

234686-13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

**MR01**

## Particulars of a charge



A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

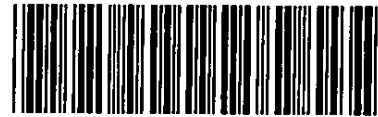
☒ What this form is for  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ What this form is NOT for  
You may not use this form to  
register a charge where there is no  
instrument. Use form

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the  
delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

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



A12

\*A3LLEZ4\*

28/11/2014

#243

COMPANIES HOUSE

FRIDAY

**1** Company details

Company number 0 1 5 0 4 5 9 3

Company name in full Micro Focus Limited

For official use

→ Filling in this form  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2** Charge creation date

Charge creation date d 2 0 m 1 1 y 2 0 y 1 4

**3** Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Bank of America, N A (the Collateral Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

**MR01**

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"
Brief description	None	Please limit the description to the available space.
<b>5</b>	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement</b> ❶	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	❶ This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	Signature X Allen & Overy LLP 27/11/2014 X on behalf of the Collateral Agent	
	This form must be signed by a person with an interest in the charge	

**MR01**

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Katherine Daud 0012001-0002011

Company name Allen &amp; Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone +44 (0)20 3088 0000

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

For companies registered in Scotland  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N.R. Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 1504593

Charge code. 0150 4593 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2014 and created by MICRO FOCUS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2014.

A handwritten signature, possibly 'P', in black ink.

Given at Companies House, Cardiff on 4th December 2014



**Companies House**



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

EXECUTION VERSION

## SECURITY AGREEMENT

DATED 20 November 2014

BETWEEN

THE COMPANIES LISTED IN SCHEDULE 1

- and -

BANK OF AMERICA, N.A.  
as Collateral Agent

27/11/2014

Allen & Overy LLP

ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
[www.allenoverly.com](http://www.allenoverly.com)

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 20 November 2014 and made

**BETWEEN**

- (1) **THE COMPANIES** listed in Part 1 of Schedule 1 as chargors (the **UK Chargors**) and Part 2 of Schedule 1 as chargors (the **Non-UK Chargors**) (each a **Chargor**, together the **Chargors**), and
- (2) **BANK OF AMERICA, N.A.** (the **Collateral Agent**) as collateral agent for the Secured Parties (as defined in the Credit Agreement defined below)

**BACKGROUND.**

- (A) Each Chargor enters into this Deed in connection with the Credit Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand
- (C) The Collateral Agent will hold and administer the security created under this Deed for the benefit of the Secured Parties subject to the terms of the Credit Agreement

**IT IS AGREED** as follows.

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed,

**Account Bank** means, in relation to any bank account, the bank with which that bank account is maintained

**Act** means the Law of Property Act 1925

**Credit Agreement** means the credit agreement dated 20 NOVEMBER 2014 between (among others) Micro Focus International plc, Micro Focus Group Limited, MA FinanceCo, LLC and the Collateral Agent.

**Investments** means

- (a) the Shares,
- (b) all other shares, stocks, debentures, bonds or other securities and investments issued by an issuer incorporated in England and Wales included in the definition of Security Assets,
- (c) any dividend or interest paid or payable in relation to any of the above, and
- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise,

but excluding any Excluded Property

**Material Real Property** has the meaning given to that term in the Credit Agreement

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

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

**Secured Obligations** has the meaning given to that term in the Credit Agreement.

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

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full (other than (i) Letters of Credit that have been cancelled, Cash Collateralized or otherwise backstopped on terms reasonably satisfactory to the Issuing Bank (including by "grandfathering" on terms reasonably acceptable to the Issuing Bank of the applicable Letters of Credit into a future credit facility) and (ii) contingent indemnification obligations not yet due and payable).

**Shares** means, in relation to a Chargor, the shares in any subsidiary incorporated in England and Wales owned legally or beneficially by it or held by the Collateral Agent or any nominee on its behalf (including the shares identified in respect of that Chargor in Part 1 of Schedule 2 (Security Assets) but excluding any Excluded Property.

## **1.2 Construction**

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.03 (Terms Generally), 1.08 (Timing of Payment or Performance) and 1.10 (Certifications; Provision of Information) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Credit Agreement will be construed as references to this Deed
- (c)
  - (i) the term **this Security** means any security created by this Deed, and
  - (ii) **assets** includes present and future properties, revenues and rights of every description
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) The terms of the other Loan Documents and of any side letters between any Parties in relation to any Loan Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Collateral Agent (acting reasonably) considers that an amount paid to a Secured Party under a Loan Document 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.



- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- (h) In the event of any conflict or inconsistency between the terms of this Deed and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail
- (i) Where this Deed purports to create a "first legal mortgage", "first fixed charge" or "first floating charge", the Chargors will not be in breach of the terms of this Deed where the Security created by this Deed is not first ranking due to any prior ranking Permitted Encumbrances.

### **1.3 Third Party Rights**

- (a) 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 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Deed.
- (b) 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

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed.
  - (i) is created in favour of the Collateral Agent for the benefit of the Secured Parties;
  - (ii) is created over present and future assets of each Chargor;
  - (iii) is security for the payment of all the Secured Obligations, and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 provided that (A) the covenant implied by section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall be disapplied (save to the extent that any Chargor is actually aware of any subsisting breach of a condition or tenant's obligation and which at the time would render the lease liable to forfeiture and such forfeiture is reasonably likely to have a Material Adverse Effect) and (B) all other covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 shall be subject to any Permitted Encumbrances and any filings, notices and registrations and other perfection requirements necessary to create or perfect this Security.
- (b) If the rights of a Chargor under a document (including a lease) cannot be secured without the consent of a party to that document this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself.

### **2.2 Land**

- (a) Each UK Chargor charges:
  - (i) by way of a first legal mortgage all its estates or interests in any Material Real Property (if any) specified in Part 2 of Schedule 2 (Security Assets) under its name under the heading **Real Property**, and

- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all its estates or interests in any Material Real Property,

but excluding any Excluded Property

- (b) A reference in this Clause to a mortgage or charge of any Material Real Property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a UK Chargor in respect of that Material Real Property or any moneys paid or payable in respect of those covenants.

### **2.3 Investments**

- (a) Each Chargor charges.

- (i) by way of a first legal mortgage all shares in any wholly owned Restricted Subsidiary (other than itself) incorporated in England and Wales owned by it or held by any nominee on its behalf including, without limitation, all Shares belonging to it on the date of this Deed, and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments in a subsidiary incorporated in England and Wales and/or issued by such a company owned by it or held by any nominee on its behalf,

but excluding any Excluded Property

- (b) A reference in this Clause to a mortgage or charge of any stock, share, debenture, bond or other security includes:

- (i) any dividend or interest paid or payable in relation to it; and
- (u) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

but excluding any Excluded Property

### **2.4 Plant and machinery**

Each UK Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession, but excluding any Excluded Property.

### **2.5 Bank Accounts**

Each UK Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any bank account and the debt represented by it, but excluding any Excluded Property.

## **2.6 Insurances**

Each UK Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest, but excluding any Excluded Property, provided that, until this Security becomes enforceable, each UK Chargor shall be entitled to exercise all rights and received all sums in relation to such assets in accordance with the terms of the Loan Documents.

## **2.7 Intellectual property**

Each UK Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Part 3 of Schedule 2 (Security Assets) under its name under the heading **Material Intellectual Property Rights**,
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same, but excluding any Excluded Property

## **2.8 Miscellaneous**

Each UK Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital

but excluding any Excluded Property.

## **2.9 Floating charge**

- (a) Each UK Chargor charges by way of a first floating charge all its assets (other than any Excluded Property) not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Collateral Agent may by notice to a UK Chargor convert the floating charge created by that UK Chargor under this Clause into a fixed charge as regards any of that UK Chargor's assets specified in that notice, if

- (i) an Event of Default has occurred and is continuing and, subject to the provisions of Clause 8.4 (Powers and Rights of the Collateral Agent), the Collateral Agent has received the consent of the Required Lenders; or
  - (ii) the Collateral Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium, or
  - (ii) anything done with a view to obtaining a moratorium,
- under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause will automatically convert into a fixed charge over all of a UK Chargor's assets if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator in respect of a UK Chargor or of all or a substantial part of its assets and, in each case where such appointment or notice of appointment is not on a voluntary or consensual basis by the relevant Chargor, such proceedings continues undismissed and unstayed for 60 consecutive days without having been dismissed, bonded or discharged or an order of relief having been entered in any such proceeding
- (e) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### **3. REPRESENTATIONS - GENERAL**

#### **3.1 Nature of security**

Each Chargor represents and warrants to each Secured Party that this Deed creates those Liens it purports to create, subject to:

- (a) no representation or warranty being given as to the validity of any floating charge in respect of any shares, stocks, debentures, bonds or other securities and investments issued by an issuer incorporated outside of England and Wales,
- (b) the principle that in certain circumstances Security granted by way of fixed charge may be recharacterised as a floating charge or that Security purported to be constituted by an assignment may be recharacterised as a charge,
- (c) Liens permitted under the Credit Agreement; and
- (d) matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion delivered pursuant to the Loan Documents

#### **3.2 Times for making representations**

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed and, if different, on the Closing Date

- (b) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition.

#### **4. RESTRICTIONS ON DEALINGS**

No Chargor may:

- (a) create or permit to subsist any Lien on any Security Asset; or
  - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Credit Agreement.

#### **5. LAND**

##### **5.1 General**

In this Clause:

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

**Mortgaged Property** means all Material Real Property included in the definition of Security Assets

**Report on Title** means any report on title on the Mortgaged Property addressed and provided at the request of the Collateral Agent before the date of this Deed or, in the case of any Mortgaged Property acquired after the date of this Deed, its date of acquisition

##### **5.2 Title**

Each UK Chargor represents to the Collateral Agent that except as disclosed in any Report on Title relating to any of its Mortgaged Property it is the legal and beneficial owner of its Mortgaged Property.

##### **5.3 Investigation of title**

Each UK Chargor must grant the Collateral Agent or its lawyers on request all facilities within the power of that UK Chargor to enable the Collateral Agent or its lawyers (at the expense of that UK Chargor), but subject to the limitations in Sections 5 01(g), 5 11 and 5 12 of the Credit Agreement, to:

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

##### **5.4 Power to remedy**

Upon the occurrence and continuation of an Event of Default and at the request of the Required Lenders, subject to the provisions of Clause 8 4 (Powers and Rights of the Collateral Agent), if a UK Chargor fails to perform any term affecting its Mortgaged Property the UK Chargors must allow the Collateral Agent or its agents and contractors

- (a) to enter any part of its Mortgaged Property;

- (b) to comply with or object to any notice served on that UK Chargor in respect of its Mortgaged Property; and
- (c) to take any action as the Collateral Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice

That UK Chargor must on request by the Collateral Agent pay the reasonable and documented costs and expenses of the Collateral Agent or its agents and contractors incurred in connection with any action taken by it under this Clause in accordance with Section 9.03 of the Credit Agreement.

## **6. INVESTMENTS**

### **6.1 Investments**

Each Chargor represents and warrants to each Secured Party that:

- (a) its Shares (save to the extent otherwise disclosed in Part 1 of Schedule 2 (Security Assets), are fully paid;
- (b) its Shares represent the whole of the issued share capital of the relevant company as identified in Part 1 of Schedule 2 (Security Assets); and
- (c) it is the sole legal and beneficial owner of the Investments charged pursuant to this Deed.

### **6.2 Deposit**

Each Chargor must.

- (a) as soon as reasonably possible (having reference in particular to any need to have stamp duty adjudicated and/or paid prior to the transferee being written up in the books as the holder of any Shares which have been recently acquired by a Chargor) deposit with the Collateral Agent, or as the Collateral Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Shares; and
- (b) as soon as reasonably practicable execute and deliver to the Collateral Agent all share transfers and other documents which may be requested by the Collateral Agent in order to enable the Collateral Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Shares

### **6.3 Calls**

If a Chargor fails to pay all calls or other payments due and payable in respect of any of its Investments, the Collateral Agent may pay the calls or other payments on behalf of that Chargor. That Chargor must promptly on request reimburse the Collateral Agent for any payment made by the Collateral Agent under this Clause

### **6.4 Other obligations in respect of Investments**

The Collateral Agent is not obliged to

- (a) perform any obligation of a Chargor;
- (b) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
- (c) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment

#### **6.5 Voting rights**

- (a) Before this Security becomes enforceable
  - (i) the relevant Chargor may exercise its voting rights, powers and other rights in respect of the Investments in any manner which it chooses and if the Collateral Agent is holding any such Investments on behalf of any Chargor, the Collateral Agent shall exercise such right and powers in such manner as the Chargor may direct in writing; and
  - (ii) all dividends, distributions, principal and interest or other income paid or payable in relation to any Investments must be paid directly to the relevant Chargor

Each Chargor must indemnify the Collateral Agent against any loss or liability incurred by the Collateral Agent as a consequence of the Collateral Agent acting in respect of the Investments on the direction of any Chargor to the extent set forth in Section 9.03 of the Credit Agreement.

After this Security has become enforceable in accordance with Clause 8.1 (Event of Default), and upon three (3) Business Days' prior written notice from the Collateral Agent to the Borrower and any Chargor, the Collateral Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise. Notwithstanding anything to the contrary contained herein, after any Event of Default is cured and/or waived in accordance with the terms and provisions of the Credit Agreement, any and all (i) voting rights, powers and other consensual rights, in each case, in relation to any Investments and (ii) rights to dividends, distributions, principal and interest paid or other income paid or payable, in each case, in relation to any Investments, shall automatically and unconditionally revert back to the relevant Chargor and the Collateral Agent shall have no more right (absent the occurrence and continuation of a subsequent Event of Default that is not thereafter cured and/or waived) to exercise such rights in the name of the relevant Chargor or otherwise

#### **6.6 Financial Collateral**

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No. 3226)) the Collateral Agent will have the right after this Security has become enforceable in accordance with Clause 8.1 (Event of Default) to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

(b) Where any financial collateral is appropriated:

- (i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation, or
- (ii) in any other case, the value of the financial collateral will be such amount as the Collateral Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

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

**7. INTELLECTUAL PROPERTY**

**7.1 General**

In this Clause **Material Intellectual Property Rights** means:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,
- (b) any copyright or other intellectual property monopoly right,
- (c) any interest (including by way of licence) in any of the above; or
- (d) any application for any of the above,

in each case, whether registered or not, which the relevant Chargor considers (acting reasonably) to be required to conduct its business or any part of it and which is included in the definition of **Security Assets** in Clause 1.1 (Definitions)

**7.2 Representations**

Each UK Chargor represents to each Secured Party on the date of this Deed that.

- (a) the Material Intellectual Property Rights owned by it or which it has the right to use are all of the Material Intellectual Property Rights required by it in order for it to carry on its business as it is being conducted except where failure to own or have such right to use in the aggregate would not reasonably be expected to result in a Material Adverse Effect,
- (b) it does not, to the knowledge of each Chargor, in carrying on its business, infringe any Material Intellectual Property Rights of any third party, except for such infringement that, in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; and
- (c) to its knowledge, no Material Intellectual Property Right owned by it is being infringed, nor is there any threatened infringement of any such Material Intellectual Property Right except to the extent any such infringement would not reasonably be expected to have a Material Adverse Effect.



### **7.3 Preservation**

- (a) Each UK Chargor must use commercially reasonable efforts to.
  - (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Material Intellectual Property Rights in force; and
  - (ii) take all other steps which are reasonably practicable to maintain and preserve its interests in its Material Intellectual Property Rights unless and until such Chargor in its reasonable opinion, decides otherwise
- (b) Each UK Chargor must, if requested to do so by the Collateral Agent, make entries in any public register of its Material Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed
- (c) Each UK Chargor must use commercially reasonable efforts to ensure that, except with the prior consent of the Collateral Agent or unless and until such Chargor in its reasonable opinion, decides otherwise, none of its Material Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise

## **8. WHEN SECURITY BECOMES ENFORCEABLE**

### **8.1 Event of Default**

This Security will become enforceable if (i) an Event of Default has occurred and is continuing (ii) subject to Clause 8.4 below, the Required Lenders have provided written consent with respect to such action and (iii) any required notices to the Borrower have been received by the Borrower in accordance with Section 7.01 of the Credit Agreement.

### **8.2 Discretion**

After this Security has become enforceable, the Collateral Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Required Lenders direct subject to the provisions of Clause 8.4 (Powers and Rights of the Collateral Agent).

### **8.3 Power of sale**

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

### **8.4 Powers and Rights of the Collateral Agent**

The Collateral Agent shall be obligated, and shall have the right hereunder, at the direction of the Required Lenders, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Security), solely in accordance with this Deed and the Credit Agreement; provided that the Collateral Agent shall exercise, or refrain from exercising, any remedies in accordance with the written instructions of the Required Lenders. Notwithstanding anything in this Deed or in any other Loan Document to the contrary, (i) no consent or instructions of the Required Lenders shall be required in connection with the exercise by the Collateral Agent of any of its rights under section 8.12 of the Credit Agreement) and (ii) in connection with any action requiring Required Lenders' consent

hereunder or in any other Loan Document, if the Collateral Agent has asked the Required Lenders for instructions and the Required Lenders have not yet responded to such request, the Collateral Agent will be authorised but not required to take such actions with regard to the existence and continuance of any Event of Default which the Collateral Agent reasonably believes to be reasonably required to protect the interests of the Secured Parties in and to preserve the value of, in each case, the Collateral; provided that once instructions from the Required Lenders have been received by the Collateral Agent, the actions of the Collateral Agent will be governed thereby; provided further that nothing in clause (11) above shall permit the Collateral Agent to exercise the voting or other consensual rights, proxy or power in respect of any Investments or become the registered owner of the Investments without actually receiving the consent of the Required Lenders. In furtherance of the foregoing provisions of this Clause 8.4, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realise upon any of the Security hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of the Secured Parties in accordance with the terms of this Clause 8.4

## **9. ENFORCEMENT OF SECURITY**

### **9.1 General**

- (a) For the purposes of the power of sale and other powers conferred by Section 101 of the Act, the Secured Obligations are deemed to have become due and payable on the date of this Deed but shall only be exercisable after this Security has become enforceable in accordance with Clause 8.1 (Event of Default)
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Collateral Agent are extended so as to authorise the Collateral Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Collateral Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act, provided that such powers shall only be exercisable after the Security has become enforceable in accordance with Clause 8.1 (Event of Default).

### **9.2 No liability as mortgagee in possession**

Neither the Collateral Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable save where caused by the Collateral Agent's or Receiver's, as applicable, gross negligence or wilful default

### **9.3 Privileges**

Each Receiver and the Collateral Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

### **9.4 Protection of third parties**

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

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Collateral Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Loan Documents, or
- (d) how any money paid to the Collateral Agent or to that Receiver is to be applied.

#### **9.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable in accordance with Clause 8.1 (Event of Default), the Collateral Agent may:
  - (i) redeem any prior Security Interest against any Security Asset; and/or
  - (ii) procure the transfer of that Security Interest to itself; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Collateral Agent the reasonable and documented costs and expenses incurred by the Collateral Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest when and to the extent required under Section 9.03 of the Credit Agreement

#### **9.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Loan Documents but at a time when amounts will likely become due, the Collateral Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

### **10. RECEIVER**

#### **10.1 Appointment of Receiver**

- (a) Except as provided below, the Collateral Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
  - (i) this Security has become enforceable; or
  - (ii) a Chargor so requests the Collateral Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Collateral Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986

- (e) The Collateral Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Collateral 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

#### **10.2 Removal**

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

#### **10.3 Remuneration**

The Collateral Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.

#### **10.4 Agent of each Chargor**

- (a) 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 Act. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

#### **10.5 Relationship with Collateral Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable in accordance with Clause 8.1 (Event of Default) be exercised by the Collateral Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

### **11. POWERS OF RECEIVER**

#### **11.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes
  - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986, and
  - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### **11.2 Possession**

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

#### **11.3 Carry on business**

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

#### **11.4 Employees**

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

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

#### **11.5 Borrow money**

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

#### **11.6 Sale of assets**

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

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

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

#### **11.7 Leases**

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

#### **11.8 Compromise**

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

#### **11.9 Legal actions**

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

#### **11.10 Receipts**

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

#### **11.11 Subsidiaries**

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

#### **11.12 Delegation**

A Receiver may delegate his powers in accordance with this Deed

#### **11.13 Lending**

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

#### **11.14 Protection of assets**

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he thinks fit.

#### **11.15 Other powers**

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of any Chargor for any of the above purposes.

### **12. APPLICATION OF PROCEEDS**

Any moneys received by the Collateral Agent or any Receiver after this Security has become enforceable shall be applied in the order provided in section 7.04 (Application of Proceeds) of the Credit Agreement

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

**13. DELEGATION**

**13.1 Power of Attorney**

The Collateral Agent, if permitted by and in accordance with the Credit Agreement, or any Receiver, may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

**13.2 Terms**

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

**13.3 Liability**

Neither the Collateral Agent nor any Receiver will 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 or sub-delegate

**14. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Collateral Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed (but has not done following the expiry of five Business Days from the date of a request by the Collateral Agent to that Chargor). Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause save in relation to any breach by the Collateral Agent or a Receiver, as applicable, of this clause

**15. PRESERVATION OF SECURITY**

**15.1 Continuing security**

The security created under this Deed is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

**15.2 Reinstatement**

If any payment by a Loan Party or any discharge given by a Secured Party (whether in respect of the obligations of any Loan Party or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Loan Party will continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) each Secured Party will be entitled to recover the value or amount of that security or payment from each Loan Party, as if the payment, discharge, avoidance or reduction had not occurred.

**15.3 Waiver of defences**

The obligations of each Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations

under this Deed (whether or not known to it or any Secured Party), other than an express written release by the Collateral Agent of the obligations of such Chargor under this Deed. This includes

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- (f) any amendment of a Loan Document or any other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Loan Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Loan Document, or
- (h) any insolvency or similar proceedings.

#### **15.4 Immediate recourse**

- (a) Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Loan Party or any other person before claiming from that Chargor under this Deed
- (b) This waiver applies irrespective of any law or any provision of a Loan Document to the contrary.

#### **15.5 Appropriations**

Until all amounts which may be or become payable by the Loan Parties under or in connection with the Loan Documents have been irrevocably paid in full (other than contingent indemnification obligations not then due and payable), each Secured Party (or any trustee or agent on its behalf) may without affecting the liability of any Chargor under this Deed

- (a)
  - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) against those amounts; or
  - (ii) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of that Chargor's liability under this Deed.



#### **15.6 Non-competition**

Unless.

- (a) all amounts which may be or become payable by the Loan Parties under or in connection with the Loan Documents have been irrevocably paid in full, or
- (b) the Collateral Agent otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Deed.

- (i) be subrogated to any rights, security or moneys held, received or receivable by any Secured Party (or any trustee or agent on its behalf),
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Chargor's liability under this Clause;
- (iii) claim, rank, prove or vote as a creditor of any Loan Party or its estate in competition with any Secured Party (or any trustee or agent on its behalf); or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Loan Party, or exercise any right of set-off as against any Loan Party

Each Chargor must hold in trust for and must promptly pay or transfer to the Collateral Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Collateral Agent under this Clause

#### **15.7 Release of Chargors' right of contribution**

If any Chargor ceases to be a Chargor in accordance with the terms of the Loan Documents for the purpose of any sale or other disposal of that Chargor, or such Chargor is designated an Unrestricted Subsidiary or becomes an Excluded Subsidiary.

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Loan Party arising by reason of the performance by any other Chargor of its obligations under the Loan Documents, and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Loan Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Party under any Loan Document or of any other security taken under, or in connection with, any Loan Document where the rights or security are granted by or in relation to the aspects of the retiring Chargor.

#### **15.8 Additional security**

- (a) This Deed is in addition to and is not in any way prejudiced by.
  - (i) any other security now or subsequently held by any Secured Party; and
  - (ii) any security given by any Chargor to any settlement bank in connection with the Chargor's membership of CREST

- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security.
- (c) In this Deed, **settlement bank** has the meaning given to it in the Uncertificated Securities Regulations 2001

#### **15.9 Security held by Chargor**

No Chargor may, without the prior consent of the Collateral Agent or unless otherwise permitted by the Loan Documents, hold any security from any other Loan Party in respect of that Chargor's liability under this Deed. Each Chargor will hold any security held by it in breach of this provision on trust for the Collateral Agent.

### **16. MISCELLANEOUS**

#### **16.1 Covenant to pay**

Each Chargor must pay or discharge the Secured Obligations in the manner provided for in the Loan Documents.

#### **16.2 Tacking**

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

#### **16.3 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset which is prohibited by the Loan Documents, the Secured Party may open a new account with a Chargor.
- (b) If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation

#### **16.4 Time deposits**

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

- (a) this Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

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

#### **16.5 Notice of assignment**

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

#### **17. RELEASE**

- (a) At the end of the Security Period, the Secured Parties must, at the request and cost of a Chargor, take whatever action is necessary to release its Security Assets from this Security and procure the reassignment to the relevant UK Chargor of the Security Assets assigned to the Collateral Agent pursuant to this Deed.
- (b) Where a Chargor makes a disposal permitted by the terms of the Credit Agreement, upon the disposal of a Chargor permitted by the terms of the Credit Agreement, upon the designation of a Chargor as an Unrestricted Subsidiary or upon such Chargor becoming an Excluded Subsidiary, the Collateral Agent shall, at the request and costs of the relevant Chargor, take all or any action (including the provision of a letter of non-crystallisation) necessary to release the Secured Asset which is the subject of such disposal from this Security

#### **18. AMENDMENT**

No amendment, modification, termination or waiver of any provision of this Deed will be effective without the written consent of the Collateral Agent and the Chargors, subject to any Lender consent requirement under the Credit Agreement.

#### **19. JURISDICTION**

##### **19.1 Governing Law**

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

##### **19.2 Jurisdiction**

- (a) All parties agree that the courts of England are (subject to paragraphs (b) and (c) below) to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by this Deed or otherwise arising in connection with this Deed and for such purposes irrevocably submit to the jurisdiction of the English courts
- (b) The agreement contained in paragraph (a) is included for the benefit of the Collateral Agent who shall retain the right to take proceedings in any other courts with jurisdiction. To the extent permitted by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions
- (c) Each Chargor agrees that a judgement or order of any court referred to in this Clause 19.2 is conclusive and binding and may be enforced against it in the courts of any other jurisdiction

**19.3 Service of Process**

- (a) Each Chargor irrevocably appoints Micro Focus International PLC as its agent under this Agreement for service of Process in any proceedings before the English courts in connection with this Agreement
- (b) If Micro Focus International PLC is unable for any reason to act as agent for service of process, the Chargors each must immediately appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another process agent for this purpose at the cost of the Chargors as the case may be.
- (c) The Chargors each agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings.
- (d) This Clause does not affect any other method of service allowed by law.

**20. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same instrument

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1**

**CHARGORS**

**PART 1**

**UK CHARGORS**

<b>Name of Chargor</b>	<b>Registered number</b>
MICRO FOCUS INTERNATIONAL PLC	05134647
MICRO FOCUS GROUP LIMITED	07788627
MICRO FOCUS HOLDINGS LIMITED	05424372
MICRO FOCUS (IP) LIMITED	05061195
MICRO FOCUS (US) HOLDINGS	07119093
MICRO FOCUS IP DEVELOPMENT LIMITED	07233975
MICRO FOCUS LIMITED	01504593

**PART 2**

**NON-UK CHARGORS**

<b>Name of Chargor</b>	<b>Registered number</b>
MICRO FOCUS IP LTD	MC-129312 (Cayman)

**SCHEDULE 2**  
**SECURITY ASSETS**  
**PART 1**  
**SHARES**

<b>Name of Chargor</b>	<b>Member of the Group</b>	<b>Number and class of shares</b>
Micro Focus International PLC	Micro Focus Group Limited	3 ordinary shares of £1 each
Micro Focus Group Limited	Micro Focus Holdings Ltd	141,000,003 ordinary shares of £0.01 each
Micro Focus IP Ltd	Micro Focus (IP) Limited	133,500,001 ordinary shares of US\$1 each
Micro Focus IP Ltd	Micro Focus (IP) Limited	1 ordinary share of £1
Micro Focus (IP) Limited	Micro Focus IP Development Limited	208,814 ordinary shares of US\$1 each

### PART 3

#### MATERIAL INTELLECTUAL PROPERTY RIGHTS

##### 1. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Chargor
MICRO FOCUS and Design	U.S.	85/903885 4/15/2013	4591168 8/26/2014	Micro Focus IP Development Limited (UK)
MODERNIZATION WORKBENCH	U.S.	85/413831 9/2/2011	4141946 5/15/2012	Micro Focus IP Development Limited (UK)
VISUAL COBOL	U.S.	77/568281 9/11/2008	3890612 12/14/2010	Micro Focus IP Development Limited (UK)
LIBRADOS	U.S.	77/411560 3/3/2008	3621618 5/19/2009	Micro Focus IP Development Limited (UK)
INCREMENTAL SOA	U.S.	77/065646 12/15/2006	3524745 10/28/2008	Micro Focus IP Development Limited (UK)
OPTIMAL TRACE	U.S.	78/947005 8/8/2006	3264766 7/17/2007	Micro Focus IP Development Limited (UK)
MICRO FOCUS STUDIO (Stylized)	U.S. Internat ional Registe r	79/029952 4/11/2006	3431389 5/20/2008	Micro Focus IP Development Limited (UK)
MICRO FOCUS SERVER (Stylized)	U.S. Internat ional Registe r	79/029953 4/11/2006	3431390 5/20/2008	Micro Focus IP Development Limited (UK)
ENTERPRISELINK	U.S.	78/705623 9/1/2005	3145009 9/19/2006	Micro Focus IP Development Limited (UK)
ANIMATOR	U.S.	78/655175 6/21/2005	3109203 6/27/2006	Micro Focus IP Development Limited (UK)
DEVPARTNER	U.S.	78/626314 5/10/2005	3050869 1/24/2006	Micro Focus IP Development Limited (UK)
MODERNIZATION WORKBENCH	U.S.	78/305732 9/26/2003	2974847 7/19/2005	Micro Focus IP Development Limited (UK)
QADIRECTOR	U.S.	76/551268 9/24/2003	3006952 10/18/2005	Micro Focus IP Development Limited (UK)
ARTIX	U.S.	78/234013 4/4/2003	2861644 7/6/2004	Micro Focus IP Development Limited (UK)
ACUSERVER	U.S.	76/418201 6/3/2002	2901101 11/9/2004	Micro Focus IP Development Limited (UK)

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Chargor
ACUCOBOL-GT	U.S.	76/420329 6/3/2002	2688676 2/18/2003	Micro Focus IP Development Limited (UK)
TRACKRECORD	U.S.	76/195082 1/17/2001	2527294 1/8/2002	Micro Focus IP Development Limited (UK)
VIEWNOW	U.S.	75/897669 1/18/2000	2514164 12/4/2001	Micro Focus IP Development Limited (UK)
NET EXPRESS	U.S.	75/652089 3/2/1999	2548733 3/19/2002	Micro Focus IP Development Limited (UK)
QUALITYPOINT	U.S.	75/558989 9/25/1998	2308903 1/18/2000	Micro Focus IP Development Limited (UK)
ACU4GL	U.S.	75/544478 8/28/1998	2418604 1/9/2001	Micro Focus IP Development Limited (UK)
NETEXPRESS	U.S.	75/468262 4/15/1998	2280944 9/28/1999	Micro Focus IP Development Limited (UK)
MAINFRAME EXPRESS	U.S.	75/463063 4/6/1998	2404568 11/14/2000	Micro Focus IP Development Limited (UK)
ONWEB	U.S.	75/416677 1/12/1998	2249183 6/1/1999	Micro Focus IP Development Limited (UK)
ACUCONNECT	U.S.	75/405306 12/15/1997	2425476 1/30/2001	Micro Focus IP Development Limited (UK)
ACUCORP	U.S.	75/405307 12/15/1997	2507350 11/13/2001	Micro Focus IP Development Limited (UK)
BOUNDSCHECKER	U.S.	75/363371 9/25/1997	2184139 8/25/1998	Micro Focus IP Development Limited (UK)
SOFTICE	U.S.	75/363372 9/25/1997	2205534 11/24/1998	Micro Focus IP Development Limited (UK)
QALOAD	U.S.	75/274068 4/14/1997	2167333 6/23/1998	Micro Focus IP Development Limited (UK)
IONA	U.S.	75/236030 2/4/1997	2197133 10/20/1998	Micro Focus IP Development Limited (UK)
ACUODBC	U.S.	75/191569 10/28/1996	2219427 1/19/1999	Micro Focus IP Development Limited (UK)
QACENTER	U.S.	74/690012 6/15/1995	2272500 8/24/1999	Micro Focus IP Development Limited (UK)
QARUN	U.S.	74/651323 3/24/1995	2070353 6/10/1997	Micro Focus IP Development Limited (UK)
Design Only	U.S.	74/598691 11/14/1994	1928271 10/17/1995	Micro Focus IP Development Limited (UK)
NETMANAGE	U.S.	74/598661 11/14/1994	1928268 10/17/1995	Micro Focus IP Development Limited (UK)
RELATIVITY	U.S.	74/521203 5/6/1994	2030589 1/14/1997	Micro Focus IP Development Limited (UK)
ONESTEP	U.S.	74/520160 4/26/1994	1922648 9/26/1995	Micro Focus IP Development Limited (UK)



Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Chargor
OPEN PL/I	U.S.	74/502179 3/16/1994	1990276 7/30/1996	Micro Focus IP Development Limited (UK)
RM/PANELS	U.S.	74/438926 9/22/1993	1845499 7/19/1994	Micro Focus IP Development Limited (UK)
ORBIX	U.S.	74/365831 3/5/1993	1855121 9/20/1994	Micro Focus IP Development Limited (UK)
REVOLVE	U.S.	74/288492 6/26/1992	1803667 11/9/1993	Micro Focus IP Development Limited (UK)
COBOL WORKBENCH	U.S.	74/020066 1/17/1990	1692496 6/9/1992	Micro Focus IP Development Limited (UK)
RUMBA	U.S.	74/004385 11/21/1989	1610478 8/21/1990	Micro Focus IP Development Limited (UK)
VISUAL	U.S.	73/808455 6/22/1989	1641077 4/16/1991	Micro Focus IP Development Limited (UK)
CODEWATCH	U.S.	73/765006 11/21/1988	1546252 7/4/1989	Micro Focus IP Development Limited (UK)
RM/INFOEXPRESS	U.S.	73/646058 2/24/1987	1551629 8/15/1989	Micro Focus IP Development Limited (UK)
RM	U.S.	73/646060 2/24/1987	1565542 11/14/1989	Micro Focus IP Development Limited (UK)
RM/COBOL	U.S.	73/646030 2/24/1987	1533970 4/11/1989	Micro Focus IP Development Limited (UK)
MICRO FOCUS	U.S.	73/580086 1/27/1986	1461698 10/20/1987	Micro Focus IP Development Limited (UK)

## 2. PATENTS AND PATENT APPLICATIONS

Title	Jurisdiction	Applic. No./ Filing Date	Patent No./ Issue Date	Status	Chargor
Interfacing systems and methods	U.S.	14/106523 12/13/2013	—	Pending	Dorian Hughes and Avihai Suissa (assigned to Micro Focus IP Development Limited)
Visual interface for automated software testing	U.S.	11/548572 10/11/2006	8239831 8/7/2012	Issued	Micro Focus (IP), Inc. (assigned to Micro Focus IP Development Limited)
Visual interface of automated software testing	U.S.	13/542408 7/5/2012	—	Pending	Micro Focus (IP), Inc. (assigned to Micro Focus IP Development Limited)
Tracking software object use	U.S.	11/119427 4/29/2005	8060543 11/15/2011	Issued	Micro Focus (IP), Inc. (assigned to Micro Focus IP Development Limited)
Memory pressure metric for application scalability	U.S.	11/503870 8/11/2006	7581075 8/25/2009	Issued	Micro Focus (IP), Inc. (assigned to Micro Focus IP Development Limited)
Software development	U.S.	10/415466 10/26/2004	8051404 11/1/2011	Issued	Micro Focus (IP) Limited
Method and system for dynamic configuration of interceptors in a client-server environment	U.S.	09/890443 12/18/2001	6633923 10/14/2003	Issued	Micro Focus IP Development Limited
Flexibly deployable communication device facilitating interoperation between middleware	U.S.	11/307026 1/19/2006	7904587 3/8/2011	Issued	Micro Focus IP Development Limited
Communication system integrating a plurality of middleware and implementing sophisticated paths for data flow	U.S.	11/307040 1/19/2006	7836202 11/16/2010	Issued	Micro Focus IP Development Limited
Method and system for dynamic configuration of activators in a client- server environment	U.S.	09/890536 1/15/2003	7562369 7/14/2009	Issued	Micro Focus IP Development Limited
Techniques for software configuration tracking	U.S.	09/547550 4/12/2000	7428726 9/23/2008	Issued	Micro Focus (IP) Limited
Techniques for software configuration tracking	U.S.	10/754017 1/7/2004	7437717 10/14/2008	Issued	Micro Focus (IP) Limited

<b>Title</b>	<b>Jurisdiction</b>	<b>Applic. No./ Filing Date</b>	<b>Patent No./ Issue Date</b>	<b>Status</b>	<b>Chargor</b>
Managing hardware and software configuration information of systems being tested	U S	09/548127 4/12/2000	6701519 3/2/2004	Issued	Micro Focus (IP) Limited
Managing hardware and software configuration information of systems being tested	U S	10/645093 8/21/2003	7243337 7/10/2007	Issued	Micro Focus (IP) Limited
Method and system for multi-threaded object loading and unloading	U S	09/890444 12/14/2001	6957436 10/18/2005	Issued	Micro Focus IP Development Limited
Object request dispatch using matching of a segmented object key	U.S.	09/241925 2/1/1999	6907609 6/14/2005	Issued	Micro Focus IP Development Limited
Method and system for providing object references in a distributed object environment supporting object migration	U S.	09/241926 2/1/1999	6453320 9/17/2002	Issued	Micro Focus IP Development Limited
Method and system for providing object references in a distributed object environment supporting object migration	U.S	10/073455 2/11/2002	6766335 7/20/2004	Issued	Micro Focus IP Development Limited
Java automation, testing, and analysis	U.S	09/684681 10/4/2000	6754889 6/22/2004	Issued	Micro Focus (IP) Limited
Requirements based software testing method	U.S	09/353872 7/15/1999	6725399 4/20/2004	Issued	Micro Focus (IP) Limited

### 3. COPYRIGHTS

Title	Registration No.	Registration Date	Chargor
Migration Toolkit	TX0006867801	8/29/2008	Micro Focus IP Limited
Net Express 5 0	TX0006867796	8/27/2008	Micro Focus IP Limited
Net Express 5 1.	TX0006870330	9/7/2008	Micro Focus IP Limited
Server Express 5.0	TX0006874223	10/30/2008	Micro Focus IP Limited
Server for COBOL.	TX0006867848	8/29/2008	Micro Focus IP Limited
Server for Mainframe Migration	TX0006868510	9/1/2008	Micro Focus IP Limited
Server for SOA	TX0006868507	9/1/2008	Micro Focus IP Limited
Server for UNIX/Linux	TX0006867933	8/29/2008	Micro Focus IP Limited
Server for Windows.	TX0006867929	8/29/2008	Micro Focus IP Limited
Studio for COBOL Developers.	TX0006867701	8/28/2008	Micro Focus IP Limited
Studio for ISVs	TX0006867706	8/28/2008	Micro Focus IP Limited
Studio for Mainframe Migration	TX0006868127	8/29/2008	Micro Focus IP Limited
Application server for Net Express 4 0.	TX0006106480	1/21/2005	Micro Focus (IP) Limited
Application Server for Net Express v3.1.	TX0006956053	12/16/2008	Micro Focus (IP) Limited
Application Server for Net Express v3 1 SPI	TX0007306851	12/16/2008	Micro Focus (IP) Limited
Application server for Net Express with .Net v4 5	TX0006114091	2/2/2005	Micro Focus (IP) Limited
Application server for Server Express v4 0	TX0006106489	2/2/2005	Micro Focus (IP) Limited
AppMaster builder.	TX0005571510	10/25/2001	Micro Focus (IP) Limited
AppMaster builder : v4.0	TX0006574023	5/1/2007	Micro Focus International, Ltd. Micro Focus (IP), Ltd (assigned to Micro Focus IP Development Limited)
APS for z/OS v5.0	TX0006160005	1/21/2005	Micro Focus IP, Ltd. Micro Focus (IP), Ltd. (assigned to Micro Focus IP Development Limited)
AssetMiner 3.0	TX0005499654	10/25/2001	Micro Focus (IP) Limited
CICS option 2.5	TX0005499657	10/25/2001	Micro Focus (IP) Limited
COBOL workbench 4 0.	TX0005597352	10/25/2001	Micro Focus (IP) Limited
Component generator 4 0	TX0005499653	10/25/2001	Micro Focus (IP) Limited
Component generator runtime 4.0.	TX0005597354	10/25/2001	Micro Focus (IP) Limited
Enterprise server for Windows v4 0.	TX0006114090	2/2/2005	Micro Focus (IP) Limited
Enterprise server with MTO for Windows v4 0.	TX0006117241	5/31/2005	Micro Focus IP, Ltd. (assigned to Micro Focus IP Development Limited)
EuroSmart 2 2	TX0005559708	10/25/2001	Micro Focus (IP) Limited

Title	Registration No.	Registration Date	Chargor
EuroSmart v2.3 44	TX0006108238	2/2/2005	Micro Focus (IP) Limited
Host capability option (HCO) 2 5	TX0005499651	10/25/2001	Micro Focus (IP) Limited
Mainframe access 2 0.	TX0005499650	10/25/2001	Micro Focus International, Ltd. (assigned to Micro Focus IP Development Limited)
Mainframe express 2 5.	TX0005499656	10/25/2001	Micro Focus (IP) Limited
Mainframe Express v3 0.	TX0006106490	2/4/2005	Micro Focus (IP) Limited
Mainframe express v3 0	TX0006108277	2/2/2005	Micro Focus IP Ltd. (assigned to Micro Focus IP Development Limited)
Micro Focus Data Express v3.5.	TX0006957953	12/18/2008	Micro Focus (IP) Limited
Micro Focus Data Express v3 5 - Data Masking Module.	TX0006965129	12/29/2008	Micro Focus (IP) Limited
Micro Focus Data Express v3 5 - Data Subset Extraction Module	TX0006965208	12/29/2008	Micro Focus (IP) Limited
Micro Focus Data Express v3.5 - Oracle Module	TX0006965068	12/29/2008	Micro Focus (IP) Limited
Micro Focus SOA Express v8 0.	TX0006964561	12/29/2008	Micro Focus (IP) Limited
Net Express 3.0	TX0006873707	10/27/2008	Micro Focus (IP) Limited
Net express 3 1	TX0005499649	10/25/2001	Micro Focus (IP) Limited
Net Express 4.0	TX0006106479	1/21/2005	Micro Focus (IP) Limited
Net express application server	TX0005782883	10/25/2001	Micro Focus (IP) Limited
Net Express with Net v4 5	TX0006124958	2/4/2005	Micro Focus (IP) Limited
Object COBOL developer suite 4.1.40	TX0005571511	10/25/2001	Micro Focus (IP) Limited
Revolve 6.1.	TX0005499652	10/25/2001	Micro Focus International, Ltd. (assigned to Micro Focus IP Development Limited)
Revolve 6 2 44	TX0006106492	2/2/2005	Micro Focus (IP) Limited
Revolve assembler extension 6 1	TX0005597353	10/25/2001	Micro Focus International, Ltd. (assigned to Micro Focus IP Development Limited)
Revolve Enterprise edition 6.1.	TX0005782767	10/25/2001	Micro Focus (IP) Limited
Revolve Enterprise Edition v7.0.	TX0006958147	12/18/2008	Micro Focus (IP) Limited
Revolve v6.2	TX0006106491	2/2/2005	Micro Focus (IP) Limited
Server express 2.0.11.	TX0005499655	10/25/2001	Micro Focus (IP) Limited
Server Express v4 0.	TX0006106488	2/4/2005	Micro Focus (IP) Limited
XDB maintain! workstation	TX0005571509	10/25/2001	Micro Focus (IP) Limited
ACU Extend 9 1 0.	TX0007697789	3/11/2013	Micro Focus IP Development Limited
Application Server for NetExpress 3 0	TX0007309637	3/3/2011	Micro Focus IP Development Limited

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Chargor</b>
Application Server for Server Express 2 2	TX0007300951	2/18/2011	Micro Focus IP Development Limited
CaliberRM 10 1.	TX0007791306	3/11/2013	Micro Focus IP Development Limited
CaliberRM 2008 SP1 Patch 19	TX0007315868	1/14/2011	Micro Focus IP Development Limited
Data Express 4 0 WS 15	TX0007688094	2/26/2013	Micro Focus IP Development Limited
Data Express 4 0 WS7.	TX0007313898	2/2/2011	Micro Focus IP Development Limited
Data Express Oracle HF 4.0 WS15.	TX0007688149	2/26/2013	Micro Focus IP Development Limited
Database Connectors 5 1 Updates	TX0007688083	2/26/2013	Micro Focus IP Development Limited
DevPartner Java 4 5.0	TX0007313998	1/24/2011	Micro Focus IP Development Limited
DevPartner Studio Professional Edition 10 1 0J	TX0007313875	2/9/2011	Micro Focus IP Development Limited
DevPartner Visual C++ Boundschecker Suite 10 1 0J	TX0007313865	2/9/2011	Micro Focus IP Development Limited
Enterprise Analyser 3.4.	TX0007703567	3/18/2013	Micro Focus IP Development Limited
Enterprise Analyzer 3 3	TX0007685356	2/20/2013	Micro Focus IP Development Limited
Extend 9.0.0.	TX0007315859	1/17/2011	Micro Focus IP Development Limited
Liant 12 WS4.	TX0007720265	4/4/2013	Micro Focus IP Development Limited
Mainframe Access 3 1 WS8	TX0007313872	1/24/2011	Micro Focus IP Development Limited
Mainframe Express 3.1 WS8.	TX0007313888	2/2/2011	Micro Focus IP Development Limited
Mainframe Express Enterprise Edition 3.1 WS8.	TX0007313923	2/1/2011	Micro Focus IP Development Limited
Net Express for Eclipse 5 1 WS5	TX0007313906	2/1/2011	Micro Focus IP Development Limited
Net Express for Eclipse 5.1 WS5.	TX0007313906	2/1/2011	Micro Focus IP Development Limited
Net Express Server Express 5.1 Update 8	TX0007703637	3/18/2013	Micro Focus IP Development Limited
Net Express Server Express 5.1 WS6.	TX0007726044	4/16/2013	Micro Focus IP Development Limited
Net Express Server Express 5 1 WS7.	TX0007703620	3/18/2013	Micro Focus IP Development Limited

Title	Registration No.	Registration Date	Charger
Object COBOL Developer Suite 4 2.	TX0007263036	12/16/2010	Micro Focus (IP) Limited
Onweb Web to Host 6 4	TX0007688153	2/26/2013	Micro Focus IP Development Limited
QALoad 5.9 0	TX0007315834	1/10/2011	Micro Focus IP Development Limited
RM/COBOL 12.07 WS3	TX0007697808	3/11/2013	Micro Focus IP Development Limited
Rumba 8.3.	TX0007685293	2/20/2013	Micro Focus IP Development Limited
Rumba 9 0.	TX0007685299	2/20/2013	Micro Focus IP Development Limited
Server Enterprise Edition 5 1 WS5	TX0007313852	2/1/2011	Micro Focus IP Development Limited
Server Express 2 2.	TX0007300952	2/18/2011	Micro Focus IP Development Limited
Server Express 5 1.	TX0007503833	2/10/2012	Micro Focus IP Development Limited
Server Express 5 1 WS3	TX0007531060	2/10/2012	Micro Focus IP Development Limited
Server Express 5.1 WS5	TX0007313931	2/1/2011	Micro Focus IP Development Limited
Server Express for Eclipse 5.1 WS5	TX0007313927	2/1/2011	Micro Focus IP Development Limited
Server Express Remote Development Option 1 0 WS5	TX0007313918	2/1/2011	Micro Focus IP Development Limited
SilkCentral Test Manager 12 0	TX0007685993	2/22/2013	Micro Focus IP Development Limited
SilkCentral Test Manager 2009 SP1	TX0007315871	1/20/2011	Micro Focus IP Development Limited
SilkCentral Test Manager 2010 R2.	TX0007313860	2/9/2011	Micro Focus IP Development Limited
SilkCentral Test Manager 2011	TX0007704337	2/27/2013	Micro Focus IP Development Limited
SilkPerformer 2010 R1 SP1 Patch 2	TX0007313841	3/3/2011	Micro Focus IP Development Limited
SilkPerformer 2011.	TX0007707667	2/27/2013	Micro Focus IP Development Limited
SilkPerformer 9 0	TX0007688547	2/26/2013	Micro Focus IP Development Limited
SilkTest 13 6 (Web)	TX0007686968	2/25/2013	Micro Focus IP Development Limited
SilkTest 2009 R2	TX0007315864	1/18/2011	Micro Focus IP Development Limited

Title	Registration No.	Registration Date	Chargor
SilkTest 2010 R2	TX0007313835	3/8/2011	Micro Focus IP Development Limited
SilkTest 2011	TX0007707663	2/27/2013	Micro Focus IP Development Limited
SOA Express 8.0 WS4	TX0007313912	2/2/2011	Micro Focus IP Development Limited
Studio Enterprise Edition 5.1 WS5	TX0007313934	1/24/2011	Micro Focus IP Development Limited
TestPartner 6.3 Update 5.	TX0007686022	2/22/2013	Micro Focus IP Development Limited
Together 2008 Release 2 Service Pack 1.	TX0007315822	1/11/2011	Micro Focus IP Development Limited
Visual COBOL 2010	TX0007313883	2/2/2011	Micro Focus IP Development Limited
ACU Extend 9.1.2.1	TX0007634649	12/10/2012	Micro Focus IP Development Limited
ACUCOBOL-GT 9.0 WS1	TX0007731237	3/11/2013	Micro Focus IP Development Limited
CaliberRM 11.0	TX0007688052	2/26/2013	Micro Focus IP Development Limited
Database Connectors 2.1 Update ADX.	TX0007707445	3/22/2013	Micro Focus IP Development Limited
DevPartner 10.06.00	TX0007697745	3/11/2013	Micro Focus IP Development Limited
DevPartner 10.06.01.	TX0007685372	2/20/2013	Micro Focus IP Development Limited
DevPartner 11	TX0007685383	2/20/2013	Micro Focus IP Development Limited
Net Express 5.1 WS6.	TX0007634688	12/10/2012	Micro Focus IP Development Limited
QALoad 5.9 WS1	TX0007791387	3/11/2013	Micro Focus IP Development Limited
Revolve 7 WS 10.	TX0007685308	2/20/2013	Micro Focus IP Development Limited
Server Express 5.1 WS6	TX0007634701	12/10/2012	Micro Focus IP Development Limited
Silk Test 13.	TX0007634738	12/10/2012	Micro Focus IP Development Limited
Silk Test 13.5.	TX0007634848	12/10/2012	Micro Focus IP Development Limited
SilkCentral Test Manager 12.1	TXu001849438	12/10/2012	Micro Focus IP Development Limited
SilkPerformer 2010 R2	TX0007315847	1/10/2011	Micro Focus IP Development Limited



Title	Registration No.	Registration Date	Chargor
SilkPerformer 9.5.	TX0007685309	2/20/2013	Micro Focus IP Development Limited
StarTeam 12 0.	TX0007688548	2/26/2013	Micro Focus IP Development Limited
StarTeam 12.5.	TX0007634837	12/10/2012	Micro Focus IP Development Limited
StarTeam 13 0.	TX0007634836	12/10/2012	Micro Focus IP Development Limited
StarTeam Agile 1.0.	TX0007634696	12/10/2012	Micro Focus IP Development Limited
StarTeam Agile 1 0 Update 1.	TX0007730294	4/24/2013	Micro Focus IP Development Limited
StarTeam Agile 1 0 Update 1.	TX0007730294	4/24/2013	Micro Focus IP Development Limited
Studio Enterprise Edition 6.0 SP2 WS2.	TX0007685300	2/20/2013	Micro Focus IP Development Limited
Together 12.0	TX0007703604	3/18/2013	Micro Focus IP Development Limited
Together 12 5	TXu001861791	4/4/2013	Micro Focus IP Development Limited
Together 2008 R4.	TX0007697892	3/11/2013	Micro Focus IP Development Limited
Visual COBOL 2 1 for Visual Studio (Personal Edition)	TX0007685304	2/20/2013	Micro Focus IP Development Limited
Visual COBOL For Visual Studio 2.1.	TX0007703577	3/18/2013	Micro Focus IP Development Limited
Analysr Express 3 1.	TX0007314015	9/3/2010	Micro Focus (IP) Limited
CaliberRDM 2010	TX0007314717	10/13/2010	Micro Focus (IP) Limited
CaliberRM 2008 SP1 Patch 18	TX0007314761	10/25/2010	Micro Focus (IP) Limited
Data Express 4 0 WS7	TX0007315819	11/30/2010	Micro Focus (IP) Limited
DevPartner Studio Professional Edition 10 0 0 WS1	TX0007315811	10/18/2010	Micro Focus (IP) Limited
DevPartner Studio Professional Edition 10 1 0	TX0007314738	11/9/2010	Micro Focus (IP) Limited
DevPartner Studio Professional Edition 8 02.04.	TX0007314691	9/22/2010	Micro Focus (IP) Limited
DevPartner Visual C++ BoundsChecker Suite 10 0 0 WS1.	TX0007315816	10/18/2010	Micro Focus (IP) Limited
DevPartner Visual C++ BoundsChecker Suite 10 1 0.	TX0007314818	11/9/2010	Micro Focus (IP) Limited
DevPartner Visual C++ BoundsChecker Suite 8.02.04	TX0007314700	9/22/2010	Micro Focus (IP) Limited
Enterprise View.	TX0007314552	9/3/2010	Micro Focus (IP) Limited

Title	Registration No.	Registration Date	Charger
Modernisation Workbench	TX0007314553	9/21/2010	Micro Focus (IP) Limited
NetExpress 2.0	TX0007263037	12/16/2010	Micro Focus (IP) Limited
Optimal Trace Enterprise Edition 5.4.0	TX0007314009	10/11/2010	Micro Focus (IP) Limited
QADirector 6.1.0	TX0007314833	10/18/2010	Micro Focus (IP) Limited
QADirector 6.1.0 Websync 3	TX0007315830	11/30/2010	Micro Focus (IP) Limited
QADirector-SilkCentral Test Manager Migration Utility	TX0007314708	10/13/2010	Micro Focus (IP) Limited
RUMBA Office 7.5.2.	TX0007236948	10/28/2010	Micro Focus (IP) Limited
RUMBA Office 8.0	TX0007334006	10/28/2010	Micro Focus (IP) Limited
SilkCentral Test Manager 2010.	TX0007314731	10/7/2010	Micro Focus (IP) Limited
SilkCentral Test Manager-Changepoint Plug-in	TX0007314755	10/11/2010	Micro Focus (IP) Limited
SilkPerformer 2009 R2	TX0007313577	8/20/2010	Micro Focus (IP) Limited
SilkPerformer 2010	TX0007310873	8/20/2010	Micro Focus (IP) Limited
SilkPerformer 2010 SP1	TX0007310869	8/20/2010	Micro Focus (IP) Limited
SilkTest 2010.	TX0007314561	9/22/2010	Micro Focus (IP) Limited
SilkTest 2010 Patch 1	TX0007314548	9/22/2010	Micro Focus (IP) Limited
SilkTest Premium 2010	TX0007303839	8/16/2010	Micro Focus (IP) Limited
SilkTest Premium 2010	TX0007314551	8/27/2010	Micro Focus (IP) Limited
Studio Enterprise Edition 6.0 SP1 WS1.	TX0007314771	12/6/2010	Micro Focus (IP) Limited
Studio/Server Enterprise Edition 6.0 SP1	TX0007306060	8/18/2010	Micro Focus (IP) Limited
TestPartner 6.3.0 Websync 3.	TX0007315851	12/1/2010	Micro Focus (IP) Limited
COBOL developer suite v4.0 for UNIX	TX0004915178	7/6/1999	Merant International, Ltd. (assigned by Micro Focus IP Development Limited)
Object COBOL developer suite v4.1 for UNIX	TX0004915177	7/6/1999	Merant International, Ltd. (assigned by Micro Focus IP Development Limited)
Orbix mainframe	TX0006400335	3/28/2006	Micro Focus IP Development Limited
Artix advanced for z/OS 4.0.	TX0006359481	3/29/2006	Micro Focus IP Development Limited
Orbix generation 3 ; Orbix 3.3.8	TXu001292323	3/30/2006	Micro Focus IP Development Limited
Artix 4.0	TX0006352667	4/3/2006	Micro Focus IP Development Limited
Orbix E2A application server platform 6.3.	TXu001310697	4/12/2006	Micro Focus IP Development Limited
Orbix v3.3.9	TX0007458962	12/21/2011	Micro Focus IP Development Limited

Title	Registration No.	Registration Date	Charger
Application quality workbench	TXu001260318	10/11/2005	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
CARS workbench.	TXu001293575	5/8/2006	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DeevPartner SecurityChecker DevPartner SecurityChecker 1 0 1	TXu001272042	11/21/2005	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner fault simulator	TXu001333040	12/18/2006	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner	TXu001597074	11/9/2007	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner	TXu001316983	8/21/2006	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner	TXu001271381	11/22/2005	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
Devpartner 64	TXu001272600	11/1/2005	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner fault simulator	TXu001351272	4/20/2007	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner fault simulator.	TXu001290170	11/22/2005	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner Java	TXu001339997	2/14/2007	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner security checker	TXu001351270	4/20/2007	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner security checker	TXu001291069	3/8/2006	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner Java DevPartner Java 4 0	TXu001271986	11/16/2005	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
DevPartner Java DevPartner Java 4.1 . DevPartner Java 4 0	TXu001311407	8/14/2006	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)

Title	Registration No.	Registration Date	Chargor
DevPartner studio	TXu001351271	4/20/2007	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
DriverStudio DriverStudio 3.2 . SofICE · SofICE driver suite	TXu001263454	10/20/2005	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
Optimal Advisor	TXu001263760	12/19/2005	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
Optimal Advisory	TXu001311485	6/12/2006	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
OptimalAdvisor	TXu001260323	10/11/2005	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
Optimal Trace	TXu001597078	11/9/2007	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
TunaSQL 2.3.	TX0004991337	6/1/1999	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
WebCheck WebCheck 5 1	TXu001270726	11/7/2005	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
QA Center	TXu001274872	12/13/2005	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
QADirector	TXu001594825	10/10/2007	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
QADirector	TXu001293123	5/8/2006	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
QADirector · ver· 2.1 6, date 10/14/97	TX0004816959	10/24/1997	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
Qadirector · Qadirector 5 0 1 Playback director . Acqua	TXu001266669	10/20/2005	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
QA load 4.1	TX0004666194	11/4/1997	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
QALoad	TXu001262760	10/11/2005	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)

Title	Registration No.	Registration Date	Chargor
QAPlan & QATrack.	TX0004571467	11/4/1997	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
QARun	TX0004571468	11/4/1997	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
QA Run	TXu001268249	10/12/2005	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
QASTress.	TX0004675917	11/4/1997	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
Reconcile	TXu001314820	8/23/2006	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
Reconcile : Reconcile 2.00 00.	TXu001263455	10/20/2005	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
TestPartner	TXu001301204	6/15/2006	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
TestPartner	TXu001589922	8/29/2008	Micro Focus (IP), Ltd (assigned by Micro Focus IP Development Limited)
DevPartner studio	TXu001293630	5/8/2006	Micro Focus (IP), Ltd. (assigned by Micro Focus IP Development Limited)
Function key customizer, TIPC version 1.1	TXu000264610	11/25/1986	Micro Focus (IP) Limited
C utility library.	TX0001748306	2/6/1986	Micro Focus (IP) Limited
ARISE (automated recovery of integrated system environments)	TXu000315079	3/22/1988	Micro Focus (IP) Limited
COBOL developer suite v4.0 for UNIX.	TX0004915178	7/6/1999	Micro Focus (IP) Limited
Object COBOL developer suite v4.1 for UNIX	TX0004915177	7/6/1999	Micro Focus (IP) Limited
PC/370 IBM 370 assembler, linker, and emulator	TXu000273526	7/21/1987	Micro Focus (IP) Limited

**SIGNATORIES**

**Chargors**

EXECUTED AS A DEED by )  
MICRO FOCUS INTERNATIONAL PLC )  
acting by [REDACTED UNDER S 859G OF THE COMPANIES ACT 2006]

**Director**

In the presence of: [REDACTED UNDER S 859G OF THE  
COMPANIES ACT 2006]

Witness's signature ...

Name *Ewan Palenschoch*

Address *833 N California Ave, Chicago, IL 60622*

EXECUTED AS A DEED by )  
MICRO FOCUS GROUP LIMITED )  
acting by [REDACTED UNDER S 859G OF THE COMPANIES ACT 2006]

**Director**

In the presence of: [REDACTED UNDER S 859G OF THE COMPANIES  
ACT 2006]

Witness's signature. ✓

Name: *Ewan Palenschoch*

Address *833 N California Ave, Chicago, IL 60622*

EXECUTED AS A DEED by )  
MICRO FOCUS HOLDINGS LIMITED )  
acting by )

Director [REDACTED UNDER S 859G  
OF THE COMPANIES ACT  
2006]  
In the presence of:

Witness's signature:

Name: *FRONA SWOZAS* ✓

Address: *TRAVEL SMITH LLP LONDON, EC1A 2AL*

EXECUTED AS A DEED by  
MICRO FOCUS (IP) LIMITED  
acting by

[REDACTED UNDER S 859G OF  
THE COMPANIES ACT 2006]

Director [REDACTED UNDER S 859G OF  
THE COMPANIES ACT 2006]  
In the presence of:

Witness's signature:

Name: *FRONA SWOZAS* ✓

Address: *TRAVEL SMITH LLP LONDON, EC1A 2AL*

[REDACTED UNDER S 859G OF  
THE COMPANIES ACT 2006]

EXECUTED AS A DEED by  
MICRO FOCUS (US) HOLDINGS  
acting by

Director [REDACTED UNDER S 859G OF  
THE COMPANIES ACT 2006]  
In the presence of:

Witness's signature:

Name: *FRONA SWOZAS*

Address: *TRAVEL SMITH LLP LONDON, EC1A 2AL*

EXECUTED AS A DEED by )  
MICRO FOCUS IP DEVELOPMENT LIMITED )  
acting by )

[REDACTED UNDER S 859G OF  
THE COMPANIES ACT 2006]

Director [REDACTED UNDER S 859G OF  
THE COMPANIES ACT 2006]  
In the presence of.

Witness's signature: ..

Name: *FINA SWOZAR* ..

Address *TRAVERE SMITH LLP LONDON, EC1A 2AL*

EXECUTED AS A DEED by )  
MICRO FOCUS LIMITED )  
acting by )

[REDACTED UNDER S 859G OF  
THE COMPANIES ACT 2006]

Director [REDACTED UNDER  
S 859G OF THE  
COMPANIES ACT 2006]  
In the presence of

Witness's signature: ..

Name: *FINA SWOZAR* ..

Address *TRAVERE SMITH LLP LONDON, EC1A 2AL*

EXECUTED AS A DEED by )  
MICRO FOCUS IP LTD )  
acting by )

[REDACTED UNDER S 859G  
OF THE COMPANIES ACT  
2006]

Director [REDACTED UNDER S 859G OF  
THE COMPANIES ACT 2006]  
In the presence of

Witness's signature:

Name: *FINA SWOZAR* ..

Address *TRAVERE SMITH LLP LONDON, EC1A 2AL*



**BANK OF AMERICA, N.A.**

**as the Collateral Agent**

**[REDACTED UNDER S 859G OF THE COMPANIES ACT  
2006]**

**By: \_\_\_\_\_**

**Name: Anthea Del Bianco**

**Title: Vice President**

✓