## **11 UNDERTAKINGS AS TO ACCOUNT PROCEEDS**

### **11.1 Account Proceeds and accounts: Position before an Event of Default**

Before the occurrence of an Event of Default which is continuing, each Chargor shall (subject to any restrictions in the Financing Agreement preventing the withdrawal or closure of the same (as applicable)) be entitled to withdraw any credit amount referred to in the definition of Account Proceeds from any relevant account and/or close any account each as specified in Part 5 (*Bank Accounts*) of Schedule 2 (*Details of Certain Assets*).

### **11.2 Account Proceeds and accounts: Position after an Event of Default**

Following the occurrence of an Event of Default which is continuing:

- (a) the Chargors shall no longer be entitled to be paid, withdraw or otherwise transfer any credit amount and/or close any account referred to in clause 11.1 (*Account Proceeds and accounts: Position before an Event of Default*), except with the prior written consent of the Collateral Agent; and
- (b) without prejudice to any other provision of this Debenture, the Collateral Agent may transfer any amount standing to the credit of any account to an account of an Agent.

## **12 UNDERTAKINGS AS TO INTELLECTUAL PROPERTY RIGHTS**

Each Chargor shall:

- (a) take all necessary action to safeguard and maintain its rights, present and future, in or relating to Intellectual Property Rights that are necessary for its business (including the payment of all renewal fees and all steps which are necessary to maintain any applicable registrations with any appropriate registry or other government authority or body);
- (b) not use or refrain from using its Intellectual Property Rights that are necessary for its business in a way which could reasonably be expected to adversely affect the value of those Intellectual Property Rights; and
- (c) notify the Collateral Agent promptly of any infringement or suspected infringement or any challenge to the validity or ownership of its Intellectual Property Rights that are necessary for its business and take all reasonable steps necessary to prevent or bring an end to any such infringement and to defend any such challenge.

## **13 RIGHTS OF THE COLLATERAL AGENT**

### **13.1 Enforcement**

At any time on or after the occurrence of an Event of Default which is continuing, the security created pursuant to this Debenture shall be immediately enforceable and the Collateral Agent may in its absolute discretion and without notice to any Chargor or the prior authorisation of any court:

- (a) enforce all or any part of the security created by this Debenture and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit; and
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
  - (i) conferred from time to time on mortgagees by the LPA (as varied or extended by this Debenture) or otherwise conferred by law; and
  - (ii) granted to a Receiver by this Debenture or from time to time by law.

### **13.2 Restrictions on Consolidation of Mortgages**

Section 93 of the LPA shall not apply to this Debenture or to any sale made under it. The Collateral Agent shall have the right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time. Such power may be exercised by the Collateral Agent at any time on or after the occurrence of an Event of Default which is continuing. Each Chargor hereby consents to the Collateral Agent making an application to the Land Registry on Form CC for registration against the registered titles (if any) specified in Part 1 (*Real Property*) of Schedule 2 (*Details of Certain Assets*) (and any other Real Property from time to time) including a registered title of the right to consolidate.

### **13.3 Restrictions on Exercise of Power of Sale**

Section 103 of the LPA shall not apply to this Debenture and the power of sale arising under the LPA shall arise on the date of this Debenture (and the Secured Liabilities shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Debenture and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Collateral Agent at any time on or after the occurrence of an Event of Default which is continuing.

### **13.4 Leasing Powers**

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Collateral Agent or any Receiver under this Debenture. The statutory powers of leasing may be exercised by the Collateral Agent upon and following the occurrence of an Event of Default which is continuing and the Collateral Agent and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

### **13.5 No Prior Notice Needed**

The powers of the Collateral Agent set out in clauses 13.2 (*Restrictions on Consolidation of Mortgages*) to 13.4 (*Leasing Powers*) may be exercised by the Collateral Agent without prior notice any Chargor.

### **13.6 Right of Appropriation**

- (a) Without prejudice to the other provisions of this Debenture, to the extent that any of the Charged Assets constitute "financial collateral", and this Debenture and the obligations of a Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) ("**Regulations**")), the Collateral Agent shall have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Collateral Agent by reference to such method or source of valuation as the Collateral Agent may select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause or selected by the Collateral Agent in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.
- (b) The Collateral Agent shall notify the relevant Chargor as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

## **14 EXONERATION**

### **14.1 Exoneration**

No Secured Party shall, nor shall any Receiver, by reason of it or the Receiver entering into possession of the Charged Assets or any part thereof, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Collateral Agent under this Debenture shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Debenture when the provisions of this Debenture shall prevail and every such Receiver and the Collateral Agent shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

### **14.2 Indemnity**

The Collateral Agent and every Receiver, attorney, delegate, manager, agent or other person appointed by the Collateral Agent hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Collateral Agent and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received under the powers conferred by this Debenture.

## **15 APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

### **15.1 Appointment**

- (a) At any time on or after the occurrence of an Event of Default which is continuing, or at the request of a Chargor or its directors, the Collateral Agent may, without prior notice to any Chargor, in writing (under seal, by deed or otherwise under hand) appoint:
  - (i) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead; or
  - (ii) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Nothing in clause 15.1(a) shall restrict the exercise by the Collateral Agent of any one or more of the rights of the Collateral Agent under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.
- (c) The Collateral Agent is not entitled to appoint a Receiver in respect of any Charged Assets of the Chargors which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of any of the Chargors under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

### **15.2 More than one Receiver**

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Collateral Agent may specify to the contrary in the appointment.

### **15.3 Receiver as agent**

A Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of any Secured Party.

### **15.4 Receiver's Remuneration**

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Collateral Agent from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

### **15.5 Actions of the Administrator**

Save as provided for in statute or as otherwise agreed in writing by that Secured Party, no Secured Party shall have any liability for the acts or omissions of an Administrator.

## **16 RECEIVER'S POWERS**

### **16.1 Powers**

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Debenture):

- (a) all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (b) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (c) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which a Chargor itself could do or omit to do; and
- (d) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Debenture or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, a Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of a Chargor (whether under hand, or by way of deed or by utilisation of the company seal of a Chargor).

### **16.2 Powers may be Restricted**

The powers granted to a Receiver pursuant to this Debenture may be restricted by the instrument (signed by the Collateral Agent) appointing him but they shall not be restricted by any winding-up or dissolution of a Chargor.

## **17 PROTECTION OF PURCHASERS**

### **17.1 Absence of Enquiry**

No person or persons dealing with the Collateral Agent or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Debenture are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Debenture. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Collateral Agent or any such Receiver.

### **17.2 Receipt: Conclusive Discharge**

The receipt of the Collateral Agent or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.



## **18 POWER OF ATTORNEY AND DELEGATION**

### **18.1 Power of Attorney: General**

Each Chargor hereby irrevocably and by way of security appoints the Collateral Agent and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

- (a) after an Event of Default which is continuing, to execute and deliver any documents or instruments which the Collateral Agent or such Receiver may require for perfecting the title of the Collateral Agent to the Charged Assets or for vesting the same in the Collateral Agent, its nominee or any purchaser;
- (b) to: (i) take such action and execute any agreements, instruments or documents the Collateral Agent may require for any of the purposes set out in this Debenture and to perfect such agreements, instruments or documents (including, without limitation, registering them in any appropriate register), in each case to the extent that a Chargor is required to do so in accordance with this Debenture and has not done so within five (5) Business Days of request by the Collateral Agent; and (ii) after an Event of Default which is continuing, to sign, execute, seal and deliver and otherwise perfect any further security document which the Chargors are required to enter into pursuant to this Debenture; and
- (c) after an Event of Default which is continuing, otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Collateral Agent or any Receiver under this Debenture or which it is required to do pursuant to this Debenture or which may be deemed expedient by the Collateral Agent or a Receiver in connection with any preservation, disposition, realisation or getting in by the Collateral Agent or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Debenture.

### **18.2 Power of Attorney: Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this clause 18 (*Power Of Attorney And Delegation*) does or purports to do in exercise of the powers granted by this Clause.

### **18.3 Power of Attorney: General Delegation**

The Collateral Agent and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Debenture (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

## **19 APPLICATION OF MONIES RECEIVED UNDER THIS DEBENTURE**

Any monies received or recovered by the Collateral Agent or any Receiver pursuant to this Debenture or the powers hereby conferred shall, subject to the repayment of any claims having priority to this Debenture and to any applicable statutory requirement as

to (i) the payment of preferential debts, or (ii) the payment of unsecured creditors in accordance with section 176A Insolvency Act 1986 and except as otherwise required pursuant to the Financing Agreement, be applied for the following purposes and in the following order of priority:

- (a) in satisfaction of all costs, charges and expenses and payments (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Collateral Agent or the Receiver and of remuneration to the Receiver in such order as the Collateral Agent shall in its absolute discretion decide;
- (b) in or towards satisfaction of the Secured Liabilities which shall be applied in accordance with the terms of the Financing Agreement; and
- (c) the surplus, if any, shall be paid to the relevant Chargor or other person or persons entitled to it,

save that the Collateral Agent may credit any monies received under this Debenture to a suspense account for so long and in such manner as the Collateral Agent may from time to time determine and the Receiver may retain the same for such period as he and the Collateral Agent consider appropriate.

## **20 RELEASE OF SECURITY**

### **20.1 Release**

- (a) At the end of the Security Period, the Collateral Agent shall, at the request and cost of the Chargors, execute or procure the execution by its nominee (in each case in a form acceptable to the Collateral Agent) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Debenture, in each case without recourse to, or any representation or warranty by, the Collateral Agent or any of its nominees.
- (b) At the time any Charged Asset is disposed of or to be disposed of as part of any disposal expressly permitted under the Financing Agreement to any person other than any other Loan Party, the Collateral Agent shall, at the request and cost of the relevant Chargor, execute or procure the execution by its nominee (in each case in a form acceptable to the Collateral Agent (acting reasonably)) and do all such deeds, acts and things as may be necessary to release and/or reassign that Charged Asset from the security created by or in accordance with this Debenture, in each case without recourse to, or any representation or warranty by, the Collateral Agent or any of its nominees provided that such release and/or reassignment shall be of no effect if the disposal of that Charged Asset does not occur or become effective.

### **20.2 Avoidance of Payments**

- (a) No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Collateral Agent considers (acting reasonably) that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.

- (b) If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the relevant Chargor shall be deemed not to have occurred and the Collateral Agent shall be entitled to enforce this Debenture subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

## **21 AMOUNTS PAYABLE**

### **21.1 No Deduction**

All payments to be made by a Chargor under this Debenture shall be made without any set-off, counterclaim or equity and (subject to the following sentence) free from, clear of and without deduction for any taxes, duties, levies, imposts or charges whatsoever, present or future. If a Chargor is compelled by the law of any applicable jurisdiction (or by an order of any regulatory authority in such jurisdiction) to withhold or deduct any sums in respect of taxes, duties, levies, imposts or charges from any amount payable to a Secured Party under this Debenture or, if any such withholding or deduction is made in respect of any recovery under this Debenture, that Chargor shall pay such additional amount so as to ensure that the net amount received by that Secured Party shall equal the full amount due to it under the provisions of this Debenture (had no such withholding or deduction been made).

### **21.2 Currency of Payment**

The obligation of each Chargor under this Debenture to make payments in any currency shall not be discharged or satisfied by any tender, or recovery pursuant to any judgment or otherwise, expressed in or converted into any other currency, except to the extent that tender or recovery results in the effective receipt by a Secured Party of the full amount of the currency expressed to be payable under this Debenture.

## **22 POWER OF SEVERANCE**

In the exercise of the powers conferred by this Debenture, the Collateral Agent or any Receiver may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Collateral Agent or any Receiver may apportion any rent or other amount without the consent of any Chargor.

## **23 REPRESENTATIONS AND WARRANTIES**

### **23.1 Representations**

Each Chargor represents and warrants in favour of each of the Secured Parties:

- (a) Status of Assets and Security
  - (i) It is the sole legal and beneficial owner of the Charged Assets free from any Lien (other than this Debenture and any other Security Document and in respect of Charged Assets not subject to, or not purported to be subject to, any fixed charge, mortgage or assignment constituted by clause 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*), Permitted Liens) and subject to the Legal Reservations, this Debenture confers

the security it purports to confer over the Charged Assets situated in England and Wales.

- (ii) The security created under or pursuant to this Debenture is not subject to any prior or pari passu Liens and is not liable to avoidance on liquidation or bankruptcy, composition or any other similar insolvency proceedings.

(b) Real Property

- (i) Part 1 (*Real Property*) of Schedule 2 (*Details of Certain Assets*) identifies all freehold and leasehold property (other than any Rack Rent Leases) situated in England & Wales, which is legally and/or beneficially owned by it as at the date of this Debenture, the particulars of the Real Property in Part 1 of Schedule 2 are true, complete and accurate.
- (ii) There are no proceedings, actions or claims nor so far as the Chargor is aware circumstances likely to lead to the same relating to any of the Real Property which have or would have a Material Adverse Effect.
- (iii) No Chargor is aware of any breach of or any circumstances likely to lead to notice of breach any law, applicable statutory or by-law requirements and regulations (including any breach of the Planning Acts, Environmental Law or Environmental licences) which have or would have a Material Adverse Effect.
- (iv) So far as each Chargor is aware, no Chargor has received notice of termination by any third party of the necessary rights required for the operation, access to and use of the Real Property, where the termination of such rights would have a Material Adverse Effect.
- (v) So far as each Chargor is aware, save as permitted under the Financing Agreement, this Debenture or as otherwise permitted in writing by or disclosed to the Collateral Agent, the relevant Chargor is in exclusive possession and occupation of the Real Property set out against its name in Part 1 (*Real Property*) of Schedule 2 (*Details of Certain Assets*) as at the date of this Debenture.
- (vi) All covenants, restrictions, stipulations and other encumbrances affecting the Real Property (including under the leases of the leasehold property set out in Part 1 of Schedule 2), where non-performance or non-observance of which would have a Material Adverse Effect, have been materially observed and performed and, so far as each Chargor is aware, no notice of any such alleged breach has been received by the Chargor.
- (vii) No Chargor is aware of any currently outstanding dispute in respect of the Real Property which have or could have a Material Adverse Effect.

(c) Transfer, registration and calls

- (i) The Shares are: (i) free from any restrictions as to transfer or registration; (ii) are fully paid and not subject to any calls or other liability to pay money; and (iii) are not subject to any option to purchase or similar rights.
  - (ii) No company whose shares are subject to the Liens purported to be created under this Debenture keeps information in respect of its members on the central register kept by the Registrar at Companies House.
- (d) Intellectual Property
  - (i) Apart from the Intellectual Property Rights set out in Part 2 (*Intellectual Property*) of Schedule 2 (*Details of Certain Assets*), the Chargors do not own any unregistered Intellectual Property Right that is material to their businesses nor any other registered Intellectual Property Rights as at the date of this Debenture.
  - (ii) All IP Licences that are material to the businesses of the Chargors are as at the date of this Debenture listed in Part 2 (*Intellectual Property*) of Schedule 2 (*Details of Certain Assets*) and such IP Licences (if any) are free from any restrictions as to assignment, transfer or charge.

## 23.2 Times for Making Representations and Warranties

The representations and warranties set out in this Clause are made on the date of this Debenture and are deemed to be repeated each day prior to the expiry of the Security Period by reference to the facts and circumstances then existing.

## 24 NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of receipt of such notice being the "**Notice Date**") it may, without prejudice to its rights under this Debenture, open a fresh account or accounts with any Chargor and continue any existing account in the name of any Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of any Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

## 25 COLLATERAL AGENT AS TRUSTEE

This Debenture is a Loan Document. The Collateral Agent is party to this Debenture in its capacity as agent and trustee for and on behalf of itself and the Secured Parties pursuant to the terms of the Financing Agreement and this Debenture. As between the Collateral Agent and the Secured Parties the terms and conditions of the Financing Agreement which apply to the Collateral Agent under that agreement also apply to it as Collateral Agent under this Debenture.

### **25.1 Declaration of Trust**

The Collateral Agent declares that it shall hold the Charged Assets on trust for those entities which are from time to time Secured Parties, to the extent that such Charged Assets purport to secure the Secured Liabilities.

### **25.2 Rights**

The Collateral Agent may rely on, exercise and be protected by the discretions, protections, powers and rights conferred on trustees, mortgagees or receivers under the Act, the Trustee Acts 1925 and 2000 (the "**Trustee Acts**"), the Trustee Investment Act 1962 and the Insolvency Act 1986.

### **25.3 Duties**

Each of the parties to this Debenture agree that the Collateral Agent shall have only those duties, obligations and responsibilities expressly specified in this Debenture or any other Loan Document (and no others shall be implied).

### **25.4 Conflicts**

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Collateral Agent in relation to the trusts constituted by this Debenture. Where there are any inconsistencies between the Trustee Acts and the provisions of this Debenture, the provisions of this Debenture shall, to the extent allowed by the law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Debenture shall constitute a restriction or exclusion for the purpose of that Act.

### **25.5 Resignation and Replacement**

Any resignation or replacement of the Collateral Agent or any appointment of a successor to a Collateral Agent shall take effect in accordance with the provisions of the Financing Agreement save that no resignation of the Collateral Agent as trustee hereunder shall take effect unless at least one other trustee has been appointed.

### **25.6 Winding up of the Trust**

If the Collateral Agent, with the approval of the Lenders, determines that (a) all of the Secured Liabilities and all other obligations secured by this Debenture have been fully and finally discharged and (b) none of the Secured Parties are under any commitment, obligations or liability (whether actual or contingent) to make advances or provide other financial accommodation to any Loan Party pursuant to the Loan Documents, the trusts set out in this clause 25 shall be wound up. Without prejudice to clause 20.1 (*Release*), at that time the Collateral Agent shall, at the request of and at the sole cost of the Chargors hereto, release, without recourse or warranty, all of the Charged Assets then held by it and the rights of the Collateral Agent under this Debenture, at which time each of the Collateral Agent, the Secured Parties and the Chargors shall be released from its obligations under this Debenture (save for those which arose prior to such winding up).

## **26 MISCELLANEOUS**

### **26.1 The Chargors**

Without prejudice to clause 26.2 (*Assignment and Transfer*), this Debenture is binding on the successors and assigns of the Chargors.

### **26.2 Assignment and Transfer**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture except in a transaction expressly permitted by the Financing Agreement. The Collateral Agent may assign and transfer all or any part of its rights and obligations under this Debenture to a replacement collateral agent appointed pursuant to the terms of the Financing Agreement. Such replacement collateral agent will, from the date of such appointment or transfer, be the agent of and trustee of each other Secured Party under this Debenture instead of the previous collateral agent.

### **26.3 Disclosure of Information**

Without prejudice to Section 12.19 (*Confidentiality*) of the Financing Agreement and after an Event of Default is continuing, a Secured Party may disclose to a Receiver, prospective Receiver or Administrator, any information about the Chargors, this Debenture or any other Loan Documents as that Secured Party shall consider appropriate.

### **26.4 Remedies and Waivers Cumulative**

No failure to exercise, or delay in exercising any right, power, privilege or remedy under this Debenture, on the part of any Secured Party shall operate as a waiver, nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise, or the exercise of any other right, power, privilege or remedy. No waiver by a Secured Party shall be effective unless it is in writing. The rights and remedies of a Secured Party provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

### **26.5 Set-Off**

At any time after the occurrence of an Event of Default which is continuing, a Secured Party may set-off any obligation (although such obligation may be contingent or unmatured) of any Chargor to that Secured Party under this Debenture, the Financing Agreement or any of the other Loan Documents against any obligation owed by that Secured Party to any Chargor (although such obligation may be contingent or unmatured), regardless of the place of payment, booking, branch or currency of either obligation and apply any credit balance to which any Chargor is entitled on any account with that Secured Party in accordance with clause 19 (*Application Of Monies Received Under This Debenture*). If the obligations are in different currencies, a Secured Party may, at the cost of the Chargors, convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

### **26.6 Partial Invalidity**

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, neither the

legality, validity or enforceability of the remaining provisions, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction, will in any way be affected or impaired.

#### **26.7 Property**

This Debenture is and will remain the property of the Collateral Agent.

#### **26.8 Continuing Security**

This Debenture shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

#### **26.9 Additional Security**

This Debenture shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Debenture be in any way impaired or discharged by this Debenture nor shall this Debenture in any way impair or discharge such other security or guarantee.

#### **26.10 Variation of Security**

This Debenture shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in clause 26.9 (*Additional Security*) or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

#### **26.11 Enforcement of Other Security**

No Secured Party shall be obliged to enforce any other Lien it may hold for the Secured Liabilities before enforcing any of its rights under this Debenture.

#### **26.12 Redemption of Prior Incumbrances**

The Collateral Agent may redeem or take a transfer of any prior Lien over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Chargors. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargors to the Collateral Agent and until such payment shall form part of the Secured Liabilities.

#### **26.13 Stamp Taxes**

Each Chargor covenants to pay to each Secured Party and any Receiver, attorney, manager, agent or other person appointed by the Collateral Agent under this Debenture promptly following (and in any event within 10 days of) demand (specifying in reasonable detail the nature and amount of such liability) a sum equal to any liability which that Secured Party, Receiver, attorney, manager, agent or other person appointed by the Collateral Agent under this Debenture incurs in respect of stamp duty, registration fees and other taxes which is or becomes payable in connection with the entry into, performance or enforcement of this Debenture (including any interest,



penalties, liabilities, costs and expenses resulting from any failure to pay or delay in paying any such duty, fee or tax) other than if such failure to pay is due to the wilful misconduct or gross negligence of a Secured Party or any Receiver, attorney, manager, agent or other person appointed by the Collateral Agent under this Debenture.

#### **26.14 Costs and Expenses**

Each Chargor shall promptly following (and in any event within 10 days of) demand reimburse each Secured Party and any Receiver, attorney, manager, agent or other person appointed by the Collateral Agent under this Debenture for all costs and expenses (including legal fees) incurred by that Secured Party, Receiver, attorney, manager, agent or other person (together with any applicable VAT) in connection with the completion of the transactions and the perfection of the security contemplated by this Debenture and the exercise, preservation and/or enforcement or attempted enforcement of the security created by or contemplated by this Debenture.

#### **26.15 Further advances**

- (a) The Secured Parties must perform their obligations under the Financing Agreement (including any obligation to make available further advances).
- (b) Each Chargor hereby consents to the Collateral Agent making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified in Part 1 (*Real Property*) of Schedule 2 (*Details of Certain Assets*) (and any unregistered properties subject to compulsory first registration at the date of this Debenture and any other Real Property from time to time including a registered title) of the obligation to make further advances.

#### **26.16 Obligations Joint and Several**

The obligations of the Chargors under this Debenture are joint and several.

### **27 CALCULATIONS**

Any interest accruing under this Debenture will accrue from day to day and is calculated as set forth in Section 2.04 (*Interest*) of the Financing Agreement.

### **28 NOTICES**

#### **28.1 Communications in writing, Electronic communication and Delivery**

Any communication to be made under or in connection with this Debenture shall be made in accordance with Section 12.01 (*Notices, Etc.*) of the Financing Agreement *mutatis mutandis* and as if any reference therein to the Financing Agreement was a reference to this Debenture.

#### **28.2 English language**

Any notice given under or in connection with this Debenture must be in English. All other documents provided under or in connection with this Debenture must be:

- (a) in English; or
- (b) if not in English, and if so required by the Collateral Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **29 COUNTERPARTS**

**29.1** This Debenture 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 Debenture. Delivery of an executed counterpart of this Debenture by telecopier or electronic mail (in PDF, JPEG or other agreed format) shall be equally as effective as delivery of an original executed counterpart of this Debenture. Any party delivering an executed counterpart of this Debenture by telecopier or electronic mail (in PDF, JPEG or other agreed format) also shall deliver an original executed counterpart of this Debenture but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Debenture.

**29.2** For the purposes of this clause 29, "**Electronic Signature**" means an electronic symbol or process, including the computer typewritten form of a person's name or digital copy of a person's manuscript signature, attached to or logically associated with a document and executed or adopted by a person with the intent to sign or otherwise authenticate such document. The parties to this Debenture agree that this Debenture may be signed by Electronic Signature and that this method of signature is as conclusive of that party's intention to be bound by the terms of this Debenture as if signed by manuscript signature. Each party to this Debenture represents, warrants and undertakes that its execution of this Debenture by Electronic Signature complies with applicable law and is effective in demonstrating that party's agreement to be bound by the terms of this Debenture.

## **30 GOVERNING LAW**

This Debenture and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

## **31 ENFORCEMENT**

### **31.1 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Debenture or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "**Dispute**").
- (b) Subject to clause 31.1(c) below, the parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Chagor will:
  - (i) argue to the contrary; or

- (ii) initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.
- (c) This clause 31.1 is for the benefit of each of the Secured Parties only. As a result, a Secured Party shall not be prevented from initiating or pursuing proceedings relating to a Dispute in any other courts with jurisdiction nor from contending that such courts are appropriate and convenient. To the extent allowed by law, a Secured Party may initiate or pursue:
  - (i) proceedings in any other court; and
  - (ii) concurrent proceedings in any number of jurisdictions, irrespective of whether proceedings have already been initiated by any party in England. Each Chargor irrevocably waives any right it may have to claim that the action has been brought in an inconvenient forum.

**IN WITNESS** whereof this Debenture has been duly executed and delivered as a deed on the date first above written.

## SCHEDULE 1

### Chargors

Name	Company number	Jurisdiction
Akcros Acquisition Limited	10029773	England and Wales
Akcros Holdings Limited	06055430	England and Wales
Polyadd Limited	09325674	England and Wales
Valor UK Holdings Limited	14241128	England and Wales
Valtris Advanced Organics Limited	08222822	England and Wales
Valtris Enterprises Limited	11438955	England and Wales
Valtris Specialty Chemicals Limited	00995767	England and Wales

**SCHEDULE 2**  
**Details of Certain Assets**

**Part 1**  
**Real Property**

**Freehold**

<b>Chargor</b>	<b>Address</b>	<b>Title Number</b>	<b>Financial charges registered as at the date of this Debenture</b>	<b>Third party consent required to grant or register a charge?  (If 'yes', the Real Property shall constitute Excluded Real Property)</b>
Valtris Specialty Chemicals Limited	land and buildings on the South East side of Wood Street, Eccles	GM808596	None	<b>Yes</b>
Valtris Specialty Chemicals Limited	land on the North side of the Manchester Ship Canal, Eccles	GM644665	None	No
Valtris Specialty Chemicals Limited	Land forming part of Irwell Avenue, Eccles, Salford	GM709080	None	No
Valtris Specialty Chemicals Limited	land on the South West side of Irwell Avenue, Eccles	GM808597	None	No
Valtris Specialty Chemicals Limited	land on the west side of Gilda Brook Road, Eccles, Manchester	MAN156803	None	No
Valtris Specialty Chemicals Limited	Bentcliffe Works, Wood Street, Eccles	GM495992	None	<b>Yes</b>
Valtris Specialty Chemicals Limited	land on the South West side of Bentcliffe Way, Salford and land forming part of and adjoining the Manchester Ship Canal, Trafford Park, being part of the site of the Parkway/M602 Link Road	GM666001	None	No
Valtris Specialty Chemicals Limited	a strip of land and buildings adjoining Bentcliffe Works, Wood Street, Eccles	GM356099	None	<b>Yes</b>

Valtris Specialty Chemicals Limited	Land on the north side of Lankro Way, Salford	MAN156791	None	No
Valtris Specialty Chemicals Limited	Land and buildings on the north east side of Irwell Avenue, Eccles	GM808395	None	No
Valtris Specialty Chemicals Limited	land adjoining the Manchester Ship Canal, Eccles	GM808598	None	No

### Long Leasehold

Chargor (Tenant)	Address	Title Number	Date of Lease	Original Landlord	Term	Initial Annual Rent	Landlord consent required to grant a charge?	Third party consent required to register a charge?  (If 'yes', the Real Property shall constitute Excluded Real Property)
Valtris Specialty Chemicals Limited	land lying to the South East of Bentcliffe Way, Eccles	GM602045	27 March 1992	Ship Canal Land Limited	990 years	Peppercorn	No	Yes

## Occupational Leases

Chargor (Tenant)	Address	Title Number	Date of Lease	Current Landlord	Term and whether excluded from the Landlord and Tenant Act 1954	Any break option? If so brief particulars	Initial annual rent (excluding VAT)	Remaining Rent Review Dates and whether upwards only; and whether open market or indexed	Permitted Use	Landlord consent required to grant charge?  Any restrictions on the title restricting registration without third party consent?  (If 'yes' to either of the above, the Real Property shall constitute Excluded Real Property)
Valtris Specialty Chemicals Limited	Bentcliffe Works, Wood Street, Eccles, Manchester	MAN85616	5 April 2007	Aviva Life & Pensions UK Limited	30 years, expiring on 4 April 2037  Lease inside Landlord and Tenant Act 1954	None	£515,500	5 April 2022,  5 April 2027, and  5 April 2032  Rent reviews are upwards-only, index-linked	Use within Use Class B1, B2 and B8 of the Town and Country Planning (Use Classes) Order 1987	<b>Yes - landlord consent required</b>  No restriction on title
Valtris Specialty Chemicals Limited	Electricity Sub-Station Site At, Lankro Way, Eccles, Manchester	MAN253610	23 July 2015	Aviva Life & Pensions UK Limited	From and including 23 July 2015, expiring on 4 April 2037  Lease excluded from Landlord and Tenant Act 1954	Landlord rolling break option with 5 months' prior notice at any time, subject to provisions of clause 8 of the lease	£1	None	Electricity substation purposes	No

**Part 2**  
**Intellectual Property**

Trademarks

Chargor	Trademark	Country	Filing Date	Registration Number	Date of Registration
Valtris Specialty Chemicals Limited	AKCROSTAB	United States of America	23 February 2006	3283215 International Registration Number 0882266	21 August 2007
Valtris Specialty Chemicals Limited	AKCROSTAB	Canada	16 February 2006	TMA692784	25 July 2007
Valtris Specialty Chemicals Limited	AKCROSTAB	UK	23 February 2006	UK00800882266	24 May 2007
Valtris Specialty Chemicals Limited	AKCROSTAB	European Union	23 February 2006	0882266	23 February 2006
Valtris Enterprises Limited	CEREPLAS	UK	7 April 2004	UK00903750007	22 February 2006
Valtris Enterprises Limited	CEREPLAS	European Union	7 April 2004	003750007	22 February 2006
Valtris Specialty Chemicals Limited	INTERCIDE	United States of America	23 December 1974	1056811	25 January 1977
Valtris Specialty Chemicals Limited (formerly known as Akcros Chemicals Limited)	INTERCIDE	UK	29 February 2000	UK00901531334	6 May 2002



Valtris Specialty Chemicals Limited (formerly known as Akcros Chemicals Limited)	INTERCIDE	European Union	29 February 2006	001531334	6 May 2002
Valtris Specialty Chemicals Limited	INTERCIDE	Switzerland	6 August 1986	505593 International Registration	6 August 1986
Valtris Specialty Chemicals Limited	INTERLITE	UK	4 December 1991	UK00001484598	10 June 1994
Valtris Specialty Chemicals Limited	INTERLITE	Germany	5 December 1991	2012156	3 April 1992
Valtris Specialty Chemicals Limited	INTERLITE	Benelux	21 June 2002	714692	1 January 2003
Valtris Specialty Chemicals Limited	INTERLITE	South Africa	6 November 1975	75/5890	7 April 1977
Valtris Specialty Chemicals Limited	INTERSTAB	United States of America	21 November 1974	1023004	21 October 1975
Valtris Specialty Chemicals Limited	LANKROFLEX	UK	27 February 1968	UK00000921686	27 February 1968
Valtris Specialty Chemicals Limited	LANKROFLEX	Germany	16 September 1980	1101863	15 March 1981
Valtris Specialty	LANKROFLEX	Benelux	2 September 1980	367812	1 March 1981

Chemicals Limited					
Valtris Specialty Chemicals Limited	LANKROFLEX	Hong Kong	13 October 1980	19821902	10 August 1982
Valtris Specialty Chemicals Limited	LANKROFLEX	New Zealand	23 September 1980	134364	29 April 1987
Valtris Specialty Chemicals Limited	LANKROMARK	UK	3 March 1978	UK00001091936	3 March 1978
Valtris Specialty Chemicals Limited	LANKROMARK	France	16 March 1988	1454762	16 March 1988
Valtris Specialty Chemicals Limited (formerly known as Akcros Chemicals Limited)	LANKROMARK	Germany	22 March 1978	977731	30 June 1978
Valtris Specialty Chemicals Limited (formerly known as Akcros Chemicals Limited)	LANKROMARK	Benelux	20 March 1978	350430	1 October 1978
Valtris Specialty Chemicals Limited	LANKROMARK	Hong Kong	13 October 1980	19821903	10 August 1982
Valtris Specialty Chemicals Limited (formerly	LANKROMARK	Italy	27 March 2008	2008901612552	17 August 2010

known as Akcros Chemicals Limited)					
Valtris Specialty Chemicals Limited (formerly known as Akcros Chemicals Limited)	LANKROMARK	Portugal	20 October 1980	208784	19 April 1988
Valtris Specialty Chemicals Limited	LANKROMARK	Sweden	19 September 1980	178180	18 September 1981
Valtris Specialty Chemicals Limited	LANKROPLAST	UK	23 April 1977	UK00001077462	23 April 1977
Valtris Specialty Chemicals Limited	LANKROSTAT	UK	23 April 1977	UK00001077463	23 April 1977
Valtris Specialty Chemicals Limited	LASTAB	UK	22 July 2019	UK00003415696	11 October 2019
Valtris Specialty Chemicals Limited	VERDANOL	UK	15 October 2009	UK00002528875	22 January 2010
Valtris Specialty Chemicals Limited	VULCABOND	United States of America	18 October 1985	1423493	6 January 1987
Valtris Specialty Chemicals Limited	VULCABOND	Canada	28 September 2005	TMA670183	17 August 2006
Valtris Specialty	VULCABOND	UK	14 September 2005	UK00002401545 UK00800867839	10 February 2006

Chemicals Limited			26 September 2005		27 November 2006
Valtris Specialty Chemicals Limited	VULCABOND	European Union	26 September 2005	0867839	28 December 2006
Valtris Specialty Chemicals Limited	VULCABOND	Norway	26 September 2005	867839	28 December 2006
Valtris Specialty Chemicals Limited	VULCABOND	Hong Kong	23 September 2005	300500156	9 February 2006
Valtris Specialty Chemicals Limited	VULCABOND	China	14 December 2005	G867839	26 September 2006
Valtris Specialty Chemicals Limited	VULCABOND	Japan	14 September 2005	867839	17 November 2006
Valtris Specialty Chemicals Limited	VULCABOND	Korea	25 August 2006	867839	13 October 2006
Valtris Specialty Chemicals Limited	VULCABOND	India	28 September 2005	1388056	1 August 2006
Valtris Specialty Chemicals Limited	VULCABOND	Norway	11 September 1972	87741	22 March 1973
Valtris Specialty Chemicals Limited	VULCABOND	South Africa	26 September 2005	2005/20270	8 July 2010

### **Trademark Applications**

None at the date of this Debenture.

### **Patents**

<b>Chargor</b>	<b>Country</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Pub. No.</b>	<b>Pub. Date.</b>	<b>Patent No.</b>	<b>Patent Date</b>	<b>Title</b>
Valtris Advanced Organics Limited	United States of America	14/234,595	26 July 2011	US 2014/O155 657 A1	5 June 2014	9,006,497	14 April 2015	Method for hydrolyzing alpha-chlorinated toluene compounds

### **Patent Applications**

None at the date of this Debenture.

### **IP Licences**

None at the date of this Debenture.

### **Part 3 Assigned Agreements**

Intragroup Loan Agreements

**Part 4**  
**Shares**

Chargor shareholder	Subsidiary company	Shareholding
Akcros Acquisition Limited	Akcros Holdings Limited (company number 06055430)	(1) 75,000 A ordinary shares of £1 each; (2) 25,000 B ordinary shares of £1 each; and (3) 8,826 C ordinary shares of £1 each
Akcros Holdings Limited	Valtris Specialty Chemicals Limited (company number 00995767)	1,000,000 ordinary shares of £1 each
Valtris Specialty Chemicals Limited	Valtris Advanced Organics Limited (company number 08222822)	12,000 ordinary shares of £0.01 each
Valtris Specialty Chemicals Limited	Valtris Enterprises Limited (company number 11438955)	1 ordinary share of €1.12

## Part 5

### Bank Accounts

Chargor	Account Name/Description	Bank Name	Bank Address	Account Number	Type
Valtris Advanced Organics Limited	Valtris Advanced Organics (USD Acct)	ING Bank N.V., London branch	8 - 10 Moorgate, London EC2R 6DA		Demand Deposit Account
Valtris Advanced Organics Limited	Valtris Advanced Organics (GBP Acct)	ING Bank N.V., London branch	8 - 10 Moorgate, London EC2R 6DA		Demand Deposit Account
Valtris Advanced Organics Limited	Valtris Advanced Organics (EUR Acct)	ING Bank N.V., London branch	8 - 10 Moorgate, London EC2R 6DA		Demand Deposit Account
Valtris Advanced Organics Limited	Collateral Account (EUR)	ING Bank N.V.	Bijlmerplein 888 NL-1102 MG Amsterdam		Collateral Account
Valtris Advanced Organics Limited	Valtris Advanced Organics (JPY Acct)	ING Bank N.V., London branch	8 - 10 Moorgate, London EC2R 6DA		Demand Deposit Account
Valtris Enterprises Limited	Valtris Enterprises Ltd (EUR Acct)	Wells Fargo Bank, National Association, London Branch	1 Plantation Place 30 Fenchurch St London, UK EC3M 3BD		Demand Deposit Account
Valtris Enterprises Limited	Valtris Enterprises Ltd (GBP Acct)	Wells Fargo Bank, National Association, London Branch	1 Plantation Place 30 Fenchurch St London, UK EC3M 3BD		Demand Deposit Account
Valtris Enterprises Limited	Valtris Enterprises Ltd (USD Acct)	Wells Fargo Bank, National Association, London Branch	1 Plantation Place 30 Fenchurch St London, UK EC3M 3BD		Demand Deposit Account

Chargor	Account Name/Description	Bank Name	Bank Address	Account Number	Type
Valtris Specialty Chemicals Limited	GBP Disbursement Acct	Wells Fargo Bank, National Association, London Branch	1 Plantation Place 30 Fenchurch St London, UK EC3M 3BD		Demand Deposit Account
Valtris Specialty Chemicals Limited	GBP Receivables Acct	Wells Fargo Bank, National Association, London Branch	1 Plantation Place 30 Fenchurch St London, UK EC3M 3BD		Demand Deposit Account
Valtris Specialty Chemicals Limited	EUR Disbursements Acct	Wells Fargo Bank, National Association, London Branch	1 Plantation Place 30 Fenchurch St London, UK EC3M 3BD		Demand Deposit Account
Valtris Specialty Chemicals Limited	EUR Receivables Acct	Wells Fargo Bank, National Association, London Branch	1 Plantation Place 30 Fenchurch St London, UK EC3M 3BD		Demand Deposit Acct
Valtris Specialty Chemicals Limited	USD Disbursements Acct	Wells Fargo Bank, National Association, London Branch	1 Plantation Place 30 Fenchurch St London, UK EC3M 3 BD		Demand Deposit Account
Valtris Specialty Chemicals Limited	USD Receivables Acct	Wells Fargo Bank, National Association, London Branch	1 Plantation Place 30 Fenchurch St London, UK EC3M 3BD		Demand Deposit Account
Valtris Specialty Chemicals Limited	HMRC Collateral Acct	Wells Fargo Bank, National Association, London Branch	1 Plantation Place 30 Fenchurch St London, UK EC3M 3BD		Collateral Account



## **Part 6**

### **Insurance Policies**

None at the date of this Debenture.

### SCHEDULE 3

#### Form of Notice

[On letterhead of the relevant Chargor]

To: [debtor (etc)]

[Date]

Dear Sirs

**Debenture dated [• ] between [• ] and Cerberus Business Finance Agency, LLC (the "Debenture")**

We hereby give you notice that under the Debenture we have [charged (by way of first fixed charge)] [OR assigned] in favour of [the Collateral Agent] (the "**Collateral Agent**") all of our rights to and title and interest from time to time in the property described in the Annexure to this Notice (the "**[Assigned]/[Charged] Property**").

We hereby irrevocably instruct and authorise you to:

- (a) disclose to the Collateral Agent such information regarding the [Assigned]/[Charged] Property as it may from time to time request;
- (b) send copies of all notices relating to the [Assigned]/[Charged] Property to the Collateral Agent;
- (c) comply with the terms of any written notice or instruction relating to the [Assigned]/[Charged] Property received by you from the Collateral Agent; and
- (d) continue to make all payments due to us in respect of the [Assigned]/[Charged] Property to us unless and until the Collateral Agent notifies you otherwise, in which event you should make all future payments as then directed by the Collateral Agent.

We will remain liable to perform all our obligations under and in connection with the [Assigned]/[Charged] Property and the Collateral Agent shall not be under any obligation or liability under or in connection with the [Assigned]/[Charged] Property by reason of the Debenture or anything arising therefrom.

We will also remain entitled to exercise all our rights, powers and discretions under and in connection with the [Assigned]/[Charged] Property and you should continue to give notices under and in connection with the [Assigned]/[Charged] Property to us, in each case, until you receive written notice to the contrary from the Collateral Agent. In this event, all the rights, powers and discretions under and in connection with the [Assigned]/[Charged] Property will be exercisable by, and notices should be given to, the Collateral Agent or as it directs.

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Collateral Agent at [insert address], Attention: [ ] with a copy to us and Schulte Roth & Zabel LLP.

Yours faithfully

.....

(Authorised signatory)  
for and on behalf of  
**[Chargor]**

## Annexure

*[insert details of Assigned/Charged Property]*

[On the letterhead of the debtor]

[On copy of Notice]

To: Cerberus Business Finance Agency, LLC (the "**Collateral Agent**")

[Insert address]

Attention: [• ]

Copy: [Chargor]

[and  
Schulte Roth & Zabel LLP 919 Third Avenue New York New York 10022, USA

Attention: [• ]

[Date]

Dear Sirs

**Debenture dated [• ] between, amongst others, [• ] (the "Company") and Cerberus Business Finance Agency, LLC (the "Debenture") [Description of [Assigned]/Charged] Property]**

We acknowledge receipt of the Notice of [Assignment]/[Charge] dated [• ] (the "**Notice**") relating to the Debenture, of which this is a copy. Terms defined in the Notice shall, unless otherwise defined in this letter, bear the same meaning when used in this letter.

We confirm that we:

- 1 have not received notice of the interest of any third party relating to the [Assigned]/[Charged] Property;
- 2 are not aware of any dispute between ourselves and the Company relating to the [Assigned]/[Charged] Property; and
- 3 have neither claimed nor exercised, nor will claim or exercise, any security interest, set off, counter claim or other right in respect of the [Assigned]/[Charged] Property.

Yours faithfully

duly authorised signatory for and on  
behalf of **[debtor]**

## SCHEDULE 4

### Notice to Account Bank

[On the letterhead of relevant Chargor]

To: [Account Bank]

Attention: [• ]

[Date]

Dear Sirs

**Debenture dated [• ] between [• ] and Cerberus Business Finance Agency, LLC (the "Debenture")**

We hereby give you notice that under the Debenture we have charged (by way of a first fixed charge) in favour of Cerberus Business Finance Agency, LLC (the "**Collateral Agent**") all our rights in respect of any amount standing to the credit of [any] [the] account maintained by us with you (the "**Account[s]**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Collateral Agent any information relating to [any] [the] Account requested from you by the Collateral Agent;
- (b) comply with the terms of any written notice or instruction relating to [any] [the] Account received by you from the Collateral Agent; and
- (c) following the occurrence of an Event of Default which is continuing and upon notification of the same from the Collateral Agent (the "**Default Notification**"), pay or release any sum standing to the credit of [any] [the] Account only in accordance with the written instructions of the Collateral Agent. Prior to the Default Notification you may continue to pay or release any sum standing to the credit of [any] [the] Account or, as the case may be, close [any] [the] Account in accordance with our instructions.

References in this letter to [any] [the] Account include any replacement account or sub-division of [that] [those] Account[s].

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

The instructions in this letter may not be revoked or amended without the prior written consent of the Collateral 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 Collateral Agent at [insert address], Attention: [• ] with a copy to us and [Schulte Roth & Zabel LLP].

Yours faithfully

(Authorised signatory)  
**[Chargor]**

## SCHEDULE 5

### Acknowledgement of Account Bank

[On the letterhead of the Account Bank]

To: Cerberus Business Finance Agency, LLC  
[Insert address]

Attention: [• ]

Copy: [Chargor]  
[and  
Schulte Roth & Zabel LLP 919 Third Avenue New York New York 10022, USA,  
Attention:[• ]]

[Date]

Dear Sirs

Debenture dated [• ] between [• ] and Cerberus Business Finance Agency, LLC  
(the "**Debenture**")

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [• ] of a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of [any of] the Chargor's account[s] with us (the "**Account[s]**").

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 third party in [any] [the] 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 [any] [the] Account;  
and
- (d) following the occurrence of an Event of Default which is continuing and upon notification of the same from you, will not permit any amount to be withdrawn from [any] [the] Account without your prior written consent.

The Account[s] currently maintained with us [are] [is]:

[Specify account[s] and account number[s]]

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

Yours faithfully

(Authorised signatory)

## EXECUTION PAGES

### Chargors

EXECUTED as a DEED  
by **VALOR UK HOLDINGS LIMITED** acting by  
~~a director~~ in the presence of a witness  
*an attorney*

[Redacted Signature]

\_\_\_\_\_  
Director Attorney

SPB

[Redacted Signature]

\_\_\_\_\_  
Witness

Name of Witness: *Katherine M Borowsky*

Witness' Occupation: *HR Director*

Witness' Address:

[Redacted Address]

EXECUTED as a DEED  
by **AKCROS ACQUISITION LIMITED** acting by  
a director in the presence of a witness

[Redacted Signature]

\_\_\_\_\_  
Director

[Redacted Signature]

\_\_\_\_\_  
Witness

Name of Witness: *Katherine M Borowski*

Witness' Occupation: *HR Director*

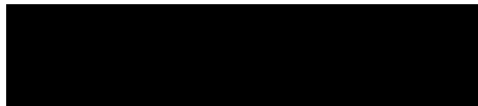
Witness' Address:

[Redacted Address]



EXECUTED as a DEED  
by **AKCROS HOLDINGS LIMITED** acting by  
a director in the presence of a witness

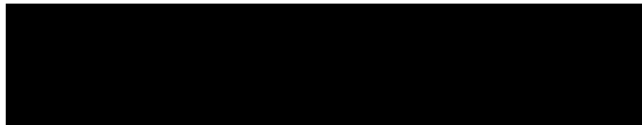
 Director

 Witness

Name of Witness: Katherine M Borowski

Witness' Occupation: HR Director

Witness' Address:



EXECUTED as a DEED  
by **POLYADD LIMITED** acting by  
a director in the presence of a witness

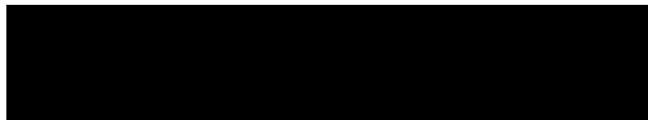
 Director

 Witness

Name of Witness: Katherine M Borowski

Witness' Occupation: HR Director

Witness' Address:



EXECUTED as a DEED

by **VALTRIS SPECIALTY CHEMICALS LIMITED** acting by  
a director in the presence of a witness

[Redacted Signature]

Director

[Redacted Signature]

Witness

Name of Witness: Katherine M Borowski

Witness' Occupation: HR Director

Witness' Address:

[Redacted Address]

EXECUTED as a DEED

by **VALTRIS ADVANCED ORGANICS LIMITED** acting by  
a director in the presence of a witness

[Redacted Signature]

Director

[Redacted Signature]

Witness

Name of Witness: Katherine M Borowski

Witness' Occupation: HR Director

Witness' Address:

[Redacted Address]

EXECUTED as a DEED  
by **VALTRIS ENTERPRISES LIMITED** acting by  
a director in the presence of a witness

[Redacted Signature]

Director

[Redacted Signature]

Witness

Name of Witness: *Katherine M Borowski*

Witness' Occupation: *HR Director*

Witness' Address:

[Redacted Address]

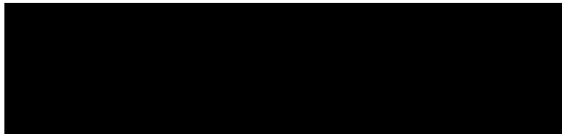
Executed as a deed by Cerberus Business Finance Agency, LLC,  
a company incorporated in the United States of America, acting  
by Joseph Naccarato, who, in accordance with the laws of  
that territory, is acting under the authority of the company

SPB

**Collateral Agent**

Signature in the name of the company

**CERBERUS BUSINESS FINANCE AGENCY, LLC**



Authorised signatory

Joseph Naccarato

Name

Senior Managing Director

Title