



Registration of a Charge

Company Name: **SPIROFLOW LIMITED**

Company Number: **01210198**



XC2PMQ5K

Received for filing in Electronic Format on the: **02/05/2023**

Details of Charge

Date of creation: **28/04/2023**

Charge code: **0121 0198 0006**

Persons entitled: **ABACUS FINANCE GROUP, LLC**

Brief description: **THE TRADEMARKS REGISTERED AT THE INTELLECTUAL PROPERTY OFFICE WITH TRADEMARK NUMBERS UK00001021718, UK00001263106, UK00001263107, UK00002606672 AND UK00003374997**

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:

HARRY REID, SOLICITOR, FARRER & CO LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1210198

Charge code: 0121 0198 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2023 and created by SPIROFLOW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2023 .

Given at Companies House, Cardiff on 3rd May 2023

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



Companies House



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

Dated 28 April 2023

SOLIDS & POWDER HANDLING LIMITED

AND

SPIROFLOW LIMITED

as Initial Chargors

AND

ABACUS FINANCE GROUP, LLC
as Agent

DEBENTURE

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THIS DEED is dated 28 April 2023 and made between:

- (1) **SOLIDS & POWDER HANDLING LIMITED**, a company incorporated and registered under the laws of England and Wales with number 09100081 whose registered office is at Lincoln Way, Clitheroe, Lancashire, BB7 1QG; and
- (2) **SPIROFLOW LIMITED**, a company incorporated and registered under the laws of England and Wales with number 01210198 whose registered office is at Lincoln Way, Clitheroe, Lancashire, BB7 1QG;

(each, an "Initial Chargor"); and
- (3) **ABACUS FINANCE GROUP, LLC**, as collateral agent for the Secured Parties (in such capacity, together with its successors and assignees, the "Agent").

The Initial Chargors enter into this Deed in connection with the Credit Agreement (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS

In this Deed:

"Account Bank" means each bank, financial institution or other person with whom an Account is maintained.

"Accounts" means all accounts at any time owned or operated by any Chargor with any Account Bank as renumbered or redesignated from time to time, each replacement account or sub-account relating to any of them, all money from time to time standing to the credit of those accounts, all interest accruing in relation to them and the debt or debts represented by them, including without limitation those accounts set out in Schedule 1 (*Bank Accounts*).

"Administrator" means any administrator appointed in respect of any Chargor whether by the Agent, a court or otherwise.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Chargor" means each Initial Chargor together with any person which becomes a party to this Deed and grants Security over its assets in favour of the Agent by executing a Security Accession Deed.

"Contracts" means any agreement governed by English law to which a Chargor is a party and is designated in writing as a Contract by the Agent and such Chargor from time to time.

"Credit Agreement" means the New York law governed credit agreement dated 23 September 2022 between, among others, MRC Keystone Acquisition LLC as the Borrower, MRC Keystone Intermediate LLC as Holdings, the Lenders from time to time party thereto and Abacus Finance Group, LLC as the Agent as Administrative Agent and Sole Lead Arranger, as may be amended, restated, or amended and restated from time to time.

"Declared Default" means an "Acceleration Event" as defined in the Credit Agreement, and a Declared Default is 'continuing' for so long as such demand has not been satisfied or revoked.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Agent and/or any Receiver (as appropriate).

"Discharge Date" means the date on which all the Secured Obligations have been Paid in Full.

"Dividends" means all dividends and distributions of any kind, interest and any other income received or receivable in relation to any of the Shares.

"Event of Default" means an Event of Default as defined in the Credit Agreement.

"Group" means the Loan Parties as defined in the Credit Agreement and their Subsidiaries.

"Guarantee and Security Agreement" means New York law governed guarantee and collateral agreement dated 23 September 2022 between, among others, MRC Keystone Acquisition LLC as a grantor, the Grantors and Guarantors from time to time party thereto and the Agent, as may be amended, restated, or amended and restated from time to time.

"Initial Shares" means the shares owned by each Initial Chargor as at the date hereof, excluding shares in any companies not incorporated in England and Wales.

"Intellectual Property" has the meaning given to it in the Guarantee and Security Agreement and including without limitation the intellectual property listed in Schedule 2 (*Intellectual Property*), subject always to Clause 6 (*Property Restricting Charging*).

"Investments" means the Shares and Dividends.

"LPA" means the Law of Property Act 1925.

"Material Adverse Effect" has the meaning given to it in the Credit Agreement;

"Monetary Claims" means all book and other debts and monetary claims of any nature and however arising at any time owing to a Chargor or in which it has an interest and all proceeds of those debts and claims together with the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same.

"Party" means a party to this Deed.

"Payment" means in respect of any Secured Obligations (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Secured Obligations (or other liabilities or obligations).

"Policies" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested (in each case governed by or subject to English law), in each case, excluding any third party liability or public liability insurance and any directors and officers insurance.

"Quasi-Security" means an arrangement or a transaction whereby any Chargor shall:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re acquired by that Chargor or any member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or

(d) enter into any other preferential arrangement having a similar effect,

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

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Assets.

"Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226).

"Related Rights" means, as regards any Secured Asset, all present and future:

- (a) money and proceeds of any nature paid or payable in relation to the Secured Asset, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Secured Asset; and
- (b) all rights and assets of any nature attaching to, deriving from or exercisable as a result of any Chargor's interest in or ownership or operation of the Secured Asset.

"Required Lenders" has the meaning given to it in the Credit Agreement.

"Secured Assets" means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by this Deed or any document entered into pursuant or supplemental to this Deed.

"Secured Obligations" means an "Obligation" as defined in the Credit Agreement.

"Secured Party" means the Secured Parties (as defined in the Credit Agreement) and any Receiver or Delegate.

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

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in Schedule 5 (*Form of Security Accession Deed*).

"Shares" means:

- (a) the Initial Shares and all shares, stocks, debentures, bonds, warrants, coupons, interests in collective investment schemes and all other securities and investments of any kind whatsoever (whether in certificated or uncertificated form) at any time owned by any Chargor or in which it has an interest; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by any Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which that Chargor has an interest at any time,

in each case, excluding such assets located outside of England and Wales.

"Transaction Security" means Security created or expressed to be created in favour of the Agent as trustee for the Secured Parties and all proceeds of that Transaction Security, pursuant to any Loan Documents governed by the laws of England and Wales and any other Loan Document.

"Trust Property" means:

- (a) all obligations expressed to be undertaken by a Loan Party to pay amounts in respect of its liabilities to the Agent as trustee for the Secured Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by a Loan Party in favour of the Agent as trustee for the Secured Parties;
- (b) the Agent's interest in any trust fund created pursuant to any turnover of receipt provisions in any Loan Documents;
- (c) any other amounts or property, whether rights, entitlements, chooses in action or otherwise, actual or contingent, which the Agent is required by the terms of the Loan Documents to hold as trustee on trust for the Secured Parties.

2. CONSTRUCTION

2.1 Unless defined in this Deed, a term defined in the Credit Agreement has the same meaning in this Deed and in any notice given under or in connection with this Deed.

2.2 Unless a contrary indication appears, a reference in this Deed to:

- 2.2.1 the **"Agent"**, any **"Chargor"**, any **"Secured Party"**, any **"Loan Party"** or any **"Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Agent, any person for the time being appointed as Agent or Agents in accordance with the Loan Documents;
- 2.2.2 **"assets"** includes present and future properties, revenues and rights of every description;
- 2.2.3 **"certificated"** has the meaning given to it in the Uncertificated Securities Regulations 2001;
- 2.2.4 **"clearance system"** means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person;
- 2.2.5 this Deed, the **"Credit Agreement"**, a **"Loan Document"** or any other agreement or instrument is a reference to this Deed, the Credit Agreement or such other Loan Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- 2.2.6 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);
- 2.2.7 a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any applicable governmental, inter-governmental or supernatural body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

- 2.2.8 "Secured Assets" includes:
- (a) any part of that Secured Asset;
 - (b) any present and future assets of that type; and
 - (c) all Related Rights relating to that Secured Asset;
- 2.2.9 "Secured Obligations" is deemed to include a reference to any part of them;
- 2.2.10 a provision of law is a reference to that provision as amended or re-enacted;
- 2.2.11 the singular is deemed to include the plural and vice versa; and
- 2.2.12 a time of day is a reference to London time.
- 2.3 Clause and Schedule headings are for ease of reference only.
- 2.4 The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.
- 2.5 Notwithstanding any other provision of this Deed, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.
- 2.6 Any undertaking given by a Chargor under this Deed remains in force until the Discharge Date and is given for the benefit of each Secured Party.
- 2.7 The absence of or incomplete details of any Secured Asset in any Schedule does not affect the validity or enforceability of any Security under this Deed.
- 2.8 If the Agent considers on reasonable grounds, acting at the direction of the Required Lenders (acting reasonably), that an amount paid to any Secured Party under any Loan Document or in relation to any Secured Obligation is likely to be avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed. This Clause 2.8 shall not apply in respect of any amount paid (directly or indirectly) in connection with a refinancing of the debt by an unconnected party as lender or other redemption made (directly or indirectly) from third party funding that is made available to the Loan Parties and their Subsidiaries.
- 2.9 All Security and dispositions made or created and all obligations and undertakings contained in this Deed to, in favour of or for the benefit of the Agent are made, created and entered into in favour of the Agent as trustee for the Secured Parties on the terms of the Credit Agreement.
- 2.10 Notwithstanding anything to the contrary in this Deed, the terms of this Deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Loan Documents and the Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction.
- 2.11 Unless otherwise defined in this Deed, words and expressions defined in the Credit Agreement shall have the same meanings when used in this Deed. In the event of any conflict or

inconsistency between the terms of the Credit Agreement and this Deed, the terms of the Credit Agreement shall prevail.

- 2.12 Any reference in this Deed to the Agent providing approval or consent or making a request or imposing a requirement, direction or determination, or to an item or a person being acceptable to, satisfactory to, to the satisfaction of or approved by or specified by the Agent or entering into negotiations, or requiring certain steps or actions to be taken, or the Agent exercising its discretion to permit or waive any action or the Agent or providing, performing, making, agreeing or disagreeing with any calculation, are to be construed, unless otherwise specified in this Deed, or unless the relevant right or obligation relates to the commercial or personal interest of the Agent, as references to the Agent taking such action (or refraining from taking such action) acting on the instructions of the Required Lenders, and any references in this Deed to:

- 2.12.1 the Agent acting reasonably;
- 2.12.2 the Agent reasonably requiring an action or a matter or the provision of any document, information, report, confirmation or evidence;
- 2.12.3 a matter being in the reasonable opinion of the Agent;
- 2.12.4 the Agent's approval or consent not being unreasonably withheld or delayed; or
- 2.12.5 any document, report, confirmation or evidence being required to be reasonably satisfactory to the Agent,

are to be construed, unless otherwise specified in this Deed, as the Agent acting on the instructions of the Required Lenders (and the Required Lenders hereby agree to act reasonably and without unreasonable delay (as applicable) in circumstances where the Agent would otherwise be required to act reasonably and without unreasonable delay if this Clause 2.12 did not apply). Where the Agent is obliged to consult under the terms of this Deed, unless otherwise specified, the Required Lenders must instruct the Agent to consult in accordance with the terms of this Deed and the Agent must carry out that consultation in accordance with the instructions it receives from the Required Lenders. The Agent shall be under no obligation to determine the reasonableness of such circumstances or whether in giving such instructions the Required Lenders are acting in a reasonable manner or not unreasonably withholding or delaying their consent (as the case may be).

3. DECLARATION OF TRUST

- 3.1 The Agent hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and each of the Chargors hereby acknowledges) that the Trust Property is held by the Agent as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Credit Agreement.
- 3.2 Section 1 of the Trustee Act 2000 shall not apply to the duties of the Agent in relation to the trusts created by this Deed or any other Loan Document. In performing its duties, obligations and responsibilities, the Agent shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Deed and the other Loan Documents.
- 3.3 In acting as trustee for the Secured Parties under this Deed, the Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the Agent may be treated as confidential and shall not be regarded as having been given to the Agent's trustee division.

4. COVENANT TO PAY

Subject to any limits on its liability specified in the Loan Documents, each Chargor covenants with the Agent (for the benefit of itself and the Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment, subject to, and in accordance with, the terms of the Credit Agreement.

5. SECURITY

5.1 General

5.1.1 All the Security created under this Deed:

- (a) is created in favour of the Agent;
- (b) is security for the payment, discharge and performance of all the Secured Obligations except for any Secured Obligations which, if secured by this Deed, would cause such Security to be unlawful or prohibited by any applicable law; and
- (c) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

5.2 Investments

Each Chargor charges by way of a first fixed charge all its Investments.

5.3 Accounts

5.3.1 Each Chargor assigns absolutely, by way of security, subject to reassignment by the Agent in accordance with Clause 25 (*Release of Security*), all its rights in respect of the Accounts.

5.3.2 To the extent that they are not effectively assigned under 5.3.1, each Chargor charges by way of first fixed charge all of its rights and interest in and to the Accounts.

5.4 Monetary Claims

Each Chargor charges by way of a first fixed charge all its Monetary Claims.

5.5 Contracts

5.5.1 Each Chargor assigns absolutely to the Agent, by way of security, subject to reassignment by the Agent in accordance with Clause 25 (*Release of Security*), all its rights in respect of the Contracts.

5.5.2 To the extent that they are not effectively assigned under Clause 5.5.1, each Chargor charges by way of first fixed charge all its rights described in Clause 5.5.1.

5.6 Insurances

5.6.1 Each Chargor assigns absolutely, by way of security, subject to reassignment by the Agent in accordance with Clause 25 (*Release of Security*), all amounts payable

to it under or in connection with the Policies and all of its rights in connection with those amounts.

- 5.6.2 To the extent that they are not effectively assigned under Clause 5.6.1, each Chargor charges by way of a first fixed charge the relevant amounts and rights described in Clause 5.6.1 above.

5.7 Intellectual Property

Each Chargor charges by way of first fixed charge all Intellectual Property (if any), other than Intellectual Property the rights for which are governed by the law of a state of the United States.

5.8 Floating charge

- 5.8.1 Each Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under this Clause 5.

- 5.8.2 The floating charge created by Clause 5.8.1 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

5.9 Crystallisation

- 5.9.1 The Agent may at any time by notice in writing to the Initial Chargors convert any floating charge created pursuant to Clause 5.8 (*Floating charge*) above into a fixed charge with immediate effect as regards any property or assets specified in the notice if:

- (a) the security constituted by this Deed has become enforceable in accordance with Clause 13 (*Enforcement of Security*); or
- (b) the Agent is of the view (acting reasonably) that any Secured Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy.

- 5.9.2 Notwithstanding Clause 5.9.1 and without prejudice to any rule of applicable law which may have a similar effect, the floating charge created by Clause 5.8 (*Floating charge*) will automatically and immediately (without notice) convert into a fixed charge over a Chargor's assets (which are subject to such floating charge) if:

- (a) any Chargor creates or attempts to create any Security over any of the Secured Assets otherwise than in accordance with the terms of the Credit Agreement or any other Loan Document or with the written consent of the Agent;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets; or
- (c) an administrator is appointed in respect of that Chargor.

- 5.9.3 The floating charge created by Clause 5.8 (*Floating charge*) may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
 - (b) anything done with a view to obtaining a moratorium,
- under the Insolvency Act 2000.

6. PROPERTY RESTRICTING CHARGING

There shall be excluded from the charge created by Clause 5 (*Security*) and from the operation of Clause 8 (*General Undertakings*) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property.

7. EXCLUDED ASSETS

7.1 Unless otherwise expressly agreed in writing between the relevant Chargor and the Agent after the date on which it becomes a party to this Deed, there shall be excluded from the Security created by Clause 5 (*Security*), from the other provisions of this Deed and from the operation of any further assurance provisions contained in the Loan Documents:

- 7.1.1 any asset or undertaking which a Chargor is at any time prohibited (whether conditionally or unconditionally) from creating Security on or over by reason of any legal requirement, contract, licence, lease, instrument, regulatory constraint (including any agreement with any government or regulatory body) or other arrangement with a third party which may prevent or condition the asset from being charged, secured or being subject to this Deed (including any asset or undertaking which a Chargor is precluded from creating Security on or over without the prior consent of a third party, supervisory board or works council (or equivalent)) in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party;
- 7.1.2 any asset or undertaking which, if subject to any such Security or the provisions of this Deed, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or undertaking or require the relevant Chargor and/or any member of the Group to take any action materially adverse to the interests of the Group or any member thereof, in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party;
- 7.1.3 any asset or undertaking situated outside England and Wales;
- 7.1.4 any shares, ownership interests or investments in a joint venture (or other similar arrangement or other minority interest investment), or any member of the Group which is not wholly owned by another member of the Group;
- 7.1.5 any asset or undertaking subject to security in favour of a third party or any cash, cash equivalent investments or other assets constituting (or segregated as) in each case: (x) regulatory and/or restricted capital; and/or (y), customer cash;
- 7.1.6 any bank account:
 - (a) which constitutes an Excluded Account (as such term is defined in the Credit Agreement);

- (b) in which securities or other non-cash assets are or become held or are to be held;
- (c) which is or becomes subject to any cash pooling or similar arrangement;
- (d) which is designated at any time or to be designated as a collections or similar account in respect of any factoring or receivables financing arrangement;
- (e) which is designated at any time as a cash collateral or similar account in respect of any indebtedness; or
- (f) over which a permitted Lien is or becomes granted or is to be granted, in connection with any permitted Debt (other than permitted Debt under the Loan Documents) as a condition of such permitted Debt being made available,

to the extent such arrangement is permitted under the Loan Documents (each such account described in this Clause 7.1.6, an "Exempt Account");

provided that:

- (i) Clauses 7.1.3 to 7.1.6 shall not exclude any floating charge created under Clause 5.8 (*Floating Charge*) in respect of any Chargor; and
- (ii) in the case of Clauses 7.1.1 and 7.1.2, (A) each relevant Chargor shall use reasonable endeavours (for a period of not more than 20 Business Days and without incurring material costs or taking any action which adversely impacts relationships with third parties) to obtain consent to charging any such asset or undertaking (where otherwise prohibited) if the Agent (acting on the instructions of the Required Lenders, acting reasonably) specifies that such asset or undertaking is material and the Company is satisfied that such endeavours will not adversely impact its relationships with third parties, and (B) if such prohibition or right to terminate is irrevocably and unconditionally waived or otherwise ceases to apply, the relevant Chargor agrees to take all steps required pursuant to section 5.14 (*Additional Collateral; Further Assurances*) of the Credit Agreement such that the relevant asset is thereafter included in the Security created by Clause 5 (*Security*) but otherwise continuing to be subject to this Clause 7 (*Excluded Assets*).

7.1.7 If at any time a Chargor notifies the Agent that an asset being subject to the Security created by Clause 5 (*Security*) or any other provision of this Deed has been sold or disposed of in compliance with the terms of the Credit Agreement, the Agent shall promptly enter into such documentation as is required by that Chargor (acting reasonably) in order to release that asset from the Security created by Clause 5 (*Security*) and the other provisions of this Deed, provided that any costs and expenses reasonably and properly incurred by the Agent entering into such documentation at the request of such Chargor pursuant to this Clause 7 (*Excluded*

Assets) shall be for the account of such Chargor (subject to relevant costs and expenses provisions in the Credit Agreement). The Agent is entitled to rely absolutely and without any further investigation on any such notification from a Chargor and is irrevocably authorised by each Secured Party to enter into such documentation in accordance with the terms of the Credit Agreement.

8. GENERAL UNDERTAKINGS

8.1 Security

No Chargor shall, save as permitted in the Credit Agreement or any Loan Document, create or permit to subsist any Security or Quasi-Security over the Secured Assets other than pursuant to this Deed.

9. INVESTMENTS

9.1 Deposit of title documents

Each Chargor undertakes to deposit with the Agent or the Agent's nominee:

- 9.1.1 on or before execution of this Deed, all share certificates or other documents of title relating to the Initial Shares;
- 9.1.2 promptly and in any event within 10 Business Days of its acquisition, accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments, all share certificates and other documents of title representing each item,

together with stock transfer forms (or other appropriate transfer instruments) signed by that Chargor (or its nominee, where appropriate) as transferor but with details of the transferee, date and consideration left blank, on the basis that the Agent may hold all those certificates, forms and documents until the Discharge Date. The Agent is entitled at any time after a Declared Default has occurred and is continuing to complete the stock transfer forms (or other transfer instruments) on behalf of that Chargor in favour of the Agent or its nominee, using the power of attorney contained in Clause 20 (*Power of attorney*).

9.2 Voting and Dividends

9.2.1 Voting and other rights prior to a Declared Default which is continuing

Prior to the occurrence of a Declared Default which is continuing:

- (a) subject to paragraph (b) below, each Chargor is entitled to exercise or direct the exercise of the voting and other rights and powers attached to any Investment as it sees fit provided that the exercise or failure to exercise those rights does not have an adverse effect on the validity, enforceability or existence of the Secured Assets or the Security created under this Deed; and
- (b) each Chargor is entitled to receive all Dividends.

9.2.2 Voting and other rights following a Declared Default which is continuing

After the occurrence of a Declared Default which is continuing:

- (a) the Agent will be entitled to exercise or direct the exercise (or refrain from exercising or refrain from directing the exercise) of the voting and other rights attached to any Investment as it sees fit;
 - (b) each Chargor shall comply, or procure compliance with, any directions of the Agent in relation to the exercise of those rights and shall promptly execute and deliver to the Agent all forms of proxy as the Agent may require in connection with the exercise of those rights, unless the Agent has notified such Chargor in writing that it wishes to give up this right; and
 - (c) all Dividends shall be paid or transferred to the Agent (or to its order) and any Dividends received by any Chargor shall be held by that Chargor on trust for the Agent and promptly paid by it to the Agent or to any nominee designated by the Agent.
- 9.2.3 (a) The Agent may, in its absolute discretion, and without any consent or authority from the Secured Parties or any Chargor, by notice to a Chargor elect to give up the right to exercise (or refrain from exercising) all voting rights in respect of the Shares conferred or to be conferred on the Agent pursuant to paragraph 9.2.2(a) above and the Secured Parties unconditionally waive any rights they may otherwise have to require the Agent not to make such election or to indemnify, compensate or otherwise make them good as a consequence of such election; and
- (b) Once a notice has been issued by the Agent under paragraph 9.2.3(a) above, on and from the date of such notice, the Agent shall cease to have the rights to exercise or refrain from exercising voting rights in respect of the Shares conferred or to be conferred on it pursuant to paragraph 9.2.2(a) above or any other provision of this Deed and all such rights shall be exercisable by the relevant Chargor. That Chargor shall be entitled on and from the date of such notice to exercise all voting rights in respect of the Shares subject only to the proviso contained in paragraph 9.2.3(a) above.

10. ACCOUNTS

10.1 Undertakings

Each Chargor shall, except as regards any account maintained with the Agent, deliver to the Agent details of each Account maintained by it as soon as reasonably practicable following the opening of a new Account or any redesignation or change in account details affecting any Account; provided, that, it is agreed and understood that each Chargor shall have until the date that is ninety (90) days following the closing date in respect of a Permitted Acquisition (or such later date following the closing date of such Permitted Acquisition as may be agreed to by the Agent in its reasonable discretion) to comply with the provisions of this Clause 10.1 with regard to accounts (other than Exempt Accounts) acquired or opened by such Chargor in connection with such Permitted Acquisition.

10.2 Operation of the Accounts

- 10.2.1 Prior to the occurrence of a Declared Default which is continuing and where a notice has been served by the Agent, each Chargor shall be entitled to withdraw or transfer any sum standing to the credit of such Account.

- 10.2.2 After the occurrence of a Declared Default which is continuing and where a notice has been served by the Agent, no Chargor shall be entitled to make any withdrawals or transfers from any Account without the prior written consent of the Agent.
- 10.2.3 For the avoidance of doubt, the Agent shall only be entitled to deliver the notice referred to in this Clause 10.2 after the occurrence of a Declared Default which is continuing and the operations of the Exempt Accounts by any Chargor shall not be subject to the terms of this Clause 10.2.

10.3 Notice to Account Banks

Each Chargor shall serve a notice of charge in the form of Part 1 of Schedule 1 (Form of Notice to Account Bank (General Account)) on each Account Bank with whom any Account which does not constitute an Exempt Account is held as soon as reasonably practicable following the execution of this Deed or on the opening of any Account which does not constitute an Exempt Account after the date of this Deed, and shall use its reasonable endeavours to procure that each Account Bank acknowledges that notice by signing and returning to the Agent a letter of acknowledgement substantially in the form of Part 2 of the relevant schedule (Form of Acknowledgement from Account Bank) within 20 Business Days of the date of such notice; provided, that, it is agreed and understood that each Chargor shall have until the date that is ninety (90) days following the closing date in respect of a Permitted Acquisition (or such later date following the closing date of such Permitted Acquisition as may be agreed to by the Agent in its reasonable discretion) to serve a notice of charge with regard to accounts (other than Exempt Accounts) acquired or opened by such Chargor in connection with such Permitted Acquisition. Any instructions contained in a notice of charge sent by a Chargor pursuant to this Clause 10 (*Accounts*) may not be revoked or amended without the prior written consent of the Agent.

11. MONETARY CLAIMS

Following the occurrence of a Declared Default which is continuing, no Chargor shall, without the prior written consent of the Agent, assign, factor, discount, release, waive, compound or otherwise deal with any of the Monetary Claims or vary any term relating to a Monetary Claim other than as permitted by the terms of the Loan Documents.

11.1 Assignment

Each Chargor shall, following the occurrence of a Declared Default which is continuing, execute a legal assignment of its Monetary Claims in favour of the Agent on such terms as the Agent may agree and will sign and deliver written notice of that assignment, in a form acceptable to the Agent, to each debtor which owes or may owe a Monetary Claim and will use its reasonable endeavours to procure that the notice is duly acknowledged by the debtors concerned in accordance with the terms of that assignment and that, following the date of such notice, each such debtor pays such Monetary Claims into an Account.

12. CONTRACTS

12.1 Notices of assignment

Each Chargor shall as soon as reasonably practicable following execution of this Deed (or, if later, the date upon a document being designated as a Contract for the purposes of this Deed), or upon the request of the Agent following a Declared Default which is continuing, serve a notice, substantially in the form of Part 1 of Schedule 4 (Form of Notice to Counterparty), on each counterparty to each such Contract to which it is a party and use its reasonable endeavours to procure that each such counterparty acknowledges that notice by signing and returning to the

Agent a notice substantially in the form of Part 2 of Schedule 4 (Form of Acknowledgement from Counterparty) within 20 Business Days of the date of this Deed or, if later, 20 Business Days following the designation as a Contract. Any instructions contained in a notice sent to a counterparty pursuant to this Clause 12 (*Contracts*) may not be revoked or amended without the Agent's prior written consent.

12.2 Obligations

Notwithstanding the operation of Clause 5.5 (*Contracts*), each Chargor is and shall remain liable under any Contract to which it is a party to perform all its obligations under that Contract and the Agent shall not be, or be deemed to be, under any obligation or liability under or in connection with such Contract by reason of this Deed or the exercise by the Agent of any rights, powers or remedies under this Deed.

13. ENFORCEMENT OF SECURITY

13.1 Timing

The Security created by this Deed will be immediately enforceable at any time after the occurrence of a Declared Default which is continuing.

13.2 Enforcement

After the Security created by or pursuant to this Deed has become enforceable in accordance with Clause 13.1 (*Timing*) above, the Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- 13.2.1 enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit (acting reasonably)) and take possession of and hold or dispose of all or any part of the Secured Assets;
- 13.2.2 whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorisations and discretions conferred by the LPA (as varied and extended by this Deed) on mortgagees, by this Deed on any Receiver, or conferred by the Insolvency Act 1986 or any other law on mortgagees and Receivers;
- 13.2.3 exercise all its rights, powers and remedies as assignee of the Accounts and, in particular, the right to:
 - (a) demand and receive any interest or other monies payable in respect of any credit balance on any Account; and
 - (b) withdraw sums standing to the credit of any Account (or, by notice to the bank with whom such Account is maintained, block the withdrawal of any such sums) and otherwise exercise all rights in relation to each of the Chargors' Accounts as the relevant Chargor may exercise (or, but for this Deed) might exercise; and
- 13.2.4 apply, transfer or set-off any or all of the balances from time to time standing to the credit of the Accounts in or towards the payment or other satisfaction of all or part of the Secured Obligations then due but unpaid in accordance with Clause 17 (*Order of Application*).

13.3 Effect of a moratorium

The Agent shall not be entitled to exercise its rights under Clause 13.2 (*Enforcement*) to the extent that such exercise would be contrary to the provisions of paragraph 13 of Schedule A1 of the Insolvency Act 1986.

13.4 Statutory powers

13.4.1 The statutory power of sale or other right of disposal conferred on the Agent and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

13.4.2 (a) The statutory powers of leasing may be exercised by the Agent at any time on or after this Deed has become enforceable and such powers are extended by this Deed so as to authorise the Agent to lease, make agreements for lease, accept surrenders of leases and grant options on such terms as the Agent may think fit and without the need to comply with any restrictions imposed by law (including, but not limited to, under section 99 or section 100 of the LPA).

(b) For the purposes of sections 99 and 100 of the LPA, the expression "Mortgagor" will include any incumbrancer deriving title under a Chargor and neither sub-section (18) of section 99 nor sub-section (12) of section 100 of the LPA will apply.

13.4.3 The restrictions contained in section 93 and section 103 of the LPA shall not apply to this Deed, to the exercise by the Agent of its right to consolidate all or any of the Security created by or pursuant to this Deed with any other Security in existence at any time or its power of sale and such powers of consolidation or sale are exercisable by the Agent, without notice to any Chargor, on or at any time after this Deed has become enforceable as herein provided.

14. RECEIVER

14.1 Appointment of Receiver

14.1.1 After this Deed has become enforceable the Agent may without prior notice, appoint:

- (a) any one or more persons to be a Receiver of all or any part of the Secured Assets; or
- (b) two or more Receivers of separate parts of the Secured Assets; or
- (c) appoint another person(s) as an additional Receiver(s).

14.1.2 Any appointment under Clause 14.1.1 may be by deed, under seal or in writing under its hand.

14.1.3 Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this Deed.

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

14.2 Statutory powers of appointment

The powers of appointment of a Receiver pursuant to Clause 14.1 (*Appointment of Receiver*) above shall be in addition to all statutory and other powers of appointment of the Agent under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Agent in respect of any part of the Secured Assets.

14.3 Removal

The Agent may from time to time by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver who has been removed for any reason.

14.4 Remuneration

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

14.5 Agent of a Chargor

14.5.1 A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA. Each Chargor is solely responsible for the remuneration, expenses, contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

14.5.2 Neither the Agent nor any Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

14.5.3 No Receiver shall at any time act as agent for the Agent.

15. POWERS OF RECEIVER

15.1 Statutory powers

15.1.1 A Receiver (subject to any restrictions in the instrument appointing him but notwithstanding any winding up or dissolution of any Chargor) has (to the extent permitted by law) all of the rights, powers and discretions conferred on:

- (a) an administrative receiver under Schedule 1 of the Insolvency Act 1986, as if such Schedule and all relevant definitions set out in the Insolvency Act 1986 were set out in this Deed; and
- (b) otherwise, all the rights, powers and discretions conferred on a mortgagor, a mortgagee in possession and on a Receiver (or a receiver and manager) appointed under the LPA.

- 15.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually (and to the exclusion of any other Receiver) or together with any other person appointed or substituted as a Receiver.

15.2 Additional powers

In addition to those powers, rights and discretions set out in sub-clauses 15.1.1(a) and 15.1.1(b), a Receiver shall have the following rights, powers and discretions:

15.2.1 Employees

- (a) A Receiver may appoint and discharge managers, directors and secretaries for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the relevant Chargor.

15.2.2 Sale of assets

- (a) The consideration for the sale of any Secured Asset may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which the Receiver thinks fit.
- (b) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor.

15.2.3 Mediation

A Receiver may refer to mediation any question in relation to any Secured Asset that he thinks fit.

15.2.4 Delegation

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

15.2.5 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider necessary or desirable for realising any Secured Asset or incidental or conducive to any of the rights, powers, remedies or discretions conferred on the Agent or any Receiver under or by virtue of this Deed or by applicable law;
- (b) manage any Secured Asset as he thinks fit;
- (c) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute owner of that Secured Asset; and

- (d) use the name of a Chargor for any of the purposes set out in this Clause 15 (*Powers of Receiver*).

16. APPOINTMENT OF ADMINISTRATOR

- 16.1 Subject to the Insolvency Act 1986, at any time after the Security created by this Deed has become enforceable in accordance with Clause 13.2 (*Enforcement*), the Agent may appoint one or more qualified persons to be an Administrator of any Chargor, to act individually (and to the exclusion of any other Administrator) or together with any other Administrators so appointed or substituted.
- 16.2 For the purposes of this Clause, a "qualified person" is a person qualified to act as an Administrator under the Insolvency Act 1986.

17. ORDER OF APPLICATION

17.1 Application of proceeds

Unless otherwise determined by the Agent or a Receiver, all amounts received or recovered by the Agent or any Receiver in exercise of their rights under this Deed will, subject to the rights of any creditors having priority, be applied in the order provided in Clause 17.2 (*Order of application*). Clause 17 (*Order of Application*) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

17.2 Order of application

The order referred to in Clause 17.1 (*Application of proceeds*) is:

- 17.2.1 in or towards payment of, or the provision for, all the costs, expenses and losses incurred, and payments made, by the Agent (in its capacity as Agent only) and/or any Receiver under or in connection with this Deed and all remuneration due to any Receiver under or in connection with this Deed;
- 17.2.2 in or towards the payment or discharge of the Secured Obligations in the order provided in the Credit Agreement or in such order as the Agent thinks fit; and
- 17.2.3 in payment of any surplus to any Chargor or other person entitled to it.

18. PROTECTION OF PURCHASERS

- 18.1 No purchaser or other person dealing with the Agent or a Receiver shall be bound to enquire:
- 18.1.1 whether the Secured Obligations have become payable;
- 18.1.2 whether any power which the Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 18.1.3 whether any money remains due under the Loan Documents; or
- 18.1.4 how any money paid to the Agent or to that Receiver is to be applied.
- 18.2 The receipt of the Agent or any Receiver shall be conclusive discharge to any purchaser and, in making any sale or disposal of any of the Secured Assets or making any acquisition, the Agent or any Receiver may do for such consideration, in such manner and on such terms as it thinks fit.

19. LIABILITY OF AGENT AND RECEIVER

19.1 Liability

Neither the Agent, any Receiver nor any of their respective Delegates and sub delegates, (whether as mortgagee in possession or otherwise) shall either by reason of:

19.1.1 taking possession of or realising all or any part of the Secured Assets; or

19.1.2 taking any action permitted by this Deed,

be liable to any Chargor or any other person for any costs, losses or liabilities relating to any of the Secured Assets or for any act, default, omission or misconduct of the Agent, any Receiver or their respective Delegates and sub-delegates in relation to the Secured Assets or otherwise except for any cost, losses or liabilities resulting solely and directly from the gross negligence or wilful default of the Agent, any Receiver or their respective Delegates and sub-delegates.

19.2 Exoneration

Neither the Agent, any Receiver nor any of their respective Delegates and sub delegates shall have any duty:

19.2.1 to perform any obligation of a Chargor or exercise any rights in relation to any Secured Asset;

19.2.2 to ensure that any Related Rights are made available or to verify that the correct amount has been received in relation to any Related Right;

19.2.3 to take up any offer in relation to any Secured Assets;

19.2.4 to give any notification to anyone in relation to any Secured Asset; or

19.2.5 to take any action to enforce any other person's obligations as regards any Secured Asset.

20. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Agent, each Receiver and any Delegate to be its attorney at any time (i) while a Declared Default is continuing, and (ii) to take any action which that Chargor is obliged to take under this Deed or which may be required to enable the exercise of any rights or powers conferred on the Agent or any Receiver under this Deed or by law or otherwise for any of the purposes of this Deed, that it has failed to so take. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 20 (*Power of attorney*).

21. DELEGATION AND DISCRETION

21.1 Delegation

Each of the Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

21.2 Discretion

Any right or power which may be exercised or any determination which may be made under this Deed by the Agent or any Receiver may be exercised by it in its absolute and unfettered discretion, without any obligation to give reasons.

22. EFFECTIVENESS OF SECURITY

22.1 Continuing Security

Subject to Clause 25 (*Release of Security*), the Security constituted by this Deed shall remain in full force and effect as continuing security for the Secured Obligations until the Discharge Date.

22.2 Cumulative rights

The Security created by or pursuant to this Deed and the rights, powers and remedies of the Agent under this Deed shall be cumulative and shall be in addition to and independent of every other Security, right, power or remedy which the Agent or any Secured Party may at any time have in connection with the Secured Obligations, including all rights, powers and remedies provided by applicable law, and accordingly, the Agent shall not be obliged before exercising any such rights, powers or remedies:

22.2.1 to make any demand of, or take any action or obtain any judgment in any court against, any Chargor;

22.2.2 to make or file any claim or proof in winding-up or dissolution of any Chargor; or

22.2.3 to enforce or seek to enforce any other Security held by it in respect of the Secured Obligations.

22.3 No merger of Security

No prior Security held by the Agent (whether in its capacity as trustee or otherwise) or any other Secured Party over the whole or any other part of the Secured Asset shall merge into the Security constituted by this Deed.

22.4 No prejudice

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

22.5 Remedies and waivers

No election to affirm this Deed on the part of the Agent shall be effective unless in writing.

22.6 Partial invalidity

If any part of the Security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security constituted under this Deed.

22.7 Waiver of defences

The obligations of, and the Security created by, each Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 22 (*Effectiveness of security*), would reduce, release or prejudice any of its obligations under, or the Security created by, this Deed and whether or not known to any Chargor or any Secured Party including:

- 22.7.1 any time, waiver or consent granted or agreed to be granted to, or composition with, any Chargor or any other person;
- 22.7.2 the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor or that Chargor;
- 22.7.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over assets of, any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 22.7.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;
- 22.7.5 any amendment, novation, supplement, extension (whether at maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not onerous) or replacement of a Loan Document or any other document or Security or of the Secured Obligations (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Loan Document or other documents);
- 22.7.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security or of the Secured Obligations; or
- 22.7.7 any insolvency or similar proceedings relating to any Chargor or any other person.

22.8 Immediate recourse

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

22.9 Appropriations

Until the occurrence of the Discharge Date, any Secured Party (or any trustee or agent on its behalf) may refrain from applying or enforcing any other monies, Security or rights held or received by it in relation to the Secured Obligations, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations, or otherwise) and hold in an interest bearing suspense account any money received from a Chargor on account of the Secured Obligations.

22.10 Non-competition

Until the occurrence of the Discharge Date or unless the prior written consent of the Agent is obtained, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- 22.10.1 to be indemnified by any person, including any Chargor;
- 22.10.2 to claim any contribution from any other provider of Security or any guarantor of the Secured Obligations;
- 22.10.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Secured Party's rights under the Loan Documents or of any other guarantee, indemnity or Security taken pursuant to, or in connection with, the Secured Obligations by any Secured Party;
- 22.10.4 to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which that Chargor has given a guarantee, undertaking or indemnity under any Loan Document;
- 22.10.5 to exercise any right of set-off against any Chargor; and/or
- 22.10.6 to claim rank, prove or vote as a creditor of any Chargor or its estate in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution contrary to the terms of this Clause 22 (*Effectiveness of security*), it shall hold that benefit, payment or distribution (to the extent necessary to enable all amounts which may be or become payable to the Agent in connection with the Secured Obligations to be repaid in full) on trust for the Agent and shall promptly pay or transfer the same to the Agent or to the Agent's nominee.

22.11 Tacking

- 22.11.1 For the purposes of section 94(1)(c) of the LPA and section 49(3) of the Land Registration Act 2002, the Agent confirms on behalf of the Secured Parties that the Secured Parties will comply with their obligations to make further advances under the Credit Agreement subject to the terms of the Loan Documents.

22.12 Further assurance

Each Chargor will, execute and deliver, or cause to be executed and delivered, to the Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents and such other actions or deliveries of the type required by the Credit Agreement, as applicable), which may be required by law or which the Agent may, from time to time, reasonably request to carry out the terms and conditions of this Deed and the other Loan Documents and to ensure perfection and priority of the Security created or intended to be created by this Deed, all at the expense of the Loan Parties.

23. PRIOR SECURITY INTERESTS

- 23.1 In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Secured Assets or in case of exercise by the Agent or any Receiver of any power of sale under this Deed, the Agent may redeem such prior Security or procure the transfer of such Security to itself.

23.2 The Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor absent manifest error by the Agent.

23.3 All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargors to the Agent on demand together with accrued interest on such sums as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Credit Agreement from the time or respective times of the same having been paid or incurred until payment of such sums (as well as after as before judgment).

24. SUSPENSE ACCOUNT

All monies received, recovered or realised by the Agent under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society or financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Agent's discretion, in or towards the discharge of any of the Secured Obligations.

25. RELEASE OF SECURITY

25.1 Upon the occurrence of the Discharge Date, the Agent shall at the request and cost of the Chargors:

25.1.1 release, discharge, re-assign and cancel the security constituted by this Deed and procure the reassignment to the relevant Chargor of the property and assets assigned to the Agent pursuant to this Deed; and

25.1.2 execute any other documents (or procure that its nominees execute any documents) or take any other action which may be necessary to release the Secured Assets from the Security constituted by this Deed,

in each case without recourse to, or any representation or warranty by, the Agent or any of its Delegates.

26. FINANCIAL COLLATERAL

26.1 To the extent that any of the Secured Assets constitute "financial collateral" and this Deed constitutes a "security financial collateral arrangement" (as those terms are defined in the Regulations), the Agent shall, upon the Security created by this Deed becoming enforceable and to the extent permitted by the Regulations, have the right to appropriate all or any part of those Secured Assets in or towards the discharge of the Secured Obligations without obtaining any court authorisation and in such order as the Agent may in its absolute discretion determine.

26.2 The Parties agree that the value of any Secured Asset appropriated in accordance with Clause 26.1 shall be:

26.2.1 in the case of Shares, shall be the price of those Shares at the time the right of appropriation is exercised as listed on any recognised market index, independent valuation or as determined by such other method as the Agent may select (acting reasonably and having regard to the nature of such Shares);

26.2.2 in the case of any other asset, the market value of such financial collateral as determined by the Agent, in each case, in a commercially reasonable manner (which may include by way of an independent valuation).

26.3 The Parties agree that the method of valuation provided for in this Clause 26 (*Financial collateral*) is commercially reasonable for the purposes of the Regulations.

27. PAYMENTS TO BE MADE WITHOUT DEDUCTION

27.1 No deductions

All sums payable by any Chargor under this Deed shall be paid in immediately available funds and shall be paid to the credit of such account as the Agent may designate. All such payments shall be made in full without set-off of any sum owing by the Agent to any Chargor or counterclaim and free and clear of any deductions of or withholding for or on account of any tax or for any other reason, except to the extent that any such deduction or withholding is required by applicable law.

28. ASSIGNMENT AND TRANSFER

28.1 Chargor's consent to assignment/transfer by Agent

Each Chargor consents to the assignment and/or transfer by the Agent of any one or more of its rights and/or obligations under this Deed, provided such assignment and/or transfer is in accordance with the Credit Agreement.

28.2 No assignment/transfer by Chargor

No Chargor may assign or transfer any one or more of its rights and/or obligations under this Deed.

29. MISCELLANEOUS

29.1 Variations

No variation of the terms of this Deed shall be valid unless such variation is in writing and signed by each Chargor and the Agent.

29.2 Third party rights

29.2.1 Unless expressly provided to the contrary in a Loan Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

29.2.2 Notwithstanding any term of any Loan Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

29.3 Counterparts

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

30. NOTICES

30.1 Communications in writing

All communications and notices under this Deed shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 (*Notices*) of the Credit Agreement.

All communications and notices under this Deed to each Chargor shall be given to it in care of the Borrower as provided in Section 9.01 (*Notices*) of the Credit Agreement.

30.2 English language

30.2.1 Any notice given under or in connection with this Deed must be in English.

30.2.2 All other documents provided under or in connection with this Deed must be:

(a) in English; or

(b) if not in English, and if so required by the 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.

31. GOVERNING LAW AND JURISDICTION

31.1 Governing law

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

31.2 Jurisdiction of English courts

31.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

31.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

31.2.3 This Clause 31.2 is for the benefit of the Agent only. As a result, the Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEED is executed as a deed by each Chargor and is signed for and on behalf of the Agent under hand and is delivered and takes effect on the date at the beginning of this Deed.

Schedule 1

BANK ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Spiroflow Limited	HSBC Bank Plc	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]

PH

Schedule 2

INTELLECTUAL PROPERTY

Owner	Mark	App. No.	File Date	Status
Spiroflow Limited	SPIROFLOW	UK00001021718	05.12.1973	Registered
	SPIROFIL	UK00001263106	21.03.1986	Registered
	SPIROWEIGH	UK00001263107	21.03.1986	Registered

Spiroflow Limited Chainflow UK00002606672 11 January 2012 Registered

PH

Spiroflow Limited Spiroflow Active Monitoring Save with SAM UK00003374997 13 February 2019 Registered

Schedule 3

FORM OF NOTICE AND ACKNOWLEDGMENT FOR ACCOUNT BANK (GENERAL ACCOUNT)

Part 1. Form of Notice to Account Bank (General Account)

[On the Letterhead of the Chargor]

To: [name and address of third party bank]

Attention: [●]

Copy to: [Agent details]

Date: [●]

Dear Sirs, Madams,

Debenture dated [●] (the "Debenture") between, among others, [●] (the "Chargor") and [●] (the "Agent")

This letter constitutes notice to you that, pursuant to the Debenture, we have charged (by way of first fixed charge) in favour of the Agent all of our rights in respect to account number [●] sort code [●] in our name with you (the "Account") together with all money from time to time standing to the credit of that Account and the debt represented by it.

1. Upon notification in writing to you by the Agent that a Declared Default (as defined in the Debenture) has occurred and is continuing, we irrevocably instruct and authorise you to:
 - 1.1 to disclose to the Agent such information relating to the Account requested from you by the Agent;
 - 1.2 to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Agent;
 - 1.3 to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Agent; and
 - 1.4 to comply with the terms of any written notice or instructions relating to the Account or the sums standing to the credit of the Account from time to time received by you from the Agent.

Please note that we are and will remain liable to perform all the obligations assumed by us under any mandate or other agreement relating to the Account and that neither the Agent, any Receiver nor any of their agents will at any time have any liability to you regarding the Account.

For the avoidance of doubt, prior to the Agent giving notice that a Declared Default has occurred and is continuing, we shall be free to operate the Account and are permitted to withdraw any moneys (including interest) standing to the credit of the Account.

The instructions in this notice may not be revoked or varied without the prior written consent of the Agent.

This notice 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 [*identify Agent officer*] at [*insert address details of Agent*] with a copy to us at the above address.

Yours faithfully

.....
[*Authorised signatory of Chargor*]

Part 2. Form of Acknowledgement from Account Bank (General Account)

[On the letterhead of the Account Bank]

To: [Agent]

Attention: [●]

Copy to: [●]

Date: [●]

Dear Sirs

Debenture dated [●] (the "Debenture") between, among others, [●] (the "Chargor") and [●] (the "Agent")

We confirm receipt from the Chargor of a notice dated [●] (the "Notice") of the creation of a charge, pursuant to the terms of the Debenture, of all the Chargor's rights in respect to account number [●] sort code [●] in our name with us in the name of [*the Chargor*] (the "Account") together with all money from time to time standing to the credit of that Account and the debt represented by it.

We confirm that:

1. we accept the instructions and authorisations contained in the Notice and agree to comply with the terms of the Notice;
2. we have not received notice of the creation of any other assignment or security regarding the Account or of the creation of any third party interest in the Account or in the sums of money held in the Account or the debts represented by those sums;
3. we do not have and will not in future create, accept or enforce any security interest or right of set-off or combination or other right in respect of the Account, the sums of money held in the Account or the debts represented by those sums; and
4. prior to the occurrence of an Declared Default (as defined in the Debenture and referred to in the Notice), will permit any moneys (including interest) standing to the credit of the Account to be withdrawn from the Account and the Chargor shall be free to operate the Account.

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

Yours faithfully

.....
for and on behalf of
[*third party bank*]

Schedule 4

FORM OF ACKNOWLEDGEMENT AND ACKNOWLEDGEMENT FOR COUNTERPARTY

Part 1. Form of Notice to Counterparty

[On the letterhead of the Chargor]

To: [Contract counterparty]

Copy to: [Agent details]

Date: [●]

Dear Sirs, Madams,

Debenture dated [●] between, among others, [●] (the "Chargor") and [●] (the "Agent") (the "Debenture")

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

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

We instruct you that upon receipt of notice from the Agent that a Declared Default has occurred and is continuing:

1. all remedies provided for in the Contract or available at law or in equity are exercisable by the Agent (provided that the Agent shall have no greater rights under this notice than we have under the Contract);
2. all rights to compel performance of the Contract are exercisable by the Agent although the Company shall remain liable to perform all of the obligations assumed by it under the Contract; and
3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising from the Contract belong to the Agent to the exclusion of the Chargor.

Please note that we are and will remain liable to perform all the obligations assumed by us under the Contract and that neither the Agent, any Receiver nor any of their agents will at any time have any liability to you under the Contract.

We are not permitted to agree any amendment or supplement to, or to waive any term of the Contract, or to terminate the Contract without the prior written consent of the Agent.

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

This notice 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 Agent at [address], with a copy to us at the above address.

Yours faithfully

.....
For and on behalf of
[CHARGOR]

Part 2. Form of Acknowledgement from Counterparty

[On the letterhead of the Counterparty]

To: [Agent]

[Address]

Copy: [Chargor]

Date: [●]

Dear Sirs, Madams,

Debenture dated [●] between, among others, [●] (the "Chargor") and [●] (the "Agent") (the "Debenture")

We confirm receipt from the Chargor of a notice dated [●] (the "Notice") of an assignment, pursuant to the terms of the Debenture, of all the Chargor's rights in respect of [insert details of Contract] (the "Contract").

We confirm that:

1. we accept the instructions and authorisations contained in the Notice and we undertake to act in accordance with and comply with the terms of the Notice;
2. we have not received notice of the creation of any other assignment of or security over rights or proceeds arising under the Contract in favour of any third party or the creation of any other third party interest in those rights or proceeds and we will notify you promptly should we receive any such notice;
3. we have not claimed or exercised nor do we have any outstanding right to claim or exercise against the Chargor any right of set-off, counter claim or other right relating to the Contract; and
4. we agree that no term of the Contract may be amended, supplemented or waived without your prior written consent;
5. we agree that the Contract may not be terminated without your prior written consent.

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

Yours faithfully

.....
For and on behalf of
[COUNTERPARTY]

Schedule 5

FORM OF SECURITY ACCESSION DEED

This Security Accession Deed is made on [●]

Between:

- (1) [●], a company incorporated in [England and Wales] with registered number [●] (the "New Chargor");
- (2) ABACUS FINANCE GROUP, LLC as collateral agent for itself and the other Secured Parties (the "Agent").

Recital:

This deed is supplemental to a Debenture dated [●] 2023 between, amongst others, the Chargors named therein and the Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture").

Now this deed witnesses as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Debenture shall have the same meanings when used in this deed.

1.2 Construction

Clause 2 (*Construction*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" were references to this deed.

2. Accession of New Chargor

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor. The execution of this deed will in no way prejudice or affect the security granted by each of the Chargors under the Debenture.

2.2 Covenant to pay

The New Chargor covenants, as primary obligor and not only as surety, with the Agent (for the benefit of itself and the other Secured Parties) that it will pay or discharge each of the Secured Obligations in the manner provided for in the Loan Documents.

2.3 Security

The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Agent all of its Secured Assets in accordance with clause 5 (*Security*) of the Debenture.

3. Construction of Debenture

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" will be deemed to include this deed.

4. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed and delivered on the date first above written.

Schedule to Security Accession Deed

Schedule 1: Initial Shares

Name of company in which shares are held	Shares held by	Class of shares held	Number of shares charged	Number of shares held	Issued share capital

Schedule 2: Bank Accounts

Name of Account Bank	Account Name	Sort Code	Account Number	Currency

Schedule 3: Contracts

Date of Contract	Parties (among others)	Details of Contract

Signatories to Security Accession Deed

The New Chargor

EXECUTED as a DEED by)
[Name of New Chargor])
acting by)

[[●] as Director]

[Witness]
Name:
Address:
Occupation:

Notice Details

Address:
Facsimile:
Address:
Occupation:

The Agent

SIGNED by)
ABACUS FINANCE)
GROUP, LLC)
acting by:)

[●] as Authorised Signatory

Notice Details

Address:


Facsimile:
Address:
Occupation:

EXECUTION PAGES

INITIAL CHARGORS

Executed as a deed by)
SOLIDS & POWDER HANDLING)
LIMITED)
acting by a director in the presence of)  _____
Director

Signature of witness

 _____

Witness name

Kenneth Kim _____

Witness address

 _____
 _____

Executed as a deed by
SPIROFLOW LIMITED
acting by a director in the presence of

)
)
)
) _____
Director

Signature of witness

Witness name

Kenneth Kim

Witness address

THE AGENT

Signed by an authorized signatory for and on)
behalf of **ABACUS FINANCE GROUP, LLC**)

Signature

A large black rectangular box redacting the signature.