



**Registration of a Charge**

Company Name: **CENNOX LOCKPOINT LIMITED**

Company Number: **02443236**



XB6Q6K9S

Received for filing in Electronic Format on the: **22/06/2022**

**Details of Charge**

Date of creation: **17/06/2022**

Charge code: **0244 3236 0005**

Persons entitled: **WHITEHORSE CAPITAL MANAGEMENT, LLC**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **ANDREW LOWNDES, PAUL HASTINGS (EUROPE) LLP**



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

Company number: 2443236

Charge code: 0244 3236 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th June 2022 and created by CENNOX LOCKPOINT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd June 2022 .

Given at Companies House, Cardiff on 23rd June 2022

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 17 JUNE 2022

**Between**

**THE CHARGORS LISTED IN Schedule 1**

and

**WHITEHORSE CAPITAL MANAGEMENT, LLC**  
(as Security Agent)

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**SUPPLEMENTAL DEBENTURE**

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This Supplemental Debenture is supplemental to the Original Debenture and the First Supplemental Debenture (each as defined herein)

**PAUL**  
**HASTINGS**

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**THIS DEED** is made on 17 June 2022 (the "**Supplemental Debenture**")

**BETWEEN:**

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **WHITEHORSE CAPITAL MANAGEMENT, LLC** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

**RECITALS:**

- (A) On 4 May 2021, the Chargors (as defined therein) and the Security Agent entered into the Original Debenture (as defined below).
- (B) On 31 March 2022, the Chargors (as defined therein) and the Security Agent entered into the First Supplemental Debenture (as defined below).
- (C) The Chargors (as defined below) now enter into this Supplemental Debenture as supplemental security to the Original Debenture and the First Supplemental Debenture on the terms set out herein.

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

In this Supplemental Debenture:

"**Account Notice**" means a notice substantially in the form set out in Part 3 of Schedule 8 (*Forms of Notices*);

"**Accounts**" means the accounts of the Chargors from time to time, including without limitation, those accounts set out in Schedule 6 (*Bank Accounts*) of this Supplemental Debenture and any renewal or re-designation of such accounts, in each case, together with the debt or debts represented thereby;

"**Assigned Agreements**" means any Material Contracts (as defined in the Credit Agreement) governed by English law to which a Chargor is a party and any other agreement designated as an Assigned Agreement by the Chargor and the Security Agent from time to time;

"**Charged Property**" means all the assets and undertakings of the Chargors which from time to time are subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Supplemental Debenture and any Security Accession Deed;

"**Chargor**" means each of the Chargors and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"**Counterparty Notice**" means a notice substantially in the form set out in Part 1 of Schedule 8 (*Forms of Notices*);

**"Credit Agreement"** means the credit agreement originally dated 4 May 2021 between, amongst others, Cennox, Inc. and Cennox Holdings Limited as Borrowers, those certain entities defined therein as Guarantors, the Lenders listed therein and Whitehorse Capital Management, LLC as Administrative Agent (as amended on 22 November 2021 and 11 March 2022, and as it may be further amended, restated, amended and restated, refinanced, replaced, extended, varied, supplemented or otherwise modified from time to time);

**"Equipment"** means all plant, machinery, computers, office and other equipment, furnishings and vehicles and other chattels together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto;

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

**"First Supplemental Debenture"** means the supplemental debenture dated 4 May 2021 between the Chargors (as defined therein) and the Security Agent;

**"Insurance Notice"** means a notice substantially in the form set out in Part 2 of Schedule 8 (*Forms of Notices*);

**"Insurance Policies"** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested (in each case governed by or subject to English law), including but not limited to the policies of insurance, if any, specified in Schedule 7 (*Insurance Policies*), in each case, excluding any third party liability or public liability insurance and any directors and officers insurance;

**"Intellectual Property"** means any patents, trademarks, service marks, designs, business names, copyrights, service marks, trade names, technology, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and all other rights, privileges, priorities and interests in or to intellectual property (which may now or in the future subsist, including, for the avoidance of doubt, without limitation, all other confidential or proprietary information (including inventions and discoveries, invention disclosures (whether or not patented), research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, flow charts, models, strategies, prototypes and techniques) and processes, all registrations and applications for registration of any of the foregoing, and all goodwill and claims of infringement against third parties associated with any of the foregoing), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 4 (*Intellectual Property*);

**"Investment"** means any stock, share, debenture, loan stock, securities, bonds, certificates of deposits, options, warrants, interest in any investment fund or investment scheme and any other comparable investment (including all warrants, options and any other rights to subscribe for, convert into or otherwise acquire these investments), including but not limited to the investments, if any, specified in Schedule 3 (*Shares and Investments*) (including, unless the context otherwise requires, the Shares), in each case whether owned directly by or to the order of a Chargor or by any trustee, fiduciary, nominee or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary, nominee or clearance system);

**"Lenders"** means the Lenders as defined in the Credit Agreement;

**"Loan Documents"** has the meaning given to it in the Credit Agreement;

**"Loan Parties"** has the meaning given to it in the Credit Agreement;

**"Material Property"** means:

- (a) the freehold and leasehold Property (if any) specified in Schedule 2 (*Material Properties*) or in any relevant Security Accession Deed; and/or
- (b) such other freehold with a market value equal to or more than \$5,000,000 or leasehold with a lease term of 20 years or more acquired by a Chargor after the date of this Supplemental Debenture; and/or
- (c) all freehold Properties which have a market value equal to or more than \$5,000,000 or all leasehold Properties with a lease term of 20 years or more owned or leased by any Chargor wheresoever situated;

**"Original Debenture"** means the debenture dated 4 May 2021 between the Chargors (as defined therein) and the Security Agent;

**"Other Debts"** means all book debts and other debts and monetary claims (other than Trading Receivables) owing to a Chargor and any proceeds of such debts and claims;

**"Parties"** means each of the parties to this Supplemental Debenture from time to time;

**"Property"** means all freehold and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested including, but not limited to, the property, if any, specified in Schedule 2 (*Material Properties*); and shall include:

- (a) the proceeds of sale of all or any part of such property;
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property;
- (c) all money received by or payable to a Chargor in respect of such property; and
- (d) all buildings, fixtures and fittings from time to time on such property;

**"PSC Register"** means the "PSC register" within the meaning of section 790C(10) of the Companies Act 2006;

**"Quasi-Security"** means a transaction or arrangement in which a Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any Loan Party or any of their Subsidiaries;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;



- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

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

**"Receiver"** means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this Supplemental Debenture;

**"Related Rights"** means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**"Secured Obligations"** means all money, obligations or liabilities due, owing or incurred to any Secured Party by any of the Loan Parties or their Subsidiaries under any Loan Document at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by any Secured Party in connection therewith except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006;

**"Secured Parties"** has the meaning given to it in the Credit Agreement;

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

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in Schedule 9 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require;

**"Shares"** means all shares owned from time to time by a Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 3 (*Shares and Investments*);

**"Trading Receivables"** means all book and other debts arising in the ordinary course of trading; and

**"Trust Property"** means:

- (a) the Security created or evidenced or expressed to be created or evidenced under or pursuant to any of the Loan Documents (being the **"Transaction Security"**), and expressed to be granted in favour of the Security Agent as trustee for the Secured Parties and all proceeds of that Transaction Security;

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

## 1.2 Construction

In this Supplemental Debenture, unless a contrary intention appears, a reference to:

- (a) an "**agreement**" includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an "**amendment**" includes any amendment, supplement, variation, novation, modification, replacement or restatement and "**amend**", "**amending**" and "**amended**" shall be construed accordingly;
- (c) "**assets**" includes present and future properties, revenues and rights of every description;
- (d) "**including**" means including without limitation and "**includes**" and "**included**" shall be construed accordingly;
- (e) "**losses**" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "**loss**" shall be construed accordingly;
- (f) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
- (g) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (h) the Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand; and
- (i) there is a "**continuance**" of an Event of Default if such Event of Default has not been waived or remedied in accordance with the terms of the Credit Agreement.

### **1.3 Other References**

- (a) In this Supplemental Debenture, unless a contrary intention appears, a reference to:
  - (i) any Loan Party, any Lender, Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Loan Documents;
  - (ii) any Loan Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated, including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Loan Document;
  - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Supplemental Debenture and any reference to this Supplemental Debenture includes its schedules; and
  - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Supplemental Debenture are inserted for convenience only and are to be ignored in construing this Supplemental Debenture.
- (c) Words importing the plural shall include the singular and vice versa.

### **1.4 Incorporation by reference**

Unless the context otherwise requires or unless otherwise defined in this Supplemental Debenture, words and expressions defined in the Credit Agreement have the same meanings when used in this Supplemental Debenture.

### **1.5 Credit Agreement**

In the event of any inconsistency or conflict between the terms of this Supplemental Debenture and the Credit Agreement, the terms of the Credit Agreement shall prevail. The Security Agent shall release, without recourse, representation or warranty, any of the Charged Property to the extent authorised to do so under the terms of the Credit Agreement.

### **1.6 Miscellaneous**

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Supplemental Debenture to the

extent required for any purported disposition of the Charged Property contained in this Supplemental Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (b) Notwithstanding any other provision of this Supplemental Debenture, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Supplemental Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.
- (c) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Supplemental Debenture and no rights or benefits expressly or impliedly conferred by this Supplemental Debenture shall be enforceable under that Act against the Parties by any other person.
- (d) The parties hereto intend that this document shall take effect as a deed notwithstanding that any party may only execute this document under hand.
- (e) Notwithstanding any other provision of this Supplemental Debenture where:
  - (i) a right or asset has been assigned by a Chargor under each of the Original Debenture and the First Supplemental Debenture and that Chargor purports to assign the same asset or right under this Supplemental Debenture, that subsequent assignment will instead take effect as a charge over that Chargor's remaining rights in respect of the relevant asset or right and will only take effect as an assignment if the assignment created by each of the Original Debenture and the First Supplemental Debenture has no, or ceases to have, effect; and/or
  - (ii) this Supplemental Debenture purports to create a first fixed charge over any assets over which a Chargor granted a fixed charge under each of the Original Debenture and the First Supplemental Debenture, that security interest will be a subsequent-ranking charge ranking subject to (A) the first ranking charge created by the Original Debenture; and (B) the second ranking charge created by the First Supplemental Debenture, in each case, until such time as the applicable security interest created by the Original Debenture and the First Supplemental Debenture has no, or ceases to have, effect,

and, for so long as the Original Debenture and the First Supplemental Debenture remain in force and effect, any reference in this Supplemental Debenture to an asset secured under, as applicable, the Original Debenture or the First Supplemental Debenture being assigned or the security over any asset secured under the Original Debenture or the First Supplemental Debenture being prior-ranking or secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this Supplemental Debenture or any other Loan Document as a result of the execution of or the

existence of any security interest created (or purported to be created) under the Original Debenture, the First Supplemental Debenture or this Supplemental Debenture and the terms of the Original Debenture, the First Supplemental Debenture the Supplemental Debenture and the other Loan Documents shall be construed accordingly so that there shall be no such breach or default.

- (f) Provided that a Chargor is in compliance with the terms of each of the Original Debenture and the First Supplemental Debenture (including without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this Supplemental Debenture at Companies House pursuant to section 859 of the Companies Act 2006)) then to the extent that the terms of this Supplemental Debenture impose the same or substantially the same obligation in respect of the same assets, the Chargor will be deemed to have complied with the relevant obligations herein by virtue of its compliance under each of the Original Debenture and the First Supplemental Debenture.

## **1.7 Declaration of trust**

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

## **2. COVENANT TO PAY**

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

### **3. CHARGING PROVISIONS**

#### **3.1 Specific Security**

Each Chargor, as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all Material Property now belonging to or vested in it together with all buildings and fixtures on that Material Property; and
- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under Clause 3.1(a)) in any Property and the benefit of all other agreements relating to land;
  - (ii) all of its rights, title and interest in the Intellectual Property;
  - (iii) all of its rights, title and interest in the Equipment;
  - (iv) all the Investments, Shares and all corresponding Related Rights;
  - (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
  - (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
  - (vii) all monies standing to the credit of the Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts;
  - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
  - (ix) its goodwill and uncalled capital; and
  - (x) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements.

#### **3.2 Security Assignment**

As further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in:

- (a) the Insurance Policies; and
- (b) the Assigned Agreements,

subject in each case to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

### **3.3 Floating Charge**

- (a) As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Supplemental Debenture.

### **3.4 Conversion of Floating Charge**

- (a) The Security Agent may, by notice to any Chargor, convert the floating charge created under this Supplemental Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:
  - (i) an Event of Default has occurred and is continuing; or
  - (ii) the Security Agent is of the view (acting reasonably) that any asset charged under the floating charge created under this Supplemental Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy; or
  - (iii) the Security Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Supplemental Debenture.
- (b) The floating charge created under this Supplemental Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of a Chargor which are subject to the floating charge created under this Supplemental Debenture, if:
  - (i) the members of that Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;
  - (ii) that Chargor creates, or purports to create, Security (except as permitted by the Loan Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under this Supplemental Debenture;
  - (iii) any third party takes any formal step with a view to levying distress, attachment, execution or other legal process against any such asset;
  - (iv) any person (entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court; or

- (v) if any other floating charge created by that Chargor crystallises for any reason.
- (c) Upon the conversion of any floating charge pursuant to this Clause 3.4, each relevant Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require.

### **3.5 Property Restricting Charging**

- (a) There shall be excluded from the charge created by Clause 3.1 (*Specific Security*) and from the operation of Clause 4 (*Further Assurance*):
  - (i) any leasehold property held by a Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest; and
  - (ii) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property,

in each case until the relevant condition or waiver has been satisfied or obtained.
- (b) For all leasehold property or Intellectual Property referred to in Clause 3.5(a), each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this Supplemental Debenture and, in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its best endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property or Intellectual Property shall stand charged to the Security Agent under Clause 3.1 (*Specific Security*). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

## **4. FURTHER ASSURANCE**

- (a) The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 4(b) and (c) below.
- (b) Each Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute or re-execute all such documents (including assignments, transfers, mortgages, charges,



notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require):

- (i) to perfect the Security created or intended to be created under or evidenced by this Supplemental Debenture (which may include the execution or re-execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Supplemental Debenture) or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to this Supplemental Debenture or by law;
  - (ii) to confer on the Security Agent, or on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Supplemental Debenture; and/or
  - (iii) for so long as an Event of Default is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Supplemental Debenture.
- (c) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Debenture or to enable the Security Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Charged Property.

## **5. NEGATIVE PLEDGE**

No Chargor may:

- (a) create or agree to create or permit to subsist or exist any Security or Quasi-Security over all or any part of the Charged Property;
- (b) sell, assign, transfer, lease out, lend, or grant any option with respect to, or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.3 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as expressly permitted by the Credit Agreement or with the prior written consent of the Security Agent.

## **6. REPRESENTATIONS AND WARRANTIES**

### **6.1 General**

Each Chargor represents and warrants to the Security Agent as set out in this Clause 6 on the date of this Supplemental Debenture and, with the exception of Clause 6.5 (*Warning Notices*) below, on each date that the representations made in the Credit Agreement are repeated thereunder.

### **6.2 Property**

Schedule 2 (*Material Properties*) identifies all freehold and leasehold property with a market value equal to or more than \$5,000,000 beneficially owned by it as at the date of this Supplemental Debenture. There are no proceedings, actions or circumstances relating to any of that property which materially and adversely affect that property's value or its ability to use that property for the purposes for which it is currently used.

### **6.3 Shares**

It is the legal and beneficial owner of the Shares identified against its name in Schedule 3 (*Share and Investments*) which represent the entire issued share capital of the relevant Subsidiaries and all of those Shares are fully paid and not subject to pre-emption or other similar rights.

### **6.4 Schedules**

To the best of each Chargor's knowledge and belief, the information contained in each of the schedules to this Supplemental Debenture is accurate, complete and correct as at the date of this Supplemental Debenture.

### **6.5 Warning Notices**

- (a) It has not issued and does not intend to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any Shares;
- (b) It has not received any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any Shares.

## **7. PROTECTION OF SECURITY**

### **7.1 Title Documents**

- (a) Each Chargor will promptly, but in any event within 10 Business Days of the date of this Supplemental Debenture, deposit with the Security Agent (or as it shall direct):
  - (i) all deeds and documents of title relating to all real property mortgaged or charged under this Supplemental Debenture and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release;

- (ii) all stock and share certificates and other documents of title relating to the Shares and Investments together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time upon the occurrence and during the continuation of an Event of Default to complete, under its power of attorney given in this Supplemental Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select;
- (b) Each Chargor will promptly, but in any event within 10 Business Days of the date such Chargor acquires any future Shares (or such longer period as is reasonably required to allow HM Revenue and Customs to stamp any transfer form effecting such acquisition and for legal title to transfer to the Chargor) deposit with the Security Agent (or procure the deposit of) all certificates and other documents of title or evidencing title in respect of each of the Shares and stock transfer forms relating to the Shares (executed in blank by it or on its behalf).
- (c) Upon the occurrence and during the continuation of an Event of Default, all other documents including copies of all Insurance Policies relating to the Charged Property which the Security Agent may from time to time reasonably require.
- (d) The Security Agent may retain any document delivered to it under this Clause 7.1 or otherwise until the security created under this Supplemental Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.
- (e) Any document required to be delivered to the Security Agent under Clause 7.1(a) which is for any reason not so delivered or which is released by the Security Agent to a Chargor shall be held on trust by the relevant Chargor for the Security Agent.

## **7.2 Receivables and Bank Accounts**

- (a) Each Chargor shall:
  - (i) as agent for the Security Agent, collect all Other Debts charged to the Security Agent under this Supplemental Debenture, pay the proceeds into an Account promptly upon receipt and, pending such payment, hold those proceeds on trust for the Security Agent;
  - (ii) not charge, factor, discount or assign any of the Trading Receivables or Other Debts in favour of any person, or purport to do so unless expressly permitted by the Credit Agreement or with the prior consent of the Security Agent; and

- (iii) where an Account is not maintained with the Security Agent, serve an Account Notice on the bank with whom the Account is maintained within 5 Business Days of the relevant Security being granted over that Account and use reasonable endeavours to procure that such bank signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Account Notice.
- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the Account Notice, withdrawing its consent to the making of withdrawals by the Chargors in respect of the Accounts, unless and until an Event of Default has occurred and is continuing or any of the circumstances described in Clause 3.4 (*Conversion of Floating Charge*) has arisen.

### **7.3 Insurance Policies and Assigned Agreements**

- (a) Each Chargor will:
  - (i) within 5 Business Days of the relevant Security being granted over the Insurance Policy or Assignment (or in respect of any Insurance Policy or Assigned Agreement entered into after the date of this Supplemental Debenture, within 5 Business Days after the date of entry into such Insurance Policy or Assigned Agreement) give notice to the other party to each Insurance Policy and Assigned Agreement that it has assigned or charged its right under the relevant policy or agreement to the Security Agent under this Supplemental Debenture. Such notice will be a Counterparty Notice, except in the case of the Insurance Policies where it will be an Insurance Notice. Each relevant Chargor will use reasonable endeavours to procure that the relevant counterparty or insurer signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant Notice within 14 days of the execution of this Supplemental Debenture (or, as the case may be, of the entering into of the relevant policy or agreement).
  - (ii) perform all its obligations under the Insurance Policies or Assigned Agreements in a diligent and timely manner;
  - (iii) not make or agree to make any amendments to the Insurance Policies or Assigned Agreements, waive any of its rights under such policies or agreements or exercise any right to terminate any Insurance Policy or Assigned Agreement, except with the prior consent of the Security Agent.
- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice or paragraph 2 of the Insurance Notice, unless and until an Event of Default has occurred and is continuing.

### **7.4 The Land Registry**

- (a) Each Chargor shall apply to the Land Registrar for a restriction to be entered on the Register of Title in relation to all real property situated in England and

Wales and charged by way of legal mortgage under this Supplemental Debenture (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Debenture) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register".

- (b) Subject to the terms of the Credit Agreement, the Secured Parties are under an obligation to make further advances to Chargors (which obligation is deemed to be incorporated into this Supplemental Debenture) and this security has been made for securing those further advances. Each Chargor shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to real property situated in England and Wales and charged by way of legal mortgage under this Supplemental Debenture (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Debenture) that there is an obligation to make further advances on the security of the registered charge.
- (c) If any Chargor fails to make the applications set out in Clauses 7.4(a) or (b) or if the Security Agent gives notice to any Chargor that it will make such applications on its behalf, each Chargor irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may reasonably request in connection with such application.
- (d) In respect of any of the real property mortgaged or charged under this Supplemental Debenture title to which is registered at the Land Registry, it is certified that the security created by this Supplemental Debenture does not contravene any of the provisions of the articles of association of any Chargor.

## **7.5 Registration of Intellectual Property**

Each Chargor as registered proprietor appoints the Security Agent as its agent to apply for the particulars of this Supplemental Debenture and of the Secured Parties' interest in its existing trademarks and trade mark applications and any future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and each Chargor agrees, upon request by the Security Agent, to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.

## **8. UNDERTAKINGS**

### **8.1 General**

- (a) Each Chargor undertakes to the Security Agent in the terms of this Clause 8 from the date of this Supplemental Debenture and for so long as any of the Secured Obligations are outstanding.

- (b) Each Chargor will observe and perform all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary all of the Charged Property.
- (c) Each Chargor will keep all real property and Equipment which forms part of the Charged Property in good and substantial repair (fair wear and tear excepted) and, where applicable, in good working order.

## **8.2 PSC Register**

- (a) In respect of any Shares, the Chargor shall promptly:
  - (i) notify the Security Agent of its intention to issue, or its receipt of, any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 and provide to the Security Agent a copy of any such warning notice or restrictions notice;
  - (ii) respond to that notice within the prescribed timeframe; and
  - (iii) provide to the Security Agent a copy of the response sent/received in respect of such notice.
- (b) For the purposes of withdrawing any restrictions notice or for any application to the court under Schedule 1B of the Companies Act 2006, the Chargor shall (and shall ensure that the relevant Loan Party or its Subsidiary will) provide such assistance as the Security Agent may reasonably request in respect of any Shares which constitute Charged Property and provide the Agent with all information, documents and evidence that it may reasonably request in connection with the same.

## **8.2 Real Property**

- (a) Each Chargor will notify the Security Agent if it intends to acquire any estate or interest in any freehold, leasehold or other real property with a market value equal to or more than £5,000,000 and will in any event notify the Security Agent promptly in writing of the actual acquisition by it of any such freehold, leasehold or other real property.
- (b) Each Chargor will permit the Security Agent and any person nominated by the Security Agent to enter into and upon any of Material Property at all reasonable times during business hours and on not less than 2 Business Days notice to view the state and condition of such property and will remedy any material defect or disrepair promptly after the Security Agent serves notice of such defect or disrepair.
- (c) No Chargor will grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Material Property or otherwise part with possession of the whole or any part of the Property (except as permitted by the Credit Agreement).

- (d) Each Chargor will give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Material Property.

### **8.3 Voting and Distribution Rights**

- (a) Prior to the occurrence of an Event of Default which is continuing:
  - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares and Investments; and
  - (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares and Investments provided that it shall not exercise any such voting rights or powers in a manner which would prejudice the interests of the Secured Parties under this Supplemental Debenture or adversely affect the validity, enforceability or existence of the Charged Property or the Security created under this Supplemental Debenture.
- (b) At any time upon the occurrence and during the continuation of an Event of Default, all voting rights in respect of the Shares and Investments shall be exercised by the Chargor as directed by the Security Agent, unless the Security Agent has notified the Chargor in writing that it wishes to give up this right.
- (c) At any time upon the occurrence and during the continuation of an Event of Default, each Chargor shall hold any dividends, distributions and other monies paid on or derived from the Shares and Investments on trust for the Secured Parties and pay the same to, or as directed by, the Security Agent.
- (d) If, at any time, any Shares or Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares or Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares or Investments.

## **9. SECURITY AGENT'S POWER TO REMEDY**

### **9.1 Power to Remedy**

If any Chargor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow

(and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Chargor which is reasonably necessary to ensure that those obligations are complied with.

## **10. CONTINUING SECURITY**

### **10.1 Continuing Security**

The Security constituted by this Supplemental Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

### **10.2 Other Security**

The Security constituted by this Supplemental Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Supplemental Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

## **11. ENFORCEMENT OF SECURITY**

### **11.1 Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Supplemental Debenture. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Supplemental Debenture shall be immediately exercisable at any time after upon the occurrence and during the continuation of an Event of Default has occurred.

### **11.2 Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Supplemental Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Supplemental Debenture, those contained in this Supplemental Debenture shall prevail.

### **11.3 Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Supplemental Debenture, and all or any of the rights and powers conferred by this Supplemental Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor at any time upon the occurrence and during the continuation of an Event of Default, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.



#### **11.4 Disapplication of Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Supplemental Debenture.

#### **11.5 Appropriation under the Financial Collateral Regulations**

- (a) To the extent that any of the Charged Property constitutes "financial collateral" and this Supplemental Debenture and the obligations of the Chargors hereunder constitute "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the "**Regulations**")), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the relevant Chargors at any time upon the occurrence and during the continuation of an Event of Default.
- (b) The Parties agree that the value of any such appropriated financial collateral shall be: (x) in the case of securities, the price at which such securities can be disposed of by the Security Agent; and (y) in the case of any other asset, the market value of such financial collateral as determined by the Security Agent, in each case, in a commercially reasonable manner (including by way of an independent valuation). The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

#### **11.6 Powers of Leasing**

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

#### **11.7 Fixtures**

The Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

### **12. RECEIVERS**

#### **12.1 Appointment of Receiver**

- (a) Subject to paragraph (c) below, at any time an Event of Default is continuing, or if so requested by the relevant Chargor, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Supplemental Debenture.

- (c) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

## **12.2 Powers of Receiver**

Each Receiver appointed under this Supplemental Debenture shall have (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Supplemental Debenture), so that the powers set out in Schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property, but only following a written notification from either the Receiver or the Security Agent to the relevant Chargor stating that the Security Agent shall exercise all voting rights in respect of the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this Supplemental Debenture and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;

- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 12.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

### **12.3 Receiver as Agent**

Each Receiver shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

### **12.4 Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

### **12.5 Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

### **12.6 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Supplemental Debenture (unless the document appointing such Receiver states otherwise).

## **13. APPLICATION OF PROCEEDS**

### **13.1 Order of Application**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Supplemental Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by Section 8.03 (*Application of Funds*) of the Credit Agreement notwithstanding any purported appropriation by any Chargor.

### **13.2 Insurance Proceeds**

Upon the occurrence and during the continuation of, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor) or (except in the case of leasehold premises) in reduction of the Secured Obligations.

### **13.3 Section 109 Law of Property Act 1925**

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Supplemental Debenture.

### **13.4 Application against Secured Obligations**

Subject to Clause 13.1 above, any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under this Supplemental Debenture may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

### **13.5 Suspense Account**

Until the Secured Obligations are paid in full, the Security Agent or the Receiver (as applicable) may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this Supplemental Debenture or on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Chargor or the Security Agent or the Receiver as the Security Agent or the Receiver shall think fit) and the Security Agent or the Receiver may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations, provided that if the amount of such money is, in aggregate, sufficient to discharge the Secured Obligations in full, the Security Agent shall apply such money in repayment of the Secured Obligations in accordance with the terms of the Credit Agreement.

## **14. PROTECTION OF SECURITY AGENT AND RECEIVER**

### **14.1 No Liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default under the Loan Documents.

### **14.2 Possession of Charged Property**

Without prejudice to Clause 14.1 above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

### **14.3 Primary liability of Chargor**

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Supplemental Debenture and the charges contained in this Supplemental Debenture shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Chargor (as a surety only) or the charges contained in this Supplemental Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

### **14.4 Waiver of defences**

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

- (a) any time, waiver or consent granted to, or composition with, any Loan Party or other person;
- (b) the release of any other Loan Party or any other person under the terms of any composition or arrangement with any creditor of any Loan Party or any of the Borrowers or their Subsidiaries;
- (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 Loan Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Loan Party or any other person;

- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Loan Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Loan Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- (g) any insolvency or similar proceedings.

#### **14.5 Security Agent**

The provisions set out in Article IX (*Administrative Agent*) of the Credit Agreement shall govern the rights, duties and obligations of the Security Agent under this Supplemental Debenture.

#### **14.6 Delegation**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Supplemental Debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

#### **14.7 Cumulative Powers**

The powers which this Supplemental Debenture confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Supplemental Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

### **15. POWER OF ATTORNEY**

#### **15.1 Appointments and powers**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Supplemental Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Supplemental

Debenture or otherwise for any of the purposes of this Supplemental Debenture, in each case if the Chargor has failed to perform an obligation under this Supplemental Debenture and such failure has not been remedied within 20 Business Days of the Security Agent requiring it to be so remedied or at any time following the occurrence of an Event of Default which is continuing.

## **15.2 Ratification**

Each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney in accordance with Clause 15.1.

## **16. PROTECTION FOR THIRD PARTIES**

### **16.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Supplemental Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

### **16.2 Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver.

## **17. COSTS AND EXPENSES**

### **17.1 Enforcement Expenses**

Each Chargor shall, within three Business Days of demand, pay to each of the Security Agent, any Receiver and each other Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this Supplemental Debenture and any proceedings instituted by or against the Security Agent and any Secured Party as a consequence of taking or holding the Security created under this Supplemental Debenture or enforcing these rights.

## **18. REINSTATEMENT AND RELEASE**

### **18.1 Amounts Avoided**

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this Supplemental Debenture that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

### **18.2 Discharge Conditional**

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Supplemental Debenture) that Secured Party shall be entitled to recover from that Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

### **18.3 Covenant To Release**

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Chargor, the Security Agent and each Secured Party shall, at the request and cost of each Chargor, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the Charged Property from the Security constituted by this Supplemental Debenture.

## **19. CURRENCY CLAUSES**

### **19.1 Conversion**

All monies received or held by the Security Agent or any Receiver under this Supplemental Debenture may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

### **19.2 No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the relevant Chargor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Chargor and shall be entitled to enforce the Security constituted by this Supplemental Debenture to recover the amount of the shortfall.



## **20. SET-OFF**

### **20.1 Set-off rights**

The Security Agent may set off any matured obligation due from a Chargor under the Loan Documents (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

### **20.2 Unliquidated Claims**

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent to any Chargor, the relevant obligation or liability is unliquidated or unascertained, the Security Agent may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

### **20.3 No Set-off**

The Chargor will pay all amounts payable under this Supplemental Debenture without any set-off, counterclaim or deduction whatsoever unless required by law, in which event the Chargor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made.

## **21. RULING OFF**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Credit Agreement) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations, provided that if the amount of such payments are, in aggregate, sufficient to discharge the Secured Obligations in full, the Security Agent shall apply such payments in repayment of the Secured Obligations in accordance with the terms of the Credit Agreement.

## **22. REDEMPTION OF PRIOR CHARGES**

The Security Agent may, at any time upon the occurrence and during the continuation of an Event of Default, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

## **23. NOTICES**

Section 11.02 (*Notices; Effectiveness; Electronic Communications*) of the Credit Agreement shall apply to this Supplemental Debenture *mutatis mutandis* as if set out in full herein, save that reference to “this Agreement” shall be a reference to this “Supplemental Debenture”.

## **24. CHANGES TO PARTIES**

### **24.1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Supplemental Debenture in accordance with the Loan Documents.

### **24.2 Changes to Parties**

Each Chargor authorises and agrees to changes to parties under Section 11.06 (*Successors and Assigns*) of the Credit Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

### **24.3 New Subsidiaries**

Each of the Chargors will procure that any new Subsidiary of it which is required to do so by the terms of the Credit Agreement executes a Security Accession Deed.

### **24.4 Consent of Chargors**

- (a) Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 24.3 above.
- (b) Each Chargor confirms that the execution of any Security Accession Deed by a new Subsidiary will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), the Supplemental Debenture and that this Supplemental Debenture shall remain in full force and effect as supplemented by any such Security Accession Deed.
- (c) Each Chargor further confirms that the execution of any other supplemental security document by a Chargor will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), the Supplemental Debenture and that the Supplemental Debenture shall remain in full force and effect as supplemented by any such supplemental security document.

## **25. MISCELLANEOUS**

### **25.1 Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount payable under this Supplemental Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

## **25.2 Counterparts**

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

## **25.3 Invalidity of any Provision**

If any provision of this Supplemental Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

## **25.4 Failure to Execute**

Failure by one or more Parties ("**Non-Signatories**") to execute this Supplemental Debenture on the date hereof will not invalidate the provisions of this Supplemental Debenture as between the other Parties who do execute this Supplemental Debenture. Such Non-Signatories may execute this Supplemental Debenture on a subsequent date and will thereupon become bound by its provisions.

## **26. GOVERNING LAW AND JURISDICTION**

- (a) This Supplemental Debenture and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Supplemental Debenture) (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Supplemental Debenture shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

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

## **SCHEDULE 1**

### **THE CHARGORS**

<b>Name of Chargor</b>	<b>Registered Number</b>	<b>Registered Address</b>
Cennox Holdings Limited	09301782	Units 11 & 12 Admiralty Way, Camberley, Surrey, GU15 3DT
Cennox Group Limited	06327804	Units 11 & 12 Admiralty Way, Camberley, Surrey, GU15 3DT
Cennox Lockpoint Limited	02443236	Units 11 & 12 Admiralty Way, Camberley, Surrey, GU15 3DT
Cennox Limited	05148523	Units 11 & 12 Admiralty Way, Camberley, Surrey, GU15 3DT
Cennox Acketts Limited	02722832	Units 11 & 12 Admiralty Way, Camberley, Surrey, GU15 3DT
Cennox Signage and Construction Limited	03195250	Units 11 & 12 Admiralty Way, Camberley, Surrey, GU15 3DT

## **SCHEDULE 2**

### **MATERIAL PROPERTIES**

#### **Registered Land**

<b>Chargor</b>	<b>County and District (or London Borough)</b>	<b>Address or description</b>	<b>Freehold or Leasehold</b>	<b>Title No.</b>
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*None as at the date of this Deed.*

#### **Unregistered Land**

<b>Chargor</b>	<b>County and District (or London Borough)</b>	<b>Address or description</b>	<b>Freehold or Leasehold</b>
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*None as at the date of this Deed.*

### SCHEDULE 3

#### SHARES AND INVESTMENTS

##### Shares

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
Cennox Holdings Limited	Cennox Group Limited	100,000 ordinary shares of £1.00 each
Cennox Group Limited	Cennox ATM Parts Ltd	40 ordinary shares £1.00 each
	Cennox Limited	79,678 ordinary shares of £1.00 each
		48,830 A ordinary shares of £1.00 each.
	Cennox Lockpoint Limited	619,629 ordinary shares of £0.01 each
		189,157 A ordinary shares of £0.01 each
	Cennox Signage and Construction Limited	90,008 ordinary shares of £1.00 each
	Cennox Acketts Limited	1,000 ordinary shares of £1.00 each
	Cennox Diebold Limited	10,000 ordinary shares of £1.00 each.
Cennox Lockpoint Limited	Lockpoint Limited	2 ordinary shares £1.00 each.
Cennox Limited	Technical Refurbishment Limited	80 ordinary shares of £1.00 each
	Bradfords Signs Limited	1000 ordinary shares of £1.00 each.

**Investments****Name of Chargor which  
holds the investments****Name of issuer****Number and description of  
investments***None as at the Date of this  
Deed*

## **SCHEDULE 4**

### **INTELLECTUAL PROPERTY**

#### **Part 1 Patent and Patent Applications**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Description</b>	<b>Patent No. / Application No.</b>	<b>Date of Registration/ Application</b>
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*None as at the  
date of this  
Deed.*

#### **Part 2 Trade Marks and Trade Mark Applications**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No./ Application No.</b>	<b>Date of Registration/ Application</b>
----------------------------	------------------	------------------------	------------------	--	--

*None as at  
the date of  
this Deed.*

#### **Part 3 Registered Designs and Applications for Registered Designs**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Design</b>	<b>Patent No. / Application No.</b>	<b>Date of Registration/ Application</b>
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*None as at the  
date of this  
Deed.*

#### **Part 4 Copyright Works and Unregistered Designs**



<b>Name of Chargor</b>	<b>Description</b>	<b>Date of Creation</b>	<b>Author</b>
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*None as at the date of  
this Deed.*

**Part 5**  
**Other Intellectual Property of the Chargor**

*None as at the date of this Deed.*

**Part 6**  
**Intellectual Property Licences**

<b>Name of Chargor</b>	<b>Description of Intellectual Property Licences</b>	<b>Licensor</b>	<b>Date of Licence</b>	<b>Duration of Licence</b>
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*None as at the  
date of this  
Deed.*

**SCHEDULE 5**

**EQUIPMENT**

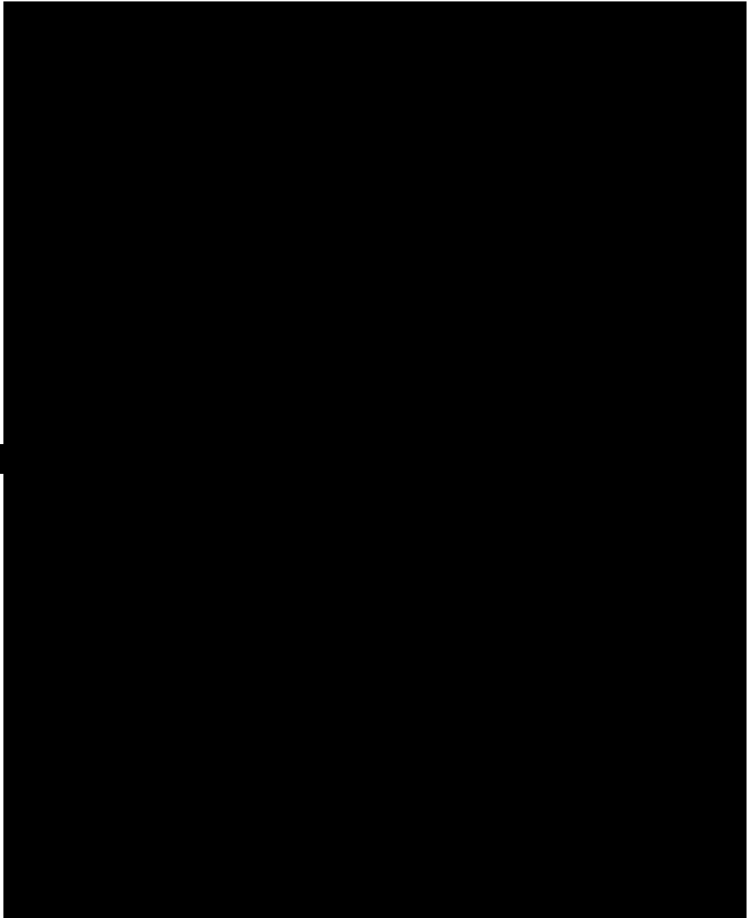
**Name of Chargor**

**Description of Equipment**

*None as at the date of this Deed.*

**SCHEDULE 6**

**BANK ACCOUNTS**

Name of Chargor		Name and address of institution at which account is held	Account Number	Sort Code
Cennox Limited	Holdings			
Cennox Limited	Group			
Cennox Limited	Lockpoint			
Cennox Limited				
Cennox Limited	Acketts			
Cennox Limited	Signage and Construction			

## SCHEDULE 7

### INSURANCE POLICIES

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
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Cennox Holdings Limited			
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Cennox Group Limited			
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Cennox Lockpoint Limited			
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Cennox Limited			
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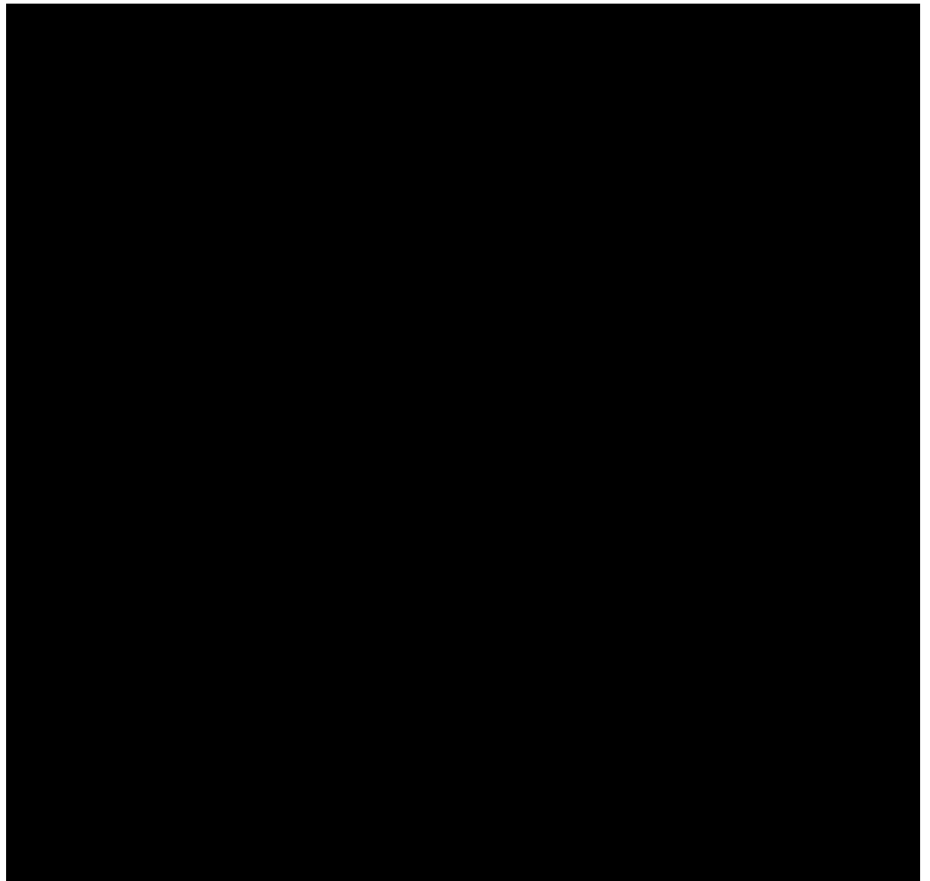
Cennox Acketts Limited			
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Cennox Signage and Construction Limited			
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Cennox Limited

Cennox      Acketts  
Limited

Cennox Signage and  
Construction  
Limited



## SCHEDULE 8

### FORMS OF NOTICES

#### Part 1

#### Form of Counterparty Notice

To: [insert name and address of counterparty]

Dated: [●]

Dear Sirs

**Re:** [here identify the relevant Assigned Agreement] (the "Agreement")

We notify you that, [insert name of Chargor] (the "**Chargor**") has [charged in favour of]/[assigned to] [insert name of Security Agent] (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a supplemental debenture dated [●].

We further notify you that:

1. the Chargor may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice and non-contractual obligations arising under or in connection with it are governed by English law.

Yours faithfully

.....

for and on behalf of  
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....

for and on behalf of  
[insert name of Counterparty]

Dated:

**Part 2**  
**Form of Insurance Notice**

To: [insert name and address of insurance company]

Dated: [●]

Dear Sirs

**Re: [here identify the relevant insurance policy(ies)] (the "Policies")**

We notify you that, [insert name of Chargor] (the "**Chargor**") has assigned to [insert name of Security Agent] (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Policies as security for certain obligations owed by the Chargor to the Secured Parties by way of a supplemental debenture dated [●].

We further notify you that:

1. the Chargor may not agree to amend or terminate the Policies without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you [will note/have noted] the Security Agent's interest as first chargee on each of the Policies;
- (c) [after receipt of written notice in accordance with paragraph 2 above], you will pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice;



- (e) you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice and non-contractual obligations arising under or in connection with it are governed by English law.

Yours faithfully

.....

for and on behalf of  
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....

for and on behalf of  
[insert name of insurance company]

Dated: [●]

**Part 3**  
**Form of Account Notice**

To: [insert name and address of Account Bank] (the "**Account Bank**")

Dated: [●]

Dear Sirs

**Re: The [●] Group of Companies - Security over Bank Accounts**

We notify you that [insert name of Chargor] (the "**Chargor**") and certain other companies identified in the schedule to this notice (together the "**Customers**") charged to [insert name of Security Agent] (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts by way of a supplemental debenture dated [●].

1. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
  - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
  - (a) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts until such time as the Security Agent shall notify you (with a copy to the Chargor) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
  - (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice and non-contractual obligations arising under or in connection with it are governed by English law.

#### **Schedule**

<b>Customer</b>	<b>Account Number</b>	<b>Sort Code</b>
[•]	[•]	[•]

Yours faithfully,

.....  
for and on behalf of  
[*Insert name of Chargor*]  
as agent for and on behalf of  
all of the Customers

Counter-signed by

.....  
for and on behalf of  
[*Insert name of Security Agent*]

[*On acknowledgement copy*]

To: [ *Insert name and address of Security Agent* ]

Copy to: [ *Insert name of Chargor* ] (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....  
for and on behalf of  
[*Insert name of Account Bank*]

Dated: [●]

## SCHEDULE 9

### FORM OF SECURITY ACCESSION DEED

**THIS SECURITY ACCESSION DEED** is made on [●]

**BETWEEN:**

- (1) [[●] **Limited**, a company incorporated [in England and Wales] with registered number [●] (the "**Parent**");]
- (2) [●] **Limited**, a company incorporated in England and Wales with registered number [●] (the "**New Chargor**"); and
- (3) [●] as security trustee for itself and the other Secured Parties (the "**Security Agent**").

**RECITAL:**

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

**NOW THIS DEED WITNESSES** as follows:

1. **INTERPRETATION**

1.1 **Definitions**

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

1.2 **Construction**

Clauses 1.2 (*Construction*) to 1.6 (*Miscellaneous*) of the Supplemental Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Supplemental Debenture" and other similar expressions were references to this deed.

2. **ACCESSION OF NEW CHARGOR**

2.1 **Accession**

The New Chargor agrees to be a Chargor for the purposes of the Supplemental Debenture with immediate effect and agrees to be bound by all of the terms of the Supplemental Debenture as if it had originally been a party to it as a Chargor.

2.2 **Covenant to pay**

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

### 2.3 Specific Security

- (a) The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:
  - (i) by way of first legal mortgage all Material Property now belonging to or vested in it (including any property specified in Schedule 2 (*Material Properties*)); and
  - (ii) by way of fixed charge:
    - (A) all other interests (not charged under Clause 2.3(a)) in any Property and the benefit of all other agreements relating to land;
    - (B) all of its rights, title and interest in the Intellectual Property;
    - (C) all of its rights, title and interest in the Equipment;
    - (D) all the Investments, Shares and all corresponding Related Rights;
    - (E) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
    - (F) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
    - (G) all monies standing to the credit of the Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts;
    - (H) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
    - (I) its goodwill and uncalled capital; and
    - (J) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies and the Assigned Agreements.

### 2.4 Security Assignment

As further security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Insurance Policies; and
- (b) the Assigned Agreements,

- 2.5 (subject in each case to reassignment by the Security Agent to the new Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations).

**2.6 Floating charge**

- (a) As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

**3. NEGATIVE PLEDGE**

The New Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this deed (other than in respect of assets charged under Clause 2.6(a) (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property under this deed,

except as permitted by the Credit Agreement or with the prior consent of the Security Agent.

**4. CONSTRUCTION OF SUPPLEMENTAL DEBENTURE**

- (a) The Supplemental Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Supplemental Debenture and this deed shall be read together as one instrument on the basis that references in the Supplemental Debenture to "this deed" or "this Supplemental Debenture" and other similar expressions will be deemed to be references to the Supplemental Debenture as supplemented by this deed.

**5. DESIGNATION AS A LOAN DOCUMENT**

This deed is designated as a Loan Document.

**6. FAILURE TO EXECUTE**

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who

do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

**7. NOTICES**

The New Chargor confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Supplemental Debenture are as follows:

Address: [●]

Facsimile: [●]

Attention: [●]

**8. GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

**IN WITNESS** whereof this deed has been duly executed on the date first above written.



## **SIGNATORIES TO DEED OF ACCESSION**

### **THE NEW CHARGOR**

**EXECUTED as a DEED** by

*[Name of New Chargor]* acting by:

[•] as Director: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

#### **Notice Details**

Address: [•]

Facsimile: [•]

Attention: [•]

### **[THE PARENT**

**EXECUTED as a DEED** by

*[Name of Parent]* acting by:

[•] as Director: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

#### **Notice Details**

Address: [•]

Facsimile: [•]

Attention: [•]

**THE SECURITY AGENT**

**EXECUTED as a DEED** by

[*Name of Security Agent*] acting by:

[•]as Authorised Signatory: \_\_\_\_\_

**Notice Details**

Address: [•]

Facsimile: [•]

Attention: [•]

Email: [•]

## **SCHEDULES TO DEED OF ACCESSION**

### **SCHEDULE 1**

#### **PROPERTIES**

**[•]**

### **SCHEDULE 2**

#### **SHARES AND INVESTMENTS**

**[•]**

### **SCHEDULE 3**

#### **INTELLECTUAL PROPERTY**

**[•]**

### **SCHEDULE 4**

#### **EQUIPMENT**

**[•]**

### **SCHEDULE 5**

#### **BANK ACCOUNTS**

**[•]**

### **SCHEDULE 6**

#### **INSURANCE POLICIES**

**[•]**

## **SIGNATORIES TO SUPPLEMENTAL DEBENTURE**

### **THE CHARGORS**

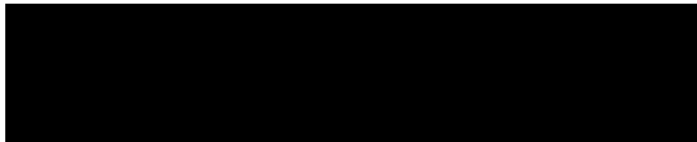
**EXECUTED as a DEED by**  
**CENNOX HOLDINGS LIMITED** acting by:

Director:



Roy Dodd

Name:



Clive Nation

Director:

Name:

### **Notice Details**

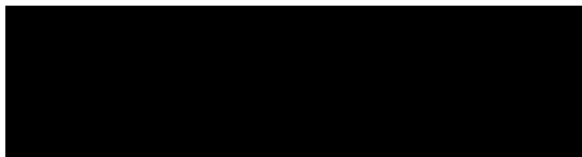
Address: Units 11 & 12, Admiralty Way, Camberley, Surrey, GU15 3DT

Facsimile:

Attention: Roy Dodd

**EXECUTED as a DEED by**  
**CENNOX GROUP LIMITED** acting by:

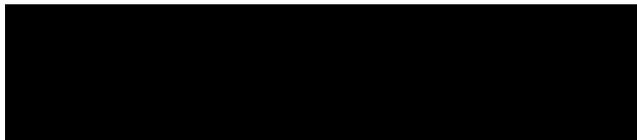
Director:



Roy Dodd

Name:

Director:



Clive Nation

Name:

### **Notice Details**

Address: Units 11 & 12, Admiralty Way, Camberley, Surrey, GU15 3DT

Facsimile:

Attention: Roy Dodd

*[Signature page to the Debenture]*

**EXECUTED as a DEED by  
CENNOX LOCKPOINT LIMITED** acting by:

Director:

Name:

Roy Dodd

Director:

Name:

Clive Nation

**Notice Details**

Address: Units 11 & 12, Admiralty Way, Camberley, Surrey, GU15 3DT

Facsimile:

Attention: Roy Dodd

**EXECUTED as a DEED by  
CENNOX LIMITED** acting by:

Director:

Name:

Roy Dodd

Director:

Name:

Clive Nation

**Notice Details**

Address: Units 11 & 12, Admiralty Way, Camberley, Surrey, GU15 3DT

Facsimile:

Attention: Roy Dodd

*[Signature page to the Debenture]*

**EXECUTED as a DEED by**  
**CENNOX ACKETTS LIMITED** acting by:

Director:



Name:

Roy Dodd

Director:



Name:

Clive Nation

**Notice Details**

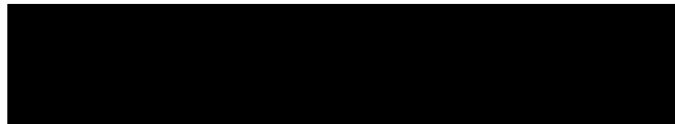
Address: Units 11 & 12, Admiralty Way, Camberley, Surrey, GU15 3DT

Facsimile:

Attention: Roy Dodd

**EXECUTED as a DEED by**  
**CENNOX SIGNAGE AND CONSTRUCTION LIMITED** acting by:

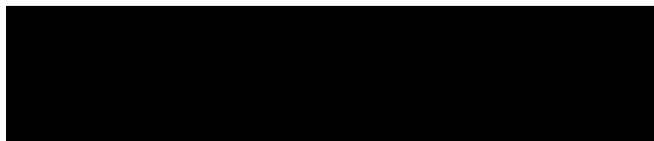
Director:



Name:

Roy Dodd

Director:



Name:

Clive Nation

**Notice Details**

Address: Units 11 & 12, Admiralty Way, Camberley, Surrey, GU15 3DT

Facsimile:

Attention: Roy Dodd

*[Signature page to the Debenture]*

**THE SECURITY AGENT**

**EXECUTED by**  
**WHITEHORSE CAPITAL MANAGEMENT, LLC** acting by:

 as Authorised Signatory  
Name: Richard Siegel

**Notice Details**

1271 Avenue of the Americas  
22nd Floor  
New York, NY 10020  
Attn: Matthew Burke; Jim Wolf  
Email: 