



Registration of a Charge

Company Name: **SOLIFI GROUP (UK) LIMITED**

Company Number: **02869895**



Received for filing in Electronic Format on the: **09/11/2021**

XAGVP4XU

Details of Charge

Date of creation: **05/11/2021**

Charge code: **0286 9895 0006**

Persons entitled: **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **JP027522 SOLICITOR, JONES DAY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2869895

Charge code: 0286 9895 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2021 and created by SOLIFI GROUP (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2021 .

Given at Companies House, Cardiff on 10th November 2021

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



Companies House



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

Execution version

Dated 5 November 2021

SOLIFI Group (UK) Limited

and

Goldman Sachs Speciality Lending Group, L.P.

SHARE AND CONTRACT RIGHTS SECURITY AGREEMENT

Security Interests (Jersey) Law 2012

Ogier

BLAW-43684587-7

CONTENTS

1	Definitions and interpretation.....	1
2	Covenant to pay	4
3	Creation and perfection of security interest	4
4	Registration of security interest.....	5
5	Release of security interest	5
6	Authority	5
7	Income	6
8	Enforcement by the Collateral Agent.....	7
9	Power of attorney	8
10	Security continuing and independent	9
11	Delegation.....	9
12	Cumulative Powers	9
13	Illegality	10
14	Certificate of Collateral Agent	10
15	Amendment and waiver.....	10
16	Assignment.....	10
17	Notices	10
18	Counterparts.....	11
19	Governing law and jurisdiction	12
	Schedule 1.....	13
	Schedule 2.....	14
	Schedule 3.....	18

This agreement is made on 5 November 2021

BETWEEN:

- 1 **SOLIFI Group (UK) Limited**, a company incorporated under the laws of England and Wales with registered number 02869895 and having its registered office at 8 Devonshire House, Aviary Court, Basingstoke, Hampshire, RG24 8PE (the **Grantor**); and
- 2 **Goldman Sachs Speciality Lending Group, L.P.**, as collateral agent for the Secured Parties as defined below (the **Collateral Agent**).

RECITALS:

- A The US Borrower and the Collateral Agent have entered into the Credit Agreement.
- B It is a condition of the Credit Agreement that the Grantor enters into this agreement for the purposes of creating a security interest under the Law over, amongst other things, the entire issued share capital of the Company and certain contract rights of the Grantor.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this agreement, words and expressions shall, except where the context otherwise requires, have the meanings given to them in the Credit Agreement.
- 1.2 In this agreement, the following words and expressions shall, except where the context otherwise requires, have the following meanings:

Additional Securities means any shares of the Company issued to, transferred to or otherwise acquired by the Grantor, after the date hereof (including, without limitation, the Related Rights).

Collateral means the Contract Rights, the Securities and the Proceeds.

Company means WC Topco Limited, a company incorporated under the laws of Jersey with registered number 122084 and having its registered office at 26 New Street, St. Helier, JE2 3RA, Jersey.

Contracts means any loan agreement and/or intercompany debt arrangements entered into between the Grantor in its capacity as the lender and the Company in its capacity as the borrower whether entered into before or after the date of this agreement.

Contract Rights means all rights, title and interest, present and future, of the Grantor in or pursuant to each Contract.

Credit Agreement means the credit agreement dated 8 October 2019, as amended by that certain First Amendment and Limited Waiver to Credit Agreement, dated as of 16 February 2021 and as amended by the Second Amendment and Limited Waiver to Credit Agreement dated 1 June 2021, between, amongst others, the Collateral Agent and the US Borrower.

Encumbrance means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, security interest, trust arrangement or any other agreement or arrangement which has the effect of creating security.

Events of Default means **Event of Default** as defined in the Credit Agreement.

Law means the Security Interests (Jersey) Law 2012.

Obligations means the "Obligations" as defined in the Credit Agreement.

Original Securities means the shares specified in Schedule 1 (including, without limitation, the Related Rights).

Proceeds means any proceeds (as defined in the Law) derived directly or indirectly from a dealing with the Contract Rights or Securities or from a dealing with the proceeds of the Contract Rights or Securities.

Related Rights means all rights of the Grantor relating to the Securities including, without limitation, any rights to receive additional securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, distribution, income or otherwise).

Securities means the Original Securities and any Additional Securities.

Security Period means the period commencing on the date hereof and ending once all the Obligations have been irrevocably paid, performed and/or discharged in full and none of the Collateral Agent nor any other Secured Party has any actual or contingent liability to advance further monies to or incur any liability on behalf of the Grantor or any other Credit Party under the Credit Documents.

US Borrower means IDS Group, Inc., a Delaware corporation.

- 1.3 If the Collateral Agent considers that any amount paid, performed or discharged in respect of the Obligations is capable of being avoided or otherwise set aside on the insolvency or bankruptcy of the Grantor (or any other person) or otherwise, then that amount shall not be considered to have been irrevocably paid, performed or discharged for the purposes of this agreement.
- 1.4 In the interpretation of this agreement, the following provisions apply save where the context requires otherwise:
- (a) for the purposes of the Law, the Collateral Agent shall be the **secured party**, the Grantor shall be the **grantor**, the Collateral (including, without limitation, any after-acquired property) shall be the **collateral**, the Events of Default shall be the **events of default** and this agreement shall be the **security agreement**;
 - (b) **advances, control, further advances, investment security and proceeds** shall

- (c) references to **constitutional documents** of an entity shall include, without limitation, the certificate(s) of incorporation or establishment and the memorandum and articles of association;
- (d) any reference to 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 of any regulatory, self-regulatory or other authority or organisation;
- (e) where references are made to the Collateral Agent holding title to or having possession or control of the Collateral or any part thereof, such references shall include any person holding title to or having possession or control of the Collateral or any part thereof for or on behalf of the Collateral Agent, whether as trustee or in some other capacity;
- (f) references to the Collateral Agent include its successors, assignees and transferees. References to the Grantor include successors, permitted assignees and permitted transferees, if any;
- (g) words and expressions not otherwise defined in this agreement shall be construed in accordance with the Law;
- (h) except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting a gender include every gender and references to persons include bodies corporate and unincorporate;
- (i) references to recitals, clauses and Schedules are, unless the context otherwise requires, references to recitals and clauses hereof and Schedules hereto and references to sub-clauses are, unless otherwise stated, references to the sub-clause of the clause in which the reference appears;
- (j) the recitals and the Schedules form part of this agreement and shall have the same force and effect as if they were expressly set out in the body of this agreement and any reference to this agreement shall include the recitals and the Schedules;
- (k) any reference to this agreement or to any agreement or document referred to in this agreement shall be construed as a reference to such agreement or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time;
- (l) any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as the same may have been or may be amended, modified, extended, consolidated, re-enacted or replaced from time to time;
- (m) clause headings and the index are inserted for convenience only and shall not affect the construction of this agreement; and
- (n) an Event of Default is "**continuing**" if it has not been remedied or waived.

2 Covenant to pay

The Grantor covenants with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Obligations on their due date (whether at the stated maturity, by acceleration or otherwise) in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Collateral Agent).

3 Creation and perfection of security interest

3.1 As a continuing security for the payment, performance and discharge of the Obligations, so that the Collateral Agent shall have a security interest in the Collateral pursuant to the Law, the Grantor hereby grants a security interest in the Collateral to the Collateral Agent and agrees that the Collateral Agent shall have control (as defined in the Law) of the Securities.

3.2 The Grantor hereby undertakes to the Collateral Agent that:

- (a) as soon as reasonably practicable from the date of this agreement, it shall deliver to the Collateral Agent or to its order, certificates of title in respect of the Original Securities, together with an undated and signed duly completed stock transfer form (or, in each case, procure such delivery);
- (b) as soon as reasonably practicable following written request from the Collateral Agent following the occurrence of an Event of Default which is continuing:
 - (i) it shall assign, transfer and/or otherwise make over to the Collateral Agent title to the Securities; and
 - (ii) it shall execute and deliver to the Company a notice materially in the form set out in Schedule 2 in respect of the Securities and shall procure that the Company executes and delivers to the Collateral Agent an acknowledgement materially in the form set out in Schedule 2; and
- (c) as soon as reasonably practicable from the date of this agreement, it shall execute and deliver to Company a notice materially in the form set out in Schedule 3 dated the same date as this agreement and shall procure that Company executes and delivers to the Collateral Agent an acknowledgement materially in the form set out in Schedule 3 dated the same date as this agreement.

3.3 The Grantor covenants and undertakes to the Collateral Agent so that the same shall be continuing covenants and undertakings throughout the Security Period, that if Additional Securities are issued to, transferred to or otherwise acquired by the Grantor, it shall as soon as reasonably practicable upon request by the Collateral Agent deliver to the Collateral Agent, or to its order, certificates of title in respect of such Additional Securities, together (if necessary) with an undated and signed duly completed stock transfer form (or, in each case, procure such delivery).

3.4 The Grantor acknowledges that value has been given in respect of this agreement.

- 3.5 It is acknowledged and agreed by the parties that the parties have not entered into (i) any agreement referred to in Article 18(1) of the Law which defers or delays any attachment of the security interest constituted by or pursuant to this agreement or (ii) any agreement to the contrary referred to in Article 19(2) of the Law.

4 Registration of security interest

- 4.1 The Collateral Agent may in its sole discretion (but shall not be obliged to) at any time:
- (a) register the security interest created by this agreement under the Law by registration of a financing statement for any period determined by the Collateral Agent; and
 - (b) register a financing change statement under the Law in respect of any change to the details in the financing statement (including, without limitation, any amendment, renewal or discharge of the financing statement) for any period determined by the Collateral Agent.
- 4.2 The Grantor shall, as soon as reasonably practicable following written request from the Collateral Agent, deliver to the Collateral Agent such information and/or copy documents as the Collateral Agent may reasonably require for the purposes of the registration contemplated by this clause.
- 4.3 The Grantor hereby consents to the registration contemplated by this clause and waives its right to receive a copy of any verification statement in respect of such registration.

5 Release of security interest

Upon the expiry of the Security Period, the Collateral Agent shall immediately at the cost of the Grantor:

- (a) return to the Grantor the certificates of title to the Securities, together with such undated and signed duly completed stock transfer forms which have been delivered under this agreement, and/or assign, transfer or otherwise make over to the Grantor any title to the Securities held by the Collateral Agent;
- (b) enter into a security release agreement with the Grantor (in a reasonable form) providing for the security interest created by this agreement to be extinguished; and
- (c) register a financing change statement for the discharge of any financing statement registered in respect of the security interest created by this agreement.

6 Authority

- 6.1 Notwithstanding the provisions of clause 3, until the occurrence of an Event of Default which is continuing, the Grantor (or its agent) is hereby authorised by the Collateral Agent to give instructions and exercise all rights in respect of the Collateral in relation to the Contract Rights and to exercise any voting rights in respect of the Securities and, where title to the Securities has been assigned, transferred or otherwise made over to the Collateral Agent, the Collateral Agent shall, at the request of the Grantor, execute such forms of proxy as are

reasonably required to allow the Grantor to exercise such rights) provided that the Grantor shall not, save with the prior written consent of the Collateral Agent take or permit any action pursuant to such authorisation that jeopardises, impairs or prejudices the rights or interests of the Collateral Agent under this agreement or any security created hereunder.

6.2 At any time following the occurrence of an Event of Default which is continuing:

- (a) the Collateral Agent shall be entitled to exercise any voting rights, give instructions and exercise any other rights in respect of the Collateral (or direct the Grantor to do so);
- (b) the Grantor shall not be authorised to, and shall not, give instructions or exercise any rights in respect of the Collateral; and
- (c) where the assignment, transfer or making over of title to the Securities has not been effected pursuant to clause 3.2(b), the Grantor shall forthwith exercise all voting or other rights in respect thereof in such manner as the Collateral Agent shall direct from time to time and, in the absence of such directions, only with the object of enhancing or preserving the Collateral and its value.

6.3 The Collateral Agent may, in such manner as it shall determine, exercise, or cause to be exercised, or refrain from exercising, any voting or other rights which it may have pursuant to this clause 6 and it shall not be liable for any such exercise or failure to exercise such rights.

6.4 For the purposes of Article 24 of the Law, except as expressly provided in this agreement, the Collateral Agent does not authorise the Grantor or any other person to deal with the Collateral and any such dealing is prohibited.

7 Income

7.1 Prior to the occurrence of an Event of Default which is continuing:

- (a) all dividends or other income or distributions arising in respect of the Collateral (in this clause, **income**) shall be receivable by the Grantor, which may retain such income for its own benefit, and such income shall be released from the security created hereunder; and
- (b) the Collateral Agent shall, to the extent that income is received by it, account to the Grantor for such income after deducting its costs and expenses for doing so.

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

- (a) all income shall be receivable by the Collateral Agent, which shall apply the same against the Obligations; and
- (b) the Grantor shall, to the extent that income is received by it, account to the Collateral Agent for such income and, pending delivery, shall hold such income on trust for the Collateral Agent.

8 Enforcement by the Collateral Agent

8.1 The power of enforcement in respect of the security interest created by this agreement shall become exercisable when:

- (a) an Event of Default has occurred and is continuing; and
- (b) the Collateral Agent has served on the Grantor written notice specifying the Event of Default.

8.2 The Collateral Agent may exercise the power of enforcement in respect of the security interest created by this agreement by doing any one or more of the following (to the extent that they are not in conflict) in relation to the Collateral:

- (a) appropriating the Collateral;
- (b) selling the Collateral;
- (c) taking any of the following ancillary actions:
 - (i) taking control or possession of the Collateral;
 - (ii) exercising any rights of the Grantor in relation to the Collateral;
 - (iii) instructing any person who has an obligation in relation to the Collateral to carry out the obligation for the benefit of the Collateral Agent;
- (d) applying any other remedy that this agreement provides for as a remedy that is exercisable pursuant to the power of enforcement, to the extent that such remedy is not in conflict with the Law.

8.3 Subject to Part 7 of the Law and clause 11.1 of this agreement:

- (a) the power of enforcement may be exercised as determined by the Collateral Agent in its reasonable discretion;
- (b) the power of enforcement may be exercised by the Collateral Agent in respect of all or any part of the Collateral; and
- (c) the exercise or non-exercise of the power of enforcement by the Collateral Agent shall not constitute a waiver of any rights or remedies, and all rights and remedies of the Collateral Agent are reserved and may be exercised without notice.

8.4 Subject to Article 44(3) and (4) of the Law, not less than 14 days before appropriating or selling the Collateral, the Collateral Agent shall give written notice to the following persons (if any):

- (a) any person who, 21 days before the appropriation or sale, has a registered security interest in the Collateral; and

- (b) any person other than the Grantor who has an interest in the Collateral and has, not less than 21 days before the appropriation or sale, given the Collateral Agent notice of that interest,

and where no person is entitled to receive such notice, the Collateral Agent may appropriate or sell the Collateral immediately.

- 8.5 The Grantor acknowledges and agrees that no notice of appropriation or sale of the Collateral needs to be given by the Collateral Agent to the Grantor under Article 44 of the Law.
- 8.6 The Collateral Agent shall apply the proceeds of sale of the Collateral (or the value of any Collateral which has been appropriated) in the following order:
 - (a) in payment of the Collateral Agent's reasonable costs incurred in exercise of the power of enforcement;
 - (b) in or towards payment and discharge of the Obligations; and
 - (c) in payment of the amount of any resulting surplus to the Grantor (or any other person entitled to receive it under Article 49 of the Law) or into the Royal Court of Jersey.
- 8.7 Within 14 days after any appropriation or sale of the Collateral by the Collateral Agent, the Collateral Agent shall give a written statement of account to the Grantor and any other person entitled to receive it under Article 48 of the Law.
- 8.8 Save with the prior written consent of the Collateral Agent, the Grantor shall not be entitled to reinstate this agreement (as defined in Article 54 of the Law) during the Security Period.
- 8.9 To the extent permitted by the laws of Jersey:
 - (a) the Security Agent shall have no duty to preserve or enhance the Collateral or its value; and
 - (b) the Security Agent shall have no liability for any loss arising out of (i) the exercise or non-exercise of the power of enforcement or any other rights under this agreement, or (ii) the taking of any other action in respect of the Collateral as is permitted by this agreement, whether before or after the power of enforcement becomes exercisable, unless such loss is caused by its fraud, gross negligence or wilful misconduct.

9 Power of attorney

The Grantor by way of security, on the date of this agreement, irrevocably and severally appoints the Collateral Agent and any person nominated for the purpose by the Collateral Agent as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after:

- (a) the occurrence of an Event of Default which is continuing; or

- (b) the Collateral Agent having given the Grantor 10 Business Days' notice of the Grantor's failure to comply with any provision of this agreement,

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 is expressly required to execute and do under the terms of this agreement, and which it has not done within a reasonable period of time or which may be required to enable the exercise of any rights or powers conferred on the Collateral Agent under this agreement or by law or otherwise for any of the purposes of this agreement, and the Grantor covenants with the Collateral Agent to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

10 Security continuing and independent

- 10.1 Subject to the provisions of any other Credit Document, and unless otherwise agreed between the Credit Parties, the security created pursuant to this agreement shall remain in full force and effect as a continuing security for the Obligations notwithstanding any intermediate payment, discharge, satisfaction or settlement of all or any part of the Obligations or any other act, matter or thing.
- 10.2 The security constituted by this agreement is to be cumulative, in addition to and independent of, and shall neither be merged into nor in any way exclude or prejudice or be affected by, any other security or other right which the Collateral Agent and/or any other Secured Party may now or after the date of this agreement hold for any of the Obligations and this security may be enforced against the Grantor without first having recourse to any other rights of the Collateral Agent or any other Secured Party.
- 10.3 The Grantor undertakes that it will not (and it will ensure that no other member of the Group will not) create or agree to create or permit to subsist any security on or over the whole or any part of its undertaking or assets, except for as permitted by the Credit Agreement.

11 Delegation

Without prejudice to the rights to and limitations or delegation by the Collateral Agent permitted under the Credit Agreement, following an Event of Default which is continuing and subject to the terms of the Credit Agreement, the Collateral 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 agreement to any person or persons upon such terms and conditions (including the power to sub delegate) as it may reasonably and in good faith think fit and the Collateral Agent may, subject to the terms of the Credit Agreement, pass confidential information to any such delegate. The Collateral Agent will not be liable or responsible to the Grantor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

12 Cumulative Powers

The powers which this agreement confers on the Collateral Agent and the other Secured Parties under this agreement 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 Collateral Agent and the other Secured Parties 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 Collateral Agent and the other Secured Parties will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

13 Illegality

If any provision of this agreement 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.

14 Certificate of Collateral Agent

A certificate or determination of the Collateral Agent as to any amount payable under this agreement will be conclusive and binding on the Grantor, except in the case of manifest error.

15 Amendment and waiver

No variation, amendment or waiver of this agreement shall be valid unless in writing and signed by or on behalf of the parties hereto.

16 Assignment

16.1 The Collateral Agent may at any time assign or otherwise transfer all or any part of its rights and obligations under this agreement in accordance with the Credit Documents.

16.2 None of the rights and obligations of the Grantor under this agreement shall be capable of being assigned or transferred.

17 Notices

17.1 Any communication to be made under or in connection with this agreement shall be made in writing and, unless otherwise stated, may be made by electronic communication or letter in accordance with this clause.

17.2 The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this agreement is:

(a) in the case of the Grantor:

- (i) Address: [REDACTED];
- (ii) Email address: [REDACTED];
- (iii) Attention: Eric Gibson; and

(b) in the case of the Collateral Agent:

- (i) Address: [REDACTED];
- (ii) Attention: FAO: Goldman Sachs Specialty Lending Group Legal Notices;

or any substitute address or email address or department or officer as the Grantor may notify to the Collateral Agent or the Collateral Agent may notify to the Grantor, by not less than five Business Days' notice.

- 17.3 Any communication made or delivered by one person to another under or in connection with this agreement will only be effective if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 17.2, if addressed to that department or officer.
- 17.4 Any communication to be made or delivered to the Collateral Agent will be effective only when actually received by the Collateral Agent and then only if it is expressly marked for the attention of the department or officer identified with the Collateral Agent's details above (or any substitute department or officer as the Collateral Agent shall specify for this purpose).
- 17.5 Any communication to be made between any two parties under or in connection with this agreement may be made by e-mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two parties:
- (a) notify each other in writing of their e-mail address and/or any other information required to enable the transmission of information by that means; and
 - (b) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- 17.6 Any such electronic communication as specified in clause 17.5 above to be made between the parties may only be made in that way to the extent that those two parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.
- 17.7 Any such electronic communication as specified in clause 17.5 above made between any two parties will be effective only when actually received (or made available) in readable form.
- 17.8 Any communication or electronic communication which becomes effective, in accordance with clause 17.3 or 17.7, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.
- 17.9 Any communication given under or in connection with this agreement must be in English.

18 Counterparts

This agreement 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 agreement.

19 Governing law and jurisdiction

- 19.1 This agreement shall be governed by and construed in accordance with the laws of Jersey and the parties hereby irrevocably agree for the exclusive benefit of the Collateral Agent that the courts of Jersey are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including any dispute relating to the existence, validity or termination of this agreement) and that accordingly any suit, action or proceeding arising out of or in connection with this agreement (in this clause referred to as **Proceedings**) may be brought in such court.
- 19.2 Nothing contained in this clause shall limit the right of the Collateral Agent to take Proceedings against the Grantor in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdiction preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.
- 19.3 The Grantor irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or hereafter to the taking of any Proceedings in any such court as referred to in this clause and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in any such court as is referred to in this clause shall be conclusive and binding upon the Grantor and may be enforced in the court of any other jurisdiction.

The parties have duly executed this agreement on the date set out at the beginning of this agreement.

SCHEDULE 1

The Original Securities

1. 26,954,325,240 preference shares of £0.001 in the capital of the Company;
 2. 579,359 ordinary A shares of £1.00 in the capital of the Company,
 3. 105,882 ordinary B shares of £1.00 in the capital of the Company;
 4. 36,207 ordinary C shares of £1.00 in the capital of the Company;
 5. 37,152 ordinary D shares of £1.00 in the capital of the Company,
- (together, being the entire issued share capital of the Company).

SCHEDULE 2

Notice and acknowledgement - title security

Notice

To: WC Topco Limited (the **Company**)
26 New Street
St. Helier
JE2 3RA
Jersey

From: SOLIFI Group (UK) Limited (the **Grantor**)
8 Devonshire House
Aviary Court
Basingstoke
Hampshire
United Kingdom
RG24 8PE

And: Goldman Sachs Speciality Lending Group, L.P. as collateral agent for the Secured Parties in the Security Interest Agreement (as defined below) (the **Collateral Agent**)
2001 Ross Avenue
Dallas

FAO: Goldman Sachs Specialty Lending Group Legal Notices

Date:

We hereby give you notice that, pursuant to a security interest agreement dated [date] made between the Grantor and the Collateral Agent (the **Security Interest Agreement**), the Grantor has granted to the Collateral Agent a security interest in respect of, among other things, [number] [class] shares [of [value] each] in the Company (being the entire issued share capital of the Company) currently registered in the name of the Grantor (including, without limitation, all rights of the Grantor relating to such securities) (the **Securities**). Under the Security Interest Agreement, the Grantor has also agreed to assign, transfer and/or otherwise make over to the Collateral Agent title to the Securities.

We enclose the originals of (i) a dated and signed duly completed stock transfer form in respect of the transfer of title to the Securities to the Collateral Agent and (ii) certificates of title in respect of the Securities.

We hereby instruct you to:

- 1 enter the name of the Collateral Agent in the register of members of the Company as the holder of the Securities; and
- 2 issue a certificate of title to reflect such entry and deliver the same to the Collateral Agent at the address set out below.

This notice may not be varied or revoked without the Collateral Agent 's prior written consent.

This notice may be executed in any number of counterparts and by each party on a separate counterpart each of which counterparts when so executed and delivered shall be an original but all such counterparts shall together constitute one and the same instrument.

Please sign and forward to the Collateral Agent the above address the enclosed form of acknowledgement (for the attention of Goldman Sachs Specialty Lending Group Legal Notices).

This notice shall be governed by and construed in accordance with the laws of Jersey.

Signed for and on behalf of SOLIFI Group (UK) Limited

Signature

Print name

Title

**Signed for and on behalf of Goldman Sachs Speciality Lending Group, L.P.
as Collateral Agent**

Signature

Print name

Title

Acknowledgement

To: SOLIFI Group (UK) Limited (the **Grantor**)
8 Devonshire House
Aviary Court
Basingstoke
Hampshire
United Kingdom
RG24 8PE

And: Goldman Sachs Speciality Lending Group, L.P. as collateral agent for the Secured Parties in the Security Interest Agreement (as defined below) (the **Collateral Agent**)
2001 Ross Avenue
Dallas

FAO: Goldman Sachs Specialty Lending Group Legal Notices

From: WC Topco Limited (the **Company**)
26 New Street
St. Helier
JE2 3RA
Jersey

Date:

We hereby acknowledge receipt of a notice dated [date] (the **Notice**) from the Grantor and the Collateral Agent relating to the creation of a security interest in respect of the Securities. Terms defined in the Notice shall have the same meaning where used herein.

We confirm that:

- 3 we have not, as at the date hereof, received notice of any other security interest or encumbrance over any of the Securities and we hereby undertake to notify the Collateral Agent of any such notice received in the future;
- 4 for such time as such security interest continues, the Collateral Agent acts as secured party only and will not, save as required by law, be held liable by, or under any obligation to, the Company in respect of the Securities;
- 5 the names of the persons identified as the transferees of the Securities in the Notice have been entered in the register of members as the holders of the Securities and we enclose originals of the certificate of title reflecting such holding; and
- 6 for the purpose of the giving of notice to us, without prejudice to any other form of notice, we agree that an email sent to egibson@solifi.com shall be sufficient notice.

This acknowledgement shall be governed by and construed in accordance with the laws of Jersey.

Signed for and on behalf of WC Topco Limited

Signature

Print name

Title

SCHEDULE 3

Notice and acknowledgement – contract rights

Notice

To: WC Topco Limited (the **Company**)
26 New Street
St. Helier
JE2 3RA
Jersey

From: SOLIFI Group (UK) Limited (the **Grantor**)
8 Devonshire House
Aviary Court
Basingstoke
Hampshire
United Kingdom
RG24 8PE

And: Goldman Sachs Speciality Lending Group, L.P. as collateral agent for the Secured Parties in the Security Interest Agreement (as defined below) (the **Collateral Agent**)
2001 Ross Avenue
Dallas

FAO: Goldman Sachs Specialty Lending Group Legal Notices

Date:

- 1 We hereby give you notice that, pursuant to a security interest agreement dated on the date hereof made between the Grantor and the Collateral Agent (the **Security Interest Agreement**), the Grantor has granted to the Collateral Agent a security interest in, among other things, all rights, title and interest, present and future, of the Grantor in or pursuant to any loan agreement and/or intercompany debt arrangements (the **Contract**) entered into between the Grantor in its capacity as the lender and Company in its capacity as the borrower whether entered into before or after the date of the Security Interest Agreement (together, the **Collateral**).
- 2 Please confirm your agreement that the Collateral has been secured in favour of the Collateral Agent.
- 3 We irrevocably and unconditionally authorise and instruct you (notwithstanding any previous instructions of any kind which the Grantor may have given to you):

- (a) to disclose to the Collateral Agent such information relating to the Collateral as it may from time to time require; and
 - (b) to comply with the instructions from time to time of the Collateral Agent (to the exclusion of instructions from any other person, including the Grantor) in respect of the Collateral without any enquiry by you as to the justification or validity of such instruction.
- 4 The Collateral Agent shall, from time to time, provide you with a list of authorised signatories and specimen signatures for the purpose of the communication of instructions, notices or directions by the Collateral Agent as set out above and you shall be entitled to rely upon the most recent list provided to you.
- 5 Without prejudice to and without any waiver of the Collateral Agent's rights under the Security Interest Agreement or the instructions set out above, the Collateral Agent hereby authorises you to act in accordance with all proper instructions of the Grantor from time to time given in accordance with, and pursuant to, the Contract until the earlier of:
 - (a) the Collateral Agent giving you written notice revoking the authority of the Grantor to give instructions in respect of the Contract whereupon the Grantor's rights to give instructions and all other rights of the Grantor in respect of the Contract shall cease; or
 - (b) you becoming aware of either the insolvency or bankruptcy of the Grantor or any distress or execution being levied against the Grantor's property,provided always that the Grantor is not permitted pursuant to this authority to terminate or amend or agree or permit any termination or amendment of the Contract. The authority contained in this paragraph is subject to paragraphs 16 and 17 below.
- 6 The Grantor may not take any action in relation to the Collateral which may result in the Collateral Agent owing any obligation to or being liable to the Company.
- 7 If the Collateral Agent incurs any liability in connection with the Contract (including, without limitation, a liability to the Company for non-payment) the Company agrees that it shall not pursue or take action against the Collateral Agent in relation thereto and the Grantor shall be solely liable therefore.
- 8 This notice may not be varied or revoked without the Collateral Agent's prior written consent.
- 9 This notice may be executed in any number of counterparts and by each party on a separate counterpart each of which counterparts when so executed and delivered shall be an original but all such counterparts shall together constitute one and the same instrument.
- 10 This notice shall be governed by and construed in accordance with the laws of Jersey.

Please sign and forward to the Collateral Agent at the above address the enclosed form of acknowledgement dated the same date hereof (for the attention of Goldman Sachs Specialty Lending Group Legal Notices).

Signed for and on behalf of SOLIFI Group (UK) Limited

Signature

Print name

Title

**Signed for and on behalf of Goldman Sachs Speciality Lending Group, L.P.
as Collateral Agent**

Signature

Print name

Title

Acknowledgement

To: SOLIFI Group (UK) Limited (the **Grantor**)
8 Devonshire House
Aviary Court
Basingstoke
Hampshire
United Kingdom
RG24 8PE

And: Goldman Sachs Speciality Lending Group, L.P. as collateral agent for the Secured Parties in the Security Interest Agreement (as defined below) (the **Collateral Agent**)
2001 Ross Avenue
Dallas
[REDACTED]

FAO: Goldman Sachs Specialty Lending Group Legal Notices

From: WC Topco Limited (the **Company**)
26 New Street
St. Helier
JE2 3RA
Jersey

Date:

We hereby acknowledge receipt of a notice dated on the date hereof (the **Notice**) from the Grantor and the Collateral Agent relating to the creation of a security interest in respect of the Collateral. Terms defined in the Notice shall have the same meaning where used herein.

We confirm that:

- 11 we accept the authorisations and instructions contained in the Notice and we undertake to act in accordance and comply with the terms of the Notice;
- 12 to the extent that there are any terms or conditions of the Contract which would prevent the security interests contemplated by the Security Interest Agreement taking effect over the Collateral we hereby waive and disapply such terms and conditions;
- 13 the Collateral has been secured in favour of the Collateral Agent;
- 14 we have neither claimed nor exercised nor will claim or exercise any security interest, lien, any rights of counter-claim, rights of set-off or any other equities which we may have against the Grantor;

- 15 we have not, as at the date hereof, received notice of any other security interest or encumbrance over any of the Collateral and we hereby undertake to notify the Collateral Agent of any such notice received in the future;
- 16 there are no terms and conditions of the Contract which would prevent any security interest being taken over the Collateral;
- 17 we shall not terminate or amend or agree or permit any termination or amendment of the Contract without the prior written consent of the Collateral Agent;
- 18 for such time as such security interest continues, the Collateral Agent acts as secured party only and will not be held liable by, or under any obligation to, Company in respect of the Collateral; and
- 19 for the purpose of the giving of notice to us, without prejudice to any other form of notice, we agree that an email sent to egibson@solifi.com shall, be sufficient notice.

This acknowledgement shall be governed by and construed in accordance with the laws of Jersey.

Signed for and on behalf of WC Topco Limited

Signature

Print name

Title

Signatories

Grantor

Signed for and on behalf of SOLIFI Group (UK) Limited

Signature

Eric Gibson

Print name

Title

Collateral Agent

Signed for and on behalf of Goldman Sachs Speciality Lending Group, L.P.

Signature

Print name

Title

[Signature Page: Project Watchtower - Jersey Security Interest Agreement]

Signatories

Grantor

Signed for and on behalf of SOLIFI Group (UK) Limited

Signature

Print name

Title

Collateral Agent

Signed for and on behalf of Goldman Sachs Speciality Lending Group, L.P.



Signature


Justin Betzen

Print name



Title